PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 26, 2017

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, January 26, 2017.

CLOSED SESSION

4:30 p.m. To Discuss Property, Personnel, and Litigation

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

- Quarterly Financial Report - Fiscal Year 2017 PAGE 3
- Arts and Culture Master Plan Funding Update PAGE 13

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

IV. APPOINTMENTS

1. Special Event Advisory Committee (SEAC) Appointments of Sarah Aures, Penn Kinsey, and Karen West-Ellis for Terms Which Will Expire June, 2019 PAGE 21

2. Consideration to Appoint a Mayor Pro Tem and Alternate for Calendar Year 2017 PAGE 28

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Sign a Professional Services Agreement with Vision Internet for the VisionLive Maintenance Agreement Related to the 2015 Finalized Web Design in an Amount Not to Exceed $50,000.00, in a Form Approved by the City Attorney PAGE 29

VI. OLD BUSINESS

1. Consideration to Approve Addendum B to the Real Estate Purchase Contract for the South Yard Parcel, Located at 1251 Kearns Boulevard PAGE 32

(A) Public Hearing (B) Action

VII. NEW BUSINESS

1. Consideration to Approve Resolution 02-2017, a Resolution Declaring February 2017 as Children's Dental Health Month PAGE 37

(A) Public Input (B) Action

2. 2017 Legislative Platform and Overview PAGE 40

3. Consideration to Approve the Proposed Real Estate Purchase Contract in the Amount of $1,250,000 to Acquire Lot 2, Ontario Subdivision, Park City, Utah PAGE 44

(A) Public Hearing (B) Action

VIII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m.
Posted: See: www.parkcity.org

DATE: January 26, 2017

TO HONORABLE MAYOR AND COUNCIL

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed by Council Quarterly for all funds.

Respectfully:

Kory Kersavage, Budget Analyst

MEMO

To: City Council
From: Budget Department
Date: January 3, 2017
Subject: Quarterly Budget Reporting

Budget, Debt, & Grants

445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060
Tel 435.615.5154
www.parkcity.org

State Compliance Monthly Budget Reporting

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed by Council Quarterly for all funds.

The beginning and ending (399 Beginning Balance) fund balances (09 Interfund transfer) have not been calculated for the FY17 YTD actuals and thus do not show up in the report. We typically calculate these when we begin balancing the budget in April.

Notable Observations:

- 48% of the Personnel budget for the general fund has been spent, which means that personnel expenditures are on track for FY 2017.
- 39% of the General Fund Materials budget has been spent so far, which means materials have been underspent so far in FY 2017.
- 46% of the total General Fund budget has been spent. Spending is on track for being halfway through the year.

Attachment A: Expenditure Summary by Object and Type
Attachment B: Revenue Summary by Object and Type

January 3, 2017

Object Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
011 GENERAL FUND						
01 PERSONNEL SERVICES	16,906,148	18,056,527	19,716,225	10,227,990	21,034,661	10,806,672
02 MATERIALS, SUPPLIES AND SERVICES	1,113,051	1,183,269	1,080,523	482,285	1,221,351	739,066
03 UTILITIES	726,142	1,420,453	1,428,903	243,359	1,501,178	1,257,819
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,791,738	1,856,064	2,075,588	970,549	2,749,669	1,779,120
05 PARTS/MAINTENANCE SUPPLIES	983,655	891,169	800,669	436,756	1,040,811	604,055
06 SPECIAL SERV CONTRACT/MISC CHARGES	919,237	1,035,873	961,858	742,352	1,005,400	263,048
07 CAPITAL OUTLAY	208,870	200,988	95,318	182,628	431,390	248,762
09 INTERFUND TRANSFER	11,932,280	12,486,945	13,144,736	1,339,198	12,117,400	10,778,202
Total 011 GENERAL FUND	34,581,120	37,131,289	39,303,819	14,625,117	41,101,860	26,476,744
012 QUINNS RECREATION COMPLEX						
01 PERSONNEL SERVICES	701,623	670,273	723,031	367,490	854,411	486,921
02 MATERIALS, SUPPLIES AND SERVICES	48,642	54,764	49,916	26,609	56,365	29,756
03 UTILITIES	169,420	169,862	150,026	57,957	179,563	121,606
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	95,903	96,458	48,617	28,926	71,933	43,007
05 PARTS/MAINTENANCE SUPPLIES	66,228	60,074	85,106	27,940	47,275	19,335
06 SPECIAL SERV CONTRACT/MISC CHARGES	12,106	12,465	12,182	1,346	12,141	10,795
07 CAPITAL OUTLAY	1,903	78	2,085		6,000	6,000
09 INTERFUND TRANSFER	-3,204,032	-3,497,044	-3,814,171	700	-4,340,371	-4,341,071
Total 012 QUINNS RECREATION COMPLEX	-2,108,208	-2,433,070	-2,743,207	510,967	-3,112,683	-3,623,650
021 POLICE SPECIAL REVENUE FUND						
07 CAPITAL OUTLAY		200				
09 INTERFUND TRANSFER	29,144	29,944	32,254		31,374	31,374
Total 021 POLICE SPECIAL REVENUE FUND	29,144	30,144	32,254		31,374	31,374
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT						
07 CAPITAL OUTLAY		1	4,867			
09 INTERFUND TRANSFER	17,258	17,257	16,386		18,128	18,128
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	17,258	17,258	21,253		18,128	18,128
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
01 PERSONNEL SERVICES		6,460	22,393	16,654	25,161	8,508
02 MATERIALS, SUPPLIES AND SERVICES		11,950	10,200	6,600	20,000	13,400
03 UTILITIES		9,868	11,014	3,272	12,000	8,728
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		67,071	112,863	81,228	150,000	68,772
06 SPECIAL SERV CONTRACT/MISC CHARGES			485,451		568,000	568,000
09 INTERFUND TRANSFER		2,204,075	1,895,172	957,320	1,772,191	814,871

Object Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND		2,299,424	2,537,094	1,065,074	2,547,352	1,482,278
024 MAIN STREET RDA SPECIAL REVENUE FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC			33,264	709	80,000	79,291
06 SPECIAL SERV CONTRACT/MISC CHARGES		310,086	276,082		405,000	405,000
09 INTERFUND TRANSFER		959,885	1,012,447	438,669	821,638	382,969
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND		1,269,971	1,321,793	439,378	1,306,638	867,260
031 CAPITAL IMPROVEMENT FUND						
01 PERSONNEL SERVICES	34,424	45,169	65,879	35,603		-35,603
07 CAPITAL OUTLAY	9,376,543	18,685,295	8,827,413	3,126,583	18,820,204	15,693,621
09 INTERFUND TRANSFER	27,240,940	33,201,102	38,219,621	750,085	10,769,498	10,019,413
Total 031 CAPITAL IMPROVEMENT FUND	36,651,907	51,931,567	47,112,913	3,912,270	29,589,702	25,677,432
033 REDEVELOPMENT AGENCY-LOWER PRK						
01 PERSONNEL SERVICES	5,365	7,861	7,727	1,259		-1,259
06 SPECIAL SERV CONTRACT/MISC CHARGES	525,297	543,620				
07 CAPITAL OUTLAY	3,060,404	8,846,299	1,847,149	347,564	17,881,858	17,534,294
09 INTERFUND TRANSFER	8,534,271	882,497	1,070,751		56,658	56,658
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	12,125,337	10,280,278	2,925,627	348,823	17,938,516	17,589,693
034 REDEVELOPMENT AGENCY-MAIN ST						
06 SPECIAL SERV CONTRACT/MISC CHARGES	281,491					
07 CAPITAL OUTLAY	2,385		47,541		50,000	50,000
09 INTERFUND TRANSFER	2,224,068	2,221,001	2,054,115	470,218	1,868,101	1,397,883
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,507,943	2,221,001	2,101,656	470,218	1,918,101	1,447,883
035 BUILDING AUTHORITY						
07 CAPITAL OUTLAY	2,844	66,575	8,011	2,066		-2,066
09 INTERFUND TRANSFER	523,127	458,911	454,087		416,713	416,713
Total 035 BUILDING AUTHORITY	525,971	525,486	462,098	2,066	416,713	414,647
038 EQUIPMENT REPLACEMENT CIP						
07 CAPITAL OUTLAY	735,016	1,019,443	1,250,276	900,345	1,023,700	123,355
09 INTERFUND TRANSFER	1,902,793	1,832,162	1,626,711		372,030	372,030
Total 038 EQUIPMENT REPLACEMENT CIP	2,637,809	2,851,605	2,876,987	900,345	1,395,730	495,385
051 WATER FUND						
01 PERSONNEL SERVICES	2,077,220	2,305,294	2,515,881	1,266,169	2,958,603	1,692,433
02 MATERIALS, SUPPLIES AND SERVICES	192,431	197,443	254,900	139,062	294,927	155,865
03 UTILITIES	882,759	955,923	975,108	332,956	1,183,005	850,049
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	744,473	617,246	935,079	418,399	1,116,944	698,545

FY 2017 Q2: Expenditure Report

January 3, 2017

Object Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
05 PARTS/MAINTENANCE SUPPLIES	823,086	602,799	645,810	295,351	849,980	554,629
06 SPECIAL SERV CONTRACT/MISC CHARGES	18,764	22,459	32,842	1,942	42,000	40,058
07 CAPITAL OUTLAY	7,965,236	6,047,589	6,919,868	3,444,165	17,013,429	13,569,264
08 DEBT SERVICE	4,361,654	4,510,478	4,503,481	67,988	4,507,304	4,439,316
09 INTERFUND TRANSFER	8,070,283	10,441,425	8,894,721	541,317	16,057,179	15,515,862
Total 051 WATER FUND	25,135,905	25,700,655	25,677,688	6,507,349	44,023,371	37,516,022
052 STORM WATER FUND						
01 PERSONNEL SERVICES				246,322	653,223	406,901
02 MATERIALS, SUPPLIES AND SERVICES				4,391	60,000	55,609
03 UTILITIES				459	27,100	26,641
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC				34,183	157,000	122,817
05 PARTS/MAINTENANCE SUPPLIES				4,995	51,300	46,305
07 CAPITAL OUTLAY				32,044	31,500	-544
09 INTERFUND TRANSFER				46,669	119,877	73,208
Total 052 STORM WATER FUND				369,062	1,100,000	730,939
055 GOLF COURSE FUND						
01 PERSONNEL SERVICES	678,265	728,579	691,471	397,424	928,410	530,986
02 MATERIALS, SUPPLIES AND SERVICES	70,894	52,638	66,487	19,485	74,900	55,415
03 UTILITIES	56,458	46,996	53,740	17,302	58,387	41,085
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	70,196	71,478	72,094	32,338	93,942	61,604
05 PARTS/MAINTENANCE SUPPLIES	185,738	208,841	236,701	100,938	240,800	139,862
06 SPECIAL SERV CONTRACT/MISC CHARGES	23,565	25,400	26,020	5,207	30,500	25,293
07 CAPITAL OUTLAY	55,877	46,545	34,349	27,332	114,565	87,233
08 DEBT SERVICE	36,080	36,080	27,060			
09 INTERFUND TRANSFER	1,176,585	1,315,444	1,442,311	74,417	1,182,028	1,107,611
Total 055 GOLF COURSE FUND	2,353,658	2,532,002	2,650,234	674,443	2,723,532	2,049,090
057 TRANSPORTATION & PARKING FUND						
01 PERSONNEL SERVICES	4,496,723	4,896,369	5,880,917	2,844,394	6,523,387	3,678,993
02 MATERIALS, SUPPLIES AND SERVICES	263,923	346,871	366,326	181,682	253,734	72,052
03 UTILITIES	130,215	131,885	135,146	43,021	150,744	107,723
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	572,123	769,977	875,308	197,322	746,473	549,151
05 PARTS/MAINTENANCE SUPPLIES	11,100	30,305	12,067	9,555	21,000	11,445
06 SPECIAL SERV CONTRACT/MISC CHARGES	81,866	72,297	78,358	13,748	36,000	22,253
07 CAPITAL OUTLAY	2,622,510	677,758	1,117,219	8,945,058	18,384,045	9,438,987
09 INTERFUND TRANSFER	21,135,122	22,661,534	21,920,167	1,531,229	6,372,103	4,840,874

