PARK CITY COUCIL MEETING
SUMMIT COUNTY, UTAH
March 5, 2020

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, March 5, 2020.

CLOSED SESSION - 3:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

4:00 p.m. - Senior Center Funding Discussion
Senior Center Funding Analysis Staff Report

4:30 p.m. - Community Development Improvements Update
Community Development Process Improvements Staff Report

4:45 p.m. - Zero Waste Policy Discussion
Zero Waste Staff Report
Exhibit A: Cascadia Study

5:15 p.m. - Net-Zero Buildings Policy Discussion
Net Zero Facilities Staff Report

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. SWEARING-IN CEREMONY

1. Swearing-In Ceremony for Police Officers Josh Bowers and Ryan Dunaway and Police Sergeant Clint Johnson
Bowers Oath of Office
Dunaway Oath of Office
Johnson Oath of Office

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Main Street Drop, Load, and Staging Zones Update
   Main Street Drop, Load and Staging Zone Staff Report
   Exhibit A: DLS Modifications

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

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from February 13 and 14, 2020
February 13, 2020 Minutes
February 14, 2020 Minutes

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Contracts for Excavation and Water System Repair Services, in Forms Approved by the City Attorney, with Daley Excavators LLC, in an Amount Not to Exceed $1,000,000; JWW Excavating Inc., in an Amount Not to Exceed $200,000; and Newman Construction, Inc., in an Amount Not to Exceed $200,000
   Excavation Contract Staff Report

VII. OLD BUSINESS

1. Central Wasatch Commission Update
   (A) Public Input
   2020 CWC Staff Report
   Exhibit A: CWC 2019-2020 Base Budget

2. Consideration to Authorize the Mayor to Execute a Memorandum of Agreement (MOA) between Park City Municipal Corporation and Empire Pass Master Owners Association, in a Form Approved by the City Attorney
   (A) Public Input (B) Action
   Flagstaff Mountain Resort Memorandum of Agreement Staff Report
   Exhibit A: Draft Memorandum of Agreement

VIII. NEW BUSINESS

1. Consideration to Approve Ordinance 2020-15, Amending Land Management Code § 15-7.1-7, Signatures and Recording of the Plat
   (A) Public Hearing (B) Action
   Amendment to LMC 15-7.1-7 Staff Report and Ordinance
   Exhibit A: 15-7.1-7 Signatures and Recording of the Plat Redlines
   Exhibit B: Summit County Letter

2. Consideration to Approve Ordinance 2020-16, an Ordinance Adopting an Adjusted Budget for FY 2020 for Park City Municipal Corporation and its Related Agencies
(A) Public Hearing (B) Action
Budget Policies Staff Report
Exhibit A: Draft Ordinance
Exhibit B: Historic District Grant Program Timeline

3. Consideration to Approve Resolution 03-2020, a Resolution Authorizing the Sale and Issuance of up to $10,200,000 General Obligation and Refunding Bonds, Series 2020 of Park City, Utah; and Providing for Related Matters
(A) Public Hearing (B) Action
2020 GO Bond and Refunding Authorization Staff Report
Exhibit A: Long-Term Debt and Bond Definitions
Exhibit B: 2020 GO Bond Authorizing Resolution

4. 2020 Legislative Update
(A) Public Input

IX. 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

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Agenda Item No:

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
4:00 p.m. - Senior Center Funding Discussion

Suggested Action:

Attachments:
Senior Center Funding Analysis Staff Report

City Council
Staff Report

Subject: **Senior Center Funding Summary**
Author: **Jed Briggs**
Department: **Budget Department**
Date: **March 5, 2020**
Type of Item: **Administrative**

Summary Recommendation

Based upon previous City Council budget commitments, staff confirmed that a new Park City Senior Center continues to remain financially viable from a cash flow standpoint between two previously identified funding sources; the Lower Park Avenue Redevelopment Authority and the General Capital Improvement Plan.

A total of approximately $1.8M was set aside for a new senior or recreation facility and remains available in the FY2021 budget. This funding can be used to support the future construction costs of a new Senior Center facility.

In the past, Senior Center funds were comingled with the overall funding plan for the Woodside Phase II community housing development in an effort to achieve dual policy objectives – 1) secure a permanent and improved facility for senior services, and 2) deliver more community and affordable housing. The Woodside housing development, at least using today's existing construction estimates, currently has a several million dollar shortfall.

The $1.8M budgeted above does not directly impact the Woodside financial deficit. Staff plans to return to Council at a future date to hold an additional policy discussion to present alternatives to address the Woodside shortfall.

Background

Affordable Housing is a Critical Priority for the Council. The next project in the housing pipeline, Woodside Park Phase Two (WP2), will deliver 53 affordable/attainable ownership units and critical to funding the future housing pipeline. The construction of WP2 requires the removal of the existing senior building, which sits within the footprint of the project. Towards that end, City Council has been investigating options to either relocate the existing senior building or build a new facility with improved programing and services.

Staff has conducted a preliminary cost estimate of replacing the current Senior Center with new construction at City Park. Based on a recent comparable PCMC project, the Iron Horse Streets and Parks Office, staff believes a new, net-zero public facility in similar size and construction, will cost approximately $1.7M.

Staff has been asked to reaffirm the existing funding plan, and confirm the previously identified funding sources remain sufficient (LPARDA). The LPARDA budget includes funds for multiple capital improvement until its expiration in 2030. Of these projects, a new Senior Center is currently budgeted for through allocation of two funded projects.

- There is specific funding a "Senior Center" in the amount of $750,000;

- A budget item exists for a “Recreation Building” in the amount of $254,865; and
- The Recreation Building also has a second funding source, the General Fund, which identifies $800,000.

Taken together, and provided Council supported the combination of these funding sources, the LPRDA, CIP, and General Fund have approximately $1,804,865 to fund a new Senior Center in City Park.

LPDRDA Analysis

The LPARDA was extended in 2012 for a 15-year term (2015-2030). The extension was based on a projects Plan, upon which the other taxing entities deferred their portion of tax increment to help the City accomplish community goals. The overall health of the LPARDA is stable with two primary drivers of revenue and expense. Revenues arise from property tax increment, which is any new growth in taxes stemming from increased property values within the LPARDA boundaries beyond the baseline when the RDA was established. Expenses for the fund arise from the debt service connected with the issuance of two bonds secured by the City’s sales taxes and the RDA tax increment.

In 2017, the City issued a sales tax bond in the amount of ~$8M. Proceeds from this bond were utilized to fund projects associated with affordable housing, Treasure Hill, and arts & culture. A second bond was issued in 2019 in the amount of ~$30M. Approximately $8M was spent on the acquisition of Treasure Hill, and ~$22M remains. With the property tax increment in the LPARDA directed toward the debt service of these two bonds until 2030, the LPARDA remains fully leveraged. However, this analysis does not include new tax increment revenues from the base development at Park City Mountain. For this reason no additional recurring revenue from the LPARDA is available to direct toward capital projects.

By extension, we see the remaining bond proceeds of ~$22M from the 2019 sales tax bond as encumbered by the originally budgeted cost of ~$23.7M for Woodside Park Phase II. Further, current estimates of the Woodside Park Phase II project have risen to ~$26M-28M due to the purchase the 1302 Norfolk property, additional design costs, and increasing construction costs and inflation. Finance, Budget and Housing are currently exploring additional options to mitigate and close this gap through self-contained solutions within the Woodside project.

In conclusion, while near-term construction of a new Senior Center is viable from a cash flow standpoint, this action may reduce future flexibility with regard to capital project Woodside Park Phase II, which will require additional revenue solutions to fully fund, as mentioned above. Staff will return on March 19th, with a deeper analysis of sources to fund that gap, including, but not limited to:

1. Amend the scope of Woodside Phase II;
2. Financially reassess the long-term financial structure of the LPRDA to maximize financial flexibility; and
3. Financially assess the General CIP fund for other projects closely tied to housing.

Exhibit A – Financial Assessment

Key Question: Senior Center

Will building a senior center now constrain future affordable housing projects?

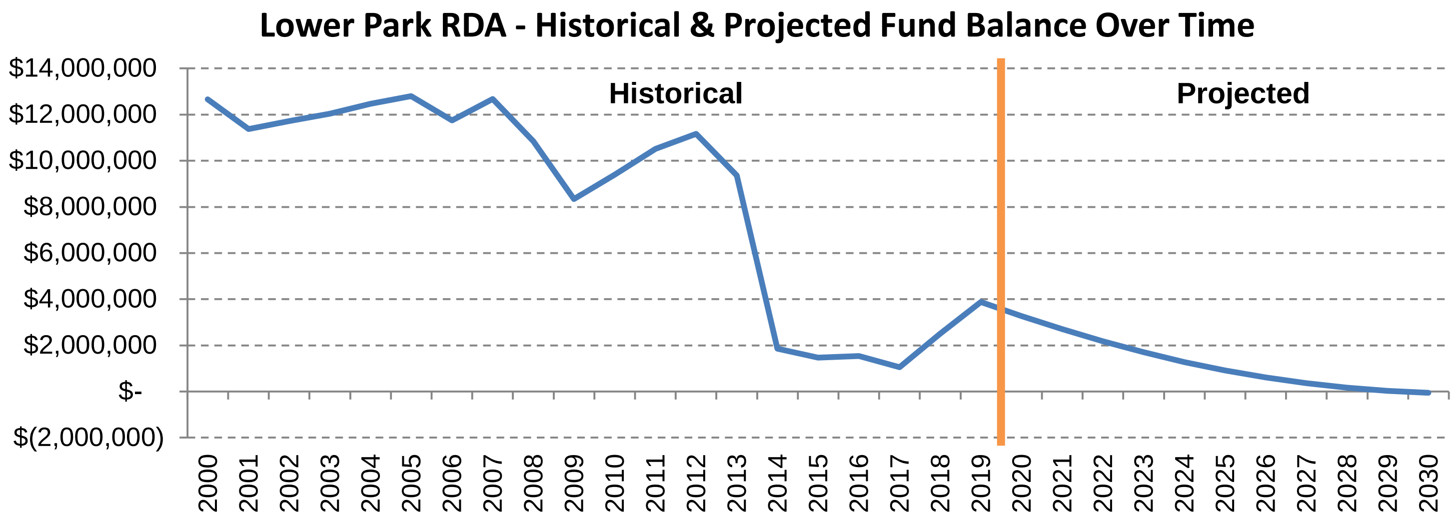
- Building a new senior center now will reduce flexibility in the RDA fund
- In addition, affordable housing projects may need to explore additional flexible options for constructing

Proposed Capital Projects for Senior Center

CIP Projects	Funding Source	Budget
Senior Community Center	RDA	$ 750,000
Recreation Building in Park City	RDA	$ 254,865
Recreation Building in Park City	General Fund	$ 800,000
	Total	**$ 1,804,865**

Lower Park RDA Health

- Lower Park RDA's revenues are driven by property tax, while its primary expense is debt service
- While it is fully leveraged, the balance projected between revenues and expenses are consistent with expectations - fund balance zeroes out at RDA's maturity

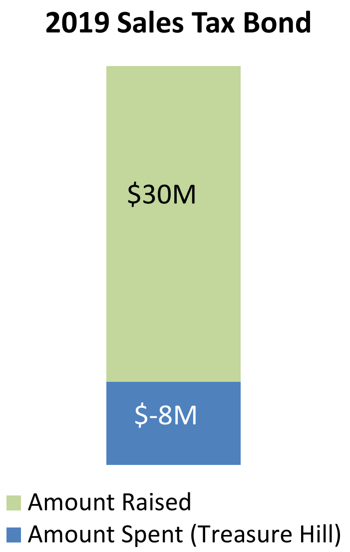


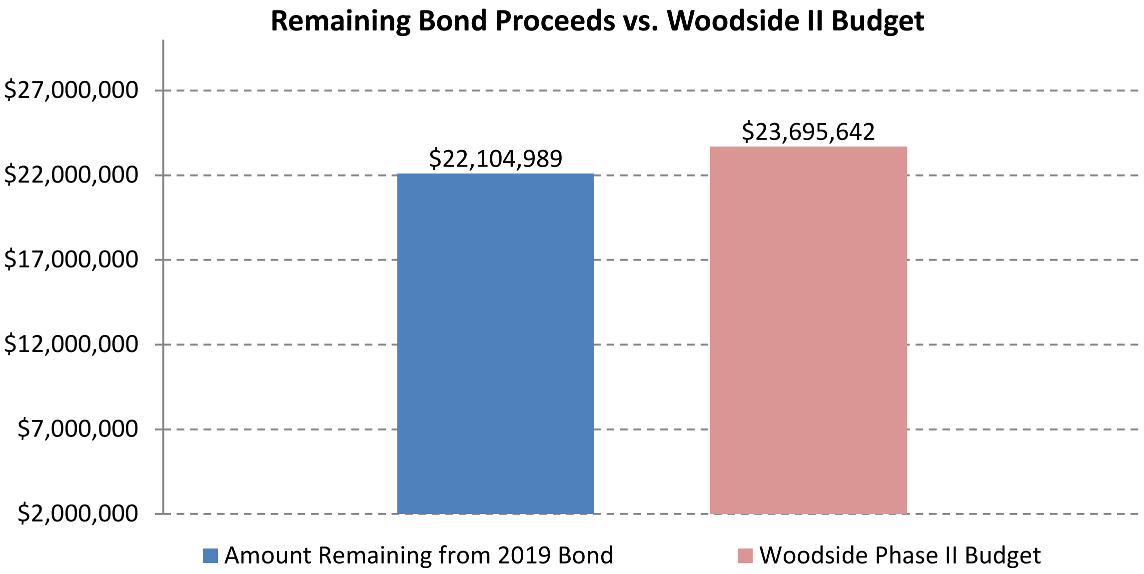
- However, no additional recurring revenue from the RDA is available to direct toward capital projects
- If future tax increment deviates from expectations, fund balance will become a more pressing concern

Note: Projections above assume no base development from Park City Mountain.

Bond Proceeds Review

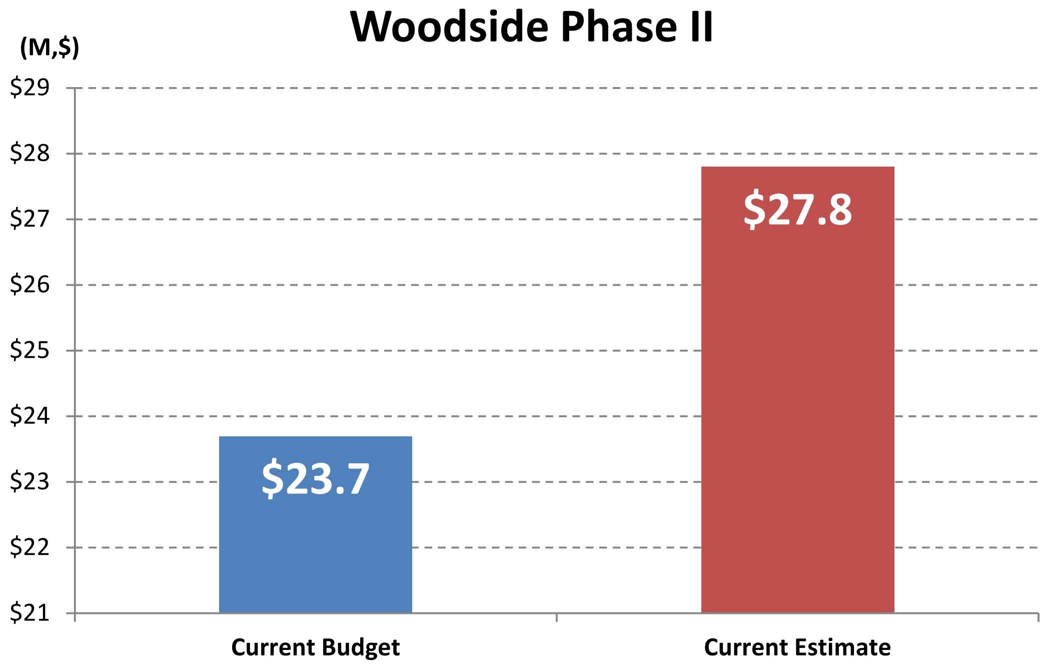
- The proceeds generated from the City's 2017 sales tax bond issuance have been spent with a negligible amount remaining (arts & culture, central park, affordable housing)
- The remaining proceeds from the City's 2019 sales tax bond issuance stand at **$22M**
- We see these remaining bond proceeds as encumbered by the budgeted cost of Woodside Park Phase II





Woodside II Update

- Current updated estimates of Woodside II expense place us at a higher cost for the project than the budgeted $23.7M
- There is a $4.1M funding gap currently before resell estimated at $28.7M



Financial Gap Options

1. Amend scope of Woodside Phase II
2. Reassess long-term financial structure of Lower Park RDA to maximize financial flexibility
3. Financially assess the General CIP fund for other projects closely tied to housing

Agenda Item No:

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Michelle Downard
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
4:30 p.m. - Community Development Improvements Update

Suggested Action:

Attachments:
Community Development Process Improvements Staff Report

City Council
Staff Report

Subject:	**Community Development Improvements Update**
Author:	**Bruce Erickson, Planning Director**
	John Robertson, City Engineer
	Dave Thacker, Chief Building Official
	Michelle Downard, Resident Advocate
Department:	**Planning, Engineering, Building and Executive**
Date:	**March 5, 2020**
Type of Item:	**Work Session**

The Community Development Team continues to make great strides to improve its customer service. Staff is diligently working to streamline and provide more predictable permitting processes. This task force update, Planning Commission update, and list of improvements are a summary of our efforts. Even though some of these improvements eliminate regulation and simplify the develop process, staff believes an appropriate balance has been struck that will continue to protect the built environment, our historic integrity, and ensure community and neighborhood compatibility. At the same time, these improvements will benefit property owners, contractors, architects, and staff efficiency.

Task Force

On May 16, 2019, Council approved Ordinance 2019-06, amending the Design Guidelines for Historic Districts and Historic Sites and directed staff to develop a task force. The task force purpose was to provide recommendations to improve and balance regulation and historic preservation with livability and practical design.

The task force met several times, and discussions were intentionally uninhibited and conceptual, with the understanding that implementation would likely involve administrative and legislative review. Many of the improvements listed below are a direct result of those constructive discussions.

Implemented Improvements:

- **Talk with a Building Inspector-** On-call building inspectors are now available each business day by phone, and in-person Tuesday and Thursday, from 8a.m. to 10a.m.
- **Deferred Submittals-** Allow flexibility when specific documents are submitted throughout the permitting process to help avoid delays
- **Hot Tub Permits-** no longer required
- **Fee Calculations-** Applicants can view the equation that generates permit fees
- **Online Permit Fee Calculator-** Applicants can input values to forecast permit fees
- **Temporary Certificates of Occupancy-** Temporary certificates of occupancy will be considered at the discretion of the Building Official.
- **Additional Communication-** Optional onsite pre-construction and pre-final inspection meetings with contractors/homeowners and staff.

- **Customer Service Survey -** Additional promotion of the survey underway
- **Software Refinements-** Ongoing modifications to increase customer intuitiveness
- **Plan Review Status**- Improved communication of applications status
- **Application of amended Historic District Guidelines-** Staff is applying the amended standards (adopted May 16, 2019) for windows and door glazing and siding materials for new construction.
- **Same Day Permits-** Starting March 2, 2020, staff will issue small building permits over the counter
- **Training Classes and Conversations-** Bi-annual training classes for applicants and public, tentatively scheduled for March 21, 2020.

Improvements Currently Underway:

- **Final and 4-Way Inspection Checklist-** Informational checklists
- **Permit Submittal Requirements-** Clear explanations of required documents
- **Concurrent Processing-** Maximize concurrent permit processing
- **Website Development-** Refine Building Department website
- **Landscape Requirements Policy**- Clarified policy regarding landscaping requirements
- **Limits of Disturbance (LOD) Policy-** Clarified policy outlining when an LOD fence is required
- **Landscaping Permits**- Clarified policy requiring landscaping permits only when related to construction on a building or structure. Enforcement cases may increase for work done inconsistent with the adopted regulations.
- **Owner Associations-** Staff is conducting outreach with owners associations regarding simplifying the owner's association (HOA's) registration and notification processes. HOA responses have been received in support and opposition. As conversations progress, staff may return to Council for additional discussion.
- **Historic District Stakeholder Meeting**- The permitting task force identified several topics (such as lifting vs panelizing structures), which are important to discuss with other stakeholders such as the Historic Preservation Board and Historical Society.
- **Historic District Grant Program**- Returning to Council March 5, 2020 for final adoption.

Upcoming Legislative Improvements:

- **Historic District Guideline Refinements**- Revise the introduction to add clarity and better articulate the purpose statement. Addition of illustrations and examples.
- **Historic District Design Guidelines Driveway Requirements**- Staff will bring forward a discussion regarding maximum driveway requirements.
- **Historic District Parking Requirements**- Staff will draft a policy for parking requirements and the criteria.
- **Other Land Management Code Amendments already in progress** (including task force recommendations)

Planning Commission Update

On February 26, 2020, the Planning Commission held a work session to establish their priorities and goals for Land Management Code amendments this year (Staff Report). The Commission requested updated data for Transfer of Development Rights, public-private affordable housing partnerships, Nightly Rentals, second homeownership, build-out, annexation plans, and walkability studies. The Commission requested the land use information in order to compare current data with the General Plan data and predictions to identify where the City needs to focus regulatory efforts moving forward. Staff will provide this information to the Commission on March 25, 2020, when staff will also outline a proposed schedule for 2020 Land Management Code amendments for the Commission's approval.

In addition to the Land Management Code amendments already in progress, the Commission prioritized affordable housing, sustainability, and connectivity. The Commission requested that staff prepare the next phase of affordable housing amendments for a work session in May to discuss increasing affordable housing obligation requirements outlined in the Housing Resolution 03-2017, opportunities for more Accessory Dwelling Units, life-cycle housing that considers the needs of community members who are seniors, potential reductions to parking, analysis of how affordable housing projects can better connect to transit in more neighborhoods, and improved walkability.

The Commission requested staff prepare a work session on sustainability, especially net zero and regenerative requirements so that private development matches the ambitious goals of City development. As part of this, the Commission would like information on past walkability studies and an update on walkability plans and active transportation plans, with the potential to require new development to better connect to existing and future sidewalks and trails. Staff is researching potential Land Management Code amendments that incorporate the sustainability strategies outlined in the General Plan. The Commission also requested information on how the Land Management Code can better support regional, local, and neighborhood plans to interconnect transit, bike trails, trails, and overall community walkability.

Summary

Administrative improvements have been timely implemented, as the Task Force continued to meet. The Legislative improvements will take more time to process through the appropriate hearing bodies, which is why staff is outlining the proposed schedule for the Planning Commission's review on March 25, 2020. Staff appreciates the community's patience with implementation and intends to communicate through fliers, website updates, emails, newsletters and Park City Homebuilder events.

These improvements are a credit to the Task Force who inspired them and the many staffers who continue to work diligently to implement.

Agenda Item No:

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Luke Cartin
Submitting Department: Sustainability
Item Type: Work Session
Agenda Section:

Subject:
4:45 p.m. - Zero Waste Policy Discussion

Suggested Action:

Attachments:
Zero Waste Staff Report

Exhibit A: Cascadia Study

City Council
Staff Report

Subject:	**Zero Waste Discussion**
Author:	**Luke Cartin**
Department:	**Sustainability**
Date:	**March 5, 2020**

Executive Summary

Park City has a commitment to 100% renewable electricity and net-zero carbon by 2030 community-wide. Waste has been identified by City Council, Leadership Classes, and the community as an area to explore in order to set a more aggressive waste-diversion related council policy and goal. This work session will examine the current state of Park City's waste stream, define key terms, identify best practices, and hopefully shape future policy and goals that can be utilized by the City and community moving forward.

Background

- In 2014, Park City Environmental Sustainability hired a consultant to look at best practices by other communities in the west (Attachment 1).
- Park City passed Utah's first plastic bag ban in May 2017.
- Residential waste and recycling is handled through a Summit County contract that expires in summer of 2022.
- Businesses mainly contract for their own waste services, or participate in a district or master HOA program. There is no mandatory recycling regulation for businesses or commercial property owners.
- Construction and remodeling projects utilize various waste companies, including companies that specialize in construction waste. There has been growth in the deconstruction industry in Park City, yet a great deal of progress remains with no formal regulations in place.

Discussion

What is the current state of waste locally?

In 2014, Park City Environmental Sustainability hired Cascadia Consulting Group to produce the "Park City Solid Waste and Recycling Best Practices Inventory" (attachment 1). It did not complete a waste characterization study for Park City; rather it used waste characteristics from peer communities, and inferred the potential tonnage of recyclable and recoverable materials generated in Park City. It also highlighted peer best practices. The study identified residential waste was 45% of total waste generation, and an estimated diversion rate of 25%. The study provided examples of best practices and recommended strategies.