FY 2017 Q2: Expenditure Report

January 3, 2017

Object Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
Total 057 TRANSPORTATION & PARKING FUND	29,313,582	29,586,997	30,385,507	13,766,009	32,487,486	18,721,477
062 FLEET SERVICES FUND						
01 PERSONNEL SERVICES	670,854	800,303	891,897	473,477	964,100	490,623
02 MATERIALS, SUPPLIES AND SERVICES	66,970	70,130	74,426	40,891	70,100	29,209
03 UTILITIES	1,118,663	994,533	765,670	279,102	837,900	558,798
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	3,133	3,639	6,557	750	4,200	3,450
05 PARTS/MAINTENANCE SUPPLIES	622,705	668,413	724,894	313,509	713,420	399,911
07 CAPITAL OUTLAY	6,794	7,438	6,116		10,000	10,000
09 INTERFUND TRANSFER	961,174	1,145,417	1,123,856		990,767	990,767
Total 062 FLEET SERVICES FUND	3,450,294	3,689,874	3,593,417	1,107,729	3,590,487	2,482,758
064 SELF INSURANCE FUND						
02 MATERIALS, SUPPLIES AND SERVICES	12,720	38,560	31,433	24,136	50,500	26,364
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	236,240	700,711	218,015	136,655	636,000	499,345
06 SPECIAL SERV CONTRACT/MISC CHARGES	520,639	582,721	640,392	577,395	660,000	82,605
09 INTERFUND TRANSFER	1,208,215	607,450	968,274		20,313	20,313
Total 064 SELF INSURANCE FUND	1,977,814	1,929,442	1,858,115	738,186	1,366,813	628,627
070 SALES TAX REV BOND - DEBT SVS FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		429,374				
08 DEBT SERVICE	1,559,863	8,733,012	2,592,290	2,100	2,261,013	2,258,913
09 INTERFUND TRANSFER	1,165,265	18,597,136	6,558,375		2,791,417	2,791,417
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,725,128	27,759,521	9,150,665	2,100	5,052,430	5,050,330
071 DEBT SERVICE FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	123,931	74,606				
08 DEBT SERVICE	7,107,411	8,282,350	4,214,543	454,079	4,224,985	3,770,906
09 INTERFUND TRANSFER	7,596,740	1,003,018	574,778		1,120,892	1,120,892
Total 071 DEBT SERVICE FUND	14,828,082	9,359,974	4,789,321	454,079	5,345,877	4,891,798
TOTAL	**166,752,743**	**206,683,419**	**174,057,232**	**45,893,214**	**188,841,428**	**142,948,214**

Revenue Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
011 GENERAL FUND						
311 Property Taxes	9,279,024	9,268,604	11,108,571	986,004	10,670,557	9,684,553
312 Sales Tax	7,314,413	7,408,763	7,437,258	2,331,082	9,875,419	7,544,337
313 Franchise Tax	3,158,716	3,061,207	3,185,820	884,336	3,225,000	2,340,664
321 Licenses	422,747	412,605	456,599	178,973	543,000	364,027
322 Planning Building & Engineering Fees	2,154,168	2,578,017	1,873,987	975,619	2,437,000	1,461,381
326 Other Fees	41,961	36,865	133,288	33,907	59,000	25,093
331 Federal Revenue	69,654	44,557	64,321	3,125	48,000	44,875
332 State Revenue	69,198	66,218	66,806	5,890	106,000	100,110
333 County/SP District Revenue				50,000	25,000	-25,000
344 Cemetery Charges for Services	26,250	38,188	21,937	14,825	38,000	23,176
346 Recreation	1,836,326	1,913,310	1,982,640	684,421	2,138,900	1,454,479
349 Other Service Revenue	86,364	99,640	90,239	21,495	91,000	69,505
352 Library Fines & Fees	16,124	12,456	21,407	4,649	20,000	15,351
353 Fines & Forfeitures	100	150				
361 Misc. Revenues	348,604	192,873	307,055	174,455	370,000	195,545
381 Interfund Transactions (Admin)	1,346,991	2,166,534	2,256,360	981,484	2,397,547	1,416,063
391 Special Revenues & Resources	42,800	42,048	42,428	51,464	55,000	3,536
399 Beginning Balance	8,367,681	9,789,256	10,255,105	10,522,730		-10,522,730
Total 011 GENERAL FUND	34,581,121	37,131,290	39,303,819	17,904,460	32,099,423	14,194,963
012 QUINNS RECREATION COMPLEX						
333 County/SP District Revenue	23,000					
346 Recreation		13,815	2,826	1,793		-1,793
347 Ice	787,773	757,271	749,880	358,387	788,000	429,613
361 Misc. Revenues	58	-24	1,131	-120		120
391 Special Revenues & Resources				567		-567
399 Beginning Balance	-2,919,038	-3,204,132	-3,497,044	-3,814,171		3,814,171
Total 012 QUINNS RECREATION COMPLEX	-2,108,208	-2,433,071	-2,743,207	-3,453,545	788,000	4,241,545
021 POLICE SPECIAL REVENUE FUND						
332 State Revenue	500	1,000	2,310			
399 Beginning Balance	28,644	29,144	29,944	32,254		-32,254
Total 021 POLICE SPECIAL REVENUE FUND	29,144	30,144	32,254	32,254		-32,254
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT						
332 State Revenue	-1,875		3,996			
399 Beginning Balance	19,133	17,258	17,257	16,386		-16,386

Revenue Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	17,258	17,258	21,253	16,386		-16,386
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
311 Property Taxes		2,298,631	2,399,605	13,093	2,413,792	2,400,699
361 Misc. Revenues		793	3,962			
399 Beginning Balance			133,527	254,047		-254,047
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND		2,299,425	2,537,094	267,140	2,413,792	2,146,652
024 MAIN STREET RDA SPECIAL REVENUE FUND						
311 Property Taxes		1,266,718	1,259,760	4,505	1,242,000	1,237,495
361 Misc. Revenues		3,254	2,395			
399 Beginning Balance			59,638	260,447		-260,447
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND		1,269,972	1,321,793	264,952	1,242,000	977,048
031 CAPITAL IMPROVEMENT FUND						
311 Property Taxes	283,345					
312 Sales Tax	6,184,909	7,389,182	8,897,706	783,616	7,459,250	6,675,634
322 Planning Building & Engineering Fees	397,737	817,666	425,365	183,867	765,000	581,133
331 Federal Revenue	12,613	4,091	1,044	1,044		-1,044
332 State Revenue	1,302,855	2,385,239	285,873	225,166	360,000	134,834
333 County/SP District Revenue	341,001	100,000	50,000	81,115	50,000	-31,115
361 Misc. Revenues	1,785,454	1,713,671	509,139	14,103	230,000	215,897
382 Interfund Transactions (CIP/Debt)	7,164,160	12,069,371	3,715,347			
391 Special Revenues & Resources	408,647	345,772	278,416	17,850	302,500	284,650
392 Bond Proceeds					17,000,000	17,000,000
399 Beginning Balance	18,771,186	27,106,574	32,950,023	36,922,033		-36,922,033
Total 031 CAPITAL IMPROVEMENT FUND	36,651,907	51,931,567	47,112,913	38,228,795	26,166,750	-12,062,045
033 REDEVELOPMENT AGENCY-LOWER PRK						
311 Property Taxes	2,203,448					
361 Misc. Revenues	44,598	26,634	728,943			
382 Interfund Transactions (CIP/Debt)		2,070,548	1,641,125	957,320	1,641,125	683,805
392 Bond Proceeds					14,500,000	14,500,000
399 Beginning Balance	9,877,290	8,183,095	555,559	746,751		-746,751
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	12,125,336	10,280,277	2,925,627	1,704,071	16,141,125	14,437,054
034 REDEVELOPMENT AGENCY-MAIN ST						
311 Property Taxes	1,263,060					
361 Misc. Revenues	6,927	18,035	9,067			
382 Interfund Transactions (CIP/Debt)		900,247	752,000	438,669	752,000	313,331

FY 2017 Q2: Revenue Report

January 3, 2017

Revenue Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
399 Beginning Balance	1,237,956	1,302,719	1,340,589	1,250,230		-1,250,230
Total 034 REDEVELOPMENT AGENCY-MAIN ST	2,507,943	2,221,001	2,101,656	1,688,899	752,000	-936,899
035 BUILDING AUTHORITY						
361 Misc. Revenues	2,513	2,359	3,187			
399 Beginning Balance	523,457	523,127	458,911	454,087		-454,087
Total 035 BUILDING AUTHORITY	525,970	525,486	462,098	454,087		-454,087
038 EQUIPMENT REPLACEMENT CIP						
361 Misc. Revenues	146,554	23,812	33,825	30,375		-30,375
382 Interfund Transactions (CIP/Debt)	905,000	925,000	1,011,000	597,156	1,023,700	426,544
399 Beginning Balance	1,586,254	1,902,793	1,832,162	1,626,711		-1,626,711
Total 038 EQUIPMENT REPLACEMENT CIP	2,637,808	2,851,605	2,876,987	2,254,242	1,023,700	-1,230,542
051 WATER FUND						
322 Planning Building & Engineering Fees	1,225,961	2,303,997	1,140,313	563,206	1,000,000	436,794
331 Federal Revenue	485,097	1,445,229	42,874			
341 Water Charges for Services	13,128,172	14,125,896	15,162,429	9,956,735	16,748,500	6,791,765
361 Misc. Revenues	435,958	508,095	422,545	141,610	178,023	36,413
392 Bond Proceeds					16,500,000	16,500,000
399 Beginning Balance	9,860,717	7,317,437	8,909,527	7,275,494		-7,275,494
Total 051 WATER FUND	25,135,905	25,700,655	25,677,688	17,937,045	34,426,523	16,489,478
052 STORM WATER FUND						
341 Water Charges for Services				478,336	1,100,000	621,664
Total 052 STORM WATER FUND				478,336	1,100,000	621,664
055 GOLF COURSE FUND						
333 County/SP District Revenue	11,000					
346 Recreation	1,327,549	1,426,520	1,411,819	998,121	1,489,596	491,475
361 Misc. Revenues	62,941	25,829	25,428	471	51,350	50,879
382 Interfund Transactions (CIP/Debt)	25,000	25,000	25,000	14,581	25,000	10,419
399 Beginning Balance	927,168	1,054,654	1,187,987	1,325,234		-1,325,234
Total 055 GOLF COURSE FUND	2,353,658	2,532,002	2,650,234	2,338,407	1,565,946	-772,461
057 TRANSPORTATION & PARKING FUND						
312 Sales Tax	4,019,133	4,398,879	4,877,097	911,585	5,092,500	4,180,915
321 Licenses	951,713	1,040,014	1,032,191	560,502	916,183	355,681
326 Other Fees	1,500	320	2,125	218		-218
331 Federal Revenue	2,827,961	1,630,990	457,917	2,028,754	7,930,119	5,901,365
342 Transit Charges for Services	2,175,148	2,200,248	2,312,576	703,384	3,671,378	2,967,994