Summit County Solid Waste Master Plan is a good resource, and Summit County operates our County's two landfills: Three Mile and Henefer. In 2017, Three Mile accepted 40,179 tons of municipal solid waste (14,000 tons residential), and Henefer Landfill accepted 11,405 tons of construction and demolition waste. County staff estimates that approximately 80% of what currently goes in the landfill is recyclable. Three Mile has an estimated life of less than 35 years. The County funds Recycle Utah to educate the community on best practices, operate household hazardous waste days, and pursue resources for hard-to-recycle items. The County believes an overall reduction of 30% by 2028 is feasible.

There are examples of local and regional businesses that specialize in solutions to increasing diversion. These include: Wild Harvest Farms (food waste composting), Wasatch Resource Recovery (anaerobic digester for food waste), Spoil to Soil (curbside food waste collection), and Momentum Recycling (glass). In addition, Vail Resorts has set a zero waste goal by 2030, and is working to refine its metrics and measurement. Deer Valley Resort has also implemented zero waste strategies at special events

What is Zero Waste?

There are many definitions of zero waste. The Zero Waste International Alliance defines zero waste as the conservation of all resources by means of responsible production, consumption, reuse, and recovery of products, packaging, and materials without burning and with no discharges to land, water, or air that threaten the environment or human health. The premise is multiple waste reduction steps, and eventually try to eliminate all waste sent to a landfill or incinerator.

To implement this concept, various metrics have been used to track progress. Diverting waste from a landfill (called the diversion rate) is the most common measurement. Zero waste is often viewed successful if diversion rates exceed 90%.

Zero Waste Communities

There are many examples of communities and businesses that have set zero waste goals. This is not meant to be a complete list, rather examples of potential policies and pathways to follow.

Fort Collins: In 2013, Fort Collins adopted a goal of zero waste by 2030, adopted a zero waste road map with 11 goals, and conducted themed community conversations. They produce an easy-to-read annual progress report that includes diversion rate by sector, per capita waste, code changes, and outreach.

Boulder: Boulder has a goal of 85% diversion by 2025. Their website is easy to read, with up-to-date information. In 2015, they passed a universal zero waste ordinance that includes annual business reporting and special event compliance. Eco-Cycle, one of the largest non-profit recyclers in the U.S., is located near Boulder. It provides many services in Boulder County, including: recycling collection from businesses, education, schools programs, household hazardous waste, and hard to recycle

Austin: In 2011, Austin set a goal of 90% diversion rate by 2040. They have implemented several innovative projects, including Austin Reblend (100% post-consumer paint) and Dillo Dirt (soil amendment from yard waste and biosolids). Austin's universal recycling ordinance focuses on multifamily properties and businesses. Property owners/business managers are required to fill out annual plans or face fines.

San Francisco: San Francisco is viewed by many as a leader for comprehensive zero waste strategy (80% diversion rate in 2012). They have mandatory separation food waste and recycling, curbside compliance audits, and continue to push for innovative ways to reduce waste sent to landfill as the city's population swells. They originally set an ambitious zero waste goal by 2020, however recently modified into a two part goal. Reduce municipal solid waste generation by 15% by 2030 (reducing what goes to recycling, composting, and trash). Second, reduce disposal to landfill and incineration 50% by 2030.

What is Circular Economy?
Circular economy is a broader term that has nuanced differences compared to zero waste. Circular economy focuses on a continual use of resources, and includes concepts of remanufacturing, closed loop systems where every "waste" is a supply for another process. It does not simply focus on landfill diversion or recycling, and can include reductions in raw material use. It designs-out pollution and waste, keeps materials and products in use, and incorporates concepts of regeneration and improving natural systems. Zero waste is a tool of achieving circular economy. The Ellen MacArthur Foundation video describes the concept.

Next Steps
Based on Council feedback, staff will prepare for additional policy discussions and goal setting that could include, but is not limited to:

- Zero waste policies and implementation strategies:
  - Residential program
  - special events
  - historic downtown waste contract (HPCA BID)
  - community wide goal or strategy
- Additional regulation and ordinances
  - Universal recycling ordinance
  - Expanding bag ban
  - Ban single use plastics
  - Create construction diversion regulations
  - Comprehensive composting
- Regional Partnerships
  - Partner with Summit County and other regional governments to further the regions waste reduction strategies and policies
  - Work with Summit County to promote more sustainable waste strategies within their residential waste hauling contract

Attachment
Exhibit A: Cascadia study

2014

PARK CITY SOLID WASTE AND RECYCLING BEST PRACTICES INVENTORY

CASCADIA
CONSULTING GROUP

Introduction and Project Background

Like many other U.S. cities, Park City, Utah recognizes the importance of taking a strategic, data-driven approach to selecting programs and policies that will benefit their communities. Park City elected officials and community members have prioritized environmental issues by forming an Office of Sustainability that works towards a variety of goals, including increasing recycling and waste diversion in future years.[1]

Park City is similar to many other small- to medium-sized communities in the U.S. facing significant development and population growth: the number of homes in the counties surrounding Park City is projected to increase by up to 10,000 units in coming years. [2] The City also has many unique characteristics: it is a resort-oriented community famous for winter snow sports and the Sundance Film Festival, and hosting many other special events through the year including the U.S. Freeskiing Grand Prix, and the FIS Freestyle World Cup.[3]

As a growing community in the national spotlight, Park City recognizes the need to build upon the community's existing waste and recycling efforts. Park City works closely with Summit County, which oversees residential curbside garbage and recycling collection services from the franchised service provider, Republic Services. Republic Services provides weekly collection of residential garbage. Each residence also has a 90-gallon recycling cart, which Republic collects every-other-week. Republic's current residential recycling program accepts a range of materials including all plastics #1-7, aluminum and tin cans, newspaper, cardboard, and mixed paper.[4] Residential curbside collection of yard waste is not available at this time; however residents may bring yard waste to a public drop-off center located at the Three Mile Canyon Landfill.[5]

Commercial garbage and recycling collection is considered open-market; businesses may select and contract with haulers directly for the collection of garbage and recyclables or they may elect to self-haul material directly to disposal or processing sites. Both residents and businesses have the option of bringing recyclables that are not accepted curbside to drop-off sites, the largest of which is operated by Recycle Utah, a nonprofit organization. Recycle Utah accepts all recyclables that Republic accepts in its curbside residential program, in addition to hard-to-recycle items that are not accepted curbside such as glass, sporting equipment, and Styrofoam.[6] A small-scale commercial food waste collection program is in place at a number of Park City resorts; food waste from this program is being collected and processed by Park City Compost.

[1] www.parkcity.org/index.aspx?page=241
[2] Personal communication from PCMC staff
[3] www.visitparkcity.com/events/annual-special-events/
[4] http://www.co.summit.ut.us/waste-recycle/downloads/Curbside_Pickup_Recycle_Packet.pdf
[5] http://www.parkcity.org/index.aspx?page=243
[6] http://recycleutah.org/materials_accepted.html

Park City Municipal Corporation (PCMC) produces some recycling and waste prevention educational tools and resources in collaboration with the Park City Community Foundation (PCCF) and Recycle Utah. PCMC and the PCCF have partnered to create and manage an easy-to-navigate webpage, ParkCityGreen.org, where residents and businesses can find environmental information and resources spanning energy, water, waste, and other resource conservation practices. ParkCityGreen.org includes pages dedicated to both business and at-home recycling information, including everything from resources for hiring a hauler for commercial recycling pick-up to information about residential junk mail opt-out. Recycle Utah also produces educational tools and resources relevant to Park City, including on-site composting workshops for residents and businesses. Summit County has recently introduced SummitCountyRecycles.org as an additional resource.

In an effort to ultimately increase waste diversion from both residents and businesses, PCMC has partnered with Cascadia Consulting Group (Cascadia) to conduct a study to estimate and assess the potential growth of its waste stream and identify existing diversion opportunities. Specifically, Cascadia obtained waste disposal and recycling data for the residential and commercial sectors from local haulers and processors to model Park City's waste stream quantity and composition. The model estimates that Park City is currently diverting 25% of the community's total waste stream through its recycling and composting programs. Cascadia provided an Excel model that PCMC can use to project disposal over time. PCMC will use this data to frame regional priorities for waste generation, diversion, and disposal.

Additionally, PCMC has requested that Cascadia document recommended best practices for solid waste, recycling, and diversion informed by the estimated residential and commercial composition of Park City's disposed waste. The City will share service and collection recommendations with Summit County for consideration in future collection agreements.

Cascadia assembled a list of recycling, composting, waste prevention, and other diversion best practices recommended for implementation by PCMC. These practices are informed by the results of the waste modeling projections, as well as Cascadia's experience working with communities similar in size and demographics to Park City and its surrounding counties. Cascadia has categorized recommendations by best practice types including: collection service, infrastructure, collection technology, education, regulation, and financial incentive.

Other key considerations specific to Park City that inform and shape these waste diversion recommendations include:

- **Resort, tourism, and service-based economy.** Many businesses in Park City depend on tourism, including a high percentage of restaurants, recreation, and lodging properties.[7]
- **Highly transitory population.** As a resort town with a tourism-based economy, Park City has a large transitory population. Approximately 60% of all homes are owned by secondary homeowners, with nearly one third of those owners living out of state.[8]

[7] http://www.visitparkcity.com/includes/media/docs/POPULATION-2014.pdf
[8] http://www.visitparkcity.com/includes/media/docs/POPULATION-2014.pdf

To the greatest extent possible, Cascadia has also flagged relevant best practices that have been implemented in communities that make up the Western Adaptation Alliance (WAA), including: Flagstaff, Phoenix, and Tucson, AZ; Aspen, Boulder City & County, City and County of Denver, and Fort Collins, CO; Las Vegas, NV; Santa Fe, NM; and Salt Lake City, UT.[9] These communities, spanning five states, network and share best practices regarding sustainable development in arid region urban adaptation.[5]

The remainder of this report includes a brief summary of the waste model findings and recommended diversion strategies.

Findings

Priority Materials for Residential and Commercial Diversion

Cascadia used waste characterization data from communities with similar demographics, census data, and data provided by Park City's local haulers and processors to model estimated generation rates for specific materials in the PCMC residential and commercial waste streams.

Park City's overall waste generation is nearly evenly split between the residential and commercial sectors: residential generation accounts for approximately 45% of total generation and commercial generation accounts for 55%. Combined, the residential and commercial sectors divert about a quarter of the materials they generate: the residential sector diverts approximately 49% of its generated materials, and the commercial sector diverts about 5% of its generated materials. See Figure 1 and Figure 2 for more details about residential and commercial generation by recoverability group.

[9] http://www.iscvt.org/where_we_work/usa/article/waa/

Figure 1. Estimate of Residential Generation by Recoverability Group

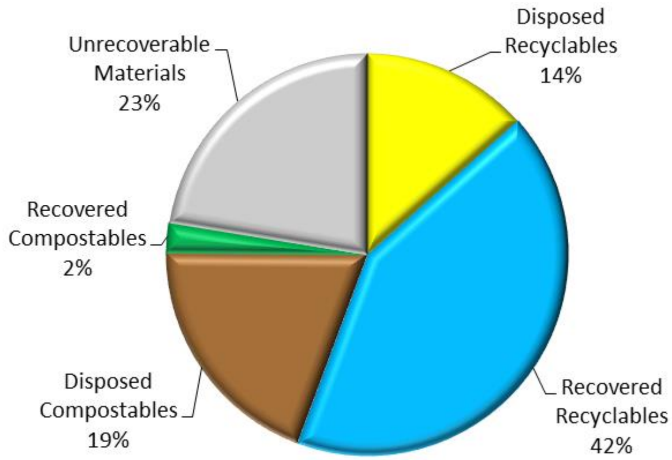
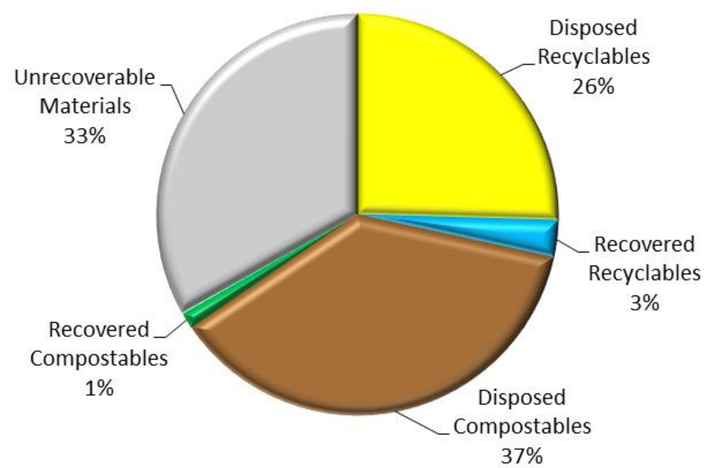


Figure 2. Estimate of Commercial Generation by Recoverability Group



From the modeling and based upon opportunity for diversion, Cascadia identified the following priority materials to target in residential diversion strategies:

1. Food and food-soiled paper
2. Mixed paper
3. Yard waste
4. Cardboard/kraft paper

We estimate that these four material types comprise nearly 50% of Park City's estimated residential generation.[10]

The four material types that Cascadia has identified as priority materials to target in commercial diversion strategies include:

1. Food and food soiled paper
2. Mixed paper
3. Cardboard/kraft paper
4. Newspaper

We estimate that these materials account for more than 55% of the commercial generation.

[10] Glass is one of the most prevalent material types in the residential generation, however, there are not as many opportunities to economically recycle glass so it was not identified at this time as material to prioritize for diversion.

Conclusions

Three key conclusions from the modeling are:

1. Diverting food and food soiled paper from the waste stream could reduce residential garbage disposal by as much as 27% and commercial garbage disposal by as much as 37%.
2. Approximately one quarter of the currently disposed commercial waste is made up of materials accepted in Park City's curbside recycling program.
3. Four material types account for more than half of total generation in both the residential and commercial sectors.

Recommended Strategies

Pairing current waste services and diversion efforts with a mixture of other strategies such as education and outreach, waste infrastructure changes, financial incentives, and regulation tailored to the individual waste streams could accelerate Park City progress towards their waste diversion goals. The following strategies for increasing diversion and waste prevention and were designed to target the top four materials found in the Residential and Commercial generation. Though the waste modeling did not address disposed waste from multifamily residences and events, we have included strategies for diverting materials from those streams as well. Other WAA cities that have adopted these practices are noted in the last column of these tables with the following abbreviations: "F" for Flagstaff, "P" for Phoenix, "T" for Tucson, "A" for Aspen, "BC" for Boulder City & County, "D" for City and County of Denver, "FC" for Fort Collins, "LV" for Las Vegas; "SF" for Santa Fe, and "SL" for Salt Lake City. The WAA information was collected from member city websites.

Increase Residential Recycling, Composting, and Waste Prevention

Residential Curbside Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Collection Service	Review curbside collection frequency	Revisit curbside collection frequency. Consider studying user behavior and determine if alternative collection frequencies would positively impact diversion (i.e. every-other-week garbage; weekly recycling)	1-5	
Collection Service	Add curbside yard waste collection	Work with Summit County and contracted hauler to offer a curbside yard waste collection option when/if processing services can accommodate the material. When processing capabilities allow, add food scraps to yard waste.	1 & 3	A, D BC, FC, SL
Education	Educational materials	• Work with hauler and County to ensure all educational materials use consistent terms, colors, materials lists, photo images, and messages. • Increase use of visuals in educational materials and signage. • Hauler or City should mail recycling guidelines annually (with collection calendar) to all existing and new accounts.	1-5	D, FC, SL
Education	Outreach to multicultural communities	Develop effective outreach materials for limited English-speaking multi-cultural residents. Transcribe materials for cultural relevancy. (Note: According to Census Bureau data, an estimated 18% of Park City residents speak a language other than English at home and 24% of the population identifies as Hispanic or Latino)[11].	1-5	P, SF
Education	Continue to promote onsite composting	Continue City partnerships with Recycle Utah on natural yard care. Continue to promote grasscycling and onsite composting. Explore opportunities to subsidize cost of home compost kits and mulching mowers.	1 & 3	A, BC, D, FC
Education	Promote food waste reduction and prevention	Consider outreach efforts aimed at food waste source reduction or prevention. Implementation of such a campaign may include a social media component and key promotional partnerships with Park City resorts that are successfully reducing and preventing food waste.	1	A, FC
Education	Work community-wide to promote paper reduction and recycling	Mixed paper represents a major diversion opportunity for both the residential and commercial sector. Consider developing a paper recycling/reduction campaign that addresses behavior at home and at work using a CBSM model.	2, 4, 5	P, D
Financial Incentive	Rate structure review for collection	Work with Summit County to review the rate structure to support and balance key waste prevention, recycling and composting, cost recovery, and equity goals.	1-5	T, FC, SL

[11] http://quickfacts.census.gov/qfd/states/49/4958070.html

Residential Curbside Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Regulation	**[LONG TERM]** Ban disposal of recyclables	After ensuring all residents have curbside recycling, consider establishing an ordinance banning the disposal of common curbside recyclables in the garbage. Develop enforcement mechanism; consider fines for recyclables found in garbage.	2, 4, 5	FC

Increase Commercial Recycling, Composting, and Waste Prevention

Commercial Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Collection Service	Work with haulers to expand existing food waste collection service	• Work with haulers to expand food waste collection to restaurants, grocery stores, schools, and other food generators. • Work with the County to ensure that even small businesses have access to affordable food waste collection. Encourage cart-based food waste collection for smaller food-related businesses, especially if residential curbside organics collection becomes available as part of the next hauling contract.	1 & 4	A, SF, SL
Collection Service	Extend current residential commingled recycling collection service to businesses	• Work with County and hauler to offer the same cart-based commingled recycling service as is currently offered to residential customers as an affordable alternative for small businesses.	2, 3, 5	T, F, A, BC, D, SF, SL

Education and Outreach	Expand on-site technical assistance to promote recycling and composting	Provide and promote availability of on-site technical assistance to businesses. Recommended elements are:
		• Targeted outreach based on one or more of the following:
		  ○ Light-touch visits to all businesses in dense business areas
		  ○ Sector-based outreach focusing on priority materials
		• Educational materials, as described below
			1-5	T, A, BC, FC

Commercial Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities

Education and Outreach	Expand materials for technical assistance and education	Expand materials for technical assistance and education by:
		• Developing or obtaining a tool for quick on-site waste audits to provide instant feedback and recommendations. Topics to cover:
		  o Materials in waste and recycling
		  o Containers, service levels, costs, and appropriate contact (confirm and adjust if needed)
		  o Review indoor and outdoor collection containers, locations, color-coding, and signage
		  o Recycling opportunities and cost savings
		• Coordinating with existing recycling collectors to provide information on services and costs to businesses.
		• Developing free city resources to offer during site visits such as signage, container decals, posters, and indoor collection containers.
		• Developing case studies of businesses that have reduced waste and saved money through waste reduction and diversion programs.
		• Developing tools to support green teams and green champions within businesses.
		• Building on existing City, County, Park City Chamber of Commerce, or Recycle Utah websites and social media. However, do not develop new social media accounts just for one program. Use social media sites to “check in” at businesses during site visits, share photographs, and praise businesses that are doing well or have improved.
			1-5	T, A, BC, FC

Education and Outreach	Explore integrated on-site technical assistance	• Explore coordinating with other City departments and utilities to offer integrated assistance for targeted sectors; for example, food service businesses often have waste, water, and energy conservation opportunities and may have stormwater issues. One lower cost option is to cross-train City outreach staff to recognize the most common conservation opportunities to provide referrals to other departments.	1-5	FC, A
Education and Outreach	Explore development of a recognition program	• Explore development of a recognition program that rewards businesses with effective recycling and/or food waste collection programs with free promotion and marketing of green actions. • Develop potential partnership with an existing business association such as the Park City Chamber of Commerce, especially as a promotional partner.	1-5	A, SF

Commercial Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Regulation	**[LONG TERM]** Ban disposal of key recyclable materials	• After ensuring that recycling services are readily available to all businesses, ban the disposal of key recyclable materials, adding materials in phases. Start with high-grade paper and cardboard because they are clean and easy, then add other key materials such as aluminum cans, plastic bottles, and steel cans.	2, 3, 5	FC
Regulation	**[LONG TERM]** Require commercial property owners and businesses to arrange for recycling collection service (subscription or self-haul)	• Require property owners to provide recycling collection service OR demonstrate self-hauling to a recycling facility. ○ An alternative option is to require subscription for only large generators (such as businesses subscribing to 4 yards or more of collection service per week). • Ordinance should require property owners and businesses to provide color-coded and clearly labeled indoor and outdoor containers, clear signage, and tenant and employee education. (Note: Mandatory recycling ordinances have been used by Seattle and many municipalities in California.)	2, 3, 5	
Waste Prevention and Reuse	Promote edible food donation	• Partner with hunger relief organizations to facilitate donation of edible food from grocery stores, restaurants, and other food service businesses.	1	FC

Increase Multifamily Recycling, Composting, and Waste Prevention

Multifamily Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Infrastructure / Collection Services	Implement on-site infrastructure best practices	Dedicate PCMC outreach staff to work with hauler to implement a bundle of on-site best practices to make it easier for residents to recycle, including: • Co-locating garbage and recycling containers; • Color-coding containers, with recycling containers painted blue; and • Ensuring containers are labeled (on multiple sides as needed) with large, image-based container decals that identify the container as recycling or garbage.	1-5	A, SL
Education	Provide on-site technical assistance	Help property managers and owners determine the recycling service level that allows for an adequate level of recycling capacity. At least 30% recycling service to 70% garbage service based on experience at other multifamily properties.	1-5	T, FC
Education	Conduct annual multifamily outreach	Conduct annual outreach to multifamily complexes. Key elements include: • Maintaining a multifamily complex database with contact information for property manager or condominium board members (update database annually) and data on unit counts, occupancy, and current service levels. • Engaging property managers or condominium board members to obtain their assistance reaching residents and to offer assistance optimizing recycling and garbage service levels. • Ensuring outdoor containers are consistently color-coded (i.e., standardize recycling carts to be all dark blue) and clearly labeled with pictures of accepted and prohibited materials. • Conducting door-to-door outreach with bilingual outreach staff to provide face-to-face education, recycling guidelines sheet (with pictures), and recycling tote bags (for collecting and transporting recyclables). • Recruiting and training one multifamily resident in each complex to serve as volunteer recycling ambassadors who monitor the outdoor waste containers and help educate fellow residents (especially new residents). (Notes: could use summer interns, partnerships with community based organizations, or contractors for door-to-door outreach.)	1-5	FC

Multifamily Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Infrastructure	Bulky item reuse, refurbishment, and recycling	• Connect property managers with local reuse organizations and recyclers to offer free or low-cost curbside collection of appliances and other bulky items for recycling and reuse. Encourage property managers to include a drop-off opportunity at their existing community events. • Provide information to property managers and develop printed materials they can provide to residents who are moving in or out. • Explore whether some multifamily complexes have certain high-turnover periods in which hosting a special collection event would be worthwhile.	N/A	FC
Regulation	**[LONG TERM]** Require multifamily complexes to arrange for recycling collection service (subscription or self-haul)	• Require multifamily complexes to provide recycling collection containers that are color-coded, clearly labeled with images, co-located with garbage containers, and adequate to serve the number of tenants onsite. • Require complexes to provide recycling collection service OR demonstrate self-hauling to a recycling facility.	1-5	
Regulation	**[LONG TERM]** Ban disposal of key recyclable materials	Establish an ordinance banning the disposal of common curbside recyclables in the garbage at multifamily residences.	2, 4, 5	
Education	Outreach to multicultural communities	Develop effective outreach strategies and materials for limited-English multi-cultural communities: • Use image-based signage and educational materials to cross language barriers. • Engage individuals from targeted cultural communities to provide input on the design of outreach strategies and educational materials, as well as to provide face-to-face outreach (e.g., at public events or through door-to-door outreach). (Note: According to Census Bureau data, an estimated 18% of Park City residents speak a language other than English at home and 24% of the population identifies as Hispanic or Latino).[12]	1-5	

[12] http://quickfacts.census.gov/qfd/states/49/4958070.html

Increase Event Recycling, Composting, and Waste Prevention

Event Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Collection	**Provide recycling collection best practice resources to event organizers**	Provide collection best practices to event organizers; including tips for: • Ensuring that high-traffic areas have sufficient recycling capacity by increasing the number of stations in these areas. • Designating a sufficient number of stations per event. Consider waste generation levels for each event, and identify a number of recycling/garbage stations that should be available per hundred attendees. Depending on event size and generation levels, this may be one station per hundred attendees.	2, 3, 5	A, BC, SL
Collection	**Consider piloting food waste collection**	Work with event organizers to pilot back-of-house food waste collection programs.	1	BC
Collection, Education	**Create stations with co-located, color-coded bins**	Create special educational resources for events that can be customized by event organizers with specific materials, logos, etc. Ensure that signage uses consistent color-coding for effective collection. Utilize blue recycling bins placed next to trash cans to reduce contamination and make recycling convenient for attendees. Make sure recycling bins are clearly distinct from the trash bins by using blue color-coding, recycling signage.	2, 3, 5	A, SL
Education	**Help develop event recycling volunteer network**	Help event organizers recruit and train a network of volunteers (potentially high school students) to staff recycling stations in high-traffic areas at major events. Make sure each volunteer knows which materials can be recycled and where recycling stations are located. Request that event organizers provide incentives such as discounted or free event admission to volunteers.	2, 3, 5	A
Education	**Work with events to set annual recycling goals**	Help event organizers communicate recycling goals to attendees. A waste diversion goal, or simply a goal to recycle more of a certain item such as bottles, cans, or paper, is a great way to prioritize actions, get internal staff behind recycling, and inspire event attendees to join in the effort.	2, 3, 5	BC
Education	**Provide onsite technical assistance to event organizers**	Provide onsite technical assistance to event organizers to help them plan for effective recycling collection, including infrastructure and educational tools such as signage. If resources exist, consider offering recycling training to event vendors.	1-5	BC

Event Recycling, Composting, and Waste Prevention Practice Type	Strategy Name	Description	Target Material	WAA Cities
Regulation	**Require event organizers to provide recycling at public events with over 50 attendees**	Require events with over 50 attendees to provide recycling collection. The City may consider developing a template contract for event organizers to use with vendors, requiring vendors to participate in the event's recycling and waste prevention efforts. Such a contract may encourage vendors to use recycling and waste prevention strategies, and can help vendors plan their activities and purchase appropriate containers to meet event guidelines.	2, 3, 5	SL
Education	**Include recycling/garbage procedures in the vendor handbook**	City may encourage event organizers to use their vendor handbook to explain the importance of recycling, and to make sure vendors know which items are recyclable at Park City events.	2, 3, 5	

Additional Resources and Samples

Residential	**Link**	**Description of Resources, Samples**
Commercial	**Link**	**Description of Resources, Samples**
	http://resourceventure.org/foodpluscompostables	
	http://www.calrecycle.ca.gov/recycle/commercial/	
	http://www.kirklandwa.gov/Community/Kirkland_Green/Green_Business_Program.htm	
	http://www.epa.gov/foodrecovery/	
Multifamily	**Link**	**Description of Resources, Samples**
	http://www.rethinkwaste.org/residents/multi-family-residences/property-owners-managers	Information, tools, and ideas from the South Bayside Waste Management District (San Mateo County, CA).
	http://wmnorthwest.com/2012summary/multifamily2.htm	Link to an internal multifamily recycling best practices study conducted by Cascadia Consulting for Waste Management in 2012.
	http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=9a40d187c3b02410VgnVCM10000071d60f89RCRD&vgnextchannel=e54c433112b02410VgnVCM10000071d60f89RCRD&vgnextfmt=default	Link to Toronto's 3Rs Ambassador Volunteer Program, that trains and provides tools and resources to multifamily residents that volunteer to lead recycling efforts at their complex.
Events	**Link**	**Description of Resources, Samples**
	http://americarecyclesday.org/recyclingatfairs	
	http://www.stopwaste.org/docs/specialevents-	

	swp.pdf
	https://www.folsom.ca.us/documents/PDFA4.pdf
	http://americarecyclesday.org/wp-content/uploads/2013/11/Green-Events-Planning-Guide-2011.pdf

Agenda Item No:

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Luke Cartin
Submitting Department: Sustainability
Item Type: Work Session
Agenda Section:

Subject:
5:15 p.m. - Net-Zero Buildings Policy Discussion

Suggested Action:

Attachments:
Net Zero Facilities Staff Report

City Council
Staff Report

Subject: **Net-Zero Energy on City Facilities Policy**
Author: **Luke Cartin**
Department: **Sustainability**
Date: **March 5, 2020**

Executive Summary

Park City Municipal's (PCMC) goal is to achieve 100% renewable electricity by 2022 for City operations and 2030 community-wide. PCMC also has a policy of net-zero energy for new or future City facilities, including major remodels. PCMC has made major progress toward its City consumption goals by building a commercial scale solar farm to meet our organization's current electrical needs. While the solar farm will satisfy our 2022 goal for existing City facilities, it does not account for new facilities and remodels.

Given PCMC's goal to remain net-zero, a policy discussion is required to determine how to manage and treat new facilities and remodels not captured by the solar farm output. In the short term, a policy decision is necessary for the Bus Barn Remodel project, yet staff anticipates future facilities will also require the same type of policy direction – what type of renewable energy strategy should be pursued – on-site renewable generation, offsets, utility-programs, or modification of the goal.

Background

- On September 22, 2016, Council passed Resolution 23-2016 and set 100% renewable electricity goals by 2022 for municipal operations.
- On February 23, 2017, PCMC and Rocky Mountain Power entered into a Joint Clean Energy Cooperative Statement to source 100% renewable electricity for City operations and community-wide.
- October 12, 2017, Council passed Resolution 28-2017, requiring new city facilities or major remodels to be net-zero onsite
- On November 8, 2017, Council approved the agreement with RMP to pursue a renewable energy facility; model City electricity needs, complete regulatory filings, and sign a power-purchase agreement with a renewable developer.

Current State

PCMC has a long history of aggressively pursuing renewable energy and electricity goals. The City has already installed over 1,300 solar panels, voluntarily purchased renewable energy credits, and contracted for a commercial solar farm (completed by end of 2022).

Rooftop Solar on City Facilities:
Many City facilities have rooftop solar, including City Hall, Police, Public Works, Ice Arena, MARC, and Creekside Pump Station. For a new building, the additional cost of adding rooftop solar is between 8-11%. The average return on investment (today's

rates/equipment) is approximately 12 years, and the expected life of a solar panel is 25 years.

Renewable Energy Credits (RECs):
Currently, PCMC participates in two utility-offered programs: Subscriber Solar and Blue Sky. Subscriber Solar costs PCMC approximately $68,000 annually. Subscriber Solar is currently sold out in Utah.

Net-zero energy for new and major remodels for city facilities:
City Council passed Resolution 28-2017, which mandates that new City facilities and major remodels are designed to cover its annual electricity needs on-site through stringent energy efficiency, energy modelling, commissioning, and on-site renewables. It has exemptions for small projects, water pumping, and fleet. Council retains authority to waive the policy requirements on a project by project basis.

Community-wide 2030 100% Renewable Electricity ("HB411"):
The 2019 Utah Community Renewable Energy Act (also known as HB411) created a pathway for 100% renewable electricity to become the standard offer within Park City limits by 2030. The costs, benefits, and key details are underway between the participating communities, Rocky Mountain Power, and the regulators. These utility-scale projects will be built on the 6-state PacifiCorp grid, with communities influencing the location of these projects.

Commercial Solar Farm:
The multiparty solar farm is currently under construction, with completion expected in 2022. The annual output of the solar farm will equal 100% of the solar needs of current City operations. The regulated and multiyear process is estimated to maintain our electricity costs equal to current prices due to the large scale of the project. To increase the solar farm's output to accommodate future growth in City electrical needs would require another Request for Proposals. Incremental increases in electricity needs for a new City facility or remodel is unlikely to achieve scalable financial benefits.

Discussion
As the commercial solar project comes online in 2022, followed by community-wide 100% renewables by 2030, there are many potential pathways to reach 100% renewables for future City operations.

Concepts for Council to consider:
Below are pro/con concepts to consider for on-site net-zero energy generation. These discussion points are meant to spur discussion and include conflicting statements.

Financial:

- Rooftop solar increases costs however pays for itself twice during the life of the system. It has a relatively short return on investment, and reduces long term operating costs. The most cost effective time to install rooftop solar is during construction.

- No on-site energy generation reduces capital cost, yet requires another solution in order to maintain compliance with stated policy goals.

Leadership:

- On-site renewable generation is viewed as an act of leadership.
- Park City has shown leadership on a larger scale, and is fundamentally changing the utility's grid.
- Onsite generation is a visual representation of meeting our goals.

Other:

- If PCMC added battery storage to operate the facility if the grid went down, facilities with rooftop solar will be prioritized.
- City government cannot take advantage of tax credits for rooftop solar.
- Rooftop solar installation is very competitive and has less inflationary pressures compared to general construction.
- Council reviews all major construction and renovation projects. Council has authority to waive the rooftop solar requirement.
- Council could adopt a new building standard to build facilities to code (saving capital), and fund off-site mitigation strategies (increasing operating).

Options for City Council to consider

- No change in policy
- Modify Resolution 28-2017 to be net-zero ready with no rooftop solar
- Replace Resolution with new policy

Agenda Item No:

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Malena Stevens
Submitting Department: Police
Item Type: Staff Report
Agenda Section:

Subject:
Swearing-In Ceremony for Police Officers Josh Bowers and Ryan Dunaway and Police Sergeant Clint Johnson

Suggested Action:
We request that Mayor Beerman swear-in Officer Bowers, Officer Dunaway and Sergeant Johnson.

Attachments:
Bowers Oath of Office

Dunaway Oath of Office

Johnson Oath of Office

OATH OF OFFICE

STATE OF UTAH

I, Josh Bowers ______________________, having been appointed to

Print Name

the office of Police Officer for Park City Municipal ______________________

do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of the State of Utah, and that I will discharge the duties of my office with fidelity.

____

Signature

State of Utah,
County of Summit ______________________

Subscribed and sworn to before me this ________ day of ______________, 20____

____

*Person Administering Oath

____

Title

*Utah Code § 78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."

File oath by sending to: Oath of Office, Utah State Archives, 346 Rio Grande, Salt Lake City, UT, 84101

OATH OF OFFICE

STATE OF UTAH

I, Ryan Dunaway, *having been appointed to*

Print Name

the office of Police Officer for Park City Municipal

do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of the State of Utah, and that I will discharge the duties of my office with fidelity.

____

Signature

State of Utah,
County of Summit

Subscribed and sworn to before me this ________ *day of* ________________, *20*______

____

*Person Administering Oath

____

Title

*Utah Code § 78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."

File oath by sending to: Oath of Office, Utah State Archives, 346 Rio Grande, Salt Lake City, UT, 84101

OATH OF OFFICE

STATE OF UTAH

I, Clint Johnson ________________________, *having been appointed to*

Print Name

the office of *Police Sergeant for Park City Municipal* ________________________

do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of the State of Utah, and that I will discharge the duties of my office with fidelity.

____

Signature

State of Utah,
County of *Summit* ________________________

*Subscribed and sworn to before me this*_______________*day of*________________________*, 20*_______

____

*Person Administering Oath

____

Title

*Utah Code § 78B-1-142: "Every court, every judge, clerk and deputy clerk of any court, every justice, every notary public, and every officer or person authorized to take testimony in any action or proceeding, or to decide upon evidence, has the power to administer oaths or affirmations."

File oath by sending to: Oath of Office, Utah State Archives, 346 Rio Grande, Salt Lake City, UT, 84101

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Jonathan Weidenhamer
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section:

Subject:
Main Street Drop, Load, and Staging Zones Update

Suggested Action:
Informational

Attachments:
Main Street Drop, Load and Staging Zone Staff Report

Exhibit A: DLS Modifications

City Council
Staff Communications Report

Subject: Drop Load and Staging Zones Update
Author: Jonathan Weidenhamer, Economic Development Manager
Department: Economic Development
Date: March 5, 2020

Summary
At this time staff intends to consolidate the Drop, Load and Staging Zones (DLS) on March 6, 2020. This change will facilitate improved operations (signs, visibility, and most importantly access), and better efficiency in use of human resources required to make the zones effective. Staff also intends to continue operations of the DLS Zones year round.

Background
On November 21, 2019 Council approved creation of DLS Zones. The City Manager maintains authority over the paid parking program and retains the ability to modify the DLS program to best effectuate Council stated goals of public safety, congestion reduction, transit, priority, and accessibility. The zones were implemented on December 19, 2019. Staff has been meeting weekly to discuss operations, staffing, and costs. Use of each zone is counted informally by the Kane security staff, but their counts are inconsistent. Below is a summary of data collected:

Item	Actual Amount	Anticipated Amount
DLS Permits to Date	409	200
Revenue	$81,800	$40,000
Type of GT	Total Permits Per Type	Percentage of Total
Lodging	83	21%
For Hire/Taxi	158	38%
TNC	168	41%

Item	Total Amount
Parking Dept.	
Parking Tickets	94
Parking Warnings	141
Police	
Traffic Citations	181
Traffic Stops	302
Impounds	21

1. Staff continues to seek stakeholder input frequently including Lodging Association, HPCA, individual businesses, and permit holders. Staff has received limited complaints or concerns with the program. The strong majority of feedback has been very positive, and staff believes behaviors are changing on the street. Staff and HPCA agreed to meet after Presidents' weekend and evaluate if any modifications to the program should be made.
2. The zones are significantly less effective if not staffed. Examples of failure include when the zones are: unintentionally used as a paid parking spot, used without DLS permit, used as staging, etc., thereby preventing use as a drop and load zone.
3. Staffing:
   a. Per Council's amendment to the budget, Police have allocated a unique resource to Main Street from Thursday to Saturday nights. Additionally, each on duty officer supports the DLS program as able.

b. During the rollout of the program, each of the 9 zones was staffed individually through a combination of existing Kane Security resources andparking enforcement staff with of the Police.
c. A funding source to provide that level of enhanced parking enforcement was not secured and is not sustainable.
d. We have the funds to staff the recommendations outlined below – mostly with existing parking and police staff with some limited support from Kane Security on weekends.

4. While all zones are used, certain zones get the majority of the use, including 350 Main, Post Office, and 7th Street.
5. There have been continued requests for zone(s) on the west side of the street.
6. The program was suspended during Sundance. After the Festival, we moved out of “educating” and into regulation (tickets & enforcement).

Overview of Recommended plan:

7. To simplify operations and efficiently deploy resources we intend to consolidate the DLS on upper main to one big zone on the east side of the street, from 350 Main to the Museum.
8. HPCA Parking Committee is supportive of consolidation of the zones, however, they are opposed to any new conversion of paid parking to :15 minute parking spots before 5:00 p.m.
9. Staff intends to have all the DLS spots be :15 during the day. Although that will not decrease the overall number of paid parking spots, they will be in a concentrated area.
10. We believe we have strong support from the for-hire and lodging industries. As with everything, you can’t make everyone happy all the time. We should expect some push back from some who purchased a DLS parking permit because we are reducing total number of DLS spots by 5-10.

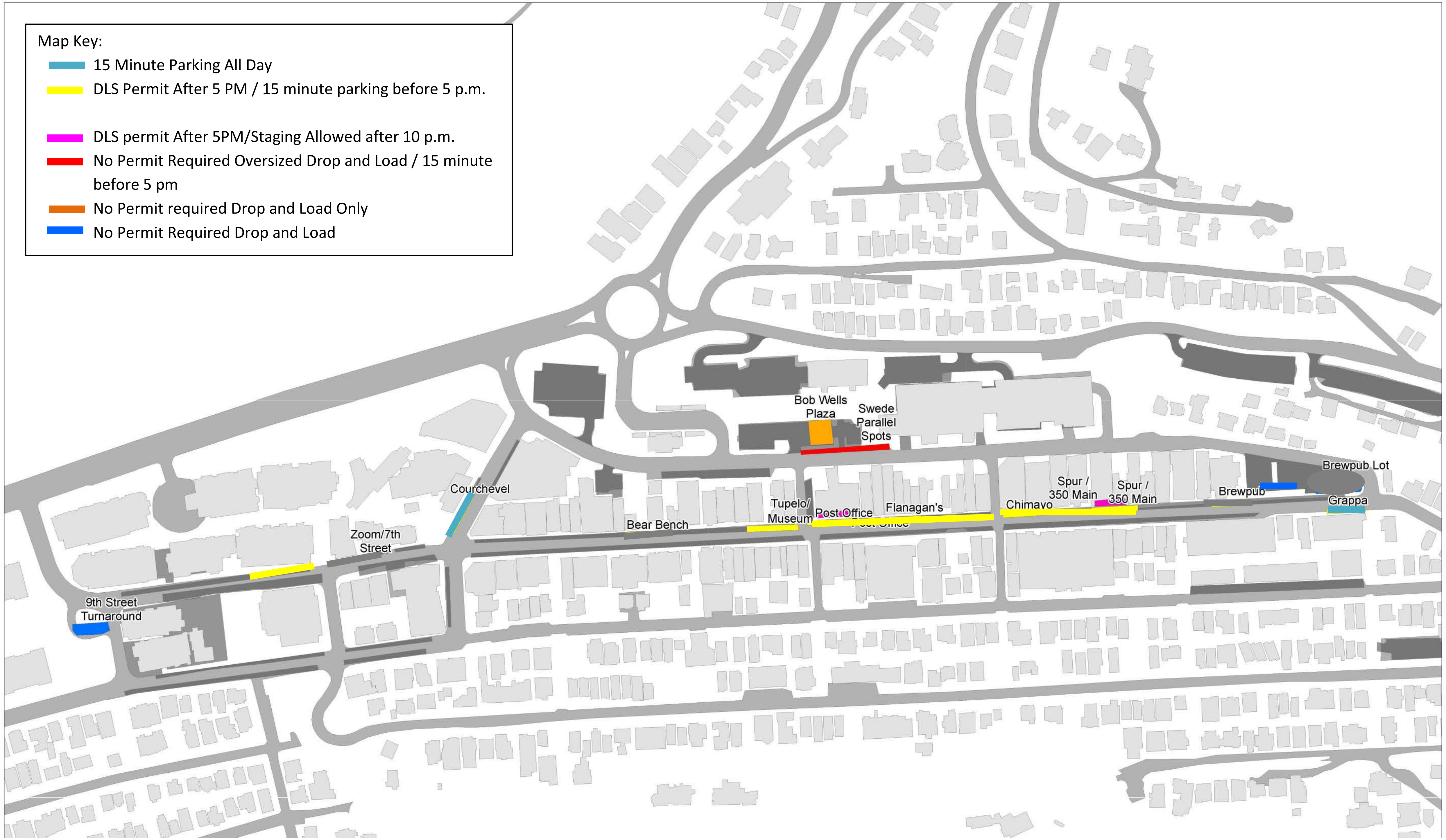
Staff intends to implement changes to the DLS program beginning March 6, 2020. With the improved operational and staffing efficiencies, staff is confident the modification will allow for equal to, or improved and more consistent access to DLS permit spaces. The changes include:

New Plan two Zones (40 spots) Formerly 9 zones (50 spots):

- Consolidate paid DLS zones on the east side of Main Street into one large zone. It will be from 350 Main to the Museum (approx. 30 spaces):
  - With all spots being: 15 minute parking before 5 p.m.
- Keep current paid DLS zone on Main between 7th & north 5 stalls on only on east side of street (6 spaces).
- Keep :15 minute parking all day at (4 spaces):
  - Courchevel (2);
  - Grappa (2).
- Do not introduce new zone(s) on the west side of the street.
- Continue free DLS zones at Swede, Bob Wells, Brewpub lot and 9th street.

Attachments

Exhibit A: Updated DLS Zone Map


Map Key:
15 Minute Parking All Day
DLS Permit After 5 PM / 15 minute parking before 5 p.m.
DLS permit After 5PM/Staging Allowed after 10 p.m.
No Permit Required Oversized Drop and Load / 15 minute before 5 pm
No Permit required Drop and Load Only
No Permit Required Drop and Load
Bob Wells Plaza
Swede Parallel Spots
Brewpub Lot
Courchevel
Spur / 350 Main
Spur / 350 Main
Brewpub
Grappa
Chimavo
Flanagan's
Tupelo/ Museum
Post Office
Bear Bench
Zoom/7th Street
9th Street Turnaround

Agenda Item No:

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Minutes
Agenda Section:

Subject:
Consideration to Approve the City Council Meeting Minutes from February 13 and 14, 2020

Suggested Action:

Attachments:
February 13, 2020 Minutes

February 14, 2020 Minutes

PARK CITY COUNCIL MEETING MINUTES - DRAFT
1255 PARK AVENUE
PARK CITY, SUMMIT COUNTY, UTAH
February 13, 2020

The Council of Park City, Summit County, Utah, met in open meeting on February 13, 2020, at 8:30 a.m. in the Community Room of the Park City Library.

STRATEGIC PLANNING RETREAT

I. BREAKFAST

II. ROLL CALL

Attendee Name	Status
Mayor Andy Mayor Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	**Present**
None	**Excused**

III. FACILITATED DISCUSSION

<u>Introduction - Mayor Andy and David Beurle, Future iQ</u>

Mayor Beerman stated the purpose of the retreat was to focus on the future vision of the City. Council heard from the public that the City was headed in the right direction, but bolder solutions were needed. He indicated David and Selene Beurle were here to facilitate the discussion.

David Beurle stated he developed a system for Council to rank different ideas and categorize them from “Urgent” to “Not Important.” He reviewed the Future Summit meeting which took place two days ago and the sentiment from the audience, with the majority being concerned with the trajectory of the City.

The Council discussed how they were addressing community concerns. Council Member Henney asserted many times actions were taken to prevent undesired change, and referred to the purchases of Treasure Hill and Bonanza Flat properties to preserve those parcels as open space. Council Member Doilney indicated traffic and plastic bags were some actions that had immediate effects. Further discussion ensued on the importance of maintaining control of the path the City was on.

Beurle introduced scoring sheets for each strategic pillar that would help Council get from current existing conditions to the preferred future.

Affordability and Equity - Cultivating and Engaging an Inclusive and Diverse Community, while Working to Address Disparities:
Beurle indicated the key focus points of this pillar were: disincentivize further growth of nightly rental housing, support the needs of specific groups, understand and measure metrics such as happiness, and reach all groups in the community. He surveyed the audience at the Future Summit and 75% were willing to pay some kind of taxes for affordable housing, and 68% favored fewer nightly rentals in neighborhoods. Council Member Doilney stated affordability consistently ranked highest from responses in the visioning sessions, and he thought it was because affordability affected residents. Council Member Gerber agreed that this was the area where urgent focus was needed to move the needle. Council Member Worel agreed there needed to be an intentional approach to this pillar and felt it was a joint effort with the community. Council Member Gerber expressed concern with investment properties that sat dark, and how that affected neighborhoods and the community as a whole. Mayor Beerman stated Council needed to figure out the scope of responsibility of the City before progress could be made.

Council Member Worel thought consideration should be given to who was best equipped to lead in these areas. There were entities that would take the lead with the City’s support. Council Member Joyce noted it was nice to support and take lead on all these issues, but a discussion needed to take place on what the City would give up in order to fund the new projects. Council Member Henney stated there was obligation and then responsibility to carry out the obligation. He indicated the City didn’t have to lead every priority. He also stated some of the proposed projects would not take an enormous amount of money. He thought “sense of belonging” was the key to accomplishing the other points under this pillar.

The Council members filled out the scoring sheet for affordability and discussion continued. It was decided to change the goal of disincentivizing nightly rentals to incentivizing long-term rentals in order to put a positive spin on it. Mayor Beerman asked about the second bullet point of supporting the needs of specific groups, and wondered which groups needed more support. Council Member Joyce thought the needs of the groups should be weighed according to the impact the support could make to the community as a whole. Special service contracts and the different groups the City supported were discussed. Mayor Beerman wanted to focus more globally than the special service contracts and gave some examples of priorities that could collide with budget commitments.

Environmental Leadership - Continuing to Lead on Net-Zero Carbon and Environmental Solutions:

Beurle discussed the key focus areas: support net-zero carbon goal, pursue zero waste, use educational initiatives, and sustain healthy and regenerative ecosystems. The challenges associated with zero waste were discussed. Council Member Doilney asserted the tourists could be educated to drink out of reusable water bottles. Council Member Henney thought tourists would appreciate riding on electric buses and sleeping in solar powered accommodations. Mayor Beerman indicated Deer Valley held the World Cup Championships and there was almost zero waste associated with that event, even with the tourists and spectators.

In response to Beurle’s question on why environmental leadership was important now when there were so many other big issues to address, Council Member Henney indicated in the future, destination travel would be based on locations addressing environmental issues. Council Member Gerber thought the City was part of the global community and the City needed to do its part. Council Member Joyce stated if the City was first to test electric buses, solar farms, etc., others would follow. Beurle noted the term “Leadership” was the key to the priority. He asked how the City would address the consumption culture of the City, where there were big homes, jets, etc. Council Member Gerber wanted to make sure the City got the message out that the excess was not the entire makeup of the community, that there was a middle class in the City that lived modestly. She did not want hypocrisy. Mayor Beerman thought the City could work around the challenges. There would be waste, but the City could find ways to move forward in spite of consumer habits. After completing the scoring sheet, Beurle reviewed the priorities.

IV. LUNCH

Video Presentation of Successes
Each department manager gave a short summary of the accomplishments from 2019 and current projects their teams were working on.