FY 2017 Q2: Revenue Report

January 3, 2017

Revenue Type	Actuals FY 2014	Actuals FY 2015	Actuals FY 2016	YTD Actual FY 2017	Annual Budget FY 2017	Remaining Budget FY 2017
353 Fines & Forfeitures	739,204	970,338	1,080,705	135,130	1,469,200	1,334,070
361 Misc. Revenues	108,100	142,300	201,922	20,946	92,500	71,554
391 Special Revenues & Resources	452,727	408,972	315,322	93,122	300,000	206,878
399 Beginning Balance	18,038,096	18,794,937	20,105,652	19,381,363		-19,381,363
Total 057 TRANSPORTATION & PARKING FUND	29,313,582	29,586,998	30,385,507	23,835,005	19,471,880	-4,363,125
062 FLEET SERVICES FUND						
381 Interfund Transactions (Admin)	2,576,000	2,728,700	2,448,000	1,446,200	2,479,200	1,033,000
399 Beginning Balance	874,294	961,174	1,145,417	1,123,856		-1,123,856
Total 062 FLEET SERVICES FUND	3,450,294	3,689,874	3,593,417	2,570,056	2,479,200	-90,856
064 SELF INSURANCE FUND						
361 Misc. Revenues	204,000	258,000	258,000	150,500	258,000	107,500
381 Interfund Transactions (Admin)	349,998	463,227	992,665	400,743	686,997	286,254
399 Beginning Balance	1,423,816	1,208,215	607,450	968,274		-968,274
Total 064 SELF INSURANCE FUND	1,977,814	1,929,442	1,858,115	1,519,517	944,997	-574,520
070 SALES TAX REV BOND - DEBT SVS FUND						
361 Misc. Revenues	2,747	4,669	33,338	8,627		-8,627
381 Interfund Transactions (Admin)	181,247	168,616	164,089	93,366	160,058	66,692
382 Interfund Transactions (CIP/Debt)	1,380,741	1,428,429	2,425,473	1,220,303	2,091,955	871,652
392 Bond Proceeds		24,992,543				
399 Beginning Balance	1,160,392	1,165,265	6,527,765	2,843,028		-2,843,028
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,725,127	27,759,521	9,150,665	4,165,324	2,252,013	-1,913,311
071 DEBT SERVICE FUND						
311 Property Taxes	5,082,714	5,321,592	3,723,453		4,220,158	4,220,158
361 Misc. Revenues	94,732	65,958	62,849	29,293	62,645	33,352
392 Bond Proceeds	9,243,543	3,539,845				
399 Beginning Balance	407,093	432,580	1,003,018	574,778		-574,778
Total 071 DEBT SERVICE FUND	14,828,082	9,359,975	4,789,320	604,071	4,282,803	3,678,732
TOTAL	**166,752,742**	**206,683,419**	**174,057,233**	**112,809,501**	**147,150,152**	**34,340,651**

DATE: January 26, 2017

TO HONORABLE MAYOR AND COUNCIL

- Staff discussed the Development of an Arts and Culture Master Plan with City Council on December 8, 2016.
- City Council was unanimously in support of exploring options of scope (including funding, timeline, staffing and resources) for a <u>collaborative</u> Arts and Culture Master Plan.
- Staff agreed to bring back options to fund the project.
- The Arts Council presented a scope (Exhibit A) to the Steering Committee on January 5, 2016. The Steering Committee unanimously supported the scope and recommended that the Arts Council take lead on such a project.
- Staff recommends that the Arts Council proceed with an extraordinary request for funding through the Special Service Contract process.
- That request would return to the entire City Council for consideration with a recommendation from a subcommittee of Budget and Community Development Staff, Mayor Thomas and Council Member Matsumoto.

Respectfully:

Jennifer Diersen,

City Council
Staff Report

Subject: Arts & Culture Master Plan Update
Author: Jenny Diersen, Staff Liaison to the Arts and Culture Steering Committee
Department: Economic Development
Date: Thursday, January 26, 2017
Type of Item: Informational

Executive Summary

- Staff discussed the Development of an Arts and Culture Master Plan with City Council on December 8, 2016.
- City Council was unanimously in support of exploring options of scope (including funding, timeline, staffing and resources) for a collaborative Arts and Culture Master Plan.
- Staff agreed to bring back options to fund the project.
- The Arts Council presented a scope (Exhibit A) to the Steering Committee on January 5, 2016. The Steering Committee unanimously supported the scope and recommended that the Arts Council take lead on such a project.
- Staff recommends that the Arts Council proceed with an extraordinary request for funding through the Special Service Contract process.
- That request would return to the entire City Council for consideration with a recommendation from a subcommittee of Budget and Community Development staff, Mayor Thomas and Council Member Matsumoto.

Acronyms

Arts Council	Park City Summit County Arts Council
ACMP	Park City & Summit County Arts & Culture Master Plan
Steering Committee	Arts and Culture Initiative Steering Committee
SSC	Special Service Contract

How this item supports the Goals of the General Plan

Arts & Culture creates a sense of community and place in our community, and specifically relates to the City's Goals in the General Plan (goals 11 & 13). It is also one of Council's strategic goals: Complete Community that Values Historic Preservation, Economic Diversity and the Arts and Culture. Arts and Culture connects people and place, as well as, serves as an economic driver that adds vibrancy to the place we live and the destination market. Arts and Culture creates amenities for our local community as well as visitors, and builds community connections.

Background

Date	Item
January 7, 2016	Work Session Arts & Culture Initiative Update (pg. 16 - 27)
January 7, 2016	Work Session Arts & Culture Minutes (pg. 3 – 4)

December 8, 2016 Discuss the Proposed Development of an Arts & Culture Master Plan (page 37 – 102)

December 8, 2016 Discuss the Proposed Development of an Arts & Culture Master Plan Minutes (pages 6 – 8)

In January of 2016, staff facilitated a Study Session regarding an Arts and Culture Initiative. An Arts and Culture Steering Committee was formed and focused on gathering data and analysis of Arts and Culture organizations throughout Park City and Summit County. Changes and clarifications in the purpose of the Arts and Culture Steering Committee, Arts Council and Public Art Advisory Board, led to clarity in the purpose of these groups.

In the fall of 2016, the Arts and Culture Steering Committee suggested there is a need for an Arts and Culture Master Plan and supported that the Arts Council create a proposed scope for such a project.

In December of 2016, staff presented the work and recommendation of the Steering Committee to City Council and explained that such a plan would serve two purposes:

- Preserve and protect our past histories and unique culture and identity; and
- Provide structure, focus and direction for a clear path forward for arts and culture

Such a plan would bring all elements of arts and culture together. The proposed scope (Exhibit A) would have four key components including;

- Data Analysis;
- Community Engagement;
- Identify collective priorities; and
- Look to the future to strengthen the community

In January of 2017, the Arts Council presented the proposed scope to the Arts and Culture Steering Committee who unanimously supported that the Arts Council be charged with leading the Arts and Culture Master Planning Process. It was also clarified that Council Member, Nann Worel, will sit on the Steering Committee, and staff Member, Jenny Diersen, will provide staff support from a City perspective for the project to the Steering Committee.

Funding Alternatives

Staff worked to identify funding alternatives including:

- Return during Fiscal Year Budget Process 2018 with a funded line item in the operating or capital budget. This wouldn't be considered and available until July 1, 2017;
- Use existing Capital Improvement Project Public Art Budget Funds - Reallocate art capital funds to operating (available now) - move an additional $15k one time for the study from current PAAB Budget (one time budget adjustment/reallocation of 'GF transfer to capital' in FY17) . PAAB is supportive of this.
- Special Service Contract Extraordinary request.

Analysis

Due to the collaborative nature of the Arts and Culture Master Plan, there are diverse funding sources for this project including both private and public sources. Staff recommends that the most viable option to fund the City's portion of the project and ensure fiscal responsibility is through the Special Service Contract extraordinary request process. Staff believes this will ensure:

- The project and allocated funds go through a public process;
- Allows a payment schedule contingent on performance measures, deliverables and qualifications; and
- Fits within a onetime budget request to fund such a service.

City staff will work with the Arts Council to prepare a SSC extraordinary request application. The application will be reviewed by the SSC subcommittee and returned to City Council with a recommendation. As outlined in the proposed scope, Arts Council is requesting $15,000 in funding from Park City.

We will need to follow the SSC process and have this request reviewed by the SSC committee. The award amount needs to be approved by City Council in a public meeting.

Alternatively, the City Council could request a Work Session regarding proposed scope and funding should they want to explore or clarify options for this project.

Staff will return to give City Council and update on the ACMP process in the spring.

Department Review

This report has been reviewed by the Economic Development, Budget, Legal and Executive Departments.

Funding Source

Due to the unexpected fiscal need, staff recommends funding this request as part of the SSC extraordinary request process. There is currently $15,000 available in the SSC budget in FY 2017. The SSC subcommittee will return to City Council with a funding recommendation.

Attachments

A	Arts and Culture Master Plan Proposed Scope

Arts and Culture Master Plan Proposal (for discussion)
prepared by the Park City Summit County Arts Council
for the Summit County Arts and Culture Initiative

I. Background

Arts and culture are a vital part of Park City and Summit County. They are an economic driver and a fundamental asset that contribute to our sense of community. They are a central part of our value as a place to live and a destination to visit. They serve as a foundation for health, wellbeing, and quality of life.

Beginning in September 2015, local Summit County arts and culture groups began to meet to advocate for planning and dialogue to secure and expand cultural stability and growth within our nonprofit arts and culture organizations and larger creative sector. This objective was presented to both the City and County Councils, and in February 2016, both Councils appointed a representative to act as a liaison to the Summit County Arts and Culture Initiative.

A Steering Committee was formed that included community/business leaders and arts and culture representatives. At the November meeting, the Committee stated their support for a formal Arts and Culture Master Planning process, and members asked that the Arts Council take on a managing role to move it forward. This document provides an overview of proposed next steps for this planning project.

II. Purpose

The Arts and Culture Plan will outline the future of arts and culture in Summit County. It will include a set of short and long-term recommendations that address local needs, grow investment in our creative sector, connect arts and culture to City and County priorities, and support the long-term vitality of our arts and culture community.