V. FACILITATED DISCUSSION

Transportation Innovation - Envisioning Bold, Multi-Modal Transportation Solutions:
Beurle reviewed the key focus points: pedestrian oriented and largely car-free, network of connected multi-modal transit corridors, feasibility of alternative transportation models, and possibility of 'car-optional' lifestyle. Council Member Joyce thought the City did well addressing the average travel times, but indicated there should be a fundamental shift to address the peak travel times; rush hour, peak ski days, and events in the City. He acknowledged the City progressed incrementally, but there needed to be bold change in this area because there were still problems. Beurle noted 30% of respondents at the Future Summit wanted a new model that severely limited individual car use. Council Member Worel indicated the new model would need to be up and running before people would not use their cars. Council Member Gerber felt there needed to be a culture change with people driving into town; to help them use public transportation. Mayor Beerman thought the City did well for a community of its size, and noted a drastic change would take big financial commitment. Council Member Joyce stated Transportation was the highest scoring priority and asked if the City should be bold in this area and what would it have to give up.

Council Member Henney wanted to create a system so that peak times would not feel like peak times. He wanted to limit access to day trippers by implementing parking on the perimeter of the City and using various modes to get into town. Council Member Worel thought regionalism would play a part in this discussion.

There was discussion on being a car-optional City. Council Member Gerber gave ideas of having childcare and/or mini-markets at the transit hubs. Council Member Joyce asserted since this was the number one request for bold change, the City needed short term as well as long term solutions that could be rolled out in the near future. Council Member Henney stated the current system was full of the quick things that were implemented, but park and rides and gondolas would not be implemented quickly. He hoped to make quick decisions so the projects could begin. Dias stated it would take a few months for the elected officials to prioritize projects and staff would need to come back with project costs. Beurle distributed the scoring sheets and reviewed the results.

Regional Synergy - Convening Regional Leadership around Growth, Transportation, the Environment, and Housing:

Beurle reviewed the key focus points: regional collaboration as a core strategic goal, encourage a regional dialogue, initiate regional dialogue, and Park City leadership to contribute its knowledge. Council Member Joyce thought this was not a pillar, but rather a tool that the City had as it worked with other entities. Council Member Worel agreed. Beurle stated this could be taken out of the pillars and put into the overarching focus for the future. There was discussion of regional partnerships with various projects and regional leadership going forward. It was decided to eliminate this strategic pillar, but have it as a thread in the other pillars.

Innovative Ideas:

Matt Dias discussed how to effectuate the goals that had been discussed today. He stated the intent would be to have staff draw up work plans for the strategic pillars to move the goals forward. He thought this could take a few months. Then staff would bring the plans back to Council for discussion. Transportation would be the first pillar to focus on. Council Member Gerber asked if the code or General Plan needed to be updated before an action plan could be implemented. Dias didn't think the General Plan needed to be updated prior to proceeding with the action plan. He also felt this was timely since the action plans would be presented during the budget process, so funds could be shifted if the Council desired. Council Member Henney requested plans for the near future as well as two, five and seven year plans.

Mayor Beerman stated the City was not creating a plan but accelerating existing strategic plans. He thought the first focus should be transportation. The other pillars might need minor adjustments. Council Member Henney thought Council should follow the priorities set by the responders of the Future Summit; with Transportation, Affordability and Equity, Sustainable Tourism, Environmental Leadership, and Arts and Culture in that order as the areas to focus on.

Council Member Joyce was concerned that the community wanted bold change, but Council and staff were saying some things were already covered. He wanted big solutions. Council Member Doilney referred to the last Council retreat, where direction was given to create an Arts and Culture District, and stated that was bold change. Now, Council could look to these other areas and do similar bold things.

Dias stated when staff introduced the bold changes for the pillars, he hoped Council would give feedback on the level of boldness. He stated this process had been very helpful and it would be a great tool for the City.

VI. ADJOURNMENT

With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder

PARK CITY COUNCIL MEETING MINUTES - DRAFT
1255 PARK AVENUE
PARK CITY, SUMMIT COUNTY, UTAH
February 14, 2020

The Council of Park City, Summit County, Utah, met in open meeting on February 14, 2020, at 9:30 a.m. in the Community Room of the Park City Library.

STRATEGIC PLANNING RETREAT

I. ROLL CALL

Attendee Name	Status
Mayor Andy Mayor Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	**Present**
None	**Excused**

II. LIAISON SELECTION AND DISCUSSION

Council Liaisons:
Matt Dias, City Manager, distributed a spreadsheet with all the Council liaison positions. The Council discussed the roles, and assignments were made.

III. SERVICE DELIVERY
Matt Dias stated he would discuss this at the end of the meeting.

IV. FACILITATED DISCUSSION
David Beurle, Future iQ, presented the Council's score sheet findings from yesterday on a graph and discussed the rankings.

Sustainable Tourism - Balancing Quality of Life with the Resort Economy:

Beurle reviewed the key focus points: local destination impact management approach, comprehensive review of the tourism property development pipeline, create deliberate gaps in event schedules, and alignment between community aspirations and resort industry goals. He indicated many attendees at the Future Summit thought the City was suffering irrevocable damage from over-tourism, and those that didn't think over-tourism had damaged resources to date, they thought it would within the next five years.

Council Member Henney stated there were many communities that had been overrun with over-commercialization. This pillar was necessary to address the big and complex concepts in a way the community could get involved in and do something. Council Member Gerber thought a discussion with the community was needed to make them aware that efforts made to mitigate the effects of tourism might also affect their lives. She gave examples of paid parking or permits to use the trails. Beurle suggested a two-tiered system that would allow benefits for residents. Council Member Joyce could see the hotels and ski industry expanding and he knew there would be a push to fill those rooms, bringing thousands more people to the greater Park City area. He stated in the past, this pillar was called “Event Fatigue,” and it was nice to have an umbrella for these frustrations. Council Member Henney indicated Bill Malone with the Chamber stated visitors wanted to come to Park City and feel like a local resident. He was glad the City had pillars so people knew its priorities and could decide if they wanted to visit. Council Member Gerber felt the City needed to make hard decisions for visitors coming to town.

Mayor Beerman reviewed the City had backed off of economic development in 2012 and began focusing on mitigation. Council Member Joyce favored seeing expansion in the County and other entities, and felt the users would have more options and Park City would not be the epicenter. Beurle stated Sustainable Tourism considered how visitors affected the environment, traffic, etc. Council Member Worel stated the City had an obligation to protect its finite resources, and the business partners were sensing this obligation as well.

Scoring sheets were distributed to the Council. Council Member Henney asked that resident and visitor quality of experience be combined in the language under the title of Sustainable Tourism. The Council discussed the ratings they each gave the key focus points.

Local Economic Development - Fostering Economic Diversity through Arts, Culture, and Local Entrepreneurship:

The key focus points included: bolster our artisan cluster, grow existing small businesses, support local business creation and growth, and explore potential for expanding medical businesses. Council Member Worel thought Arts and Culture might be taken for granted since there were so many concerts, the Arts Festival, and other events, and therefore it was not seen as an urgent need. Council Member Gerber suggested adding language to support social equity. There was discussion on food trucks in the district as a way to bring in cultural diversity.

Council Member Joyce felt the commercial zones would be vacating for residential buildings in the future, and thought effort should be made to retain small businesses by changing the zoning. It was indicated local businesses were nice, but it wasn't cost effective, so the consumer would be paying a little more. Council Member Gerber suggested Land Management Code (LMC) amendments that required first level commercial when buildings were renovated or repurposed. Council Member Joyce stated he favored changing the entire area as a commercial zone. There was some discussion on the pros and cons of mixed use and solely commercial zones. It was indicated there was not a key focus point addressing the local commercial needs.

Council Member Henney hoped to address the first key point - Bolstering our Artisan Cluster. He wanted to expand on the artisan cluster, calling out creatives as a group and a creating a platform for arts and culture. Beurle asked about pop up businesses. Mayor Beerman stated it had not been well received because of the quantity of local businesses. He noted Park Silly Sunday Market was an event where pop ups set up on Main Street for 14 Sundays during the summer. Discussion ensued on food trucks. Scoring sheets were distributed and Council discussed their ratings.

V. LUNCH

VI. PRESENTATION OF DRAFT STRATEGIC ACTION PLAN

Beurle reviewed an outline for drafting a strategic plan. Council Member Joyce noted the outline included goals for 2030 and indicated they had not yet set all the goals, and some goals would depend on the urgency of the pillar. Mayor Beerman requested the addition of velocity to the Embracing Bold Change section of the outline.

There was discussion on transitioning from critical priorities to the strategic pillars. There was some overlap, but there was a different direction. Council Member Doilney liked the surveys and outreach because he could point to the will of the people as he made decisions for bold change. Mayor Beerman wanted a page in the report discussing "Keeping Park City Park City."

Council Member Gerber indicated there should be a discussion on what the end looked like. Beurle thought the plan could be drafted to present at the State of the City. He asked about further polls and outreach for the community. Mayor Beerman didn't want polls with the same questions, but stated there would be continued outreach and there would be polling for the next steps determined by Council. Briggs stated the next steps could be presented to Council on February 27th for discussion and/or action. Council felt time should be given to get the plan right. Briggs indicated he would come back at a later time to discuss how the pillars meshed with the critical priorities.

VII. WRAP UP AND NEXT STEPS

Matt Dias, City Manager, stated he was grateful to live and work in Park City. He had exceptional staff that produced significant results, and referred to Treasure Hill, Bonanza Flat, and other major projects that had been completed. His background was organizing people and working on finances, and he knew the details and fundamentals were important in this organization. He also had respect for the customer, in this case the public. This was one reason for the creation of the Resident Advocate position in the City. Dias noted Council had lofty goals and he supported that, but he also had to ensure the continued functions of the City. He thought additional staff might be needed to achieve the bold goals.

Council Member Henney asked for details of Dias moving the City into delivery mode. Dias indicated the City would move faster and implement projects and programs in a timelier manner. He thought there could be mistakes, and he promoted pilot programs to test different theories. This included bringing in new people with new ideas. Council Member Henney reviewed discussions he had with staff and noted their dedication to supporting their coworkers. Dias also pointed to the electric vehicle implementation and stated the Fleet Department had now become the experts in this field. Council Member Joyce discussed the need to prioritize to become more efficient. Dias stated one disadvantage of having a flat organization was sometimes there was difficulty in determining priorities.

Council Member Worel was happy Dias would be focusing on infrastructure, meaning City staff, because she felt that was the key to success. Mayor Beerman asked Council to be open minded as Dias put together a team to move the goals forward. The Council expressed support to Dias as he directed staff.

Council Member Gerber moved to close the meeting to discuss property, personnel and litigation at 2:25 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED
AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Joyce moved to adjourn from Closed Meeting at 3:45 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED
AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

IX. ADJOURNMENT

With no further business, the meeting was adjourned.

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Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Jason Christensen
Submitting Department: Public Utilities
Item Type: Staff Report
Agenda Section:

Subject:
Request to Authorize the City Manager to Execute Contracts for Excavation and Water System Repair Services, in Forms Approved by the City Attorney, with Daley Excavators LLC, in an Amount Not to Exceed $1,000,000; JWW Excavating Inc., in an Amount Not to Exceed $200,000; and Newman Construction, Inc., in an Amount Not to Exceed $200,000

Suggested Action:

Attachments:
Excavation Contract Staff Report

City Council Staff Report

Subject: Water System Excavators Contract Award
Author: Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: March 5, 2020
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute contracts for excavation and water system repair services, in forms approved by the City Attorney, with Daley Excavators LLC, JWW Excavating INC., and Newman Construction, INC., in an amount not to exceed $1,000,000; $200,000; and $200,000 respectively.

Background

- Public Utilities uses excavators to preform emergency repairs, typically water main breaks, and minor system repairs, such as replacing a fire hydrant or service line when staff time is prioritized to other items.
- Placing these excavators on a multi-year contract allows for better compliance with our purchasing policy and risk management.
- These contracts are structured as as-needed time and material contracts; and actual expenditures on the contracts will depend on system needs.
- Consistent with purchasing policies, staff obtained 10 written quotes by placing a request for quotes on the City's website.
- In selecting vendors and award amounts, staff prioritized cost effectiveness, reduced response time by using local excavators, and access to a broad range of equipment.
- Daley Excavators, a local company, has been the low responsive bidder on several City projects and has demonstrated their cost effectiveness to the City. For this reason, Daley received a higher not to exceed amount.
- As a local company, JWW Excavating provides short response times at a cost effective rate structure.
- Newman Construction, while outside of the Snyderville Basin, provides another capable excavator with a broader range of equipment at a cost effective rate structure.
- The total award will be $1,400,000 and will be available through 12/31/2022. Money will only be spent under these contracts when existing staff are unavailable or their time is better spent on other maintenance, operation or repair needs.
- In fiscal year 2019 and year to day fiscal year 2020, the City has spent approximately $1,100,000 for similar services.

Funding

- This funding is out of the approved water operations and CIP budgets.

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
Central Wasatch Commission Update
(A) Public Input

Suggested Action:

Attachments:
2020 CWC Staff Report

Exhibit A: CWC 2019-2020 Base Budget

City Council
Staff Report

Subject:	2020 Central Wasatch Commission Update
Author:	Matthew Dias, City Manager
Department:	Executive
Date:	March 5, 2020
Type of Item:	Administrative

Summary Recommendation

Receive an update regarding the Central Wasatch Commission (CWC), provided by Executive Director, Ralph Becker.

Executive Summary

The Central Wasatch Commission (CWC) was formed as an intergovernmental entity to implement the strategies outlined in the Mountain Accord (MA). Since formation, the CWC created a new Executive Committee, 35 member Stakeholder Council, legally defined the physical area of focus, reinvigorated efforts to maintain an environmental dashboard, coordinated with UDOT on corridor transportation planning, and continued to push for Congressional legislation to protect the interests of the Central Wasatch.

Park City occupies a seat on the CWC, with Mayor Beerman representing the City's interests.

This summer, Council reviewed a funding request for Park City to reauthorize its annual financial support ($100,000). Council considered the request and, ultimately, decided to continue the item until further notice and information could be provided.

Park City's involvement in both the Mountain Accord and CWC has built and strengthened intergovernmental relationships, expanded regional planning and environmental programs, ensured Park City business and community representation on stakeholder committees, and overall improved our community's standing and representation along the Wasatch Front. Regionally specific project benefits include, but are not limited to, the Valley to Mountain Alternatives Analysis/SR-224 Corridor Study, environmental and ecosystem monitoring, trail funding for UOP, and a master trail plan connecting the Wasatch front and back.

The CWC is seeking Park City's continued financial support to continue their work.

Background

- The MA was established in 2014 to build a public private coalition to settle decades of conflict over land use and other issues, and create a sustainable plan for preservation of the Central Wasatch Mountains. The effort included representatives from federal, state and local government, environmental advocacy groups, and private interests.

- Park City and Summit County were active MA participants, with Mayor Beerman on the Executive Committee.

- In 2017, the CWC was formed to implement the actions outlined in the MA and to continue the MA's public engagement, transparency and consensus building.

- Originally, the CWC had a six-member board, which included Salt Lake City, Salt Lake County, Sandy City, City of Cottonwood Heights, and individuals representing UDOT and the Wasatch Back, respectively. Park City adopted an ILA with Summit County to set up a shared process to nominate a Wasatch Back Commissioner (defined by Interlocal Agreement). Both entities appointed Mayor Beerman to serve.

- In August 2018, Park City's request, along with the Towns of Alta and Millcreek, was granted by the CWC Board and the legislative bodies of Salt Lake City and County, Sandy City, and Cottonwood Heights.

- The Valley to Mountain Alternatives Analysis/SR-224 Corridor Study assessed viable mass transit options for SR-224 between Kimball Junction and Park City. Led by Summit County, with support from PCMC, the study narrowed options down from 14 to 1 Locally Preferred Alternative (LPA). This study is required prior to entering into the National Environmental Policy Act (NEPA) process, which allows for federal transit funding. The study cost approximately $400,000 and was funded by the MA.

Previous CWC Staff Reports:

Date	Item
June 20, 2019	Work Session – CWC Funding Request and Interlocal
May 22, 2019	Work Session – CWC Update and Progress Report
June 8, 2017	New Business – Adoption of ILA with CWC
August 3, 2017	New Business – Adoption of the ILA with Summit County

Exhibits

A Draft 19-2020 Base Budget – Additional information forthcoming from CWC Executive Director

CENTRAL WASATCH COMMISSON

Central Wasatch Commission FY 2019/2020 Budget						
Revenues		**Actual FY 2018**		**Projected Budget FY 2019**		**Tentative Budget FY 2020**
Intergovernmental Revenue						
Grants	$	-	$	-	$	-
Miscellaneous		-		-		-
Total Intergovernmental	**$**	**-**	**$**	**-**	**$**	**-**
Charges For Service						
Memberships	$	1,730,020	$	1,850,000	$	840,000
Miscellaneous		-		-		-
Total Charges for Service	**$**	**1,730,020**	**$**	**1,850,000**	**$**	**840,000**
Miscellaneous Revenue						
Interest earnings	$	4,908	$	10,000	$	15,000
Miscellaneous		-		-		-
Total Miscellaneous Revenues	**$**	**4,908**	**$**	**10,000**	**$**	**15,000**
Contributions & transfers						
Contributions (in-kind)	$	300,000	$	200,000	$	-
Contributions other government entity		-		-		50,000
Appropriate fund balance		-		-		-
Total Contributions & Transfers	**$**	**300,000**	**$**	**200,000**	**$**	**50,000**
Total Enterprise Fund Revenues	**$**	**2,034,928**	**$**	**2,060,000**	**$**	**905,000**

Central Wasatch Commission FY 2018/2019 Budget						
Expenditures		**Actual FY 2018**		**Projected Budget FY 2019**		**Tentative Budget FY 2020**
Administration	$	378,652	$	947,620	$	905,000
Total Enterprise Fund Expenses	**$**	**378,652**	**$**	**947,620**	**$**	**905,000**
Surplus/(Deficit)	**$**	**1,656,276**	**$**	**1,112,380**	**$**	**-**

Central Wasatch Commission FY 2018/2019 Budget			
Detail of Expenses	**Actual FY 2018**	**Budget FY 2019**	**Tentative Budget FY 2020**

Personnel			
Salaries	$ 8,940	$ 190,000	$ 290,000
Benefits	1,170	70,000	95,000
Total Personnel	**$ 10,110**	**$ 260,000**	**$ 385,000**
Operating & maintenance			
Postage	$ -	$ 150	$ 500
Public notices	218	750	500
Printing	-	750	1,500
Total Operating & maintenance	**$ 218**	**$ 1,650**	**$ 2,500**
Charges for Service			
Rent	$ 8,240	$ 24,720	$ 30,000
Utilities	-	1,800	3,000
Cell phone	-	450	450
Computer/software	213	3,000	5,000
Office supplies	396	3,500	3,000
Mileage/travel	1,975	15,000	20,000
Events, workshops, memberships	-	15,000	20,000
Legal support	23,403	70,000	75,000
GRAMA Responses	-	-	25,000
Insurance	-	5,500	6,000
Financial support	4,092	15,000	15,000
Outreach/website	-	50,000	50,000
Consulting fees	30,005	-	-
Total Charges for Service	**$ 68,324**	**$ 203,970**	**$ 252,450**
Projects			
In-kind bus fares UTA	$ 200,000	$ 200,000	$ -
Grant disbursements	-	-	100,000
Legal in kind	100,000	-	-
Federal legislation	-	125,000	96,000
Environmental dashboard	-	97,000	60,000
Reserves	-	60,000	9,050
Total Projects	**$ 300,000**	**$ 482,000**	**$ 265,050**
Total Enterprise Fund Expenses	**$ 378,652**	**$ 947,620**	**$ 905,000**

Agenda Item No:2.

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Hannah Tyler
Submitting Department: Planning
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Authorize the Mayor to Execute a Memorandum of Agreement (MOA) between Park City Municipal Corporation and Empire Pass Master Owners Association, in a Form Approved by the City Attorney (A) Public Input (B) Action

Suggested Action:

Attachments:
Flagstaff Mountain Resort Memorandum of Agreement Staff Report

Exhibit A: Draft Memorandum of Agreement

City Council
Staff Report

PLANNING DEPARTMENT

Subject:	**Flagstaff Mountain Resort - Memorandum of Agreement**
Author:	**Hannah M. Tyler, AICP – Senior Planner**
Date:	**March 5, 2020**
Type of Item:	**City Council Authorization**

Summary Recommendations

Staff recommends City Council: 1) authorize the Mayor to execute the Memorandum of Agreement ("MOA"), in a form approved by the City Attorney and substantially the same as attached as Exhibit A; and 2) direct Planning staff to proceed before the Planning Commission to review and amend Technical Report #6 of the Flagstaff Mountain Resort Master Planned Development Agreement.

Background

On November 7, 2019, City Council conducted a Study Session to discuss the following policy questions related to the Flagstaff Mountain Resort Historic Preservation Plan (Staff Report and Minutes, page 4). During the Study Session, City Council gave direction and feedback on the following:

- City Council identified and agreed on what the outstanding work requirements are, and what work was not completed that was required in 2001;
- City Staff was to proactively work with the EPMOA to finalize the MOA so staff could create a work plan to move forward and also create the prioritization list;
- City Staff was to bring forward additional/potential funding mechanisms to assist in the Historic Preservation of structures that were part of the 2001 obligation or anything beyond what was required in 2001.

On February 27, 2020, the City Council held a Work Session (Staff Report and Audio), took public input, and reviewed the amended MOA and draft site priority list. City Council directed staff to return on March 5, 2020 with a final draft of the Memorandum of Agreement.

The following changes are reflected in the final draft MOA:

1) Exhibit B – added Deer Valley attachment reflecting the acquisition of the Daly West site and willingness to enter into preservation agreement(s)
2) Replace Community Development Director with Planning Director in paragraph 4.

The next steps would be to meet with the Empire Pass Master Owners Association, finalize an agreement with Deer Valley regarding the Daly West Headframe, and return to the Planning Commission with a proposed amended Technical Report #6.

Exhibits:

Exhibit A: Draft Memorandum of Agreement

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into effective as of the ___ day of ____________, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and body politic ("City"), and EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association"), each a "Party" and collectively the "Parties" herein.

Recitals

A. The area known as Empire Pass ("Empire Pass") is a residential mountain development located in Park City, Summit County, Utah, a portion of which is located within the boundaries and jurisdiction of the City.

B. Empire Pass is governed by the covenants, conditions, and easements set forth in that certain *Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass* recorded on December 14, 2004 as Entry No. 719855 in Book 1666 at Page 1054 in the records of the Summit County Recorder, as amended and supplemented from time to time (collectively, "Declaration"). The Association is a Utah nonprofit corporation organized to administer and enforce the terms of the Declaration and to exercise the rights, powers, and duties set forth in the Declaration.

C. Development within Empire Pass is governed by that certain *Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain* entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").

D. The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah*, as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.

E. The Parties desire to enter into this Agreement to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby satisfying the requirements of the Historic Preservation Plan for the time periods set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Recitals. The Recitals A through E are incorporated herein and made a part hereof.

2. Definition. As used herein, the term "Maintenance" or "Maintain" shall mean the maintenance work required to stabilize a structure to arrest decay but not to stop a structure's decay completely. The term "Maintenance" or "Maintain" does not require that any work be performed to make a structure habitable or compliant with any code, regulation, statute, or law. The term "Maintenance" or "Maintain" refers to recommended repairs, stabilization and public protection options in Exhibit 6, and does not require that a structure be restored to habitability.

3. Judge Mining & Smelting Building.

(a) Association agrees to cause the following payments to be made, within 30 days of execution of this Agreement as follows: To EPMOA's segregated Historic Preservation Fund, ("Fund") from Storied Deer Valley LLC, a Delaware limited liability company ("Storied"), and Redus Park City, LLC, a Delaware limited liability company ("Redus"), the amount of Forty Thousand Dollars ($40,000.00) each,), plus the amount of Twenty Thousand Dollars ($20,000.00) each from Lot 2 Empire Pass North LLC and Sommet Blanc Residences 1 LLC for a total of One Hundred Twenty Thousand Dollars ($120,000.00), (collectively the "Developer Contribution") .

(b) City Approval of Open Space/Transit Management Fee Disbursement to Historic Preservation Fund. In consideration of the Association entering into this Agreement, City agrees to forego on a one time basis, One Hundred Twenty Thousand Dollars ($120,000.00) of "Open Space/Transit Management Fee" ("OSTM Fee") proceeds which would otherwise be subject release to the City from transactions according to Section 7.15 of the Declaration. OSTM Fee proceeds forgone by City shall be added to EPMOA's segregated Historic Preservation Fund with Developer Contribution collected by EPMOA per Subsection 3(a) above. The Fund shall be first be used for costs incurred by the Association in completing the roof stabilization and related structure protection work at the Judge M + S building.

(c) The funds in Subsection 3(a) and 3(b) shall be utilized to fund repairs to the Judge M&S building in accordance with the provisions of Section 5 below. Any remaining funds shall be retained for other priorities identified consistent with this agreement and authorized by the Director and agreed to by the Association.

4. Process for Determining Maintenance Work to Be Done on Sites. Each year, the Association agrees to meet with the City's staff ("Staff"), at a minimum, on or before each March 1st (the "Annual Meeting") to discuss prior construction season's Maintenance work and project prioritization and scope of any Maintenance work ("Scope of Work") to be done during the upcoming construction season on any historic mining sites identified on Exhibit 6, with a priority being those projects identified on Exhibit "A" hereto ("Sites"). The Parties acknowledge that the Sites upon which it was mutually agreed that Maintenance work would take place are not located on land owned by or under long term lease to the Association. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that this Agreement shall be applicable to those Sites to the extent that legal access is provided to the Association, and as may be required to permit the Association to satisfy its obligations hereunder.

(a) At each Annual Meeting, the Parties shall discuss, at a minimum, the following:

(i) Review of the process, timeline and costs associated with the most recent construction season's project(s);

(ii) Determination of Scope of Work, process, responsibility and timeline for documenting and recording the project's work;

(iii) Determination if additional work is needed for the following year for the recently maintained, stabilized or completed Site(s);

(iv) Review of potential need to secure any Sites to which no Maintenance work has been done in order to deter vandalism, damage or destruction, or to stabilize such Sites;

(v) Assessment of remaining funds and identification of funding strategies for the next year's budget;

(vi) Review and update of projects and Sites;

(vii) Preparation by the Staff, after consultation with the Association, of an annual report to the Planning Director;

(viii) The results of City inspection of the Sites to evaluate their condition and potential work to be performed;

(ix) Selection of projects for upcoming construction season;

(x) Communication and coordination, as necessary, with the Park City Historical Society and/or Friends of Ski Mountain Mining History ("FSMMH"); and

(xi) Determination of the necessary permitting process, including timelines and responsible parties.

(b) After the completion of the meeting, the Parties shall agree on the Scope of Work to be done during the upcoming construction season. If the Parties cannot agree, the matter shall be referred to the City Manager and the Association president. If the Parties still disagree on the upcoming year's Scope of Work, the Parties shall submit the matter to the City Council and Association Board who shall appoint authorized members to conduct mediation. The most recently approved prioritization list shall continue to govern the Fund expenditures until such time as a new scope of work is approved.

5. Performance of Work on Sites.

(a) Upon the agreement by the Parties of the Scope of Work to be undertaken during each construction season, Association shall be responsible for project management, oversight and payment of contractors. Association shall provide City with project accounting at end of each construction season.

(b) Unless otherwise agreed in writing, the Association shall be the contracting party on the mutually agreed Maintenance work on the Sites. The Association may apply its customary policies, procedures and requirements, including without limitation, insurance and workmen's compensation requirements, to all contractors, subcontractors and materialmen working at a Site or accessing a Site through Empire Pass.

(c) In connection with, or prior to, any work being performed, the Association shall submit work plans and cost estimates to a City-employed individual designated by the Staff. Association shall be responsible for processing and payment of invoices for approved Scope of Work. In the event that any work is performed directly by Association, Staff shall review and approve any payments to Association from Maintenance Funds. At its option, the Association may also require lien/payment bond waivers from contractors paid from previous draw requests or disbursements (*e.g.*, lien waivers provided "in arrears"), in accordance with ordinary and customary construction practices.

6. <u>Inspection, Maintenance, and Securing of Sites.</u> The obligation to inspect the Sites for the purposes of this Agreement shall be upon the City, and the Association shall have no obligation to inspect or to monitor the Sites. Each construction season, Association shall diligently pursue the completion of Scope of Work agreed to in the Annual Meeting with Staff. To the extent funds on hand are not sufficient to pay for contemplated annual Scope of Work, the Association and City will agree on a revised "Scope of Work" and estimated cost budget for such Maintenance work for the upcoming year based on funds available, subject to the following terms and conditions:

(a) On an annual basis for ten (10) years, on or before May 1st each year, the Association shall contribute half of the annual amount required to establish a maintenance fund in the amount of Eighty Thousand Dollars ($80,000.00) ("<u>Maintenance Fund</u>"). In consideration of the Association entering into this Agreement, the City agrees to forego, annually, Forty Thousand Dollars ($40,000.00) of "Open Space/Transit Management Fee" ("<u>OSTM Fee</u>") income owed to the City each year from transactions according to Section 7.15 of the Declaration. (This forgone OSTM Fee income is in addition to OSTM Fee income forgone per Section 3(b) above.). OSTM Fee income foregone by City shall be added to the Maintenance Fund and City shall allow the Association to utilize such OSTM Fee money for purposes of discharging the obligations described in this Agreement. The Association shall have the option, in its sole discretion, to pay all or a portion of its annual maintenance contribution in advance, and to credit the amount of prepaid maintenance contributions against the next year's or years' maintenance contributions that would otherwise be payable by the Association.

(b) On an annual basis for the ten (10) years commencing 2030, the annual contribution to the Maintenance Fund shall be adjusted as set forth below. On or before the ninth (9th) anniversary of the first maintenance contribution by the Association, the Parties agree to meet to discuss future ongoing funding levels appropriate to continue to satisfy Association's obligations under Exhibit 6 to the Development Agreement. Unless otherwise agreed, the Association and City annual contribution shall be reduced to $30,000.00 ($15,000 each) unless otherwise agreed by the Parties.

(c) The Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund on other historical mining projects other than the Sites so long as such historical mining projects are located within the Flagstaff Annexation Boundary or Empire Canyon watershed and such expenditure is approved in advance by both the Association and the City. After the first ten (10) years, the Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund for open space responsibilities, including funding for the Conservation Easement grantees [City and Summit Land Conservancy] consistent with express purposes of the OSTM pursuant to the Development Agreement, and Open Space Technical Report. The agreement of the Association to spend Maintenance Fund monies on projects beyond those required under the Development Agreement and Historical Preservation Plan shall in no way create any ongoing responsibility for ongoing involvement with such projects.

(d) Maintenance contributions made by the Association for these purposes during this twenty (20) year period which are not spent for such purposes within the calendar year in which they are contributed will be carried over and combined with the maintenance contribution for the following year, to be applied toward the mutually agreed Scope of Work for the following year, so that yearly maintenance contributions can accumulate to fund larger Maintenance projects, if necessary. Maintenance contributions will be held by the Association in the Maintenance Fund, and disbursed to pay for work upon mutual agreement of the Association and Staff.

(e) Unless otherwise agreed in writing between the Parties, the Association shall be the contracting party for all required Maintenance work to be performed for the agreed twenty (20) year period on Sites, and the Association may require such licenses, bonding, insurance and other conditions and requirements for third parties performing such work on behalf of the Parties as the Association customarily imposes on third party contractors working at Empire Pass. The City shall waive any permit, inspection and other fees applicable to work contracted for by the Association or the City pursuant to this Agreement. Nothing in the Association's status as the "contracting party" shall impose any payment obligations or other financial liability on the Association, except as otherwise expressly set forth herein with respect to the maintenance contribution described above. The Association will use reasonable efforts to solicit three (3) quotes for any third party work and will inform the City Implementation Department of the status of any solicitation for work.

(f) Nothing herein shall be deemed to impose any obligation or legal liability on the Association for Maintenance of Sites, except as expressly provided in the Development Agreement/ Historic Preservation Plan and as mutually agreed between the Association and the City, and no ongoing obligations beyond those exist.

7. Obligations of the Parties. The Parties agree that no later than six (6) months after execution of this Agreement by the Parties, the Parties shall have worked in good faith to prepare and shall have executed an updated historic preservation plan identifying outstanding work requirements on the Sites (the "New Exhibit"). The update will take the form of an amendment to Exhibit 6, and require Planning Commission public hearing and approval, and a written acknowledgment of acceptance from both Parties.

8. Long Term Maintenance License(s) and Access Rights. Association and City shall make best efforts to secure long term maintenance and access rights required for Association to perform maintenance work on third party Sites as prescribed in Section 4 of this Agreement. Association will be the initial point of contact with applicable property owners.

9. Open Space Obligations. To clarify management responsibilities assigned under Section 4.4 of *Flagstaff Mountain Resort Open Space Management Plan*, *Exhibit 5* dated May 2001 (and subsequently Revised and Approved December 2001) ("Exhibit 5"), the Parties hereby agree and acknowledge that the Association is only responsible for managing any open space areas owned by the Association.

10. No Assumption of Environmental Liability. Nothing in this Agreement or in the Association's acting as contracting party for any of the work contemplated by this Agreement, shall be deemed an assumption of, or impose any liability on the Association, financial or otherwise, for any environmental remediation or clean-up related to the Sites, or the pre-existing conditions thereon.

11. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement has been duly authorized by all necessary action.

12. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

13. Notices. All notices under this Agreement must be in writing and delivered to the notice address below (i) by registered, express, or certified mail, (ii) by courier or messenger service, or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused.

If to the Association:

Empire Pass Master Owners Association, Inc.
Attn: President
4188 SR 248
P.O. Box 99 Kamas, Utah 84036

With a copy to:

Douglas C. Shumway, Esq.
Miller Harrison Lawyers
50 W. Broadway, Ste 450
Salt Lake City, UT 84101

If to the City:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Planning Department

With a copy to:

Park City Attorney's Office
PO Box 1480
Park City, Utah 84060

Either Party may change its addresses for notices pursuant to a written notice which is given in accordance with the terms hereof. The foregoing notice requirements are subject to the provisions below. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a Party to this Agreement, with the exception of the intended third party beneficiaries Redus Park City LLC and Storied.

15. Miscellaneous.

(a) Counterparts; Facsimile Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

(b) Due Authorization and Execution. Each Party represents and warrants to the other Party that execution and delivery of this Agreement have been duly authorized by such Party, and that this Agreement is valid and binding upon such Party. This Agreement is subject to approval by the City Council within forty-five (45) days of execution.

(c) No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in conduct of their respective businesses or otherwise.

(d) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(e) Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

(f) Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(g) Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall have and recover against the other Party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(i) Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

(j) No Default. Upon their execution of this Agreement, the Parties each acknowledge and agree that neither the Association, nor Redus, nor Storied are in Default under the Historic Preservation Plan. So long as the Parties perform the obligations set forth in this Agreement, including diligently pursuing any additional maintenance or preservation work identified in the New Exhibit with available funding from the Maintenance Fund, there shall be no default under the Historic Preservation Plan.

(k) Interpretation of this Agreement. The Parties agree that the purpose of this Agreement, with its New Exhibit, shall be to modify, clarify and implement the Historical Preservation Plan and to confirm the responsibilities for implementation of the preservation purposes described in the Development Agreement.

[Remainder of page intentionally left blank]

[Signatures on following pages]

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

"CITY"

Park City Municipal Corporation, a Utah municipal corporation and body politic

By: ______________________________
Mayor

"ASSOCIATION"

EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah non- profit corporation

By: ______________________________

Attest:

By______________________________
City Recorder

Approved as to Form:

By______________________________
City Attorney's Office

EXHIBIT “A”

SITES-

a) *Judge Mining & Smelting Company Office*. This structure is owned by a third party that has granted EPMOA a license to permit Maintenance and stabilization efforts. Any Maintenance and stabilization efforts must be within the parameters permitted by the third party owner. The Parties will work together to determine the scope of the required roof repair and other required Maintenance efforts. The Parties agree that the Association’s Maintenance efforts will be limited to the building structure, and that the Association shall not be required to restore the interior in any way or to pursue any adaptive reuse of this structure.

b) *Daly West Headframe.* Deer Valley Resort is under contract to acquire the site in accordance with Exhibit B. Subject to further agreements, access and a license to re-stabilize or otherwise restore the head-frame are anticipated, and the Parties hereby agree the Fund may be considered for such work..

c) *Daly West Mine Fire Hydrant Shacks.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner of the structure to perform such repair work.

d) *Little Bell Mine Ore Bin.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third-party, any maintenance required on this structure is contingent on the Association having secured easements from the third-party owner of the structure to perform such repair work.

e) *Interpretive Signs.* The Parties hereby agree that the Association shall install, maintain, and replace those interpretive signs agreed to by the Parties in fulfilment of interpretive signage obligation in the Historic Preservation Plan.

Exhibit B

Exhibit B to Memorandum of Agreement

Participation by Deer Valley Resort Company ("DVRC")

DVRC has entered into a Purchase and Sale Agreement with Jordanelle Special Service District ("JSDD"), wherein JSSD agreed to sell and DVRC agreed to purchase the parcel of property commonly referred to as the "Daly West Site". The Daly West Site contains approximately 0.18 acres of real property. The Daly West headframe structure ("Headframe"), previously used for mining activities, is situated on the Daly West Site. The Headframe was severely damaged when the mine below it collapsed in 2015, and has not been restored or repaired following that collapse.

In an effort to save the Headframe from being sold or removed from the area by any potential third parties, DVRC has agreed to purchase the Daly West Site and the Headframe with the understanding and agreement of Park City Municipal Corporation ("PCMC") and the Park City Historical Society ("PCHS") that DVRC will convey and/or grant historic preservation easement to the Headframe to PCMC, PCHS or other entity of their choice. DVRC will have no affirmative responsibility (financial, operational or otherwise) for restoration of the Headframe, or unless otherwise agreed, have any responsibility for maintenance of the Headframe following any repair and restoration. The easement or other agreement is anticipated to address the possible donation, access, location and timing of any restoration and/or relocation of the Headframe, and any temporary storage shall not interfere with DVRC use of the property.

DVRC is fully supportive of efforts to restore the Headframe, and will grant reasonable access to the Daly West Site to third parties engaged in the restoration, repair and maintenance of the Headframe, provided that such parties have and provide proof of adequate insurance to protect DVRC from all liability arising in connection with such work, and provide assurances acceptable to DVRC that no mechanics liens or other encumbrances may attached to the Daly West Site in connection with such work.

City Council Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject: **Amendment to Land Management Code § 15-7.1-7 *Signatures And Recording Of The Plat***
Author: **Rebecca Ward, Land Use Policy Planner**
Project Number: **PL-19-04411**
Date: **March 5, 2020**
Type of Item: **Legislative**

Summary Recommendation

The Planning Department requests that the City Council review the proposed amendment, open a public hearing, and consider approving an amendment to Land Management Code § 15-7.1-7, *Signatures And Recording Of The Plat*, to require that staff submit approved plats to the Utah Automated Geographic Reference Center within 30 days of Council approval to provide data for the unified statewide 911 emergency database and to require the Summit County GIS Coordinator/Addressing Authority to sign the plat.

Description

Applicant:	Planning Department
Proposal:	Amendment to Land Management Code § 15-7.1-7, *Signatures And Recording Of The Plat*
Reason for Review:	Land Management Code amendments require Planning Commission review and recommendation, and City Council review and action

Background

On February 12, 2020, the Planning Commission voted 5 - 0 to forward a positive recommendation to the Council (Staff Report; Audio).

The Automated Geographic Reference Center (AGRC) is the State's mapping technology coordination office. AGRC converts road and addresses from plats into Geographic Information System (GIS) data for the unified statewide 911 emergency database. Up until 2019, counties provided plats to AGRC for new road and address data at the time of plat recordation.

However, there is a lag between the time a plat is approved and the time the plat is recorded. After plat approval, construction on a project may begin on a site while the plat for the site goes through a final redline process before it is recorded with the county. The redline process can take up to a year. Due to the lag in approval and recordation, AGRC did not always have the most up-to-date road and address data for the unified statewide 911 emergency database. This lag could be problematic for first responders to locate a construction site where the plat may have been approved but was not yet recorded.

Analysis

To address the potential gap between an approved plat, a recorded plat, and AGRC road and address data entry for the unified statewide 911 emergency database, the Legislature enacted House Bill 61 (2019). Utah Code § 10-9a-603(4) now requires that cities submit an electronic copy of an approved plat to AGRC within 30 days of approval so that AGRC may input up-to-date road and address data in the unified statewide 911 emergency database.

Additionally, House Bill 61 amended Utah Code § 10-9a-603(2)(b) to encourage cities to coordinate plat review with the local Public Safety Answering Point (PSAP)—the call center responsible for answering local 911 calls—to ensure that road names and addresses are not duplicated in the region. The Summit County Sheriff's Office Dispatch is the PSAP for the Park City area.

On October 17, 2019, the Summit County GIS Coordinator/Addressing Authority (Addressing Authority) requested that the City include the Addressing Authority in the initial plat review process so that they could ensure that road names and addresses are not duplicated countywide (Exhibit B). In November of 2019, the Planning Department started including the Addressing Authority in City Development Review Committee meetings to provide an opportunity to approve proposed plat road names and addresses during the initial review stage.

Summit County also informed the Planning Department that they will no longer record plats unless plats are reviewed, approved, and signed by the Addressing Authority (Exhibit B). Staff now requires that plats include a signature box for Addressing Authority signature.

As a result of House Bill 61 (2019) and the requirements of the Summit County Recorder's Office, staff recommends amending Land Management Code § 15-7.1-7, *Signatures And Recording Of The Plat*, (I) to require that staff submit approved plats to the Utah Automated Geographic Reference Center within 30 days of Council approval to provide data for the unified statewide 911 emergency database, and (II) to require the Addressing Authority to sign the plat, as shown on Exhibit A.

Process

Land Management Code amendments require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction.[1]

Department Review

The Legal, Engineering, and Planning Departments reviewed this report.

[1] Land Management Code § 15-1-18.

Notice

Staff posted notice on January 27, 2020. The *Park Record* published notice on January 29, 2020.

Public Input

No public input was received.

Exhibits

Attached – Draft Ordinance 2020-15
Exhibit A: Land Management Code § 15-7.1-7 Redlines
Exhibit B: Summit County Letter

Ordinance No. 2020-15

AN ORDINANCE AMENDING LAND MANAGEMENT CODE § 15-7.1-7, *SIGNATURES AND RECORDING OF THE PLAT*, TO REQUIRE THAT STAFF SUBMIT APPROVED PLATS TO THE UTAH AUTOMATED GEOGRAPHIC REFERENCE CENTER WITHIN 30 DAYS OF COUNCIL APPROVAL TO PROVIDE DATA FOR THE UNIFIED STATEWIDE 911 EMERGENCY DATABASE; AND TO REQUIRE THE SUMMIT COUNTY GIS COORDINATOR/ADDRESSING AUTHORITY TO SIGN THE PLAT

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

WHEREAS, the Land Management Code implements the goals, objectives, and policies of the Park City General Plan to maintain the quality of life and experiences for City residents and visitors;

WHEREAS, in 2019, the Utah Legislature enacted House Bill 61 and now requires that cities submit an electronic copy of an approved plat to AGRC within 30 days of approval so that AGRC may input up-to-date road and address data in the unified statewide 911 emergency database;

WHEREAS, on October 17, 2019, Summit County informed the City that the County Recorder’s Office now requires that the GIS Coordinator/Addressing Authority review, approve, and sign all plats to ensure that roads and addresses are not duplicated countywide for the benefit of 911 dispatch, first responders, and public safety;

WHEREAS, the Planning Commission duly noticed and conducted a public hearing on February 12, 2020, and forwarded a positive recommendation to City Council;

WHEREAS, the City Council duly noticed and conducted a public hearing on March 5, 2020; and

WHEREAS, it is in the best interest of the residents and visitors of Park City, Utah, to amend Land Management Code § 15-7.1-7 to require that staff submit approved plats to the Utah Automated Geographic Reference Center within 30 days of Council approval to provide data for the unified statewide 911 emergency database, and to require the Summit County GIS Coordinator/Addressing Authority to sign the plat in order to protect public health and safety and to maintain the quality of life for the City’s residents and visitors.

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

SECTION 1. LAND MANAGEMENT CODE § 15-7.1-7, *SIGNATURES AND RECORDING OF THE PLAT*. The recitals above are incorporated herein as findings of fact. Section 15-7.1-7 of the Land Management Code of Park City is hereby amended as outlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 5th day of March, 2020

PARK CITY MUNICIPAL CORPORATION

____
Andy Beerman, Mayor

Attest:

____
City Recorder

Approved as to form:

____
Mark Harrington, City Attorney

SIGNATURES AND RECORDING OF THE PLAT LAND MANAGEMENT CODE AMENDMENT

Section 1. Section 15-7.1-7 is amended to read:

15-7.1-7 Signatures And Recording Of The Plat

A. SIGNING OF PLAT.

1. When a Guarantee is required, the Chairman of the Planning Commission and Mayor shall endorse approval on the plat after the Guarantee has been approved by the City Council, or its administrative designee and all the conditions of the ordinance pertaining to the plats have been satisfied.
2. When installation of improvements prior to plat recordation is required, the Chairman of the Planning Commission and Mayor shall endorse approval on the plat after all conditions of the ordinance have been satisfied and all improvements satisfactorily completed. There shall be written evidence that the required public facilities have been installed in a manner satisfactory to the City as shown by a certificate signed by the City Engineer and City Attorney that the necessary dedication of public lands and improvements has been accomplished.
3. The plat shall be signed by the City Engineer, City Attorney and the City Recorder, if the plat meets the requirements herein.
4. The plat shall conform to City ordinances and be approved by the culinary water authority, the sanitary sewer authority, the County GIS Coordinator/Addressing Authority, and the local health department, if the local health department and the City consider the local health department's approval necessary.
5. The City may withhold an otherwise valid plat approval until the Owner of the land provides the City Council with a tax clearance indicating that all taxes, interest, and penalties owing on the land have been paid.
6. A~~[a]~~ Subdivision Plat recorded without the required signatures is void.

B. SUBMISSION OF PLAT TO THE UTAH AUTOMATED GEOGRAPHIC REFERENCE CENTER. Staff shall submit an approved plat to the Utah Automated Geographic Reference Center within thirty (30) days of the date of City Council approval to provide data for the unified statewide 911 emergency database.

C. [~~B.~~] RECORDING OF PLAT. It shall be the responsibility of the Developer's licensed title company to file the original Mylar plat with the County Recorder within thirty (30) days of the date of signature. Simultaneously with the filing of the plat, the licensed title company shall record the agreement of dedication together with such legal documents as shall be required to be recorded by the City Attorney.

D. [~~C.~~] SECTIONALIZING MAJOR SUBDIVISION PLATS. Prior to granting final approval of a Major Subdivision Plat, the Planning Commission and City Council may permit the plat to be divided into two (2) or more sections and may impose such conditions upon the filing of the sections as it may deem necessary to assure the orderly Development of the plat. The Planning Commission and City Council may require that the performance Guarantee be in such amount as is commensurate with the section or sections of the plat to be filed and may defer the remaining required performance Guarantee principal amount until the remaining sections of the plat are presented for filing. The Developer may also file irrevocable offers to dedicate Streets and public improvements only in those sections submitted to be filed and defer filing offers of dedication for the remaining sections until such sections, subject to any additional conditions imposed by the Planning Commission, and offers shall be granted concurrently with final approval of the balance of the plat. The approval of all remaining sections not filed with the County Recorder shall automatically expire unless such sections have been approved for filing by the Planning Commission, all fees paid, all instruments and offers of dedication submitted and performance Guarantees approved and actually filed with the County Recorder within one (1) year of the date of final Subdivision approval of the Subdivision Plat. See Section 15-7.1-6 of these regulations.

Public Safety Answering Point Plat Approval

H.B. 61 of the 2019 General Session of the Utah Legislature amended Title 10 Chapter 9a Section 603 Subsection 2b (10-9a-603-2b) to read:

> Municipalities are encouraged to receive a recommendation from the fire authority and the public safety answering point before approving a plat.

A Public Safety Answering Point or PSAP is a call center responsible for answering calls to 911 for a geographic area. The PSAP for Summit County is the communications or dispatch center in the Summit County Sheriff's Office. It has been determined the best way to handle this approval/recommendation would be to include me, Jeff Ward the Summit County Addressing Authority (jward@summitcounty.org) in the plat approval process.

It would be best to include me in the early stages of the process. Summit County Planning does this by adding me to their email soliciting comments from service providers for the property. At that point, I assign the addresses for each lot and verify that road names do not duplicate existing road names in the county. I am not expecting to take over assigning addresses for each municipality but would like to see the plats before they are printed to make sure they work with surrounding addresses and check for errors.

The county recorder is requiring a signature from the PSAP on each plat before recording it. Signing can take place the day of recording the plat as long as I have had a chance to review it beforehand. If I have not been included in the review process recordation will be delayed until I have had time to verify the addresses on the plat. If signature is required before the day of recording, I would be willing to travel to the municipality's office to sign the plat.

The signature box could look like this:

Public Safety Answering Point Approval

Approved this ____ day, of ____________________ 20____

____

Jeff Ward GIS Coordinator/Addressing Authority

Verifying addresses in this manner will help improve the addresses in the county and thereby improving emergency response for residents.

H.B. 61 also included a subsection requiring submission of plats and addresses to the Automated Geographic Reference Center (AGRC). Title 10 Chapter 9a Section 603 Subsection 4 (10-9a-603-4) reads:

(4) (a) Within 30 days after approving a final plat under this section, a municipality shall submit to the Automated Geographic Reference Center, created in Section 63F-1-506, for inclusion in the unified statewide 911 emergency service database described in Subsection 63H-7a-304(4)(b):

(i) an electronic copy of the approved final plat; or

(ii) preliminary geospatial data that depict any new streets and situs addresses proposed for construction within the bounds of the approved plat.