III. Goals/Objectives/Timeline

The Summit County Arts and Culture Master planning process will be organized into three (overlapping) phases each with specific goals, objectives, and deliverables.

Phase I: Creative Community Inquiry (data collection and analysis)

- Benchmark other community’s arts and culture plans
- Document the state of arts and culture through a cultural program inventory
- Assess current funding allocations for arts and culture
- Define the economic impact of our arts and culture assets
- Assess our creative sector needs through interviews, surveys, and focus groups
- Measure the added value provided by arts and culture
- Draft a summary report

Phase 2: Creative Community Visioning (convenings and engagement)

- Document the roles and responsibilities of various arts and culture stakeholders
- Define the collective priorities of arts and culture organizations and the larger creative sector through convenings, open houses, public forms, a community-wide Summit, and workgroup sessions.
- Share progress and updates via the Project website and social feeds
- Validate community inquiry data and assumptions
- Draft a summary report

Phase 3: Creative Community Action (documentation and recommendations)

- Develop a series of short and long-term recommendations
- Identify funding needs and financing mechanisms
- Draft an implementation timeline
- Draft a final report of findings and secure public adoption

IV. Proposed Leadership Structure

The Arts Council will manage the Project with the oversight and guidance of the Master Plan Steering Committee (Appendix A). Workgroups will be established to ensure broad participation and input into the planning process. Proposed workgroups include:

- Arts and Culture Nonprofits (and those with arts programming/interested in the arts)
- Creative Sector/Industry Representatives (artists, writers, product makers)
- Business Sector Representatives (restaurants/bars, hotels, galleries, resorts)
- Funders/Philanthropy Representatives (city, county, state representatives; grantmakers; developers)

V. Communication/Public Engagement

We will seek a broad base of participation through digital and in person activities. The Arts Council will launch and maintain a Project website to publicize the process and progress, provide a point of access for public survey tools, and share opportunities for participation. We will also use the Arts Council and partner organizations' platforms to promote participation.

In addition, we will hold at least one community forum/town hall and organize several events at partner sites to collect data and get feedback from the public. We will plan a day long working meeting (a Master Plan Summit) for participating organizations midway through the process to review data, identify collective priorities, and generate recommendations. Project workgroups will meet at least three times during the course of the planning process to provide insight and direction. The Steering Committee will meet monthly.

VI. Budget Requirements

A proposed budget for costs associated with the Project is outlined below (Appendix B) along with potential funding sources from a range of institutions that represent the varied interests participating in the planning process.

APPENDIX A

ARTS AND CULTURE STEERING COMMITTEE

Randy Barton (Egyptian Theater, PC Arts and Culture Representative)
Jenny Diersen (Park City Municipal Staff)
Travis English - pending (Summit County Staff)
Allison Kuhlow (Park City Chamber)
Bill Malone (Park City Chamber)
Claudia McMullin (Summit County Council--outgoing)
Bob Richer (Former Council Member)
Bill Rock (Park City Mountain Resort)
Katie Stellpflug (Kamas Gallery Owner)
Jayceen Craven Walker (Utah Cultural Alliance/Utah Nonprofit Alliance)
Bob Wheaton (Deer Valley)
Nann Worel (Park City Council)
Katie Wright (Park City Community Foundation)

To Add:
TBD (Historic Main Street Business Alliance)
TBD (Arts and Culture Workgroup Representative)
TBD (Creative Sector Workgroup Representative)
TBD (Business Workgroup Representative)
TBD (Funding and Philanthropy Workgroup Representative)
TBD (Summit County Council Representative)
TBD (Eastside Municipal Representative)

WORKGROUPS

Arts and Culture Nonprofits Workgroup
(representatives from interested organizations)

Creative Sector Workgroup
(artists, makers, designers, architects)

Business Workgroup
(representatives from local arts-connected businesses including Galleries, Bars, Restaurants, Resorts, Hotels)

Funding and Philanthropy Workgroup
(representatives from city and county government, RAP/Restaurant boards, grantmakers, land developers)

APPENDIX B

PROPOSED MASTER PLAN BUDGET: (Jan-Dec 2018)	
ITEM	**TIMELINE (11 months/ 48 wks)**
Staffing	
Project Manager	40,000
Arts Council ED	20,000
Consultants: data collection, tech, facilitation	15,000
Subtotal	**75,000**
Misc Expenses: outreach, meetings, technology contingencies	8,500
TOTAL	**83,500**

Projected/Targeted Funding Sources	
Sources	**Target**
Individual Donors	$20,000
Chamber of Commerce	$10,000
City	$15,000
County	$15,000
Businesses	$15,000
Arts and Culture Groups	$10,000
Grants (UDAM, PCF)	$5,000
Total	**$90,000**

APPENDIX C

Operating Principles

The following operating principles will serve as a foundation for the Planning Project.

- Create a transparent, participatory, and inclusive process
- Take a multidisciplinary look at arts and culture
- Think big and find small wins
- Use creative thinking and approaches
- Connect the process to city and county goals and priorities

DATE: January 26, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council conducted SEAC interviews on January 5 and 12, 2017. City Council selected the 3 candidates listed below to be appointed to serve two and a half (2.5) year term, expiring June of 2019:

Sarah Aures
Penn Kinsey
Karen West - Ellis

Respectfully:

Jennifer Diersen,

City Council
Staff Communications Report

Subject:	**Special Events Advisory Committee (SEAC) Appointments**
Author:	**Jenny Diersen, Special Events Coordinator, Staff Liaison to the Special Events Advisory Committee**
Department:	**Economic Development**
Date:	**Thursday, January 26, 2017**
Type of Item:	**Administrative**

Summary Recommendation
The City Council should approve the appointment Penn Kinsey, Karen West-Ellis and Sarah Aures to serve on the Special Events Advisory Committee (SEAC) for a two and a half (2.5) year term, expiring June of 2019.

Acronyms
SEAC – Special Events Advisory Committee

Executive Summary
City Council conducted SEAC interviews on January 5th and 12th, 2017. City Council selected the 3 candidates listed below to be appointed to serve two and a half (2.5) year term, expiring June of 2019:

- *Sarah Aures*
- *Penn Kinsey*
- *Karen West - Ellis*

The Problem/ Challenge
Both the success and challenges of a multi-season resort destination have created a need to more effectively manage special events. Starting in the summer of 2014, City staff began receiving feedback that the community perception was that there was an increase in 'event fatigue'. From October of 2014 to March of 2016, steps were taken to improve the management of impacts from special events.

In June of 2015 the City Council adopted Resolution 05-15 creating the Special Events Advisory Committee. On November 17, 2016, the City Council amended the SEAC resolution and adopted the amended resolution (22-2016), removing the business stakeholders from the committee and added three additional Community At-Large positions for the Special Events Advisory Committee.

- There are currently three vacant positions to be filled.
- Staff will be returning in the spring for the appointment of two terms that expire in June. Those members whose terms expire in June will be eligible for reappointment.

Background
City Council Reports:

October 9, 2014	Special Events Update Study Session – pages 2 through 17
October 9, 2014	Special Event Update Minutes – pages 1 through 2
December 4, 2014	Special Events Discussion – pages 8 through 24
December 4, 2014	Special Events Discussion Minutes – pages 9 & 10
March 26, 2015	Special Event Update – SEAC on pages 8 through 11.
March 26, 2015	Special Event Update Minutes – pages 1 through 2
June 4, 2015	Special Events Advisory Committee Establishment–

	pages 656 through 663
June 4, 2015	Special Events Advisory Committee Establishment Minutes – page 9
July 9, 2015	Special Events Advisory Committee Addition Manager's Report – page 14
January 29, 2016	Special Events Department Code Changes – page 93 through 140
January 29, 2016	Special Events Department Code Changes Minutes – pages 9 though 10
March 24, 2016	Title 4, Chapter 8 Special Event Code Amendment – pages 67 through 101
March 24, 2016	Title 4, Chapter 8 Special Event Code Amendment Minutes – page 7
May 5, 2016	Special Event Fee Reduction (July 1 through December 31) pages 152 through 170
May 5, 2016	Special Event Fee Reduction (July 1 through December 31) minutes – page 9
June 30, 2016	Staff Communications Special Event Advisory Committee Update - pages 188 through 210
September 22, 2016	Special Event Work Session Update - pages 7 through 30
September 22, 2016	Special Event Work Session Minutes - pages 7 through 11
November 3, 2016	Special Event Update Work Session - page 18 through 46
November 3, 2016	Special Event Update Work Session Minutes – pages 6 through 8
November 17, 2016	SEAC Amendment – pages 51 through 64
November 17, 2016	SEAC Amendment minutes – pages 6 through 8
January 5, 2017	SEAC Interviews – page 13
January 12, 2017	SEAC Interview – page 5

SEAC's role is to advise City Council from a community perspective regarding Special Events in Park City. SEAC' s recommendations will inform City's Council's decisions on

- The overall event threshold in Park City;
- Individual events across the event calendar;
- The City's role in facilitating and/or reducing events;
- Fee reduction with regards to the level of service the City may provide the City's budget and the level of Service provided at events;
- Our local businesses, non-profits, community partners and community members.; and
- Multi -Jurisdictional event coordination.
- Community, arts and culture groups, and local businesses.
- Goals in the General Plan of promoting a *sense of community*

Analysis

Staff has noticed the SEAC vacancies on the City's website beginning November 10, 2016.

Seven eligible applicants applied to SEAC. All seven eligible candidates were interviewed on January 5th and 12th. Staff recommends the appointment of three members listed below to serve two and a half (2.5) year term, expiring June of 2019:

- *Sarah Aures*
- *Penn Kinsey*
- *Karen West - Ellis*

Department Review

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

Funding Source
No funding is needed for appointment, as members are not compensated.

Alternatives for City Council to Consider
1. Recommended Alternative:

Appointment of Sarah Aures, Penn Kinsey, and Karen West-Ellis to serve on the Special Events Advisory Committee (SEAC) for a two and a half (2.5) year term, expiring June of 2019.

<u>Pros</u>

a. SEAC's work impacts the City's Council's goals of creating a Complete Community that values historic preservation, economic diversity and the arts and culture, as well as, creating a Thriving Mountain Community.

b. Consistent with City's goal of increasing citizen involvement.

2. Other Alternatives:

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

<u>Cons</u>

a. SEAC positions would remain unfilled and future meetings may not be able to occur until the positions are filled.

b. Staff would lack direction on how to precede with the SEAC vacancies.

c. Prolonging the selection of SEAC members may be perceived by the community as being non-responsive to their concerns.

d. Current members of SEAC may be paused in their work of evaluating Special Events with regard to Fee Reduction, Event Prioritization/Threshold, Debrief and Fee Reduction.

Attachments
A SEAC Vacancy Advertisement

SPECIAL EVENTS ADVISORY COMMITTEE (SEAC) **Post Date: 11/30/2016**

The Mayor and City Council are looking for Community-At-Large members to serve on the Special Events Advisory Committee.