(b) If requested by the Automated Geographic Reference Center, a municipality that approves a final plat under this section shall:

(i) coordinate with the Automated Geographic Reference Center to validate the information described in Subsection (4)(a); and

(ii) assist the Automated Geographic Reference Center in creating electronic files that contain the information described in Subsection (4)(a) for inclusion in the unified statewide 911 emergency service database.

I am planning to do this monthly for all recorded plats in the county (including municipalities). If city staff would like to be CC'd on these communications to the state, please let me know.

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Caitlyn Barhorst
Submitting Department: Planning
Item Type: Staff Report
Agenda Section:

Subject:
Consideration to Approve Ordinance 2020-16, an Ordinance Adopting an Adjusted Budget for FY 2020 for Park City Municipal Corporation and its Related Agencies
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Budget Policies Staff Report

Exhibit A: Draft Ordinance

Exhibit B: Historic District Grant Program Timeline

City Council Staff Report

Subject: **Budget Policies Amendment**
Author: **Caitlyn Barhorst, Historic Preservation Planner**
Department: **Planning**
Date: **March 5, 2020**
Type of Item: **Legislative**

Recommendation

Amend the Fiscal Year 2020 Adjusted Budget Policies Volume I, Chapter 5, Part I – Public Service Contracts to update the Historic District Grant Program (HDGP) funding sources to reflect the funding sources of Main Street RDA, Lower Park RDA, and the General Fund.

Background

The proposed amendments are regarding Public Service Funds of category 3. Historic Preservation (Volume 1 Page 138, and page 141).

The City Council Study Session on January 30, 2020 (Staff Report and Audio) reviewed the proposed amendments to the Historic District Grant Program (HDGP). At that time staff was proposing a draft Resolution and draft Ordinance, but has since simplified the necessary policy amendments to one proposed draft Ordinance (**Exhibit A**) in order to establish the updated HDGP.

On February 5, 2020 (Staff Report page 27 and Audio), the Historic Preservation Board (HPB) reviewed the proposed HDGP amendments and made a unanimous positive recommendation with the following proposed amendments to the application documents:

- Clarifications for the list of Eligible and Ineligible work
- Evaluation Criteria
- Application deadline and review timeline

Tonight, the City Council is being asked to review the policy documents regarding the administration and funding sources of the HDGP so Category A. Repair Fund applications can open for fiscal year 2020 (open March 9, 2020) and fiscal year 2021 (open April 1, 2020). The final amendments for the application documents will be reviewed by HPB on April 1, 2020. Proposed Category A. Repair Funds will not be affected by the amendments to be reviewed by HPB on April 1, 2020, and will only affect the Category B. Competitive Funds (applications will open May 1, 2020).

Similar to the existing Budget policy language, the authorized Historic District Grant Program will be administered upon application forms approved by the Planning Department. Only Competitive Funds exceeding $25,000 will require City Council review and approval (with HPB review and recommendation). The department utilizes a notification process to keep the Historic Preservation Board informed of applications and the HPB will award grants under $25,000, except emergency grants authorized by the Planning Department. LMC 15-11-5.

HDGP Annual Funding Sources

Main Street RDA	$30,000
Lower Park Avenue RDA	$50,000
General Fund	$47,136

**Funds from each fiscal year do not rollover to the next fiscal year.*

Attachments

Exhibit A: Draft Ordinance and Attachment 1
Exhibit B: HDGP Timeline

Exhibit A

Ordinance No. 2020-16

AN ORDINANCE AMENDING VOLUME I: EXECUTIVE SUMMARY: POLICIES AND OBJECTIVES, PART I - PUBLIC SERVICE CONTRACTS IN THE ADJUSTED BUDGET FOR FY 2020 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES.

WHEREAS, Utah State law requires that city budgets be adopted by ordinance and Park City includes several administrative policies within the budget documents; and

WHEREAS, a public hearing was held on March 5, 2020 at the City Council's regularly scheduled meetings.

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

SECTION 1. 2020 ADJUSTED BUDGET VOLUME I: EXECUTIVE SUMMARY: POLICES AND OBJECTIVES AMENDMENT. The PART I - PUBLIC SERVICE CONTRACTS budget policy as outlined Pages 137-141 in the City Council Adopted Budget adopted on August 29, 2019 is hereby amended as shown in Attachment 1.

SECTION 2. EFFECTIVE DATE. The 2020 Adjusted Budget Policy Amendment shall take effect upon publication.

PASSED AND ADOPTED this 5th day of March, 2020.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Andy Beerman

Attest:

____
Michelle Kellogg, City Recorder

Approved as to form:

____
Margaret Plane, Special Counsel

CHAPTER 5 - CONTRACTS & PURCHASING POLICY

PART I - PUBLIC SERVICE CONTRACTS (AMENDED MAY 2019)

As part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City. Depending upon the type of service category, payment terms of the contracts may take the form of cash payment and/or offset fees or rent relating to City property in exchange for value-in-kind services. The use of the public service contracts will typically be for specific services rendered in an amount consistent with the current fair market value of said services.

A. Public Service Fund Distribution Criteria

In order to be eligible for a public service contract in Fund Categories 1-3, organizations must meet the following criteria:

1. **Criterion 1:** Accountability and Sustainability of Organization - The organization must have the following:
   - **a.** Quantifiable goals and objectives.
   - **b.** Non-discrimination in providing programs or services.
   - **c.** Cooperation with existing related programs and community service.
   - **d.** Compliance with the City contract.
   - **e.** Federally recognized not-for-profit status.

2. **Criterion 2:** Program Need and Specific City Benefit - The organization must have the following:
   - **a.** A clear demonstration of public benefit and provision of direct services to City residents.
   - **b.** A demonstrated need for the program or activity. Special Service Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.

3. **Criterion 3:** Fiscal Stability and Other Financial Support - The organization must have the following:
   - **a.** A clear description of how public funds will be used and accounted for
   - **b.** Other funding sources that can be used to leverage resources.
   - **c.** A sound financial plan that demonstrates managerial and fiscal competence.
   - **d.** A history of performing in a financially competent manner.

4. **Criterion 4:** Fair Market Value of the Services - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

B. Total Public Service Fund Appropriations

The City may appropriate up to 1 percent of the City's total budget for public service contracts for the Special Service Contract and Rent Contribution Categories described below. In addition, the City appropriates specific dollar amounts from other funds specifically related to Historic Preservation as described below.

C. Fund Categories and Percentage Allocations

For the purpose of distributing Public Service Funds, public service contracts are placed into the following categories:

1. Special Service Contracts

a. Regular Services
- Community Art & Culture
- Park City History and Visitor Services
- Sister City Administration
- Trails Management
- Waste/Recycling Management

b. Social Equity
- Childhood Care & Development
- Medical Treatment
- Emergency Assistance
- Food Pantry
- Legal Mediation Services
- Housing Outreach & Education
- Safe Haven
- Additional services related to Social Equity Strategic Plan

c. Innovation Grants

2. Rent Contribution

3. Historic Preservation

A percentage of the total budget (which shall not exceed 1 percent) is allocated for contracts in the Special Service Contract and Rent Contribution categories by the City Council. A specific dollar amount is allocated to Historic Preservation and the Historic Preservation Grant Program based upon funds available from the various Redevelopment Agencies and the General Fund.

The category percentage allocation could vary from year-to-year, depending on Council discretion. In addition, as the City's budget fluctuates (up or down) due to economic conditions, the dollar amounts applied to each category may fluctuate proportionally. Unspent fund balances at the end of a year will not be carried forward to future years. It is the intent of the City Council to appropriate funds for specific ongoing community services and not fund one-time projects or programs.

D. Special Service Contracts

A portion of the budget will be designated for service contracts relating to services that would otherwise be provided by the City. Special services that fall into this category would include, but not be limited to the following: community art & culture, Park City history and visitor services, sister city administration, trails management, waste/recycling management, childhood care & development, medical treatment, emergency assistance, food pantry, legal mediation services, housing outreach & education, and safe haven. More categories will be added to social equity services based off of the Social Equity Strategic Plan. To the extent possible, individual special services will be delineated in the budget.

Service providers are eligible to apply for a special service contract every biennial budget process, with the exception of innovation grants which could run from one to three years. The City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City Staff. The City reserves the right to accept, reject, or rebid any service contracts that are not deemed to meet the needs of the community or the contractual goals of the service contract.

Each special service provider will have a special service contract with a term of two years. Half of the total contract amount will be available each year. Eighty percent of each annual appropriation will be available at the beginning of the fiscal year, with the remaining 20 percent to be distributed upon demonstration through measures (quality and quantity) that the program has provided public services meeting its goals as delineated in the public service contract. The disbursement of all appropriations will be contingent upon council approval. Special service providers will be required to submit current budgets and evidence of contract compliance (as determined by the contract) by March 31 of the first contract year.

The City reserves the right to appoint a citizen's task force to assist in the competitive selection process. The task force will be selected on an ad hoc basis by the Service Contract Subcommittee.

All special service contract proposals must be consistent with the criteria listed in this policy, in particular criterion 1-4.

Innovation Grants: City council intends to provide the community with a meaningful venue to deliver unique and innovative ideas focused on tackling the City's challenges. These solutions may focus on the Community Critical Priorities of energy, housing, transportation, and social equity, but may be related to any initiative the City deems worthwhile. Grants would provide an organization with seed money to create programs or start initiatives, but would not serve as a long-term funding solution for non-profits. Innovation grants will typically have distributions ranging from 1-3 years.

Deadlines: All proposals for Special Service Contracts must be received no later than March 31. A competitive bidding process conducted according to the bidding guidelines of the City may set forth additional application requirements. If there are unallocated funds, extraordinary requests may be considered every six months during the two-year budget cycle, unless otherwise directed by Council.

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

1. The request must meet all of the normal Public Service Fund Distribution Criteria and qualify under one of the existing Special Service Contract categories;

2. The applicant must show that the requested funds represent an unexpected fiscal need that could not have been anticipated before the deadline; and

3. The applicant must demonstrate that other possible funding sources have been exhausted.

E. Rent Contribution

A portion of the Special Service Contract funds will be used as a rent contribution for organizations occupying City-owned property and providing services consistent with criterion 1-4 pursuant to the needs and goals of the City. To the extent possible, individual rent contributions will be delineated in the budget. Rent contributions will usually be memorialized by a lease agreement with a term of five years or less, unless otherwise approved by City Council.

The City is required to make rent contributions to the Park City Building Authority for buildings that it occupies. Qualified Organizations may enter into a lease with the City to occupy City space at a reduced rental rate pursuant to criterion 1-4. The difference between the reduced rental rate and the rate paid to the Park City Building Authority will be funded by the rent contribution amount. Rent Contribution lease agreements will not exceed five years in length unless otherwise directed by the City Council. Please note that this policy only applies when a reduced rental rate is being offered. This policy does not apply to lease arrangements at "market" rates.

F. Historic Preservation

Each year, the City Council may appropriate a specific dollar amount relating to historic preservation. The City Council will appropriate the funding for these expenditures during the annual budget process. The funding source for this category is the Lower Park Avenue, the ~~and~~ Main Street RDA, and the General Fund. The City Council hereby authorizes the Historic District Grant Program. The disbursement of the funds shall be administered pursuant to the Historic District Grant Program pursuant to applications and criteria established by the Planning Department, and awarded by the Planning Department except that City Council approval shall be required for dispursement amounts greater than $25,000. ~~consistent with UCA § 17A-3-1303, as amended.~~ In instances where another organization is involved, a contract delineating the services will be required.

G. Exceptions

Rent Contribution and Historic Preservation funds will be appropriated through processes separate from the biennial Special Service Contract process and when deemed necessary by City Council or its designee.

The Service Contract Sub-Committee has the discretion as to which categories individual organizations or endeavors are placed. Any percentage changes to the General Fund categories described above must be approved by the City Council. All final decisions relating to public service funding are at the discretion of the City Council.

Nothing in this policy shall create a binding contract or obligation of the City. Individual Service Contracts may vary from contract to contract at the discretion of the City Council. Any award of a service contract is valid only for the term specified therein and shall not constitute a promise of future award. The City Council reserves the right to reject any and all proposals, and to waive any technical deficiency at its sole discretion. Members of the City Council, the Service Contract Sub-Committee, and any Advisory Board, Commission or special committee with the power to make recommendations regarding Public Service Contracts are ineligible to apply for such Public Service Contracts, including historic preservation funds. City Departments are also ineligible to apply for Public Service Contracts. The ineligibility of Advisory Board, Commission and special committee members shall only apply to the category of Public Service Contracts that such advisory Board, Commission and special committee provides recommendations to the City Council. 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.

HISTORIC DISTRICT GRANT PROGRAM

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Jed Briggs
Submitting Department: Budget, Debt & Grants
Item Type: Resolution
Agenda Section:

Subject:
Consideration to Approve Resolution 03-2020, a Resolution Authorizing the Sale and Issuance of up to $10,200,000 General Obligation and Refunding Bonds, Series 2020 of Park City, Utah; and Providing for Related Matters
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
2020 GO Bond and Refunding Authorization Staff Report

Exhibit A: Long-Term Debt and Bond Definitions

Exhibit B: 2020 GO Bond Authorizing Resolution

City Council
Staff Report

Subject: 2020 General Obligation Bond – Authorizing Resolution
Author: Jed Briggs
Department: Budget Department
Date: March 5, 2020
Type of Item: Administrative

Summary Recommendation

Approve the Authorizing Resolution to set parameters for the 2020 $10.2 million General Obligation (GO) bonds for the purchase of the Armstrong/Snow Ranch Pasture properties, as well as the refunding of the 2009 Series $13.5 million GO bonds, which were sold on June 4, 2009, and the 2010 Series Build America $6 million GO bonds (savings of over $315K). The resolution begins the issuance process and authorizes the pricing and sale of the bonds, which is expected on or around April 6, 2020.

Staff has worked closely with outside Bond Counsel and the following authorization is consistent with the City's underlying debt strategy and plans.

Background

In November of 2018, the voters of Park City approved a $48 Million Treasure Hill and Armstrong/Snow Ranch Pasture GO bond proposition. The bonds were authorized by an affirmative vote of 78% of the voters on November 6, 2019. The proposition submitted to the voters was as follows:

> Shall Park City, Utah be authorized to issue general obligation bonds to acquire, improve and forever preserve open space, park and recreational land located in Treasure Hill and Armstrong/Snow Ranch Pasture in order to protect the conservation values thereof, to eliminate any future commercial or residential development, and to make limited improvements for public access, trailhead parking and use, in an amount not to exceed $48,000,000 and to mature in no more than 16 years from the date or dates of such bonds?

In 2009 and 2010, the City issued GO bonds for the purchase of open space, (Gambel Oak, Armstrong, and Osguthorpe parcels) that were authorized by Park City voters for open space acquisition in November 2006. As part of the bond issuance, the bonds included a redemption period at year 9. Therefore, on or after May 1, 2019 and 2020, the bonds will be callable. Staff recommends that the City take advantage of the current market's favorable interest rates and issuance cost savings associated with refunding bonds as part of the larger, 2020 series GO bonds described above. The result is financial savings for Park City's taxpayers.

Analysis

Utah Open Lands (UOL) worked with donors and other entities to close the funding gap for the total purchase price of Armstrong/Snow Ranch Pasture property of $6 million. Voters and the City agreed to contribute $3,550,000 million in GO bond proceeds towards the $6 million. UOL's fundraising was not completed when the sale of the 2019 GO bonds to purchase

Treasure Hill was issued (February 20, 2019), so the City did not issue the Armstrong/Snow Ranch Pasture portion of the GO bond authorization. The voter approved authorization for $4 million is valid for 10 years from the time the ballot initiative was approved.

For the callable bonds from 2009, $4.58 million in principal remains with an interest rate of about 3.5% annually. $2.255 million in principal remains (callable) on the 2010 bonds with an interest rate of about 3.5% annually. If packaged together, staff estimates the Park City property tax payer will realize a NPV savings of approximately 5.269%, or **$315,325**, over the remaining 6 year term of the bonds. By combining the refunding with the issuance of the 2020 GO bonds, cost of issuance will be minimal, and the interest savings of the refunding will be reflected in property tax rates over the next 6 years. A primary home with a valuation of $800,000 would see a property tax increase of $13.43 annually for the new bond issuance, but there's a savings of $2.60/year due to the refunding. This equates to a net increase of approximately $10.83 a year.

The Authorizing Resolution sets the parameters of the GO refunding bond issuance, delegates final approval of bond terms to the City Manager as the Designated Officer, and initiates the process required for the issuance of the bonds by outside bond counsel. The resolution states that the aggregate principal amount of the bonds shall not exceed $10,200,000 with a maximum 5% interest, term of not more than 16 years, and 2% discount from par. The terms are intentionally set high to allow flexibility in the bond pricing structure.

While markets are difficult to predict, staff anticipates that the actual interest rate of the bonds would be closer to the current rate, from 1.51% to 1.38%, rather than anywhere near the maximum. The maturity of the bond will be 15 years, and the parameters allow for a maximum 2% discount from par, which would be necessary if interest rates were higher than the coupon rate on the bond (*See Preliminary Official Statement*).

Staff anticipates bond sales on or around April 6, 2020. Staff would proceed with the bond closing on or after March 6, 2019, and the bonds will be sold by competitive sale.

Exhibits

A – City's Debt Service Charts and Bond Definitions
B – Authorizing Resolution 2020 GO Bond

Exhibit A – City's Long-term Debt and Definitions

Excerpts from Budget Document pgs. 80-82,96

Park City has various bond issuances outstanding. The debt service to be paid on these bonds is as detailed in Figure E21. Debt service expense comprises 6% of the FY 2019 budgeted expenses, and 10% of the FY 2020 Budget.

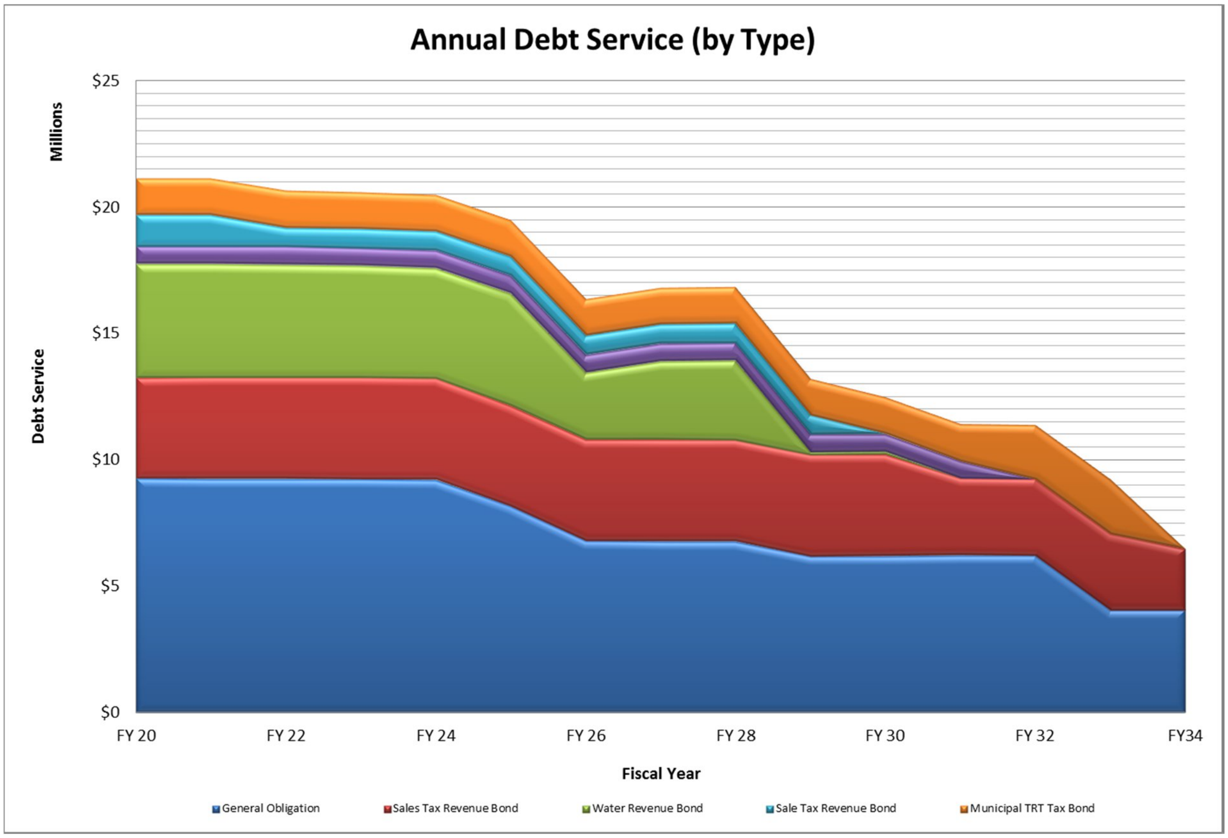


Figure E21 - Long Term Debt

Funding sources for debt service payments in FY 2019 are detailed in Figure E22. General Obligation Bonds have property tax as a dedicated source for repayment, while Water Bonds generally have water service fees as a dedicated revenue source. RDA Bonds are backed by property tax increment. Sales Tax Bonds are backed by sales tax revenue, but the City has dedicated a number of revenue sources for repayment, including lease revenue, impact fees, and unreserved general fund revenue.

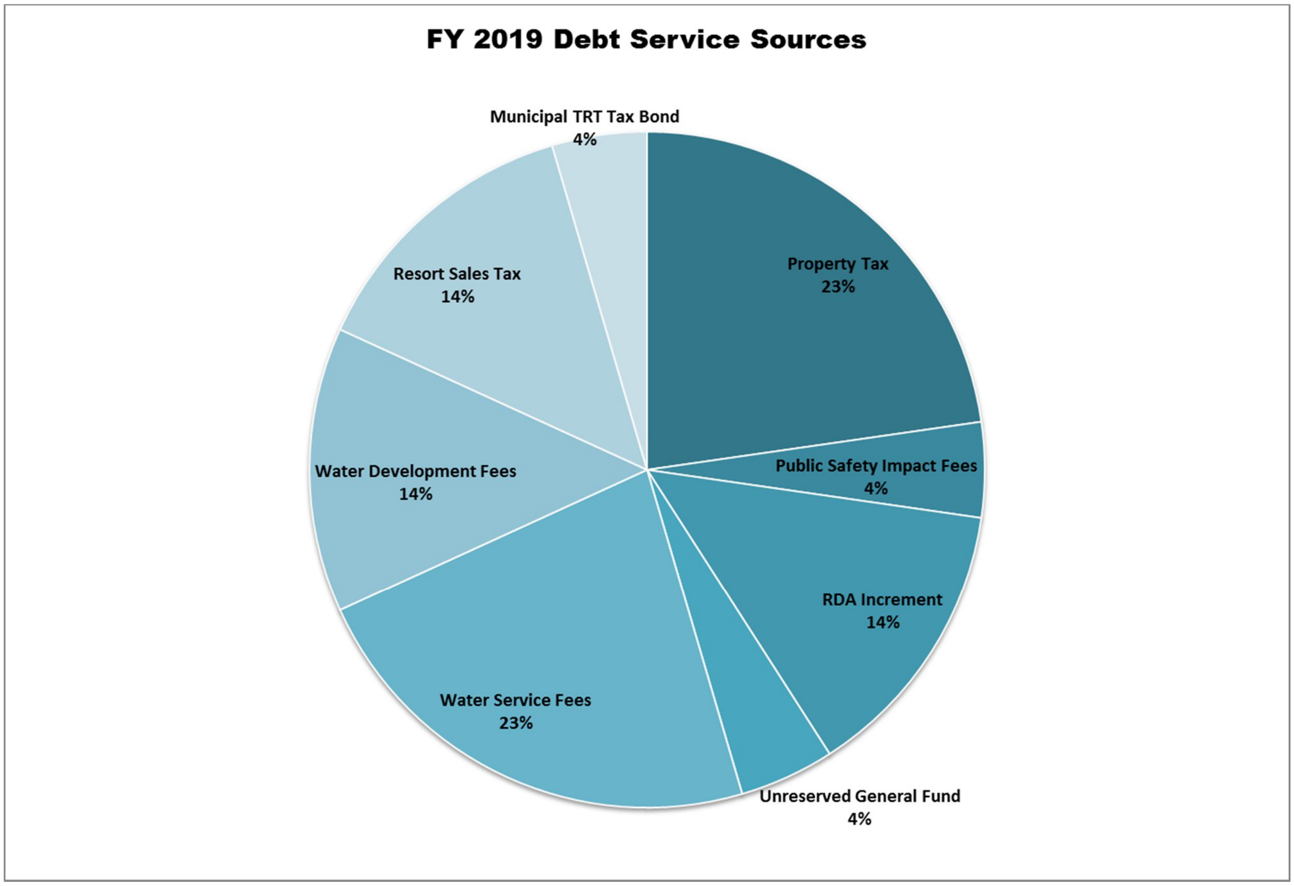


Figure E22 – Debt Funding Sources

The City's five year Capital Improvement Plan outlines a number of future projects for which it is anticipated the City expects to issue debt. The estimated impact to debt service due to possible future bonding can be seen in Figure E23. This anticipated debt includes planned Additional Resort Sales Tax projects, Lower Park RDA tax increment bonds (Sales Revenue Bonds backed with RDA tax increment), GO Bonds as well as multiple series of Water Revenue Bonds.

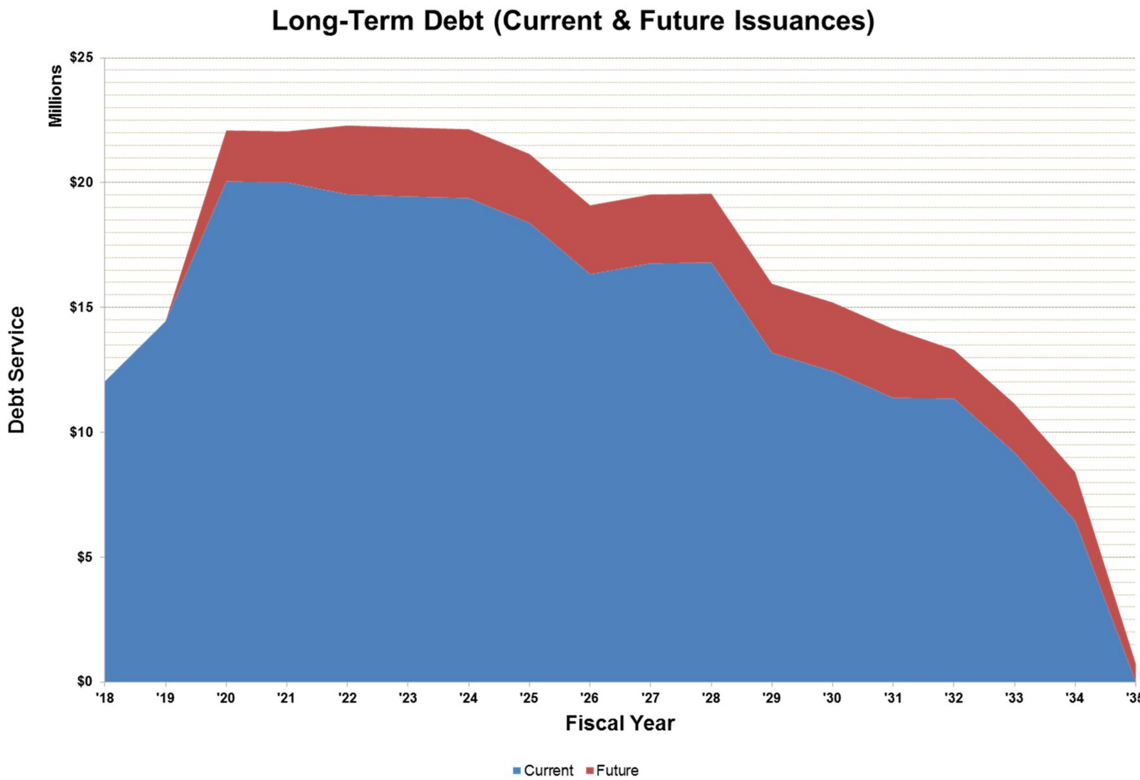


Figure E23 – Anticipated Future Debt Service Compared to Existing Debt

Perhaps the most significant measure related to debt service is the amount of debt that is secured by a non-dedicated revenue source. As previously discussed, the majority of the City's debt service is paid for with dedicated revenue such as water fees, property tax, or property tax increment, all of which the City can influence through rate adjustments.

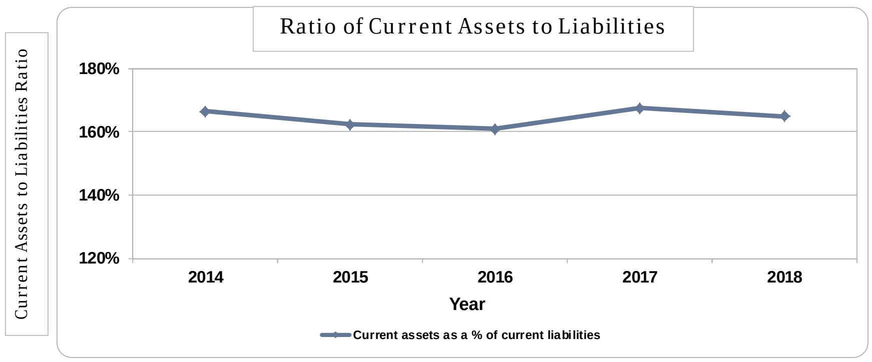
The majority of the debt service for the $20 million sales tax revenue bonds issued in 2006 will come from dedicated revenue such as property tax increment pledged from the Main Street RDA and impact fees. A portion of the debt, however, will be paid for with unreserved or surplus General Fund revenue (sales tax). The figure below shows how much of the City's annual surplus is currently pledged for debt service. Future Sales revenue bonds will come by the Additional Resort Communities sales tax revenue and will therefore not impact revenues or expenditures in the General Fund.
*This chart does not include anticipated future water debt.

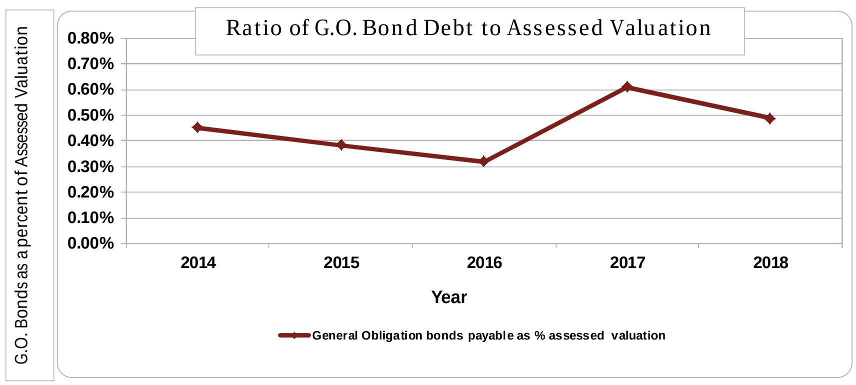
Liquidity & Long Term Debt

Liquidity is defined as cash and short-term investments as a percentage of current liabilities
Long-Term debt is defined as total General Obligation bonds payable as a percentage of assessed valuation

Description	2014	2015	2016	2017	2018
Cash and short-term investments	$16,821,758	$17,916,425	$18,041,243	$18,742,379	$20,119,863
Current Liabilities	$10,104,640	$11,033,031	$11,212,929	$11,185,428	$12,194,473
Current assets as a % of current liabilities	166%	162%	161%	168%	165%

Description	2014	2015	2016	2017	2018
Taxable valuation	$7,298,187,371	$7,636,172,285	$8,133,220,125	$8,267,457,211	$8,694,398,985
Total G. O. bonds	$33,018,370	$29,298,159	$26,009,111	$50,485,922	$42,390,000
General Obligation bonds payable as % assessed valuation	0.45%	0.38%	0.32%	0.61%	0.49%





Analysis
Liquidity determines the city's ability to pay its short-term obligations. In the private sector, liquidity is measured with the ratio of cash, short-term investments and accounts receivable over current liabilities. Public sector municipalities use the ratio of cash and short-term investments over current liabilities. According to the International City/County Management Association, both private and public sectors use the ratio of one to one or 100% or above to indicate a current account surplus.

The liquidity indicator for Park City has decreased over the time period shown due to the issue of General Obligation (or voter approved) bonds in 1999, 2000, 2003, 2004, 2006, 2008, 2009, and 2010. The majority of these G.O. bonds were allocated for the purchase of open space*. Issuing these bonds increases the long term debt and the current liability account, thus decreasing the liquidity ratio. The warning trend to be aware of in analyzing these measures, is a decreasing liquidity ratio in conjunction with an increase in long term debt. This indicates that a government might struggle to cover its financial obligations in the future.

Although it is apparent that the liquidity ratio has declined over the time period shown, it should be noted that the ratio is still above the 100% level, and that the issued G.O. bonds have a dedicated revenue source in property taxes. The Utah State Constitution states that direct debt issued by a municipal corporation should not exceed 4% of the assessed valuation, Park City has a more stringent policy of 2% of assessed valuation. The percentage of long-term debt to assessed valuation has been decreasing since 2010 and it is well below the City policy of 2%.

* 1999 bond issue was passed by a voter margin of 78% & 2003 by 81%.

Source
Current Assets - CAFR FY18 pg. 27,(General - Total). Current Liabilities - CAFR FY18 pg. 27, (General - Total Liabilities+Total deferred inflows of resources). Taxable Valuation- Summit County Assessor's Office, Gross Bonded Long-Term Debt - CAFR FY18 Schedule 14. Current Assets - CAFR FY18, Current Liabilities - CAFR FY18, Assessed Valuation- CAFR FY18, Gross

Bond Definitions

1. **Principal** - For bonds, principal generally refers to the bond's face value or the par value. Thus, a bond with a $10,000 face value represents a $10,000 loan to the issuer (i.e., $10,000 of principal). It is usually equal to the amount the bondholder receives on the bond's maturity date.
2. **Interest** - The bond is a debt security, under which the issuer owes the holders a debt and (depending on the terms of the bond) is obliged to pay them interest (the coupon) or to repay the principal at a later date, termed the maturity date. Interest is usually payable at fixed intervals (semiannual, annual, sometimes monthly).
3. **Term** - The term of the bond is the amount of time between bond issuance and bond maturity.
4. **Par** - A par bond is a bond that sells at its exact face value. This typically means that a bond sells for $1,000, since this is the face value of most bonds. A par bond will have a yield to the investor that matches the coupon amount attached to the bond.
5. **Coupon** - A coupon payment on a bond is the annual interest payment that the bondholder receives from the bond's issue date until it matures. Coupons are normally described in terms of the coupon rate, which is calculated by adding the sum of coupons paid per year and dividing it by the bond's face value.
6. **Callable** - A callable bond (also called redeemable bond) is a type of bond (debt security) that allows the issuer of the bond to retain the privilege of redeeming the bond at some point before the bond reaches its date of maturity. ... Thus, the issuer has an option which it pays for by offering a higher coupon rate.
7. **Premium** - A premium bond is a bond trading above its face value or in other words; it costs more than the face amount on the bond. A bond might trade at a premium because its interest rate is higher than current rates in the market.
8. **Refund** - Refunding is the process of retiring or redeeming an outstanding **bond** issue at maturity by using the proceeds from a new debt issue. The new issue is almost always issued at a lower rate of interest than the **refunded** issue, ensuring significant reduction in interest expense for the issuer.

PARK CITY, UTAH

Resolution

Authorizing the Issuance and Sale of

General Obligation and Refunding Bonds, Series 2020

Adopted March 5, 2020

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RESOLUTION

A RESOLUTION AUTHORIZING THE SALE AND ISSUANCE OF UP TO $10,200,000 GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2020 OF PARK CITY, UTAH; AND PROVIDING FOR RELATED MATTERS.

*** *** ***

WHEREAS, at the 2018 Bond Election, the issuance of $48,000,000 principal amount of general obligation bonds was authorized for the purpose of acquiring, improving and forever preserving open space, park and recreational land located in Treasure Hill and Armstrong/Snow Ranch Pasture (the *"Project"*);

WHEREAS, the Issuer has issued $44,000,000 of the bonds voted at the 2018 Bond Election and the Issuer has determined to authorize the issuance and sale at this time of the remaining $4,000,000 principal amount of the bonds voted at the 2018 Bond Election;

WHEREAS, pursuant to the applicable provisions of the Act, and the authorization of the 2018 Bond Election, the Issuer has the authority to issue its general obligation bonds for the purpose of paying all or a part of the cost of acquiring, constructing, improving and modifying the Project;

WHEREAS, pursuant to the applicable provisions of the Act, the Issuer has authority to refund a portion of the now outstanding general obligation bonds of the Issuer in advance of their maturity dates, and, in order to benefit the Issuer and the inhabitants of the Issuer by achieving a debt service savings on the Issuer's general obligation bonds, the Issuer desires to issue general obligation bonds for the purpose of refunding and redeeming such outstanding general obligation bonds prior to their respective stated maturity dates; and

WHEREAS, it is the finding and determination of the Issuer that the refunding of such outstanding general obligation bonds of the Issuer is beneficial to the Issuer and to the inhabitants of the Issuer; and

WHEREAS, a notice inviting electronic bids for the purchase of the Bonds will be advertised by electronic dissemination through the PARITY® electronic bid submission system;

WHEREAS, in the opinion of the Issuer, it is in the best interests of the Issuer that (a) the Designated Officer be authorized to (i) accept or reject the bids received for the Bonds pursuant to the PARITY® electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds and (ii) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Certificate of Determination containing such terms and provisions and (b) the Mayor be authorized to execute the Official Statement with respect to the Bonds;

WHEREAS, Sections 11-14-316 and 11-27-4 of the Utah Code provides for the publication of a Notice of Bonds to be Issued, and the Issuer desires to cause the publication of such a notice at this time in compliance with said Section with respect to such Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of Park City, Utah, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions. As used in this Bond Resolution (including the preambles hereto), unless the context shall otherwise require, the following terms shall have the following meanings:

"*2018 Bond Election*" means the special bond election duly and lawfully called and held in the Issuer on November 6, 2018, at which the issuance and sale by the Issuer of $48,000,000 of general obligation bonds was authorized for the purpose of acquiring, improving and forever preserving open space, park and recreational land located in Treasure Hill and Armstrong/Snow Ranch Pasture in order to protect the conservation values thereof, to eliminate any future commercial or residential development, and to make limited improvements for public access, trailhead parking and use, the results of which election were declared by the City Council of the Issuer, sitting as a Board of Canvassers, on November 20, 2018.

"*Act*" means, collectively, the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the "*Utah Code*"), the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, the Utah Refunding Bond Act, Chapter 27 of Title 11 of the Utah Code and the applicable provisions of Title 10 of the Utah Code.

"*Bond Account*" means the Bond Account established in Section 213 hereof.

"*Bond Counsel*" means Farnsworth Johnson PLLC or another attorney or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

"*Bond Registrar*" means each Person appointed by the Issuer as bond registrar and agent for the transfer, exchange and authentication of the Bonds. Pursuant to Section 206 hereof, the initial Bond Registrar is Zions Bancorporation, National Association, of Salt Lake City, Utah.

"*Bond Resolution*" means this Resolution of the Issuer adopted on March 5, 2020 authorizing the issuance and sale of the Bonds.

"*Bondowner*" or "*owner*" means the registered owner of any Bond as shown in the registration books of the Issuer kept by the Bond Registrar for such purpose.

"*Bonds*" means the Issuer's General Obligation and Refunding Bonds, Series 2020 authorized by the Bond Resolution.

"*Cede*" means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds pursuant to Section 401 hereof.

"*Certificate of Determination*" means the Certificate of Determination, a form of which is attached hereto as *Exhibit 4*, of the Designated Officer delivered pursuant to Article 2 of this Resolution, setting forth certain terms and provisions of the Bonds.

"*City Manager*" means the duly qualified and acting City Manager of the Issuer.

"*City Recorder*" means the duly qualified and acting City Recorder of the Issuer or in the absence or disability of such person, such other official as shall be duly authorized to act in the City Recorder's stead.

"*City Treasurer*" means the duly qualified and acting City Treasurer of the Issuer.

"*Closing Date*" means the date of the initial issuance of the Bonds.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Continuing Disclosure Undertaking*" means the Continuing Disclosure Undertaking of the Issuer, in substantially the form attached hereto as *Exhibit 1*, dated the Closing Date, for the purpose of providing continuing disclosure information under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"*Depository Account*" means the Depository Account established in Section 213 hereof.

"*Designated Officer*" means the City Manager, or, in the event of the absence or incapacity of the City Manager, the City Treasurer, or in the event of the absence or incapacity of both the City Manager and the City Treasurer, the Mayor.

"*DTC*" means The Depository Trust Company, New York, New York, and its successors and assigns.

"*Exchange Bond*" means any Exchange Bond as defined in Section 209 hereof.

"*Issuer*" means Park City, Utah.

"*Letter of Representations*" means the Blanket Issuer Letter of Representations from the Issuer to DTC, dated August 26, 1999.

"*Mayor*" means the duly qualified and acting Mayor of the Issuer or in the absence or disability of such person, the duly qualified and acting Mayor Pro Tem of the Issuer.

“*Moody’s*” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

“*Official Statement*” means the Official Statement with respect to the Bonds, in substantially the form attached hereto as *Exhibit 2.*

“*Participants*” means those broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository.

“*Paying Agent*” means each Person appointed by the Issuer as paying agent with respect to the Bonds. Pursuant to Section 206 hereof, the initial Paying Agent is Zions Bancorporation, National Association, of Salt Lake City, Utah.

“*Person*” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“*Project Account*” means the Project Account established in Section 213 hereof.

“*Purchaser*” means the initial purchaser or purchasers of the Bonds from the Issuer.

“*Rating Agencies*” means Moody’s, if the Bonds are then rated by Moody’s and S&P, if the Bonds are then rated by S&P.

“*Record Date*” means (a) in the case of each interest payment date, the day that is 15 days preceding such interest payment date, or if such day is not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and (b) in the case of each redemption, such record date as shall be specified by the Bond Registrar in the notice of redemption required by Section 207 hereof, *provided* that such record date shall be not less than 15 calendar days before the mailing of such notice of redemption.

“*Refunded Bonds*” means the portion of the Issuer’s currently outstanding Series 2009 Bonds, if any, and Series 2010B Bonds, if any, designated as “Refunded Bonds” in the Certificate of Determination.

“*Regulations*” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the Code.

“*Series 2009 Bonds*” means the Issuer’s General Obligation and Refunding Bonds, Series 2009, dated June 16, 2009, originally issued in the aggregate principal amount of $13,500,000.

“*Series 2010B Bonds*” means the Issuer’s General Obligation Bonds, Series 2010B (Federally Taxable–Direct Pay–Build America Bonds), dated April 30, 2010, originally issued in the aggregate principal amount of $6,000,000.

"Standard & Poor's" or *"S&P"* means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Standard & Poor's" or "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer to the Paying Agent.

"Tax Certificate" means any agreement or certificate of the Issuer that the Issuer may execute in order to establish and maintain the excludability of interest on the Bonds from gross income of the owners thereof for federal income tax purposes.

"United States" means the government of the United States of America.

"Utah Code" means Utah Code Annotated 1953, as amended.

Section 102. Rules of Construction. Unless the context otherwise requires:

(a) references to Articles and Sections are to the Articles and Sections of this Bond Resolution;

(b) the singular form of any word, including the terms defined in Section 101, includes the plural, and vice versa, and a word of any gender includes all genders; and

(c) the terms *"hereby," "hereof," "hereto," "herein," "hereunder"* and any similar terms as used in this Bond Resolution refer to this Bond Resolution.

Section 103. Authority for Bond Resolution. This Bond Resolution is adopted pursuant to the provisions of the Act.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF BONDS

Section 201. Authorization of Bonds, Principal Amount, Designation and Series. In accordance with and subject to the terms, conditions and limitations established by the Act and in the Bond Resolution, a series of General Obligation and Refunding Bonds of the Issuer is hereby authorized to be issued in the aggregate principal amount of $10,200,000. Such series of bonds shall be designated *"General Obligation and Refunding Bonds, Series 2020."* If the Designated Officer determines pursuant to Sections 204(b)(i) and 209 hereof that the principal amount to be issued shall be less than $10,200,000, then the principal amount of such series of bonds shall be limited to the amount so determined by the Designated Officer.

Section 202. Purpose. The Bonds are hereby authorized to be issued under authority of the Act for the purpose of (i) acquiring, constructing, improving and modifying the Project, (ii) refunding the Refunded Bonds in advance of their maturity and (iii) paying certain costs related to the issuance and sale of the Bonds.

Section 203. Issue Date. The Bonds shall be dated as of the Closing Date.

Section 204. Bond Details; Delegation of Authority. (a) The Bonds shall mature on the dates and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually each year, at the rates per annum, all as provided in the Certificate of Determination.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in the Bond Resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the principal amount of the Bonds necessary to accomplish the purpose of the Bonds set forth in Section 202 herein and the aggregate principal amount of the Bonds to be executed and delivered pursuant to Section 209 herein; *provided* that the aggregate principal amount of the Bonds shall not exceed $10,200,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than 16 years from their date or dates;

(iii) the interest rate or rates of the Bonds, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 5.00% per annum;

(iv) the sale of the Bonds to the Purchaser and the purchase price to be paid by the Purchaser for the Bonds; *provided, however*, that the discount from par of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Bonds, if any;

(vii) the maturity dates and amounts of the Series 2009 Bonds, if any, and the Series 2010B Bonds, if any, to be refunded as Refunded Bonds by the Bonds (the Designated Officer may determine that it is not beneficial to the Issuer and the inhabitants of the District to refund any of the Series 2009 Bonds or the Series 2010B Bonds);

(viii) the use and deposit of the proceeds of the Bonds; and

(ix) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of the Bond Resolution.

(c) Immediately following the date and time specified in the Official Notice of Bond Sale attached to the Official Statement for the receipt of bids for the purchase of the Bonds, the Designated Officer shall obtain such information as he or she deems necessary to make such determinations as provided above and to determine the bid of the responsible bidder that results in the lowest effective interest rate to the Issuer (the *"Best Bidder"*). Thereupon, the Designated Officer shall make such determinations as provided above, shall award the bid to the Best Bidder and shall execute the Certificate of Determination containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the awarding of such bid to the Best Bidder and the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Article II hereof. If the Designated Officer determines that it is in the best interest of the Issuer, the Designated Officer may (i) waive any irregularity or informality in any bid or in the electronic bidding process; and (ii) reject any and all bids for the Bonds.

(d) Each Bond shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an interest payment date, in which event it shall bear interest from the date thereof, or (ii) it is registered and authenticated prior to the first interest payment date, in which event it shall bear interest from its date, or (iii) as shown by the records of the Bond Registrar, interest on the Bonds shall be in default, in which event it shall bear interest from the date to which interest has been paid in full. The Bond Registrar shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the form of Bond Registrar's certificate of authentication on each Bond. The Bonds shall bear interest on overdue principal at the respective rates provided in the Certificate of Determination.

Section 205. Denominations and Numbers. The Bonds shall be issued as fully-registered bonds, without coupons, in the denomination of $5,000 or any whole multiple thereof, not exceeding the amount of each maturity. The Bonds shall be numbered with the letter prefix "R-" and from one (1) consecutively upwards in order of issuance.

Section 206. Paying Agent and Bond Registrar. Zions Bancorporation, National Association, of Salt Lake City, Utah, is hereby appointed the initial Paying Agent and Bond Registrar for the Bonds. The Issuer may remove any Paying Agent and any Bond Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the Issuer a written acceptance thereof. The principal of, and premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal of and premium, if any, on the Bonds shall be payable when due to the owner of each Bond upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Payment of interest on each Bond shall be made to the Person that, as of the Record Date, is the owner of the Bond and shall be made by check or draft mailed to the Person that, as of the Record Date, is the owner of the Bond, at the address of such owner as it appears on the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date.

Section 207. Redemption and Redemption Price; Notice of Redemption. (a) The Bonds may be subject to redemption prior to maturity, at the election of the Issuer, on the date specified in the Certificate of Determination (the *"First Redemption Date"*), if any, and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

(b) The Bonds may be subject to mandatory redemption by operation of sinking fund installments as provided in the Certificate of Determination. If the Bonds are subject to mandatory sinking fund redemption and less than all of the Bonds then outstanding are redeemed in a manner other than pursuant to a mandatory sinking fund redemption, the principal amount so redeemed shall be credited at 100% of the principal amount thereof by the Bond Registrar against the obligation of the Issuer on such mandatory sinking fund redemption dates for the Bonds in such order as directed by the Issuer.

(c) If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds or portion of Bonds of such maturity to be redeemed shall be selected at random by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a whole multiple thereof, and in selecting portions of such Bonds for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of $5,000 denomination that is obtained by dividing the principal amount of such Bond by $5,000.

(d) Notice of redemption shall be given by the Bond Registrar by registered or certified mail, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the owner, as of the Record Date, of each Bond that is subject to redemption, at the address of such owner as it appears in the registration books of the Issuer kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date. Each notice of redemption shall state the Record Date, the principal amount, the redemption date, the place of redemption, the redemption price and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds or portions of Bonds to be redeemed, and shall also state that the interest on the Bonds in such notice designated for redemption shall cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of the Bonds to be redeemed the principal thereof and interest accrued thereon to the redemption date. Each notice of optional redemption may further state that such redemption shall be conditional upon the receipt by the Paying Agent, on or prior to the date fixed for such redemption, of moneys sufficient to pay the principal of and premium, if any, and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the owner receives such notice. Failure to give such notice or any defect therein with respect to any Bond shall not affect the validity of the proceedings for redemption with respect to any other Bond.