SEAC provides recommendations to the City Council regarding events that will create a diverse and well balanced offering to the local community. SEAC makes recommendations regarding events with regards to citywide carrying capacity threshold and prioritization, levels of recommended city services provided, as well as overall event review and performance evaluation.

Those interested in serving on this committee must reside within the city limits of Park City, and should not be an active member of the boards or commissions of any of the above mentioned stakeholder groups. Additionally, they should represent different geographic areas or neighborhoods than currently represented within the City limits of Park City. Members will serve for a three-year term. Meetings are held the third Wednesday of each month, from 12 noon to 2 p.m. at the Park City Library. Committee members should also expect to participate in 5 to 10 hours of work outside of meetings.

To receive an application form, please email Jenny Diersen jenny.diersen@parkcity.org or call 435.615.5188. Applications must be received by **Friday, December 16, 2016.** Applications may be submitted by email to Jenny Diersen, jenny.diersen@parkcity.org or in hard copy, to Jenny Diersen, Sustainability Department: Special Events Office, 3rd Floor, 445 Marsac Ave. P.O. Box Park City, UT. 84060.

An interview schedule will be sent out after the application deadline.

Special Event Advisory Committee

At-Large Application Form

The Mayor and City Council are looking for additional Community-At-Large members to serve on the Special Events Advisory Committee.

SEAC provides recommendations to the City Council regarding events that will create a diverse and well balanced offering to the local community. SEAC makes recommendations regarding events with regards to citywide carrying capacity threshold and prioritization, levels of recommended city services provided, as well as overall event review and performance evaluation.

Those interested in serving on this committee must reside within the city limits of Park City, and should not be an active member of the boards or commissions of any of the above mentioned stakeholder groups. Additionally, they should represent different geographic areas or neighborhoods than currently represented within the City limits of Park City. Members will serve for a three-year term. Meetings are held the third Wednesday of each month, from 12 noon to 2 p.m. at the Park City Library. Committee members should also expect to participate in 5 to 10 hours of work outside of meetings.

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An interview schedule will be sent out after the application deadline.

Name: ____

E-mail Address:______________________________________

Street Address:____

Mailing Address (If different):____

Phone: (home)____________________ (cell)_____________________

1. How long have you lived within Park City limits?_____________
2. What is your profession and/or involvement in the community?_________________________
   ____
   ____

3. What is your experience with special events?____

4. What is your involvement with Park City Municipal Corporation?___________________________

5. Meetings will likely be monthly during working hours and be approximately 2 hours. Additionally members should expect to complete 5 to 10 hours of work outside of meetings. Are you able to commit to these requirements? (Yes)__________(No)__________

6. Why are you interested in serving on SEAC?____

7. What specific skills and/or qualities will you bring to the Committee if selected?_______________

8. Do you foresee any conflicts of interest you might encounter concerning the recommendation regarding special events?____

9. Are you interested in serving on any other boards or commissions within the City? (Yes)__________(No)__________

Selected applicants will be required to sign an Authorized Release of Information for a background check, which will be conducted by the City. Additionally, all members of the Committee will be required to sign a Disclosure Affidavit and acknowledge the City's Ethics policy referenced in Title 3 –Ethics, of the Park City Municipal Code.

PARK CITY
1884

DATE: January 26, 2017

TO HONORABLE MAYOR AND COUNCIL

In accordance with the Park City Officials' Handbook, "The Mayor Pro Tem and Alternate Mayor Pro Tem are appointed annually by the City Council; those positions have voting privileges in all circumstances."

Please consider who should be nominated for these positions. There are no attachments with this item.

Respectfully:

Diane Foster,

DATE: January 26, 2017

TO HONORABLE MAYOR AND COUNCIL

Since finalizing our website redesign with Vision Internet, we want to ensure that we can keep up with new technology and ever-changing product development. Our website vendor provides a maintenance agreement paid annually for any changes, technology upgrades and new products. This maintenance agreement, when in place, will guarantee that during the term of our contract, we will have the latest updates and available technology. Additionally, Vision will provide technical support, account management and education/training for our website.

Respectfully:

Shannon Dale,

City Council
Staff Report

Subject: Website Maintenance Contract (VisionLive)
Author: Shannon Dale and Scott Robertson
Department: Information Technology
Date: 1/26/17
Type of Item: Consent

Summary Recommendation
The Council should consider authorizing the City Manager to sign a Professional Services Agreement with Vision Internet for the VisionLive Maintenance agreement related to our 2015 finalized web design in an amount not to exceed $50,000.00 in a form approved by the City Attorney.

Topic/Description
Purchasing VisionLive (website maintenance agreement) for 5 years, which includes periodical functional enhancements, new VisionLive interactive component as they are released, bug fixes and updates to future versions of supported web browsers.

Executive Summary
Since finalizing our website redesign with Vision Internet, we want to ensure that we can keep up with new technology and ever-changing product development. Our website vendor provides a maintenance agreement paid annually for any changes, technology upgrades and new products. This maintenance agreement, when in place, will guarantee that during the term of our contract, we will have the latest updates and available technology. Additionally, Vision will provide technical support, account management and education/training for our website.

Background
In October of 2015 we finalized our website redesign with Vision Internet. It was a successful process and resulted in a great design and updated functionality. For us to continue in this trend we will need purchase the maintenance agreement offered by Vision to ensure we receive timely updates and new products we can use on our site.

Analysis
With VisionLive we will continue to maintain our mission statement to "*develop a low-cost, visually appealing, easy to implement and user-friendly website that can provide services and information to its visitors, while achieving inter-departmental and organization-wide continuity*."

Scope of Work:

<u>Subscription Services</u>

Pursuant to the terms herein, Contractor agrees to provide Support Services and VCMS Licensing Services (collectively "**Subscription Services**") as provided below. Contractor will provide

Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

Support Services.

Support Services is defined as technical support, account management, and education and training for the unmodified VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- Dedicated Account Manager
- Account Management*
    - Annual account reviews (Health Checks)
    - Annual site analytics report
    - Annual graphics site audit
    - Up to 15 hours of site improvement credits**
- Education and Training
    - Training and best practices webinars
    - Access to On-Demand Training Library
    - On-going new user training (via remote meeting service)
    - Monthly office hours (via remote meeting service)

* Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement and every year thereafter.

** Fifteen site improvement credits will be available beginning the second year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

Calculation of Fees:

Year 1:	$8,200
Year 2:	$8,200.00 x 5% ($410.00) + $8,200.00 = $8,610.00
Year 3:	$8,610.00 x 5% ($430.50) + $8,610.00 = $9,040.50
Year 4:	$9,040.00 x 5% ($452) + $9,040 = $9,492
Year 5:	$9,492.00 x 5% (474.60) = $9,966.60
Total:	**$45,309.10**

Funding Source

Funding, in the amount not to exceed $50,000.00, will be charged annually. We anticipate approximately $10,000.00 per year for this service.

PARK CITY 1884

DATE: January 26, 2017

TO HONORABLE MAYOR AND COUNCIL

To complete purchase of the south Yard, staff recommends extension of our closing date to allow recordation of a Plat Amendment (Plat), which will define a legal lot of record. PCMC's paid $60,000 in earnest money to Seller on December 9, 2016 at the end of the due diligence period. Staff recommends placing the remainder of the purchase price, $5,940,000, in escrow until the plat is recorded and closing occurs, which the parties have agreed will occur on or prior to May 2, 2017. If Seller is determined to be in default or to have breached the terms of the REPC and its Addendum, the balance of the purchase price would be returned from escrow to PCMC.

Respectfully:

Jonathan Weidenhamer, Economic Development Manager

1

City Council
Staff Report

Subject:	**Approval of Addendum B to a Real Estate Purchase Contract regarding a portion of "Parcel 1 The Yard Subdivision" as that parcel is described in the office of the Summit County Recorder (hereinafter "Yard-1").**
Author:	**Jonathan Weidenhamer**
Department:	**Economic Development**
Date:	**January 26, 2017**
Type of Item:	**Administrative**

Summary Recommendation

Staff recommends City Council direct staff to approve Addendum B, attached hereto, to the above-referenced Real Estate Purchase Contract (REPC). The purpose of the Addendum B is to extend the closing deadline from February 1, 2016, 90 days to May 2, 2017. All terms of the REPC and its Addendum A will remain in effect to the extent they are not inconsistent with the proposed Addendum B.

Executive Summary

To complete purchase of the south Yard, staff recommends extension of our closing date to allow recordation of a Plat Amendment (Plat), which will define a legal lot of record. PCMC's paid $60,000 in earnest money to Seller on December 9, 2016 at the end of the due diligence period. Staff recommends placing the remainder of the purchase price, $5,940,000, in escrow until the plat is recorded and closing occurs, which the parties have agreed will occur on or prior to May 2, 2017. If Seller is determined to be in default or to have breached the terms of the REPC and its Addendum A, the balance of the purchase price would be returned from escrow to PCMC.

Acronyms

REPC	Real Estate Purchase Contract
PCMC	Park City Municipal Corporation
Plat	Plat Amendment

The Problem

The closing date was scheduled for February 1, 2017, contingent on the Seller recording a plat to define a new, legal lot of record out of a current one lot subdivision. The platting process is still underway at this time.

Background

- May 12, 2016 the City Council agreed to enter into a Real Estate Purchase Contract (REPC) to purchase the southern portion of 1251 Kearns Boulevard (approximately 2.29 acres of the "Yard") in an amount of $60/ square foot (link (report, p.101; REPC, p.108);
- June 16, 2016 - Environmental and soils test returned clean on parcel.
- July 16, 2016 – City's Survey work completed. Preliminary road alignments completed.
- September 2016 – Contract for feasibility, massing and concept work approved and will be completed by late October.
- October 17, 2016 – Seller submits application for plat.
- October 20, 2016 – City Council agrees to extend the due diligence date to December 9, 2016.
- December 9, 2016 - $60,000 in City earnest money became fully earned by Seller.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve Addendum B, which will extend the closing date to no later than May 2, 2017:

   Pros

   a. Will allow the Seller to record an updated plat, which will define a legal lot of record, and the parties will close the purchase and sale;

   Cons

   a. The closing will occur 90 days later than the parties intended when executing the REPC in May, 2016.

2. **Null Alternative: Do not extend the Closing Deadline, don't close on the property:**

   Pros

   a. None Seen.

   Cons

   a. If Addendum B is not approved and made part of the REPC, the Seller will not be able to fulfill its obligation to record a plat for the property and PCMC will not close on the purchase.

Analysis

This is a key parcel in the City's overall strategy to potentially site a multi-modal transportation facility to serve as a centrally located parking and transit hub outside the Park City's most congested intersections, yet accessible by both of our entry corridors. The site also represents an enormous opportunity to develop affordable housing in that it is flat and centrally located proximate to service and commercial amenities.

Per the Purchase Contract, the $5,940,000 will be recoverable if the Seller does not record the plat to define a legal lot of record or otherwise defaults on the purchase contract.

Remaining items to be addressed prior to closing

The seller submitted the plat application in mid-October 2016. Neither the buyer nor seller anticipated the time necessary for plat recordation. The seller is finalizing necessary details that will need to be addressed as part of that process including:

- Utility locations and capacity sizing;
- Dedication of Rights-of-Way to expand Homestake Road and extend Munchkin Road;
- Off street parking requirements for the (north) Yard subdivision which the seller will retain, which contains three commercial businesses.

Updated Timeline:

• Council public meeting to authorize REPC	May 12, 2016
• Offer date	May 13
• Deadline for Accepting Offer	May 20
• Kearns disclosures (enviro, etc.)	June 13
• City completes & delivers Phase I & II ESA to seller	June 30
• Seller deliver clear title	Aug 13
• Due Diligence Deadline/Earnest $ hard	Dec 9
• Council public meeting to Extend closing date	Jan 26, 2017
• Closing	May 2, 2017

Department Review

Budget, Executive, City Attorney's Office, Transportation, and Community Development (Transportation and Planning),

Funding Source

Sufficient funds have been allocated within the Transportation and Parking Fund for this acquisition. The Lower Park Avenue Redevelopment budget has adequate funds for a housing project.

Attachments

A Addendum B to Real Estate Purchase Contract

ADDENDUM B
TO
REAL ESTATE PURCHASE CONTRACT

This is an Addendum to that Real Estate Purchase Contract ("REPC"), with an Offer Reference Date of May 13, 2016, including all prior addenda and counteroffers, between Park City Municipal Corporation ("Buyer") and 1251 Kearns, LLC ("Seller"), regarding a portion of "Parcel 1The Yard Subdivision" as that parcel is described in the office of the Summit County Recorder (hereinafter "Yard-1"). The southern portion of Yard-1 shall herein be referred to as the "Property," and is located at 1251 Kearns Blvd., Park City, Utah 84060, as defined in the REPC. All capitalized words in this Addendum B are defined in the REPC. The following terms are hereby incorporated as part of the REPC:

a. The parties acknowledge and agree that it is not feasible for Seller to record the subdivision plat of the Yard-1, pursuant to Paragraph i of Addendum A to the REPC, prior to the Settlement Deadline set forth in the REPC.

b. The parties agree to extend the time within which to record the final subdivision plat by ninety (90) days from the Settlement Deadline, provided that Buyer deposits the balance of the Purchase Price due at Settlement (i.e., $5,940,000.00) with the escrow/closing office, Coalition Title Agency, 220 Park Ave, Bldg. C, Park City, Utah 84060, prior to the Settlement Deadline.

To the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers not modified by this Addendum shall remain the same.

Dated this ____ day of January 2017.

1251 KEARNS, LLC

____
By: __________________________________
Its: __________________________________

Dated this ____ day of January 2017.

PARK CITY MUNICIPAL CORPORATION

____
By: __________________________________
Its: __________________________________

DATE: January 26, 2017

TO HONORABLE MAYOR AND COUNCIL

Peoples Health Clinic started in 1999 as the dream of local medical providers and community members who realized the enormous need for low-cost health services in the Park City area. This organization is supporting Children's Dental Health Month and has requested that a resolution be passed by the City Council.

Respectfully:

Michelle Kellogg, City Recorder

City Council Staff Report

Subject: Children's Dental Health Month
Author: Michelle Kellogg
Department: Executive
Date: January 26, 2017
Type of Item: Administrative

Summary Recommendation

Approve the proposed resolution proclaiming February 2017, as Children's Dental Health Month.

Executive Summary

Peoples Health Clinic started in 1999 as the dream of local medical providers and community members who realized the enormous need for low-cost health services in the Park City area. This organization is supporting Children's Dental Health Month and has requested that a resolution be passed by the City Council.

The Opportunity

National Children's Dental Health Month is an opportunity for Park City to unite citizens of Utah and raise public awareness about the importance of preventative dental care for all children.

Alternatives for City Council to Consider

Recommended Alternative: Staff recommends Council approve the proposed resolution in support of Children's Dental Health Month.

Pros

a. The resolution demonstrates the City's support of the Peoples Health Clinic.
b. The resolution promotes preventative dental care for all children
c. Supporting this resolution could result in increased awareness in the community.

Cons

a. No increase in community awareness.

Consequences of Selecting This Alternative

Supporting this resolution will demonstrate that the City values young people in the community.

2. **Null Alternative:** No material impact.

Department Review

Legal and Executive Departments

Funding Source

There are no commitments associated with this resolution.

Resolution 02-2017

A RESOLUTION DECLARING FEBRUARY 2017 AS CHILDREN'S DENTAL HEALTH MONTH

Whereas, our community recognizes that the success of Park City depends on supporting every individual without medical insurance so they may pursue their dreams and strengthen our county; and

Whereas, we recognize that through dental education and regular preventative dental care, tooth decay is almost completely preventable, and children can remain healthy and contribute to the success of their community, as their healthy smiles are the cornerstone of our resort town; and

Whereas, research shows that through supervised tooth brushing programs and preventative care, children can reduce dental-related illness, which causes kids in the U.S. to miss 51 million school hours each year, and school absences start as early as first grade; and

Whereas, through a balanced diet, brushing and flossing after every meal, and regular dental check-ups, children can avoid cavities and remain healthy; and

Whereas, in 2017, both children and adults who reside in Utah, will visit People's Health Clinic and receive dental exams and education at no cost; and

Whereas, National Children's Dental Health Month is an opportunity for Park City to unite citizens of Utah and raise public awareness about the importance of preventative dental care for all children; and

Therefore, the City Council of Park City, Utah, hereby declares February 2017 as Park City Children's Dental Health Month.

PASSED AND ADOPTED this 26th day of January, 2017.

PARK CITY MUNICIPAL CORPORATION

____

Mayor Jack Thomas

Attest:

____

Michelle Kellogg, City Recorder

Approved as to form:

____

Mark Harrington, City Attorney

PARK CITY 1884

DATE: January 26, 2017

TO HONORABLE MAYOR AND COUNCIL

With the 2017 Legislative Session almost underway, staff anticipates a fairly active year with impacts to specific areas of local government and regulation, such as public safety, election laws, and local land use authority. These activities require ongoing Council direction and participation from various members of staff. Despite the unpredictable nature of future legislative actions, staff recommends Council review and, as necessary, amend the proposed “**2017 Legislative Platform**” policy guidelines.

Respectfully:

Matt Dias, Asst City Manager

City Council
Staff Report

Subject: **2017 Legislative Update**
Author: **Matthew Dias**
Department: **Executive**
Date: **January 26, 2017**
Type of Item: **Informational & Legislative**

Summary Recommendations:
Review and, as necessary, amend the proposed "2017 Legislative Platform" policy guidelines

Background:
With the 2017 Legislative Session almost underway, staff anticipates a fairly active year with impacts to specific areas of local government and regulation, such as public safety, election laws, and local land use authority. These activities require ongoing Council direction and participation from various members of staff. Despite the unpredictable nature of future legislative actions, staff recommends Council review and, as necessary, amend the proposed "**2017 Legislative Platform**" policy guidelines.

Analysis:

Legislative Platform
The Legislative Platform ("Platform") was drafted in order to better define the City's legislative strategies, and to provide a more solid foundation for staff-led advocacy efforts at the Federal, State, and local level. Staff has used this Platform for several years successfully to help identify legislative subject areas of general concerns, as well as to make recommendations to Council on specific legislation using overarching policy guidelines. In addition, in the event it is necessary for staff to respond to a legislative proposal and take a formal position prior to Council direction, staff would only express positions that are generally in accordance with these guidelines, and then seek subsequent Council reaffirmation as soon thereafter as practical.

Policy Guidelines

Park City Municipal generally supports:
1. Legislation that leads to greater financial independence from Federal and State entities, and protects local resources from Federal, State, and other governmental controls;
2. Legislation maintaining maximum local flexibility in all areas of its day-to-day responsibilities, municipal operations, and local land use authority; and
3. Legislation that advocates fair and proportionate representation on regional/interlocal boards/commissions.

Park City Municipal generally opposes:

1. Legislation that makes the City more dependent on Federal, State, and other governmental agencies for policy direction;
2. Legislation that erodes the City's broad police power or interferes with the local decision making regarding public safety and land use; and
3. Legislation that imposes intrusive, unnecessary or unfunded mandates that preempts local authority.

Department Review:
Legal & Executive.

PCMC Legislative Platform and Policy Guidelines

Park City Municipal generally supports:

1. Legislation that leads to greater financial independence from Federal and State entities, and protects local resources from Federal, State, and other governmental controls;

2. Legislation maintaining maximum local flexibility in all areas of its day-to-day responsibilities, municipal operations, and local land use authority; and

3. Legislation that advocates fair and proportionate representation on regional/interlocal boards/commissions.

Park City Municipal generally opposes:

1. Legislation that makes the City more dependent on Federal, State, and other governmental agencies for policy direction;

2. Legislation that is inconsistent with the general doctrine of home rule or interferes with the local exercise of powers over public safety and land use; and

3. Legislation that imposes intrusive, unnecessary or unfunded mandates that preempts local authority.

DATE: January 26, 2017

TO HONORABLE MAYOR AND COUNCIL

City Council should review and consider the proposed terms and conditions associated with a Real Estate Purchase Contract (REPC) authorizing the purchase of Lot #2 of the Ontario Subdivision in the amount of $1,250,000. The purpose of the acquisition is to provide for future transit housing needs.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager

City Council
Staff Report

Subject: Transit Housing Acquisition: Lot #2 of Ontario Subdivision
Author: Heinrich Deters
Department: Sustainability
Date: January 26, 2017
Type of Item: New Business-Property Acquisition

Summary Recommendation
Staff requests Council approve the proposed terms and conditions associated with a Real Estate Purchase Contract (Attachment I- REPC) in the amount of $1,250,000 to acquire Lot #2 of the Ontario Subdivision. (Exhibit A- Subdivision Plat)

Executive Summary
City Council should review and consider the proposed terms and conditions associated with a Real Estate Purchase Contract (REPC) authorizing the purchase of Lot #2 of the Ontario Subdivision in the amount of $1,250,000. The purpose of the acquisition is to provide for future transit housing needs.

Acronyms
REPC Real Estate Purchase Contract

Background
The owners of Lot #2 of the Ontario Subdivision contacted the City several months ago, inquiring if there was an interest in purchasing the deed restricted property and structure. The City acquired an appraisal for the property and worked with the owners towards a purchase agreement.

Analysis
Affordable Housing is one of Council's critical priorities.

Each winter season, Park City's Transit Department hires close to fifty (50) seasonal employees, primarily as bus drivers. Similar to other seasonal workers, these employees have a difficult time attaining affordable housing within the community. To that point, the City has constructed a transit housing project at the Iron Horse transit facility, which provides for sixteen employees. Additionally, each year, the City also acquires seasonal housing, via the private rentals around town. For the 2016/17 winter, these private rentals have provided housing opportunities for an additional fourteen employees. Doing the math, one can see that this season, there is still a housing deficiency for twenty employees.

Current Property/Structure
The property is deed restricted as transitional and/or affordable housing and is designed as such, with communal kitchens and living areas. Should Council approve the

purchase of the property, the structure is already conducive to the proposed use and would at minimum, provide for five additional employees.

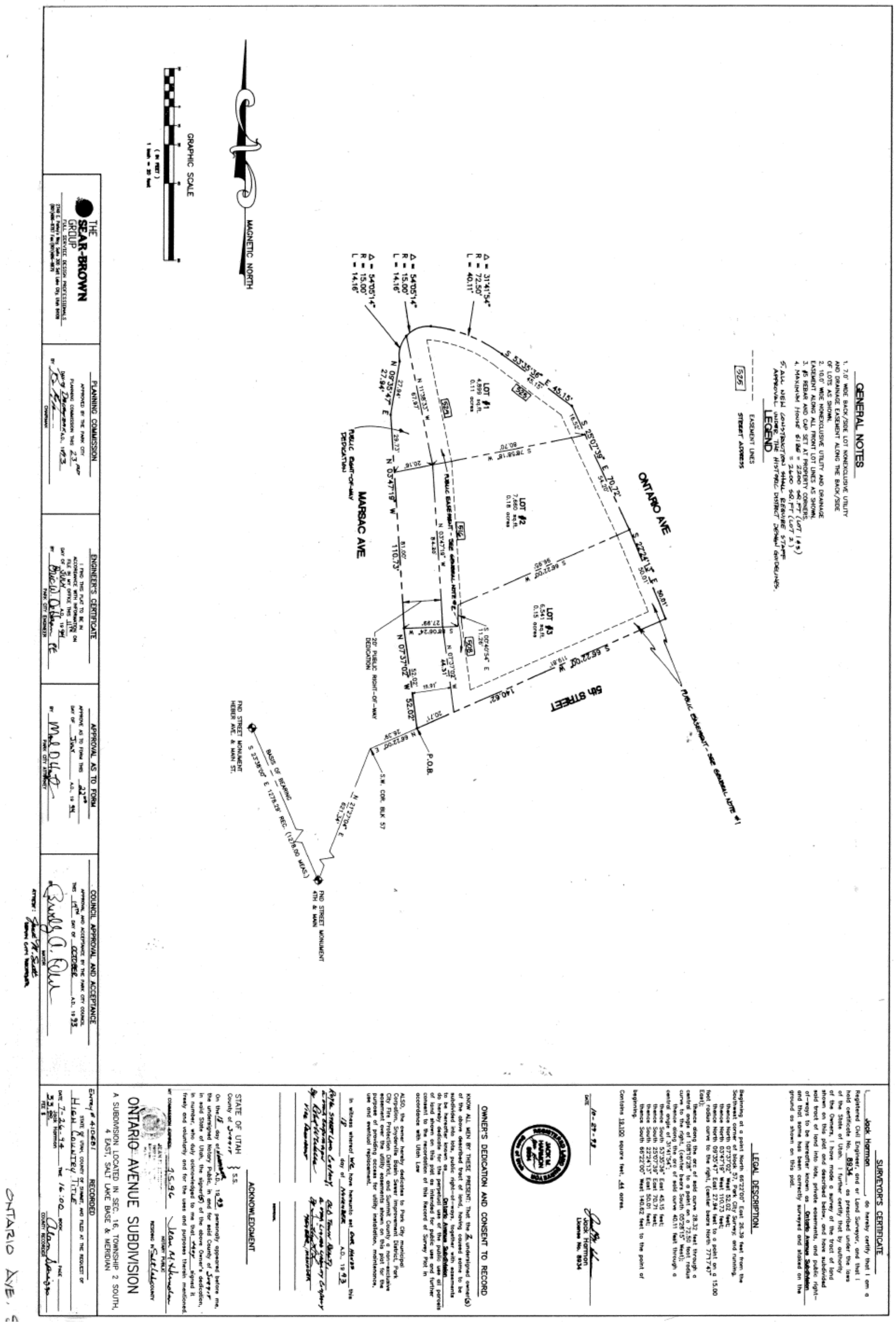
Cost
In September, the City procured an appraisal for the property, which valued it at $1,250,000.

Lease Back Option
The current owners have requested a 'lease back option' associated with the purchase. The lease provides the terms associated with the option and denotes a September 1, 2018 deadline for the initial period.

Department Review
This report has been reviewed by the Transit, Budget, Housing, Community Development, City Attorney's Office and Executive Department.

Funding Source
The Transit Fund will provide funding for the proposed acquisition.

Exhibit A- Ontario Subdivision Plat



Attachment I- Real Estate Purchase Agreement and Lease

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

OFFER TO PURCHASE AND EARNEST MONEY DEPOSIT

On this _____ day of ____________, 20____ ("Offer Reference Date") PARK CITY MUNICIPAL CORPORATION ("Buyer") offers to purchase from PEACE HOUSE, INC. ("Seller") the Property described below ~~and [ ] delivers to the Buyer's Brokerage with this offer, or [ ] agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), Earnest Money in the amount of $__________ in the form of__________. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.~~

~~Buyer's Brokerage__________ Phone:__________~~

~~Received by:__________ on__________ (Date)~~

(Signature above acknowledges receipt of Earnest Money)

OTHER PROVISIONS

1. PROPERTY: LOT 2, ONTARIO AVENUE SUBDIVISION

also described as: __________

City of PARK CITY, County of SUMMIT, State of Utah, Zip 84060 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included Items. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale **(check applicable box)**: **[X] washers [X] dryers [X] refrigerators [X] water softeners [ ] microwave ovens [ ] other (specify)**__________

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title.

1.3 Excluded Items. The following items are excluded from this sale: __________

1.4 Water Service. The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: __________

2. PURCHASE PRICE. The Purchase Price for the Property is $ 1,250,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2(a) through 2(d) below. Any amounts shown in 2(b) and 2(d) may be adjusted as deemed necessary by Buyer and the Lender.

$ -0-	(a) **Earnest Money Deposit.** Under certain conditions described in the REPC, this deposit may become totally non refundable.
$__________	(b) **New Loan.** Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
$__________	(c) **Seller Financing** (see attached Seller Financing Addendum)
$ 1,250,000.00	(d) **Balance of Purchase Price in Cash at Settlement**
$ 1,250,000.00	**PURCHASE PRICE. Total of lines (a) through (d)**

3. SETTLEMENT AND CLOSING.

3.1 Settlement. Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any new loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 3.2 shall survive Closing.

~~**3.3 Special Assessments.** Any assessments for capital improvements as approved by the HOA (pursuant to HOA~~ governing documents) or as assessed by a municipality or special improvement district, ~~prior to the Settlement~~ Deadline shall be paid for by: **[ ] Seller [ ] Buyer [ ] Split Equally Between Buyer and Seller [ ] Other (explain)** ____________ ____. The provisions of this Section 3.3 shall survive ~~Closing.~~

3.4 Fees/Costs/Payment Obligations. Unless otherwise agreed to in writing, Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Tenant deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) shall be paid or credited by Seller to Buyer at Settlement. Buyer agrees to be responsible for homeowners' association and private and public utility service transfer fees, if any, and all utilities and other services provided to the Property after the Settlement Deadline. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 3.4 shall survive Closing.

3.5 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in 3.5 (b) and (c) shall be completed within four calendar days after Settlement.

4. POSSESSION. Seller shall deliver physical possession of the Property to Buyer as follows: **[X] Upon Closing; [ ] ___Hours after Closing; [ ] ___ Calendar Days after Closing.** Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. Seller agrees to deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings. Any Seller or tenant moving-related damage to the Property shall be repaired at Seller's expense. The provisions of this Section 4 shall survive Closing.

~~**5. CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency~~ disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent ________________________, represents **[ ] Seller [ ] both Buyer and Seller as a Limited Agent;**

Seller's Brokerage________________________, represents **[ ] Seller [ ] both Buyer and Seller as a Limited Agent;**

Buyer's Agent ________________________, represents **[ ] Buyer [ ] both Buyer and Seller as a Limited Agent;**

~~Buyer's Brokerage________________________, represents **[ ] Buyer [ ] both Buyer and Seller as a Limited Agent.**~~

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by ~~general~~ special warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8. Buyer also agrees to accept title to the Property subject to any existing leases, rental and property management agreements affecting the Property not expiring prior to Closing which were provided to Buyer pursuant to Section 7(e). The provisions of this Section 6.1 shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), ~~the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available~~

~~through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept,~~ the most current available version of an *ALTA Owner's Policy of Title Insurance ("Standard Coverage Owner's Policy")* available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

(a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section10.3;
(b) a Commitment for Title Insurance as referenced in Section 6;
(c) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
~~(d) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;~~
(e) a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing;
~~(f) evidence of any water rights and/or water shares referenced in Section 1.4;~~
(g) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations; and
~~(h) Other (specify):~~ ______________________________

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: **[X] IS [ ] IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) Due Diligence Items. Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) Buyer's Right to Cancel or Resolve Objections. If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: **[ ] IS [X] IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) Buyer's Right to Cancel. If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Failure to Cancel. If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition.

8.3 FINANCING CONDITION. Buyer's obligation to purchase the property: **[ ] IS [X] IS NOT** conditioned upon Buyer obtaining the Loan referenced in Section 2(b). This condition is referred to as the "Financing Condition." If checked in the affirmative, Sections 8.3(a) and 8.3(b) apply; otherwise they do not. If the Financing Condition applies, Buyer agrees to work diligently and in good faith to obtain the Loan.

(a) Buyer's Right to Cancel Before the Financing & Appraisal Deadline. If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) Buyer's Right to Cancel After the Financing & Appraisal Deadline. If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. In the event of such cancellation, Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3(a), then no later than the Due Diligence Deadline referenced in Section 24(b), or the Financing & Appraisal Deadline referenced in Section 24(c), whichever is later, Buyer: **[ ] WILL [X] WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of $________________. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There **[X] ARE [ ] ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: **[X] Addendum No.** ONE________ **[ ] Seller Financing Addendum [ ] FHA/VA Loan Addendum [ ] Lead-Based Paint Disclosure & Acknowledgement (in some transactions this disclosure is required by law) [ ] Other (specify)** ______________________________

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan **[ ] WILL [X] WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by **[ ] Buyer [ ] Seller** and shall be issued by a company selected by **[ ] Buyer [ ] Seller.** The cost of the Home Warranty Plan shall not exceed $_________ and shall be paid for at Settlement by **[ ] Buyer [ ] Seller.**

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in section 7(a); and (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted. The provisions of Sections 10.2 and 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.

11.1 Walk-Through Inspection. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented. If the items are not as represented, Seller agrees to cause all applicable items to be corrected, repaired or replaced (the "Work") prior to the Settlement Deadline referenced in Section 24(d).

11.2 Escrow to Complete the Work. If, as of Settlement, the Work has not been completed, then Buyer and Seller agree to withhold in escrow at Settlement a reasonable amount agreed to by Seller, Buyer (and Lender, if applicable), sufficient to pay for completion of the Work. If the Work is not completed within thirty (30) calendar days after the Settlement Deadline, the amount so escrowed may, subject to Lender's approval, be released to Buyer as liquidated damages for failure to complete the Work. The provisions of this Section 11.2 shall survive Closing.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any leases, rental or property

OTHER THAN AS PROVIDED IN ADDENDUM NO. ONE,

management agreements shall be made; (b) no new lease, rental or property management agreements shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; (d) no further financial encumbrances to the Property shall be made, and (e) no changes in the legal title to the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: **[ ] SHALL [X] MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: ~~(a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and~~ sue Buyer to specifically enforce the REPC~~; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer~~ and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: ~~(a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and~~ sue Seller to specifically enforce the REPC~~; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable,~~ and pursue any other remedies available at law. ~~If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.~~

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. ~~Provided, however, the transfer of Buyer's interest~~ in the REPC to any business entity in which Buyer holds a legal interest, including, but ~~not limited to, a family~~ partnership, family trust, limited liability company, partnership, or corporation ~~(collectively referred~~ to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer ~~that requires Seller's~~ prior written consent. Furthermore, the inclusion of "and/or assigns" or similar ~~language on the~~ line identifying Buyer on the first page of the REPC shall constitute Seller's written ~~consent only to a Permissible Transfer.~~

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

(a) Seller Disclosure Deadline SEVEN (7) DAYS AFTER ACCEPTANCE (Date)
(b) Due Diligence Deadline FOURTEEN (14) DAYS AFTER ACCEPTANCE (Date)
(c) Financing & Appraisal Deadline N/A (Date)
(d) Settlement Deadline FEB. 15, 2017 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: __________ [ ] **AM** [ ] **PM** Mountain Time on__________________ (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Buyer's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:
[ ] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
[ ] **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _______.
[ ] **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date)(Time)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

(Seller's Names) **(PLEASE PRINT)** (Notice Address) (Zip Code) (Phone)

ADDENDUM NO. ONE
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN [X] **ADDENDUM** [ ] **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of ______________________, including all prior addenda and counteroffers, between PARK CITY MUNICIPAL CORPORATION as Buyer, and PEACE HOUSE, INC. as Seller, regarding the Property located at LOT 2, ONTARIO AVENUE SUBDIVISION, PARK CITY, UTAH. The following terms are hereby incorporated as part of the REPC:

1. THE PARTIES REPRESENT AND WARRANT TO EACH OTHER THAT THERE ARE NO REAL ESTATE AGENTS OR BROKERS INVOLVED IN THIS TRANSACTION.
2. THE OBLIGATIONS OF BUYER AND SELLER UNDER THIS REPC ARE CONTINGENT UPON THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT SATISFACTORY TO BOTH PARTIES BY THE DUE DILIGENCE DEADLINE WHEREIN THE BUYER LEASES BACK THE PROPERTY TO SELLER FOR A TERM COMMENCING ON THE SETTLEMENT DATE AND ENDING ON SEPTEMBER 18, 2018.

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

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

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

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

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

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

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

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into as of and effective the_______day of February, 2017, by and between Park City Municipal Corporation ("Lessor") and Peace House, Inc., a Utah non-profit corporation ("Lessee").

RECITALS:

The parties recite and declare:

A. Lessor is the sole owner of a multi-family residential building and desires to lease it to a suitable and qualified Lessee exclusively for the operation of a shelter for victims of domestic abuse. The lot, building and fixtures equipment are collectively referred to as the "Premises".

B. Lessee has the experience and qualified personnel to operate a shelter for victims of domestic abuse and desires to lease the Premises exclusively for operation as such.

C. The parties desire to enter into this Lease defining their respective rights, duties and liabilities relating to the Premises.

IN CONSIDERATION OF the mutual covenants contained in this lease agreement, the parties agree as follows:

SECTION ONE
DESCRIPTION OF PREMISES

Lessor leases to Lessee the Premises known as Peace House Shelter, located on Lot 2, Ontario Avenue Subdivision, Park City, Summit County, Utah.

SECTION TWO
RENTAL AND TERM

A. The lease term will commence on the settlement date for the purchase and sale of the real property ("Settlement Date") and terminate on September 18, 2018.

B. From Settlement Date until September 18, 2018, Lessee will pay to Lessor as rent the sum of $1.00 per year.

C. The total amount of rent due for the term of this Lease shall be payable in advance at the commencement date of this Lease.

SECTION THREE
POSSESSION

Lessee shall have possession of the Premises concurrent with the execution hereof. With advance notice provided by Lessor, Lessee shall provide Lessor access to the Premises at reasonable intervals during normal daytime operating hours for purposes of inspection and review of compliance with the provisions hereof. The representatives of Lessor authorized to enter the Premises for such inspection shall be identified in writing to Lessee and such representatives will be required to adhere to the admittance rules and regulations established by Lessee and applicable to Lessee's own personnel for security purposes.

SECTION FOUR
EFFECT OF DEFAULT

If Lessee fails to pay rent or any part of the rent when due or defaults in the performance of any of the other terms and conditions of this Lease, Lessor may provide written notice of default to Lessee. Lessee will have thirty (30) days from the date of notice to correct the default. If the default is one not related to the payment of monies and cannot be corrected within the thirty (30) day period, then Lessee must commence corrective action to cure the default within thirty (30) days of receiving notice of the default, and will have an additional thirty (30) days in which to complete the corrective action. If Lessee has not corrected the default within the allowable period, then Lessor may, upon written notice, terminate this Lease and take possession of the Premises. In the event of a termination of this Lease, Lessee shall be liable for rents due until the date of termination.

SECTION FIVE
MAINTENANCE AND REPAIR

A. Lessee accepts possession of the Premises in its existing condition. Lessee will maintain and repair the exterior portions of the Premises, including the roof, parking facilities, elevator and exterior landscaping. Lessee will maintain and repair all major mechanical devices, including heating, ventilation, water heaters, sprinkler systems, electrical systems and major appliances.

B. Lessee will keep the interior of the Premises, including window coverings, furnishings and equipment in good repair and condition. Lessee will maintain the Premises in a sanitary condition, and will not permit any nuisance in or around the Premises. Lessee will repair at Lessee's expense all injuries or deterioration to the Premises occasioned by the occupants of the Premises or by Lessee's want of ordinary care.

SECTION SIX
JANITORIAL SERVICE

Lessee will be responsible for contracting or arranging and paying for the provision of janitorial and cleaning services for the Premises, including:

(1) cleaning and maintaining the common areas;
(2) cleaning and trash removal in interior of Premises;
(3) trash pick-up and trash removal from exterior of Premises;
(4) periodic carpet cleaning;
(5) periodic washing of windows;
(6) snow removal from decks and balconies; and
(7) exterior landscaping maintenance.

SECTION SEVEN
UTILITIES

Lessor shall insure that sufficient utility services are available to the Premises. Lessee will pay for all electricity, natural gas, water and sewer services used or consumed on the Premises. Lessee will pay for telephone cable services and internet services used on the Premises.

SECTION EIGHT
TAXES

Lessee will pay all real property taxes and assessments levied against the Premises, and all personal property taxes applicable to the furnishings and equipment belonging to Lessee, as well as sales taxes and business and license fees connected with the operation of the Premises.

SECTION NINE
INSURANCE

A. Lessee will obtain and pay for fire insurance and structural damage insurance on the Premises in a sufficient amount to cover the replacement of the entire building, improvements and additions.

B. Lessee will obtain and pay for liability insurance with minimum limits of $1,000,000 per event protecting Lessor and Lessee against liability resulting from bodily injury or property damage occurring on the Premises.

C. Lessee will obtain and pay for fire and interior damage insurance required to protect any contents and furnishings of the Premises belonging to Lessee or its occupants.

D. Lessee will obtain and pay for liability insurance with minimum limits of $1,000,000 per event protecting Lessor and Lessee against liability resulting from the operation of the shelter programs on the Premises.

SECTION TEN
RESTRICTIONS

A. Lessee will not use the Premises for any unlawful, improper, or immoral use, nor will Premises be used for any purpose other than a shelter for domestic abuse.

B. Lessee acknowledges that operation of the Premises as a shelter for domestic abuse is subject to the following laws rules and contracts and agrees to operate the facility in compliance therewith:

(1) Domestic Violence Shelters Contract Agreement with the State of Utah, Department of Community and Economic Development, Division of Community Development;
(2) Title VI and VII of the civil Rights Act of 1964 (42 U.S.C. 2000(e)) prohibiting discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin;
(3) Executive Order No. 11246, as amended, prohibiting discrimination on the basis of sex;
(4) 45 C.F.R. 90 prohibiting discrimination on the basis of age;
(5) Section 504 of the Rehabilitation Act of 1973;
(6) Americans with Disabilities act of 1990, which prohibits discrimination of the basis of disabilities; and
(7) Utah Executive Order dated June 30, 1989, which prohibits sexual harassment in the work place.

SECTION ELEVEN
SURRENDER AND HOLDING OVER

A. Lessee will surrender the Premises and remove all of Lessee’s personal property and personnel from the Premises on termination under Section /four of this Lease.

B. Any holding over by Lessee without the express authorization of Lessor will be treated as a tenancy from month-to-month, at reasonable rental rate to be determined by Lessor. Lessor will retain all remedies under this Lease and rights under the law for removal of Lessee from the Premises.

SECTION TWELVE
EXTENSION RIGHT AND RENTAL RATE

A. In the event that the Lessee’s new complex containing a shelter for domestic abuse, transitional housing and related support facilities to be located in the Intermountain Healthcare Park City Medical Campus (the New Complex”) is not completed and certified for occupancy by the termination date of this Lease, then Lessee shall have the right to extend the term of this Lease on a month-to-month basis until such New Complex is certified for occupancy; provided, however, such extensions shall not exceed a total one year from the original date of termination of this Lease.

B. The monthly rental rate for any extensions made pursuant to Paragraph A above shall be an amount equal to $3,500.00 per month.

C. Lessee shall give Lessor at least ninety (90) days advance written notice of its election to extend the terms of this Lease as provided in this Section Twelve. Lessee agrees to pay such monthly rental in advance by the fifth (5^{th}) day of each calendar month during the extended term.

SECTION THIRTEEN
GOVERNING LAW

This Lease shall be governed by, construed and enforced in accordance with the laws if the State of Utah.

SECTION FOURTEEN
WAIVERS

Lessor's waiver of any breach of any covenant or duty of Lessee under this Lease is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

SECTION FIFTEEN
ATTORNEY FEES

In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney fees.

SECTION SIXTEEN
ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding upon either party except to the extent incorporated in this Lease.

SECTION SEVENTEEN
MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease will be binding only if evidenced in a writing signed by an authorized representative of each party.

SECTION EIGHTEEN
NOTICES

A. All notices, demands, or other writings in this Lease provided to be given by either party to the other will be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To Lessor: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
Attn: City Attorney

To Lessee: Peace House, Inc.
1960 Sidewinder Drive, Suite 208
Park City, UT 84060
Attn: Executive Director

B. The address to which any notice, demand, or other writing may be given as provided above may be changed by either party by sending written notice to the other party.

SECTION NINETEEN
BINDING EFFECT

This Lease will bind and inure to the benefit of the respective successors and assigns of the parties.

SECTION TWENTY
PARAGRAPH HEADINGS

The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the date first written above.

LESSOR:

PARK CITY MUNICIPAL CORPORATION

By:______________________________
Name:
Title:

LESSEE:

PEACE HOUSE, INC., a Utah non-profit corporation

By:______________________________
Jane Patten
Executive Director