(e) In addition to the foregoing notice under subsection (c) above, further notice of such redemption shall be given by the Bond Registrar as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner affect the validity of a call for redemption if notice thereof is given as prescribed above.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date to DTC in accordance with the operating procedures then in effect for DTC, and to all other registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds designated to the Bond Registrar by the Issuer, to the Rating Agencies and to any other nationally recognized information services as designated by the Issuer to the Bond Registrar.

(f) If notice of redemption shall have been given as described above and the condition described in Section 207(c) hereof, if any, shall have been met, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such bonds shall cease to accrue and become payable.

(g) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number or numbers identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(h) The Bond Registrar shall also give any notice of the "defeasance" or redemption of the Bonds that may be required by the Continuing Disclosure Undertaking provided that the Issuer shall provide to the Bond Registrar any documents or other information that the Bond Registrar requests to provide such notice.

Section 208. Issuance, Sale and Delivery of Bonds. Under authority of the Act, the Bonds shall be issued by the Issuer for the purpose set forth in Section 202 hereof. The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in Section 210 hereof.

Section 209. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the Mayor and attested and countersigned by the City Recorder (the signatures of the Mayor and City Recorder being either manual or by facsimile) and the official seal of the Issuer or a facsimile thereof shall be impressed or printed thereon. The use of such manual or facsimile signatures of the Mayor and the City Recorder and such facsimile or impression of the official seal of the Issuer on the Bonds are hereby authorized, approved and adopted by the Issuer as the authorized and authentic execution, attestation, countersignature and sealing of the Bonds by said officials on behalf of the Issuer. The Bonds shall then be delivered to the Bond Registrar for manual authentication by it. Only such of the Bonds as shall bear thereon a certificate of authentication, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of the Bond Resolution, and such certificate of the Bond Registrar shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Bond Resolution and that the owner thereof is entitled to the benefits of this Bond Resolution. The certificate of authentication of the Bond Registrar on any Bond shall be deemed to have been executed by it if (i) such Bond is signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder or that all of the Bonds hereunder be authenticated by the same Bond Registrar, and (ii) the date of registration and authentication of the Bond is inserted in the place provided therefor on the certificate of authentication.

The Mayor and the City Recorder are authorized to execute, countersign, attest and seal from time to time, in the manner described above, Bonds (the *"Exchange Bonds"*) to be issued and delivered for the purpose of effecting transfers and exchanges of Bonds pursuant to Article III hereof. At the time of the execution, countersigning, attestation and sealing of the Exchange Bonds by the Issuer, the payee, principal amount, maturity and interest rate may be in blank. Upon any transfer or exchange of Bonds pursuant to Article III hereof, the Bond Registrar shall cause to be inserted in appropriate Exchange Bonds the appropriate payee, principal amount, maturity and interest rate. The Bond Registrar is hereby authorized and directed to hold the Exchange Bonds and to complete, authenticate and deliver the Exchange Bonds for the purpose of effecting transfers and exchanges of Bonds; *provided* that any Exchange Bonds authenticated and delivered by the Bond Registrar shall bear the same series, maturity and interest rate as Bonds delivered to the Bond Registrar for exchange or transfer and shall bear the name of such payee as the Bondowner requesting an exchange or transfer shall designate; and *provided further* that upon the delivery of any Exchange Bonds by the Bond Registrar a like principal amount of Bonds submitted for transfer or exchange, and of like series and having like maturity dates and interest rates, shall be cancelled. The execution, countersignature, attestation and sealing by the Issuer and delivery to the Bond Registrar of any Exchange Bond shall constitute full and due authorization of such Bond containing such payee, principal amount, maturity and interest rate as the Bond Registrar shall cause to be inserted, and the Bond Registrar shall thereby be authorized to authenticate and deliver such Exchange Bond in accordance with the provisions hereof.

In case any officer whose signature or a facsimile of whose signature shall appear on any Bond (including any Exchange Bond) shall cease to be such officer before the issuance or delivery of such Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

Section 210. Delivery of the Bonds; Application of Proceeds. The City Manager, City Treasurer, Budget Officer or other officer of the Issuer is hereby authorized and instructed to make delivery of the Bonds to the Purchaser and to receive payment therefor in accordance with the terms of sale and to set the proceeds of sale of the Bonds, together with any legally available funds of the Issuer (including monies held by the Issuer for payment of debt service on the Refunded Bonds) in the amount specified in the Certificate of Determination, aside for deposit and use as provided in the Certificate of Determination.

Section 211. Continuing Disclosure Undertaking. The Mayor is hereby authorized, empowered and directed to execute and deliver, and the City Recorder to seal, countersign, and attest, the Continuing Disclosure Undertaking (the *"Continuing Disclosure Undertaking"*) in substantially the same forms as now before the City Council of the Issuer and attached hereto as *Exhibit 1*, respectively, or with such changes therein as the Mayor shall approve, his execution thereof to constitute conclusive evidence of his approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Issuer as herein provided, the Continuing Disclosure Undertaking will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Bond Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Undertaking.

Section 212. Further Authority. The Mayor and the City Recorder and other officers of the Issuer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale, registration and delivery of the Bonds and to fulfill the obligations of the Issuer hereunder and thereunder.

Section 213. Establishment of Accounts. (a) The following accounts on the accounting records of the Issuer are hereby created, which are to be held as follows:

(i) Bond Account, to be held by the Issuer;

(ii) Depository Account, to be held by the Paying Agent; and

(iii) Project Account, to be held by the Issuer.

(b) Pending application for the purposes contemplated hereby, moneys on deposit in the Bond Account, Depository Account and Project Account shall be invested as permitted by law in investments approved by the City Manager or other authorized officer of the Issuer. Following the earlier of 60 days after the Closing Date or the date upon which all of the costs of issuance of the Bonds have been paid, any moneys remaining from the sale proceeds of the Bonds held by the Paying Agent at the direction of the City Manager, City Treasurer, Budget Officer or other officer of the Issuer pursuant to Section 210 hereof to pay the costs of issuance of behalf of the Issuer shall be transferred to the Depository Account and used to pay interest on the Bonds.

Section 214. Authorization of Redemption Prior to Maturity of Refunded Bonds. The Refunded Bonds shall be called for redemption on the date specified in the Certificate of Determination, at the redemption price of one hundred percent (100%) of the principal amount of each such Series 2009 Bond and Series 2010B Bonds so called for redemption plus accrued interest thereon to the date fixed for redemption. Notice of such redemption shall be given as provided in the bond resolutions for the Series 2009 Bonds and Series 2010B Bonds, respectively.

ARTICLE III

TRANSFER AND EXCHANGE OF BONDS; BOND REGISTRAR

Section 301. Transfer of Bonds. (a) Any Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar pursuant to Section 303 hereof, by the Person in whose name it is registered, in person or by such owner's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Bond or Bonds shall be surrendered for transfer, the Bond Registrar shall authenticate and deliver a new fully-registered Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the Issuer, for a like aggregate principal amount. The Bond Registrar shall require the payment by the Bondowner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. With respect to each Bond, no such transfer shall be required to be made (i) after the Record Date with respect to any interest payment date to and including such interest payment date, or (ii) after the Record Date with respect to any redemption of such Bond.

(c) The Bond Registrar shall not be required to register the transfer of or exchange any Bond selected for redemption, in whole or in part, except the unredeemed portion of Bonds being redeemed in part. Upon surrender of any Bond redeemed in part only, the Issuer shall execute, and the Bond Registrar shall authenticate and deliver to the Bondowner at the expense of the Issuer, a new Bond or Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate and of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered.

Section 302. Exchange of Bonds. Bonds may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of fully-registered Bonds (which may be an Exchange Bond or Bonds pursuant to Section 209 hereof) of the same series, designation, maturity and interest rate of other authorized denominations. The Bond Registrar shall require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. With respect to each Bond, no such exchange shall be required to be made (a) after the Record Date with respect to any interest payment date to and including such interest payment date, or (b) after the Record Date with respect to any redemption of such Bond.

Section 303. Bond Registration Books. This Bond Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code. The Bond Registrar shall keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register or transfer, or cause Bonds to be registered or transferred on those books as herein provided.

Section 304. List of Bondowners. The Bond Registrar shall maintain a list of the names and addresses of the owners of all Bonds and upon any transfer shall add the name and address of the new Bondowner and eliminate the name and address of the transferor Bondowner.

Section 305. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and the City Recorder are authorized to execute the Bond Registrar's standard form of agreement between the Issuer and the Bond Registrar with respect to the compensation, obligations and duties of the Bond Registrar hereunder, which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondowners as set forth herein and to furnish such list to the Issuer upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds that have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed;

(f) to furnish to the Issuer, at its request, at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds; and

(g) to comply with all applicable provisions of DTC's operational arrangements, as provided in Section 402 hereof.

ARTICLE IV

BOOK-ENTRY SYSTEM; LIMITED OBLIGATION OF ISSUER; LETTER OF REPRESENTATIONS

Section 401. Book-Entry System; Limited Obligation of Issuer. (a) The Bonds shall be initially issued in the form of a separate, single, certificated, fully-registered Bond for each of the maturities set forth in Section 204 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC. Except as provided in Section 403 hereof, all of the outstanding Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC.

(b) With respect to Bonds registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other Person, other than a Bondowner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to the principal of or premium, if any, or interest on the Bonds. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, for the purpose of giving notices of redemption and for all other purposes whatsoever. The Paying Agent shall pay all principal of, and premium, if any, and interest on, the Bonds only to the respective Bondowners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided in Section 206 hereof, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, and premium, if any, and interest on, the Bonds to the extent of the sum or sums so paid. No Person other than a Bondowner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution.

(c) Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions herein with respect to Record Dates, the word *"Cede"* in this Bond Resolution shall refer to such new nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Bond Registrar and the Paying Agent.

Section 402. Letter of Representations. The Issuer's prior execution and delivery of the Letter of Representations shall not in any way limit the provisions of Section 401 hereof or in any other way impose upon the Issuer any obligation whatsoever with respect to Persons having interests in the Bonds other than the Bondowners, as shown on the registration books kept by the Bond Registrar. In the written acceptance of each Paying Agent and Bond Registrar referred to in Section 206 hereof, such Paying Agent and Bond Registrar, respectively, shall agree to take all action necessary for all of DTC's operational arrangements pertaining to the Paying Agent and Bond Registrar, respectively, to at all times be complied with.

Section 403. Transfers Outside Book-Entry System. At the option of the Issuer or upon receipt by the Issuer of written notice from DTC that DTC is unable or unwilling to discharge its responsibilities, and no substitute depository willing to undertake the functions of DTC hereunder can be found that is willing and able to undertake such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Bondowners transferring or exchanging Bonds shall designate, in accordance with the provisions of Article III hereof.

Section 404. Payments to Cede. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE V

COVENANTS AND UNDERTAKINGS

Section 501. Covenants of Issuer. All covenants, statements, representations and agreements contained in the Bonds and all recitals and representations in the Bond Resolution are hereby considered and understood, and it is hereby confirmed that all such covenants, statements, representations and agreements are the covenants, statements, representations and agreements of the Issuer.

Section 502. Levy of Taxes; Bond Account The Issuer covenants and agrees that to pay the interest falling due on the Bonds as the same becomes due, and also to provide a sinking fund for the payment of the principal of the Bonds at maturity, there shall be levied on all taxable property in the City in addition to all other taxes, a direct annual tax sufficient to pay the interest on the Bonds and to pay and retire the same. These taxes when collected shall be applied solely for the purpose of the payment of the interest on and principal of the Bonds, respectively, and for no other purpose whatsoever until the indebtedness so contracted under the Bond Resolution, principal and interest, shall have been fully paid, satisfied and discharged, but nothing herein contained shall be so construed as to prevent the Issuer from applying any other funds that may be in the Issuer's treasury and available for that purpose to the payment of such interest and principal as the same respectively become due and mature. The levy or levies herein provided for may thereupon be diminished to that extent. The sums herein provided for to meet the interest on the Bonds and to discharge the principal thereof when due are hereby appropriated for that purpose, and the required amount for each year shall be included by the Issuer in its annual budget and its statement and estimate as certified to the Board of County Commissioners of Summit County, Utah and the Board of County Commissioners of Wasatch County, Utah, in each year. Principal or interest falling due at any time when there shall not be available from the proceeds of the levies described in this Section money sufficient for the payment thereof shall, to the extent of such deficiency, be paid from other funds of the Issuer available for such purpose, and such other funds shall be reimbursed when the proceeds of such levies become available.

On or prior to the second business day next preceding each date on which payment of principal of or interest on the Bonds is to be made, the Issuer shall deposit into the Bond Account an amount sufficient to pay principal of and interest on the Bonds on such payment date. Moneys remaining on deposit immediately after each such payment date, including any investment earnings thereon earned during the period of such deposit, shall be immediately withdrawn from the Bond Account by the Issuer and commingled with the general funds of the Issuer. The Issuer has established the Bond Account primarily to achieve a proper matching of revenues and debt service on the Bonds. The Bond Account shall be depleted at least once each year by the Issuer, except for a reasonable carryover amount not to exceed the greater of one year's earnings on the Bond Account or one-twelfth of the annual debt service on the Bonds.

Section 503. Arbitrage Covenant; Covenant to Maintain Tax-Exemption. (a) The Mayor, the City Recorder and other appropriate officials of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section will be complied with and (v) interest on the Bonds is not and will not become includible in gross income of the owners thereof for federal income tax purposes under the Code and applicable Regulations.

(b) The Issuer covenants and certifies to and for the benefit of the owners from time to time of the Bonds that:

(i) it will at all times comply with the provisions of any Tax Certificates;

(ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code and the Regulations, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made, the creation of any rebate fund to provide for the payment of any required rebate and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated, except to the extent that the Bonds are not subject to such arbitrage rebate requirements;

(iii) no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) it will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Bonds to be "private activity bonds" described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer (other than the Bonds) have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Bonds and ending 15 days following the delivery of the Bonds, other than the Bonds;

(vi) it will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code;

(vii) it recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is excludable from gross income of the owners thereof for federal income tax purposes under laws in force at the time the Bonds are initially delivered and the Issuer agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form without an opinion of Bond Counsel to the effect that such action will not adversely affect the excludability of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes; and

(viii) it acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Issuer may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

ARTICLE VI

FORM OF BONDS

Section 601. Form of Bonds. Each fully-registered Bond shall be, respectively, in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required (including, but not limited to, such changes as may be necessary if the Bonds at any time are no longer held in book-entry form as permitted by Section 403 hereof):

[FORM OF BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Registered　　　　　　　　　　　　　　　　　　　　　　　　　　　　Registered

UNITED STATES OF AMERICA

STATE OF UTAH

PARK CITY

GENERAL OBLIGATION AND REFUNDING BOND, SERIES 2020

Number R-____　　　　　　　　　　　　　　　　　　　　　　　　　　$___________

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
________%	___________, _____	_________, 2020	_______

REGISTERED OWNER:

PRINCIPAL AMOUNT: ---------------------------------- DOLLARS-------------------------------------

KNOW ALL MEN BY THESE PRESENTS that Park City, Utah (the "*Issuer*"), a duly organized and existing municipal corporation and a political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, on the maturity date identified above, upon presentation and surrender hereof, the principal amount identified above (the "*Principal Amount*"), and to pay the registered owner hereof interest on the balance of the Principal Amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from the dated date identified above (the "*Dated Date*"), or unless, as shown by the records of the hereinafter referred to Bond Registrar, interest on the hereinafter referred to Bonds shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, at the interest rate per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months) identified above (the *"Interest Rate"*), payable semiannually on ___________ 1 and ___________ 1 in each year, commencing ___________ 1, ______, until payment in full of the Principal Amount, except as the provisions set forth in the hereinafter defined Bond Resolution with respect to redemption prior to maturity may become applicable hereto. This Bond shall bear interest on overdue principal at the Interest Rate. Principal of and premium, if any, on this Bond shall be payable upon presentation and surrender hereof at the principal corporate trust office of Zions Bancorporation, National Association, of Salt Lake City, Utah, as Paying Agent for the Bonds, or at the principal corporate trust office of any successor who is at the time the Paying Agent of the Issuer, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts; and payment of the interest hereon shall be made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record on the Record Date.

This Bond is one of the General Obligation and Refunding Bonds, Series 2020 of the Issuer (the *"Bonds"*), limited to the aggregate principal amount of ___________________ Dollars ($_____________), dated as of the Dated Date, issued under and by virtue of the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the *"Utah Code"*), the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code, and the applicable provisions of Title 10 of the Utah Code (collectively, the *"Act"*), and under and pursuant to a resolution of the Issuer adopted on March 5, 2020 (the *"Bond Resolution"*).

Zions Bancorporation, National Association, of Salt Lake City, Utah, is the initial bond registrar and paying agent of the Issuer with respect to the Bonds. This bond registrar and paying agent, together with any successor bond registrar or paying agent, are referred to herein, respectively, as the *"Bond Registrar"* and the *"Paying Agent."*

The Issuer covenants and is by law required to levy annually a sufficient tax to pay interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof as the same falls due.

This Bond is transferable, as provided in the Bond Resolution, only upon the books of the Issuer kept for that purpose at the principal corporate trust office of the Bond Registrar, by the registered owner hereof in person or by such owner's attorney duly authorized in writing. Such transfer shall be made upon surrender of this Bond, together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or such duly authorized attorney and upon the payment of the charges prescribed in the Bond Resolution, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Bond, all as provided in the Bond Resolution. No transfer of this Bond shall be effective until entered on the registration books kept by the Bond Registrar. The Issuer, the Bond Registrar and the Paying Agent may treat and consider the person in whose name this Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever, and neither the Issuer, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are issuable solely in the form of registered Bonds in the denomination of $5,000 or any whole multiple thereof.

[The Bonds maturing on or after ___________ 1, ______, are subject to redemption prior to maturity, at the election of the Issuer, on ___________ 1, ______ (the *"First Redemption Date"*) and on any date thereafter, in whole or in part, from such maturities or parts thereof as shall be selected by the Issuer, upon notice given as provided below, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

Notice of redemption shall be given by the Bond Registrar by registered or certified mail not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owner of each Bond that is subject to redemption, at the address of such registered owner as it appears on the registration books kept by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar, all as provided in the Bond Resolution.

If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in that notice shall become due and payable at the applicable redemption price on the redemption date therein designated. If on the redemption date, moneys for the payment of the redemption price of all the Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on that date, then from and after the redemption date interest on such Bonds shall cease to accrue and become payable.

Less than all of a Bond in a denomination in excess of $5,000 may be so redeemed. In such case, upon the surrender of such Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, registered Bonds of any of the authorized denominations, at the option of such owner, all as more fully set forth in the Bond Resolution. In selecting portions of any registered Bond that is of a denomination of more than $5,000 for redemption, the Bond Registrar will treat each such Bond as representing that number of Bonds of $5,000 denomination that is obtained by dividing the principal amount of such Bond by $5,000.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Bond Resolution.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby certified and recited that all conditions, acts and things required by the Constitution or laws of the State of Utah and by the Act and the Bond Resolution to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the Constitution and laws referenced above, and that the full faith and credit of the Issuer are hereby irrevocably pledged to the punctual payment of the principal of and interest on this Bond according to its terms.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, PARK CITY, UTAH, has caused this Bond to be signed in its name and on its behalf by its Mayor and countersigned and attested by the City Recorder, and has caused its official seal or a facsimile thereof to be impressed or imprinted hereon, all as of the Dated Date.

PARK CITY, UTAH

By (manual signature)
Mayor

[SEAL]

COUNTERSIGN AND ATTEST:

By (manual signature)
City Recorder

[Form of Bond Registrar's Certificate of Authentication]

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the General Obligation and Refunding Bonds, Series 2020 of Park City, Utah.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Bond Registrar

By
Authorized Officer

Date of registration
and authentication: ________________, 2020.

Bond Registrar and Paying Agent:

Zions Bancorporation, National Association
Corporate Trust Department
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_________ Custodian _________
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Transfers to Minors Act of __________________________________ (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of PARK CITY, UTAH, and hereby irrevocably constitutes and appoints ________ ____ attorney, to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: ______________________ SIGNATURE: ____________________________

SIGNATURE GUARANTEED:

____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

ARTICLE VII

MISCELLANEOUS

Section 701. Final Official Statement. The Official Statement of the Issuer is hereby authorized in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 2*, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Certificate of Determination. The Mayor shall sign and deliver the Official Statement to the Purchaser for distribution to prospective purchasers of the Bonds and other interested persons. The approval of the Mayor of any such changes, omissions, insertions and revisions shall be conclusively established by the Mayor's execution of the Official Statement.

Section 702. Preliminary Official Statement Deemed Final. The use and distribution of the Official Statement in preliminary form (the *"Preliminary Official Statement"*), in substantially the form presented at this meeting and in the form attached hereto as *Exhibit 2*, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the City Treasurer shall deem advisable. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds. The Mayor, the City Recorder and the City Treasurer are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming the Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

Section 703. Notice of Bond to be Issued In accordance with the provisions of Sections 11-14-316 and 11-27-4 of the Utah Code, the City Recorder shall cause the "Notice of Bonds to be Issued," in substantially the form attached hereto as *Exhibit 3*, to be published one time in *The Park Record*, a newspaper of general circulation in the City, and shall cause a copy of this Bond Resolution (together with all exhibits hereto) to be kept on file in her office for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of publication thereof.

For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Bond Resolution or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Bond Resolution or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 704. Payments Due on Non-Business Days. If a payment date is not a business day, then payment may be made on the next business day, and no interest shall accrue for the intervening period.

Section 705. Ratification. All proceedings, resolutions and actions of the Issuer and its officers taken in connection with the sale and issuance of the Bonds are hereby ratified, confirmed and approved, including, without limitation, the publication of the notice of sale for the Bonds as set out in the preambles hereto.

Section 706. Severability. It is hereby declared that all parts of this Bond Resolution are severable, and if any section, paragraph, clause or provision of this Bond Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Bond Resolution.

Section 707. Conflict. All resolutions, orders and regulations or parts thereof heretofore adopted or passed that are in conflict with any of the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

Section 708. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

Section 709. Effective Date. This Bond Resolution shall take effect immediately.

ADOPTED AND APPROVED on March 5, 2020.

PARK CITY, UTAH

By ______________________________________
Mayor

ATTEST AND COUNTERSIGN:

By ________________________________
City Recorder

APPROVED AS TO FORM:

By ______________________________________
City Attorney

EXHIBIT 1

[FORM OF CONTINUING DISCLOSURE UNDERTAKING]

EXHIBIT 2

[ATTACH FORM OF OFFICIAL STATEMENT]

EXHIBIT 3

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sections 11-14-316 and 11-27-4, Utah Code Annotated 1953, as amended, that on March 5, 2020, the City Council (the *"Council"*) of Park City, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of its general obligation bonds (the *"Bonds"*), in the aggregate principal amount of not to exceed Ten Million Two Hundred Dollars, to bear interest at a rate or rates of not to exceed five percent per annum, to mature over a period not to exceed sixteen years from their date or dates and to be sold at a discount from par, expressed as a percentage of the principal amount, of not to exceed two percent.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of (a) acquiring, improving and forever preserving open space, park and recreational land located in Treasure Hill and Armstrong/Snow Ranch Pasture (the *"Project"*) and (b) refunding all or a portion of the City's currently outstanding General Obligation Bonds, Series 2009 and General Obligation Bonds, Series 2010B (Federally Taxable–Direct Pay–Build America Bonds) (collectively, the *"Refunded Bonds"*). The principal amount of the Bonds issued to refund the Refunded Bonds may exceed the principal amount of the Refunded Bonds. The Bonds may be issued in one or more series at one or more times and may be issued together with one or more additional series of general obligation bonds of the Issuer.

The City proposes to pledge the full faith and credit of the City for the payment of its general obligation bonds and may be obligated to levy and collect ad valorem taxes without limitation as to rate or amount in order to pay the general obligation bonds, as provided by law.

The total par amount of the City's currently outstanding general obligation bonds is $_______________. More detailed information relating to the outstanding general obligation bonds of the City is available from the City Treasurer. The estimated total cost to the City of the Bonds, if such Bonds are held until maturity and based on estimated interest rates currently in effect, is $________________.

The Bonds are to be issued and sold by the City pursuant to the Resolution. A copy of the Resolution is on file in the office of the City Recorder of the City, located in the Marsac Municipal Building, at 445 Marsac Avenue, Park City, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution (including the final bond resolution attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or the provisions for their security or payment for any cause.

DATED March 5, 2020.

EXHIBIT 4

[FORM OF CERTIFICATE OF DETERMINATION]

Council Agenda Item Report

Meeting Date: March 5, 2020
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section:

Subject:
2020 Legislative Update
(A) Public Input

Suggested Action:
Each week during the 2020 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.

Attachments: