PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
December 8, 2022

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Council of Park City, Utah, will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on December 8, 2022. Council members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

CLOSED SESSION - 3:15 p.m.
The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

WORK SESSION

3:30 p.m. - Discuss FY24 Budget Timeline and Financial Tools
Budget Timeline Staff Report
Exhibit A: Monthly Budget Report

4:30 p.m. - Overview of the Interlocal Agreement for Joint Use of Recreation Facilities between Park City Municipal Corporation, Snyderville Basin Special Recreation District, and Park City School District
Recreation Facilities Interlocal Agreement Staff Report
Exhibit A: Agreement For Joint Use of Facilities for Recreation
Exhibit B: Third Addendum to Joint Use of Facilities For Recreation

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF
Council Questions and Comments

Staff Communications Reports

1. Fulfillment of Park City Heights Housing Obligation Annual Report
PC Heights Housing Obligation Staff Report
Exhibit A: PC Heights 2nd Amended HMP Action Letter

2. Drinking Water Quality Program Update

Drinking Water Quality Program Staff Report

3. Library Hours of Operation Changes

Library Hours Staff Report

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

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from November 3, 10, and 17, 2022
   November 3, 2022 Minutes
   November 10, 2022 Minutes
   November 17, 2022 Minutes

V. NEW BUSINESS

1. Consideration to Approve Resolution 24-2022, a Resolution Welcoming the Return of Winter in Park City
   (A) Public Input (B) Action
   Welcome Winter Resolution 2022

2. Discuss the Upper Main Street Improvement Project - Including the Intersections of Main Street, Swede Alley, Park Avenue, Daly Avenue, and King Road
   (A) Public Input
   Upper Main Staff Report
   Exhibit A: Phase One Improvements
   Exhibit B: Stakeholder Engagement Summary
   Exhibit C: Concept Design Evolution

3. Consideration to Adopt Resolution 25-2022, a Resolution Adopting the Revised Personnel Policies and Procedures Manual, Effective January 1, 2023, for Park City Municipal Corporation
   (A) Public Hearing (B) Action
   Vacation Leave Staff Report
   Exhibit A: Vacation Policy
   Exhibit B: Vacation Policy Resolution

4. Consideration to Approve Ordinance No. 2022-46, an Ordinance Approving the 161 Park Avenue Plat Amendment Located at 161 Park Avenue, Park City, Utah
   (A) Public Hearing (B) Action
   161 Park Avenue Plat Amendment Staff Report
   Exhibit A: Draft Ordinance No. 2022-46 and Proposed Plat
   Exhibit B: Survey No. S-7220
   Exhibit C: Applicant Statement
   Exhibit D: Property Photos
   Exhibit E: Public Comment

VI. OLD BUSINESS

1. Consideration to Approve the Second Addendum for a One-Year Extension of the Park City Kimball Art Festival Special Event License/City Service Agreement
   (A) Public Hearing (B) Action
   Kimball Art Center Contract Extension Staff Report

Exhibit A: DRAFT Second Addendum to Kimball Art Festival Agreement

2. Thaynes Canyon Parking Update - White Pine Touring Proposed Parking Mitigation Plan
(A) Public Input
Thaynes Canyon Parking Mitigation Plan Staff Report
Exhibit A: White Pine Touring Winter Parking Mitigation Plan 2022

VII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section: WORK SESSION

Subject:
3:30 p.m. - Discuss FY24 Budget Timeline and Financial Tools

Suggested Action:

Attachments:
Budget Timeline Staff Report
Exhibit A: Monthly Budget Report

City Council Staff Report

Subject: FY24 Budget Process and Financial Tools
Author: Budget Team
Department: Budget, Debt, and Grants
Date: December 8, 2022
Type of Item: Discussion

Summary Recommendation

In response to City Council's direction for a more extended and in-depth budget process, review and consider the recommended FY24 budget timeline and process.

Executive Summary

Previously, annual budget discussions with Council began with the presentation and adoption of the City Manager's Recommended Budget at the beginning of May. Per state code, a tentative budget must be submitted to city council on or before the first scheduled meeting in May.

For FY23, we propose to renovate our existing budget process to provide ample time for department heads to present various projects, ideas, and initiatives over several months to ascertain feedback from Council before creating the City Manager's Recommended Budget. The revamped budget process focuses more on collaboration and coordination between City Council, managers, and the Budget and Executive Team. Early discussions with Council will hopefully provide more clarity and strategic direction before recommending and adopting a final budget.

On December 8, 2022, the presentation will begin with a broad overview of the FY24 budget strategy, lay out a budget timeline, highlight this year's economic outlook, and close with a summary of funding source analysis. We recommend the timeline below:

December:

- Budget and Economic Update with Council
- Managers discuss FY24 proposals with the Executive team
- HR begins developing upcoming Pay Plan strategy
- Managers begin reviewing Fee Policy changes

January-February:

- Budget Team reviews previously adopted Budget Policies
- Budget FY24 revenue projections calculated
- Managers present FY24 proposals to Council (big initiatives)
- Managers present FY24 proposals to budget committees and Executive team
- Final Executive review budget committee recommended budgets

March:

- Finalize City Manager Recommended Budget
- Finalize any employee benefits adjustment
- Blue-Ribbon Compensation Committee for Elected Officials presents findings

- Fee changes presented to Council
- Council prioritization exercise

April-May:
- April 4 – Administrative - Pay Plan, Benefits, Operations
- April 27 - Capital
- May 11 - Misc/Outstanding Items, **Adopt Tentative Budget**

June:
- May 25, June 1, 15 - Follow up presentations as needed
- June 22 - Final Budget and Fee Schedule Adoption

Analysis

After individual departmental presentations on significant budget projects and initiatives, the Budget Team recommends Council consider a prioritization exercise. The prioritization exercise will separate potential budget items by operating, capital, and funding sources. The results will inform the FY24 City Manager's Recommended Budget. Major projects and initiatives will continue to focus organizational resources and energy on the Critical Community Priorities, as well as other burgeoning focus areas:

Proposed Major Topical Areas:
1. **Housing:** Projects plan and resources
2. **Transportation:** Projects plan and resource
3. **Environment:** Water conservation, recycling, zero waste, etc.
4. **Equity:** Senior Center, Childcare/Daycare, etc.
5. **Recreation:** Aquatics, pickleball, etc.
6. **Community Mitigation**

A predictable and transparent budget process is essential for sound financial planning, administration, accountability, and evaluation. The City deploys Budgeting for Outcomes (BFO), a process focusing on Council priorities and objectives to drive annual budget decisions. BFO is a mechanism to link Council's policy goals to the day-to-day management of the City.

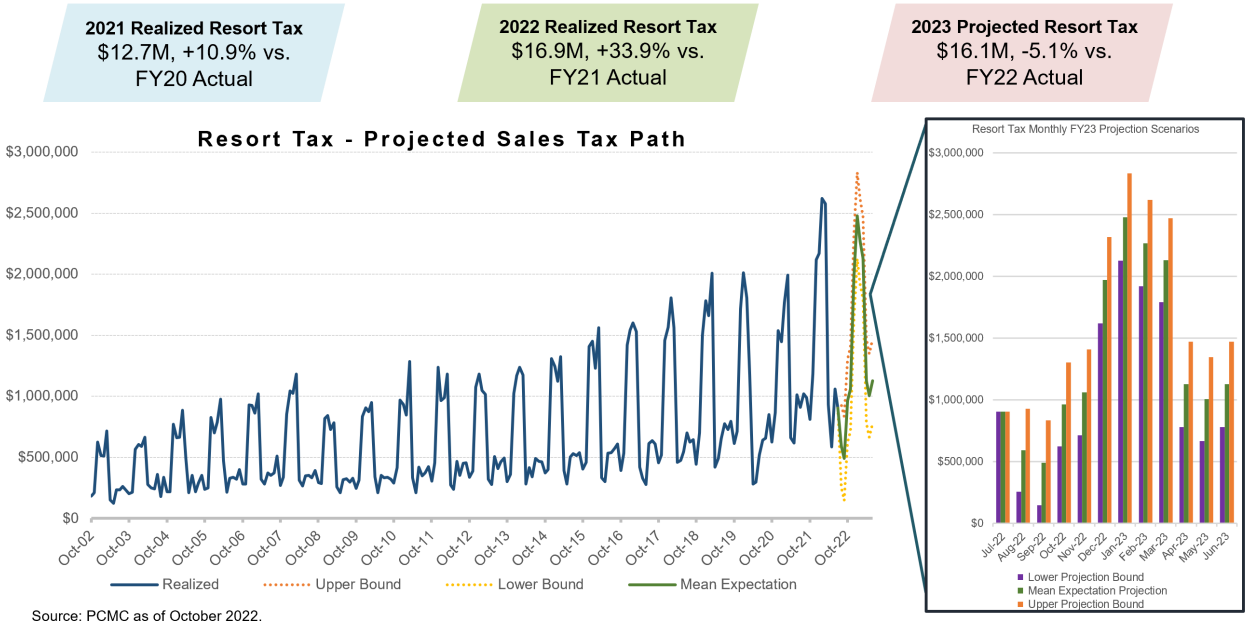
In addition to the proposed Council prioritization exercise, the Budget Team scrutinizes every budget request. The Budget Team will use the information gathered during the prioritization exercise and incorporate it into the BFO scoring methodology. The BFO process and methodology will be reviewed during the December work session.

Economic Outlook

As part of the budget process, we must project revenues for the next fiscal year to formulate the associated expense budgets. The Budget Team will provide initial projections in March. However, a summary of some of the economic signals is included below.

- Park City sales tax revenues posted healthy year-over-year gains in September. The City's core sales taxes, excluding transit and transient room taxes, were up 12.4% over September of FY22. Transit sales taxes posted growth of 6% year-over-year, broadly in line with point-of-sale trends.

- The City's lodging industry continued to see growth in summer demand. The City's Transient Room Tax posted a 1.4% increase over the previous August of FY22.
- The City's General Fund sales tax revenues are above expectations at $717k above the FY23 Original Budget outlook. These gains provide a nice cushion as we enter an uncertain winter season.
- Cautiously, we believe FY23 will achieve similar sales tax revenues as FY22, meaning year-over-year growth will be maintained but not surpassed due to some weaker economic signals on the horizon.
- Park City is on a new revenue trajectory concerning overall sales taxes, closing FY22 up +33.9% vs. FY21, a previous record sales tax year.
    - The increases allow Park City to increase what it can mitigate and accomplish in FY23 and beyond. With an eye toward caution, FY23 will remain robust in revenues, with a minor reduction of -5.1%, as record revenue growth tapers off in the near term.



Source: PCMC as of October 2022.

- On the national front, the effects of inflation are eroding the buying power of American workers and Park City residents and visitors—real growth concerns are beginning to manifest in household earnings and markets. Average U.S. households are increasingly deploying income, once used for discretionary purposes, into essentials to make ends meet.
- While FY22 was a banner year for sales tax revenue, it is essential to note that our budget process is built with economic ebbs and flows in mind. Park City's budget practices strive to maintain expenditure control in strong economic years to avoid significant service and personnel cuts during economic challenges.
- Overall, Park City is firmly positioned to continue post-pandemic financial stabilization, relatively under-leveraged, and capable of considering new capital projects and initiatives.

Funding

While the economic picture is somewhat uncertain next year, the City can fund major

projects and initiatives through various means even if sales tax revenues are flat. By repurposing leftover capital project budgets and tapping healthy reserves, the City can fund or partially fund several major projects or initiatives. In addition, there are several new funding sources that Council may want to consider in anticipation of the FY24 budget:

1. **Flexible Funding:** The City accrues sales taxes that, over time, were not fully utilized. The sales taxes can be redeployed strategically to pay for prioritized projects.
2. **Defund or Defer Capital Projects:** Some legacy projects may happen sometime in the future; however, a new capital budget prioritization may result in postponing or defunding projects to reflect changing priorities and scheduling.
3. **General Obligation Debt:** Property tax increase targeted toward specific projects. Requires voter approval in a general election. We have a successful history of deploying this strategy on significant community issues, particularly recreation and open space.
4. **Property Tax Increase:** Property tax increase for general-purpose operations or capital. Park City has not used this tool. We believe this is due to the strength of the tourism economy and strong property tax growth due to new growth and development.
5. **Revenue Debt:** Issue bonds paid back through ongoing revenue. Historically, we used sales taxes to secure bonds but can source other areas, such as water revenue. Also, the City's sales tax debt capacity is strong. Even today, after interest rate hikes and based upon a 20-year maturity, the City can still conservatively bond upwards of $60M. We can also evaluate our conservative bonding policy. which is far more restrictive than required by Utah Law and neighboring cities/towns.
6. **Grants/Other Government Agencies:** There are many grant opportunities for local governments from other government agencies. However, to fund large capital projects, the City has successfully secured grants for transportation projects. The City has a handful of current transportation capital projects set for partial grant funding. We plan to continue our aggressive use of grants.
7. **Economic Development Tools:** Numerous economic development tools are underutilized by Park City when compared to neighboring cities and towns. Community Reinvestment Agencies (CRA) and Public Improvement Districts (PID) are among some of the most common. Both tools leverage new property tax revenue generated from new development for capital investment in those areas or outside the project area. More aggressive use of this tool is recommended to help derive additional community benefit.
8. **Public-private Partnerships (P3s):** Public-private partnerships involve collaboration between a government agency and a private-sector company to finance, build, and operate projects. These partnerships work well when private-sector incentives combine with public-sector goals, and the private sector incurs much of the financial risk. Given the rise in construction and labor costs, we may need to increase our use of this tool.

Questions for Discussion

1. Is Council comfortable with the Budget Timeline as presented?
2. Are there any topics that Council wants to add for discussion leading into the budget adoption?

3. Any questions or concerns on the economic outlook?

Exhibits

A - Monthly Budget Report

City Council
Staff Communications Report

Subject: October Budget Monitoring
Author: Budget Department
Department: Budget, Debt, and Grants
Date: December 08, 2022

October State Compliance Monthly Budget Reporting

The attachments to this report show monthly revenue and expenditure reports detailed by fund and major object type. Overall, year-to-date (YTD) revenue is tracking very closely to FY22, and YTD expenses are outpacing FY22 primarily due to the timing of capital projects.

Notable Observations:

Revenues

- Due to timing, property taxes are not reflected in this report. The majority of property tax revenue is recognized in January and February
- First Quarter Building/Planning/Engineering (BPE) fees continue to track above FY22 due to a higher volume of permits issued, and permits issued for a large development with two multi-use residential buildings
- A decrease in Federal revenue in Transportation due to the timing of when grants are received. The Transportation team expects Federal revenue to surpass FY22 by year-end, mainly due to a major bus procurement
- Bond Proceeds revenue depends on bonding timing and booking of accounting entries. The significant variance in Water reflects this timing and may continue to show as a variance until closer to the end of the fiscal year

Expenditures

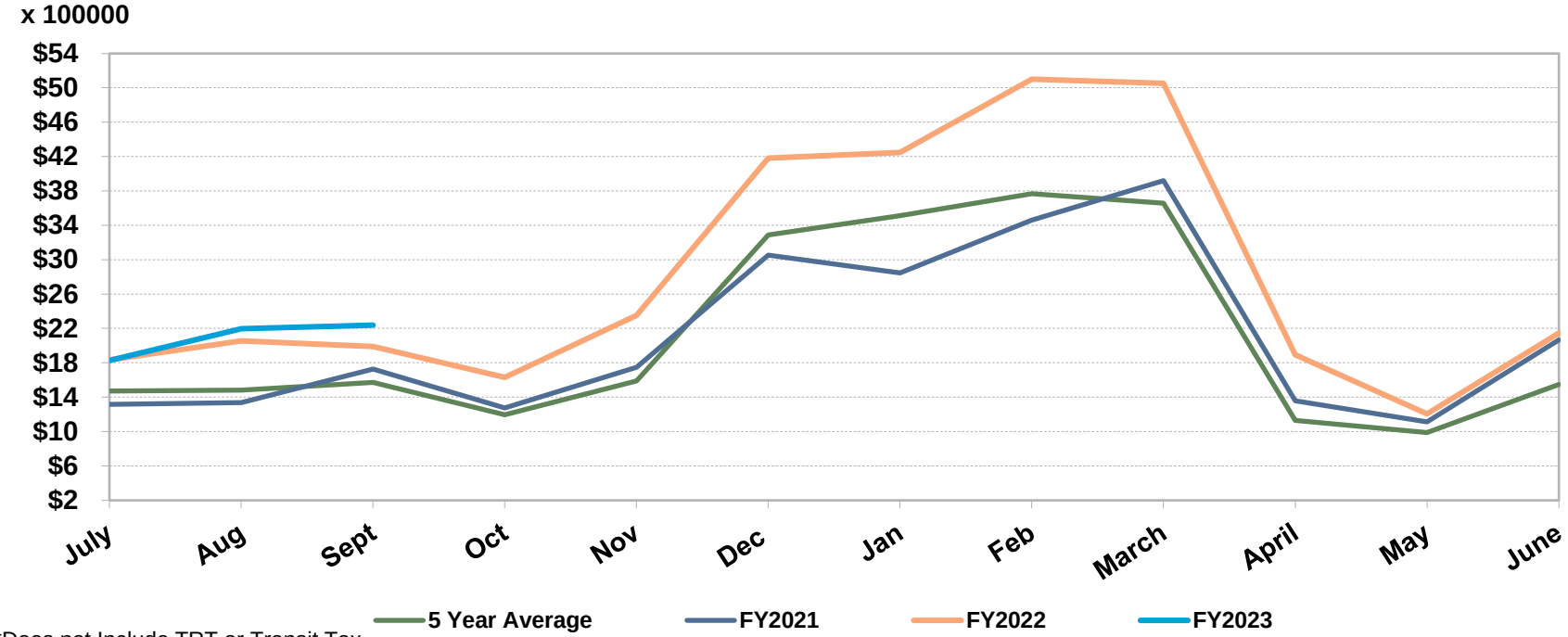
- Personnel continues to track above FY22 levels due to filling long-term vacancies and implementing the FY23 pay plan. However, we are tracking at or under the estimated budget in most funds
- Variances in Capital expenditures in the Water, Transportation, and Capital Improvement Funds due to project timelines, invoicing, and completion dates

September Sales Tax Update

PARK CITY 1884

Citywide

Sales Tax Revenues through September



*Does not Include TRT or Transit Tax

- Sales Taxes excluding TRT and Transit Sales Tax +12.4% vs. September FY22
- Transit Sales Tax +26.2% vs. September FY22
- TRT +1.4% vs. September FY22

Source: Park City Municipal Corporation. As of November 2022. Note: Transit Sales Taxes exclude sales tax revenues received from Summit County.

General Fund

Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - Monthly					
Month	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Original Budget	FY23 Actual
July	$890,546	$767,523	$1,047,907	$1,074,186	$1,046,685
August	$839,320	$777,490	$1,171,593	$979,767	$1,252,313
September	$912,173	$991,597	$1,132,767	$802,432	$1,274,432
October	$715,887	$735,086	$934,102	$997,539	
November	$820,365	$995,487	$1,328,051	$1,104,877	
December	$1,877,541	$1,709,314	$2,326,666	$2,123,076	
January	$2,167,578	$1,587,251	$2,346,656	$2,476,324	
February	$1,936,051	$1,915,684	$2,798,863	$2,303,499	
March	$1,318,256	$2,175,133	$2,790,344	$2,004,792	
April	$374,250	$792,166	$1,086,870	$859,084	
May	$439,622	$742,106	$708,047	$734,302	
June	$603,136	$1,186,465	$1,228,941	$973,664	
Total	**$12,894,725**	**$14,375,301**	**$18,900,806**	**$16,433,542**	

Source: Park City Municipal Corporation. As of November 2022.

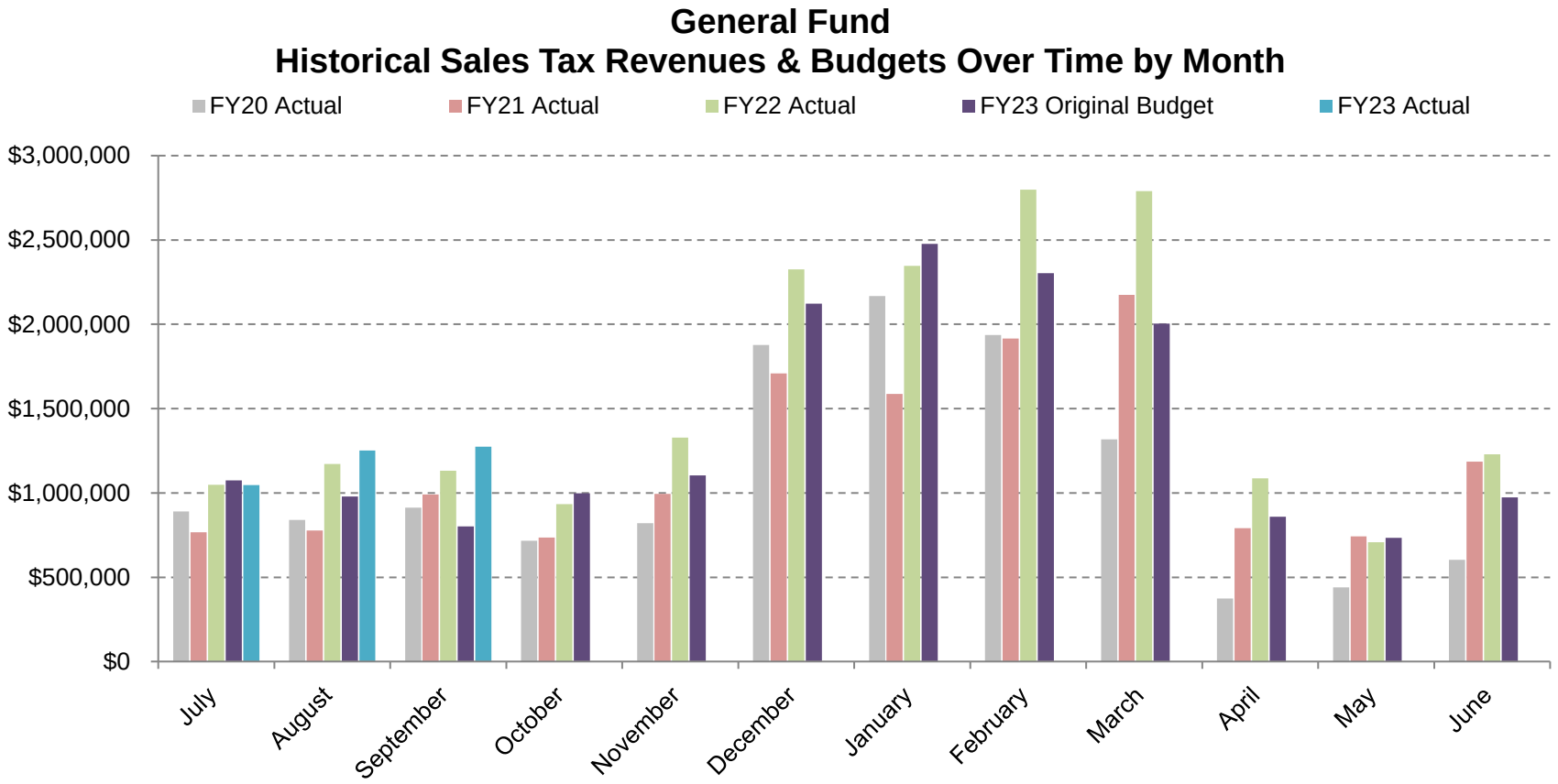
Sales Tax Summary – General Fund

General Fund - Sales Tax Summary - $ Change					
Month	**FY21 Actual vs. FY20 Actual**	**FY22 Actual vs. FY20 Actual**	**FY23 Actual vs. FY21 Actual**	**FY23 Actual vs. FY22 Actual**	**FY23 Actual vs. FY23 Budget**
July	($123,023)	$157,361	$279,162	($1,222)	($27,501)
August	($61,829)	$394,102	$474,822	$80,720	$272,545
September	$79,424	$141,170	$282,835	$141,665	$472,000
October	$19,198	$199,016			
November	$175,122	$332,565			
December	($168,227)	$617,352			
January	($580,327)	$759,405			
February	($20,367)	$883,179			
March	$856,876	$615,211			
April	$417,916	$294,704			
May	$302,484	($34,059)			
June	$583,329	$42,476			
Total	**$1,480,576**	**$4,402,482**	**$1,036,819**	**$221,163**	**$717,044**

General Fund - Sales Tax Summary - % Change					
Month	**FY21 Actual vs. FY20 Actual**	**FY22 Actual vs. FY20 Actual**	**FY23 Actual vs. FY21 Actual**	**FY23 Actual vs. FY22 Actual**	**FY23 Actual vs. FY23 Budget**
July	-14%	37%	36%	0%	-3%
August	-7%	51%	61%	7%	28%
September	9%	14%	29%	13%	59%
October	3%	27%			
November	21%	33%			
December	-9%	36%			
January	-27%	48%			
February	-1%	46%			
March	65%	28%			
April	112%	37%			
May	69%	-5%			
June	97%	4%			
Total	**11%**	**31%**			

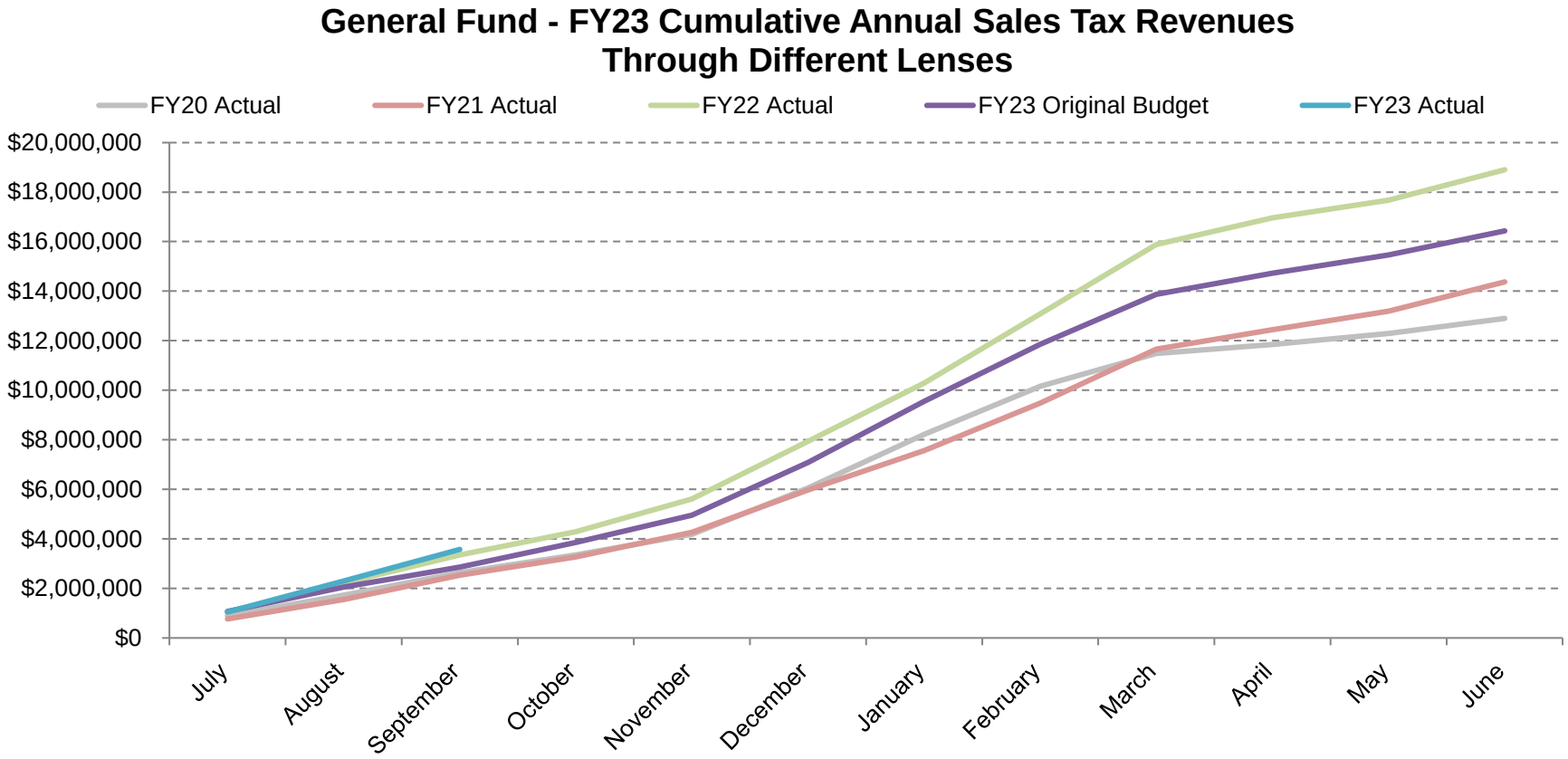
Source: Park City Municipal Corporation. As of November 2022.

Sales Tax Summary – General Fund



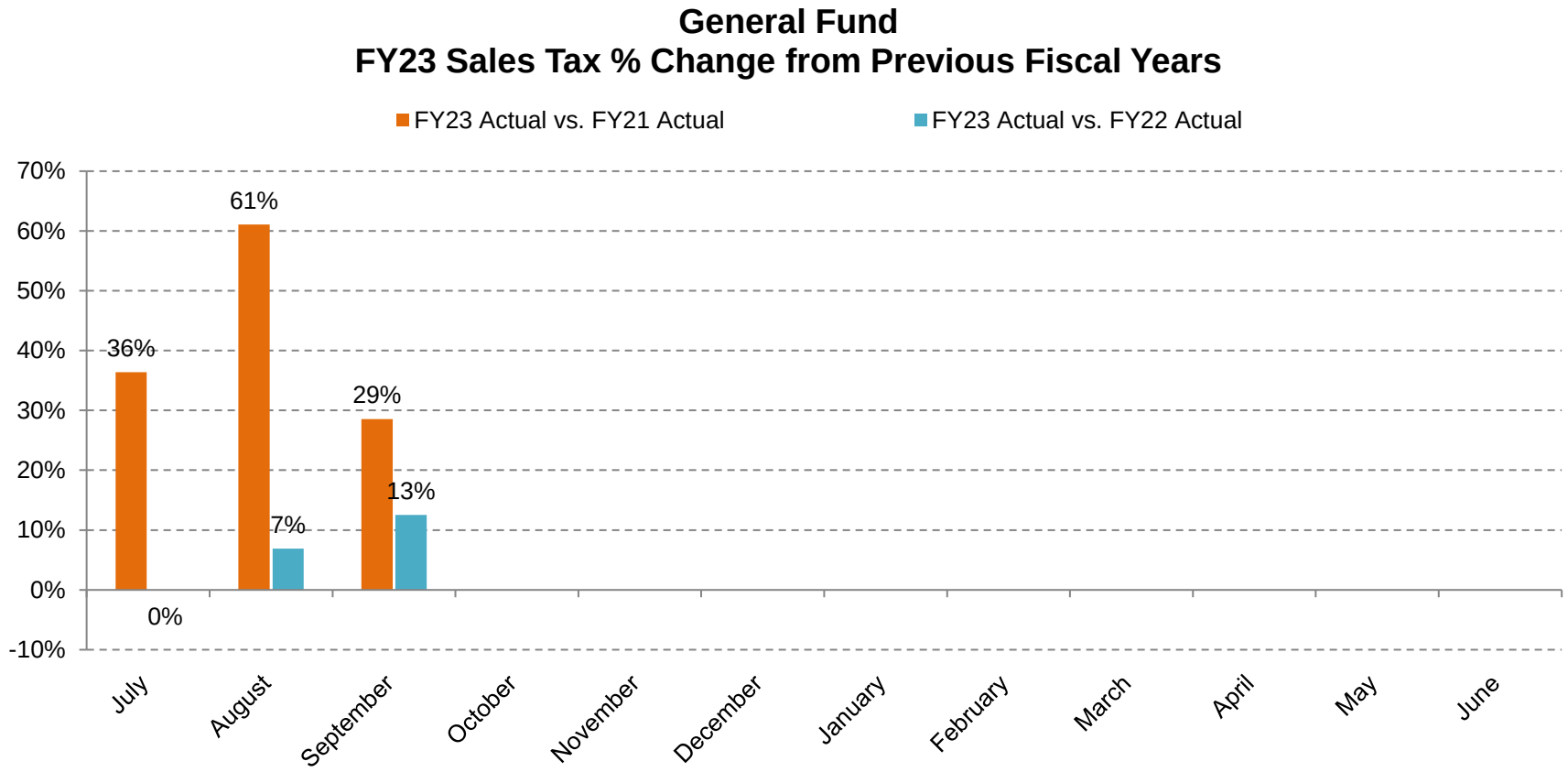
Source: Park City Municipal Corporation. As of November 2022.

Sales Tax Summary – General Fund



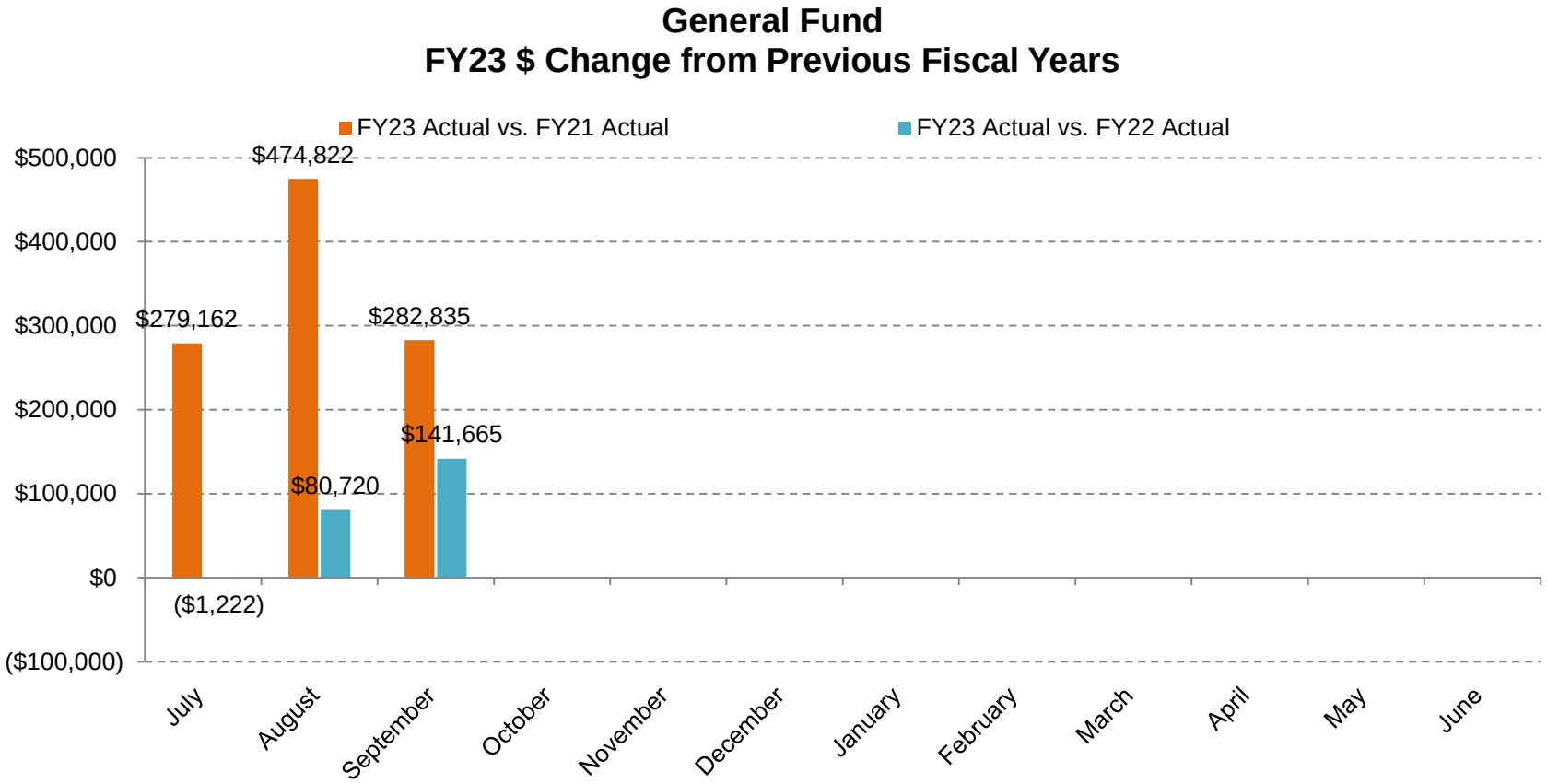
Source: Park City Municipal Corporation. As of November 2022.

Sales Tax Summary – General Fund



Source: Park City Municipal Corporation. As of November 2022.

Sales Tax Summary – General Fund



Source: Park City Municipal Corporation. As of November 2022.

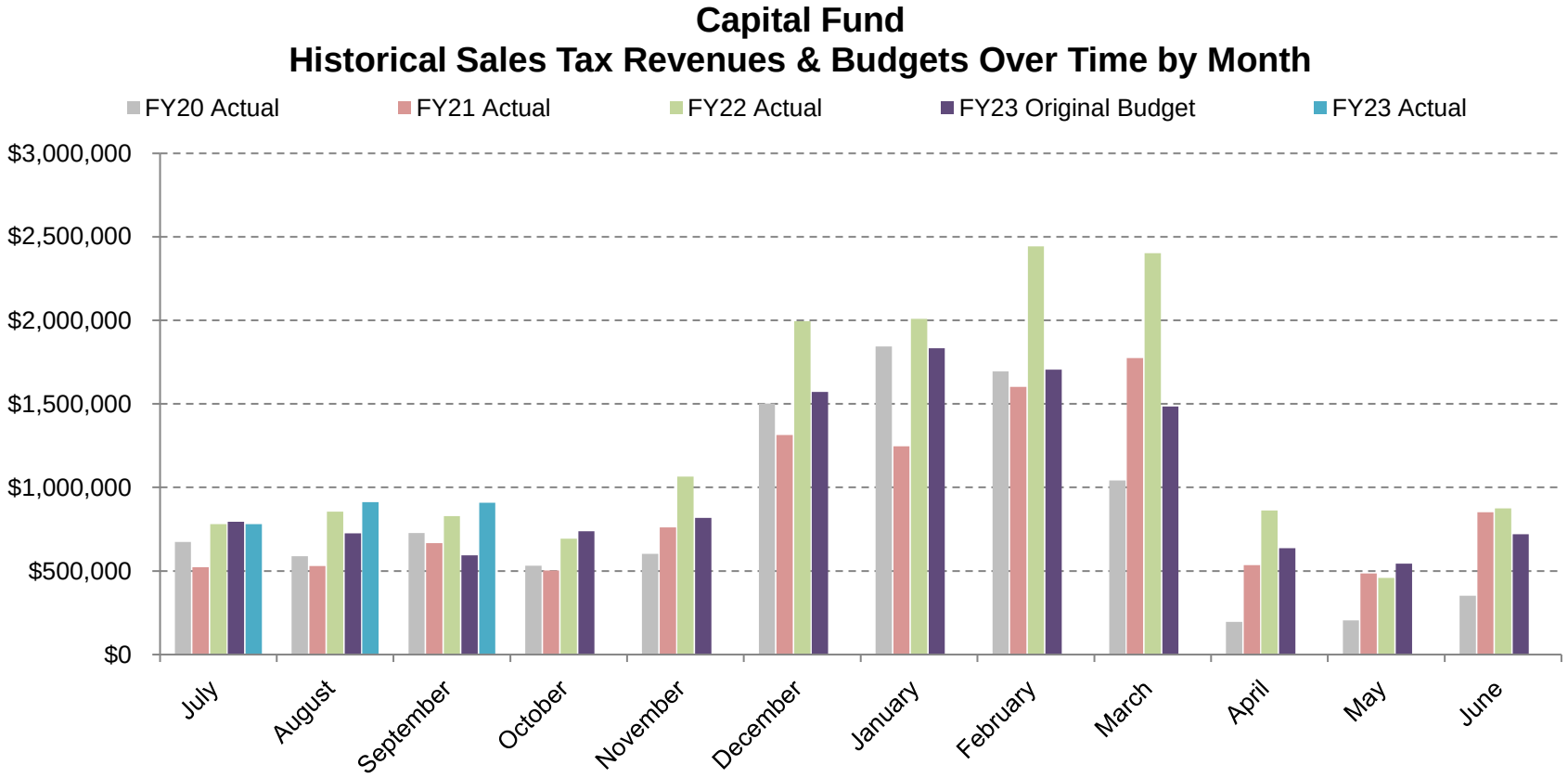
Capital Fund

Sales Tax Summary – Capital Fund

Capital Fund - Sales Tax Summary - Monthly					
Month	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Original Budget	FY23 Actual
July	$673,802	$522,650	$780,132	$795,020	$780,699
August	$587,509	$529,137	$854,877	$725,140	$912,107
September	$727,801	$666,174	$828,758	$593,892	$908,236
October	$531,195	$502,670	$693,809	$738,293	
November	$601,730	$760,386	$1,064,856	$817,735	
December	$1,502,704	$1,313,631	$1,995,653	$1,571,318	
January	$1,843,593	$1,246,723	$2,008,220	$1,832,762	
February	$1,693,746	$1,601,025	$2,442,328	$1,704,852	
March	$1,041,321	$1,775,065	$2,402,513	$1,483,774	
April	$195,138	$535,486	$861,517	$635,820	
May	$204,162	$485,197	$458,703	$543,467	
June	$352,198	$852,122	$874,417	$720,622	
Total	**$9,954,898**	**$10,790,265**	**$15,265,782**	**$12,162,696**	

Source: Park City Municipal Corporation. As of November 2022.

Sales Tax Summary – Capital Fund



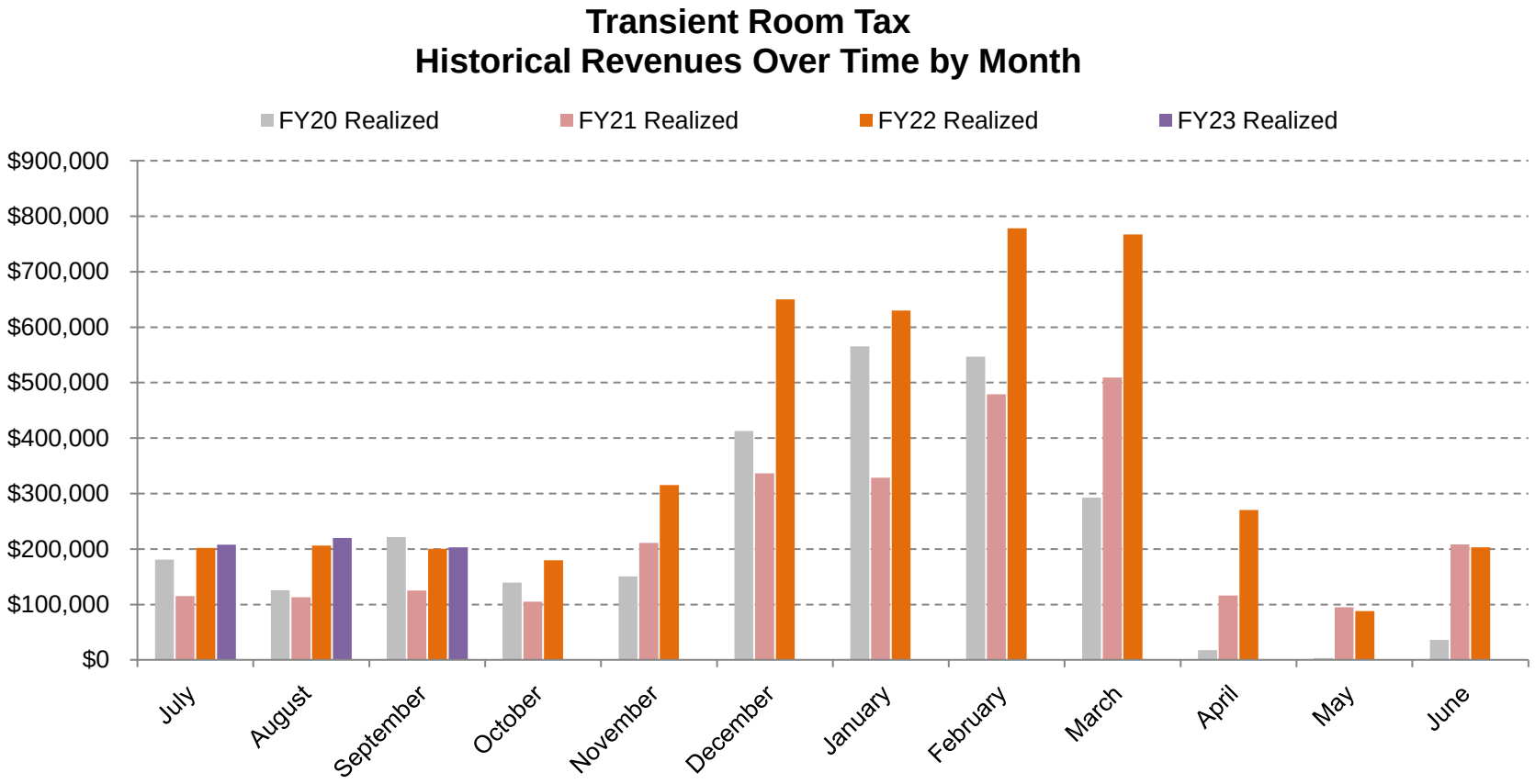
Source: Park City Municipal Corporation. As of November 2022.

Sales Tax Summary – Transient Room Tax

Transient Room Tax						
Monthly	FY20 Realized	FY21 Realized	FY22 Realized	FY23 Realized	FY23 vs. FY22, $ Variance	FY23 vs. FY22, % Variance
July	$180,669	$114,918	$201,780	$207,936	$6,156	3%
August	$125,677	$112,872	$206,192	$219,874	$13,681	7%
September	$221,639	$125,348	$200,321	$203,178	$2,857	1%
October	$139,424	$104,921	$179,897			
November	$150,563	$210,795	$315,172			
December	$412,832	$336,374	$650,240			
January	$565,442	$328,467	$630,062			
February	$546,738	$479,315	$778,153			
March	$292,669	$509,063	$767,199			
April	$17,479	$116,391	$270,230			
May	$3,114	$94,854	$87,896			
June	$36,423	$208,432	$203,021			
Total	**$2,692,669**	**$2,741,751**	**$4,490,163**			

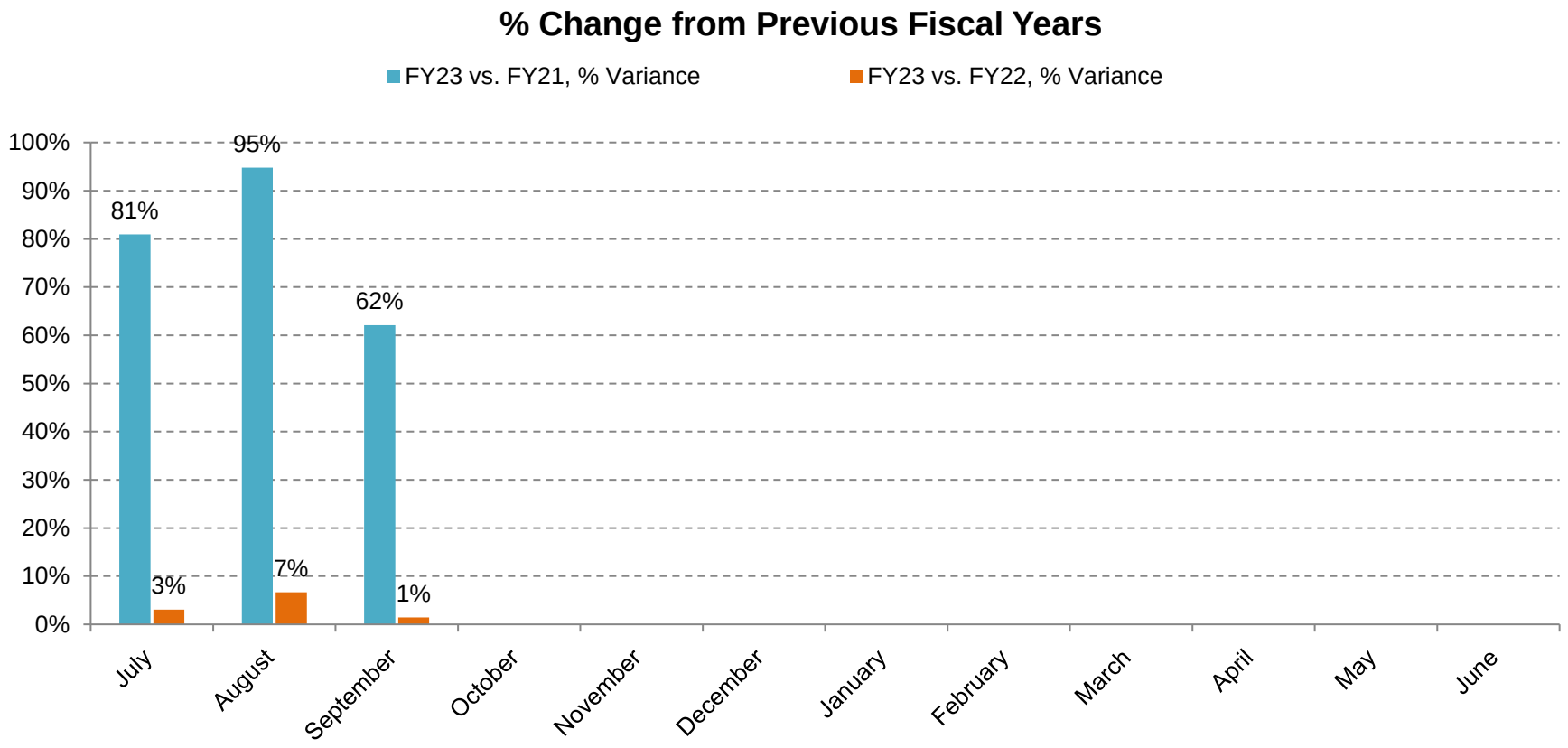
Source: Park City Municipal Corporation. As of November 2022.

Sales Tax Summary – Transient Room Tax



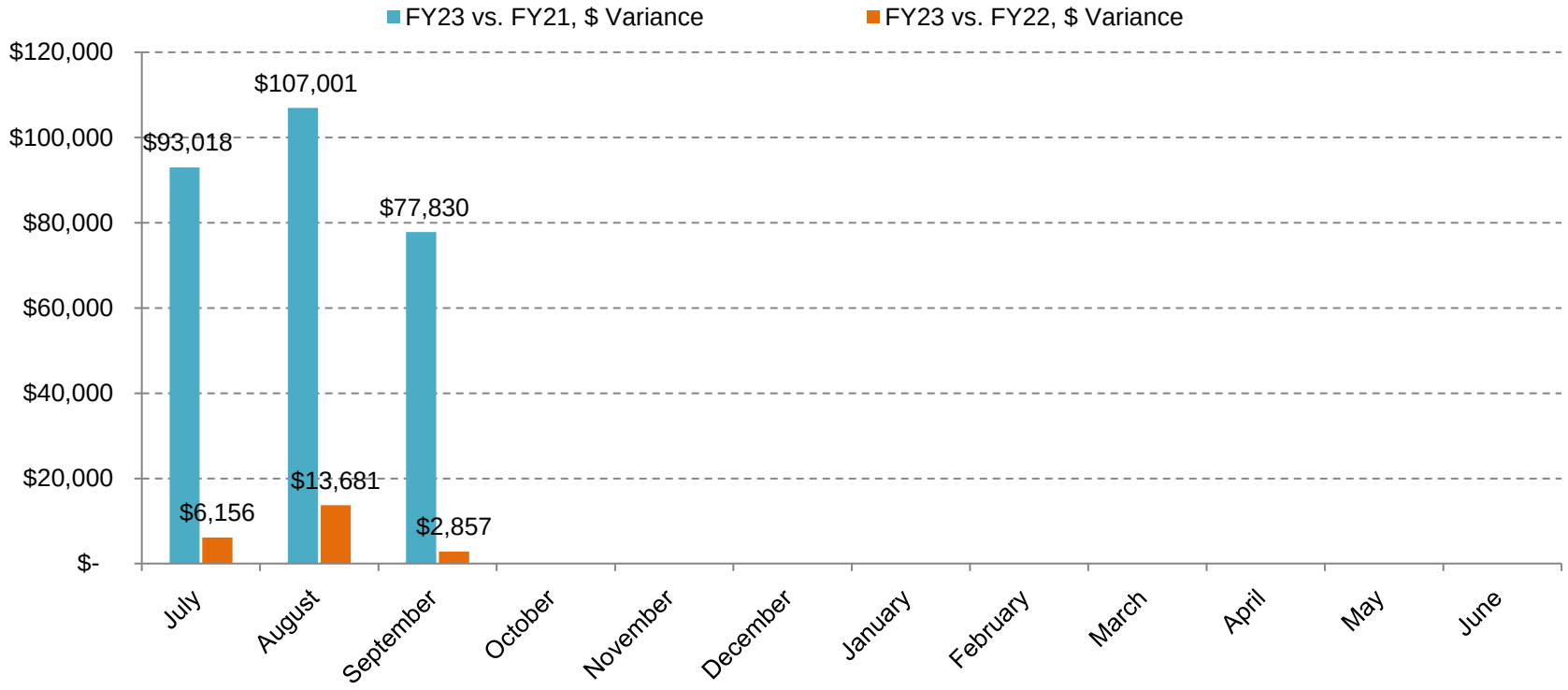
Source: Park City Municipal Corporation. As of November 2022.

Sales Tax Summary – Transient Room Tax



Source: Park City Municipal Corporation. As of November 2022.

Sales Tax Summary – Transient Room Tax



Source: Park City Municipal Corporation. As of November 2022.

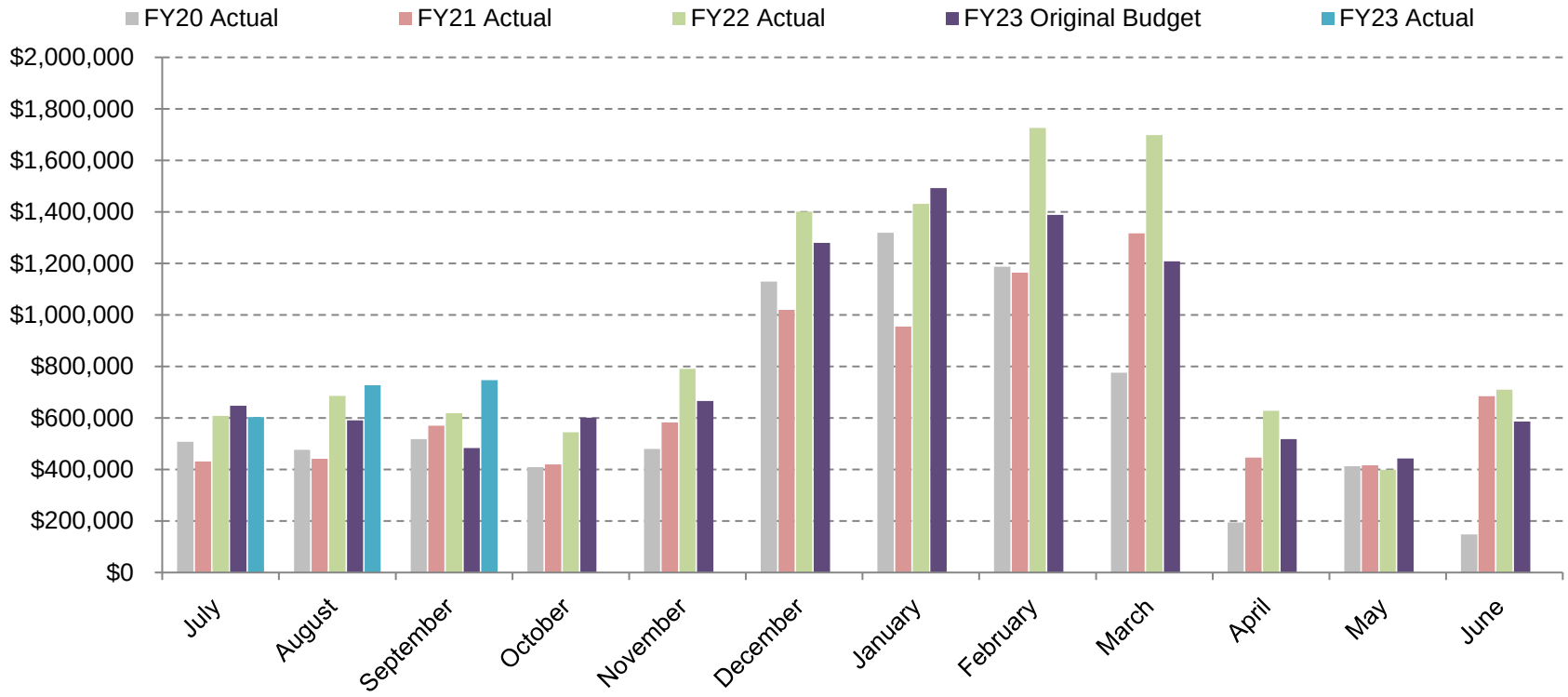
Transportation Fund

Sales Tax Summary – Transportation Fund

Transportation Fund - Sales Tax Summary - Monthly					
Month	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Original Budget	FY23 Actual
July	$507,735	$431,048	$608,068	$647,455	$603,893
August	$476,867	$441,580	$686,058	$590,545	$727,289
September	$517,995	$570,321	$618,912	$483,658	$746,659
October	$409,895	$419,670	$544,337	$601,257	
November	$480,163	$583,067	$790,856	$665,954	
December	$1,129,662	$1,019,746	$1,401,122	$1,279,662	
January	$1,319,546	$955,215	$1,431,732	$1,492,579	
February	$1,187,380	$1,164,026	$1,726,996	$1,388,410	
March	$775,863	$1,316,569	$1,698,476	$1,208,368	
April	$194,288	$446,180	$627,698	$517,804	
May	$412,635	$416,661	$398,841	$442,593	
June	$148,275	$684,361	$710,502	$586,866	
Total	**$7,560,305**	**$8,448,444**	**$11,243,598**	**$9,905,150**	

Source: Park City Municipal Corporation. As of November 2022. Note: Transit Sales Taxes exclude sales tax revenues received from Summit County.

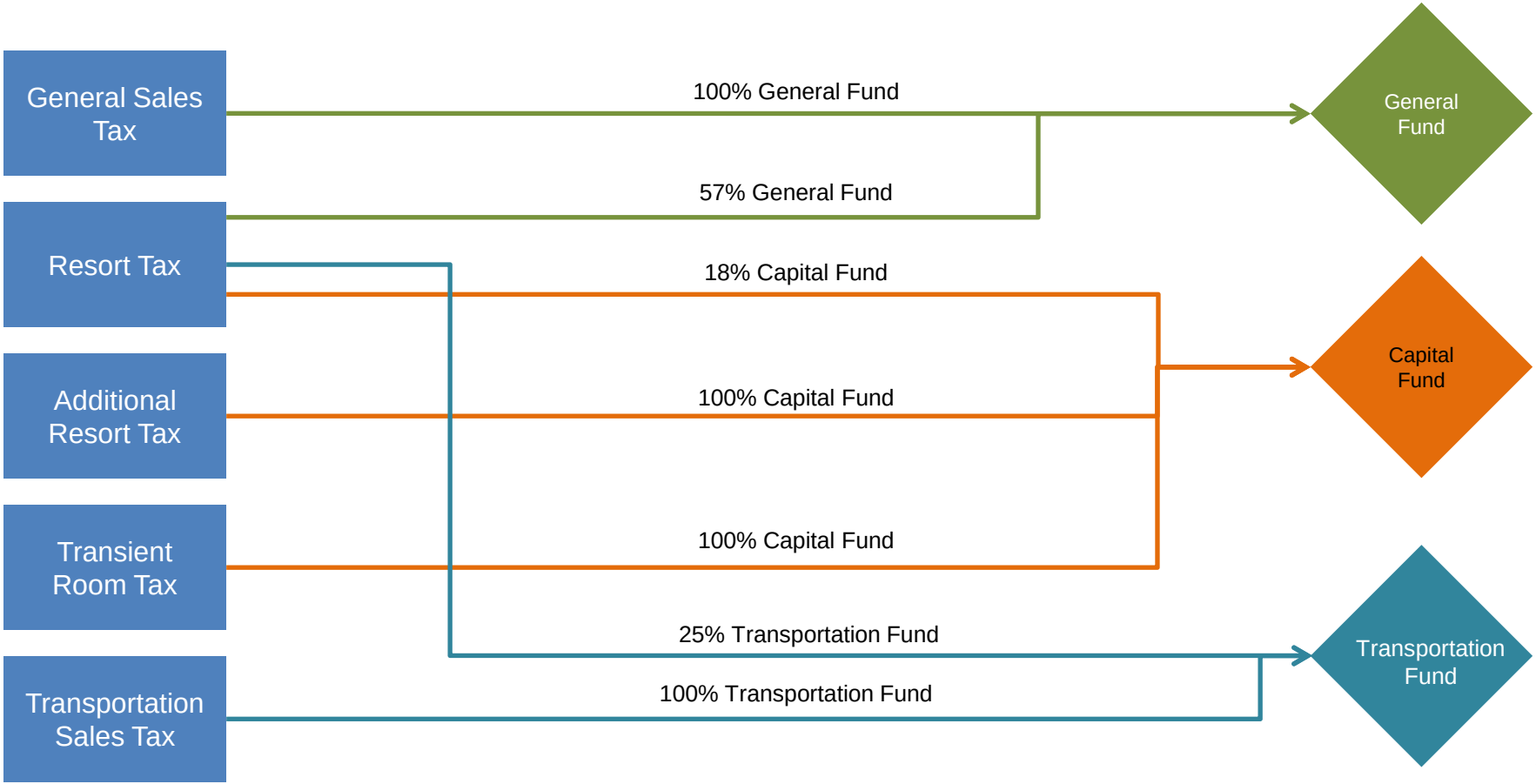
Sales Tax Summary – Transportation Fund



Source: Park City Municipal Corporation. As of November 2022. Note: Transit Sales Taxes exclude sales tax revenues received from Summit County.

Appendix

Where Do Our Sales Taxes Go?



Revenue October 2022	FY21	FY22	YTD Actuals	Monthly Phased Budget	Variance YTD Actual vs YTD Monthly Estimate	Original Budget FY23
- 011 GENERAL FUND						
Property Taxes	678,228	553,480	73,484	614,510	-541,026	12,938,775
Sales Tax	1,779,671	2,568,489	2,658,479	2,689,388	-30,909	16,433,542
Franchise Tax	522,991	466,594	357,737	522,771	-165,034	3,297,706
Licenses	215,253	230,437	241,209	319,010	-77,801	500,088
Planning Building & Engineering Fees	1,268,809	1,725,338	2,604,133	1,701,998	902,135	3,914,520
Special Event Fees	8,081	8,000	30,128	9,233	20,896	101,319
Federal Revenue			11,750	953	10,797	48,362
State Revenue	-1,205	4,500		2,394	-2,394	68,086
County/SP District Revenue			15,000	11,433	3,567	21,827
Cemetery Charges for Services	6,779	8,765	9,134	34,608	-25,474	70,098
Recreation	702,446	835,822	823,842	762,505	61,337	2,359,858
Other Service Revenue	11,727	13,354	17,321	14,140	3,180	56,768
Library Fees	6,363	6,759	5,106	6,073	-967	13,691
Misc. Revenues	132,057	110,878	149,684	41,218	108,466	205,733
Interfund Transactions (Admin)	669,948	745,100	886,668	886,668	-0	3,375,002
Special Revenues & Resources	3,183,055	516,283	505,529	602,728	-97,199	790,529
Total 011 GENERAL FUND	9,184,203	7,793,464	8,389,204	8,219,629	169,575	44,195,904
- 012 QUINNS RECREATION COMPLEX						
County/SP District Revenue	10,300				0	
Recreation	285	615	6,049	2,144	3,905	5,218
Ice	196,799	155,296	244,451	307,821	-63,370	955,233
Misc. Revenues	-47	379	31		31	1,316
Total 012 QUINNS RECREATION COMPLEX	207,338	156,290	250,531	309,965	-59,434	961,767
- 022 DRUG CONFISCATIONS						
State Revenue		2,356			0	
Total 022 DRUG CONFISCATIONS		2,356			0	
- 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
Property Taxes	7,752	873	1,995	21,139	-19,144	4,252,000
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FU	7,752	873	1,995	21,139	-19,144	4,252,000
- 024 MAIN STREET RDA SPECIAL REVENUE FUND						
Property Taxes	5,082	5,729	341	21,698	-21,357	1,276,319
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	5,082	5,729	341	21,698	-21,357	1,276,319
- 031 CAPITAL IMPROVEMENT FUND						
Sales Tax	817,129	1,286,142	1,333,635	974,005	359,630	12,812,034

Revenue October 2022	FY21	FY22	YTD Actuals	Monthly Phased Budget	Variance YTD Actual vs YTD Monthly Estimate	Original Budget FY23
Planning Building & Engineering Fees	126,246	165,601	413,670	185,740	227,930	419,695
Federal Revenue				29,478	-29,478	29,478
State Revenue	73,067	173,537	60,520	81,020	-20,500	375,029
County/SP District Revenue	380,713	202,388	35,000	7,977	27,023	463,116
Misc. Revenues	1,147,165	16,502	48,428	46,116	2,312	893,355
Special Revenues & Resources	2,465	3,100	77,079	9,403	67,676	396,901
Bond Proceeds				1,000,000	-1,000,000	3,000,000
Total 031 CAPITAL IMPROVEMENT FUND	2,546,787	1,847,270	1,968,331	2,333,740	-365,408	18,389,608
- 033 REDEVELOPMENT AGENCY-LOWER PRK						
Interfund Transactions (CIP/Debt)	1,030,844	1,030,844	1,030,844	919,063	111,781	3,092,532
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	1,030,844	1,030,844	1,030,844	919,063	111,781	3,092,532
- 034 REDEVELOPMENT AGENCY-MAIN ST						
Interfund Transactions (CIP/Debt)	233,332	233,332	233,332	204,837	28,495	700,000
Total 034 REDEVELOPMENT AGENCY-MAIN ST	233,332	233,332	233,332	204,837	28,495	700,000
- 038 EQUIPMENT REPLACEMENT CIP						
Misc. Revenues	10,165		8,360		8,360	
Interfund Transactions (CIP/Debt)	438,532	528,532	528,532	516,741	11,791	1,585,600
Total 038 EQUIPMENT REPLACEMENT CIP	448,697	528,532	536,892	516,741	20,151	1,585,600
- 051 WATER FUND						
Planning Building & Engineering Fees	460,385	574,602	507,485	527,382	-19,897	1,219,456
Federal Revenue				156,654	-156,654	469,962
Water Charges for Services	8,186,298	7,425,874	7,378,567	8,134,795	-756,228	20,392,268
Misc. Revenues	106,632	11,569	231,135	30,723	200,412	209,092
Bond Proceeds				12,529,832	-12,529,832	37,589,496
Total 051 WATER FUND	8,753,314	8,012,045	8,117,188	21,379,385	-13,262,198	59,880,274
- 052 STORM WATER FUND						
Water Charges for Services	210,721	437,121	437,674	467,964	-30,290	2,000,000
Total 052 STORM WATER FUND	210,721	437,121	437,674	467,964	-30,290	2,000,000
- 055 GOLF COURSE FUND						
Recreation	1,269,081	1,266,676	1,358,813	937,902	420,911	1,365,189
Misc. Revenues	344	5,013	5,019	26,874	-21,855	38,959
Interfund Transactions (CIP/Debt)	8,332	8,332	8,332	8,332	0	25,000
Total 055 GOLF COURSE FUND	1,277,758	1,280,021	1,372,164	973,108	399,056	1,429,148
- 057 TRANSPORTATION & PARKING FUND						
Sales Tax	872,628	1,293,041	1,586,249	1,070,065	516,184	12,096,227

Revenue October 2022	FY21	FY22	YTD Actuals	Monthly Phased Budget	Variance YTD Actual vs YTD Monthly Estimate	Original Budget FY23
Licenses	818,567	814,342	854,181	844,549	9,632	981,896
Federal Revenue	70,739	5,597,112	3,396,636	4,284,354	-887,718	21,713,819
County/SP District Revenue			31,920		31,920	
Transit Charges for Services	1,387,635	1,100		25,093	-25,093	83,243
Misc. Revenues	59,289	25,100	997	27,192	-26,195	287,265
Special Revenues & Resources	76,374			9,638	-9,638	289,087
Total 057 TRANSPORTATION & PARKING FUND	3,285,232	7,730,696	5,869,983	6,260,891	-390,908	35,451,537
- 058 PARKING FUND						
Special Event Fees			4,212		4,212	
Fines & Forfeitures	20,833	917,429	1,011,239	469,154	542,085	2,603,364
Total 058 PARKING FUND	20,833	917,429	1,015,451	469,154	546,297	2,603,364
- 062 FLEET SERVICES FUND						
Interfund Transactions (Admin)	908,332	788,250	915,140	903,824	11,316	2,745,400
Total 062 FLEET SERVICES FUND	908,332	788,250	915,140	903,824	11,316	2,745,400
- 064 SELF INSURANCE FUND						
Misc. Revenues	91,668	91,668	116,668	110,634	6,034	350,000
Interfund Transactions (Admin)	466,348	527,820	564,660	564,527	133	1,693,993
Total 064 SELF INSURANCE FUND	558,016	619,488	681,328	675,160	6,168	2,043,993
- 070 SALES TAX REV BOND - DEBT SVS FUND						
Misc. Revenues	61,699	30,820	168,371		168,371	
Interfund Transactions (Admin)	7,500				0	
Interfund Transactions (CIP/Debt)	2,469,976	2,320,740	2,322,932	2,033,802	289,130	6,968,791
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,539,175	2,351,560	2,491,303	2,033,802	457,501	6,968,791
- 071 DEBT SERVICE FUND						
Property Taxes					0	9,509,688
Misc. Revenues	189	78	975	19,648	-18,673	39,366
Total 071 DEBT SERVICE FUND	189	78	975	19,648	-18,673	9,549,054
- Grand Total						
TOTAL	31,217,605	33,735,377	33,312,676	45,729,749	-12,417,073	197,125,291

Expenses October 2022	FY21	FY22	YTD Actuals	YTD Monthly Estimated Budget	Variance YTD Actual vs YTD Monthly Estimate	Original Budget FY23
- 011 GENERAL FUND						
PERSONNEL SERVICES	7,191,238	7,941,285	9,324,923	10,374,035	-1,049,112	31,142,035
MATERIALS, SUPPLIES AND SERVICES	243,344	345,676	415,984	356,292	59,692	1,377,041
UTILITIES	168,550	143,769	191,412	171,080	20,332	1,621,854
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,211,722	1,336,859	1,162,456	1,328,323	-165,867	5,456,600
PARTS/MAINTENANCE SUPPLIES	190,593	348,402	381,452	408,276	-26,824	1,628,953
SPECIAL SERV CONTRACT/MISC CHARGES	290,726	263,327	414,566	505,612	-91,046	1,586,629
CAPITAL OUTLAY	42,609	54,491	131,531	110,357	21,174	726,689
INTERFUND TRANSFER	944,684	1,028,260	1,146,596	1,114,629	31,967	3,439,780
Total 011 GENERAL FUND	10,283,466	11,462,070	13,168,921	14,368,604	-1,199,684	46,979,582
- 012 QUINNS RECREATION COMPLEX						
PERSONNEL SERVICES	263,257	300,489	326,781	380,684	-53,903	1,142,784
MATERIALS, SUPPLIES AND SERVICES	13,411	12,106	25,902	21,702	4,199	71,420
UTILITIES	30,341	28,324	42,854	29,990	12,865	157,179
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	15,500	22,325	29,630	30,534	-904	104,410
PARTS/MAINTENANCE SUPPLIES	14,616	14,754	15,308	18,006	-2,698	52,020
SPECIAL SERV CONTRACT/MISC CHARGES	7,418	5,579	7,310	6,381	930	21,000
CAPITAL OUTLAY					0	1,000
Total 012 QUINNS RECREATION COMPLEX	344,542	383,578	447,785	487,296	-39,511	1,549,813
- 022 DRUG CONFISCATIONS						
CAPITAL OUTLAY		2,356			0	
Total 022 DRUG CONFISCATIONS		2,356			0	
- 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
PERSONNEL SERVICES	4,230				0	
MATERIALS, SUPPLIES AND SERVICES	6,186	4,924			0	10,000
UTILITIES	1,059	514	308	4,875	-4,567	34,623
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	-2,005	180	11,400	-1,935	13,335	70,000
SPECIAL SERV CONTRACT/MISC CHARGES					0	568,000
INTERFUND TRANSFER	1,030,844	1,030,844	1,030,844	919,063	111,781	3,092,532
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FU	1,040,314	1,036,463	1,042,552	922,004	120,548	3,775,155
- 024 MAIN STREET RDA SPECIAL REVENUE FUND						
CONTRACT SVCS/CONSULTING/SOFTWARE LIC			6,830		6,830	50,000
SPECIAL SERV CONTRACT/MISC CHARGES					0	405,000
INTERFUND TRANSFER	233,332	233,332	233,332	204,837	28,495	700,000
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	233,332	233,332	240,162	204,837	35,325	1,155,000

Expenses October 2022	FY21	FY22	YTD Actuals	YTD Monthly Estimated Budget	Variance YTD Actual vs YTD Monthly Estimate	Original Budget FY23
- 031 CAPITAL IMPROVEMENT FUND						
PERSONNEL SERVICES	16,292	7,561	7,010		7,010	
CAPITAL OUTLAY	2,118,862	1,935,585	3,180,001	6,873,046	-3,693,045	20,500,712
INTERFUND TRANSFER	1,193,440	1,391,544	1,392,360	1,414,852	-22,492	4,177,076
Total 031 CAPITAL IMPROVEMENT FUND	3,328,593	3,334,691	4,579,371	8,287,898	-3,708,527	24,677,788
- 033 REDEVELOPMENT AGENCY-LOWER PRK						
PERSONNEL SERVICES	187				0	
CAPITAL OUTLAY	196,579	18,000	6,824	46,699	-39,875	295,000
INTERFUND TRANSFER	927,612	929,196	930,572	653,164	277,408	2,791,715
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	1,124,378	947,196	937,396	699,863	237,533	3,086,715
- 034 REDEVELOPMENT AGENCY-MAIN ST						
INTERFUND TRANSFER	348,924				0	
Total 034 REDEVELOPMENT AGENCY-MAIN ST	348,924				0	
- 038 EQUIPMENT REPLACEMENT CIP						
CAPITAL OUTLAY	122,314	121,782	972,250	403,374	568,876	1,851,062
Total 038 EQUIPMENT REPLACEMENT CIP	122,314	121,782	972,250	403,374	568,876	1,851,062
- 051 WATER FUND						
PERSONNEL SERVICES	999,323	1,151,185	1,336,304	1,494,723	-158,419	4,487,041
MATERIALS, SUPPLIES AND SERVICES	117,980	105,911	226,948	111,044	115,903	489,011
UTILITIES	260,468	141,836	167,935	300,500	-132,565	1,377,686
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	474,210	890,043	533,050	500,824	32,227	1,842,140
PARTS/MAINTENANCE SUPPLIES	221,199	271,327	383,370	294,076	89,293	1,401,050
SPECIAL SERV CONTRACT/MISC CHARGES	39,073	54,683	71,915	37,237	34,679	122,000
CAPITAL OUTLAY	7,953,982	7,874,651	7,118,765	2,287,959	4,830,806	32,185,962
DEBT SERVICE	-23,643	2,897	103,787	1,192,810	-1,089,024	5,577,420
INTERFUND TRANSFER	352,692	364,144	447,416	448,113	-697	2,057,241
Total 051 WATER FUND	10,395,285	10,856,677	10,389,490	6,667,286	3,722,204	49,539,551
- 052 STORM WATER FUND						
PERSONNEL SERVICES	214,571	238,225	309,576	237,862	71,714	714,043
MATERIALS, SUPPLIES AND SERVICES	6,132	4,487	4,105	20,139	-16,033	63,000
UTILITIES	11,463	7,296	3,734	10,936	-7,202	56,345
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	15,625	13,119	14,556	39,987	-25,431	149,625
PARTS/MAINTENANCE SUPPLIES	1,953	9,912	7,237	14,689	-7,452	41,406
CAPITAL OUTLAY	20,815			36,013	-36,013	371,500
INTERFUND TRANSFER	42,476	45,152	52,460	51,256	1,204	157,377

Expenses October 2022	FY21	FY22	YTD Actuals	YTD Monthly Estimated Budget	Variance YTD Actual vs YTD Monthly Estimate	Original Budget FY23
Total 052 STORM WATER FUND	313,034	318,190	391,667	410,881	-19,214	1,553,296
- 055 GOLF COURSE FUND						
PERSONNEL SERVICES	354,633	364,650	379,770	337,661	42,108	1,013,633
MATERIALS, SUPPLIES AND SERVICES	34,984	24,770	20,874	25,429	-4,555	69,200
UTILITIES	13,697	44,548	32,325	81,897	-49,572	145,834
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	19,636	32,974	35,178	31,724	3,454	94,575
PARTS/MAINTENANCE SUPPLIES	100,621	309,063	145,359	116,914	28,445	299,800
SPECIAL SERV CONTRACT/MISC CHARGES	27,473	30,772	30,711	32,391	-1,680	43,500
CAPITAL OUTLAY	40,016	13,985	3,155	63,935	-60,779	114,565
INTERFUND TRANSFER	44,968	47,460	56,032	56,528	-496	168,102
Total 055 GOLF COURSE FUND	636,028	868,222	703,403	746,479	-43,075	1,949,208
- 057 TRANSPORTATION & PARKING FUND						
PERSONNEL SERVICES	2,307,825	2,157,623	2,636,847	3,149,081	-512,235	9,453,294
MATERIALS, SUPPLIES AND SERVICES	69,306	54,468	47,253	74,650	-27,396	309,922
UTILITIES	83,730	57,356	73,699	80,344	-6,646	429,836
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	190,735	117,123	127,471	171,233	-43,761	1,753,816
PARTS/MAINTENANCE SUPPLIES	11,826	5,201	7,031	7,034	-3	35,000
SPECIAL SERV CONTRACT/MISC CHARGES	11,695	15,629	25,165	9,522	15,643	16,500
CAPITAL OUTLAY	-1,800,377	412,990	139,805	9,366,558	-9,226,753	18,022,449
INTERFUND TRANSFER	1,111,504	1,102,168	1,197,580	1,200,755	-3,175	3,592,743
Total 057 TRANSPORTATION & PARKING FUND	1,986,243	3,922,558	4,254,852	14,059,178	-9,804,326	33,613,561
- 058 PARKING FUND						
PERSONNEL SERVICES	245,117	249,335	328,376	381,118	-52,742	1,144,087
MATERIALS, SUPPLIES AND SERVICES	9,358	46,047	27,224	106,501	-79,277	472,500
UTILITIES	1,653	2,820	2,632	1,098	1,534	10,000
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	-40,000	1,866	13,923	-10,174	24,097	148,000
PARTS/MAINTENANCE SUPPLIES	6,751	1,751	4,468	18,968	-14,499	57,000
SPECIAL SERV CONTRACT/MISC CHARGES	1,154	49,423	32,085	23,183	8,902	65,000
CAPITAL OUTLAY				43,667	-43,667	201,000
INTERFUND TRANSFER	2,668	5,500	3,248	2,934	314	9,750
Total 058 PARKING FUND	226,701	356,741	411,957	567,295	-155,338	2,107,337
- 062 FLEET SERVICES FUND						
PERSONNEL SERVICES	298,721	326,621	365,537	384,644	-19,107	1,154,672
MATERIALS, SUPPLIES AND SERVICES	13,363	14,306	34,558	15,590	18,968	63,950
UTILITIES	98,770	248,947	315,274	244,964	70,310	1,002,900

Expenses October 2022	FY21	FY22	YTD Actuals	YTD Monthly Estimated Budget	Variance YTD Actual vs YTD Monthly Estimate	Original Budget FY23
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	809	1,362	1,129	692	437	8,000
PARTS/MAINTENANCE SUPPLIES	202,816	209,602	182,346	196,450	-14,104	770,200
CAPITAL OUTLAY					0	6,205
Total 062 FLEET SERVICES FUND	614,478	800,838	898,844	842,340	56,504	3,005,927
- 064 SELF INSURANCE FUND						
MATERIALS, SUPPLIES AND SERVICES	16,006	16,975	11,893	25,844	-13,951	50,500
CONTRACT SVCS/CONSULTING/SOFTWARE LIC	134,064	157,066	349,957	90,111	259,846	541,952
SPECIAL SERV CONTRACT/MISC CHARGES	51,581	68,198	71,832	91,737	-19,905	970,000
Total 064 SELF INSURANCE FUND	201,651	242,239	433,682	207,691	225,990	1,562,452
- 070 SALES TAX REV BOND - DEBT SVS FUND						
DEBT SERVICE	2,100	2,100	2,100	4,059	-1,959	6,972,216
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,100	2,100	2,100	4,059	-1,959	6,972,216
- 071 DEBT SERVICE FUND						
DEBT SERVICE	1,463,250	1,358,250	1,249,125	1,264,530	-15,405	9,509,688
Total 071 DEBT SERVICE FUND	1,463,250	1,358,250	1,249,125	1,264,530	-15,405	9,509,688
- Grand Total						
TOTAL	32,664,634	36,247,283	40,123,556	50,143,615	-10,020,059	192,888,351

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Recreation
Item Type: Staff Report
Agenda Section: WORK SESSION

Subject:
4:30 p.m. - Overview of the Interlocal Agreement for Joint Use of Recreation Facilities between Park City Municipal Corporation, Snyderville Basin Special Recreation District, and Park City School District

Suggested Action:

Attachments:
Recreation Facilities Interlocal Agreement Staff Report
Exhibit A: Agreement For Joint Use of Facilities for Recreation
Exhibit B: Third Addendum to Joint Use of Facilities For Recreation

City Council
Staff Report

Subject: Joint Use Agreement for Recreation Facilities
Author: Ken Fisher, Recreation Director
Department: Recreation Department
Date: December 8, 2022
Type of Item: Administrative

Recommendation

Pursuant to City Council direction during the mid-year retreat, the Recreation Department is providing a comprehensive overview of the existing *Interlocal Agreement for Joint Use Agreement for Recreation Facilities*, commonly referred to as the 3-Party Agreement.

Executive Summary

Over time, a concerted effort has been made to make the provision of recreation services as unified as possible to the greater Park City area. The underlying philosophy has been for each separate entity to provide seamless, complementary services to the community while using and somewhat relying upon another entity's recreational amenities to offer additional services when appropriate.

The Agreement outlines how Park City Municipal Corp (PCMC), Snyderville Basin Special Recreation District (SBSRD), and the Park City School District (PCSD) work together to deliver complementary programs and facilities. The Agreement originated in 2007 and served greater Park City residents and children well.

Analysis

3-Party Recreation Agreement Highlights

- Originally approved in 2007 and renewed in 2012 and 2019.
- The May 30, 2019, renewal staff report can be accessed here, and the complete Agreement found in Exhibit A
- A five-year agreement with automatic five-year renewals
- The Agreement is intended as a "living" document referred to and used regularly by the Recreation Department and our partners.
- The Agreement includes the following Exhibits:
    - Exhibit A: Recognized Stakeholders
    - Exhibit B: Tier System
    - Exhibit C: Site-Specific Agreements (1 through 17)
    - Exhibit D: Interagency Field Use Policies, May 2019
    - Exhibit E: PCMC/PCSD Lease and Agreement, November 1990
    - Exhibit F: SBSRD/PCSD Lease and Joint Use Agreement, December 1996
    - Exhibit G: PCMC/SBSRD Inter-local Agreement for Regional Ice, August 2004

        - Exhibit G1: PCMC/SBSRD Letter of Consent modifying Ice Arena Funding Allocations, May 2009
        - Exhibit G2: Memorandum of Understanding and Agreement for Event Flooring, February 2010
    - Exhibit H: Jurisdictional Boundary Map
    - Exhibit I: Library Field Preservation Easement

Purpose of the Agreement

- Encourage the joint use of fields and facilities between the parties, and give priority, after the owning party's programming and/or ongoing community obligations are met, to requests submitted by the other parties and stakeholder groups.

- To designate the rights and responsibilities of each party to manage the shared use of the fields and facilities effectively and efficiently.

- Establish procedures to encourage cooperative working relationships between SBSRD, PCMC, and PCSD at all levels and resolve issues quickly.

- Encourage joint and cooperative ventures, including facility maintenance and development.

- Equitably distribute the time and cost of using fields and facilities.

- Regularly report the outcomes of joint use endeavors to SBSRD, PCMC, and PCSD personnel, elected officials, RAB, and residents.

- A holding place for other interagency agreements between PCMC/SBSRD (Ice Exhibit G, G1 & G2); PCMC/PCSD (Fields Exhibit E); PCSD/SBSRD (Ecker Exhibit F); These are stand-alone agreements that are exhibits to the 3-Party Agreement.

Joint Use Agreement for Recreation Facilities

- **Section 1.g:** Stakeholders are user groups that need to declare home fields or facilities as a requirement of their league or club. To be considered a stakeholder, the club must consist of no less than 75% of athletes residing within the PCSD and SBSRD boundaries. The reason is to ensure facilities are primarily used by Park City area residents and not from outside the jurisdiction.
- **Section 5:** The Agreement outlines the "Regional Recreation Committee," comprised of two professional staff members and two elected officials from each jurisdiction. The Committee is advisory only and makes recommendations to the governing boards of each jurisdiction when necessary. The Committee last met leading up to the renewal Interlocal Agreement in 2019.
- **Section 6:** The Fields and Facilities Joint Use Committee is comprised of professional staff from each jurisdiction. The purpose is to review upcoming seasons and determine the facility needs of each organization and stakeholder.

The Committee met this fall to discuss access to growing demand for indoor facilities. PC Recreation has had difficulty accessing PCSD gymnasiums due to increased usage by PCSD, so this was discussed in October with PCSD, SBSRD, and PCMC. To date, the Recreation Department has had no success securing gymnasium time for community use at TMJHS.

- **Section 7:** Outlines that there cannot be fee differentials for PCSD, PCMC, and SBSRD residents for most recreational programs and facilities. It allows each jurisdiction to set an early registration period for their own constituents before opening registration to all jurisdictions. Out of the three jurisdictions, this has only been used by PCMC to prioritize registration for Summer Day Camp.

Exhibit A: Lists the stakeholders at the time that the Interlocal Agreement was approved. Stakeholder groups receive priority access and reduced field and facility usage fees.

Exhibit B: Outlines a tier system for park maintenance standards. Exhibit B classifies fields according to the use, play impacts, and service levels to maintain turf at a safe maintenance standard. The purpose is to balance the use and maintenance of fields without taking away quality and safety.

Exhibit C: Site-Specific Agreements
These may change with each renewal but cannot conflict with interagency agreements:

- Treasure Mountain Junior High School
- Park City High School Field Complex
- North 40 Fields
- Dozier Field at Park City High School
- Ecker Hill Middle School
- Trailside Elementary School
- Jeremy Ranch Elementary
- City Park
- Creekside Park
- Library Field
- Park City Municipal Athletic & Recreation Center (PC MARC)
- Park City Sports Complex
- Park City Ice Arena
- Trailside Park
- Willow Creek Park
- Basin Recreation Fieldhouse
- Matt Knoop Memorial Park

Each site-specific agreement outlines:

- Who owns and leases the site
- Who maintains it
- Hours of use – when PCSD gets access and when PCMC/Basin gets access
- Who schedules the site
- How improvements are made and who is responsible for them
- Compensation agreement
- Guidelines for events

Exhibit D: Interagency Field Use Policies

These policies were developed to have consistency between jurisdictions in managing and operating fields. This helps eliminate stakeholders from claiming inconsistencies between each jurisdiction.

Exhibit E: PCMC/PCSD Lease and Agreement, November 1990

- The original Agreement gave the City sole discretion to extend the term for 20 years by providing notice to the PCSD of intent by **November 9, 2019.** At that time, PCMC and PCSD decided to extend the Agreement one year to allow PCSD to complete its master planning and school facilities process. The master planning process took longer than anticipated causing PCSD and PCMC to approve additional addendums.
- The Agreement was extended by addendum on December 26, 2019, a second time on November 18, 2020, and a third time on October 29, 2021. The staff report can be accessed here.
- The current addendum gives the City sole discretion to extend the Agreement for 16 years by providing notice to the district of intent by November 8, 2023.
- The City spent $1 million to help develop the playing fields at PCHS, TMJHS, and North 40. The City's Parks Department also maintains and waters the playing fields. In return, the City schedules the facilities for community and recreational programming and receives 300 hours of free PCHS gymnasium time. At the time, there was a strong desire to create additional fields to support economic growth, special events, and regional recreation goals.
- PCMC should engage the PCSD on the future Agreement to ensure it is meeting the needs of each jurisdiction and aligns with the evolution of Park City.

Exhibits A thru D

- The exhibits can be amended as part of a negotiated renewal of the 3-Party Agreement.

Exhibits E thru I

- These are standalone agreements, easements, and maps with separate terms and conditions. They cannot be amended as part of a renewal of the 3-Party Agreement.

Exhibits

Exhibit A: Agreement For Joint Use of Facilities For Recreation
Exhibit B: Third Addendum to Joint Use of Facilities For Recreation

INTERLOCAL AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

THIS INTERLOCAL AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION ("Agreement") is made and entered into this ____ day of _____, 2019 by and between Snyderville Basin Special Recreation District ("SBSRD") Park City Municipal Corporation ("PCMC") and the Park City School District ("PCSD") (individually each a "Party," collectively, the "Parties").

EXHIBITS AS FOLLOWS

Exhibit A: Recognized Stakeholders
Exhibit B: Tier System
Exhibit C: Site Specific Agreements (1 through 17)
Exhibit D: Interagency Field Use Policies, May 2019
Exhibit E: PCMC/PCSD Lease and Agreement, November 1990
Exhibit F: SBSRD/PCSD Lease and Joint Use Agreement, December 1996
Exhibit G: PCMC/SBSRD Inter-local Agreement for Regional Ice, August 2004
Exhibit G1: PCMC/SBSRD Letter of Consent modifying Ice Arena Funding Allocations, May, 2009
Exhibit G2: Memorandum of Understanding and Agreement for Event Flooring, February, 2010
Exhibit H: Jurisdictional Boundary Map
Exhibit I: Library Field Preservation Easement

WHEREAS, SBSRD is a political subdivision of the State of Utah, established for the purpose of providing recreational facilities and programs to meet the recreation needs of Snyderville Basin residents, and

WHEREAS, PCMC is a political subdivision of the State of Utah, providing municipal services including recreational facilities and programs to the residents and visitors of the incorporated area of Park City, Utah, and

WHEREAS, PCSD is a political subdivision of the State of Utah, providing educational services to residents of PCSD and is the current owner of certain parcels of land upon which it and SBSRD have built school sports fields, gymnasium facilities, an aquatic complex and other amenities, and

WHEREAS, each of the Parties mutually agree that inter-agency cooperation provides for efficient delivery of recreation facilities and programs which are best realized through joint, cooperative and consolidated effort, and

WHEREAS, SBSRD, PCMC and PCSD have mutual interests in helping young people learn and develop recreation skills and in providing lifelong opportunities for people of all ages to participate in recreation activities, and

WHEREAS, the purposes of this Agreement are to maximize the school sites and the use of community recreation facilities for the benefit of residents and taxpayers within all jurisdictions and to enable the Parties hereto to take a unified approach in providing recreational resources to the students of PCSD and to residents within the SBSRD service territory boundary, as well as to the general public. It is the further purpose of this Agreement to provide for appropriate development, management, maintenance, and operation of those facilities and services described herein.

WHEREAS, PCMC, SBSRD and PCSD wish to clarify and augment existing agreements, to wit: Lease and Agreement for Use of School Facilities for Recreation between PCMC and PCSD (11/08/90) attached as Exhibit E, Lease and Joint Use Agreement – Middle School Facilities for Recreation between SBSRD and PCSD (12/10/96) attached as Exhibit F, and the Inter-local Cooperative Agreement for Regional Ice Facility between PCMC and SBSRD (8/26/04) attached as Exhibit G, and related documents attached as exhibit G1 and G2.

WHEREAS, the governing bodies of each jurisdiction desire to clarify and augment existing agreements specified herein which all Parties agree have benefited the constituents of each jurisdiction, and to ratify and reaffirm specified existing agreements between SBSRD and PCSD and between PCMC and PCSD so long as such agreements do not conflict with specific provisions of this Agreement,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Definition and Description of Parties and Terms:</u>

    a. "SBSRD" shall mean the Snyderville Basin Special Recreation District, a Utah body politic, whose principal address is c/o District Director, 5715 Trailside Drive, Park City, Utah 84098.

b. “PCMC” shall mean Park City Municipal Corporation, a Utah body politic, whose principal address is c/o City Manager, P.O. Box 1480, Park City, Utah 84060.

c. “PCSD” shall mean Park City School District, a political subdivision of the State of Utah, whose principal address is c/o Superintendent, 2700 Kearns Blvd., Park City, Utah, 84060. PCSD may also encompass the Board of Education of Park City School District as the governing body of PCSD.

d. “Fields and Facilities” shall mean the all playing fields and buildings or fixtures constructed thereon described and/or located herein and on Exhibits attached hereto.

e. “Regional Recreation Committee” shall mean an oversight committee comprised of the following members: two SBSRD Board Members; two Park City Council Members; two members of the Board of Education of PCSD, and two appointed staff liaisons from each jurisdiction. The Regional Recreation Committee is advisory only and shall be responsible for making recommendations to the governing boards of the Parties. The Regional Recreation Committee will appoint a Fields and Facilities Joint Use Committee.

f. “Regional Recreation Program” shall mean the SBSRD and PCMC recreation program inventory existing at the time of execution of this document and other recreation programs developed by either SBSRD or PCMC over time, and as directed pursuant to this Agreement.

g. “Stakeholder” shall mean user groups recognized by the Parties with a need to declare home field(s) or facilities as a requirement of their club or league. To qualify, Stakeholder groups must be comprised of no less than seventy-five percent (75%) of athletes residing within the boundaries of the PCSD or SBSRD service territory boundary and be considered in good standing on all Stakeholder requirements (fees/rosters). The user group will support SBSRD and PCMC through payment of established user fees that contribute to ongoing field/facility maintenance costs. A list of recognized Stakeholders at the time of execution of this document is attached as Exhibit A and may be amended from time to time.

2. h. "Tier System" shall mean the classification of fields by the Parties according to the use, expectation, and impact of play. This program will selectively raise the quality of specific fields through limited programming and public education. The Tier System is described and attached as Exhibit B and may be amended from time to time

3. Purpose of Agreement:

In establishing this Agreement, SBSRD, PCMC and PCSD seek to:

a. Encourage the joint use of the Fields and Facilities between the Parties, and give priority usage, after the owning Party's programming and/or on-going community obligations are met, to the requests submitted by the other Parties and Stakeholder groups;

b. To designate the rights and responsibilities of each Party to effectively and efficiently manage the shared use of the Fields and Facilities;

c. Establish procedures to encourage cooperative working relationships between SBSRD, PCMC and PCSD personnel at all levels and to quickly resolve issues;

d. Encourage joint and cooperative ventures, including facility maintenance and development;

e. Equitably distribute the time and cost of the use of the Fields and Facilities;

f. Regularly report the outcomes of joint use endeavors to SBSRD, PCMC and PCSD personnel, elected officials and citizens.

4. General Provisions of the Agreement:

a. SBSRD and PCSD entered into a Lease and Joint Use Agreement for Use of Middle School Facilities for Recreation, effective December 10, 1996 (Middle School Facilities Lease), for use of fields at the Ecker Hill Middle School site. Subject to prior termination, as provided therein, the term is for thirty (30) years commencing on December 10, 1996. At the option of SBSRD the Middle School Facilities Lease shall be extended upon the same terms and conditions for an additional twenty (20) year term. The extended term shall be

automatic unless the SBSRD notifies the District, in writing, at least one-hundred and eighty (180) days prior to the expiration of the original term of SBSRD's intention to not extend the term of the Middle School Facilities Lease. This Agreement is intended to clarify and augment the Middle School Facilities Lease.

b. PCMC and PCSD entered into a Lease and Agreement for Use of School Facilities for Recreation, effective November 8, 1990, for use of fields and facilities at the North 40 Fields, Treasure Mountain Junior High School, and Park City High School. Subject to prior termination, as provided, the term is for thirty (30) years commencing November 8, 1990. PCMC, at its sole discretion, may extend the term by twenty (20) years by providing notice to PCSD of its intent to extend by November 8, 2019. This Agreement is intended to clarify the Lease and Use Agreement in particular for the following provisions:

    1. PCMC shall be entitled to use PCSD gymnasium facilities up to three hundred (300) hours per calendar year. The three hundred (300) hours may be used for adult or youth programs and be scheduled through the PCSD District office.

    2. In consideration for the three hundred (300) hours of PCSD gymnasium use, PCMC has spent over One Million Dollars ($1,000,000) to construct the high school field complex, and continues to maintain PCSD fields at Park City High School, Treasure Mountain Junior High School and the North 40 to the standards of all other city-owned athletic facilities. This includes all costs associated with operation of the facilities including irrigation water, janitorial, utilities, garbage collection, repairs and maintenance.

c. This Agreement is general in nature to the Fields and Facilities. Each site lends itself to unique opportunities for recreational use and improvement. When deemed appropriate by the Parties, individual site specific plans and maintenance agreements will be approved by the Parties for implementation, and thereafter be attached hereto and

made a part hereof. Individual site specific agreements as of the date of this Agreement are attached as Exhibit C, 1 through 17.

d. This Agreement is intended to enhance and not interfere with the primary missions of SBSRD, PCMC and PCSD.

e. The ultimate responsibility for decisions related to use of facility space shall remain with the owner of the facility.

f. Each Party recognizes and respects the SBSRD, PCMC and PCSD budget and administrative processes that must be used in providing services.

g. It is an objective of SBSRD, PCMC and PCSD to increase general community access to and use of school facilities. While the focus and priorities addressed in this Agreement are centered around access by SBSRD, PCMC and PCSD to their respective facilities, all Parties agree to cooperate to the extent possible to increase general community use of the facilities.

The execution of this Agreement and a renewal or extension of this Agreement must be authorized by the governing boards of each jurisdiction.

5. Regional Recreation Committee

a. There is created under the terms of the Agreement an advisory committee comprised of six (6) governing board members and six (6) staff liaisons, selected as follows:

- Two (2) members of the Board of Education ofPCSD appointed by the Board and two (2) PCSD staff liaisons appointed by the PCSD Superintendent of Schools.t
- Two (2) SBSRD Board members appointed by the Recreation District Board and two (2) staff liaisons appointed by the SBSRD District Director.
- Two (2) City Council members appointed by the Park City Council and two (2) staff liaisons appointed by the City Manager.

The Advisory Committee may make recommendations to SBSRD, PCMC and PCSD governing boards regarding matters relevant to the satisfactory operations of the Fields and Facilities.

b. The governing Board of each jurisdiction and their executive officer shall appoint members of the Regional Recreation Committee annually. In the appointment or re-appointment of any committee member, each jurisdiction should provide for the staggered terms of its representatives.

c. Any vacancies on the Regional Recreation Committee may be filled by a replacement named by the governing board or executive officer appointing the person creating the vacancy. The Committee will continue to function with the vacancy. The existence of a vacancy shall not affect any actions taken by the Committee during the period of any vacancy.

d. The Regional Recreation Committee shall establish a "Fields and Facilities Joint Use Committee" (Joint Use Committee) to supervise the scheduling and day-to-day operation of the Fields and Facilities. Through the Joint Use Committee, this Agreement seeks to provide a framework and administrative support for collaboration and decision-making among SBSRD, PCMC and PCSD personnel.

1. The Joint Use Committee will be made up of SBSRD and PCMC Recreation staff, , and PCSD athletic department and school facilities staff. PCSD athletic department personnel will invite Physical Education teachers for input as deemed necessary.

e. The Regional Recreation Committee shall meet annually in April to review this Agreement and the effectiveness of operations under the management of the Joint Use Committee. Any Party may request additional meetings upon giving sufficient notice to the other Parties designating the time, place and purpose of any special meeting.

6. Fields and Facilities Joint Use Committee:

a. The Fields and Facilities Joint Use Committee will receive requested calendaring of activities and events from each Party and, through its designee, shall coordinate access to and use of the Fields and Facilities within the parameters and limitations set by this Agreement and Exhibits hereto.

b. Field and Facility schedules will be based on priorities established by the managing entity with the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the Utah High School Athletic Activities Association. Improved scheduling may create an opportunity to expand programming.

c. Field schedules will be based on Joint Use Committee consensus to achieve balanced field use, i.e., which programs or clubs are best suited to which facilities in the greater Park City area. Items to be considered should include: appropriate field for the sport, support facilities (parking, access, rest room availability), condition of the field, days, dates and times of play, impact to surrounding neighborhood, consideration of park maintenance programs and work schedules.

d. Field use overlays will be reviewed twice annually, in late February/early March (six to eight weeks before spring season) and again in late May/early June (before the end of the school year) for the Fall season to spell out responsibilities of field use.

    1. SBSRD and PCMC shall be responsible for preparation and maintenance of all playing fields and facilities located within their respective boundaries for SBSRD and PCMC sponsored programs. Each jurisdiction will absorb prep-related expenses for these programs. The Joint Use Committee will address any departures from this policy.
    2. SBSRD and PCMC events staff and the PCSD designated Facilities Coordinator, Athletic Director and other school administrators, as necessary, shall be responsible for ongoing communication with the Joint Use Committee to ensure that use of a rolling calendar for advance scheduling of special events (up to one (1) year in advance) continues to respect the prioritization policies of each Party and every venue, or seeks approval for a policy exception from the governing jurisdiction.

e. An end-of-season meeting will be held to evaluate field conditions, and make recommendations for field use in spring season.

f. Scheduling of indoor facilities will be coordinated at standing meetings to be held in September. The purpose of the meeting is to review requests for facility use for school athletics and public recreation programs in the coming school year (schools, PC MARC, Field House, and Ice Rink). .

A programming subcommittee will be appointed by the Joint Use Committee to meet on an as needed basis. Its purpose is to review what public recreation programs are happening when, to be sure programs are complementary and compatible.

7. Regional Recreation Program Administration

a. Each jurisdiction will operate youth and adult recreation programs under the following guidelines:

1. No fee differentials. All residents of SBSRD, PCMC and PCSD will pay the resident rate for facility use and program participation. Entities may establish earlier registration periods for constituents before opening registration to all jurisdictions.

2. Registration and participant fees for all programs will be received by the sponsoring jurisdiction.

3. Unless otherwise agreed to by the Parties, in the development of new regional recreation programs each Party agrees to utilize hard structure facilities currently owned and operated by its jurisdiction to avoid constituent confusion over the program sponsor.

4. Fields will be scheduled as described in Section 5, above.

5. Site-specific policies attached hereto as Exhibit C, 1 through 17, will guide maintenance, hours of use, scheduling and coordination, improvements, and compensation.

8. General Guidelines for Joint Use

a. All joint use programming and activities scheduled under this Agreement will comply with the "Interagency Field Use Policies," attached hereto as Exhibit D (including its own Exhibits A and B), which have been adopted by SBSRD, PCMC and PCSD.

b. The mutual goal of SBSRD, PCMC and PCSD will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow completion of a program cycle and, when necessary, to relocate programming. When possible, each Party will assist the other in locating alternative space.

c. PCSD will formulate and enforce general rules and regulations governing student and PCSD personnel conduct and use of the Fields and Facilities on PCSD property during school hours and for school purposes which use shall be under the supervision of PCSD personnel.

d. SBSRD and PCMC will formulate and adopt rules and regulations governing the conduct and use of the Fields and Facilities on PCSD property by the general public during those hours not scheduled by the PCSD.

e. All programming and activities scheduled under this Agreement will comply with and enforce the owner Party's policies. The Parties agree that indoor use of other Parties' facilities for recreation or athletic programs will require higher levels of supervision by the using Party.

f. When any Party to this Agreement contemplates a change in policy, fees, budget or organization that could impact the joint use access of the others, that Party will consult with the other Parties far enough in advance so that the other Parties can analyze the impacts and plan for the change.

g. Each of the Parties hereto will adopt and implement appropriate risk management measures to minimize and/or eliminate liability during those periods of respective use of recreation facilities by that Party. Each of the Parties agrees to provide immediate notice to the other of any dangerous or unsafe condition on the premises that is discovered or created at the Facilities through sponsors or participants of an event scheduled by either Party. Each of the Parties shall correct any noted deficiencies under their risk management programs immediately upon becoming aware of the same.

h. In lieu of damage deposits, the Parties agree to pay the reasonable value of, or to repair, any damage to the Fields and Facilities or Amenities or owner property missing from the premises that occurs during use while under the supervision of that Party.

1. The owner Party shall, through its designated representative, inspect areas of use and shall notify the user Party of damage or loss within three (3) working days after inspection.

2. Such notification shall consist of sending an email to the user Party's designated representative with the area or areas involved, description of damage, and estimated and/or fixed costs of repairs or property replacement.

3. Except as otherwise mutually agreed, the user Party shall not cause repairs to be made to any building or item of equipment for which the owner Party has responsibility. The owner Party agrees to make such repairs within the estimated and/or fixed costs agreed upon. The user Party agrees to reimburse the owner Party at the agreed upon cost.

4. The owner Party shall invoice the user Party within seven (7) days of completion of repairs or replacement of missing property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is contracted, a copy of the contractor's itemized statement must be attached. Actual costs shall be invoiced if less than estimated and/or fixed costs. Reimbursement shall be made within thirty (30) days from receipt of such invoice.

5. The user Party shall retain the right to disagree with any and all items of damage to buildings or equipment or missing property as identified by the owner Party provided this challenge is made within ten (10) working days after a first notification. Disagreements shall be made in writing to the owner Party and shall clearly identify the reasons for refusing responsibility for

damages. Failure to do so within the prescribed time period shall be considered as acceptance of responsibility by the user Party. Settlement of disagreements shall be made by an on-site investigation involving both the owner and user Parties and their designated representatives. In the event agreement cannot be reached, the matter shall be referred to the Regional Recreation Committee for review and consideration. The decision of the Regional Recreation Committee on such matters shall be final.

i. Specific requests by any Party for services, equipment or facilities not covered under this Agreement may be provided, at direct charge, to the Party making the request. For example, SBSRD and PCMC will pay PCSD for custodial or other support staff, which are required or requested at a time that a school custodian is not normally scheduled in the school building as specified in the Facilities Request Form. If the PCSD wishes to have SBSRD or PCMC perform field preps for athletic events which are outside of regular maintenance, then PCSD agrees to compensate the provider of the service at an agreed upon rate.

j. User fees to support broader public use of the Fields and Facilities by local residents may be charged by the Party scheduling the event or activity to help offset the expense of operations and maintenance. Increases in user fees are subject to the approval of the governing boards of the jurisdictions.

SBSRD shall collect the revenue associated with field user fees paid by Stakeholders for field use in Fall seasons and PCMC shall collect the revenue associated with field user fees paid by Stakeholders for field use in Spring seasons.

1. For non-stakeholder reservations requested by constituents residing within the boundaries of PCSD, the scheduling Party will assess resident user fees based upon established fee schedules adopted by its governing board. The scheduling Party will keep revenues.

2. Non-resident, or “out of area” user fees shall be assessed by the scheduling Party based upon established fee

schedules adopted by its governing board. The scheduling Party will keep revenues.

k. Where possible, SBSRD, PCMC and PCSD will pursue opportunities to develop and improve joint use Fields and Facilities to support recreation and athletic programming by all Parties.

l. Special events, including tournaments, are subject to a special event permitting process independent of this Agreement, and the event regulations and rate schedules adopted by SBSRD/Summit County, PCMC, and PCSD as amended from time to time.

9. Hold Harmless Indemnification and Insurance.

a. HOLD HARMLESS; INDEMNIFICATION:
SBSRD, PCMC and PCSD agree to assume all risks in the operation of their own recreation programs and facilities and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property which arise out of their own programs even if they occur on another Party's property. SBSRD agrees to indemnify, hold harmless and defend PCMC, PCSD, and their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of SBSRD's programs on premises specified in the Exhibits attached hereto. PCMC agrees to indemnify, hold harmless and defend SBSRD, PCSD, and their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of SBSRD or PCMC programs on premises specified in the Exhibits attached hereto. PCSD agrees to indemnify, hold harmless and defend SBSRD, PCMC, and their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of PCSD programs on premises specified in the Exhibits attached hereto. This indemnity provision shall be valid and enforceable only to the extent of the negligence of the Party. The provisions of this section shall survive the expiration or termination of this Agreement. This section supersedes Section 8.0 (a) in the PCMC/PCSD Lease and Agreement for Use dated November, 1990.

b. INSURANCE:
For the duration of this Agreement, each Party shall maintain a policy of general liability insurance written on an occurrence basis in an amount of at least Two Million Dollars ($2,000,000) per person and Two Million Dollar ($2,000,000) per incident or occurrence. SBSRD shall be named as an additional insured on the PCMC and PCSD policy. PCMC shall be named as an additional insured on the SBSRD and PCSD policy. PCSD shall be named as an additional insured on the SBSRD and PCMC policy. The insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. A Certificate of Insurance with a thirty (30)-day cancellation notice provision to each Party shall be provided to each Party and shall be maintained continuously during the term of this Agreement. Such certificate shall provide that the insurance coverage is primary and not contributory to any insurance policy maintained by the other Parties. Each Party may carry whatever additional insurance it deems appropriate. SBSRD will continue to carry building and contents insurance on recreation out-buildings at Ecker Hill Middle School which it operates and maintains. This section supersedes Section 8.0 (b) in the PCMC/PCSD Lease and Agreement for Use dated November, 1990. PCMC will no longer be required to hold Fire and Extended Coverage Insurance on the leasehold improvements.

10. <u>Event and Concession Revenues</u>

a. Ticket prices, if any, for an event or activity will be determined by the event organizer. However, the distribution of ticket revenues and responsibility of payment of all taxes, if any, shall be agreed upon between the property owner and event organizer unless otherwise prescribed in the Individual Site Specific Agreements attached as Exhibit C.

b. With permission of the property owner and/or contracted vendor, concessions may be sold at the option of the event or activity organizer. However, the distribution of concession revenues and responsibility of payment of all taxes, if any, shall be agreed upon between the property owner, contracted vendor, and event organizer unless otherwise prescribed in the Individual Site Specific Agreements attached as Exhibit C. Event organizers will be required to honor any pre-existing agreements the property owner has in place.

11. Compliance with Applicable Law. When using the Fields and Facilities, each Party hereto will comply with all applicable federal, state and local government laws, regulations, and orders as well as any Conservation Easements or Deed Restrictions related to the property, with respect to which the Party has been notified in writing of same. If a specific event or activity scheduled by any Party would violate any such law, regulation, or order, all steps necessary to comply therewith will be taken, including canceling the event if compliance is not possible.

12. Suitable Use. The Parties will use the Fields and Facilities only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Fields and Facilities without first obtaining written approval of SBSRD, PCMC, or PCSD as may be appropriate.

13. Term. This Agreement shall be in effect upon its execution and filing with the keeper of the records by each of the Parties hereto for a period of five (5) years. The keepers of the record are the PCSD Business Administrator, PCMC Recreation Manager and SBSRD Planning & Legal Affairs Manager, respectively. This Agreement will automatically renew for five (5) year terms unless a Party gives written notice of its intent to not renew at least six (6) months prior to the expiration of the term. This Agreement will automatically expire no later than December 9, 2046. In the event of any default of any provision of this Agreement, the non-defaulting Parties shall give the defaulting Party notice of the default, which if not cured within thirty (30) days may constitute grounds for terminating this Agreement. Any uncured default under the SBSRD/PCSD Lease and Joint Use Agreement dated December, 1996, or the PCMC/PCSD Lease and Agreement for Use dated November, 1990 (as such agreements have been modified herein) shall be grounds for termination or modification of this Agreement.

14. Cancellation and Termination. It is agreed that any Party shall have the privilege, with cause, to cancel and annul this Agreement on one (1) year prior written notice by registered mail, or by personal delivery of written notice, to the other Parties. If any one Party chooses to terminate this Agreement, the Agreement will be terminated for all Parties. Termination of this Agreement will not cause termination of any other agreement between the Parties.

15. Integrated Contract. Except for the SBSRD/PCSD Lease and Joint Use Agreement dated December, 1996, the PCMC/PCSD Lease and Agreement for Use dated November, 1990 and the PCMC/SBSRD Inter-local Cooperative Agreement for Regional Ice Facility dated August, 2004 all terms of which expressly remain in force unless specifically rescinded or modified by the terms of this Agreement, this Agreement represents the agreement between the Parties with respect to the Fields and Facilities and uses addressed by this Agreement. This Agreement only supersedes the aforementioned other joint use agreements or understandings between the Parties whether written or oral which are in conflict with the provisions of this Agreement.

16. No Assignment. SBSRD, PCMC, and PCSD shall not assign their rights and duties under this Agreement without the prior written consent of the other Parties.

17. Modification. There may be no modification of this Agreement, except in writing, signed by all Parties and executed with the same formalities as this instrument. New Fields and Facilities will be incorporated by the addition of site specific addenda. The Parties acknowledge that over time the needs of each Party may change due to population growth and demographic change and therefore the terms of this Agreement will need to be modified from time to time. The Parties agree to negotiate in good faith and make necessary amendments to this Agreement to accomplish this intent.

18. Clause Headings. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they appertain.

19. Notice: Any notice required or called for under the terms of this Agreement shall be delivered by personal delivery or registered mail to the following addresses:

Superintendent	District Director	City Manager
PCSD	SBSRD	PCMC
2700 Kearns Blvd.	5715 Trailside Drive	P.O. Box 1480
Park City, UT 84060	Park City, UT 84098	Park City, UT 84060

20. Independent Relationship: The Parties intend that an independent relationship will be created by this Agreement. No agent, employee or representative of any of the Parties shall be deemed to be an employee, agent or representative of any of the other Parties for any purpose, and the employees of the respective Parties are not entitled to any of the benefits the other Parties provide for their employees. Each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees or representatives during the performance of this Agreement.

21. Waiver: No failure of a Party to exercise any power given to it under this Agreement, or to insist upon strict compliance by the other Parties with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default.

22. Government Records Access Management Act: The Parties acknowledge that each is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, each Party is required to disclose certain information and materials to the public, upon request. Each Party agrees to cooperate with each other where requests for documents, materials and data in its possession relating to this Agreement and its performance hereunder are sought under GRAMA.

23. Governmental Immunity: Each Party is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that each Party shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

24. Nondiscrimination: The Parties will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, gender identification, sexual orientation, age or disability..

25. No Separate Entity: This Agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment

of this Agreement. As allowed in UCA §11-13-201, the Parties are cooperating jointly together to exercise their individual powers and privileges.

26. No Third Party Beneficiaries: There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

27. *Interlocal Cooperation Act* Requirements. In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

a. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in UCA Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the governing bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

b. In accordance with the provisions of UCA §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the *Utah Interlocal Cooperation Act.*

d. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

28. Severability: The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

29. Exclusive Remedies: The remedies of the Parties specified herein shall be exclusive. None of the Parties shall have any other right, remedy or priority whatsoever.

30. Counterparts: This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST:

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

_____

Gary Resnick Clerk

_____

Ben Castro**,** Board Chair

PARK CITY MUNICIPAL CORPORATION

_____

Michelle Kellogg, City Recorder

_____

Andy Beerman, Mayor

PARK CITY SCHOOL DISTRICT

_____
Dr. Jill Gildea. Superintendent

_____
Andrew Caplan**,** School Board President

APPROVED AS TO FORM:

_____
Mark Harrington
City Attorney, Park City Municipal

_____
David L. Thomas
Chief Civil Deputy Attorney, Summit County

_____
Joan M. Andrews
FABIAN VANCOTT
Attorney for Park City School District

EXHIBIT A

Stakeholders 2019

Field Stakeholders

Adult Soccer
Park City Soccer Club
Park City Youth Lacrosse
Park City High School Lacrosse
Park City High School Summer Baseball
Silver Strikers Baseball Park City Baseball
Park City Ute (Youth) Conference Football
212 Lacrosse

Ice Arena Stakeholders

Park City Curling Club
Park City Ice Miners
Park City Speed Skating Club
Park City High School Hockey
Figure Skating Club of Park City
Predators Women's Hockey
Wasatch High School Hockey

Indoor Sport Stakeholders
Competitive Basketball
Volleyball
Park City High School Sports

EXHIBIT B

Parks Maintenance
Tier System

Purpose: To balance out the use and maintenance of fields without taking away the quality and safety of the fields. To classify fields according to the use, impact of play, and the level of service to maintain turf at a safe maintenance standard.

Tier 1
Description: High expectation and visibility. Demand for a quality play surface is essential for the games to be played. These fields are not to be used as practice areas and will be maintained at the highest safety and aesthetic standards.

Tier 2
Description: Tier 2 fields are commonly used for a variety of purposes. These fields may be used for sports events or even non-sports related events. The parks departments will maintain these fields to a public safety standard with a secondary emphasis on maintaining high aesthetic values. These fields may also serve a specific neighborhood for kite flying, Frisbee or other types of non-organized play. These fields may be used as practice sites but would be better used for games.

Tier 3
Description: There may be a limited capital investment to protect. Works well for practice area. Can be scheduled for games when needed. Maintenance will include monitoring safety and basic upkeep. Playability and turf quality are secondary.

Tier 4
Description: Tier 4 fields are classified as synthetic turf fields. These are fields that can be scheduled for play during inclement weather. These are also suited for intense practice of sports.

EXHIBIT C
INDIVIDUAL SITE SPECIFIC AGREEMENTS

For purposes of the site specific agreements in this Exhibit C, the following definitions will apply:

> **School Facility Improvements** shall include any capital improvements made to buildings, structures or parking facilities that directly benefit the school operations, regardless of whether the general public also utilizes these improvements. Such capital improvements include, but are not limited to, gymnasiums, the aquatic center and school parking lots. School Facility Improvements are not capital improvements to the playing fields.
>
> **Field Improvements** shall include any capital improvements to the playing fields, including those intended primarily to make fields playable, such as irrigation modifications, large scale sodding of fields, bleachers, and improvements to drainage.

The following site specific agreements are contained herein:

1. TREASURE MOUNTAIN JUNIOR HIGH SCHOOL
2. PARK CITY HIGH SCHOOL FIELD COMPLEX
3. NORTH 40 FIELDS
4. DOZIER FIELD AT PARK CITY HIGH SCHOOL
5. ECKER HILL MIDDLE SCHOOL
6. TRAILSIDE ELEMENTARY SCHOOL
7. JEREMY RANCH ELEMENTARY
8. CITY PARK
9. CREEKSIDE PARK
10. LIBRARY FIELD
11. PARK CITY MUNICIPAL ATHLETIC AND RECREATION CENTER (PC MARC)
12. PARK CITY SPORTS COMPLEX
13. PARK CITY ICE ARENA
14. TRAILSIDE PARK
15. WILLOW CREEK PARK
16. BASIN RECREATION FIELDHOUSE
17. MATT KNOOP MEMORIAL PARK

EXHIBIT C-1: TREASURE MOUNTAIN JUNIOR HIGH SCHOOL

Lease/Own

PCSD owns the facility. PCMC has entered into a long term lease agreement with PCSD for the use of playing fields and gymnasium located at Treasure Mountain Junior High School ("TMJH").

Field Maintenance

PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on TMJH property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the National Federation of High School Sports (NFHS) for Utah High School Activities Association (UHSAA) sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, soccer nets and baseball bases for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring and Fall, PCMC will perform initial field set up for PCSD use. If PCSD wishes to have PCMC perform field preps outside of regular maintenance PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of janitorial services in the exterior restroom building, and trash removal from the complex. PCSD shall bear the costs for repair and maintenance to the restroom infrastructure.

PCMC shall bear the cost of trash removal from the complex.

In the Spring and Fall, TMJH physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

Field Hours of Use

PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting PCSD to reserve space in advance of PCMC or other groups, and by scheduling PCMC activities during non-school hours and non-sessioned school periods.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the UHSAA, PCMC will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the

Parties, non-school hours shall mean after 5:00 pm Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break as per the official school calendar adopted by PCSD and which is generally from the first week of June till the third week of August. Outside of the school year PCMC will have exclusive rights to schedule and use the field complex.

Field Scheduling and Coordination

Scheduling during PCSD school hours of use will be managed by PCSD personnel in accordance with PCSD policies. PCSD scheduling/use will be communicated to PCMC Field Scheduler.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Fields and Facilities Joint Use Committee and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will use best efforts to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements

PCMC shall not commence construction of new facilities, or demolition of existing structures or improvements without prior written consent from PCSD, which consent will not be unreasonably withheld. (ref. Exhibit E 5.0 (b))

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

PCSD may displace recreation improvements for the construction or development of any school facility provided that PCSD gives PCMC twelve (12) months written notice of intent to displace the improvements and compensates PCMC for the current value of improvements. The value may be established by mutual agreement or independent appraisal. (ref. Exhibit E 3.0 (e)

School Facility Maintenance

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service

PCMC will ensure that school facilities utilized for Park City Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity.

School Facility Scheduling and Hours of Use

PCSD keeps the master schedule for gymnasiums at TMJH. PCMC will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make TMJH facilities available for use by PCMC on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

PCMC will submit a School Facility Request Form on behalf of SBSRD for purposes of scheduling youth recreation basketball leagues operated by the SBSRD which are considered joint programs between PCMC and SBSRD.

TMJH representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to PCMC facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by PCMC/SBSRD for the benefit of the community.

PCMC will schedule TMJH gymnasium for indoor stakeholders use. Any issues with the stakeholders will by communicated by PCSD to PCMC who will then talk to stakeholder and promptly resolve the issue to the reasonable satisfaction of PCSD. Any fees collected from stakeholders will belong to PCMC.

School Facility Improvements

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of PCMC so that program adjustments can be made.

Compensation Agreement

PCMC shall be entitled to use gymnasium facilities in the Leased Premises for up to three hundred (300) hours per year at no charge. PCSD will maintain records showing the actual use of the facilities by PCMC.

PCSD will pay actual utility costs and custodial services for the first three hundred (300) hours of gymnasium use. PCMC shall bear the cost of custodial or other support staff, which is required or requested by PCMC in excess of the established work hours of custodial staff.

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field/Facility Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other TMJH school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

EXHIBIT C-2: PARK CITY HIGH SCHOOL FIELD COMPLEX

Lease/Own

PCSD owns the facility and PCMC has entered into a long term lease agreement with PCSD for the use of playing fields and the gymnasium located at the Park City High School ("PCHS") Field Complex. Dozier Field is not included in the lease and nothing in this Site Specific Agreement for the Park City High School Field Complex is intended to apply to it. There is a separate Site Specific Agreement applicable only to Dozier Field.

Field Maintenance

PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on the field complex property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, soccer nets and baseball bases for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring and Fall PCMC will perform initial field set up for PCSD use. If PCSD wishes to have PCMC perform field preps outside of regular maintenance the PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of janitorial services in the exterior restroom/concession building, and trash removal from the complex. PCSD shall bear the costs for repair and maintenance to the restroom/concession infrastructure.

PCMC shall bear the cost of trash removal from the complex.

In the Spring and Fall, PCHS physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

Field Hours of Use

The PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting the PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities during non-school hours and non-sessioned school periods.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the UHSAA, PCMC will have exclusive use of the field complex during all non-school hours during

the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 5:00 pm Monday through Friday and all day Saturday and Sunday. A Non-sessioned school period means the period that school is not in session for summer break as per the official school calendar adopted by PCSD. Outside of the school year PCMC will have exclusive rights to schedule and use the field complex.

Field Scheduling and Coordination

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD. PCSD scheduling/use will be communicated to PCMC Field Scheduler.
Scheduling during PCMC hours of use will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will use best efforts to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements

PCMC shall not commence construction of new facilities, or demolition of existing structures or improvements without prior written consent from PCSD, which consent will not be unreasonably withheld. (ref. Exhibit E 5.0 (b)) .
PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

PCSD may displace recreation improvements for the construction or development of any school facility provided that PCSD gives PCMC twelve (12) months written notice of intent to displace the improvements and compensates PCMC for the current value of improvements. The value may be established by mutual agreement or independent appraisal. (ref. Exhibit E 3.0 (e)

School Facility Maintenance

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. This is for interior facility space.

PCMC will ensure that school facilities utilized for Park City Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity.

School Facility Scheduling and Hours of Use

PCSD keeps the master schedule for gymnasiums at PCHS. PCMC will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make PCHS facilities available for use by PCMC on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

PCHS representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to PCMC facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid

foreseeable conflicts and to jointly approve programming operated by PCMC for the benefit of the community.

School Facility Improvements

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of PCMC so that program adjustments can be made.

Compensation Agreement

PCMC shall be entitled to use gymnasium facilities in the Leased Premises for up to three hundred (300) hours per year at no charge. PCSD will maintain records showing the actual use of the facilities by PCMC.

PCSD will pay actual utility costs and custodial services for the first three hundred (300) hours of gymnasium use. PCMC shall bear the cost of custodial or other support staff, which is required or requested by PCMC in excess of the established work hours of custodial staff.

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field/Facility Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other PCHS school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

EXHIBIT C-3: NORTH 40 FIELDS

Lease/Own

PCSD owns the facility. PCMC has entered into a long term lease agreement with the PCSD for the use of playing fields located at the North 40 Fields.

Field Maintenance

PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on North 40 property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, and soccer nets for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring and Fall, PCMC will perform initial field set up for PCSD use. If the PCSD wishes to have PCMC perform field preps outside of regular maintenance, the PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of trash removal from the complex.

In the Spring and Fall, TMJH physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

Field Hours of Use

PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities around the times school is in session.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the UHSAA, PCMC will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 5:00 pm Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break. Outside of the school year, PCMC has exclusive rights to schedule and use the field complex.

Field Scheduling and Coordination
Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD policies.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will make best effort to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements
PCMC shall not commence construction of new facilities, or demolition of existing structures or improvements without prior written consent from PCSD, which consent will not be unreasonably withheld. (ref. Exhibit E 5.0 (b))

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

PCSD may displace recreation improvements for the construction or development of any school facility provided that PCSD gives PCMC twelve (12) months written notice of intent to displace the improvements and compensates PCMC for the current value of improvements. The value may be established by mutual agreement or independent appraisal. (ref. Exhibit E 3.0 (e)

Compensation Agreement
Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field Events
Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Local and out of area user group events are appropriate at this venue. An effort will be made to limit the scheduling of adult sports.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-4: DOZIER FIELD AT PCHS

Lease/Own
PCSD owns, operates and maintains Dozier Field at PCHS. PCSD has agreed to allow PCMC to schedule the facility for community use and recreation programs.

Field Maintenance
PCSD shall keep and maintain the Dozier Field complex and all structures, improvements and equipment which may now or hereafter be on Dozier Field property in good condition and repair, consistent with standards for similar PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports.

PCMC will provide all set up, maintenance, and cleaning for any PCMC event. PCMC shall bear the cost of janitorial services in the restroom building and trash removal from the complex after any PCMC sponsored event.

PCSD will provide all set up, maintenance, and cleaning for any PCSD event. PCSD shall bear the cost of janitorial services in the restroom building and trash removal from the complex after any PCSD sponsored event.

PCSD will provide any snow removal at its discretion. PCMC will not provide any snow removal.

PCSD will supply necessary field equipment which includes goals, nets and corner flags for both PCSD and PCMC use. Club sports, such as lacrosse, shall be subject to an additional charge for field fencing.

The concession stand and press box (lights, P.A. system and scoreboard) at Dozier field will not be made available for non-school events other than if PCSD approves use on an event by event basis.

Field Hours of Use
PCSD will be assured priority in the use of Dozier Fields for official school purposes by permitting PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities around the times school is in session.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the UHSAA , PCMC will schedule use of Dozier Field for those periods not scheduled by PCSD.

Any requests for field lighting must be approved by PCSD.

Facility locked when not in use limiting public access. If access is needed contact PCSD or PCMC.

Field Scheduling and Coordination
PCSD keeps the master schedule for Dozier Field. The PCSD has scheduling priority on Dozier Field. A "Request for Use of School Facilities" must be filled out and submitted for non-school activities not programmed by PCMC. PCMC will communicate field use schedules to PCSD Athletic Director.

PCSD will schedule all school events through PCSD staff scheduling for each quarter. Remaining open times during non-sessioned school periods will be available for scheduling by PCMC. All scheduling handled by Park City Recreation will be clearly communicated with the PCSD Athletic Director to confirm availability and to give notification to PCSD of use dates.

Compensation Agreement
Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. There will be no charge for PCMC, PCSD or SBSRD sponsored programs approved by PCMC/PCSD.

Any visitor event or special event fees will be collected by PCMC. The collected fees will be split after expenses: seventy five percent (75%) to PCMC and and twenty five percent (25%) to PCSD. Any requests for fee waivers must be agreed to by both PCMC and PCSD.

The fees for above mentioned visitor events are set with agreement between PCMC and PCSD. For Dozier Field, there is an additional fee for use of the "gate" option if an event chooses to charge entry fees. Additional fees apply for field fencing, and use of the press box, lights and/or concession stand. Refer to PSCD Fee Schedule for additional fees

Should PCSD want to schedule use of Dozier for a home, visitor or special event during summer hours or school year evening hours, it will notify Park City Recreation to verify scheduling. PCSD would then take responsibility for contracts, fees and collection, set up, maintenance and clean-up of the event. PCSD would also have the right to waive any fees for use of facility without PCMC agreement.

Field Improvements
Any improvements needed or desired at Dozier Field will be exclusively handled by PCSD.

Parking
Parking for users at Dozier Field is limited to the parking lots which are marked for parking. The gates on the Lucky John Drive side of the field will not be opened for non-school events unless approved by PCMC and PCSD.

Facility Use Guidelines for Events
Permitting for special events will be restricted to non-school hours during the school year and during non-sessioned school periods and must be approved by PCSD.

Portable fencing is required at this venue for events and games. It is the responsibility of PCSD to set up and remove the fencing.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Special Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-5: ECKER HILL MIDDLE SCHOOL

Lease/Own.
SBSRD has entered into a long term lease agreement with the PCSD for the use of playfields and reasonable public access to the swimming pool, Exhibit F (the "Lease"). In addition, the PCSD will provide to the public reasonable access to the gymnasium at EHMS, which the PCSD owns and maintains, at times that will not conflict with use by PCSD for educational purposes.

Field Maintenance.
SBSRD shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on EHMS property in good condition and repair, consistent with standards for similar SBSRD and PCSD facilities. SBSRD will pay for all expenses associated with field maintenance activities and repairs within the complex. PCSD will pay for water. Water connections have been established to provide additional water through alternative service providers in the event of a drought or other system failure. The Parties will negotiate in good faith to share the expense of additional water.

SBSRD shall bear the cost of janitorial services in the recreation out-buildings, and trash removal from the complex. PCSD will bear the cost of dumpster fees. At such time PCSD believes the impact of garbage generated as a result of field complex activity is in excess of standard dumpster capacity, the Parties will agree on the location of an additional dumpster to be paid for at the sole expense of SBSRD.

In the Spring and Fall, EHMS physical education teachers will be given the opportunity to review SBSRD parks maintenance schedules and respond in order to avoid foreseeable conflicts. The Parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the Parties.

SBSRD shall bear the cost of winter trails grooming at EHMS for the benefit of students and the public.

Field Hours of Use.
The PCSD will have exclusive use of the field complex from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless otherwise mutually agreed upon with the SBSRD.

SBSRD will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the Parties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15 and published school breaks during the academic year.

Field Scheduling and Coordination
Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the Parties.

The Parties will make best efforts to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements.
Neither PCSD nor SBSRD shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

In May of 2008, the Park City School Board granted permission to SBSRD to make hardscape improvements in the areas adjacent to bleacher seating and behind backstops. Said improvements to be made at the sole expense of the SBSRD.

In June of 2008, the Park City School Board granted permission to SBSRD for improvement of expanded field space on the south west end of the Pinebrook field. Said improvement to be made at the sole expense of the SBSRD and maintained under the terms of this Agreement.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

Playground
SBSRD will monitor safety and provide weekly inspections and maintenance to the playground equipment and safety surface at no charge to PCSD. Replacement of bark within the fall zone will be provided by SBSRD.

School Facility Maintenance
PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. Repair of joint use areas shared within the school will be in accordance with section 7 of the General Guidelines for Joint Use.

SBSRD will ensure that school facilities utilized for SBSRD programs will be left in substantially the same condition as existed prior to the scheduled activity.

School Facility Scheduling and Hours of Use
SBSRD will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make EHMS facilities available for use by SBSRD on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

EHMS representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the

beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by SBSRD for the benefit of EHMS students.

SBSRD will schedule EHMS gymnasium for indoor Stakeholders use. Any issues with the Stakeholders will by communicated by PCSD to SBSRD who will then talk to Stakeholder. Any fees collected from Stakeholders will belong to SBSRD.

Gym Use

SBSRD shall be entitled to use gymnasium facilities for up to three hundred (300) hours per year at no charge. PCSD will maintain records showing the actual use of the facilities by SBSRD.

PCSD will pay actual utility costs and custodial services for the first three hundred (300) hours of gymnasium use. SBSRD shall bear the cost of custodial or other support staff, which is required or requested by SBSRD in excess of the established work hours of custodial staff.

Aquatic Center

PCSD has adopted the PCSD Administrators' Manual which outlines three priority uses of the Aquatic Center, as follows: (1) District Instructional Facility during the school day; (2) Community Recreation Programs before and after school, evenings, weekends and holidays, and; (3) Home pool for PCHS Swimming.

The Aquatic Center schedule is published on the PCSD website, listing hours for public programs and activities including, but not limited to, Open Swim, Lap Swim, Master Swim, Tiny Tot, and water fitness classes.

School Facility Improvements

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of the SBSRD so that program adjustments can be made.

Compensation Agreement

PCSD will provide SBSRD with use of EHMS school facilities for youth basketball programs and camps held during school break periods at no charge. There will be no charge for other SBSRD programs deemed by the school principal to directly benefit students of EHMS. Consideration of fee waivers for other SBSRD sponsored programs or events approved in response to a facilities request application submitted by SBSRD will be determined on a case by case basis by PCSD.

SBSRD shall bear the cost of custodial or other support staff for its programs, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

At such time PCSD budgets for the resurfacing of the gymnasium floor, PCSD will notify SBSRD so that consideration of a monetary contribution toward the resurfacing may be considered in the budget adopted by the SBSRD.

Field Use Fees will be charged by SBSRD in accordance with fee schedules adopted by the SBSRD. Revenues will be used for upkeep of Field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

SBSRD will utilize Ecker Hill Aquatic Center pool facilities for summer and school break camp activities during open plunge pool hours established by PCSD. SBSRD will pay PCSD on a per participant basis at the established resident rate.

Facility Use Guidelines for Field/Facility Events

Permitting for special events utilizing Field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other EHMS school facilities will be scheduled through PCSD.

SBSRD and Aquatic Center staff will coordinate in the calendaring of special events and activities in an effort to manage parking demands at this site.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-6: TRAILSIDE ELEMENTARY SCHOOL

Lease/Own.
PCSD owns Trailside Elementary (TSE) facilities.

Field Maintenance.
SBSRD shall maintain the playfields, specifically excluding the baseball field, according to field maintenance standards adopted by the SBSRD. SBSRD will pay for all expenses associated with field maintenance activities and repairs within the playfield area except any irrigation or irrigation-associated repairs. PCSD will pay for water.

SBSRD will be responsible for trash removal from the playfield area at TSE to dumpsters at Trailside Park.

In the Spring and Fall, the TSE principal, or designee, will be given the opportunity to review SBSRD parks maintenance schedules and to identify foreseeable conflicts. The Parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with physical education, recess activities and special events.

Field Hours of Use.
PCSD will have exclusive use of the playfields from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless mutually agreed upon with SBSRD.

SBSRD will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the Parties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15 and published school breaks during the academic year.

Field Scheduling and Coordination
Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the Parties.

The Parties will make best efforts to avoid parking conflicts between school functions, playfields, and shared parking at Trailside Park through communication of calendars and development of parking plans by designated staff.

Field Improvements.
Neither PCSD nor SBSRD shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

School Facility Maintenance
PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. Repair of joint use areas shared within the school will be in accordance with section 7 of the General Guidelines for Joint Use.

SBSRD will ensure that school facilities utilized for SBSRD Programs will be left in substantially the same condition as existed prior to the scheduled activity. SBSRD shall bear the cost of custodial or other support staff for SBSRD programs, which is required or requested by either Party in excess of the established work hours of custodial staff.

School Facility Scheduling and Hours of Use
SBSRD will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make TSE facilities available for use by SBSRD on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

TSE representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by SBSRD for the benefit of TSE students.

SBSRD will schedule TSE gymnasium for indoor Stakeholders use. Any issues with the Stakeholders will by communicated by PCSD to SBSRD who will then talk to Stakeholder and promptly resolve the issue to the reasonable satisfaction of PCSD. Any fees collected from Stakeholders will belong to SBSRD.

School Facility Improvements
PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior notification of the SBSRD so that program adjustments can be made.

Shared Parking
SBSRD and PCSD mutually agree to allow shared use of parking under the following terms and conditions. PCSD desires to use property of SBSRD located at 5715 Trailside Drive as a public parking area during PCSD sponsored events. PCSD administrators at TSE shall provide 48 hour notice to SBSRD prior to any school event that may require overflow parking. SBSRD desires to use property of PCSD at TSE as a public parking area at such times the field facility or

gymnasium are programmed by the SBSRD after school hours and on weekends and during non-sessioned school periods.

Compensation Agreement

PCSD will provide SBSRD with use of TSE school facilities for youth basketball programs and camps held during school break periods at no charge. There will be no charge for other SBSRD programs deemed by the school principal to directly benefit students of TSE. Consideration of fee waivers for other SBSRD sponsored programs or events approved in response to a facilities request application submitted by SBSRD will be determined on a case by case basis by PCSD.

SBSRD shall bear the cost of custodial or other support staff, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by SBSRD in accordance with fee schedules adopted by SBSRD. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field/Facility Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other TSE school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-7: JEREMY RANCH ELEMENTARY SCHOOL

Lease/Own.
PCSD owns Jeremy Ranch Elementary (JRE) facilities.

Field Maintenance.
SBSRD shall maintain the playfields according to field maintenance standards adopted by the SBSRD. The SBSRD will pay for all expenses associated with field maintenance activities and repairs within the playfield area except any irrigation or irrigation-associated repairs. PCSD will pay for water.

SBSRD will be responsible for trash removal from the playfield area to dumpsters at JRE.

In the Spring and Fall, the JRE principal, or designee, will be given the opportunity to review SBSRD parks maintenance schedules in order to identify any foreseeable conflicts. The Parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with physical education, recess activities and special events.

Field Hours of Use.
PCSD will have exclusive use of the playfields from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless mutually agreed upon with SBSRD.

SBSRD will have exclusive use of the field during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the Parties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. The school year shall mean that period from August 15 to June 15.

Field Scheduling and Coordination
Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The Parties will make best effort to avoid parking conflicts between school functions and playfields through communication of calendars and development of parking plans by designated staff.

School Facility Scheduling and Hours of Use
SBSRD will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make JRE facilities available for use by SBSRD on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

JRE representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by SBSRD for the benefit of JRE students.

SBSRD will schedule JRE gymnasium for indoor Stakeholders use. Any issues with the Stakeholders will by communicated by PCSD to SBSRD who will then talk to Stakeholder and promptly resolve the issue to the reasonable satisfaction of PCSD. Any fees collected from Stakeholders will belong to SBSRD.

Field Improvements.

Neither PCSD nor SBSRD shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

Compensation Agreement

SBSRD shall bear the cost of custodial or other support staff, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by SBSRD in accordance with Interagency Field Use Policies. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing

PCSD has granted an Access Agreement to SBSRD to the East Canyon trailhead.

EXHIBIT C-8: CITY PARK

Lease/Own
PCMC owns, operates and maintains City Park.

Maintenance
PCMC shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use
Each park amenity and facility has its own hours of operation. City Park is closed from 2 a.m. to 6 a.m.seven (7) days a week.

Scheduling and Coordination
Scheduling of City Park facilities will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Scheduling of City Park facilities (Skate Park, Pavilions, Gazebo Area, Basketball, Jack Sutton Field, Rugby Field, Volleyball and Tennis Courts) will be managed by Park City Recreation. Other than pavilions and volleyball courts on the North End,, the facilities are not generally available for exclusive use with the exception of special events approved by PCMC and programs sponsored by Park City Recreation.

Improvements
PCMC will be solely responsible for all City Park improvements.

Compensation
City Park facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or SBSRD sponsored programs approved by PCMC in response to a facility use application submitted by PCSD or SBSRD.

Facility Use Guidelines for Events
Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-9: CREEKSIDE PARK

Lease/Own
PCMC owns, operates and maintains Creekside Park.

Maintenance
PCMC shall maintain the dirt jump park, facilities and amenities according to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use
Creekside Park is closed from 2 a.m. to 6 a.m., seven (7) days a week.

Scheduling and Coordination
Dirt Jump Park: Park City Recreation sponsored programs have first priority and are the only entity that is permitted to have exclusive use of the facility. Scheduling will be managed by PCMC.

Playground and Pavilion: These facilities are not available for exclusive use.

Improvements
PCMC will be solely responsible for all Creekside Park improvements.

Compensation
Creekside Park facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council.

Facility Use Guidelines for Events
Local and out of area user group events are generally not allowed at this venue.

The facilities are not generally available for exclusive use with the exception of programs sponsored by Park City Recreation.

EXHIBIT C-10: LIBRARY FIELD

Lease/Own
PCMC owns, operates and maintains the Library Field. There is a third-party preservation easement on this parcel that limits potential improvements. This easement is held by Summit Lands Conservancy.

Maintenance
PCMC shall maintain the Library Field to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use
The Library Field is closed from 2 a.m. to 6 a.m., seven (7) days a week.

Scheduling and Coordination
The field is not available for scheduled local or out of area events. The field is unscheduled and open for public use by anyone.

Improvements
PCMC will be solely responsible for all Library Field improvements. Approval is required from Summit land Conservancy

Facility Use Guidelines for Events
Local and out of area user group events are generally not allowed at this venue.

The facilities are not available for exclusive use.

EXHIBIT C-11: PARK CITY MUNICIPAL ATHLETIC & RECREATION CENTER (PC MARC)

Lease/Own
PCMC owns, operates and maintains the Park City Municipal Athletic & Recreation Center (PC MARC).

Maintenance
PCMC shall keep and maintain the PC MARC facility and equipment in good condition and repair, consistent with standards for similar PCMC facilities. PCMC will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service.

PC MARC Scheduling and Hours of Use
PCMC will establish standard hours of operation. Generally, the PC MARC will be open seven (7) days a week, with reduced hours or full closure on holidays, as noticed.

Scheduling will be managed by PCMC. PCMC programs will have first priority. PCSD along with other stakeholders and local residents will have second priority with outside entities having remaining time on a space available basis.

Improvements
PCMC will be responsible for all PC MARC improvements.

Compensation Agreement
PCMC will provide PCSD with use of the tennis facilities for Park City High School Tennis Teams during approved in-season hours as specified in "scheduling and hours of use," above. The courts may be used for team practices at no charge. PCSD will compensate PCMC for match/tournament play at the per court/per hour resident rate.

Use of the PC MARC by Park City High School Athletics during the off-season, or other than established in-season hours of use, will be paid for according to the PC MARC approved fee schedule.

PCMC will provide PCSD with use of facilities for pre-scheduled PCSD gym classes. PCSD will compensate PCMC for facility usage and fees associated with this use.

Consideration of fee waivers for PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case by case basis by PCMC.

PCMC will provide SBSRD use of the PC MARC gymnasium at no charge for a maximum of 130 hours during the months of October through February. This use is for youth recreation basketball programs.

The PC MARC gymnasium & Tennis Courts may be used for special events which may limit public access to these facilities.

PC MARC facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council.

Facility Use Guidelines for Events

The regular and routine business of the PC MARC, Recreation Department and PCMC shall receive primary use including but not limited to open or drop-in play, tournaments, organized programs and community sponsored celebrations.

Additional uses prioritized as follows:

1. Community events or celebrations held specifically for residents of the community.
2. Fundraising activities held to benefit local non-profit organizations
3. Outside uses that would be of a public nature and have an economic benefit to PCMC
4. Outside private uses with restricted admission that would have an economic benefit to the City.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

EXHIBIT C-12: PARK CITY SPORTS COMPLEX

Field Lease/Own.
PCMC owns, operates and maintains Park City Sports Complex. The Deed related to this property limits the use of the property to educational, open and recreation uses.

Field Maintenance.
PCMC shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by PCMC which meet the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with park maintenance activities, repairs, snow removal and water

Snow may be removed from the Sportexe Field at the discretion of the City.

Field Hours of Use.
Park City Sports Complex has four fields of which two have lights. The non-lighted fields will be open from dawn to dusk and the two lighted fields will be open from dawn to 11 p.m., seven days a week.

Lighting Management Plan - Park City Sports Complex –(8-16-06)
The sports lights on fields C and D at the Complex will be operated by Park City Recreation. During daylight savings hours (March to October) no games will be scheduled past 9 p.m. and the game should be completed before approximately 10 PM. The lights will be turned off thirty (30) minutes after the last game, and no later than 11 PM. From November through February the Sportexe (artificial grass) field may be cleared of snow and available for use. If field lights are needed then they must be turned off a half hour after the last scheduled use and no later than 8 p.m.

The parking lot lights are arranged on the site to provide the minimum lighting necessary for ingress and egress to the buildings. The lights at the Ice Rink parking lot and overflow lot will be used every night throughout the year.
The management of all of the lights at the Sports Complex will be subject to change by the Police Chief, Chief Building Inspector, Fire Marshall, Fire Chief, City Manager, and/or City Council and as may be regulated for use by any Federal, State or City codes and ordinances.

Field Scheduling and Coordination
Scheduling of field facilities will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Field Improvements.
PCMC will be solely responsible for all Park City Sports Complex improvements.

Field Compensation
Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or SBSRD sponsored programs approved by PCMC in response to a field use application

submitted by PCSD or SBSRD. PCMC acknowledges the $50,000 gift from the PCSD to help complete the Sportexe field.

Facility Use Guidelines for Events
Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

EXHIBIT C-13: PARK CITY ICE ARENA

Lease/Own.
PCMC owns, operates and maintains the Park City Ice Arena in accordance with the Inter-local Cooperative Agreement for Regional Ice Facility with the SBSRD dated August 26, 2004 (Exhibit G) . The Deed related to this property limits the use of the property to educational, open and recreation uses.

Maintenance.
PCMC shall keep and maintain the Ice Arena and equipment in good condition and repair, consistent with standards for similar PCMC facilities. PCMC will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service.

Scheduling and Hours of Use.
Hours of operation are based on the demand for ice. Generally, the Ice Arena will be open seven days a week, with possible reduced hours or full closure on some holidays and for scheduled maintenance.

Scheduling will be managed by PCMC. PCMC programs will have first priority after events are scheduled. SBSRD along with Stakeholders and local residents will have second priority. Outside entities may use the facility on a space available basis.

Ice programs and ice events sponsored by the facility take priority. All events must comply with the deed restrictions of this property requiring use to be recreational or educational, and with the Ice Strategic Plan adopted by PCMC.

Improvements.
PCMC will be responsible for all Ice Arena improvements.

Compensation Agreement
Use of the Ice Arena by those who live or work in Summit County qualify for local resident rates. Residents of Wasatch Counties also qualify for local rates.

Under the terms of the Interlocal Agreement for Ice, SBSRD will make an annual contribution to the Capital Replacement Reserve Fund. Per Exhibit G1 Letter of Consent: "The District and the City agree to review the amount of annual contribution and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund."

Use of the Ice Arena by Park City School groups will be paid for according to the Park City Ice Arena approved fee schedule.

PCMC will provide PCSD with use of facilities for pre-scheduled PCSD gym classes. PCSD will compensate PCMC for facility usage according to the Park City Ice Arena approved fee schedule.

Consideration of fee waivers for PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case-by-case basis by PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue.

Events will limited to one per month during the peak season (October – March). Events creating significant program interruption will be limited to non-peak seasons (April – September).

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

EXHIBIT C-14: TRAILSIDE PARK

Lease/Own.
SBSRD owns, operates and maintains Trailside Park.

Maintenance.
SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by SBSRD. SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use.
Trailside Park is open dawn to dusk, seven (7) days a week.

Meeting rooms are available 7 a.m. to 10 p.m., seven (7) days a week.

Scheduling and Coordination
Scheduling of field facilities will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the Parties.

Scheduling of the Trailside Park facilities (Bike Park, Skate Park, Pavilions, Tennis and Volleyball courts) will be managed by SBSRD. Other than pavilions, the facilities are not generally available for exclusive use with the exception of special events approved by SBSRD.

PCSD and PCMC may submit a Trailside Meeting Room Request Form for community education based activities according to SRSRD policy. SBSRD will make Trailside meeting facilities available for use by PCSD and PCMC on a space available basis after the scheduling requirements for SBSRD programs have been met. SBSRD will respond as to the acceptance, denial or changes to each request in a timely manner.

Shared Parking
PCSD and SBSRD will make best efforts to avoid parking conflicts between park functions, school functions and shared parking at Trailside Park and/or TSE through communication of calendars and development of parking plans by designated staff.

PCSD and SBSRD mutually agree to allow shared use of parking under the following terms and conditions. PCSD desires to use property of SBSRD located at 5715 Trailside Drive as a public parking area during PCSD sponsored events. PCSD administrators at TSE shall provide 48 hour notice to SBSRD prior to any school event that may require overflow parking.

Improvements.
SBSRD will be solely responsible for all Trailside Park improvements, subject to the Summit County Conditional Use Permit process.

Compensation
Field Use Fees will be charged by SBSRD in accordance with schedules adopted by the SBSRD. Revenues will be used to for upkeep of Field facilities. There will be no charge for PCSD or

PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-15: WILLOW CREEK PARK

Lease/Own.
SBSRD owns, operates and maintains Willow Creek Park.

Maintenance.
SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by SBSRD. SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

SBSRD maintains the winter trails grooming program in and around Willow Creek Park. Budget and weather permitting, SBSRD maintains a portion of the one acre pond for ice skating.

Hours of Use.
Willow Creek Park is open dawn to dusk, seven (7) days a week.
Ice skating/winter pond use/ Nordic skiing are free and open to the public.

Scheduling and Coordination
Scheduling will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Improvements.
SBSRD will be solely responsible for all Willow Creek Park improvements, subject to the Summit County Conditional Use Permit process.

Compensation
Field Use Fees will be charged by SBSRD in accordance with schedules adopted by SBSRD. Revenues will be used to for upkeep of Field facilities. There will be no charge for PCSD or PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue. However, no two out of area user group events will be programmed at this venue on back-to-back weekends.

Due to the proximity of the community-wide trail system to this venue, park and trail events will be managed to avoid potential conflicts.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-16: BASIN RECREATION FIELDHOUSE

Lease/Own.
SBSRD owns, operates and maintains the Basin Recreation Fieldhouse.

Maintenance.
SBSRD shall keep and maintain the Fieldhouse facility and equipment which may now or hereafter be on SBSRD property in good condition and repair, consistent with standards for similar SBSRD facilities. SBSRD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service.

Fieldhouse Scheduling and Hours of Use
SBSRD will establish standard hours of operation. Generally, the Fieldhouse will be open seven (7) days a week, with reduced hours or full closure on holidays, as noticed.

Scheduling will be managed by SBSRD. SBSRD programs will have first priority. PCSD along with other stakeholders and local residents will have second priority with outside entities having remaining time on a space available basis.

During the first quarter of the school year, a SBSRD Fieldhouse representative will meet with the PCHS Athletic Director or designee to review and respond to PCSD facility use schedule requests for the current academic year. The purpose of this review is to accommodate in season PCHS Athletic program practices during the hours of 3:00 – 5 p.m., Monday through Thursday. The PCHS Athletic Director will be responsible for allocating time to in-season PCHS sanctioned sports.

Improvements
SBSRD will be responsible for all Fieldhouse improvements.

Compensation Agreement
SBSRD will provide PCSD with use of Fieldhouse facilities for PCHS sanctioned Athletics at no charge during approved in-season hours as specified in "scheduling and hours of use," above.

Use of the Fieldhouse by High School Athletics during the off-season, or other than established in-season hours of use will be paid for according to the stakeholder fee schedule adopted by SBSRD at the lowest user rate.
SBSRD will provide PCSD with use of Fieldh House facilities for the pre-scheduled PCSD Fifth Grade Track Meet, or for a "rain out" venue on a space available basis at no charge.
Consideration of fee waivers for other PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case-by-case basis by SBSRD.

SBSRD will provide PCMC with use of Fieldhouse facilities as a "rain out' venue on a space available basis at no charge.

SBSRD will support the PCSD Park City High Post High School Special Education Program for students with disabilities use of facilities and job training program at no charge to the PCSD or program participants.

Facility Use Guidelines for Events

1. Programs and special events sponsored by SBSRD will take first priority.
    a. In accordance with CC&R's of the Newpark Development Agreement, SBSRD will utilize the Fieldhouse facility for ten (10) days per calendar year for non-athletic events such as concerts and conventions.

2. PCSD and Stakeholder games/practices will take second priority.
    a. Reservations by Stakeholder groups may be submitted up to six (6) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
    b. All PCSD UHSAA sanctioned sports will be given priority from 3-5 p.m. on Mondays-Thursdays during the school year.
    c. Reservations for Stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.

3. Non-resident groups will take third priority.
    a. Reservations for non-resident groups may be submitted up to three (3) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.

4. A Fieldhouse Use Application and Agreement must be submitted to SBSRD at the time the reservation is made.

    a. **Deposits:** Reservations require a fifty percent (50%) deposit at the time of reservation confirmation.
    b. **Final Payment:** Final payment for facility use is due twenty-four (24) hours prior to occupancy. Special final payment arrangements will be considered at the request of Stakeholder groups reserving large blocks of time.
    c. **Cancellations:** If a reserved facility is cancelled within forty-eight (48) hours prior to use, the entire fee will be forfeited. If, due to unforeseen circumstances, a cancellation is initiated by SBSRD staff, the reservation holder will be given a full refund for that specific date or SBSRD will provide a credit toward a mutually agreed upon future reservation.

5. Proof of local status is required for advanced reservations and to qualify for local user fees.

EXHIBIT C-17: MATT KNOOP MEMORIAL PARK

Lease/Own.
SBSRD owns, operates and maintains Matt Knoop Memorial Park.

Maintenance.
SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by SBSRD. SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

SBSRD maintains the winter trails grooming program in and around Matt Knoop Memorial Park.

Hours of Use.
Matt Knoop Memorial Park is open dawn to dusk, seven (7) days a week.

Scheduling and Coordination
Scheduling will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the Parties.

Improvements.
SBSRD will be solely responsible for all Matt Knoop Memorial Park improvements, subject to the applicable Summit County permit process.

Compensation
Field Use Fees will be charged by SBSRD in accordance with schedules adopted by SBSRD. Revenues will be used to for upkeep of Field facilities. There will be no charge for PCSD or PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue. However, no two (2) out of area user group events will be programmed at this venue on back-to-back weekends.

Due to the proximity of the community-wide trail system to this venue, park and trail events will be managed to avoid potential conflicts.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

Exhibit D
INTERAGENCY FIELD USE POLICIES

Definitions

1. Field Agencies: Those organizations who own, operate and maintain Fields in Park City and the Snyderville Basin:
   (For a complete listing of field inventory see Exhibit A.)

   Park City School District
   Snyderville Basin Special Recreation District
   Park City Municipal Corporation Recreation Services

2. Interlocal Agreement and Joint Use Agreements: An agreement between two (or more) Field Agencies which govern site specific field use policies including, but not limited to application procedures, priority of use, hours of operation and field maintenance responsibilities.

3. Joint Use Committee: A committee comprised of two (2) representatives of each Field Agency, appointed by their respective governing boards, to monitor and make determinations of best management practices related to field use.

4. "Local" User: Groups with a Park City area mailing address, 84060, 84068 and/or 84098. Local Club sports, established as "stakeholders" participating in league play must demonstrate to the Field Agencies that 75% of participants reside within the Park City School District boundaries.

5. "Out of Area" User: Day visitors and corporate groups based outside the boundaries of the Field Agencies. Out of Area Users must apply under the Special Event Application and pay applicable fees.

6. Season: The Field Agencies define the playing season for local sport field use as any consecutive four (4) month time period between mid-April through the third week of October, subject to spring and fall weather conditions. Generally, spring/summer season is mid-April through mid-July; summer/fall season is mid-July through mid-October. Reservations will be considered during this time.

7. Field Rest: A program in which a field may be taken out of play for at least one (1) season or until the field is deemed playable by the Field Agency, up to a maximum length of one (1) year. Rest will be recommended when a field is identified as overused, after all attempts at coring, seeding and other standard agricultural practices have not produced "acceptable grass coverage" because there is not sufficient time for grass to reestablish and mature.

8. Acceptable Grass Coverage: Determination of acceptable grass coverage is based on visual and technical assessment that evaluates turf density, color, cut, moisture level and

compaction. If there is dirt showing, the density of the grass has been reduced to an unacceptable level and field rest or remediation is recommended.

9. Tier System:. The classification of fields by the Field Agencies according to the use, expectation, and impact of play. Parks and Recreation staff will review field classifications annually. Resource allocation can be expected to vary between tiers. The Tier System is designed to selectively raise the quality of specific fields through limited programming and public education. (Ref. Exhibit B, Joint Use Agreement between SBSRD, PCSD, PCMC, amended April, 2012.)

10. Cancellation Matrix: A decision matrix designed to establish consistency between the Field Agencies in considering alternative courses of action prior to the decision to cancel a scheduled game due to inclement weather (attached as Exhibit B). The Field Agencies acknowledge variations between the venues that may factor into the decision, including micro-climates and field drainage.

Purpose

The Field Agencies established these policies to guide Parks and Recreation personnel in field management practices. The Field Agencies may alter, change, and add any rules they deem necessary to provide all citizens and field user groups of the greater Park City area high quality facilities and to protect the public. Failure to follow these policies or any Field Agency policy could result in the field user group being held financially responsible for damages, or the loss of reservation privileges and facility use.

General Policies

1. Reservation policies for field use are site specific and may be governed by interlocal agreements or joint use agreements between the Field Agencies.

2. The Field Agencies believe that it is in the best interests of all field users to define scheduling priorities for use of Fields.

    2.a. Programs and special events sponsored by the Field Agency(s) will take first priority.

    2.b. Local club sports (Stakeholders) and local private groups will take second priority.

        2.b.1. Reservations for local private groups may be submitted no earlier than January 1st. Schedules will be confirmed no earlier than March 15th. Tournaments and qualified special events may be scheduled up to one (1) year in advance through the Special Event Application, or as otherwise provided for in contracts negotiated with the Field Agency(s). It is the policy of the Field Agencies to consider the prior year's field use history for

special events, recreation programs and local club practice and game schedules.

2.b.2. Reservations for local club sport practice and games may be submitted to the Field Agencies when schedules become available to the local club. It is the responsibility of each club to provide game schedules to the entity overseeing the Fields it will be using. Schedules will be confirmed within seven (7) working days of the request, provided that seasonal fees have been paid by the club.

2.b.3. Generally, club sports considered to be in their "competitive season" will take priority over those requesting reservations "off-season."

2.b.4. Scheduled games will take priority over practices.

2.c. " Out of area" groups will take third priority.

2.c.1. Reservations for Out of Area groups will be taken by the Field Agencies beginning the first week of March, during regular business hours and confirmed by March 30.

2.c.2 If an out of area group has been recognized as a contributor to economic development of the greater Park City area, special consideration may be given for advanced bookings negotiated between one or more Field Agencies, subject to the approval of each jurisdictional authority.

2.d. Unscheduled play will be on a "first come, first served" basis.

3. A Field Use Application and Agreement must be submitted to the Field Agency(s) at the time the reservation is made. Payment must be made at the time of reservation confirmation.

3.a. Separate application and applicable payment must be made to reserve park pavilions and/or to schedule a special event, including tournaments.

4. Proof of local status is required for advanced reservations and to qualify for local user fees.

5. All groups are encouraged to schedule their field use time realistically, allowing for sufficient warm up periods and consideration for game "over time."

6. In an effort to maintain optimum sport field conditions, it is the policy of the Field Agencies to establish field rotation schedules and enforce periods of "rest" for Field facilities.

6.a. The Joint Use Committee established by the Agencies, in consultation with the programming subcommittee established by the Agencies, will determine field rotation schedules based on reservation requests, impact and utilization of field user groups.

6.b. Practice areas may be established by the Field Agencies for the purpose of preventing game field damage due to overuse. Stakeholders scheduling practices between league play will be directed to designated practice areas to preserve condition of the game field.

6.c. Reservation schedules will respect those fields classified at rest.

6.d. Local users found in violation of rest periods may lose reservation privileges.

6.e. It is the policy of Field Agencies to schedule periods of maintenance for Field facilities during regular business hours.

6.e.1. Field maintenance activities on PCSD joint use fields will be coordinated between parks maintenance personnel, physical education teachers, and after school athletic program representatives in the interest of safety and in order to reduce user conflict.

6.f. The established maintenance/prep window between special events is site specific. Up to three (3) days may be set aside, depending on the nature of the event, for purposes of mowing, pressure washing, placement of trash receptacles/removal of trash, irrigation check and adjustments, stocking of restroom supplies, field lining/prep, and safety checks (goals, bleachers, etc.).

7. The Field Agencies have adopted the cancellation policies set forth below.

7.a. Cancellation within fourteen (14) days will result in forfeiture of the reservation fee. Refunds will NOT be returned to Applicants who do not use their reservation and fail to cancel as stipulated above.

7.a.1. The cancellation provision stated in section 8.a. does not apply to local club sports having pre-scheduled their competitive season with the Field Agencies.

7.b. Reservations may be canceled by the Field Agencies at any time due to wet field conditions that (i) are considered to be “hazardous” to participants, or (ii) may result in excessive turf damage, according to the decision matrix attached as Exhibit B.

7.b.1. The Field User and/or its coach(s) shall check each Field for safety before its use, and shall not permit play under conditions which are unsafe. The user shall promptly notify the Field Agency of any unsafe conditions.

7.b.2. In the case of wet turf conditions, it will be the responsibility of the Field Agency designee to assess field conditions and determine if play is allowed according to the cancellation matrix (Exhibit B). The decision of the Field Agency designee will be final.

7.b.2.1. Field cancellation decisions will factor in the importance of the game (i.e., playoff, or other need to complete the game), travel distance, and timing of closure in relation to game time and travel distance.

7.b.3. It is the responsibility of the game official to make decisions related to field safety/playability, according to the standards of the sport.

7.c. Re-scheduling of any game or event is the responsibility of the user. The reservation holder is encouraged to call as soon as possible to determine available dates. Generally, confirmed field reservations take priority over games or events to be rescheduled. Games or events to be rescheduled will take priority over field time reserved for practices.

7.d. Generally, reschedules take place with the same priority as original scheduling.

7.e. A local user group may request a variance from these Field Use Policies. In consideration of the request, the Field Agency(s) may agree annually to certain terms to confirm the provisions of field reservations, guarantees, inspections, use restrictions, insurance, damage deposit and financial responsibility for turf repair associated with use of fields during poor weather conditions by the user group during its season.

8. In the event of a rain delay or other scheduling conflict due to unforeseen circumstances, a reasonable amount of time will be granted for game completion. Delays in accessing Field due to weather or field conditions will generally move all schedules by the amount of original delay. It will be up to the scheduling parties, be they public recreation program, school group, club sport, or private party, to use best efforts in negotiating a compromise acceptable to all parties on site.

9. It is the policy of the Field Agencies to assess fees in an effort to offset direct costs of field operations and maintenance. Field use fees adopted by the Field Agencies will be published annually. For field reservations outside of scheduled league play, the following policies will apply.

9.a. Fees are assessed according to the fee schedule and are due within seven (7) days of confirmation. No refunds will be granted for reserved time that goes unused.

9.b. A security deposit of fifty percent (50%) of the total rental fee will be required for special events and tournaments and will be due upon confirmation of the application.

9.c. Person(s) securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean-up as needed.

9.d. Refunds will be granted in the event the reservation is canceled by the Field Agency, or when the game is called by the officiating referee.

9.e. Church and civic groups are subject to the same "Local" and "Out of Area" user fees published in the Field Agencies' fee schedules. Fee waivers are up to each individual Field Agency.

9.f. Individuals or groups who wish to use the facilities to host tournaments, camps or special events shall follow the application and permitting process established by the Field Agency(s) as detailed in the Site-Specific Policies (Exhibit A).

10. Regulations.

10.a. Hours of Use. Parks are open for use during daylight hours or extended hours if the park has lights, as published in the Site-Specific Policies (Exhibit A). No reservations will be made before or after these times.

10.b. Supervision. All persons using the Fields shall be supervised by the User, or designee, at all times covered by the Field Agreement. Supervisors(s) must identify themselves as such to Field Agency personnel when asked.

10.c. Conduct. No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on property of the Field Agencies. Verbal or physical abuse of Field Agency staff, coaches, players, game officials and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately and future use may be jeopardized.

10.d. Field modifications. Any modification to the Fields must first be approved by the Field Agency, including but not limited to placement of soccer goals, changing the shape of fields, or setting up of any temporary or permanent structures. All temporary shade structures must be approved by the Field Agencies and properly secured to the ground with either stakes or sandbags. Staking of temporary tents is prohibited on synthetic fields.

10.e. Damage and Clean up. The User shall require that all persons it is responsible for (coaches, players, spectators, and others) use the fields in a safe, prudent, and responsible manner and only for their usual and intended purpose. The User shall be liable for any damage (other than ordinary wear and tear) resulting to the Fields, including pavilions, restrooms and improvements adjacent to the Fields by either the User or the persons it is responsible for supervising. The User shall leave the Fields in a clean and orderly condition. All trash shall be disposed of properly and all equipment shall be returned to its designated location.

10 f. Sponsorship. The User shall not represent or imply that the Field Agency in any way sponsors, supports, or endorses the activity for which the Fields are to be used without the express written consent of the governing board of Field Agency, or designee. All sponsorship signage must be approved by the individual Field Agency.

10.g. Concessions. All concessions and fund-raising activities conducted on or adjacent to Fields rented in this agreement shall be subject to licensing and permitting through Summit County or Park City Municipal Corporation, depending on the venue.

10.h. Alcohol and Tobacco. Alcoholic beverages are prohibited at all PCSD and SBSRD Fields and Facilities.

10.i. Drugs. No person shall possess or use any illegal drugs within boundaries of any and all Fields and Facilities of any Field Agency.

10.j. Pets. All pets must be kept off any game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six foot (6') leash maximum) and under the control of the owner. Owners must be "in possession" of the dogs (physically holding on to the leash) and dogs may not be tethered to trees or park equipment. Pet owners are responsible for all actions of their dogs (cleaning up after their animal, biting, rough play, etc.) and also must abide by the rules of Summit County, with the specific exception that a physical leash is required on fields due to the nature of the activities on the fields. Owners must be present with their pets at all times in off leash areas which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No pets are permitted on synthetic turf fields. The Field Agencies are not responsible for the actions of any dog or owner and reserve the right to ask an owner to remove his/her pet, and self, if any of the above rules are violated. No hooved animals are allowed in any Field or Facility.

10.k. Noise. These policies do not grant permission to amplify sound or music. Special permission may be granted by the Field Agencies based on the type of event, time and place an event occurs. All Users must abide by the appropriate noise ordinance in effect in either Park City or Summit County.

10.l. Parking. Parking is not exclusive to permit holders. No parking is allowed on grass. Cars parked in posted fire lanes or bus turnouts will be ticketed or towed.

10.m. Fires. Fires within boundaries of the Fields or Facilities are prohibited, with the exception of propane barbecues or in pavilion areas where grills are built in.

10 n. Lightning. Field users should exercise discretion in the presence of lightning and seek shelter in automobiles or nearby buildings. Do not seek shelter from lightning under metal pavilions.

10.o. Lost and Found. The Field Agencies are not responsible for personal property that is lost or stolen. A "lost and found" is maintained by each Field Agency. Items will be kept a maximum of thirty (30) days.

Site Specific Policies

Ecker Hill Middle School, Trailside Elementary School, Jeremy Ranch Elementary School

Field use at the Ecker Hill Middle School is governed by an Interlocal Agreement between Snyderville Basin Special Recreation District (SBSRD) and Park City School District (PCSD). Field use at Trailside and Jeremy Ranch Elementary Schools is governed by the Joint Use Agreement for Recreation.

Once schedules are approved by the Joint Use Committee for any particular period, that schedule shall supersede the calendaring priorities below.

PCSD has scheduling priority on all PCSD fields from 6:00 am through 4:00 pm, Monday through Friday each week during the school year (August 15-June 15). During this time period, a "Request for Use of School Facilities" must be filled out and submitted by the fifth of the month one (1) month prior to usage. For more information, call (435) 645-5600.

PCSD will refer reservation requests for "non-school" hours at Ecker Hill Middle School to SBSRD for calendaring and collection of fees.

SBSRD has scheduling priority on all PCSD fields from 4:00 pm - 6:00 am, Monday through Friday, and all day Saturday and Sunday during the school year. SBSRD also has scheduling priority during school vacations.

A "Field Use Application" must be filled out and submitted to SBSRD to reserve field space for practices and standard game schedules.

An "Event Application" must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

Consider yourselves guests of PCSD and act accordingly. At no time should vehicles enter a schoolyard during school hours, unless permission is granted by PCSD. All vehicles shall remain in areas designated as school parking. No parking is allowed on grass. Fire lanes are strictly enforced. Failure to comply with this regulation could result in loss of field use for all leagues.

Note: Alcohol and tobacco are prohibited at these sites.

Trailside Park , Willow Creek Park, Matt Knoop Memorial Park

Trailside Park, Willow Creek Park and Matt Knoop Memorial Park are owned, operated and maintained by SBSRD. A "Field Use Application" must be filled out and submitted to SBSRD to reserve field space for practices and standard game schedules. An "Event Application" must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

In accordance with Summit County Ordinance #309, Section 27, no person shall possess or use any alcoholic beverages within the park area except as allowed by a permit issued by the Summit County Manager and with the prior written approval of the SBSRD.
Golfing is prohibited.

City Park, Park City Sports Complex

City Park and Park City Sports Complex are owned, operated and maintained by Park City Municipal Corporation (PCMC). A "Field Use Application" must be filled out and submitted to the Park City Recreation to reserve field space for practices and game schedules. A "Special Event Application" and "Master Festival License" must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

All concessions and fund-raising activities conducted on or adjacent to Park City fields rented shall be subject to licensing and permitting through PCMC.

Alcohol is not permitted at youth activities.

The following rules apply to the artificial turf field at Park City Sports Complex:
Remove mud from shoes prior to entering artificial turf field. No dogs allowed. Tobacco products, sunflower seeds, and gum are prohibited. Tents and shades are prohibited unless anchored by sandbags (no stakes). Golfing is prohibited.

Park City High School , Treasure Mountain Junior High School, North 40

Field use at Park City High School (PCHS), Treasure Mountain Junior Hight (TMJH) and North 40 fields are governed by an Interlocal Agreement between PCMC and PCSD.

All PCHS athletic events are scheduled first and those schedules shall supersede the calendaring priorities below.

PCSD has scheduling priority on all PCHS, TMJH and North 40 fields from 6:00 am through 4:30 pm, Monday through Friday each week during the school year (August 15-June 15). During this time period, a "Request for Use of School Facilities" must be filled out and submitted by the fifth of the month one (1) month prior to usage. For more information, call (435) 645-5600.

The School DistrictPCSD will refer reservation requests for "non-school" hours at PCHS, TMJH and North 40 fields to Park City Recreation for calendaring and collection of fees.

Park City Recreation has scheduling priority on all PCHS, TMJH and North 40 fields from 4:30 pm - 6:00 am, Monday through Friday, and all day Saturday and Sunday during the school year. Park City Recreation also has scheduling priority during school vacations.

A "Field Use Application" must be filled out and submitted to Park City Recreation to reserve field space for practices and standard game schedules.

A “Special Event Application” or “Master Festival License” must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

Consider yourselves guests of PCSD and act accordingly. At no time should vehicles enter a schoolyard during school hours, unless permission is granted by PCSD. All vehicles shall remain in areas designated as school parking. No parking is allowed on grass. Fire lanes are strictly enforced. Failure to comply with this regulation could result in loss of field use for all leagues.

Note: Alcohol and tobacco are prohibited at these sites.

Dozier Field at PCHS

Field use at PCHS’s Dozier Field is governed by PCSD. Synthetic turf requires special care therefore use of Dozier Field is carefully evaluated and monitored annually. PCSD scheduling administrator and PCHS Administration will conduct an annual review in determining what uses can be accommodated.

Priority 1 uses: UHSAA-PCHS sports activities for afterschool use (including practices and games), PCHS physical education classes and other high school events.

Priority 2 uses: Non-UHSAA PCHS club athletic teams, PCMC/SBSRD sponsored athletic games and practices, and community sponsored club sports.

Priority 3 uses: Other PCSD and community uses will be evaluated on an individual basis by the PCHS administration in conjunction with the PCSD Buildings and Grounds supervisor.

Uses not authorized: Any activity, including high school classes and teams that would require use of unauthorized equipment that could damage the synthetic turf surface, or any uses that can better be accommodated a different location.

Parking for users at Dozier Field is limited to the parking lots which are marked for parking. Cars parked on the horseshoe (fire lane) at the back side of PCHS will be towed. The gates on the Lucky John side of the field will not be opened for non-school events. Participants should not park on Lucky John Drive without permission of PCMC and PCSD.

The following rules apply to the artificial turf field at Dozier Field:
Remove mud from shoes prior to entering artificial turf field. No dogs allowed. Alcohol, tobacco products, sunflower seeds, and gum are prohibited. Tents and shades are prohibited (no stakes). Golfing is prohibited.

Note: Alcohol and tobacco are prohibited at this site.

EXHIBIT D-A: FIELD INVENTORY

Facilities by location are summarized below. This inventory includes all possible fields and use designations at a given site. Thus, even though a location may be listed with soccer, football and baseball facilities, or several size soccer fields, it is not always possible for these to be used concurrently as the fields often overlap and are slated for multiple purposes. The particular configuration of fields varies by season.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT SITES:

Trailside Park

- 2 full size soccer fields

Willow Creek Park

- 3 full size soccer/multiuse fields

Matt Knoop Memorial Park

- 1 full size artificial turf soccer/multi-use field

PARK CITY SCHOOL DISTRICT/BASIN RECREATION DISTRICT SITES:

Ecker Hill Middle School

- 2 youth baseball/adult softball fields
- 5 full size soccer fields
- 3 football fields

Trailside Elementary

- 1 youth baseball/softball field
- 1 practice/multiuse field, 90 x 60 yds.

Jeremy Ranch Elementary

- 1 U8 soccer field

PARK CITY SCHOOL DISTRICT/PARK CITY MUNICIPAL FIELD SITES:

North 40

- 2 full size soccer fields

High School

- 1 full size baseball field
- 1 youth baseball field (by McPolin Elementary)
- 1 full size softball field

Dozier Field

- 1 full size artificial turf football, soccer, lacrosse field with lights, bleachers
- 1 track

Treasure Mountain Middle School

- 2 full size softball/youth baseball fields
- 2 U10 soccer fields
- 1 medium-full size baseball field

PARK CITY MUNICIPAL CORPORATION FIELD SITES:

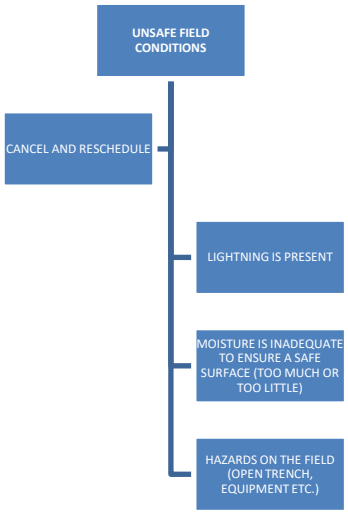
City Park

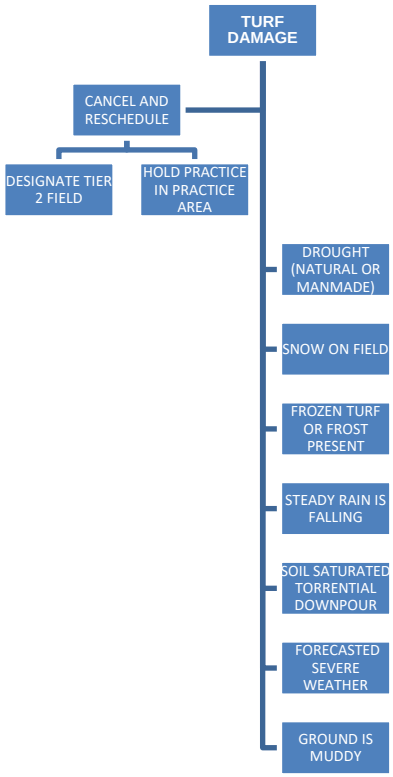
- 1 softball field – with lights
- 1 multi-use soccer, rugby, lacrosse overlay field

Park City Sports Complex

- 3 full size soccer/lacrosse fields (one artificial turf)
- 1 U10 soccer field
- 3 softball fields

EXHIBIT D-B
FIELD CANCELLATION MATRIX





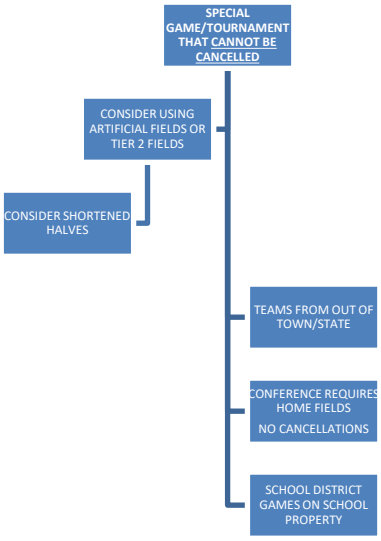

SPECIAL GAME/TOURNAMENT THAT CANNOT BE CANCELLED
CONSIDER USING ARTIFICIAL FIELDS OR TIER 2 FIELDS
CONSIDER SHORTENED HALVES
TEAMS FROM OUT OF TOWN/STATE
CONFERENCE REQUIRES HOME FIELDS
NO CANCELLATIONS
SCHOOL DISTRICT GAMES ON SCHOOL PROPERTY

EXHIBIT E

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

LEASE AND AGREEMENT FOR USE OF SCHOOL FACILITIES FOR RECREATION

THIS LEASE AND USE AGREEMENT (Agreement) is made and entered into this 20th day of Nov., 1990 by and between Park City, a Municipal Corporation ("City") and the Park City School District ("District").

IN CONSIDERATION of the mutual promises and other considerations expressed herein, the District and the City agree as follows:

1.0 Premises.

The property covered by this Agreement consists of real property in Park City, Summit County, Utah commonly known as school fields, the legal description of which is set forth in Exhibit "A."

2.0 Lease of Premises and Rent.

The District hereby leases the Premises to the City for one (1) dollar per year, payable in advance, subject to the conditions and restrictions of this Agreement.

3.0 Use of Premises.

(a) The City shall use or cause the Premises to be used for public recreation programs and the construction, renovation and maintenance of facilities for such programs.

(b) The City shall secure written approval according to procedures described in paragraph 5.0 from the District for new facilities (not renovation or maintenance) prior to commencing construction.

(c) The City shall have the responsibility for scheduling use of the recreation fields and improvements.

(d) The District shall be assured priority in the use of the recreation fields for official school purposes by permitting the District to reserve space in advance of the City or other groups and scheduling City activities around the times school is in session.

(e) The District may displace recreation improvements for the construction or development of any school facility provided that the District gives the City twelve (12) months written notice of its intent to displace the improvements and compensates the City for the current value of improvements. The value may be established by mutual agreement or independent appraisal.

(f) The City shall be responsible for the Leased Premises at all times when the premises are not used by the District or its agents. The City expressly assumes the risk, obligation and liability in connection with the Leased Premises except for those times during which the District is scheduled to use the Leased Premises or any part thereof.

(g) The Premises constitute a non-public forum and any use of the Leased Premises for other than District sponsored programs and Park City sponsored recreation programs is subject to approval by the Park City School District Board of Education.

4.0 Term.

(a) Subject to prior termination, as provided, the term shall be thirty (30) years commencing November 8, 1990.

(b) The City, at its sole discretion, may extend the term by twenty (20) years by providing notice to the District of its intent to extend by November 8, 2019.

5.0 Construction and Renovation.

(a) By November 8, 1991 and prior to any major construction, the City shall submit to the District a tentative schedule of improvements and construction.

(b) The City shall not commence construction of new facilities or demolition of existing structures or improvements without prior written consent from the District, which consent shall not be unreasonably withheld.

(c) Once construction is commenced, the City shall diligently pursue completion of the project or phase of construction.

(d) The City shall have the sole and exclusive duty to manage any construction of facilities or improvements on the Leased Premises during the term of the Lease.

(e) Prior to any improvements or construction on the Leased Premises, the City shall submit to the District complete specifications identifying the improvements or construction contemplated by the City and, if possible, plans to be used in connection with the improvement or construction.

(f) The City shall be responsible for managing construction and shall not abandon the construction and shall obtain and commit sufficient money to ensure that the improvements or construction are completed prior to the end of the term of this Agreement. In the event that this Agreement is terminated due to the City's failure to perform the provision of this Agreement during the lease term, the City shall have the responsibility to complete the construction and improvements at its sole cost.

(g) The City hereby agrees that it will expend at least the total sum of $1,000,000.00 over the term of this Agreement. The City shall expend at least $25,000.00 for each year until the City has expended at least $500,000 after which the City need not expend $25,000.00 per year but shall remain obligated to expend at least the total amount of $1,000,000.00 over the first ten years of the term of the Agreement to complete improvements to the Leased Premises. The City agrees that this

provision is material and any breach of this provision shall be grounds to terminate this Agreement within the School District's sole discretion.

6.0 Maintenance and Repairs.

The City shall keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment which may now or hereafter be on the premises in good condition and repair, consistent with standards for similar City facilities.

7.0 Utilities and Refuse.

(a) The City shall be entitled to use gymnasium facilities in the Leased Premises for up to 300 hours per year and the District shall pay actual utility costs for these first 300 hours. The School District shall maintain records showing the actual use of the facilities by the City. However, the City shall pay the utility costs at the rate of $13.50 per hour by the City after the first 300 hours as shown on the School District's records. The City also shall pay actual utility costs for use of the forum and wrestling rooms at Treasure Mountain Middle School for all adult programs in addition to payments for the gymnasium facility. Utility cost for student related programs will not be charged. Every two years the utility rate will be adjusted to reflect the actual costs to the School District.

(b) The City shall arrange and pay all costs for the timely and efficient collection of all refuse from the premises.

(c) The City shall have the sole responsibility to pay operating expenses for the Leased Premises during the term of this Agreement, including janitorial, utilities, garbage collection, repairs and maintenance.

(d) The City shall pay and provide for the maintenance, repair and operation of the Leased Premises during the term of the Lease.

8.0 Indemnification and Insurance.

(a) Each party covenants and agrees to indemnify, hold harmless and defend the other, its agents and employees from all fines, suits, claims, demands and actions of any kind and nature, including attorney's fees, by reason of any and all of the uses or operations hereunder. The City and District agree to assume all the risks in the operation of their own recreation programs and facilities hereunder and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property. City agrees to indemnify, hold harmless and defend School District, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions hereunder or the operation of the City's recreation programs on said premises. The School District agrees to indemnify, hold harmless and defend City, its agents and employees

from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of its use of the Premises.

(b) Each party shall maintain Public Liability Insurance to protect patrons and participants on the premises. Each party shall carry a policy of general liability insurance in an amount of at least $1,000,000 per person and $1,000,000 per incident or occurrence. The City shall be named as an additional insured on the School District's policy and the School District shall be named as an additional insured on the City's policy. A certificate of insurance with a 30-day cancellation notice provision shall be provided to each party on or before the lease commencement date and be maintained continuously during the term of this lease. In addition to the liability insurance set forth above, the School District will procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its improvements, fixtures and equipment to the full insurable value of the same and will furnish the City with evidence of such coverage. The City shall likewise procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its leasehold improvements to the full insurable value of the same and furnish the School District with evidence of such coverage. Each party may carry whatever additional insurance they deem appropriate.

9.0 Title of Improvements.

Any improvements constructed on the Premises by the City which constitute "fixtures" shall be the property of the District and shall become the District's property at the conclusion of this Agreement without compensation to the City. "Fixtures" as used herein shall mean any improvement which cannot be removed from the Premises without some damage to the existing walls, floors, ceilings or other parts of existing structures. Any improvements to the Premises installed by the City which do not constitute fixtures shall be the property of the City upon termination of this Agreement and the City shall be entitled to remove such improvements without compensation to the District. Upon termination of this Agreement, the City may remove fixtures only upon receipt of prior written approval from the District. As a condition to removal of any improvement by the City, the City shall restore the Premises to the same condition as before the improvement in question was made.

10.0 Other Obligations of the District.

(a) Commencing November 8, 1990 and continuing through the term of this Agreement the District will permit the City free use of school buildings for recreation programs except as described in 7.0 above.

(b) The District shall schedule use of school buildings to avoid conflict with school programs and other commitments while assuring reasonable access to school buildings for recreation programs.

(c) The District shall provide for utilities and janitorial services for the buildings during normal uses by the City. If requested by the District, the City will be responsible for opening and closing the buildings and general clean-up following City use. If City use results in damages requiring repairs

in excess of $25.00 the City shall reimburse the District for their actual cost to perform said repairs.

11.0 Joint Use Committee.

(a) The City and District shall establish a committee to advise on the operation of this Agreement including the design, scheduling and use of facilities addressed in the agreement. This committee, which shall be known as the Joint Use Committee (Committee), shall consist of two District representatives and one citizen appointed by the District and two City representatives and one citizen appointed by the City. The Committee shall meet annually in May and other times as may be necessary.

(b) In the event that Summit County (the "County") desires to use the Leased Premises for any purpose consistent with Paragraph 3.0(g) of this Agreement, the City shall grant priority scheduling to the County as requested subject only to use by the School District first and/or the City second but before all other persons and/or entities that may desire to use the Leased Premises.

12.0 Default.

(a) The City shall be in default of this Agreement if it does any one of the following:

(1) Fails to keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment in good condition and repair as required under paragraph 6.0 of this Agreement after receiving 15 days prior written notice to correct or repair as required.

(2) Abandons use of the premises for the period of twelve (12) months.

(3) Fails, after ninety (90) days written notice from the District, to perform or observe any condition or obligation of this Agreement.

(4) Fails to expend at least $1,000,000.00 toward capital improvements by November 8, 2000, as provided in Paragraph 5.0(g).

(b) The District will be in default of this Agreement if it fails, after ninety (90) days written notice from the City, to perform or observe any condition or obligation of this Agreement.

(c) In the event of default by any party, the non-defaulting party may demand for cure, seek specific performance, rescission or any other equitable or legal remedy. In the event a civil action is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its costs of suit, including a reasonable attorney's fees.

13.0 Notice.

Notice required by this Agreement may be given by mail, postage prepaid, to the following addresses and will be deemed to have been given when posted, properly addressed as follows:

Park City School District
Attention: School Superintendent
1250 Iron Horse Drive
P.O. Box 680310
Park City, Utah 84060

Park City Municipal Corporation
Attention: City Manager
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

14.0 Complete Agreement.

This Agreement and the exhibit attached hereto constitute the entire agreement of the parties hereto with regard to the matters addressed herein. This Agreement and its Exhibit may be amended only by written agreement of the parties, signed by both parties hereto. No action or inaction of the parties shall constitute waiver, amendment or modification of the terms of this Agreement without a written, mutually signed amendment.

15.0 Severability.

In the event a portion or portions of this Agreement are adjudged to be void or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

16.0 Authorization.

The minutes of the respective Board meetings of the City and the District authorizing this Agreement are attached hereto as an Exhibit.

DATED this 20th day of Nov, 1990.

PARK CITY MUNICIPAL CORPORATION

Bradley A. Olch

Mayor Bradley A. Olch

Attest: Anita L. Sheldon

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

The foregoing Agreement was acknowledged before me on the 20th day of Nov. 1990 by Bradley A. Olch, Mayor of Park city Municipal Corporation.

Anita Colette
NOTARY PUBLIC
Residing at Park City, Utah

NOTARY PUBLIC
ANITA COLETTI
STATE OF UTAH

My Commission Expires:
9/1/91

DATED this 13th day of Nov., 1990.

PARK CITY SCHOOL DISTRICT

Eugene S. Lambert
By: Eugene S. Lambert
Its: Board of Education President

Notary Public
SANDRA HALL
1149 Park Ave. Bx 285
Park City, Utah 84060
My Commission Expires
November 1, 1992
State of Utah

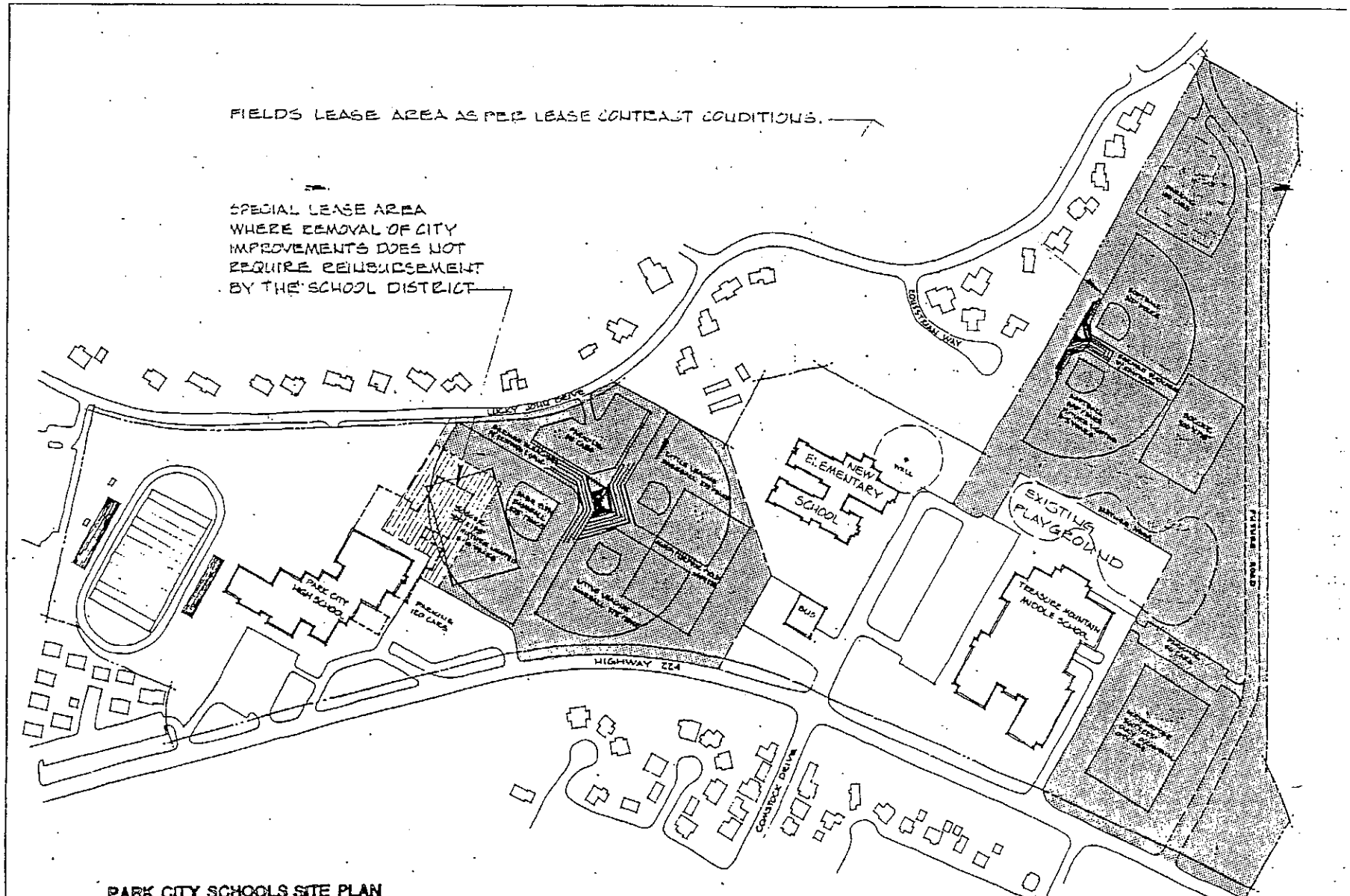
STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

The foregoing Agreement was acknowledged before me on the 13th day of Nov., 1990 by Eugene S. Lambert, the Board of Education President of the Park City School District.

Sandra Hall
NOTARY PUBLIC
Residing at Park City, Utah

My Commission Expires:
Nov. 1, 1992

d:\bto\1032-01\1032-01.22A



PARK CITY SCHOOLS SITE PLAN

SCALE 1"=100'

NORTH ⊗ SCHEME 'A' CONCEPT

DESIGN BY JW HARRINGTON - PARK CITY MUNICIPAL CORPORATION

RECREATIONAL FIELDS LEASE EXHIBIT A

FIELD LOCATIONS AND FACILITIES ARE SHOWN FOR GENERAL AREA DETERMINATION ONLY. ACTUAL IMPROVEMENTS MAY BE SUBSTANTIALLY DIFFERENT.

Resolution No. _____

RESOLUTION ADOPTING AND TRANSMITTING THE TENTATIVE CONSTRUCTION SCHEDULE FOR THE SCHOOL FIELDS TO THE PARK CITY SCHOOL DISTRICT AND DESCRIBING A PROCESS FOR CONTINUING DISCUSSION OF RECREATION AND FIELDS NEEDS

WHEREAS, Park City recognizes and promotes the importance of recreation; and

WHEREAS, the recreation programs that Park City organizes and manages have grown substantially over the past several years, which growth is expected to continue; and

WHEREAS, the availability of City-owned recreation fields is severely limited, and these fields are presently used at or over capacity, and the City, recognizing this situation, has entered into a lease agreement with the Park City School District to improve and jointly use a portion of their lands within Park City; and

WHEREAS, the lease agreement contemplates and specifies $1,000,000 in improvements to the School District's lands over a 10 year period, with a minimum of $25,000 being spent in any given year; and

WHEREAS, the City formed a fields master planning committee composed of representatives of the City and School District, County, wetlands, and neighborhood representatives, and hired a professional consultant to make recommendations on how the leased property should be developed, and these plans have been extensively discussed at public meetings; and

WHEREAS, the City, recognizing the conflicting demands of many of the parties and neighbors requested its Parks, Recreation and Beautification Advisory Board to independently review the plans, solicit public input, and make recommendations to the City Council; and

WHEREAS, the Parks, Recreation and Beautification Advisory Board has submitted formal comments and recommendations, dated December 13, 1991, to the City Council which warrant more detailed analysis and review by the City Staff and City Council; and

EXHIBIT F

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

LEASE AND AGREEMENT
FOR USE OF
SCHOOL FACILITIES FOR RECREATION

THIS LEASE AND USE AGREEMENT (Agreement) is made and entered into this 10th day of December, 1996 by and between Snyderville Basin Special Recreation District ("SBSRD") and the Park City School District ("District").

WHEREAS, the District is the owner of certain parcels of land upon which it intends to build school fields, and

WHEREAS, the SBSRD is desirous of having recreational facilities and sports fields, and

WHEREAS, the District is desirous of having the SBSRD pay for the construction of the facilities, in exchange for a long-term lease of the sport fields, and

WHEREAS, the District is desirous of constructing such facilities and utilizing them for the benefit of the District and SBSRD, and

WHEREAS, the District is building a larger pool and better facilities for SBSRD use in consideration of SBSRD's contribution to the District's construction costs;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and other considerations expressed herein, the District and SBSRD agree as follows:

1. **Premises.**

The property covered by this Agreement consists of real property in Summit County, Utah commonly known as school fields, the legal description of which is set forth in Exhibit "A". Fields A & B and excess land that the SBSRD has the option to construct additional facilities

on Exhibit A shall be leased to the SBSRD. (The "Leased Premises".) Exhibit B sets forth Fields C & D.

2. **Lease of Premises and Rent.**

The District hereby leases the Leased Premises to SBSRD for one (1) dollar per year, payable in advance, subject to the conditions and restrictions of this Agreement.

3. **Use of Leased Premises.**

(a) The District shall cause the construction of facilities for public recreation programs in accordance with Exhibit C which is the specifications for the construction of facilities on Exhibit A and B together with improvements described in Paragraph 5(g) (1), (2), (3) & (4) below.

(b) The District shall secure written approval according to procedures described in paragraph 5 from SBSRD for construction of new facilities (not renovation or maintenance) prior to commencing construction.

(c) The SBSRD shall have priority over all users with respect to fields A and B.

(d) The District shall have priority over all users with respect to fields C and D.

(e) The SBSRD and the District shall have use of the fields in accordance with the Joint Use Agreement of even date herewith and in accordance with paragraph 8 of that Agreement and such further agreements between the parties.

(f) SBSRD shall be responsible for the Leased Premises at all times when the Leased Premises are not used by the District or its agents. SBSRD expressly assumes the risk, obligation and liability in connection with the Leased Premises except for those times during which the District is scheduled to use the Leased Premises or any part thereof.

(g) The parties agree to enter into a Joint Use Agreement within ninety (90) days of the execution of this Lease Agreement which shall set forth the terms and conditions by which the parties shall utilize fields A, B, C & D, the priority of the District and SBSRD as to each field, the procedure for allocation of time on the fields, the allocation of costs and expenses related to repair, maintenance and upkeep of the field and a construction schedule. The Joint Use Agreement shall further set forth the design parameters for the facilities on fields A, B, C & D which shall be constructed as set forth below and the details and description of the facilities. The Joint Use Agreement shall further set forth the parameters for use by the SBSRD of the pool facilities. In the event the parties fail to reach a Joint Use Agreement satisfactory to the SBSRD then this Lease shall, at SBSRD's option, terminate and any funds expended by the SBSRD shall be reimbursed by the District.

(h) The Lease Premises constitute a non-public forum and any use of the Lease Premises for other than District sponsored programs and SBSRD sponsored recreation programs is subject to approval by the District.

4. **Term.**

(a) Subject to prior termination, as provided, the term of this lease shall be for thirty (30) years commencing DECEMBER 10, 1996 At the option of the SBSRD, the Lease shall be extended upon the same terms and conditions for an additional twenty (20) year term. The extended term shall be automatic unless the SBSRD notifies the District, in writing, at least one-hundred and eighty (180) days prior to the expiration of the original term of SBSRD's intention to not extend the term of the Lease.

5. **Construction and Renovation.**

(a) By COMPLETED SUMMER 1996, the District shall submit to SBSRD a tentative schedule of improvements and construction.

(b) Neither the District nor the SBSRD shall commence construction of new facilities or demolition of existing structures or improvements without prior written consent from the other, which consent shall not be unreasonably withheld.

(c) Once construction is commenced, the District shall diligently pursue completion of the project or phase of construction.

(d) After the initial improvements are made on the Leased Premises, SBSRD shall have the sole and exclusive duty to manage any construction of facilities or improvements on the Leased Premises during the term of the Lease.

(e) Prior to any improvements or construction on the Leased Premises, SBSRD shall submit to the District complete specifications identifying the improvements or construction contemplated by SBSRD and, if possible, plans to be used in connection with the improvement or construction.

(f) The District shall be responsible for managing construction on fields A and B and related facilities as specified by the SBSRD in concert with SBSRD representatives and shall not abandon the construction and shall obtain and commit sufficient money to ensure that the improvements or construction are completed as expeditiously as possible. The District warrants that in the event any improvements for which the SBSRD is responsible for any of the funds for construction that the District will absorb any of the cost overruns and that such improvement shall be timely completed in accordance with the approved specifications.

(g) SBSRD agrees to the following expenditures for the benefit of SBSRD and the District:

(1) Up to but not to exceed the sum of Four Hundred Thirty-Four Thousand Dollars ($434,000.00) to construct the facilities on Exhibit B in accordance with the specifications set forth in Exhibit C. (Any amounts in excess of $434,000 shall be paid by the District and if the expense of construction is less than $434,000, then any remaining funds shall be rebated to SBSRD.)

(2) Up to but not to exceed Eighteen Thousand Dollars ($18,000.00) for the construction of an additional 17 stalls of parking space.

(3) Up to but not to exceed Two Hundred Thirty-Two Thousand Dollars ($232,000.00) for the construction of additional locker rooms, building improvements and public access to the swimming pool as described in Exhibit D.

(4) Up to but not to exceed Five Hundred Eighteen Thousand Dollars ($518,000.00) to make improvements on the Lease Premises as described in Exhibit A and in accordance with the specifications set forth in Exhibit C. $1,202,000

(5) Any cost overruns or increases due to change orders shall be the responsibility of the requesting party. + $125,000 pd by SBSRD to extend building shell for bleacher seating

6. **Maintenance, Repairs and Utilities.**

(a) SBSRD shall keep and maintain the Lease Premises and all structures, improvements, landscaping, lawns and equipment which may now or hereafter be on the Leased Premises in good condition and repair, consistent with standards for similar SBSRD facilities and in accordance with Exhibit E attached.

(b) The District and the SBSRD shall arrange and pay all costs for the janitorial, utilities (including water), garbage collection, repairs and maintenance on the Leased Premises as further defined in the Joint Use Agreement.

(c) SBSRD shall reimburse the District for any pro rata share of the operating expenses for the Leased Premises during the term of this Agreement in accordance with paragraph 9 of the Joint Use Agreement, including janitorial, utilities (including water), garbage collection, repairs and maintenance.

7. **Indemnification and Insurance.**

(a) Each party covenants and agrees to indemnify, hold harmless and defend the other, its agents and employees from all fines, suits, claims, demands and actions of any kind and nature, including attorney's fees, by reason of any and all of the uses or operations as set forth hereinafter. SBSRD and District agree to assume all risks in the operation of their own recreation programs and facilities hereunder and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property, SBSRD agrees to indemnify, hold harmless and defend School District, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions hereunder or the operation of SBSRD's recreation programs on said premises. The School District agrees to indemnify, hold harmless and defend SBSRD, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of its use of the Premises.

(b) Each party shall maintain Public Liability Insurance to protect patrons and participants on the premises. Each party shall carry a policy of general liability insurance in an amount of at least $2,000,000 per person and $2,000,000 per incident or occurrence. SBSRD shall be named as an additional insured on the School District's policy and the School District shall be named as an additional insured on SBSRD's policy. A certificate of insurance with a 30-day cancellation notice provision shall be provided to each party on or before the lease commencement date and be maintained continuously during the term of this lease. In addition to the liability insurance set forth above, the School District will procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its improvements, fixtures and equipment to the full insurable value of the same and will furnish SBSRD with evidence of such coverage. SBSRD shall likewise procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its leasehold improvements to the full insurable value of the same and furnish the School District with evidence of such coverage. Each party may carry whatever additional insurance they deem appropriate.

8. **Title of Improvements.**

Any improvements constructed on the Premises which constitute "fixtures" shall be the property of the District and shall become the District's property at the conclusion of this Agreement without compensation to SBSRD. "Fixtures" as used herein shall mean any improvement which cannot be removed from the Premises without some damage to the existing walls, floors, ceilings or other parts of existing structures. Any improvements to the Premises which do not constitute fixtures shall be the property of SBSRD upon termination of this Agreement and SBSRD shall be entitled to remove such improvements without compensation to the District. Upon termination of this Agreement, SBSRD may remove fixtures only upon receipt of prior written approval from the District. As a condition to removal of any improvement by SBSRD, SBSRD shall restore the Premises to the same condition as before the improvement in question was made.

9. **Other Obligations of the District.**

The District agrees to provide to the public reasonable access to the swimming pool located at the Middle School which it owns and maintains and will provide a minimum number of hours per week to the public at times that will not conflict with use by the District for educational purposes.

10. **Advisory Board Organization.**

SBSRD and the District shall establish a board to advise on the operation of the Leased Premises and other properties relating to the Joint Use Agreement including the design, scheduling and use of facilities addressed in the Joint Use Agreement.

11. **Default.**

(a) SBSRD shall be in default of this Agreement if it:

(1) Abandons use of the premises for the period of twelve (12) months.

(2) Fails, after ninety (90) days written notice from the District, to perform or observe any material condition or obligation of this Agreement.

(3) Fails to reimburse the District the amounts provided for in Paragraph 5(g) or change orders pursuant to Paragraph 5(g)(5) within sixty (60) days after the District requests reimbursement for work completed by the contractor and accepted by both parties.

(b) The District will be in default of this Agreement if:

(1) abandons use of the premises for the period of twelve (12) months; or

(2) fails, after ninety (90) days written notice from the District, to perform or observe any material condition or obligation of this Agreement.

(c) In the event of default by any party, the non-defaulting party may demand for cure, seek specific performance, rescission or any other equitable or legal remedy. In the event a civil action is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its costs of suit, including a reasonable attorney's fees.

12. **Notice.**

Notice required by this Agreement may be given by mail, postage prepaid, to the following addresses and will be deemed to have been given when posted, property addressed as follows:

Park City School District
Attention: School Superintendent
1250 Iron Horse Drive
P.O. Box 680310
Park City, Utah 84060

Snyderville Basin Special Recreation District
Attention: Board Chair
P.O. 980127
Park City, Utah 84098

13. **Complete Agreement.**

This Agreement and the exhibit attached hereto constitute the entire agreement of the parties hereto with regard to the matters addressed herein. This Agreement and its Exhibit may be amended only by written agreement of the parties, signed by both parties hereto. No action or inaction of the parties shall constitute waiver, amendment or modification of the terms of this Agreement without a written, mutually signed amendment.

14. **Severability.**

In the event a portion or portions of this Agreement are adjudged to be void or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. **Authorization.**

The minutes of the respective Board meetings of SBSRD and the District authorizing this Agreement are attached hereto as Exhibit E.

DATED this 10th day of December, 1996.

SNYDERVILLE BASIN SPECIAL
RECREATION DISTRICT

By: Amanda C Peterson
Its: Board Chair

By: Sherri Odell
Its: Treasurer

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10th day of December, 1996, by Amanda Peterson, the Board Chair of Snyderville Basin Special Recreation District, a Utah body politic.

Patricia L. Showalter
Notary Signature and Seal

PATRICIA L. SHOWALTER
NOTARY PUBLIC · STATE of UTAH
2227 MONAROH DRIVE
PARK CITY, UT 84060
COMM. EXP. 4-1-97

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10th day of December, 1996, by SHARON ODELL, the Treasurer of Snyderville Basin Special Recreation District, a Utah body politic.

PATRICIA L. SHOWALTER
NOTARY PUBLIC • STATE of UTAH
2227 MONARCH DRIVE
PARK CITY, UT 84060
COMM. EXP. 4-1-97

Patricia L. Showalter
Notary Signature and Seal

DATED this 10th day of December, 1996

PARK CITY SCHOOL DISTRICT

By: Nikki L. Lowry
Its: Board of Education President

By: D Burke Kelly
Its: Business Administrator

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10th day of December, 1996, by NIKKI L. LOWRY, the Board of Education President of the Park City School District.

PATRICIA L. SHOWALTER
NOTARY PUBLIC • STATE of UTAH
2227 MONARCH DRIVE
PARK CITY, UT 84060
COMM. EXP. 4-1-97

Patricia L. Showalter

Notary Signature and Seal

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10th day of December, 1996, by D. Burke Tolley, the Board of Education Business Administrator of the Park City School District.

PATRICIA L. SHOWALTER
NOTARY PUBLIC • STATE of UTAH
2227 MONARCH DRIVE
PARK CITY, UT 84060
COMM. EXP. 4-1-97

Patricia L. Showalter
Notary Signature and Seal

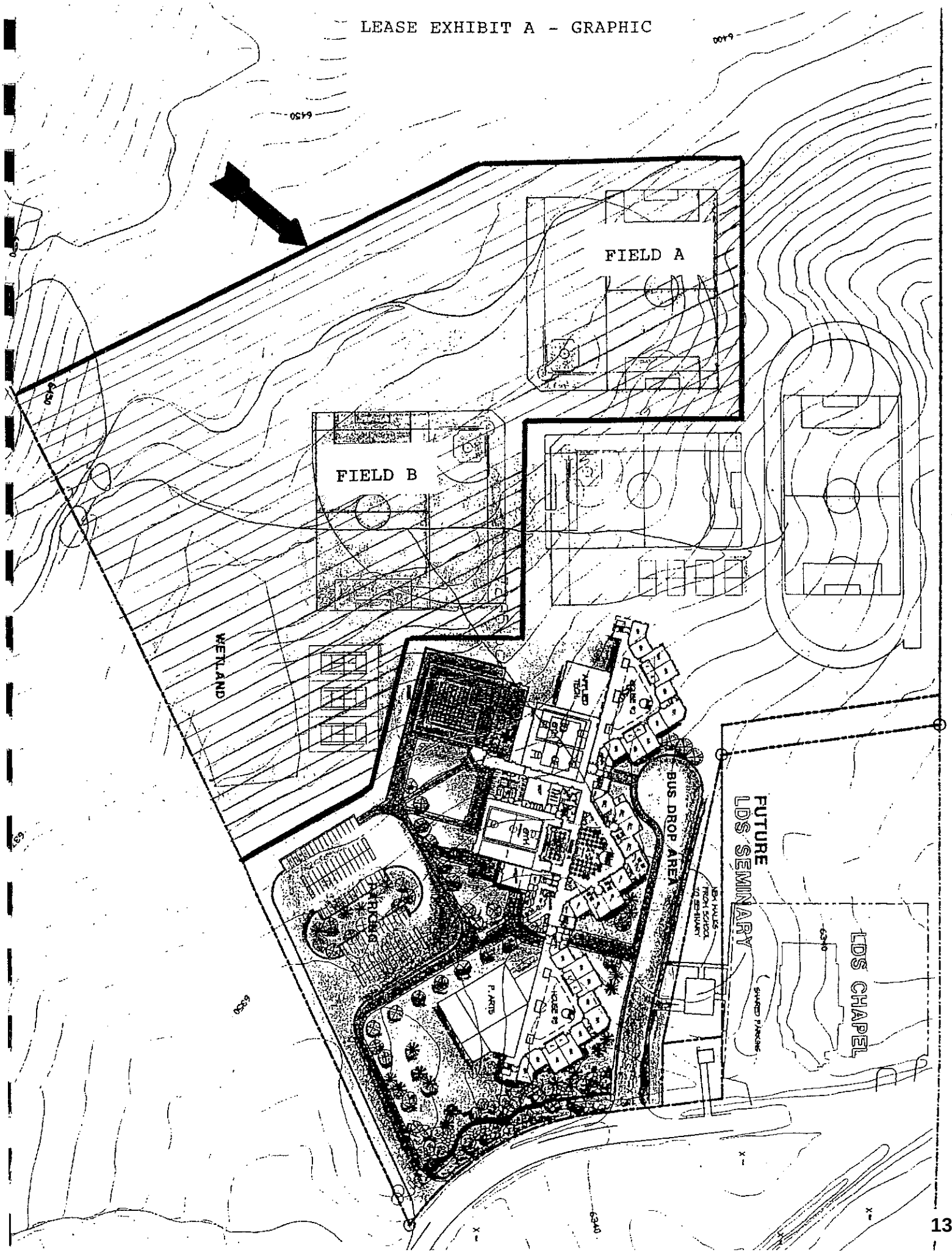
LEGAL DESCRIPTION
EXHIBIT A
SBSRD AND PARK CITY SCHOOL DISTRICT LEASE
DECEMBER 4, 1996

Beginning at a point South 89°28'21" East 992.06 feet along the Section line and South 1588.18 feet from the Southwest corner of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also being on an existing fence line; and running thence North 25°18'42" West 856.72 feet; thence North 484.59 feet; thence East 460.00 feet; thence South 355.00 feet; thence East 360.00 feet; thence South 275.95 feet; thence East 184.53 feet; thence South 25°18'42" East 294.935 feet to a point on an existing fence line; thence South 64°41'18" West 845.52 feet along said fence line to the point of beginning.

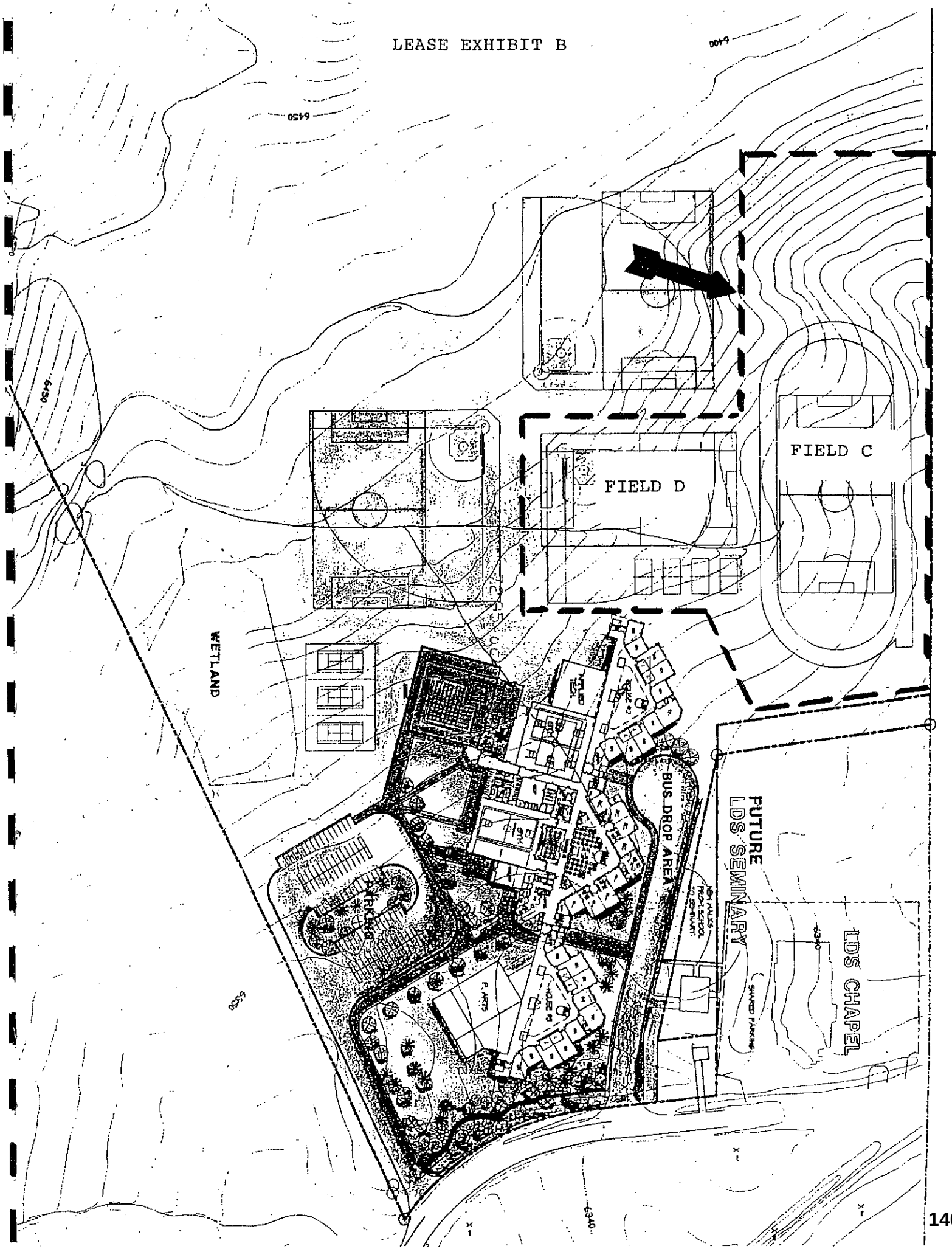
CONTAINS 18.43 ACRES.

Y:\sch\docs\rfl.des

LEASE EXHIBIT A - GRAPHIC



LEASE EXHIBIT B



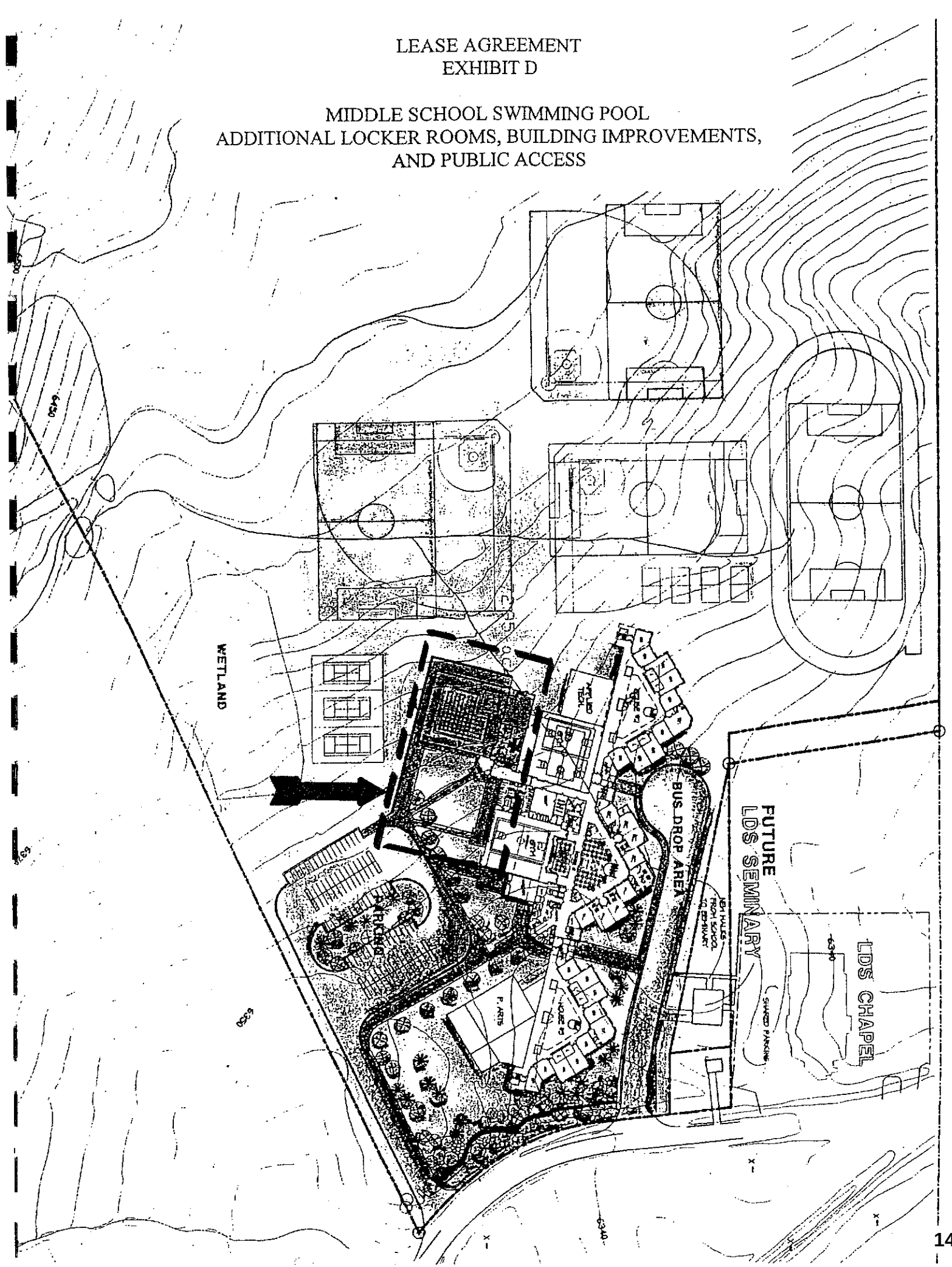
LEASE AGREEMENT EXHIBIT C

MIDDLE SCHOOL FIELD UNDERGROUND IRRIGATION AND LANDSCAPE WORK
CONSTRUCTION SPECIFICATIONS

Construction specifications not deemed necessary as an Exhibit to the Agreement for Joint Use of Facilities for Recreation, May, 2007.

LEASE AGREEMENT
EXHIBIT D

MIDDLE SCHOOL SWIMMING POOL
ADDITIONAL LOCKER ROOMS, BUILDING IMPROVEMENTS,
AND PUBLIC ACCESS



LEASE AGREEMENT EXHIBIT E

MIDDLE SCHOOL FIELDS

LEVEL III MAINTENANCE STANDARDS

Level III Maintenance Standards are operationally obsolete.

The Agreement for Joint Use of Facilities for Recreation, dated May, 2007, addresses field and facility maintenance in site-specific policies.

SNYDERVILLE BASIN RECREATION BOARD
MINUTES
11/22/96
BURNS FIRE STATION

Board Members Attending: Melissa Call, Richard Dudley, Scott Hill, Rick Perry, Ron Perry, Amanda Peterson, Sharon Odell

Visitors: Commissioner Jim Soter, Brigitta Wray, Karen Wikstrom, Burke Jolley, Mike Andrews, David Chaplin, Colleen Bailey, Carol Murphy, Roger Fulmer, Dave Thomas, Bruce Erickson

The meeting was called to order at 7:35 am, and went into Executive Session, motion by Ron Perry, second by Scott Hill. Topic of discussion was the New Middle School Lease and Joint Use Agreement. The following action item was identified in the executive session:

ACTION ITEM: Richard Dudley will have Alliance Engineering prepare a metes and bounds property description for Exhibit A to the Middle School Lease document.

The public meeting began at 8:25. Motion by Scott Hill, second by Ron Perry.

Committee Reports:

Trails: Melissa Call said no formal applications for the Trails Committee were received after two weeks public notice; the following slate was proposed to serve on the Trails Committee: Melissa Call, Amanda Peterson, Brigitta Wray, Allison Costello, Sena Flanders, Troy Duffin, Charlie Sturgis and Bonnie Park.

Amanda Peterson explained that the Trails Committee will follow through on policies adopted into the Snyderville Basin General Plan.

MOTION: The Trails Committee slate, as submitted to the SBSRD Board by Melissa Call, is accepted and approved. Motion by Scott Hill, second by Ron Perry. Unanimous.

Program of Work: Amanda Peterson introduced a draft of the 1997 Program of Work for Board discussion at the 12/13/96 Board meeting.

ACTION ITEM: All Board members will review the proposed program of work for 1997 and prepare to discuss at the December 13th Board meeting.

Policies and Procedures: Bonnie Park explained that there are some discrepancies between the SBSRD By-laws and the current Board term expirations identified on the Administrative Control Board roster. Park indicated that the existing By-laws set forth a two year term; the original intent of the County Commission was to set the SBSRD Board term at four years. Park researched the current term expirations with Anita Lewis (County Commission Executive Assistant) and questioned, "What Board term should be reflected in the By-laws?"

Discussion followed. The Board consensus was that the SBSRD term should be four years to provide continuity, though several felt this was a lengthy commitment for a volunteer. Board members expiring in '97 were asked to submit notice of reapplication to Anita Lewis by the end of December.

December Meeting Schedule/Board Retreat: Amanda Peterson asked the Board if one meeting in December would be acceptable, because of the holidays. The Board unanimously agreed. Scott Hill suggested that we schedule a retreat in January. Amanda Peterson asked that Hill incorporate his recommendation with suggested retreat location and dates into the '97 Program of Work.

Logo Design: Because the SBSRD has facilities coming on line, Amanda Peterson suggested that now is the time to consider a logo for the District. The purpose of the logo would be to create continuity in Park signage and allow for promotional identification (hats, t-shirts, letterhead). Melissa Call volunteered to obtain logo prices and concepts from local graphic designers.

ACTION ITEM: Melissa Call will approach local graphic artists for logo prices and design concepts.

At this point in the Committee Reports (8:30 am), Amanda Peterson recommended that SBSRD hold the Public Hearing for the tax increase, as noticed, though no Basin residents were in attendance. Ron Perry recommended that the Board wait until 9:00 am to close the hearing. Commissioner Soter recommended that, in the future, the SBSRD consider holding the Public Hearing in the evening to accommodate those that have day time work commitments.

Finance Committee: Sharon Odell presented three invoices for payment: (1) Zion's Bank invoice for interest and principal payable on the general obligation recreation bond ($289,136.48); (2) Sear Brown, for Master Plan work; (3) expense report for October, submitted by Bonnie Park.

Amanda Peterson invited all Board members to attend the following County Commission meetings:

1. Monday, November 25th, 11:30 - 12:00, Commission Chambers in Coalville, to discuss 1996 Capital Contribution to P.C. Leisure Services, and County participation in the Silver Summit access road to Trailside Park.
2. Monday, December 2nd, 10:30 - 10:45, Commission Chambers in Coalville, for the Nadine Gilmore/Trailside Park road dedication acknowledgment.

Peterson reported that, due to the resignation of Commissioner Flinders (SBSRD liaison), County Commissioner Sheldon Richins has asked that SBSRD representatives appear regularly on the Commission agenda with District updates.

Peterson also asked that Board Members plan to attend a Public Hearing during a regularly scheduled Planning Commission meeting on Tuesday, January 14th, 7:00 pm, Burns Fire Station, for:

- Recreation and Trails policy revisions to the General Plan
- Recreation and Trails Master Plan document and impact mitigation formula
- Trailside Park Master Plan

Amanda Peterson indicated that the Recreation Master Plan is an agenda item for the December 13th Board meeting, and requested that we "run through" the format for the public hearing presentation at that time.

Trailside Park: Rick Perry presented a letter from Todd Claflin requesting funds ($ 3,420) for a "field trip" to the San Francisco Bay area (letter attached). Board discussion followed. The general consensus was that, while this kind of trip would be worthwhile, the SBSRD is paying Claflin for his expertise, and additional public monies should not be approved for this trip. Richard Dudley indicated that Claflin can research by phone and get appropriate design materials by mail.

MOTION: To deny Claflin Associates' request for field trip monies. Motion by Dudley, second by Hill. Unanimous.

Discussion: Melissa Call indicated that Claflin could learn a lot on a such a field trip, and that the SBSRD should leave the door open for similar requests in the future.

ACTION ITEM: Rick Perry will contact Claflin Associates with SBSRD Board decision to deny request for field trip expense.

Amanda Peterson asked that the Truth in Taxation Hearing be closed. Ron Perry recommended that the SBSRD Board formally adopt the budget at the December 13th Board meeting, and that future public hearings regarding taxation be held in the evening. Public Hearing Closed 9:10 am.

ACTION ITEM: Bonnie Park will put the formal Budget Adoption on the December 13th SBSRD Agenda.

Rick Perry reviewed proposed Trailside phasing so that Todd Claflin can move ahead with Design Development phase of Trailside Park (attached). The phasing would allow major land disturbance and heavy equipment use to be completed at the outset for phases I and II.

Melissa Call said that some trails must be included in the first phase. Call suggested Clafin recommend where trails be located within the Park, and then work with Troy Duffin. Amanda Peterson suggested that trail design and construction be given to Troy Duffin.

Bonnie Park questioned if Claflin would be responsible for the design of the county road. Richard Dudley indicated that Claflin would design the road from Silver Summit to the egress by Highland Estates.

Richard Dudley asked that "fencing" of Park be added to "Park Boundary markers," and that, in the first phase, he would like to see fields developed, and have parking and restrooms built above and below fields.

MOTION: To give Todd Claflin Board consent to begin and complete Design Development and working drawings for Trailside Park Phases I and II. Motion by Rick Perry, second by Ron Perry. Unanimous.

Discussion: Commissioner Soter recommended that the Board develop a time-line for Trailside construction completion.

SBSRD/School Board Joint Work Session: At 9:45 am, representatives of the Park City School District joined the SBSRD in a round table discussion of the new Middle School Lease and Joint Use Agreement (attached). All those in attendance identified themselves, and Amanda Peterson began the discussion with background on the committees that had streamlined the documents to this point.

Richard Dudley indicated that priority use of fields had been an area of concern. Dudley explained that priority use is based on the understanding that the SBSRD is leasing the ground, and the lease would establish what the SBSRD has, if the School District ever "went away." The compromise was to leave the lease document with priority of use on Fields A & B, and change the Joint Use to more clearly define SBSRD priority from June 15 - August 15. Dudley reviewed the Exhibits that would be attached to both documents and School Board representatives were in agreement with Exhibit A boundaries indicated on a map, from which a legal description will be prepared.

Colleen Bailey brought up a concern with Lease, 6c (page 4), regarding pro rata share of operating expense. Burke Jolley questioned how pro rata will be decided, indicating an uncertainty with the level of use and level of impact; the School Board would like clearer definition on how costs are shared. Richard Dudley suggested the Advisory Board would research and "get comfortable" with the sharing formula. He explained that watering expense might start at 50/50, but that mowing for an event, or lining of fields would be attached to a specific use vs. recess activity.

After lengthy discussion, it was determined that language would be added to Joint Use #9 (page 6) reflecting an annual review of budget and calculation of maintenance expense, to be reviewed and revised by the Boards by March 31st of each year. The group agreed that it would consider competitively bidding field maintenance for all four fields in the future if City maintenance became cost prohibitive or was not performed at Level Three maintenance standards.

Colleen Bailey raised a question on the makeup of the Advisory Board, Joint Use #3a (page 2). After discussion it was agreed that two members will be selected by the District, two members will be selected by the SBSRD, and that one member will be selected by these four representatives from the public at large. The at large representative will reside within the School District boundaries, but may not be a Board member or paid employee of either District. It was further agreed that a staggering of terms be determined. Burke Jolley recommended an "at will" term (no term limitations) for the four Advisory Board representatives of SBSRD and the District, and the term designation for the "at large" representative be three years with a "required reappointment." The group was in consensus on this revision.

Burke Jolley questioned Lease Agreement #11(a, 3) (page 6), and asked that language be added to address reimbursement to the District for change orders requested by SBSRD: "Fails to reimburse the District the amounts provided for in Paragraph 5(g), *or change orders per 5(g)(5) of the Lease Agreement*, within sixty (60) days...." The group agreed.

Additional School District concerns were voiced and resolved:

- Joint Use #8d (page 5) "excluding vacation periods" was deleted to accommodate true school activities during vacations.

- Lease #3 (page 2) add item (h.) with language provided by Mike Andrews to address uses of fields inconsistent with school children. As explained by Carol Murphy, this will give necessary power to the Advisory Board to decline requests for inappropriate activities.
- Burke Jolley reaffirmed that calendaring of outside activities will come after the District and SBSRD; Park City Youth "Select Soccer" and "Youth Football" will be secondary.
- Colleen Bailey requested the Advisory Board be notified when an event is cancelled.

MOTION: To approve Middle School Facilities Lease and Joint Use Agreements as modified at this morning's meeting, and accept and authorize Amanda Peterson and Sharon Odell to sign the document after SBSRD Board members have received revisions and approved by fax to the SBSRD Office. Motion by Melissa Call, second by Scott Hill. Unanimous.

ACTION ITEM: Bonnie Park will distribute revised Agreements to SBSRD Board members with an approval notice to be faxed back to the SBSRD office.

Burke Jolley requested that the SBSRD provide revised copies to the School District for review. Jolley suggested the Lease and Joint Use Agreements be presented to the School Board as a decision item at their meeting on December 10. If approved, signing will take place that evening; two copies will be needed for signature.

ACTION ITEM: Bonnie Park will provide copies of revised agreements to School District; one copy with highlighted changes from today's meeting. Bonnie Park will call Sandra Hall to determine time frame of sign-off during their 6 pm meeting on December 10, so that Amanda Peterson, Sharon Odell and other SBSRD representatives can be present. Two originals will be prepared for signature.

Amanda Peterson commended the group for their productive comments and thanked School District representatives for their participation.

Rick Perry motioned to approve the minutes of 10/25 and 11/8, second by Ron Perry.

Meeting was adjourned at 11:05.

ACTION ITEMS:

1. Richard Dudley will have Alliance Engineering prepare a metes and bounds property description for Exhibit A to the Middle School Lease document.

2. All Board members will review the proposed program of work for 1997 and be prepared to discuss at the December 13th Board meeting.

3. Melissa Call will approach local graphic artists for logo prices and design concepts.

4. Rick Perry will contact Claflin Associates with SBSRD Board decision to deny request for field trip expense.

5. Bonnie Park will put the formal Budget Adoption on the December 13th SBSRD Agenda.

6. Bonnie Park will distribute revised Agreements to SBSRD Board members with an approval notice to be faxed back to the SBSRD office.

7. Bonnie Park will provide copies of revised agreements to School District; one copy with highlighted changes from today's meeting. Bonnie Park will call Sandra Hall to determine time frame of sign-off during their 6 pm meeting on December 10, so that Amanda Peterson, Sharon Odell and other SBSRD representatives can be present.

MOTIONS:

1. The Trails Committee slate, as submitted to the SBSRD Board by Melissa Call, is accepted and approved. Motion by Scott Hill, second by Ron Perry. Unanimous.

2. To deny Claflin Associates' request for field trip monies. Motion by Dudley, second by Hill. Unanimous.

3. To give Todd Claflin Board consent to begin and complete Design Development and working drawings for Trailside Park Phases I and II. Motion by Rick Perry, second by Ron Perry. Unanimous.

4. To approve Middle School Facilities Lease and Joint Use Agreements as modified at this morning's meeting, and accept and authorize Amanda Peterson and Sharon Odell to sign the document after SBSRD Board members have received revisions and approved by fax to the SBSRD Office. Motion by Melissa Call, second by Scott Hill. Unanimous.

Minutes prepared by : Bonnie Park

Secretary/Board Member Approval Scott F. Hill

Park City Board of Education
Regular Session Minutes
December 10, 1996
6:08 p.m.

The Park City Board of Education met in a regular session at Jeremy Ranch Elementary School after due, legal, and timely notice of said meeting being given to all members and interested parties. President Lowry called the meeting to order and welcomed all visitors. Board members present were: Colleen Bailey, David Chaplin, Carol Murphy and Roger Fulmer. Staff members in attendance were: Burke Jolley, Tom Van Gorder and Sandra Hall. Student-on-the board Ashley Jones was also in attendance. Guests included: (List attached).

Consent Calendar

A motion was made by Member Chaplin to approve the consent calendar which consisted of:

closed session and regular session minutes of November 19, 1996
closed session minutes of November 29, 1996
accounts payable registers of November 14 and 22, 1996
monthly budget report of December 2, 1996
monthly receipt register of December 2, 1996

Recommendations to employ the following classified personnel:

Rolando Rocha	**custodian/bus driver**	**district (full-time)**
Gregory Jones	**maintenance**	**district (full-time)**
Joseph Soto	**custodian**	**TMMS (full-time)**
Cathy Godfrey	**library aide**	**PCHS (part-time)**
Kevin Calderwood	**technology aide**	**PCHS (part-time)**
Debra Johnson	**food service**	**PCHS (part-time)**
Bonnie Torres	**food service**	**PCHS (part-time)**
Brenda Davis	**food service**	**PCHS (part-time)**
Susan Anderson	**special ed./preschool**	**MPES (part-time)**

To affirm the decision of the acting superintendent to suspend a student from Park City High School for a period of one year and to modify the suspension of a student at Treasure Mountain Middle School to return to school at the beginning of the 1997-98 school year.

Permission was granted for two families to home school one child each.

Motion was seconded by Member Murphy and passed unanimously.

Board Recognition

Board Member Roger Fulmer recognized and thanked district maintenance personnel Brent Kummer, Don Alvey and Larry Callister for their efforts to keep the parking lots plowed; mechanics Brad Barker and Scott Atkinson for keeping the buses running; and "zero hour" bus drivers Ellen Maynes and John Benson for transporting students at such an early time.

Public Comment

President Lowry said she wanted to apologize to her fellow Board Members for being so irascible at the last meeting and it was important to note that everyone has been working extremely hard.

She then announced that the Board will consider a new, revised Inernet policy and simplified permission form later in the meeting and if approved, it will be posted and, hopefully, adopted early in January. She also said they were going to give the administrators direction to give the Board a recommendation as to the logistics of filtering.

In addition, President Lowry said the Board is still studying issues dealing with the field trip and employee involvement with non-school travel policies and will postpone any further action until a later date.

Melanie Edwards thanked the Board for re-looking at the Internet policy.

Jeri Maak addressed the Board in Spanish and then said that as a high school teacher she, as well as all the schools, need additional help in the ESL program.

Michelle Taylor asked the Board to allow Internet access as soon as possible.

Georgette Cunningham expressed concerns with boundaries for the new middle school.

Tim Douglas had concerns with growth in the area and said the Board might want to consider impact fees again.

Mark DeWald asked the Board to delay the decision on the middle school boundaries for thirty days.

Greg Baltz gave the Board a letter from Stacy Dymalski on filtering of the Internet.

Elizabeth Owens asked the Board to consider having students from Ranch Place attend the new middle school instead of Treasure Mountain Middle School. In addition, she felt the schools needed additional help for the Spanish speaking students.

Kathy Hunter said she also felt additional help was needed for the Spanish speaking students and she hoped the Board would reconsider the Internet policy and not be so concerned with potential law suits.

Student-on-the-Board Ashley Jones said students were concerned with the field trip policy.

Construction Update

Gary Acord reported the new middle school construction, including the pool, is coming right along. The district office is being framed and colors will soon be submitted to the staff for their consideration. He thanked the high school for their patience and said this was a difficult job due to the remodeling. He told the Board a decision needs to be made by February 1 on the type of seats to be installed in the performing arts center.

Park City High School High School 1997-98 Scheduling Update

Hal Smith said they will soon conduct a student interest survey and hope to have their course catalog available in January. They are getting ready to do a second mailing to eighth grade students regarding course selection, honor classes, etc. High school students will register on February 10 and middle school students and their parents will be invited to the high school for a social that same evening. He also said they believe in the eight period block schedule and would like it to continue so they can expand opportunities for students.

Hal told the Board one of the site-based committee's proposed goals is to pursue graduation pathways. He asked the Board to consider the following goal statement and to please give them a prompt response:

> "With School Board approval, the Site Based Committee will develop and promote 'Graduation Pathways' that will enhance students knowledge and skills in their chosen interests. Communicate and counsel with students and parents these pathways and the effects of these pathways on the students future, recognizing that each pathway must fulfill required state core curriculum."

Member Bailey said she would like to see examples of pathways and President Lowry asked if A.P. and honor classes could be make available to more students.

The Board will review this issue at a special work session on January 7, 1997.

Lease and Agreement for Use of Fields/Facilities at New Middle School
Representatives from the Snyderville Basin Special Recreation Board: Amanda Peterson, Richard Dudley, Melissa Call, Sharon O'Dell, Scott Hill and Bonnie Park were introduced and welcomed to the meeting.

A motion was made by Member Bailey to enter into a Lease and Agreement for Use of School Facilities for Recreation and Special Use Agreement with the Snyderville Basin Special Recreation District. Motion was seconded by Member Fulmer and passed unanimously.

The Snyderville Basin Special Recreation District Board then presented Burke Jolley with a check in the amount of $854,602.00 to cover a portion of the work that has already been completed on the fields and pool at the new middle school.

Member Murphy said at first she was very doubtful an agreement could be reached and that sometimes it does take a year to work things out. This agreement allows us to do more for our students and is a savings to the taxpayers.

President Lowry thanked the members of the Snyderville Basin Special Recreation Board for being such a pleasure to work with.

Policies
A motion was made by Member Murphy to post the newest revised Policy INI - Acceptable Use Policy for Internet Access. Member Bailey seconded the motion and it passed unanimously.

Treasure Mountain Middle School Counseling Program
A motion was made by Member Murphy to adopt the Treasure Mountain Middle School Counseling Program as presented. Motion was seconded by Member Fulmer and passed unanimously.

New Middle School Boundaries
A motion was made by Member Fulmer to approve the new middle school boundaries to include the areas of Spring Creek, Silver Creek, Summit Park, Timberline, Jeremy Ranch, Hidden Cove, South Ridge, Pinebrook, Powderwood and Crystal View and to move elementary students who live at Powderwood and Crystal View from Parley's Park Elementary School to Jeremy Ranch Elementary School. Motion was seconded by Member Chaplin.

Member Murphy pointed out that Treasure Mountain Middle School has a larger capacity and everyone needs to understand that when the new middle school fills up the district will very likely change the boundaries before constructing an addition to the new school. The Board is committed to offering quality education at all schools.

Member Fulmer said it was important to look at school capacities two years down the line since that is how long it takes to plan and build a new pod.

Member Bailey said it was difficult to vote against your constituents but since she could not come up with anything different she would have to do just that.

President Lowry called for a vote on the motion and it passed unanimously.

Process for Naming New Middle School
Written suggestions should be submitted to Lynda Lambert at the district office.

Information Sharing
All the members of the Board indicated they would attend the Utah School Boards Convention in Salt Lake on January 10 and 11.

A motion was made by Member Bailey to adjourn and to immediately return to closed session for the discussion of personnel issues and to meet again at Jeremy Ranch Elementary School on January 7, 1997 in a special work session. Motion was seconded by Member Murphy and passed unanimously.

Meeting adjourned at 8:20 p.m.

Nikki Lowry, President

Colleen Bailey, Vice-President

David Chaplin, Member

Roger Fulmer, Member

Carol Murphy, Member

Burke Jolley, Assistant Superintendent
and Business Administrator

JOINT USE AGREEMENT

This Agreement is made and entered into this 10th day of DEC, 1996, by and between the Snyderville Basin Special Recreation District and the Board of Education of Park City School District

WHEREAS, the Board of Education of Park City School District is constructing a new middle school in Summit County, Utah as more particularly set forth on Exhibit "A" attached hereto; and

WHEREAS, the Snyderville Basin Special Recreation District has committed to the District the sum of One Million Two Hundred Two Thousand Dollars ($1,202,000) for the purpose of construction of improvements on the playing fields, parking lot and swimming pool; and

WHEREAS, the Snyderville Basin Special Recreation District has entered into a long term lease of even date herewith with the District for the use of play fields (the "Lease Agreement"); and

WHEREAS, the parties acknowledge that over time the needs of each party may change due to population growth and therefore the terms of this Agreement will need to be modified from time to time; and

WHEREAS, the Lease Agreement contemplates the execution by the parties to the lease of a joint operating agreement for the use of the Facilities as more fully set forth below.

NOW THEREFORE, in consideration of the mutual covenants of the parties herein contained, it is agreed as follows:

1. Definition and Description of Parties and Terms:

   a. "SBSRD" shall mean the Snyderville Basin Special Recreation District, a Utah body politic, whose principal address is c/o Board Chair, P.O. 980127, Park City, Utah 84098.

   b. "District" shall mean the Board of Education of Park City School District, a political subdivision of the State of Utah.

   c. "Facilities" shall mean the playing fields and any buildings or fixtures constructed thereon located on Exhibits "A" & "B" attached hereto together with the swimming pool located at the middle school adjacent to the playing fields together with the right of access to and from the school parking lots.

2. Purpose of Agreement:

The purpose of this Agreement is to provide for the shared use of the Facilities between the District and the SBSRD, according to the parameters set forth herein, and to designate the rights and responsibilities of each party regarding the shared use of the Facilities. In the event of any conflict between this Agreement and the Lease and Agreement for Use of School Facilities for Recreation, the Lease and Agreement for Use of School Facilities for Recreation shall control.

3. Advisory Board Organization:

a. There is created under the terms of this Agreement an Advisory Board comprised of five (5) members. Members shall not be compensated for their participation on the management advisory board. The five (5) members shall be selected as follows:

- two (2) members selected by the District
- one (1) member from the public residing within the District boundaries and not an employee of either the SBSRD or the District and selected by the other four Board members
- two (2) members selected by the SBSRD

b. Each member of the Advisory Board shall be appointed for a three (3) year term, except that some of the initial members of the Board shall be appointed for lesser terms in order to establish staggered terms.

c. Any vacancies on the Advisory Board may be filled by a replacement named by the party or entity appointing the person creating the vacancy. If a party or entity fails to fill a vacancy within thirty (30) days of the vacancy being created, the Advisory Board will continue to function with the vacancy. The existence of a vacancy shall not affect any actions taken by the advisory board during the period of any vacancy.

d. The Advisory Board may take action by the vote of a majority of its voting members present at the meeting when the vote is held. No vote shall be valid if there are less than a majority of appointed voting members present at the vote. Such meetings shall be pursuant to notice and shall comply with the applicable rules and regulations governing meetings of District and the SBSRD.

4. Duties of Advisory Board:

a. The Advisory Board will receive requested calendaring of events from each party and through their designee shall coordinate access to and use of the Facilities within the parameters and limitations set by this Agreement.

b. The Advisory Board may make recommendations to the District and to the SBSRD regarding matters relevant to the satisfactory operation of the Facility.

c. The Advisory Board shall establish a joint use committee to supervise the day to day operations of the Facilities. The committee shall have a minimum of three (3) members consisting of a representative of the District, a representative of the SBSRD, and a representative from the entity operating the recreation programs of the SBSRD.

5. Duties and Authority of the District:

a. The District possesses and retains the authority to determine availability and use of the Facilities except as provided for within this Agreement and the Lease Agreement with the SBSRD.

b. The District will make the Facilities available for use by the SBSRD according to the terms of this Agreement and the Lease Agreement.

c. All payments to the SBSRD under this Agreement shall be made monthly in accordance with the District's payment policies.

d. The District will procure and maintain in full force during the term of this Agreement comprehensive general liability insurance naming both the District and the SBSRD as insureds for the use or occupancy of the Facilities scheduled by the District. The limits of such insurance shall not be less than $2,000,000 per occurrence. Appropriate certificates of such insurance shall be provided by the District to the SBSRD and upon request from time to time by the SBSRD to verify coverage.

e. The District agrees to provide immediate notice to the SBSRD of any dangerous or unsafe condition on District property that the District discovers or creates at the Facilities through sponsors or participants of an event scheduled by the District at the Facilities.

6. SBSRD Duties:

a. The SBSRD will coordinate and schedule its use of the Facilities in advance through the calendar as specified in this Agreement.

b. The SBSRD will pay the District for custodial support staff which is required or requested.

c. The SBSRD will pay the District for other support staff which is required or requested.

d. All payments to the District under this Agreement or the Lease Agreement shall be made monthly, in accordance with the Summit County payment policies.

e. The SBSRD will procure and maintain in full force during the term of this Agreement comprehensive general liability insurance naming both the District and the SBSRD as insureds in relation to the Facilities scheduled by the SBSRD. The limits of such insurance shall not be less than $2,000,000 per event. Appropriate certificates of such insurance shall be provided by the SBSRD to the District and upon request by the District from time to time to verify coverage.

f. The SBSRD agrees to provide immediate notice to the District of any dangerous or unsafe condition on the District Property that the SBSRD discovers or creates at the Facilities or on District property, through sponsors or participants of an event scheduled by the SBSRD at the Facilities.

g. The SBSRD shall maintain or cause its agents to maintain Fields A and B in accordance with the specifications set forth in Exhibit "C" attached hereto.

7. Event Revenues:

a. Ticket prices, if any, for an event will be determined by the party scheduling that event and all ticket revenues shall be the property of the scheduling party.

b. Taxes, if any, due on ticket sales will be paid by the party scheduling the event for which tickets were sold. If the District is held responsible by a taxing authority for any taxes for an event

scheduled by the SBSRD, the SBSRD will reimburse the District for the amount of the taxes for which the District is held responsible, and for all related costs, penalties, interest, and reasonable attorneys' fees incurred by the District. If the SBSRD is held responsible by a taxing authority for any taxes for an event scheduled by the District, the District will reimburse the SBSRD for the amount of the taxes for which the SBSRD is held responsible, and for all related costs, penalties, interest, and reasonable attorneys' fees incurred by the SBSRD.

c. Concessions may be sold at the option of the party scheduling the event. The scheduling party will retain all concession revenues received at its events, and is responsible for payment of all taxes, of any.

8. Calendaring the Use of Facilities:

The use of the Facilities and the scheduling of such use shall conform to the following requirements:

a. The parties shall each submit to the Advisory Board their respective calendars of anticipated events. Submissions will be at least ninety (90) days in advance of the scheduled event. The parties shall use their best efforts to maintain a long term scheduling calendar in order to avoid any conflicts.

b. Notwithstanding any other provision herein, District events will have first priority and the SBSRD second priority in calendaring and in use of the Facilities owned by the District (but not the property subject to the Lease with the SBSRD). Notwithstanding any other provision herein, SBSRD events will have first priority in calendaring and in use of Fields A and B leased by the SBSRD. Once a schedule has been established for a particular period, that schedule shall supersede the priorities set forth in this Agreement.

c. The District will have exclusive use of Fields A, B, C, & D from 6:00 a.m. through 4:00 p.m., Monday through Friday each week during days that school is in session unless mutually agreed upon with the SBSRD.

d. The SBSRD will have exclusive use of the Fields A, B, C, & D during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 4:00 p.m. and prior to 6:00 a.m.

Monday through Friday and all day Saturday and Sunday. The school year shall mean that period from August 15 to June 15.

e. The parties to this Agreement acknowledge and understand that the needs of the parties may change over time due to increased growth in the area and increased student population. The parties agree to negotiate in good faith and make necessary amendments to this Agreement to accomplish this intent.

f. The parties shall establish a reasonable schedule of maintenance of the Facilities to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

9. Maintenance, Repairs and Utilities:

The SBSRD and the District shall arrange and pay all costs for the janitorial, utilities (including water), garbage collection, repairs and maintenance on the Facilities. The District and the SBSRD shall reimburse the other for any pro rata share of the operating expenses for the Facilities during the term of this Agreement, including janitorial, utilities (including water), garbage collection, repairs and maintenance. The pro rata budget and calculations shall be reviewed annually by the Advisory Board for presentation to the SBSRD and the District for its mutual approval by March 31 of each year.

10. Compliance with Applicable Law:

The SBSRD and the District when using Facilities, will comply with all applicable federal, state and local government laws, regulations, and orders. If a specific event or activity scheduled by the SBSRD or the District would violate any such law, regulation , or order, the SBSRD or the District will take all steps necessary to comply therewith, including canceling the event if compliance is not possible.

11. Suitable Use:

The parties will use the Facilities only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Facilities without first obtaining written approval of the District or the SBSRD as may be appropriate.

12. Term:

This Agreement shall be in effect upon its execution by each of the parties hereto for however long the Lease between the parties governing the

some of the facilities is in effect. This Agreement may be renewed by the written consent of both parties. In the event of any default of any provision of this Agreement, the non-defaulting party shall give the defaulting party notice of the default, which if not cured within thirty (30) days may constitute grounds for terminating this Agreement. Any uncured default under the Lease Agreement shall be grounds for termination of this Agreement

13. Cancellation and Termination:

It is agreed that either party shall have the privilege, with cause, to cancel and annul this Agreement on one (1) year prior written notice by registered mail, or by personal delivery of written notice, to the other party.

14. Integrated Contract:

This Agreement represents the entire agreement between the parties, and supersedes any and all other agreements or understandings between the parties whether written or oral.

15. No Assignment:

Neither the District nor the SBSRD shall assign its rights and duties under this Agreement without the prior written consent of the other party.

16. Modification:

There may be no modification of this Agreement, except in writing, executed with the same formalities as this instrument.

17. Clause Headings:

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they appertain.

18. Notice:

Any notice required or called for under the terms of this Agreement shall be delivered by personal delivery or registered mail to the following addresses:

Superintendent
Park City School District
1250 Iron Horse Drive
P.O. Box 680310
Park City, Utah 84068

SBSRD
c/o Board Chair
P.O. 980127
Park City, Utah 84098

DATED the date first above written.

BOARD OF EDUCATION OF
PARK CITY SCHOOL DISTRICT

By: Nikki L. Lowry
Its: Board of Education President

Date: Dec. 10, 1996

By: D. Burke Kelly
Its: Business Administrator

Date: Dec. 10, 1996

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10 day of December, 1996, by Nikki L. Lowry, the Board of Education President of the Park City School District.

PATRICIA L. SHOWALTER
NOTARY PUBLIC • STATE of UTAH
2227 MONARCH DRIVE
PARK CITY, UT 84060
COMM. EXP. 4-1-97

Patricia L. Showalter
Notary Signature and Seal

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10 day of December, 1996, by D. Burke Jolley, the Board of Education Business Administrator of the Park City School District.

PATRICIA L. SHOWALTER
NOTARY PUBLIC - STATE of UTAH
2227 MONARCH DRIVE
PARK CITY, UT 84060
COMM. EXP. 4-1-97

Patricia L. Showalter
Notary Signature and Seal

SNYDERVILLE BASIN SPECIAL RECREATIONAL DISTRICT

By: Amanda C. Peterson
Its: Board Chair
Date: 12/10/96

By: Sharon Odell
Its: Treasurer
Date: 12/10/96

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10 day of December, 1996, by AMANDA Peterson, the Board Chair of Snyderville Basin Special Recreation District, a Utah body politic.

PATRICIA L. SHOWALTER
NOTARY PUBLIC · STATE of UTAH
2227 MONARCH DRIVE
PARK CITY, UT 84060
COMM. EXP. 4-1-97

Patricia L. Showalter
Notary Signature and Seal

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

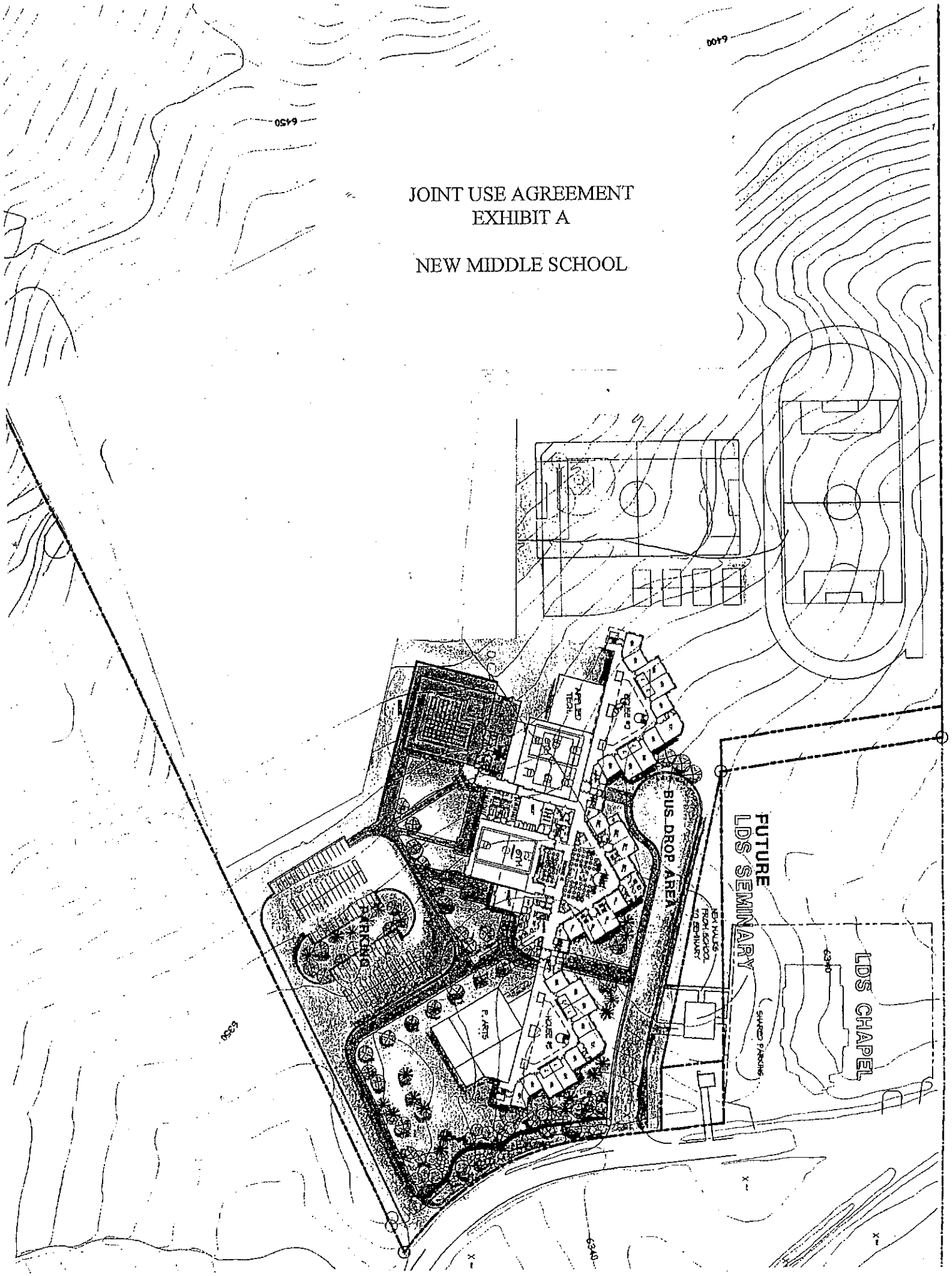
The foregoing instrument was acknowledged before me this 10 day of December, 1996, by SHARON ODELL, the Treasurer of Snyderville Basin Special Recreation District, a Utah body politic.

PATRICIA L. SHOWALTER
NOTARY PUBLIC · STATE of UTAH
2227 MONARCH DRIVE
PARK CITY, UT 84060
COMM. EXP. 4-1-97

Patricia L. Showalter
Notary Signature and Seal

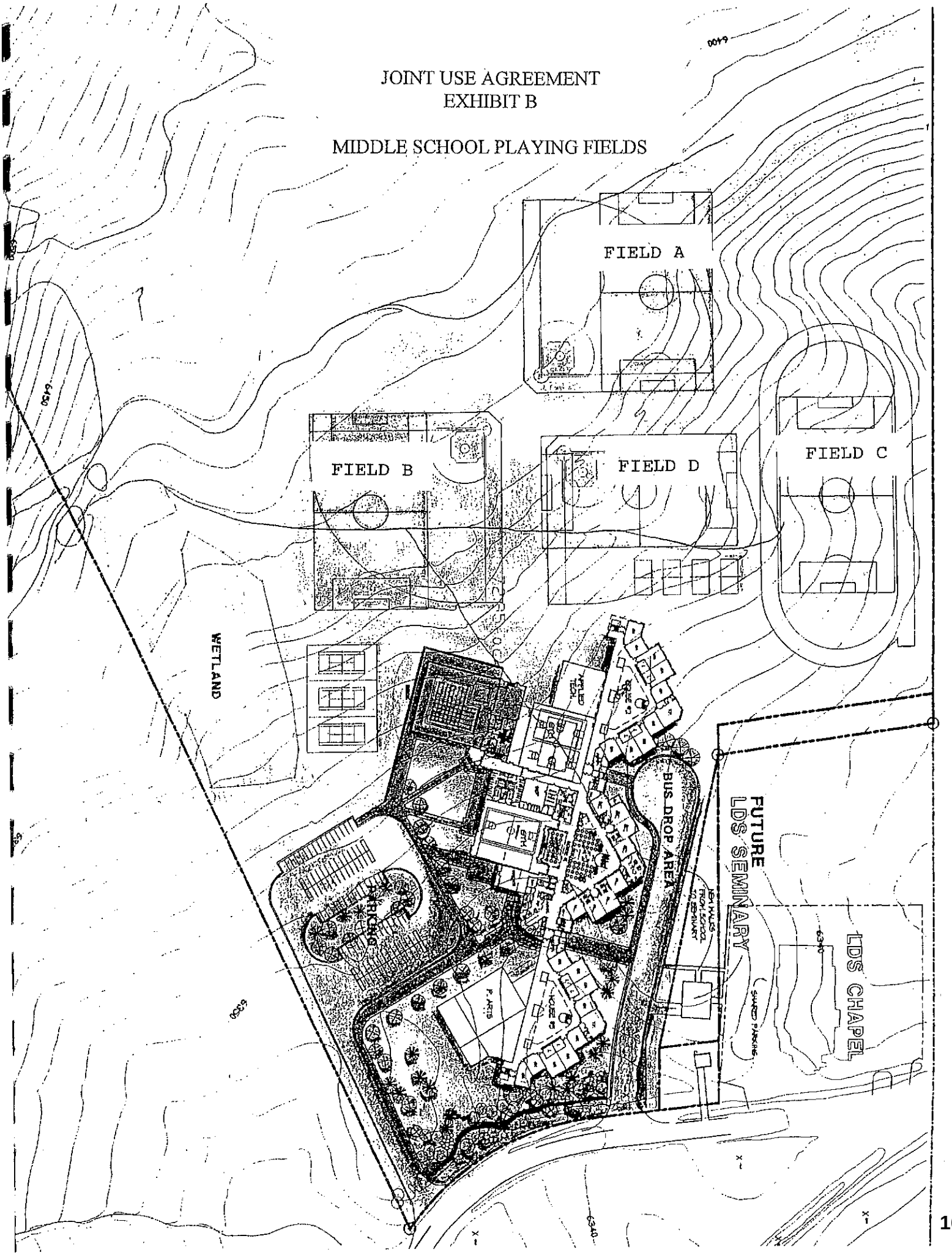
JOINT USE AGREEMENT
EXHIBIT A

NEW MIDDLE SCHOOL



JOINT USE AGREEMENT
EXHIBIT B

MIDDLE SCHOOL PLAYING FIELDS



JOINT USE AGREEMENT

EXHIBIT C

MIDDLE SCHOOL FIELDS

LEVEL III MAINTENANCE STANDARDS

Level III Maintenance Standards are operationally obsolete.

The Agreement for Joint Use of Facilities for Recreation, dated May, 2007, addresses field and facility maintenance in site-specific policies.

EXHIBIT G

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

Interlocal Cooperative Agreement for Regional Ice Facility

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "*Agreement*") is entered into effect August 31, 2004 by **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT** (the "*District*"), and by **PARK CITY MUNICIPAL CORPORATION** (the "*City*"), each political subdivisions of the State of Utah (collectively referred to herein as the "*Parties*"), for the purpose of outlining responsibilities associated with the cooperative construction and operation of a recreational ice facility.

RECITALS:

A. UTAH CODE ANN. § 11-2-1 authorizes governmental entities such as the Parties to designate, acquire, equip, operate and maintain public recreational facilities.

B. The "Interlocal Cooperation Act," UTAH CODE ANN. §§ 11-13-101 to -313, as amended (the "*Act*"), enables governmental entities such as the Parties to cooperate with each other on the basis of mutual advantage to more efficiently provide governmental facilities, services and improvements to the general public, including, without limitation, public recreational facilities.

C. The Parties are each committed to promoting the health and welfare and enhancing the quality of life for their citizens.

D. In furtherance of those purposes, the Parties desire to jointly develop an ice skating facility available to the public (the "*Ice Facility*"), to enhance recreational opportunities within the geographical region where both are situated (the "*Region*"), thereby promoting the health, safety and welfare of their citizens.

E. The Parties have each determined that the Ice Facility will prove a valuable asset to their respective constituents and the development thereof is fully consistent with their respective institutional missions and the public interest.

F. Park City voters, via special bond election held November 6, 2001, authorized the City to issue general obligation bonds in an amount not to exceed Four Million Dollars ($4,000,000.00) to construct an ice facility and make park improvements ($2,000,000.00 to be used for the Ice Facility and $2,000,000.00 for use towards other park improvements). The City's use of such bond proceeds to construct, maintain, own, and operate the Ice Facility pursuant to this Agreement is intended to fulfill the City's obligations to construct an ice facility pursuant to said bond election.

G. District voters, in a special bond election held on November 6, 2001, authorized the District to issue general obligation bonds ("the Bonds") for the purpose of acquiring, constructing and equipping an ice rink and other recreation facilities, and the District intends to use funds received as proceeds from the sale of the Bonds for the District share of the cost of the initial construction of the Ice Facility subject to this Agreement to fulfill the obligation of the District to provide the Ice Facility authorized in the special bond election.

H. This Agreement shall not become effective until it is first approved by resolution of the District Administrative Control Board (the "*District Board*") and of the City's City Council, as evidenced by the execution hereof by the appropriate officers of the District and the City.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the Parties' mutual covenants and undertakings, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows in compliance with and pursuant to the provisions of the Act:

ARTICLE 1
DEFINITIONS; INTERPRETATION

Section 1.1. **Definitions**. In this Agreement and any amendments hereto, the following terms shall have the meanings specified below:

"*Act*" shall mean the Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -313, as amended.

"*Agreement*" shall mean this "Interlocal Cooperative Agreement for Regional Ice Facility."

"*City*" shall mean Park City Municipal Corporation and its successors.

"*District*" shall mean Snyderville Basin Special Recreation District and its successors.

"*Parties*" shall mean both the City and the District collectively

"*Ice Facility*" shall mean the regional ice rink and associated required parking facility designed, constructed, and operated pursuant to this Agreement. As used herein, "Ice Facility" shall not include the City-owned real property upon which the regional ice rink will be located.

"*Lease*" shall mean any lease, sublease, operating, management or similar agreement affecting the Ice Facility.

"*Net Operating Deficit*" shall mean the negative difference between all revenues and all expenditures of the Ice Facility, with the exception of general obligation bond debt payments of the District and the City.

"*Net Operating Profit*" shall mean the positive difference between all revenues and all expenditures of the Ice Facility, with the exception of general obligation bond debt payments of the District and the City.

"*Ice Facility Reserve Fund*" shall mean the monies set aside to cover any operating budget deficits.

"Capital Replacement Reserve Fund" (CRRF) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

"Expansion Fund" shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

"*Use Guidelines*" shall mean operating goals and objectives of the Ice Facility, as outlined by both Parties. They are intended to serve as advisory guidelines.

Section 1.2. **Interpretation**. This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) Definitions include both singular and plural;

(b) Pronouns include both singular and plural and cover both genders; and

(c) The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

ARTICLE 2
DESIGN, PLANNING AND CONSTRUCTION RESPONSIBILITIES

Section 2.1. **Intent:** The Parties recognize the value in combining financial resources to jointly construct, maintain, and operate the Ice Facility. The Parties also recognize the potential challenges of having multiple parties involved in the planning, design and construction. Therefore, given the contribution of land by the City and the nature of the larger proposed recreation complex project and the City ownership, the Parties agree that the City shall solely own the Ice Facility and will take the lead in the design, planning and construction of the Ice Facility. The City will involve District representatives in all stages of the design and construction phase so that District recommendations can be taken into consideration by the City. The District recommendations will be considered advisory only and shall not be controlling.

Section 2.2. **City Responsibilities**. The City will:

(a) Complete all preliminary planning steps, to include site surveys, wetland studies, environmental reviews, and regulatory compliance coordination.

(b) Complete all action steps related to annexing the City-owned property into the City limits.

(c) Prepare and administer all RFP's, professional service contracts, and construction agreements necessary to complete the design and construction of the Ice Facility.

(d) Select and retain the services of an ice facility consultant who will be available for consultation during design and construction phases of the Ice Facility. The City will also actively seek to hire a General Manager of the overall recreation complex who has a background in ice facility management. It will be the City's desire to select and phase in the hiring schedule of the General Manager so as to allow involvement in the planning and construction phases.

(e) Prepare project and construction budgets that will define the anticipated costs associated with the Ice Facility.

(f) Contribute all necessary land and $2 million dollars towards the capital costs of designing, constructing and outfitting the Ice Facility.

(g) Invite the District to participate and add recommendations in each of the above steps in an advisory capacity.

(h) Budget annually and contribute a minimum of $50,000 a year to the Operating Subsidies outlined in Section 4.3.

(i) Provide to the public reasonable access to the ice rink located at the Park City Recreation Complex, which it operates and maintains. The City will make best efforts to balance local programming with tourist related revenue producing events. Efforts will be made to track direct and indirect benefits of hosting events. As a guideline, the City will look to reduce the operating deficit by promoting and hosting events. Local programming should not be negatively interrupted for events that do not see a net profit through direct and indirect revenues.

Section 2.3. **District Responsibilities:** The District will:

(a) Appoint a representative(s) to assist the City in various design and construction stages outlined in Sections 2.1 and 2.2 herein.

(b) Contribute $2 million dollars towards the capital costs of designing, constructing and outfitting the Ice Facility.

(c) Budget annually and contribute a minimum of $50,000 a year to the Operating Subsidies outlined in Section 4.3.

Section 2.4. If after thirty (30) days written notice from the District and opportunity to cure, the City fails to budget and contribute the funds committed under the terms of this Agreement, then the District shall have the right to terminate this Agreement as provided in Articles 6 and 8 herein.

Section 2.5 If after thirty (30) days written notice from the City and opportunity to cure, the District fails to budget and contribute the funds committed under the terms of this Agreement, then this Agreement shall automatically terminate and the District shall forfeit all benefits and rights conferred upon the District and residents of the District by this Agreement, including but not limited to the balanced fee benefit provided at Section 5.3 and any claim or right to assets and/or remuneration pursuant to Article 6.

ARTICLE 3
FACILITY DESCRIPTION; FINANCIAL ISSUES

Section 3.1. **Description of the Facility**. The Ice Facility shall be owned solely by the City and will be located on City-owned land near the State Route 248 / Highway 40 interchange (Quinn's Junction). The facility area description and listing of minimum building components are described in greater detail in Exhibit"A" of this Agreement. No title or interest in the City-owned real property upon which the Ice Facility will be located shall transfer or otherwise vest in the District as a result of this Agreement.

Section 3.2. **Initial Capital Contributions**. In addition to City owned land, each Party agrees to fund $2 million dollars toward the design, planning, construction and initial outfitting of the Ice Facility. By December 1, 2004, each Party will secure and have available funds of no less than $2 million dollars to contribute towards the above outlined costs. The Parties agree that all work associated with Ice Facility improvements and outfitting of the Ice Facility will be paid for through use of the initial capital contributions and any monies raised through fundraising. Costs include, but are not limited to, surveys, legal descriptions, title reports, architectural design fees, construction costs, construction management fees, furniture, fixtures and equipment. Capital equipment shall include items defined in Exhibit "B". The CRRF will provide for Ice Facility repair and Ice Facility upgrades.

(a) **Breakdown of Initial Capital Allocations** - The Parties agree that with the known funds available, the initial capital contributions will be divided as follows:

1. Construction Costs = $3.5 million
2. Design & Outfitting Costs = $.5 million

Total = $4 million

(b) **Review Period** – The City and District will meet upon completion of design development drawings to review cost estimates and options given the project budget of $4 million dollars. Discussions at this time will evaluate the ability to deliver the project within budget or whether an amendment to this Agreement is necessary.

(c) The Parties agree to address projected shortfalls prior to construction bid advertisement through reduction in scope and/or through capital campaign efforts. Amendments to this Agreement pursuant to Section 9.12 may be necessary.

(d) In the event cost estimates exceed available funds, the Parties agree to value engineer the project, which may include further reductions in scope.

ARTICLE 4
OPERATION OF THE ICE FACILITY

Section 4.1. **Management**. The City will oversee management and operation of the Ice Facility and overall Quinn's Junction Recreation Complex. A professional ice facility manager (the "*General Manager*") will be hired as required by Section 2.2.d. above, employed by the City and be responsible for managing the Ice Facility.

Section 4.2. **Annual Budget**. An annual budget breaking down the costs of operating the Ice Facility will be prepared by the General Manager and incorporated into the City's overall budgeting system, in accordance with Section 4.3, below.

Section 4.3. **Operating Contributions**.

(a) *Annual Net Operating Deficit/Profit*. The Parties acknowledge the expectation that the Ice Facility will not achieve 100% cost recovery on the operating costs through revenues generated by the Ice Facility. A long-range plan of minimizing the operating deficits and targeting a break-even or possibly a net operating profit will be a goal of the General Manager. In the event that there is a Net Operating Profit, the City will accumulate that profit into an undesignated fund balance to offset future net operating deficits. The Parties agree as follows:

(1) Funds. The City shall create three funds ("Funds") for the purpose of reducing the anticipated annual Net Operating Deficit (Ice Facility Reserve Fund), and accumulating monies for the Capital Replacement Reserve Fund (CRRF) and Expansion Fund. Said funds may be augmented through grant applications and other sources. The funds will be placed in interest-bearing accounts managed by the City, in accordance with rules of the State Money Management Act, UTAH CODE ANN. §§ 51-7-1, *et seq*.

(2) Annual Operating Subsidies.

i. *City Responsibilities*. The City will annually budget for and contribute a minimum of $50,000 per fiscal year into the Funds in accordance with Subsection v. below. The City will track and report on the Ice Facility's budget performance.

ii. *District Responsibilities*. The District will budget for and contribute a minimum of $50,000 per fiscal year into the Funds, in accordance with Subsection v. below. It is understood by the Parties that the District intends to generate contributions through RAP tax grant applications by the SBSRD in the first two years of operation. In the event that RAP tax proceeds exceed $50,000 in the first two years of operation, the SBSRD will commit an additional 50% of any RAP receipts in excess of the $50,000 minimum. In subsequent years, the District's contribution will not be more or less than $50,000 per year even with fluctuations in the Ice Facility budget, unless amended pursuant to item v. set forth below. It is also understood by the Parties that should RAP tax grants be unavailable to the District, then the District will contribute their minimum $50,000 annual payment through other funding mechanisms.

iii. The allocation of the District contribution will be distributed based on the "District's Annual Payment Distribution Schedule" as outlined within Exhibit B pursuant to the following order of priority in the three basic categories of:

1. Ice Facility Reserve Fund
2. Capital Replacement Reserve Fund
3. Expansion Fund

iv. The District and City commit to making funding contributions under the following schedule, or as otherwise agreed to by the Parties with the intent that the contributions generally occur during the first two years of Ice Facility operations:

a. First Payment – December 15, 2005, or 6 months prior to scheduled facility completion date, whichever comes later.
b. Second payment – by December 15, 2006
c. Subsequent years – by December 15th of each subsequent year

v. The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund.

a. The review will include a specific evaluation of the allocation to the Ice Facility Reserve Fund, and the allocation to the CRRF to verify growth in the CRRF through an annual transfer to be specified as a line item in the Ice Facility budget. It is the long-term goal of the District for their annual contribution to go to the CRRF and Expansion fund.
b. Any withdrawal from the CRRF by the City will require notice to the District. Fund activity and balance will be reported annually as a part of the City's annual independent audit.

(3) Ongoing Maintenance. The Parties anticipate that the City will recover (to the extent possible) the Ice Facility's maintenance costs through user fees, as assisted by the Parties' annual contributions and the accumulated Ice Facility Reserve Fund. The Parties Agree that the CRRF may be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of $1,000.

(4) The City will set fees and program activities for the Ice Facility in conformance with the terms of this Agreement and utilizing Exhibit C – "Use Guidelines" as a tool to assist in determining the right mix and balance of operating fees and activity schedules.

(5) *Fundraising*. In addition to revenue generation through traditional user fees and concessions, the City & District shall endeavor to increase revenues through efforts to obtain sponsorships, individual donations, and various charitable contributions. Acceptable means of revenue generation include, but are not limited to, dasher board and program advertising, sponsorships and grant writing.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

Section 5.1. **Filing of Agreement**. The Parties each covenant that this Agreement shall be filed with its keeper of records as required by the Act.

Section 5.2. **No Litigation**. The Parties each represent and warrant that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which the District or the City, as applicable, is a party or to which any of its property is subject which, if determined adversely to such Party, would individually or in the aggregate (a) affect the validity or the enforceability of this Agreement, or (b) otherwise materially adversely affect such Party's ability to comply with its obligations hereunder.

Section 5.3. Residents of the District shall not be charged any cost for the use of the Ice Facility in excess of the cost paid by residents of the City for the use of the Ice Facility. City residents shall not be granted discounts or any other economic reduction in the cost of use not equally available to residents of the District for use of the Ice Facility. The intent of this provision is to make access to and use of the Ice Facility for residents of the District equal to the costs and terms for access to and use of the Ice Facility for City residents during the period this Agreement is in force.

ARTICLE 6
TERM; TERMINATION

Section 6.1. **Term**. This Agreement shall be in full force and effect and be legally binding upon the Parties only after its execution, following approval by resolution by the District Administrative Control Board and the City's City Council and shall run for a term of fifty (50) years or the maximum duration allowed by Utah Code Ann. § 11-13-216, as amended, if such maximum duration exceeds fifty (50) years.

Section 6.2. **Termination**. Unless terminated pursuant to the default provisions at Sections 2.4 and 2.5 and Article 8 herein, or upon expiration of the term of this Agreement pursuant to Section 6.1 herein, this Agreement may be terminated only via amendment to this Agreement duly executed by the Parties pursuant to Section 9.12 herein.

Section 6.3. **Disposition of Assets Upon Termination**. Upon termination of this Agreement pursuant to Section 6.2 herein, the Parties hereby agree that the City shall retain all ownership, use, and control rights to the Ice Facility and that the City shall pay to the District a settlement amount equal to the depreciated value of the District's total capital contributions pursuant to this Agreement.

ARTICLE 7
INDEMNIFICATION; INSURANCE

Section 7.1. **Indemnification**. The Parties are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30-1, *et seq.*) (the "*Immunity Act*") and shall enjoy all of the immunities, benefits and protections thereunder. Consistent with the terms of the

Immunity Act, and as provided herein, the District, the City each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

Section 7.2. **Insurance**. The City shall maintain public liability and Building and Contents Insurance as required by approved City standards.

ARTICLE 8
DEFAULT

A Party shall be in default under this Agreement if it fails to perform any obligation hereunder within thirty (30) days after written demand by the other Party. Upon a Party's uncured default hereunder, the non-defaulting Party shall be entitled to pursue any and all remedies available at law or in equity. Prior to terminating this Agreement for default pursuant to Section 2.4 or 2.5 herein, the non-defaulting Party shall deliver written notice of its intent to terminate the Agreement to the Party in default. If the Party in default fails to cure the default within thirty (30) days of such notice, this Agreement shall automatically terminate.

ARTICLE 9
GENERAL PROVISIONS

The following provisions also are integral to this Agreement:

Section 9.1. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 9.2. **Integration.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire contract between the Parties.

Section 9.3. **Time.** Time is the essence hereof.

Section 9.4. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 9.5. **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 9.6. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

Section 9.7. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 9.8. **Litigation.** If any action, suit or proceeding is brought by a Party against the other Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party. Unless otherwise expressly provided in this Agreement, no breach of this Agreement shall entitle any party to unilaterally cancel, rescind or terminate this Agreement; but such limitations shall not affect in any manner any other rights or remedies which either party may have by reason of any such breach.

Section 9.9. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

Section 9.10. **Counterparts.** This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original.

Section 9.11. **Further Acts**. The Parties agree that they will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 9.12. **Amendment**. This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of each of the Parties after the adoption of a resolution by their respective governing bodies approving the modification or amendment, provided, however, that if the Parties have outstanding debt, no amendment to this Agreement may be made which would have a material adverse impact on the debtors without the prior consent of said debtors.

Section 9.13. **Assignment**. Neither Party may assign any interest herein without consent of the other Party and receipt by the City and the District of an opinion of counsel to the effect that such assignment is authorized under the Act. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of the Parties.

Section 9.14 **Notices**. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

If to the District:
Snyderville Basin Special Recreation District
Attention: District Administrator
P.O. Box 980127
Park City, UT 84098

If to the City:
Park City Municipal Corporation
Attention: City Manager
P.O. Box 1480
Park City, UT 84060

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST:

Scott Siemon, Clerk

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

8/31/04

Tim Douglas, Board Chair

PARK CITY MUNICIPAL CORPORATION

Janet M. Scott City Recorder

Dana Williams, Mayor

APPROVED AS TO FORM:

Timothy C. Twardowski,
Assistant Park City Attorney

PARSONS, ~~DAVIES~~, KINGHORN & ~~PETERS~~ HARRIS

Gerald H. Kinghorn,
Attorney for the Snyderville Basin Special Recreation District

8-26-2004

Exhibit A

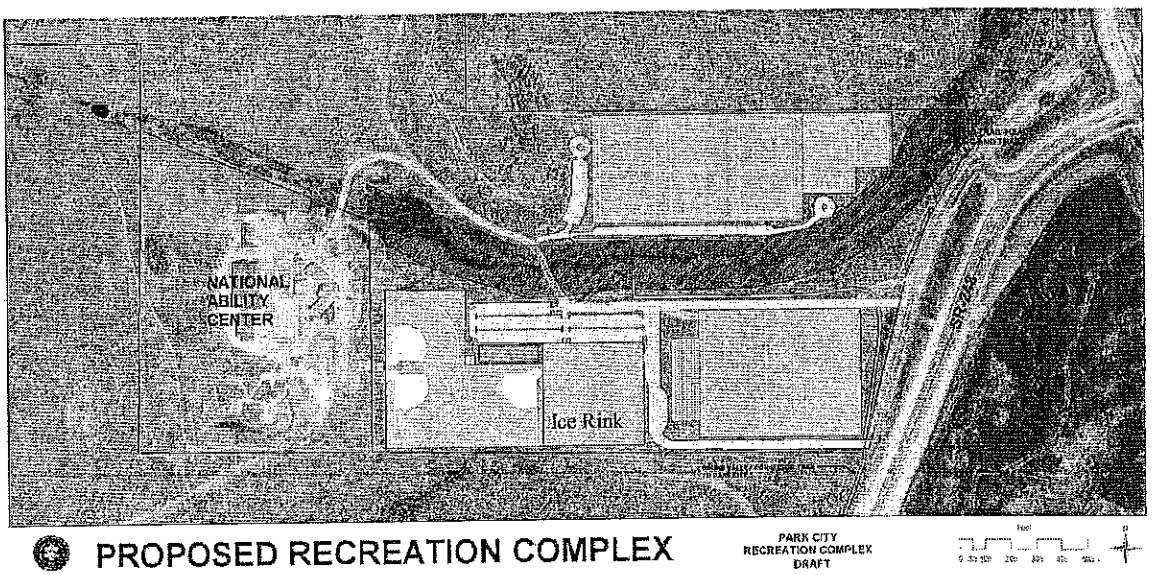
Ice Facility Area Description, Components, Concept Drawing

I. Area Description:
The Ice Facility will be located on City-owned land near the State Route 248 / Highway 40 interchange (Quinn's Junction).

II. Ice Facility Components:

a) Initial construction is proposed to include a minimum:
   (1) 100' x 200' enclosed ice sheet
   (2) Bleacher seating (200-300, plus slab space to allow for temporary bleacher seating for an additional 300-400).
   (3) Four Team locker rooms, 1 ref/family,
   (4) restrooms for a minimum of 600,
   (5) concession area for skate rentals and sharpening
   (6) entry vestibule/ticket sales/warming area
   (7) food and pro shop "flex space,"
   (8) mechanical and zamboni storage
   (9) meeting/party room(s)
   (10) Office Space

b) Conceptual Drawing:



8-26-2004

Exhibit B

Estimated Initial Furnishings, Fixtures & Equipment

Ice Resurfacer (Zamboni)	1	$	90,000.00
Edger for ice Maintenance	1	$	4,000.00
Flooding hoses/ shovels/squeegees		$	1,000.00
Ice Painting Equipment	1	$	2,500.00
Hockey Nets (pairs)	2	$	3,000.00
Scoreboard	1	$	9,500.00
Handtools and Hardware		$	3,500.00
Floor Scrubber	1	$	6,000.00
Vacuum and Cleaning tools		$	1,500.00
Ladders		$	1,500.00
Concession Equipment		$	45,000.00
Chairs & tables		$	25,000.00
Smallwares		$	25,000.00
Phone system	1	$	20,000.00
Computers		$	10,000.00
Office Furniture		$	10,000.00
Cash Registers		$	2,500.00
Specialty Audio / Video Equipment		$	-
Photocopiers/Fax machines	1	$	15,000.00
Rental Skates / Helmets	600 pair	$	45,000.00
Skate Aides	50	$	2,500.00
Skate Sharpening Machines	2	$	20,000.00
TOTAL		**$**	**342,500.00**

Estimated Capital Replacement Lifespans per Equipment Type

Equipment	Life Expectancy/yrs	Cost	Comments		40 Year Life Cycle cost
Zamboni	10	$90,000.00	Trade in Value ($25,000.00)		$195,000.00
Ice Edger	5	$4,000.00			$28,000.00
Hockey Nets	5	$1,500.00			$10,500.00
Scoreboard	20	$10,000.00	Trade in Value ($2,000.00		$8,000.00
Compressors	3	$4,000.00	(2 compressors) Rebuilt on 3 year cycle		$104,000.00
Chiller	20	$50,000.00	Total Replacement		$50,000.00
Condenser	20	$45,000.00	Total Replacement		$45,000.00
Coolant Pumps	15	$5,000.00	Replacement		$12,500.00
Dehumidifier	10	$20,000.00	Desiccant Wheel Replacement		$60,000.00
HVAC Units	20	$15,000.00	Estimate 4 Units		$60,000.00
Water Heaters	10	$10,000.00	Estimate 2 Units		$60,000.00
Rubber Skaters Flooring	10	$50,000.00	Replacement of flooring in High Traffic Areas		$150,000.00
Rental Skates	10	$75.00pr.	Replace 50% of inventory every 5 years		$67,500.00
Skate Sharpener	10	$10,000.00	Trade In Value $1000.00		$54,000.00

Estimated Capital Replacement Costs by Year

(based on 40-year life cycle)

Year	Equipment Needed	Notes	Individual Equip. Cost	TOTAL COST FOR YEAR
3	Compressors	Two compressors at $4,000 each	$8,000	$8,000
5	Ice Edger		$4,000	
	Hockey Nets		$1,500	$5,500
6	Compressors	Two compressors at $4,000 each	$8,000	$8,000
9	Compressors	Two compressors at $4,000 each	$8,000	$8,000
10	Hockey Nets		$1,500	
	Ice Edger		$4,000	
	Zamboni		$90,000	
	Dehumidifier	Desiccant Wheel Replacement	$20,000	
	Water Heaters	Estimate 2 Units at $10,000 each	$20,000	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	$50,000	
	Rental Skates	Three hundred skates at $75/pair (replace 50% of inventory every 5 years)	$22,500	
	Skate Sharpener	Two sharpeners at $10,000 each	$20,000	$228,000
12	Compressors	Two compressors at $4,000 each	$8,000	$8,000
15	Hockey Nets		$1,500	
	Ice Edger		$4,000	
	Compressors	Two compressors at $4,000 each	$8,000	
	Coolant Pumps	Replacement	$5,000	$18,500
18	Compressors	Two compressors at $4,000 each	$8,000	$8,000
20	Skate Sharpener	Two sharpeners at $10,000 each	$20,000	
	Rental Skates	Three hundred skates at $75/pair (replace 50% of inventory every 5 years)	$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	$50,000	
	Water Heaters	Estimate 2 Units at $10,000 each	$20,000	
	Dehumidifier	Desiccant Wheel Replacement	$20,000	
	Hockey Nets		$1,500	
	Ice Edger		$4,000	
	Zamboni		$90,000	

	Scoreboard		$10,000	
	Chiller	Total Replacement	$50,000	
	Condenser	Total Replacement	$45,000	
	HVAC Units	Estimate 4 Units at $15,000 each	$60,000	$393,000
21	Compressors	Two compressors at $4,000 each	$8,000	$8,000
24	Compressors	Two compressors at $4,000 each	$8,000	$8,000
25	Hockey Nets		$1,500	
	Ice Edger		$4,000	$5,500
27	Compressors	Two compressors at $4,000 each	$8,000	$8,000
30	Skate Sharpener	Two sharpeners at $10,000 each	$20,000	
	Rental Skates	Three hundred skates at $75/pair (replace 50% of inventory every 5 years)	$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	$50,000	
	Water Heaters	Estimate 2 Units at $10,000 each	$20,000	
	Dehumidifier	Desiccant Wheel Replacement	$20,000	
	Coolant Pumps	Replacement	$5,000	
	Hockey Nets		$1,500	
	Ice Edger		$4,000	
	Compressors	Two compressors at $4,000 each	$8,000	
	Zamboni		$90,000	$241,000
33	Compressors	Two compressors at $4,000 each	$8,000	$8,000
35	Hockey Nets		$1,500	
	Ice Edger		$4,000	$5,500
36	Compressors	Two compressors at $4,000 each	$8,000	$8,000
39	Compressors	Two compressors at $8,000 each	$8,000	$8,000
40	Skate Sharpener	Two sharpeners at $10,000 each	$20,000	
	Rental Skates	Three hundred skates at $75/pair (replace 50% of inventory every 5 years)	$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	$50,000	
	Water Heaters	Estimate 2 Units at $10,000 each	$20,000	
	HVAC Units	Estimate 4 Units at $15,000 each	$60,000	
	Dehumidifier	Desiccant Wheel Replacement	$20,000	
	Condenser	Total Replacement	$45,000	
	Chiller	Total Replacement	$50,000	
	Scoreboard		$10,000	

Hockey Nets	$1,500	
Ice Edger	$4,000	
Zamboni	$90,000	$393,000

Grand Total of Costs for 40 years ***$1,378,000***

* Forecasted expenditures include costs in year 40 that would extend the itemized equipments respective lifespan one more cycle.

District's Annual Payment Distribution Schedule

Year	Operating Deficit Contrib. (%)	Estimated Op Deficit Dollar Contrib	District CRRF Contrib. (%)	Estimated CRRF Contribution In $	Estimated CRRF $ need per above	District Expansion Fund (%)	Estimated Expansion Contribution In $
1 - 2	90%	$90,000	10%	$10,000	$0	0%	$0
3 - 6	0%	$0	75%	$150,000	$21,500	25%	$50,000
7 - 10	0%	$0	75%	$150,000	$236,000	25%	$50,000
11-15	0%	$0	75%	$187,500	$26,500	25%	$62,500
16-20	0%	$0	75%	$187,500	$401,000	25%	$62,500
21-25	0%	$0	50%	$125,000	$21,500	50%	$125,000
26-30	0%	$0	50%	$125,000	$249,000	50%	$125,000
31-35	0%	$0	50%	$125,000	$13,500	50%	$125,000
36-40	0%	$0	50%	$125,000	$409,000	50%	$125,000
	Totals	$90,000		$1,185,000	$1,378,000		$725,000

* May be amended per Section 4.3.2.v.

Exhibit C

Use Guidelines

The purpose of these Use Guidelines is to provide for the shared use of the Ice Facility for all Park City and Snyderville Basin residents, according to the parameters set forth herein, and to designate the rights and responsibilities of the Parties regarding the shared use of the Facilities.

1. User fees for City and District users shall be the same. At such time as it may occur that Summit County contributes capital and/or operational funding, the Parties will consider a similar County-wide User Fee.

2. The City agrees to provide to the public reasonable access to the ice rink located at the Park City Recreation Complex, which it operates and maintains. The City will make best efforts to balance local programming with tourist related revenue producing events. Efforts will be made to track direct and indirect benefits of hosting events. As a guideline, the City will look to reduce the operating deficit by promoting and hosting events. Local programming should not be negatively interrupted for events that do not see a net profit through direct and indirect revenues.

3. The Parties agree that it is acceptable for ice programming operations to commence on a seasonal schedule, October through April each year. At such time that the Facility's General Manager and City can project a net benefit to the budget for year-round ice operations, the decision will rest with the decision making authority of the City.

4. The Parties agree that prior to Ice Facility occupancy they will develop and adopt Ice Facility Use Policies that shall further define and refine the operational aspects of this Attachment C. The Ice Facility Use Policies shall govern the use of the Ice Facility by all persons and groups. The Parties may alter, change, and add any rules they deem necessary to protect the public and to operate and maintain the facility at a standard acceptable to the Parties.

5. Concessions and Pro-shop Revenues.. The Parties agree that the General Manager will allocate concession and pro-shop revenues in a manner consistent with the activity driving the revenue collection. Additionally, the Parties understand that the capital improvement costs associated with any upgrades to the Ice Facility design for areas such as the pro shop and concessions area for the purposes of enhancing the use of the outside fields, will be funded from the associated Fields construction budget.

6. Event Revenues. Ticket prices, if any, for an event will be determined by the entity scheduling that event and all ticket revenues shall be the property of the scheduling entity, or as otherwise agreed to between the scheduling entity and the City. Upon consent of the City, concessions may be sold at the option of the entity scheduling the event. If the scheduling entity retains concession revenues received at its events, it is responsible for payment of all applicable taxes.

7. Taxes. Taxes, if any, due on ticket sales will be paid by the entity scheduling the event for which tickets were sold.

8. Suitable Use. The parties will use the Ice Facility only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Ice Facility without first obtaining written approval of the City and District.

9. Maintenance, Repairs and Utilities. The City shall arrange and pay all costs for the janitorial, utilities, garbage collection, repairs and maintenance on the Ice Facility.

10.Compliance with Applicable Law: The City and the District agree that Ice Facility Uses will comply with all applicable federal, state and local government laws, regulations, and orders. If a specific event or activity would violate any such law, regulation or order the Parties will take all steps necessary to comply therewith, including canceling the event if compliance is not possible.

EXHIBIT G1

May 6, 2009

LETTER OF CONSENT

Purpose:

The Interlocal Agreement between Park City and the District was approved August 31, 2004, and the Ice Arena opened in February, 2006. This letter is intended to fulfill obligations of the parties with respect to Article 4, "Operation of the Ice Facility" and specifically Section 4.3 "Operating Contributions" paragraph (a)(2)v.

> "The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund."

Definitions:

"*Ice Facility Reserve Fund*" shall mean the monies set aside to cover any operating budget deficits.

"*Capital Replacement Reserve Fund*" *(CRRF)* shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

"*Expansion Fund*" shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

Consent to re-allocate between Funds:

This letter is intended to document direction and consent given by the Snyderville Basin Special Recreation District Board at their regularly scheduled meeting on April 1, 2009 for the following re-distribution of the District's contribution between the Funds.

- The existing fund balance of $25,000 in the Expansion Fund, plus interest accrued, shall be reserved and restricted for the master plan and conceptual design specific to future expansion of the facility.
- Allocation of the annual District contribution will go to the Capital Facilities Replacement Reserve (CRRF).

The District Board reserves the right to modify the distribution at the time of the 3rd year review in 2012.

This Letter of Consent is dated May 6, 2009.

Acknowledgment:

Park City Municipal Corporation

ATTEST

JANET M. SCOTT, CITY RECORDER

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Acknowledgment:

Chairman
Snyderville Basin Special Recreation District

EXHIBIT G2

MEMORANDUM OF UNDERSTANDING FOR EVENT FLOORING

This Memorandum of Understanding ("MOU") is made and entered into this 17TH day of March 2010, by and between Park City Municipal Corporation ("Park City") and Snyderville Basin Special Recreation District ("Basin Recreation") jointly referred to herein as the "Parties."

Purpose: The purpose of this MOU is to establish protocol for shared use of event flooring tiles for the Park City Ice Arena and Basin Recreation Fieldhouse

Whereas, the Park City Ice Arena is a cooperative project between Park City Municipal Corporation ("Park City) and Snyderville Basin Special Recreation District ("Basin Recreation"), the agencies agree it is in the best interest of both parties to provide shared use of special event flooring; and

Whereas, Park City is the owner of ice arena event flooring tiles acquired with proceeds of a Restaurant Tax Grant awarded on July 21, 2006, attached as Exhibit A; and

Whereas, the Basin Recreation Fieldhouse is owned and operated by Basin Recreation; and

Whereas, the Basin Recreation Fieldhouse is, from time to time, a host venue for large special events for which event flooring tiles are needed to prevent damage to indoor artificial turf.

Now, therefore, the Parties intend to jointly plan and establish protocol for shared use of event flooring tiles for the Park City Ice Arena and Basin Recreation Fieldhouse as provided more specifically in this Memorandum of Understanding.

1. Park City will allow the event flooring tiles to be stored and used by Basin Recreation at no charge for an unspecified period of time, thereby relieving the cost burden and visual impact of storage containers for the flooring tiles at the Park City Ice Arena.
2. At their sole expense, Basin Recreation has arranged for the transport of the flooring tiles to a storage location proximate to the Fieldhouse at Kimball Junction. Basin Recreation will pay for the cost of a suitable storage facility while in possession of all or any portion of the event flooring tiles and agrees to insure the flooring tiles for loss or damage under the District's standard building and contents insurance policy.
3. Basin Recreation will reserve the use of the flooring for special events, as follows:
    a. Fieldhouse events, as they are calendared, will take priority.
    b. Park City Ice Arena may reserve flooring on an event basis, provided there is no conflict with Fieldhouse events previously calendared. Once reserved, Fieldhouse staff will ensure flooring is available for use by the Park City Ice Arena during the agreed to reservation period.
    c. Proceeds from rental fees are intended to recoup expenses associated with event flooring and shall be kept as revenue by the host venue.
4. With respect to use of event flooring by Park City Ice Arena, Park City will be fully responsible for all costs associated with transport, setup/breakdown and return of the flooring to the Basin Recreation storage facility. Flooring will be re-stored in substantially the same condition and configuration in which it was found.
5. At such time either Park City or Basin Recreation receive an inquiry from a third party to borrow or rent flooring for use at an offsite venue, Park City and Basin Recreation will jointly evaluate the request and agree upon the terms and conditions of use of and costs charged for, or denial of the request.
6. Basin Recreation makes no guarantees as to the storage location of the flooring in the future, which will be determined by a cost/benefit analysis including, but not limited to, frequency of use, manpower needs, storage availability and site constraints.

7. Park City and Basin Recreation acknowledge that the flooring is made up of plastic tiles with a linking system designed to secure the attachment between tiles. Park City agrees to hold Basin Recreation harmless for wear, tear, damage to, or destruction of any or all flooring tile components and Basin Recreation will not be held responsible for replacement, or the replacement cost, of flooring. Basin Recreation may purchase additional flooring tiles at its sole expense to support special event needs at the Fieldhouse. Basin Recreation shall mark and retain ownership of tiles added to the inventory. Park City and Basin Recreation will act cooperatively in good faith to keep the system functional and whole for its intended purpose.
8. Park City may terminate this Agreement upon giving sixty (60) days notice to Basin Recreation and shall reclaim the flooring within thirty (30) days of termination. Park City will negotiate in good faith to accommodate previously scheduled Fieldhouse events that occur after termination and will cover the expense of moving the flooring back to the Fieldhouse for said events.
9. In the event Basin Recreation finds it impractical to utilize the flooring for special events, or be unable to justify the expense of ongoing storage, Basin Recreation shall notify Park City in writing and may terminate this Agreement upon giving thirty (30) days notice to Park City. Park City will be given sixty (60) days from the notice of termination to reclaim the flooring. If Park City fails to reclaim the flooring, the parties collectively or Basin Recreation, alone, will decide how to dispose of the asset, whichever is determined to be most expeditious by Basin Recreation.
10. Park City and Basin Recreation are parties to a Joint Use Agreement whereby each agree to assume all risks in the operation of their own recreation programs and facilities and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property which arise out of their own programs even if they occur on another party's property. SBSRD agrees to indemnify, hold harmless and defend PCMC their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions as it pertains to use of the event flooring. PCMC agrees to indemnify, hold harmless and defend SBSRD their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions as it pertains to use of the event flooring. This indemnity provision shall be valid and enforceable only to the extent of the negligence of the party.

11. The terms of this memorandum of understanding may be amended at any time upon the written mutual consent of both parties

This Memorandum of Understanding is deemed to be acceptable to both parties upon signature of authorized representatives of Park City and Basin Recreation.

IN WITNESS WHEREOF, the parties have duly executed this MOU the day and year written above.

By: _____
Park City Municipal Corporation

By: _____
Snyderville Basin Special Recreation District

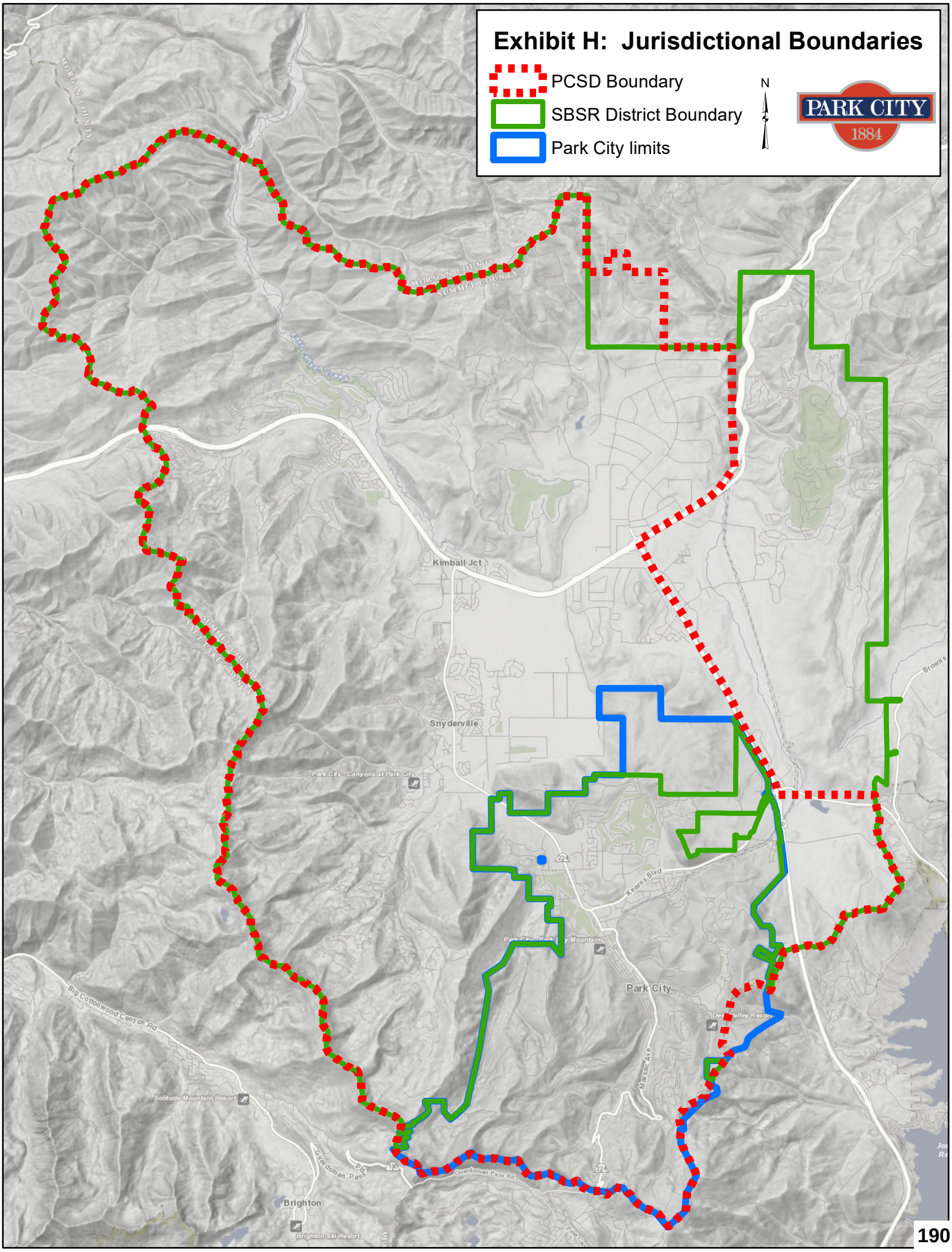


Exhibit H: Jurisdictional Boundaries
PCSD Boundary
SBSR District Boundary
Park City limits
N
PARK CITY
1884
MORGAN COUNTY
SUMMIT COUNTY
Kimball Jct
Snyderville
Park City
Brighton
Big Cottonwood Canyon Rd
Guardsman Pass Rd
Kearns Blvd
Marsac Ave
Solitude Mountain Resort
Brighton Ski Resort

01081534 B: 2437 P: 1741
Page 1 of 21
Mary Ann Trussell, Summit County Utah Recorder
11/14/2017 01:49:59 PM Fee $50.00
By Coalition Title Agency, Inc.
Electronically Recorded

WHEN RECORDED, RETURN TO:
Summit Land Conservancy
P.O. Box 1775
1650 Park Avenue, Suite 202
Park City, Utah 84060

27354

PRESERVATION EASEMENT

THIS PRESERVATION EASEMENT ("Easement") is made this 13 day of November ("Effective Date") by and between Park City Municipal Corporation ("Owner"), and Summit Land Conservancy, a Utah nonprofit corporation ("Conservancy") (Owner and the Conservancy are referred to individually as a "Party" and collectively as the "Parties").

The following Exhibits are attached to and are incorporated into this Easement by this reference:

Exhibit A: Legal Description of the Property;
Exhibit B: Property Map;
Exhibit C: Permitted and Restricted Uses and Practices.

RECITALS

A. Owner owns approximately 1.7 acres of land at 1255 Park Avenue Park City (the "Property"). The Property is described in Exhibit A and shown for reference purposes on the Property Map attached as Exhibit B.

B. The Property has significant preservation values of great importance to the Owner, Conservancy, and the people of Park City, Summit County and the State of Utah. The preservation values intended to be preserved and protected for the public trust under this Easement include: (i) open space views providing visual relief within a built-up urban area (hereafter "Aesthetic Value") (ii) passive and unstructured public recreational access (hereafter "Recreational Value") and (iii) historic values, as the Property complements and enhances the historic public library building (hereafter "Historic Value"). More particularly:

Aesthetic Value: The Property is open space, visible from Park Avenue and other residential streets. It buffers densely built, multi-story housing and an area likely to be further developed.

Recreational Value: The Property is used as a recreational area for unstructured activities such as picnics, sledding and dog-exercise. The field is a gathering place for neighborhood residents, visitors, pre-schools and other community groups.

Historic Value: The Property is part of the Carl Winters historic building property. The building was built in 1928, restored in 1993, and has been renovated recently to maintain its historic quality and public benefit as a library, theatre and meeting space.

THIS IS AN ACCOMMODATION RECORDING ONLY

C. The Aesthetic Value, Recreational Value and Historic Value are hereafter described as the "Preservation Values" and are further documented in the "Baseline Documentation Report", a copy of which is on file at the offices of Owner and Conservancy.

D. The Easement is granted with the approval of the Citizens Open Space Advisory Committee (COSAC), appointed by the Park City Council to facilitate the acquisition and preservation of open space within the greater Park City area.

E. As fee owner of the Property, Owner owns the affirmative rights to identify, preserve, and protect forever the Preservation Values of the Property. Owner desires to grant a preservation easement to the Conservancy pursuant to the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7, which authorizes protection of natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to Owner, the Conservancy, the people of Summit County, and the people of the State of Utah.

F. As of the Effective Date, the Conservancy is a nonprofit corporation incorporated under the laws of Utah as a tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the IRS Code (defined below), organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes; and is a qualified "holder" of a preservation easement under the Utah 'Land Conservation Easement Act'.

G. To accomplish the Preservation Purposes (defined below), Owner desires to convey to the Conservancy and the Conservancy desires to obtain from the Owner a preservation easement that restricts the uses of the Property and that grants certain rights to the Conservancy in order to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Preservation Values.

.

PRESERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to the Utah state law, in particular, the Land Conservation Easement Act, Owner voluntarily grants and conveys to, and the Conservancy accepts, a perpetual Preservation easement in, on, over, and across the Property, subject to the terms and conditions set forth in this Easement, restricting forever the uses that may be made of the Property and granting the Conservancy certain rights in the Property; and Owner and the Conservancy agree as follows:

1. PRESERVATION PURPOSES. The purpose of this Easement is to permanently protect the library field from development, and to protect its aesthetic, recreational and historic values. In achieving the above-named purposes (collectively the "Preservation Purposes"), it is the intent of this Easement to permit the continuation of such uses of the Property as may be conducted consistent with the Preservation Values protected herein.

2. BASELINE DOCUMENTATION REPORT. By its execution of this Easement, the Conservancy acknowledges that Owner's present uses of the Property are compatible with the purposes of this Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Documentation Report (the "Report") has been prepared, which provides a collection of baseline data on the Property and its natural resources and an assessment of the consistent uses. The Parties agree that the Report contains an accurate representation of the biological and physical condition of the Property as of the Effective Date and of the historical uses of the Property, including historical water uses. In addition to the public benefits described as the Preservation Values, the Report identifies public policy statements and/or other factual information supporting the significant public benefit of this Easement. Conservancy may use the Report in enforcing provisions of this Preservation Easement, but is not limited to the use of the Report to show change of conditions. The Report is incorporated into this Conservation Easement by reference. Owner and the Conservancy approve the Report, a copy of which is on file with the Owner and the original of which is on file with the Conservancy at their respective addresses for notices set forth below.

3. THE CONSERVANCY'S RIGHTS. In order to accomplish the Preservation Purposes, the rights and interests that are granted and conveyed to the Conservancy by this Easement include the following:

A. Preserve and Protect. The right to preserve, protect, identify, monitor, and enhance the Preservation Values in perpetuity, and, in the event of their degradation or destruction, the right to require the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use.

B. Entry and Access Rights. The Conservancy is, by this Easement, granted rights of access, whether by public ways or otherwise and including, but not limited to, any access easements appurtenant to the Property or held by Owner, to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement, to study and make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, to take photographs of the property and to determine whether the Owner's activities are in compliance with the terms of this Easement, all upon reasonable prior notice to Owner and in a manner that does not unreasonably disturb the use of the Property by Owner consistent with this Easement. The Conservancy has the right of immediate entry to the Property if, in its sole judgment, such entry is necessary to investigate, prevent, terminate, or mitigate a violation of this Easement, or to preserve and protect the Preservation Values.

C. Enforcement. The Conservancy has the right to prevent or enjoin any activity on or use of the Property that constitutes a breach of this Easement or is inconsistent with the preservation of the Preservation Values, and the Conservancy has the right to require the restoration of such areas or features of the Property that might be damaged by any breach or inconsistent use or activity.

4. USES OF THE PROPERTY. Except as prohibited or otherwise limited by this Easement, Owner reserves the right to use and enjoy the Property in any manner that is consistent

with the Preservation Purposes and the preservation of the Preservation Values. Owner will not perform, nor allow others to perform, any act on or affecting the Property that is inconsistent with the Preservation Purposes. The uses set forth in Exhibit C, though not an exhaustive list of consistent uses and practices, are consistent with this Easement and will not be precluded, prevented, or limited, except as specifically set forth in Exhibit C. Any activity on or use of the Property that is inconsistent with the Preservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Preservation Values) is prohibited. Though not an exhaustive list of prohibited and restricted uses, Exhibit C also describes such uses or activities that are inconsistent with the Preservation Purposes and are thus prohibited or restricted.

5. APPROVAL REQUEST.

A. The Conservancy's Approval. Owner will not undertake or permit any activity requiring prior approval by the Conservancy without first having notified and received approval from the Conservancy as provided herein. Prior to the commencement of any activity for which this Easement requires prior written approval by the Conservancy, Owner will send the Conservancy written notice of Owner's intention to undertake such activity. The notice will inform the Conservancy of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and all other relevant information. If in the Conservancy's judgment additional information is required to adequately review the proposal, the Conservancy will send written notice requesting such additional information within 15 days of receipt of Owner's notice.

B. The Conservancy's Decision. No later than 45 days from the Conservancy's receipt of information adequate to review the proposal, the Conservancy will notify Owner of its disapproval or approval or Owner's proposal, or that the Conservancy may approve the proposal with certain specified modifications. The Conservancy's decision must be based upon the Conservancy's assessment of the proposed activity in relation to its consistency or inconsistency with the terms of this Easement. Approval to proceed with, or failure to object to, any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature.

6. ENFORCEMENT AND REMEDIES.

A. Notice of Violation; Corrective Action. If the Conservancy becomes aware that a violation of the terms of this Easement has occurred or is threatened to occur, the Conservancy will give written notice to Owner of such violation who will, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Owner fails to cure the violation within thirty (30) days after receipt of notice from the Conservancy, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to continue diligently to cure such violation until finally cured, the Conservancy will have all remedies available at law or in equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such

activity to the condition that existed prior to the undertaking of such prohibited activity (regardless of whether the costs of restoration exceed the value of the Property), and to otherwise pursue all available legal remedies, including, but not limited to, monetary damages arising from the violation. The Conservancy's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. Owner agrees that the Conservancy's remedies at law for any violation of the terms of this Easement are inadequate and that Conservancy is entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Conservancy may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Furthermore, the provisions of the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7 are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.

(i) Owner is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and the Conservancy has the right to enforce this Easement against Owner for any use of or activities upon the Property which are a violation of this Easement and which result from such acts or omissions. However, as to the acts or omissions of third parties other than the those described in the preceding sentence, the Conservancy does not have a right to enforce against Owner unless Owner is complicit in said acts or omissions, fails to cooperate with the Conservancy in all respects to halt or abate the event or circumstance of non-compliance with this Easement terms resulting from such acts or omissions, or fails to report such acts or omissions to the Conservancy promptly upon learning of them.

(ii) The Conservancy has the right, but not the obligation, to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement and Owner will, at the Conservancy's option, assign its right of action against such third party to the Conservancy, join the Conservancy in any suit or action against such third party, or appoint the Conservancy its attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

B. Costs of Enforcement. Owner will reimburse the Conservancy for all reasonable expenses incurred by the Conservancy in enforcing the terms of this Easement, including, without limitation, reasonable attorneys' fees and any costs of restoration necessary to cure the violation. In any action, suit or other proceeding undertaken to enforce the provisions of this Easement, the prevailing Party will be entitled to recover from the non-prevailing Party all reasonable costs and expenses, including attorneys' fees, and if such prevailing Party recovers judgment in any action or proceeding, such costs and expenses will be included as part of the judgment. In addition, any costs of restoration will be borne by the Owner if Owner is deemed to be responsible for damage to the Property.

C. Emergency Enforcement. If the Conservancy, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant

damage to the Preservation Values or to prevent breach or extinguishment of this Easement, the Conservancy may pursue its remedies under this Easement without prior notice to Owner and without waiting for the cure period to expire.

D. The Conservancy's Discretion. Enforcement of the terms and provisions of this Easement will be at the sole discretion of the Conservancy, and the failure of the Conservancy to discover a violation or to take action under this Easement will not be deemed or construed to be a waiver of the Conservancy's rights under this Easement with respect to such violation in the event of any subsequent breach. In no event will any delay or omission by the Conservancy in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy. Owner waives the defenses of prescription, laches and the running of any applicable statute of limitations.

E. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.

F. Acts Beyond the Owner's Control. Nothing contained in this Easement will be construed to entitle the Conservancy to bring any action against Owner for, or to require the Conservancy or Owner to actively restore destruction of or damage to the Preservation Values resulting from, any injury to or change in the Property resulting from causes beyond Owner's control, including fire, flood, storm, earth movement, and other natural disasters or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This Paragraph will not be construed to relieve the Owner of the obligation to clean-up garbage or materials dumped on the Property by third parties and the obligation to prevent third party violations of this Easement, or to otherwise maintain the Property in a condition consistent with the purposes of this Easement.

7. REPRESENTATIONS AND WARRANTIES.

A. Hazardous Materials. To the best of Owner's knowledge, Owner represents and warrants that the Property (including, without limitation, soil, groundwater, and surface water) is free of any conditions that individually or in the aggregate: (i) constitute a present or potential threat to human health, safety, welfare, or the environment; or (ii) violate any Environmental Law (defined below). Owner represents and warrants that there are no underground tanks located on the Property. Owner represents and warrants that Owner will comply with all Environmental Laws in using the Property and that Owner will keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (defined below).

B. State of Title. Owner represents and warrants that Owner has good and marketable title to the Property, subject only to any liens encumbrances and defects described in the title commitment obtained by Conservancy prior to execution of this

Easement. To the best of Owner's knowledge, there are no easements, leases or other agreements with third-parties, that might cause extinguishment of this Easement, or that would materially impair the Preservation Purposes.

C. Compliance with Laws. Owner has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

D. No Litigation. Owner represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

E. Authority to Execute Easement. The person or persons executing this Easement on behalf of the Conservancy represent and warrant that the execution of this Easement has been duly authorized by the Conservancy. The person or persons executing this Easement on behalf of Owner represent and warrant that the execution of this Easement has been duly authorized by Owner.

8. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Owner will be responsible for and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that the Conservancy will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Owner, the public, or any third parties from risks relating to conditions on the Property. Owner agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the Owner will keep the Conservancy's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by Owner. Owner will be solely responsible for any costs related to the maintenance of general liability insurance covering Owner's acts on the Property. Owner remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Owner on the Property and permitted by this Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Owner, the obligations of each and all of them under this Easement will be joint and several.

9. INSURANCE REQUIREMENT. Owner shall maintain general public liability insurance for personal injury or death and property damage occurring upon or about the Property, in an amount consistent with industry standards. Owner shall include the Conservancy as an additional insured, and shall provide Conservancy with a certificate of insurance coverage.

10. RUNNING WITH THE LAND. This Easement burdens and runs with the Property in perpetuity. Every provision of this Easement that applies to Owner or the Conservancy also applies forever to and burdens or benefits, as applicable, their respective agents, heirs, devisees,

administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear.

11. SUBSEQUENT TRANSFERS AND SUBORDINATION. Owner may transfer the Property in its entirety, but not in any portion less than its entirety. Owner agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by Owner in any subsequent deed or other legal instrument by which Owner divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and Owner further agrees to notify the Conservancy of any pending transfer (including, without limitation, leases) at least forty five (45) days in advance of the transfer. The failure of the Owner to comply with this Paragraph will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Owner, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, will be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement.

12. INDEMNIFICATION.

A. Cross Indemnification. Notwithstanding any other provision of this Agreement to the contrary, the Parties indemnify, defend, and hold harmless each other, including, without limitation, each Party's directors, officers, employees, agents, contractors, and their successors and assigns (collectively, the "Indemnified Parties"), from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of, or arising out of use of or activities on the Property by the Party.

B. Owner Indemnification. Owner indemnifies, defends, and holds harmless the Conservancy and its Indemnified Parties for any real property taxes, insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property, any claims pertaining to the Owner's title to the Property or representations and warranties made in this Easement, and any injury to or the death of any person, or damage to any property resulting from any act, omission, condition, or any matter related to or occurring on or about the Property except the extent of the gross negligence or intentional torts of the Indemnified Parties.

C. Limitations on Indemnifications. Pursuant to the provisions of this Paragraph, the Conservancy is not indemnifying the Owner against, and is not liable or responsible for, injuries or damage to persons or property in connection with the Conservancy's administration or enforcement of this Easement or with respect to the condition of the Property. The limitation in this subparagraph does not absolve the Conservancy of any liabilities it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Owner, causing any dangerous condition to come into existence on the Property. No provision of this Easement shall waive any defense or limitation of the Government Immunity Act of Utah (Utah Code Ann. §63G-7-101, et seq.)

13. CHANGE OF CONDITIONS. In granting this Easement, Owner has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Owner and the Conservancy that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of Owner, or Owner's successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, will not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

14. EXTINGUISHMENT. If subsequent, unexpected circumstances arise in future that render the purposes of this Easement impossible to accomplish, this Easement can be released, terminated, or otherwise extinguished, whether in whole or in part, only (a) in a judicial proceeding in a court of competent jurisdiction and (b) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property for Preservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. In accordance with IRS Regulations, the amount of the proceeds to which the Conservancy will be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, will be determined, unless otherwise provided by law at the time, in accordance with Paragraph 16 below. The Conservancy will use all such proceeds in a manner consistent with the Conservancy's mission and conservation purposes.

15. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Owner and the Conservancy will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. Condemnation proceeds will be utilized by the Owner, in collaboration with the Conservancy, to advance conservation purposes and acquire a fee-simple, conservation easement or similar property interest in open space lands. As appropriate and upon mutual agreement of the parties, Conservancy shall have the right to hold a property interest in the acquired property as a joint property owner, conservation easement holder, conservation easement co-holder or otherwise. All expenses incurred by Owner and the Conservancy in such action will be paid out of the recovered proceeds.

16. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement might be appropriate, the Conservancy and Owner may by mutual written agreement jointly amend this Easement, provided that no amendment will be made that will adversely affect the qualification of this Easement or the status of the Conservancy as a qualified holder under any applicable laws, including the IRS Code or Utah statute. Any such amendment will: be at the discretion of the Conservancy; will be consistent with the preservation of the Preservation Values of the Property and the Preservation Purposes of this Easement; will not affect its perpetual duration or its qualification under any laws; will not permit any private inurement or impermissible private benefit to any person or entity, in accordance with rules and regulations governing charitable organizations qualified under Section 501(c)(3) of the IRS Code; will have a positive or not less than neutral conservation outcome; and will be consistent with the Conservancy's internal policies and procedures regarding easement amendments as may be in effect at the time of the amendment proposal. Any such amendment will be recorded in the land

records of Summit County, Utah. Nothing in this Paragraph will require either Party to agree to any amendment or to consult or negotiate regarding any amendment.

17. INTERACTION WITH STATE LAW. The provisions of the above paragraphs addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding, and in addition to, any provisions addressing such actions under Utah law.

18. NOTICE.

A. Notice for Entry. Where notice to Owner of the Conservancy's entry upon the Property is required under this Easement, the Conservancy will notify any of the persons constituting Owner or their authorized agents by telephone or in person or by written notice in the manner described in Paragraph 17(B) prior to such entry.

B. Written Notices. Any written notice called for in this Easement will be delivered: (i) in person; (ii) by certified mail, return receipt requested, postage prepaid; (iii) by facsimile or e-mail with the original deposited with the United States Post office, postage prepaid; or (iv) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To Conservancy:	Summit Land Conservancy P.O. Box 1775 1650 Park Avenue, Suite 200 Park City, Utah 84060 Attention: Executive Director
To Owner:	Park City Municipal Corporation PO Box 1480 Park City, Utah 84060 Attention: Open Space and Trails Manager

Either Party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

19. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Preservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Easement is found to be ambiguous, an interpretation consistent with protection of the Preservation Values and Preservation Purposes is favored, regardless of any general rule of construction. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the State of Utah, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive Preservation provisions will apply.

B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.

C. Captions. The captions have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.

D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement will be construed such that it creates in or gives to the Conservancy: (a) the obligations or liabilities of an "owner" or "operator" as those words are defined and used in Environmental Laws (defined below), including, without limitation, (b) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over Owner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

E. Merger. In the event that the Conservancy takes legal title to Owner's interest in the Property, the Conservancy must commit the monitoring and enforcement of this Easement to another qualified organization within the meaning of section 107(h)(3) of the United States Internal Revenue Code (1986), as amended, which organization has among its purposes the conservation and preservation of land and water areas.

F. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto

G. Definitions.

(i) The term "IRS Code" means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

(ii) The term "Development Rights" means and includes any and all legal rights under federal, state, and/or local laws, ordinances, rules or regulations now in effect or enacted after this date to develop and build structures, expressed as the maximum number of dwelling units per acre for residential parcels or square feet of gross floor area for nonresidential parcels, that could be permitted under applicable zoning and subdivision rules and regulations.

(iii) The terms "Owner" and the "Conservancy", and any pronouns used in place thereof, mean and include, respectively, Owner and Owner's personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Conservancy and its successors and assigns.

(iv) The term "Hazardous Materials" includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an "Environmental Law"), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.); the Hazardous Materials Transportation Act (49 USC Sections 6901 et seq.); similar Utah state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

(v) All references to the "IRS Regulations" means the Internal Revenue Service Treasury Regulations, 26 C.F.R. Ch. 1, § 1.170A-14 as amended through the applicable date of reference.

20. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment that complies with section 14 of this Easement or a condemnation that complies with section 15, this Easement may be transferred by Conservancy, only if (i) as a condition of the transfer, Conservancy requires that the purpose of this Easement continues to be carried out; (ii) the transferee, at the time of transfer, qualifies under section 170(h) of the Code and section 57-18-3 of Utah's statutes as an eligible donee to receive this Easement directly; and (iii) the transferee has the commitment and resources to enforce, and agrees to enforce this Easement. Conservancy agrees to provide written notice to Owner at least sixty (60) days prior to any intended transfer of this Easement. Any subsequent transfer of this Easement shall also be subject to the provisions of this paragraph. Any attempted transfer by Conservancy of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

21. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, (a) such holding or action will be strictly construed; (b) such provision will be

fully severable; (c) this Easement will be construed and enforced as if such provision had never comprised a part hereof; (d) the remaining provisions of this Easement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Easement; and (e) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible

22. EXHIBITS. Each exhibit referred to in, and attached to, this Easement is an integral part of this Easement and is incorporated in this Easement by this reference.

23. COUNTERPARTS. This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original. This Easement shall become effective when each Party has received a counterpart signature page signed by all of the other Parties.

23. RECORDING. The Conservancy is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and Owner agrees to execute any such instruments upon reasonable request.

24. ENTIRE AGREEMENT. This Easement, including the Exhibits attached hereto, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Easement and supersedes all prior arrangements, promises, communications, representations, warranties and understandings, whether oral or written, by any Party or any officer, employee, representative or agent of any Party with respect to the transactions contemplated by this Easement.

OWNER AND THE CONSERVANCY have executed this Preservation Easement as of the Effective Date.

OWNER:	CONSERVANCY:
Park City Municipal Corporation	Summit Land Conservancy, a Utah nonprofit corporation
By: Jack Thomas Jack Thomas, Mayor	By: Cfox Cheryl Fox, Executive Director

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 13th day of NOV. 2017, by Jack Thomas, the Mayor of Park City Municipal Corporation.

Michelle Kellogg
NOTARY PUBLIC
Residing at: Park City, Utah

My Commission Expires:

May 19, 2019

MICHELLE KELLOGG
NOTARY PUBLIC • STATE OF UTAH
COMMISSION# 683187
COMM. EXP. 05-19-2019

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10th day of NOV, 2017, by Cheryl Fox, the Executive Director of Summit Land Conservancy, a Utah nonprofit corporation.

Heather Watts
NOTARY PUBLIC
Residing at: 1651 PARK AVE. PARK CITY, UT 84060

My Commission Expires:

MAY 5, 2021

HEATHER WATTS
Notary Public - State of Utah
Comm. No. 694628
My Commission Expires on
May 5, 2021

EXHIBIT A
TO
PRESERVATION EASEMENT

LEGAL DESCRIPTION OF THE PROPERTY

An easement located within in the Carl Winters School Subdivision on file and of record as Entry No. 1023283 in the office of the recorder, Summit County, Utah said easement being located in the Northwest Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said easement being more particularly described as follows:

BEGINNING at a Point that is South 54°01'00" West 375.00 feet and South 35°59'00" East 15.00 feet from the street monument located at the point of intersection of 13th Street and Park Avenue said point also being the Northwest Corner of Lot A of said Carl Winters School Subdivision said point also being the Northwest corner of Block 7 of the of the Snyders Addition to the Park City Survey on file and of record in the Office of the Recorder, Summit County, Utah; thence along the West Boundary of said Lot A South 35°59'00" East 303.43 feet; thence North 54°01'00" East 190.14 feet; thence North 35°59'00" West 43.76 feet; thence North 54°01'00" East 17.64 feet to a point on a curve to the left having a radius of 5.00 feet of which the radius point bears North 35°59'00" West; thence along the arc of said curve 7.85 feet through a central angle of 90°00'00"; thence North 35°59'00" West 13.04 feet; thence North 54°01'00" East 62.22 feet; thence North 35°59'00" West 241.63 feet to the North Boundary of said Lot A said point also being the Northwest Corner of the 13TH Street Town Home Condominiums on file and of record as Entry No. 472978 in the office of the Recorder, Summit County, Utah; thence along the North Boundary of said Lot A South 54°01'00" West 22.94 feet; thence South 35°26'39" East 10.21 feet; thence South 57°25'52" West 45.87 feet; to a point on a curve to the left having a radius of 749.75 feet of which the radius point bears South 32°34'08" East; thence along the arc of said curve 141.61 feet through a central angle of 10°49'18"; thence South 46°36'34" West 37.94 feet; thence North 40°03'53" West 17.34 feet to the North Boundary of Said Lot A; thence along the boundary of said Lot A South 54°01'00" West 26.00 feet to the POINT OF BEGINNING

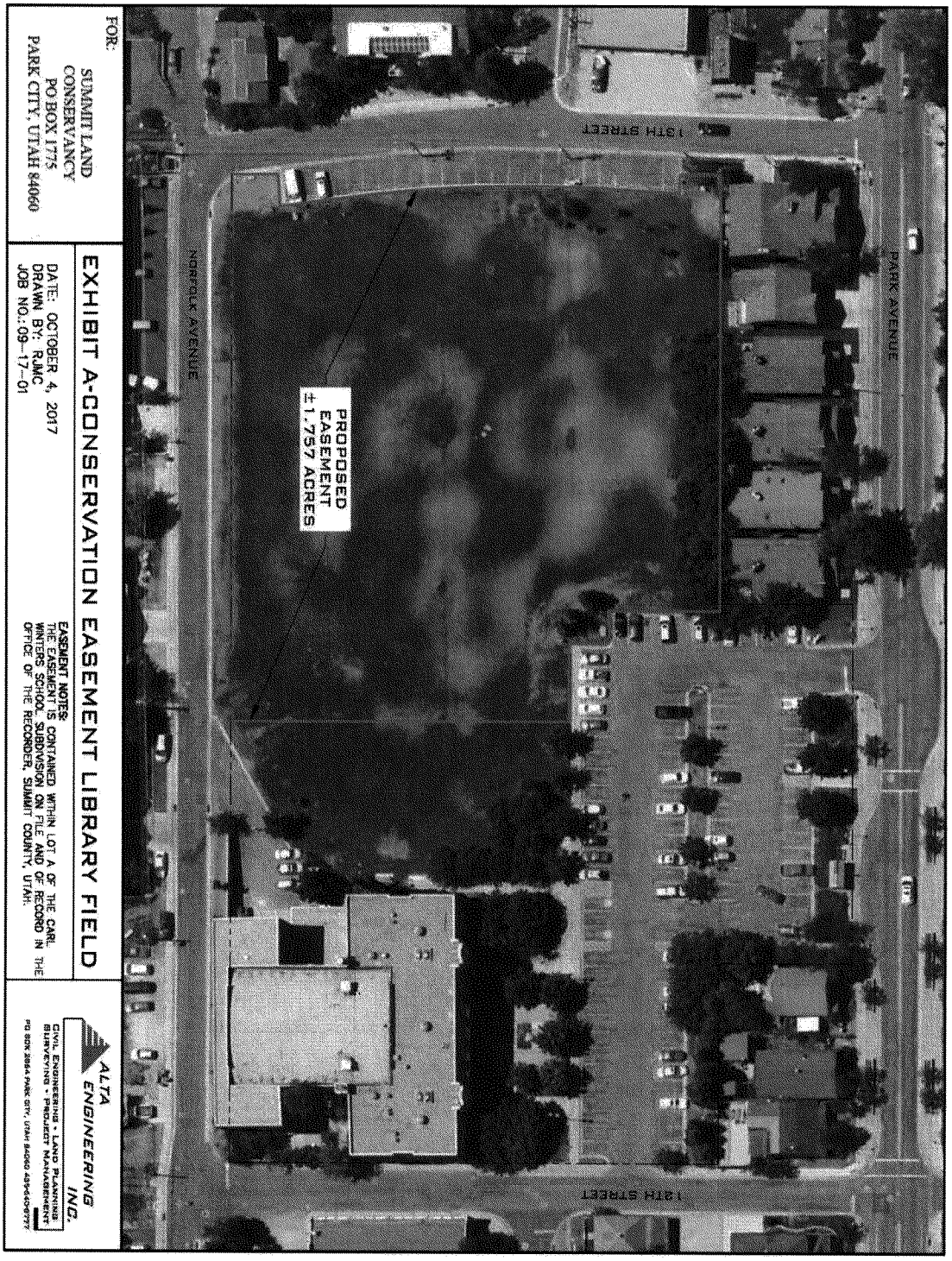
CWSS-A-X

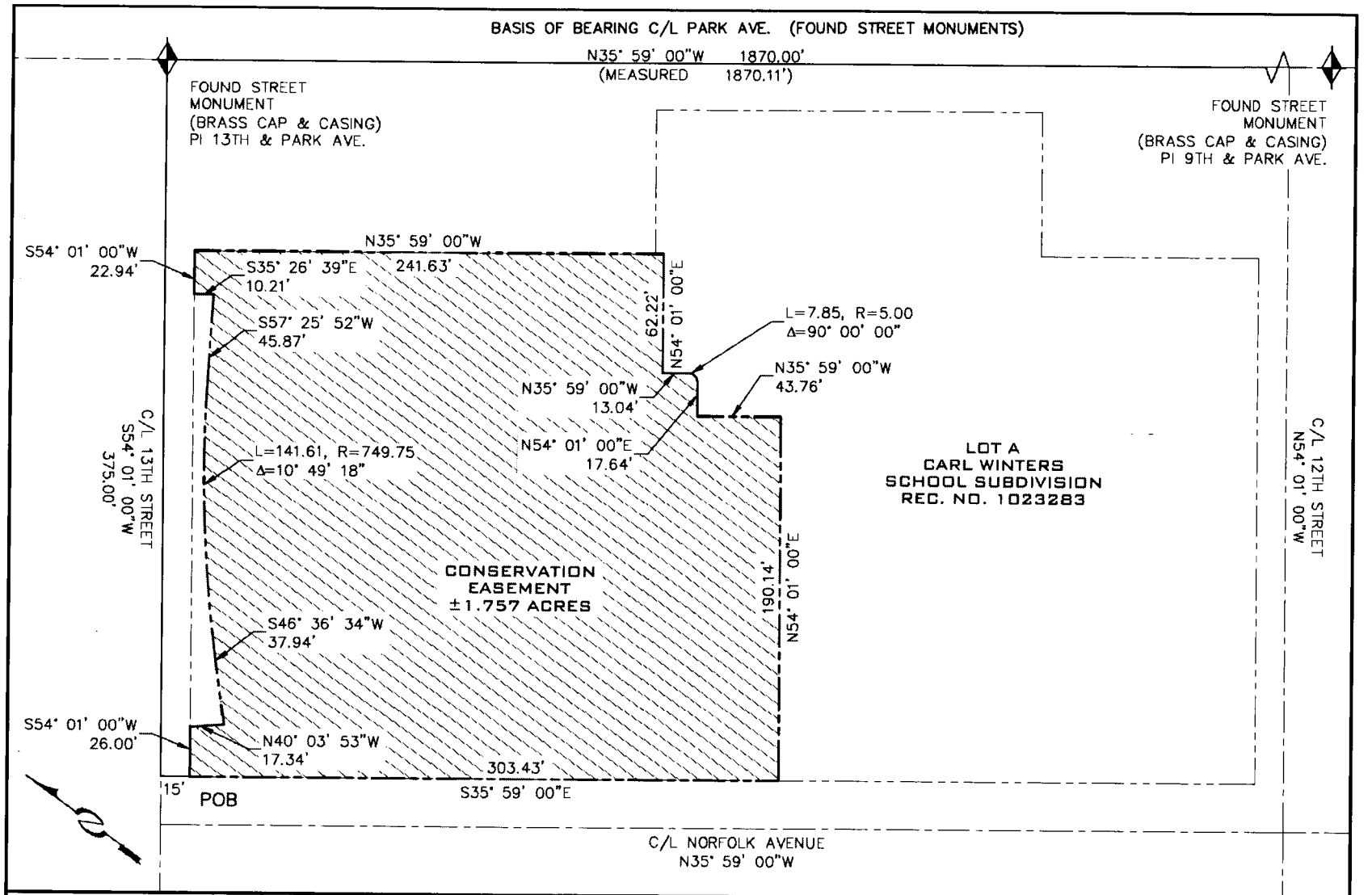
The basis of bearing for the above description is South 54°01'00" West along the platted centerline of 13th Street.

Description contains 1.757 acres, more or less.

EXHIBIT B
TO
PRESERVATION EASEMENT

PROPERTY MAPS





FOR:
SUMMIT LAND CONSERVANCY
PO BOX 1775
PARK CITY, UTAH 84060

EXHIBIT B-CONSERVATION EASEMENT LIBRARY FIELD

DATE: OCTOBER 4, 2017
DRAWN BY: RJMC
JOB NO.: 09-17-01

EASEMENT NOTES:
THE EASEMENT IS CONTAINED WITHIN LOT A OF THE CARL WINTERS SCHOOL SUBDIVISION ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SUMMIT COUNTY, UTAH.

ALTA ENGINEERING INC.
CIVIL ENGINEERING • LAND PLANNING
SURVEYING • PROJECT MANAGEMENT
PO BOX 2664 PARK CITY, UTAH 84060 435-649-9777

EXHIBIT C
TO
PRESERVATION EASEMENT

PERMITTED AND RESTRICTED USES AND PRACTICES

The uses set forth in this Exhibit C detail specific activities that are permitted or prohibited under this Easement. The uses set forth in this Exhibit C are also intended to provide guidance in determining the consistency of other activities with the Preservation Purposes. Notwithstanding the uses set forth in this Exhibit C and, notwithstanding any provision of this Easement to the contrary, in no event will any of the permitted uses of the Property (whether set forth in this Exhibit C or elsewhere in this Easement) be conducted in a manner or to an extent that diminishes or impairs the Preservation Values or that otherwise violates this Easement.

1. RECREATIONAL USES. The Property shall be maintained for informal, non-motorized recreational uses consistent with an undeveloped park and unstructured play area. Recreational uses include but are not limited to picnics, frisbee games, ball games, walking, sledding, snowman building, athletic training, children's play, dog exercise, and occasional uses to complement programs and events held by the library.

2. MANAGEMENT AND REGULATION. Owner shall maintain and enforce rules and regulations for use of the Property and may make changes from time-to-time, without prior notice to or consent of the Conservancy. Proposals pertaining to permitted or prohibited recreational uses may be considered by the Recreation Advisory Board (RAB), without notice to or consultation with the Conservancy.

3. BUILDINGS AND STRUCTURES. Buildings and structures such as restrooms, pagodas, pavilions, tennis courts, skateboard parks, swimming pools and other major park amenities are prohibited. Residential and commercial buildings are prohibited. Permanent jungle-gyms, swing-sets, slides and other play equipment is prohibited. Moveable play equipment for temporary and personal use is permitted.

4. FENCES. Fences are not permitted, other than temporary fences in connection with special events or occasional program use otherwise permitted pursuant to this Exhibit C, or to temporarily fence-off areas for repair, maintenance or public safety purposes.

5. ROADS, SIDEWALKS AND TRAILS. Roads, sidewalks and/or trails are not permitted on the Property.

6. LANDSCAPING. Landscaping shall be designed and maintained to accommodate unstructured recreational uses and maintain the open, field-like quality of the Property and unobstructed viewshed, particularly from the library parking lot across to Norfolk Avenue. Trees, garden beds, boulders, planters or similar landscaping shall be located near the perimeter of the Property, in a manner that minimizes the visual impact to the view across the field. Trees shall not be planted along the south perimeter (adjacent to the library building) or west perimeter (adjacent to Norfolk Avenue) and no additional trees shall be

planted on the corner of Norfolk Avenue and 13th Street. The number of trees located on the north perimeter (adjacent to 13th Street) shall not exceed twenty-seven (27) and no more than two (2) trees shall be located on the east perimeter (adjacent to the Park Avenue parking lot). Any replacement-trees on the afore-mentioned north and east perimeters shall be planted in the same general location as the tree that was removed and shall be a type of tree that will not block the view of the Property any more than the tree that it is replacing. Additional trees and landscaping may be located on the east perimeter, as a buffer to the residential houses that front Park Avenue.

7. MINOR PARK AMENITIES. Amenities that are fixtures including, but not limited to, benches, picnic tables and immovable trash cans shall be installed only upon prior notice and written approval of the Conservancy, not to be unreasonably withheld. Amenities shall be located at the perimeter of the Property and in a manner that does not unduly restrict the open, unobstructed view across the field. Proposals for the installation of said amenities shall be considered pursuant to policies and procedures established by the Owner from time-to-time. Proposals considered by the Recreational Advisory Board (RAB) shall be reviewed by the Conservancy prior to any recommendation from RAB to City Council, and RAB's recommendation will include the Conservancy's input as to whether the proposed minor park amenity is consistent with the terms of this Preservation Easement.

8. SPECIAL EVENTS. Special events, uses and associated temporary structures, permitted by Park City Municipal's special event application and review process are permitted.

9. PERMANENT SIGNS. Billboards are prohibited on the Property. Owner and the Conservancy have the right to place a limited number of signs at the perimeter of the Property, of a maximum total square footage not to exceed 40 square feet with no single sign to exceed 3 square feet. Such signs may be placed on the Property for the following purposes:
    a. To indicate that the Property is conserved with a "Preservation Easement" held by the Conservancy; and
    b. To state rules and regulations, safety, or hazardous conditions found on the Property;
    c. To regulate the use of parking spaces on parking lots and streets adjacent to the Property.

10. PARKING AND MOTORIZED VEHICLE USE. Motorized vehicles are not permitted on the property other than for emergency services, for landscaping and Property maintenance, for the maintenance of utilities, for the installation of amenities or pursuant to a use consistent with a special event described in this Exhibit.

11. ADA ACCESS. The terms of this Easement shall not prevent the Owner from allowing the use of electric wheelchairs on the Property, or other power-driven mobility devices pursuant to Owner's obligations under the American's With Disabilities Act of 1990, or other laws and regulations pertaining to the rights of persons with disabilities.

12. SUBDIVISION. The legal or de facto division, subdivision, or partitioning of the Property is prohibited. The terms and conditions of this Easement will apply to the Property as a whole, and the Property will not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate; it being expressly agreed that neither the Owner nor the Owner's personal representative, heirs, successors, or assigns will sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. The existence of any separate legal parcels, if any, as of the Effective Date will not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on such individual legal parcel under the terms and conditions of this Easement as applied to the Property as a whole.

13. COMMERCIAL RECREATIONAL USES. The Property may be used non-exclusively by schools, summer camps or other community groups for educational or recreational purposes, provided such uses are consistent with the Preservation Values and do not unduly interfere with the public use and enjoyment of the Property by other recreational users.

14. RESIDENTIAL AND INDUSTRIAL USES: The Property shall not be used for residential or industrial purposes.

15. MINING AND NATURAL RESOURCES DEVELOPMENT. Subject to pre-existing mineral rights of record, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited. Owner will not grant any rights to any minerals, oil, gas, or hydrocarbons, including the sale or lease of surface or subsurface minerals or any exploration or extraction rights in or to the Property, and Owner will not grant any right of access to the Property to conduct exploration or extraction activities for minerals, oil, gas, or hydrocarbons, or other substances on any other property.

16. NO HAZARDOUS MATERIALS. Use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, unsightly or toxic materials, or Hazardous Materials is prohibited, except that fertilizers and herbicides for landscaping may be used and on the Property, provided that all such use is in compliance with applicable health, safety, and Environmental Laws and regulations and further provided that all such use does not diminish or impair the Preservation Values.

17. DOGS. Leashed and off-leash dogs are permitted, pursuant to City and County laws and regulations in effect from time-to-time.

18. BICYCLE USES. The use of bicycles and similar wheeled devices is permitted, but the Property shall not be specifically developed for bicycle uses.

19. UTILITIES. Granting or installation of new utility corridors for above-ground utilities that serve land other than the Property is prohibited. Upon prior written notice to the Conservancy, the Owner may permit underground utilities to serve land other than the Property provided such approval is conditioned upon restoration and re-vegetation of the Property and timely completion of the utility installation. Temporary staging of equipment for utility or construction improvements or maintenance on adjacent properties is permitted, pursuant to municipal procedures and regulations.

THIRD ADDENDUM TO AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

This THIRD ADDENDUM is made and entered into in duplicate this 29 day of October, 2021, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK CITY SCHOOL DISTRICT, a Utah political subdivision, ("District"), to amend the Agreement signed and executed by the parties on November 20, 1990.

WITNESSETH:

WHEREAS, the parties entered into an Agreement on November 20, 1990, (hereinafter "Original Agreement"); and

WHEREAS, the parties entered into a First Addendum on December 26, 2019; and

WHEREAS, the parties entered into a Second Addendum on November 18, 2020; and

WHEREAS, the term of the Second Addendum is due to end on November 8, 2021, unless extended for a nineteen (18) year term at the sole discretion of City; and

WHEREAS, the parties have mutually agreed to extend the Original Agreement, First Addendum, and Second Addendum under the terms reflected below.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement and First Addendum as follows:

1. **AMENDMENT: Section 4.0, Term, is hereby amended as follows:**

4.0 (a) Subject to prior termination, as provided, the term shall be revised to reflect that it is for thirty-four (34) years, commencing November 8, 1990.

(b) The City at its sole discretion may extend the term by sixteen (16) years by providing notice to the District of its intent to extend by November 8, 2023.

2. **OTHER TERMS**. All other terms and conditions of the Original Agreement, First Addendum and Second Addendum shall continue to apply.

3. **ENTIRE AGREEMENT**. This Third Addendum is a written instrument pursuant to Section 14 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

4. **COUNTERPARTS.** This Third Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

5. **ELECTRONIC SIGNATURES**. Each party agrees that the signatures of the parties included in this Third Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Third Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

MATT DIAS, City Manager

Attest:

City Recorder's Office

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

Approved as to form:

City Attorney's Office

PARK CITY SCHOOL DISTRICT
2700 Kearns Blvd
Park City, UT 84060

ERIN GRADY
Board of Education President

THE CITY REQUIRES THE DISTRICT TO COMPLETE EITHER THE NOTARY BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 19 day of October, 2021, before me, the undersigned notary, personally appeared ERIN GRADY, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose as Board of Education President for Park City School District, a Utah political subdivision.

Lorie Pearce Notary Public

NOTARY PUBLIC
LORIE PEARCE
714369
MY COMMISSION EXPIRES
NOVEMBER 06, 2024
STATE OF UTAH

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ___ day of _____, 2021, at _____ (insert State and County here).

Printed name _____

Signature: _____

Certificate of Coverage

Utah Division of Risk Management

ISSUER: UTAH STATE RISK MANAGEMENT
5120 STATE OFFICE BUILDING
SALT LAKE CITY UT 84114
(801) 538-9560

CERTIFICATE #: CERT-2201922 ISSUE DATE: 07/09/2021

THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDERS AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGES REFERENCED BELOW.

COVERED ENTITY INFORMATION

COVERED ENTITY: PARK CITY SCHOOL DISTRICT	2700 KEARNS BLVD PARK CITY	UT	84060
CERTIFICATE HOLDER: Park City Municipal Corporation	445 Marsac Ave, PO box 1480 Park City	UT	84060

POLICY NUMBER:	EFFECTIVE DATE:	EXPIRATION DATE:
SD 116	07/01/2021	06/30/2022

COVERAGES

THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES AND TO THE PROVISIONS OF THE GOVERNMENTAL IMMUNITY ACT OF UTAH (UCA §63G-7-101).

COVERAGE	LIMITS
☑ GENERAL LIABILITY ☐ PROFESSIONAL LIABILITY ☐ HEALTH CARE PROFESSIONAL LIABILITY ☐ EMPLOYEES DISHONESTY/FAITHFUL ☐ PERFORMANCE ERRORS AND OMISSIONS ☐ PERSONAL AND ADVERTISING INJURY ☐ PRODUCTS LIABILITY/COMPLETED OPERATIONS	EACH OCCURRENCE: $1,000,000 GENERAL AGGREGATE: $3,000,000
☐ AUTO LIABILITY ☐ OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS ☐ GARAGE LIABILITY ☐ AUTO COMP/COLLISION	COMBINED SINGLE LIMIT: (EACH OCCURRENCE) GENERAL AGGREGATE: AUTO COMP/COLLISION DEDUCTIBLE:
☐ PROPERTY ☐ COURSE OF CONSTRUCTION	PROPERTY LIMIT: COURSE OF CONSTRUCTION LIMIT:

REASON FOR REQUEST:
An interlocal agreement for joint use of multiple facilities on a regular basis with Park City Municipal Corp and Snyderville Basin Special Recreation District. A thirty (30)-day notice shall be provided in the event of cancellation.

ADDITIONAL INSUREDS

☑ ADDITIONAL INSURED ☐ LOSS PAYEE

The Certificate Holder is additional insured with respects to the negligent acts or omissions of the Insured Organization only. Regardless of any indemnity language in a contract between Certificate Holder and Insured Organization, unless such indemnity language is pre-approved by State Risk Management, additional insured status does not confer any coverage on the Certificate Holder for the actions or activities of the Certificate Holder, its employees or representatives.

AUTHORIZED REPRESENTATIVE: *Mark Petersen* DATE: 07/09/2021

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Information
Agenda Section: WORK SESSION

Subject:
5:15 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Community Development
Item Type: Staff Report
Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:
Fulfillment of Park City Heights Housing Obligation Annual Report

Suggested Action:

Attachments:
PC Heights Housing Obligation Staff Report
Exhibit A: PC Heights 2nd Amended HMP Action Letter

City Council
Staff Communication

Subject: **Park City Heights Annual Update**
Author: **Rhoda Stauffer**
Department: **Affordable Housing Program**
Date: **December 8, 2022**

As part of the Park City Heights development agreement, the Developer and Applicant, Ivory Homes, must update City Council in December each year on the progress of adding seventy-nine (79) affordable/attainable homes at Park City Heights.

The Park City Heights Master Planned Development (MPD) was approved on May 11, 2011, to complete a subdivision of 239 residential units, of which 79 will be deed-restricted for affordability and 160 market-rate units. The affordable/attainable units fall into three categories:

1. Transferred IHC Units: 44.78 (35,824 SF) Affordable Unit Equivalents (AUEs) are in fulfillment of the affordable housing obligation associated with IHC/Burbs Annexation and governed by Housing Resolution 17-99. The construction of 28 Park Town Homes totaling 36,600 SF fulfills this requirement. The Park Town Homes are all deed-restricted at Affordable pricing (targeted to households at 80% of AMI).

2. Park City Heights Community Transition (CT) Zone: The MPD within the CT Zone triggers an affordable unit requirement of 20% of residential units. This requirement comes to 16 units governed by Housing Resolution 17-99. Therefore, the construction of 16 Cottage Homes will fulfill this requirement. The Cottage Homes are deed-restricted at Attainable pricing (targeted to households at 81-120% of AMI).

3. Additional City Attainable: One of the expressed public purposes for the City's former ownership interest in the Park City Heights development was to ensure that additional homes, over and above any negotiated housing obligation, are added to the City's deed-restricted housing inventory. 35 Park Homes are a result of the City's involvement and are governed by Housing Resolution 20-07. The Park Homes are deed-restricted at Attainable pricing (targeted to households at 81-120% of AMI).

The MPD requires project completion in five Phases, with most deed-restricted units being delivered in Phase I. The 2nd Amended Housing Mitigation Plan (Exhibit A) section that lists phasing and pricing can be viewed at this link.

The 2nd Amended Housing Mitigation Plan (Exhibit A) has 11 deed-restricted units scheduled for completion in Phases 4 & 5. In addition, the Applicant is required to

complete all 79 deed-restricted units before the City releases Certificates of Occupancy on the final 10% of the market units (16 units).

The Applicant began construction in 2016, and, to date, 68 deed-restricted homes have been completed and sold to qualified households: twenty-eight (28) Park Town Homes, thirty-five (35) Park Homes, and five (5) Cottage homes. Unfortunately, the Applicant could not deliver deed-restricted units in 2022, but three Cottage homes are included in Phase 4 and will be under construction in 2023. Therefore, the Applicant is on schedule with their Housing Mitigation Plan.

Overall, the Park City Heights neighborhood is among our most lively, active, and economically diverse, offering various housing types and prices. The community comprises employees of the school district, hospital, local government, non-profits, resorts, fire district, and small business owners, to name a few. In addition, household makeup includes a variety of family sizes, all ages of children, young adults, and older adults.

All units permitted or completed remain approved in the 2nd Amended Housing Mitigation Plan, and no adjustments have been made to bedroom counts, home type, or price. The details of completed units to date are listed in the following chart. There have also been 13 resales in the neighborhood.

Park City Heights Affordable/Attainable Units				Actual completions as compared to agreement
Year	Completed	Annual Subtotal	Total	
2016	4 Park Townhomes & 6 Park Homes	10	10	+2
2017	4 Park Townhomes	4	14	-2
2018	6 Park Homes	6	20	-4
2019	12 Park Townhomes, 20 Park Homes and 1 Cottage Home	33	53	+21
2020	8 Park Townhomes, 3 Park Homes and 3 Cottage Homes	14	67	-1
2021	1 Cottage Home	1	68	0
2022	0 homes	0	68	0

Conclusion: Ivory Homes is currently on schedule to meet the commitments in the Park City Heights Affordable Housing Mitigation Plan (Exhibit A).

Attachment:

Exhibit A: Park City Heights Affordable Housing Mitigation Plan

January 17, 2019

Christopher P. Gamvroulas
Ivory Development
978 Woodoak Lane
Salt Lake City, UT 84117

NOTICE OF HOUSING AUTHORITY ACTION

Description:	**Updated/Amended Affordable Housing Mitigation Plan**
Project Title:	**Park City Heights Master Planned Development**
Date of Action:	**January 8, 2019**

Summary of Housing Authority Action

On January 8, 2019 Park City Housing Authority approved a 2nd amended Housing Mitigation Plan for the phased completion and sale of 79 deed restricted units in fulfillment of the affordable housing obligation at Park City Heights Master Planned Development. Completed units will include 28 Park Town Homes (7 four-plex buildings), 35 Park Homes, and 16 larger Cottage Homes.

Findings of Fact:

1. The applicable Development Agreement was recorded November 4, 2014.
2. A total of 44.78 Affordable Unit Equivalents (AUEs) in the form of 28 Park Town Homes will be constructed in fulfillment of the affordable housing obligation associated with IHC/Burbs Annexation. These units will be provided on Lots T1-T28 and in accordance with Housing Resolution 17-99.
3. A total of 16 larger Cottage units (equal to 32 AUEs) are in fulfillment of the housing obligation incurred by the MPD in a CT zone (20% of total units). In the first phase the affordable units will be located on the following lots: 36, 39, 42, 54, and 75. Affordable units for subsequent phases will be identified with the Final Subdivision plats for those phases. These units will be provided in accordance with Housing Resolution 17-99.
4. A total of 35 Park Homes are included in the subdivision made possible by early participation by the City. These units will be located on Lots 1-35 and will be developed in accordance with Housing Resolution 20-07.
5. The Developer must submit a Housing Mitigation Plan to the Park City Housing Authority for approval prior to the issuance of building permits. The Housing Mitigation Plan shall address the following: 1) the schedule setting forth the phasing of the required AUEs, which will be in conjunction with the overall

phasing and development plan of the community; 2) a description of the marketing plan including how the Developer is addressing the City's local preference options; 3) anticipated sale prices by unit type, recognizing that the community will be developed over several years and in a variety of market conditions; 4) the method by which the units will remain affordable; and 5) the term and duration of affordability. A deed restriction shall be recorded against the plat prior to the issuance of building permits. The Developer shall comply with the Affordable Housing requirements prior to receiving any certificates of occupancy, as detailed in the amended Master Planned Development conditions of approval as attached hereto as Exhibit A.

6. An initial Housing Mitigation Plan was approved by the Housing Authority on July 17, 2014 attached as Exhibit C. The plan was for completion of the first 10 homes (six Park Homes and four Park Town Homes) to be priced between $240,000 and $400,000. A condition of approval was that Ivory Homes return to the Housing Authority by December of each year beginning in 2015 with a status report that includes: number of units built, sale prices, balance remaining, projections for the next year including number of units in each type and pricing for the next year, and any requested adjustments to the Housing Mitigation Plan.
7. The first 10 homes addressed in the July 2014 Mitigation Plan were completed in the fall of 2016 and released for sale on December 16, 2016.
8. A 1st amended Housing Mitigation Plan including pricing for all 79 units was approved by the Housing Authority on December 15, 2016 and attached as Exhibit B.
9. A 2nd amended Housing Mitigation Plan was approved by the Housing Authority on January 8, 2019 attached as Exhibit A.

Conclusions of Law:

1. This Amendment is consistent with the Development Agreement between Ivory Homes and Park City Municipal Corporation recorded on November 4, 2014.
2. This Amendment complies with multiple, applicable Housing Resolutions as follows: 44 units under Housing Resolution 17-99 and 35 units under Housing Resolution 20-07.

Conditions of Approval:

1. Ivory Homes will return to the Housing Authority by December of each year beginning in 2015 with a status report that includes: number of units built, sale prices, balance remaining, projections for the next year including number of units in each type and pricing for the next year, and any requested adjustments to the Housing Mitigation Plan.
2. Any changes to the unit pricing, bedroom count or completion schedule included in the Amended Housing Mitigation Plan in Exhibit A will require approval by the Housing Authority.
3. 28 Park Town Homes, 35 Park Homes and five (5) Cottage Homes will be completed by the end of 2020.
4. 11 Cottage homes will be completed by 2025.

5. Certificates of Occupancy will be withheld on the last 10% of the Market Units (16 units) until Certificates of Occupancy have been issued for all 79 affordable/attainable units.

Attached are Exhibits as follows:

Exhibit A = 2nd Amended Housing Mitigation Plan approved on January 8, 2019.
Exhibit B = 1st Amended Housing Mitigation Plan approved on December 15, 2016.
Exhibit C = Original Housing Mitigation Plan approved on July 17, 2014

If you have any questions about this action letter, please contact me. I can be reached at 435-615-5152 or via email at rhoda.stauffer@parkcity.org.

Sincerely,

Rhoda J. Stauffer

Rhoda J. Stauffer
Affordable Housing Program

EXHIBIT A

December 7, 2018

Park City Housing Authority
PO Box 1480
Park City, UT 84060

Park City Heights – 2nd Amended Housing Mitigation Plan

Project: **Park City Heights Master Planned Development**
Developer: **Ivory Homes**

General:
On May 11, 2011 the Master Planned Development (MPD) for Park City Heights was approved for a mixed residential development consisting of 160 market rate units and 79 affordable/attainable units on 239 acres. An amendment to the MPD was approved on November 6, 2013, this addressed relocation and configuration of lots and streets. As part of the approval the Developer is required to satisfy an affordable/attainable housing requirement with forty-four (44) units approved under the 17-99 Housing Resolution and thirty-five (35) units approved under the 20-07 Housing Resolution.

The units will be large enough to capture all of the square footage necessary under the AUE obligations. All affordable/attainable units are to be for sale units. None of the units are intended to be rented by the Developer or future owners. Restrictions and priorities may include qualification options, sales price limits/range, rental restrictions and affordability terms.

Phasing Schedule:
The Project may be plated in phases in accordance with the approved phasing plan. The following schedule is provided to indicate the required AUE's to be built in each phase. However, each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.

Phase 1 – 103 Units
- 68 Affordable/Attainable **– To be completed by December 31, 2020**
- 35 Market Rate Units

Phase 2 – **39** Units – **Was 47**
- **0** Affordable/Attainable **Was 5**
- **39** Market Rate Units **Was 42**

Phase 3 – **2** Units **Was 34**
- **0** Affordable/Attainable **Was 2**
- **2** Market Rate Units **Was 32**

Phase 4 – **47** Units **Was 29**
- **3** Affordable/Attainable **Was 4 – To be com leted by December 31, 2025**
- **44** Market Rate Units **Was 25**

Phase 5 – 48 Units **Was 15**

- 8 Affordable/Attainable **Was 0 – To be completed by December 31, 2025**
- 40 Market Rate Units **Was 15**

Phase 6 is Removed – Was 11 Market Units

All Phases 79 Affordable/Attainable Units (or equivalent AUE's)
160 Market Rate Units
Total: 239 Units

Construction Timing:
The general layout and concept plan for Park City Heights dictates that the infrastructure is built from the lowest point of the slope (north) or entrance of the project to the highest point on the mountain (south). Because construction dictates this development pattern and the majority of affordable/attainable units are lower on the hill, the affordable/attainable units will be constructed at a different rate than market rate units. All of the affordable/attainable units will receive a certificate of occupancy prior to issuance of building permits for the last ten (10) percent of the market rate units. Project and housing requirements dictate that the affordable/attainable units are built in conjunction with the market rate units. The developer is front loading as many affordable/attainable units as possible to ensure that the requirements are satisfied. **In Phase I, 68 affordable/attainable units will be completed . The balance of 11 units will be completed in Phases 4 & 5.**

Phase 1 construction began in 2016 for a total of sixty-eight (68) affordable/attainable units. The first Certificates of Occupancy were issued completed in the fall of 2016. The first affordable/attainable unit will be ready for occupancy prior to the first market rate unit. The majority of the affordable/attainable units are clustered at the entrance to the Subdivision and the Developer will ensure that the units are built with high quality building materials and well maintained. Projected absorption rate is 8-12 units per year as dictated by the market.

Phase 1 – Year 1 Projection = 10 Total Units

TYPE OF UNIT	NUMBER OF UNITS	NUMBER OF BEDROOMS	SQUARE FEET PER UNIT
Park Home – Single Family	6	3	1,600 – 2,100
Park Home – Townhome	4	2-3	1,000 – 1,400

Product Pricing:
The intent is to offer a wide range of both product type and product pricing. Pricing in the first building of the Attached Park Home Townhomes product in Phase 1 will begin in the $240,000 range and go upwards of $400,000 for the Single Family Detached Park Homes, depending on unit type, bedroom counts, square footage, and construction finishes. Developer will work with Park City Municipal Corp to determine final sales pricing as well as product type and size. It is anticipated that attached units will be priced lower and

single family detached units will be closer to the maximum price range, thus having a greater range of diversity. Pricing for the first ten (10) units is now set as shown in the attached spreadsheet (Exhibit B) for the Park Home Townhome units T25, T26, T27, T28 and Park Home Single Family Detached Units 1,2,3,10,11 and 12. Any changes to the unit pricing, bedroom count, or completion schedule included in Exhibit B will require approval by the Housing Authority.

Marketing Plan:

Developer agrees to give priority to those full-time employees who work within the area of the Park City School District boundaries, particularly essential workers. This area includes but is not limited to Intermountain Healthcare Park City Medical Campus, USSA Headquarters and Training Annexation.

Developer will hold information seminars with these target groups to discuss the qualifications for purchasing deed restricted affordable/attainable housing units. Developer will also provide Credit Repair Services for all of those in need of such services.

Methodology of Affordability:

Affordability Defined

Affordability is defined such that the total amount of the mortgage, basic utilities, taxes, insurance and HOA payments may not account for more than 30% of household income. The median wage of the core Park City workforce is determined annually by the City Council.

Affordable Unit Equivalent

There are two resolutions that govern the affordable/attainable units in Park City Heights. Resolution 17-99 dictates that a two-bedroom unit with 800 square feet of Net Livable Space is considered one Affordable Unit Equivalent; and Resolution 20-07, dictates that a two-bedroom unit with 900 square feet of Net Livable Space is considered one Affordable Unit Equivalent.

Average of Affordability

The intent is to maintain an average rate of affordability. Flexibility must be given in the Housing Mitigation Plan in an attempt to maximize a level of affordability. There may be some single-family units that fall outside of the affordable range, alternatively, providing attached units could keep the average rate of affordability lower delivering a lower average price.

Compliance Standards

It is anticipated that there will be a mix of unit types and standards as outlined below:

- All affordable units will be built to a minimum LEED Certified OR NAHB Green level and appliances & light bulbs shall be Energy Star qualified products.
- Size differentials of the exterior appearance of the cottage home affordable units will be compatible with cottage home market rate units and will use similar exterior materials and guidelines.
- Standard construction practices will be the same for the affordable/attainable and market units and incorporate the same general construction materials in the following areas: insulation, windows, heating systems, and other components related to energy efficiency including landscaping.

- All affordable/attainable units will be constructed in accordance and consistent with the MPD approved Park City Heights Neighborhood Design Guide.
- All affordable/attainable units will be constructed on Park City Heights property (MPD site). This includes the transfer of the IHC units from the Park City Medical Center site to Park City Heights.

Product type/Unit descriptions

Product type in all phases will be determined based on market conditions, lot size, topography, number of stories, adjacent homes, and other factors. Flexibility will be required and a necessity in order to provide the right product at the right price to maintain affordability. Units will be configured in two, three and four bedroom layouts. A minimum of seven (7) – two bedroom units will be provided in the Attached Park Home Townhomes.

Average Median Income/Workforce Housing Wage (Guideline)

Housing Resolution 17-99 uses an Average Median Income (AMI) in Summit County and Housing Resolution 20-07 uses the Workforce Housing Wage (WHW) in Park City. The first ten (10) units will be split with four (4) of the units under HR 17-99 and six (6) under HR 20-07.

Rhoda Stauffer

From: Troy Goff <troyg@ivoryhomes.com>
Sent: Friday, December 07, 2018 3:01 PM
To: Rhoda Stauffer; Chris Gamvroulas
Cc: Anne Laurent; Jason Glidden; John Cahoon; Brad Mackay; Dan Fielding
Subject: RE: meeting
Attachments: image001.jpg; 9FE0558B6B4948E08262E3380B4FAB4E[485399].png; Proposed Amended Housing Mitigation Plan 12-7-18.docx

Hello Rhoda,

Per your request I wanted to get you over some language to share with the Housing Authority as to how the phasing changes that Ivory is proposing will impact the delivery of Affordable/Attainable Units in Park City Heights.

The phasing changes to phases 2-5 in Park City Heights will not alter the time frame that Ivory Homes has committed to constructing the Affordable/Attainable Homes in Park City Heights. The current plan calls for 8-12 Affordable/Attainable Homes to be completed each year in Park City Heights. Under the current plan, this forecast would assume a build out of the Affordable/Attainable Homes by the end of 2025.

In an effort exceed our commitment, Ivory Homes plans to build the remainder of the Affordable/Attainable Park Homes (23 in total) and Affordable/Attainable Townhomes (20 in total) by the end of 2019 as well as three of the Attainable Cottage Homes. The remaining two Attainable Cottage Homes in phase one would start construction in 2019 and be completed in 2020.

We forecast that we will have a total of 68 Affordable/Attainable Homes constructed in Park City Heights by the end of 2020, putting us three and a half years ahead of schedule. The remaining 11 Affordable/Attainable Homes in Park City Heights are forecasted to be completed by the end of 2025.

With the phasing changes being

Phase 1- 103 Units
- 68 Affordable/Attainable Units
- 35 Market Rate Units

Phase 2- 39 Units
- 39 Market Rate Units

Phase 3- 2 Units
- 2 Market Rate Units

Phase 4- 47 Units
- 3 Affordable/Attainable Units
- 44 Market Rate Units

Phase 5- 48 Units
- 8 Affordable/Attainable Units
- 40 Market Rate Units

I have made these changes to a new proposed Draft of the Mitigation Plan attached. Please let me know if you need anything else from us for your upcoming update to council and the Housing Authority.

Thank You,

Troy Goff
New Home Sales Consultant
"For All Ivory Homes Neighborhoods"
435-729-0550
troyg@ivoryhomes.com

IVORYHOMES
Growing and Changing with Utah

From: Rhoda Stauffer <rhoda.stauffer@parkcity.org>
Sent: Tuesday, December 4, 2018 4:24:07 PM
To: Troy Goff; Chris Gamvroulas
Cc: Anne Laurent; Jason Glidden
Subject: meeting

Troy & Chris, we need to meet with you and are hoping that you can come to City Hall on the afternoon of December 17. At this point, we aren't ready for the annual update because we still don't have the material we need to update the Housing Mitigation Plan . We've got the lot changes, but we still don't have the Phasing changes that have to be incorporated and approved.

Without that update, we also can't approve additional sales, so we really want to get this taken care of as soon as possible.
Please let us know if you can make a meeting on Monday, December 17. Right now, we are wide open on that date.
Thank you
Rhoda

Rhoda J. Stauffer
Affordable Housing Program
Community Development
Park City Municipal Corporation
435-615-5152
Rhoda.stauffer@parkcity.org

PARK CITY
1884

This email message and attachments (if any) are RESTRICTED, CONFIDENTIAL, may be subject to a LEGAL PRIVILEGE, and are sent in trust intended solely for the recipient to whom addressed. Unauthorized

Exhibit B-Revised 1-08-2019
Park City Heights Proposed Pricing by Unit Type

Town Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed-rooms	Housing Resolution Pricing Limit	Negotiated Pricing	
T25	319,900	3	409,501	319,900	
T26	249,900	2	365,759	249,900	
T27	297,900	3	409,501	297,900	
T28	329,900	3	409,501	329,900	
T9	303,858	3	409,501	329,900	Was on Lot T11
T10	336,498	3	409,501	359,900	Was on Lot T12
T11	326,298	3	409,501	349,900	Was on Lot T9
T12	254,898	2	365,759	299,900	Was on Lot T10
T21	332,823	3	409,501	349,900	
T22	259,995	2	365,759	299,900	
T23	309,935	3	409,501	329,900	
T24	343,227	3	409,501	359,900	
T13	339,479	3	409,501	349,900	
T14	265,194	2	365,759	299,900	
T15	316,133	3	409,501	329,900	
T16	350,091	3	409,501	359,900	
T17	322,455	3	409,501	329,900	Was on Lot T19
T18	270,497	2	365,759	299,900	
T19	346,268	3	409,501	349,900	Was on Lot T17
T20	357,092	3	409,501	359,900	
T5	353,193	3	409,501	349,900	
T6	275,906	2	365,759	299,900	
T7	328,904	3	409,501	329,900	
T8	364,233	3	409,501	359,900	
T1	335,482	3	409,501	329,900	Was on Lot T3
T2	371,517	3	409,501	359,900	Was on Lot T4
T3	360,256	3	409,501	349,900	Was on Lot T1
T4	281,424	2	365,759	299,900	Was on Lot T2
sub-total	8,903,256		11,159,834	9,235,200	**(1,924,634)**
					amount below max allowed pricing

Bedroom Count Summary	
2 bedrooms	7
3 bedrooms	46
4 bedrooms	26

Proposed Revisions are in Red

Numbers of Affordable Units Per Year -- Projections	Year	TH	TH	PH	PH	Cottages	Cottages	total	total	Cum.	Actual Completed
	2016	4	4	6	6	0	0	10	10	10	10
	2017	4	4	6	0	0	0	10	4	14	4
	2018	4	0	6	6	1	0	11	6	20	6
	2019	4	20	6	23	3	3	13	46	66	
	2020	4	0	6	0	3	2	13	2	68	
	2021	4	0	5	0	3	0	12	0	68	
	2022	4	0	0	0	3	0	7	0	68	
	2023	0	0	0	0	3	0	3	0	68	
	2025		0		0		11		11	79	
	total	28	28	35	35	16	16	79	79		20

Park Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed-rooms	Limit	Proposed Scenario		
1	$408,900	3	$375,179	$375,179	1	
2	$374,900	3	$375,179	$375,179	1	
3	$408,900	3	$375,179	$375,179	1	
10	$408,900	3	$375,179	$375,179	1	
11	$374,900	3	$375,179	$375,179	1	
12	$408,900	3	$375,179	$375,179	1	
4	$419,272	3	$375,179	$438,500	1.17	Was on Lot 6
5	$384,272	3	$375,179	$438,500	1.17	
6	$477,900	4	$445,463	$465,900	1.05	Was on Lot 4
7	$419,122	3	$375,179	$438,500	1.17	Was on Lot 9
8	$384,272	3	$375,179	$438,500	1.17	
9	$477,900	4	$445,463	$465,900	1.05	Was on Lot 7
13	$489,878	4	$445,463	$465,900	1.05	
14	$393,878	3	$375,179	$438,500	1.17	
15	$429,600	3	$375,179	$438,500	1.17	
22	$489,878	4	$445,463	$465,900	1.05	
23	$393,878	3	$375,179	$438,500	1.17	
24	$429,600	3	$375,179	$438,500	1.17	
16	$440,340	3	$375,179	$438,500	1.17	Was on Lot 18
17	$403,772	3	$375,179	$438,500	1.17	
18	$502,095	4	$445,463	$465,900	1.05	Was on Lot 16
19	$440,340	3	$375,179	$438,500	1.17	Was on Lot 21
20	$440,300	3	$375,179	$438,500	1.17	
21	$502,095	4	$445,463	$465,900	1.05	Was on Lot 19
28	$514,648	3	$375,179	$438,500	1.17	Was on Lot 30
29	$451,348	3	$375,179	$438,500	1.17	
30	$451,348	4	$445,463	$465,900	1.05	Was on Lot 28
31	$514,648	3	$375,179	$438,500	1.17	Was on Lot 33
32	$451,348	3	$375,179	$438,500	1.17	
33	$451,348	4	$445,463	$465,900	1.05	Was on Lot 31
25	$527,515	4	$445,463	$465,900	1.05	
26	$462,631	3	$375,179	$438,500	1.17	
27	$462,631	3	$375,179	$438,500	1.17	
34	$462,631	3	$375,179	$438,500	1.17	Was on Lot 35
35	$527,515	4	$445,463	$465,900	1.05	Was on Lot 34
	$15,581,403		$13,834,105	15,241,574	**$1,407,469**	amount above max allowed pricing
						amount above max allowed pricing

Cottages	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed-rooms	Limit	Proposed Scenario
39	499,900	4	506,008	506,008
42	514,897	4	506,008	506,008
54	514,897	4	506,008	506,008
75	514,897	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	530,343	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	546,253	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	562,640	4	506,008	506,008
TBD	579,519	4	506,008	506,008
TBD	579,519	4	506,008	506,008
TBD	579,519	4	506,008	506,008
	8,700,856		8,096,128	8,096,128

Total Revenue Initial Ivory Pricing Revenue	**$ 33,185,515**			
Total Revenue Resolution Limits		**$ 33,090,067**		
Total Negotiated Pricing Revenue			**$ 32,572,902**	**$ (517,165)** amount negotiated pricing is below max allowed pricing

Exhibit B

December 15, 2016

Park City Housing Authority
PO Box 1480
Park City, UT 84060

Park City Heights – 1st Amended Housing Mitigation Plan

Project: **Park City Heights Master Planned Development**
Developer: **Ivory Homes**

General:
On May 11, 2011 the Master Planned Development (MPD) for Park City Heights was approved for a mixed residential development consisting of 160 market rate units and 79 affordable/attainable units on 239 acres. An amendment to the MPD was approved on November 6, 2013, this addressed relocation and configuration of lots and streets. As part of the approval the Developer is required to satisfy an affordable/attainable housing requirement with forty-four (44) units approved under the 17-99 Housing Resolution and thirty-five (35) units approved under the 20-07 Housing Resolution.

The units will be large enough to capture all of the square footage necessary under the AUE obligations. All affordable/attainable units are to be for sale units. None of the units are intended to be rented by the Developer or future owners. Restrictions and priorities may include qualification options, sales price limits/range, rental restrictions and affordability terms.

Phasing Schedule:
The Project may be platted in phases in accordance with the approved phasing plan. The following schedule is provided to indicate the required AUE's to be built in each phase. However, each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.

Phase 1 – 103 Units
- 68 Affordable/Attainable
- 35 Market Rate Units

Phase 2 – 47 Units
- 5 Affordable/Attainable
- 42 Market Rate Units

Phase 3 – 34 Units
- 2 Affordable/Attainable
- 32 Market Rate Units

Phase 4 – 29 Units
- 4 Affordable/Attainable
- 25 Market Rate Units

Phase 5 – 15 Units

- 15 Market Rate Units

Phase 6 – 11 Units

- 11 Market Rate Units

All Phases 79 Affordable/Attainable Units (or equivalent AUE's)
160 Market Rate Units

Total: 239 Units

Construction Timing:

The general layout and concept plan for Park City Heights dictates that the infrastructure is built from the lowest point of the slope (north) or entrance of the project to the highest point on the mountain (south). Because construction dictates this development pattern and the majority of affordable/attainable units are lower on the hill, the affordable/attainable units will be completed at a different rate than market rate units. All of the affordable/attainable units will receive a certificate of occupancy prior to issuance of building permits for the last ten (10) percent of the market rate units. Project and housing requirements dictate that the affordable/attainable units are built in conjunction with the market rate units. The developer is front loading as many affordable/attainable units as possible to ensure that the requirements are satisfied. All of the affordable/attainable units are in the first 4 Phases.

Phase 1 construction began in 2016 for a total of sixty-eight (68) affordable/attainable units. The first Certificates of Occupancy were issued completed in the fall of 2016. The first affordable/attainable unit will be ready for occupancy prior to the first market rate unit. The majority of the affordable/attainable units are clustered at the entrance to the Subdivision and the Developer will ensure that the units are built with high quality building materials and well maintained. Projected absorption rate is 8-12 units per year as dictated by the market.

Phase 1 – Year 1 Projection = 10 Total Units

TYPE OF UNIT	NUMBER OF UNITS	NUMBER OF BEDROOMS	SQUARE FEET PER UNIT
Park Home – Single Family	6	3	1,600 – 2,000
Park Home – Townhome	4	2-3	1,000-1,400

Product Pricing:

The intent is to offer a wide range of both product type and product pricing. Pricing in the first building of the Attached Park Home townhomes product in Phase 1 will begin in the $240,000 range and go upwards of $400,000 for the Single Family Detached Park Homes, depending on unit type, bedroom counts, square footage, and construction finishes. Developer will work with Park City Municipal Corporation to determine final sales pricing as well as product type and size. It is anticipated that attached units will be priced lower and single family detached units will be closer to the maximum price range, thus having a greater range of diversity. Pricing for the first ten (10) units is now set as shown in the attached spreadsheet (Exhibit B) for the Park Home Townhomes units T25, T26, T27, T28 and Park Homes Single Family Detached Units 1,2,3,10,11, and 12. Any changes to the unit pricing, bedroom county or completion schedule included in Exhibit B will require approval by the Housing Authority.

Marketing Plan:

Developer agrees to give priority to those full-time employees who work within the area of the Park City School District boundaries, particularly essential workers. This area includes but is not limited to Intermountain Healthcare Park City Medical Campus, USSA Headquarters and Training Annexation.

Developer will hold information seminars with these target groups to discuss the qualifications for purchasing deed restricted affordable/attainable housing units. Developer will also provide Credit Repair Services for all of those in need of such services.

Methodology of Affordability:

Affordability Defined

Affordability is defined such that the total amount of the mortgage, basic utilities, taxes, insurance and HOA payments may not account for more than 30% of household income. The median wage of the core Park City workforce is determined annually by the City Council.

Affordable Unit Equivalent

There are two resolutions that govern the affordable/attainable units in Park City Heights. Resolution 17-99 dictates that a two-bedroom unit with 800 square feet of Net Livable Space is considered one Affordable Unit Equivalent; and Resolution 20-07, dictates that a two-bedroom unit with 900 square feet of Net Livable Space is considered one Affordable Unit Equivalent.

Average of Affordability

The intent is to maintain an average rate of affordability. Flexibility must be given in the Housing Mitigation Plan in an attempt to maximize a level of affordability. There may be some single-family units that fall outside of the affordable range, alternatively, providing attached units could keep the average rate of affordability lower delivering a lower average price.

Compliance Standards

It is anticipated that there will be a mix of unit types and standards as outlined below:

- All affordable units will be built to a minimum LEED Certified OR NAHB Green level and appliances (Refrigerator and dishwasher) and light bulbs shall be Energy Star qualified products.
- Size differentials of the exterior appearance of the cottage home affordable units will be compatible with cottage home market rate units and will use similar exterior materials and guidelines.
- Standard construction practices will be the same for the affordable/attainable and market units and incorporate the same general construction materials in the following areas: insulation, windows, heating systems, and other components related to energy efficiency including landscaping.
- All affordable/attainable units will be constructed in accordance and consistent with the MPD approved Park City Heights Neighborhood Design Guide.
- All affordable/attainable units will be constructed on Park City Heights property (MPD site). This includes the transfer of the IHC units from the Park City Medical Center site to Park City Heights.

Product type/Unit descriptions

Product type in all phases will be determined based on market conditions, lot size, topography, number of stories, adjacent homes, and other factors. Flexibility will be required and a necessity in order to provide the right product at

the right price to maintain affordability. Units will be configured in two, three and four bedroom layouts. A minimum of seven (7) – two bedroom units will be provided in the Attached Park Home Townhomes.

Average Median Income/Workforce Housing Wage (Guideline)

Housing Resolution 17-99 uses an Average Median Income (AMI) in Summit County and Housing Resolution 20-07 uses the Workforce Housing Wage (WHW) in Park City.

Exhibit B

Park City Heights Proposed Pricing by Unit Type

Town Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed-rooms	Housing Resolution Pricing Limit	Negotiated Pricing
T25	319,900	3	409,501	319,900
T26	249,900	2	365,759	249,900
T27	297,900	3	409,501	297,900
T28	329,900	3	409,501	329,900
T9	326,298	3	409,501	349,900
T10	254,898	2	365,759	299,900
T11	303,858	3	409,501	329,900
T12	336,498	3	409,501	359,900
T21	332,823	3	409,501	349,900
T22	259,995	2	365,759	299,900
T23	309,935	3	409,501	329,900
T24	343,227	3	409,501	359,900
T13	339,479	3	409,501	349,900
T14	265,194	2	365,759	299,900
T15	316,133	3	409,501	329,900
T16	350,091	3	409,501	359,900
T17	346,268	3	409,501	349,900
T18	270,497	2	365,759	299,900
T19	322,455	3	409,501	329,900
T20	357,092	3	409,501	359,900
T5	353,193	3	409,501	349,900
T6	275,906	2	365,759	299,900
T7	328,904	3	409,501	329,900
T8	364,233	3	409,501	359,900
T1	360,256	3	409,501	349,900
T2	281,424	2	365,759	299,900
T3	335,482	3	409,501	329,900
T4	371,517	3	409,501	359,900
sub-total	8,903,256		11,159,834	9,235,200

Bedroom Count Summary	
2 bedrooms	7
3 bedrooms	46
4 bedrooms	26

Numbers of Affordable Units Per Year	TH	PH	Cottages	total
2016	4	6	0	10
2017	4	6	0	10
2018	4	6	1	11
2019	4	6	3	13
2020	4	6	3	13
2021	4	5	3	12
2022	4	0	3	7
2023	0	0	3	3
total	28	35	16	79

(1,924,634) amount below max allowed pricing

Park Homes	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed-rooms	Limit	Proposed Scenario	
1	$408,900	3	$375,179	$375,179	1
2	$374,900	3	$375,179	$375,179	1
3	$408,900	3	$375,179	$375,179	1
10	$408,900	3	$375,179	$375,179	1
11	$374,900	3	$375,179	$375,179	1
12	$408,900	3	$375,179	$375,179	1
4	$477,900	4	$445,463	$465,900	1.05
5	$384,272	3	$375,179	$438,500	1.17
6	$419,272	3	$375,179	$438,500	1.17
7	$477,900	4	$445,463	$465,900	1.05
8	$384,272	3	$375,179	$438,500	1.17
9	$419,122	3	$375,179	$438,500	1.17
13	$489,878	4	$445,463	$465,900	1.05
14	$393,878	3	$375,179	$438,500	1.17
15	$429,600	3	$375,179	$438,500	1.17
22	$489,878	4	$445,463	$465,900	1.05
23	$393,878	3	$375,179	$438,500	1.17
24	$429,600	3	$375,179	$438,500	1.17
16	$502,095	4	$445,463	$465,900	1.05
17	$403,772	3	$375,179	$438,500	1.17
18	$440,340	3	$375,179	$438,500	1.17
19	$502,095	4	$445,463	$465,900	1.05
20	$440,300	3	$375,179	$438,500	1.17
21	$440,300	3	$375,179	$438,500	1.17
28	$514,648	4	$445,463	$465,900	1.05
29	$451,348	3	$375,179	$438,500	1.17
30	$451,348	3	$375,179	$438,500	1.17
31	$514,648	4	$445,463	$465,900	1.05
32	$451,348	3	$375,179	$438,500	1.17
33	$451,348	3	$375,179	$438,500	1.17
25	$527,515	4	$445,463	$465,900	1.05
26	$462,631	3	$375,179	$438,500	1.17
27	$462,631	3	$375,179	$438,500	1.17
34	$527,515	4	$445,463	$465,900	1.05
35	$462,631	3	$375,179	$438,500	1.17
	$15,581,363		$13,834,105	15,241,574	

$1,407,469 amount above max allowed pricing

Cottages	October 24, 2016 Proposed Pricing from Ivory Homes	# of Bed-rooms	Limit	Proposed Scenario
1	499,900	4	506,008	506,008
2	514,897	4	506,008	506,008
3	514,897	4	506,008	506,008
4	514,897	4	506,008	506,008
5	530,343	4	506,008	506,008
6	530,343	4	506,008	506,008
7	530,343	4	506,008	506,008
8	546,253	4	506,008	506,008
9	546,253	4	506,008	506,008
10	546,253	4	506,008	506,008
11	562,640	4	506,008	506,008
12	562,640	4	506,008	506,008
13	562,640	4	506,008	506,008
14	579,519	4	506,008	506,008
15	579,519	4	506,008	506,008
16	579,519	4	506,008	506,008
	8,700,856		8,096,128	8,096,128

Total Revenue Initial Ivory Pricing Revenue	**$ 33,185,475**		
Total Revenue Resolution Limits		**$ 33,090,067**	
Total Negotiated Pricing Revenue			**$ 32,572,902**

$ (517,165) amount negotiated pricing is below max allowed pricing

12/15/2016

July 1, 2014

Park City Housing Authority
PO Box 1480
Park City, UT 84060

EXHIBIT C

Park City Heights - Housing Mitigation Plan

Project: Park City Heights Master Planned Development
Developer: Ivory Homes

General:
On May 11, 2011 the Master Planned Development (MPD) for Park City Heights was approved for a mixed residential development consisting of 160 market rate units and 79 affordable/attainable units on 239 acres. An amendment to the MPD was approved on November 6, 2013, this addressed relocation and configuration of lots and streets. As part of the approval the Developer is required to satisfy an affordable/attainable housing requirement with forty-four (44) units approved under the 17-99 Housing Resolution and thirty-five (35) units approved under the 20-07 Housing Resolution.

The units will be large enough to capture all of the square footage necessary under the AUE obligations. All affordable/attainable units are to be for sale units. None of the units are intended to be rented by the Developer or future owners. Restrictions and priorities may include qualification options, sales price limits/range, rental restrictions and affordability terms.

Phasing Schedule:
The Project may be platted and in phases in accordance with the approved phasing plan. The following schedule is provided to indicate the required AUE's to be built in each phase. However, each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.

Phase 1 – 103 Units
- 68 Affordable/Attainable
- 35 Market Rate Units

Phase 2 – 47 Units
- 5 Affordable/Attainable
- 42 Market Rate Units

Phase 3 – 34 Units
- 2 Affordable/Attainable
- 32 Market Rate Units

Phase 4 – 29 Units
- 4 Affordable/Attainable
- 25 Market Rate Units

Phase 5 – 15 Units
- 15 Market Rate Units

Phase 6 – 11 Units

- 11 Market Rate Units

All Phases 79 Affordable/Attainable Units (or equivalent AUE's)
160 Market Rate Units

Total: 239 Units

Construction Timing:

The general layout and concept plan for Park City Heights dictates that the infrastructure is built from the lowest point of the slope (north) or entrance of the project to the highest point on the mountain (south). Because construction dictates this development pattern and the majority of affordable units are lower on the hill, the affordable units will be constructed at a different rate than market rate units. All of the affordable/attainable units will receive a certificate of occupancy prior to issuance of building permits for the last ten (10) percent of the market rate units. Project and housing requirements dictate that the affordable/attainable units are built in conjunction with the market rate units. The developer is front loading as many affordable/attainable units as possible to ensure that the requirements are satisfied. All of the affordable/attainable units are in the first 4 Phases.

Phase 1 construction will begin in early fall of 2014 for a total of sixty-eight (68) affordable/attainable units. The first Certificates of Occupancy are anticipated to be completed in late 2014/early 2015. The first affordable/attainable unit will be ready for occupancy prior to the first market rate unit. The majority of the affordable/attainable units are clustered at the entrance to the Subdivision and the Developer will ensure that the units are built with high quality building materials and well maintained. Projected absorption rate is 8-12 units per year as dictated by the market.

Phase 1 – Year 1 Projection = 10 Total Units

TYPE OF UNIT	NUMBER OF UNITS	NUMBER OF BEDROOMS	SQUARE FEET PER UNIT
Park Home – Single Family	6	3	1,600 – 2,100
Park Home – Townhome	4	2-3	1,000 – 1,400

Product Pricing:

The intent is to offer a wide range of both product type and product pricing. Pricing in the first building of the Attached Park Home Townhomes product in Phase 1 will begin in the $240,000 range and go upwards of $400,000 for the Single Family Detached Park Homes, depending on unit type, bedroom counts, square footage, and construction finishes. Developer will work with Park City Municipal Corp to determine final sales pricing as well as product type and size. It is anticipated that attached units will be priced lower and single family detached units will be closer to the maximum price range, thus having a greater range of diversity.

Marketing Plan:

Developer agrees to give priority to those full-time employees who work within the area of the Park City School District boundaries, particularly essential workers. This area includes but is not limited to Intermountain Healthcare Park City Medical Campus, USSA Headquarters and Training Annexation.

Developer will hold information seminars with these target groups to discuss the qualifications for purchasing deed restricted affordable/attainable housing units. Developer will also provide Credit Repair Services for all of those in need of such services.

Methodology of Affordability:

Affordability Defined

Affordability is defined such that the total amount of the mortgage, basic utilities, taxes, insurance and HOA payments may not account for more than 30% of household income. The median wage of the core Park City workforce is determined annually by the City Council.

Affordable Unit Equivalent

There are two resolutions that govern the affordable/attainable units in Park City Heights. Resolution 17-99 dictates that a two-bedroom unit with 800 square feet of Net Livable Space is considered one Affordable Unit Equivalent; and Resolution 20-07, dictates that a two-bedroom unit with 900 square feet of Net Livable Space is considered one Affordable Unit Equivalent.

Average of Affordability

The intent is to maintain an average rate of affordability. Flexibility must be given in the Housing Mitigation Plan in an attempt to maximize a level of affordability. There may be some single-family units that fall outside of the affordable range, alternatively, providing attached units could keep the average rate of affordability lower delivering a lower average price.

Compliance Standards

It is anticipated that there will be a mix of unit types and standards as outlined below:

- All affordable units will be built to a minimum LEED Certified OR NAHB Green level and appliances & light bulbs shall be Energy Star qualified products.
- Size differentials of the exterior appearance of the cottage home affordable units will be compatible with cottage home market rate units and will use similar exterior materials and guidelines.
- Standard construction practices will be the same for the affordable/attainable and market units and incorporate the same general construction materials in the following areas: insulation, windows, heating systems, and other components related to energy efficiency including landscaping.
- All affordable/attainable units will be constructed in accordance and consistent with the MPD approved Park City Heights Neighborhood Design Guide.
- All affordable/attainable units will be constructed on Park City Heights property (MPD site). This includes the transfer of the IHC units from the Park City Medical Center site to Park City Heights.

Product type/Unit descriptions

Product type in all phases will be determined based on market conditions, lot size, topography, number of stories, adjacent homes, and other factors. Flexibility will be required and a necessity in order to provide the right product at the right price to maintain affordability. Units will be configured in two, three and four bedroom layouts. A minimum of seven (7) – two bedroom units will be provided in the Attached Park Home Townhomes.

Average Median Income/Workforce Housing Wage (Guideline)

Housing Resolution 17-99 uses an Average Median Income (AMI) in Summit County and Housing Resolution 20-07 uses the Workforce Housing Wage (WHW) in Park City. The first ten (10) units will be split with four (4) of the units under HR 17-99 and six (6) under HR 20-07.

City Council
Staff Communications Report

Subject: **Drinking Water Quality Program Update**
Author: **Michelle De Haan, Water Quality Manager**
Department: **Public Utilities**
Date: **December 8, 2022**

Fluoro Ski Wax Takeback Program Targeted to Protect Park City Groundwater and SBWRD Wastewater

Recycle Utah, Summit County Health Department, Snyderville Basin Water Reclamation District (SBWRD) and Park City Municipal are collaborating on a Fluoro Ski Wax Take Back Program that has been initiated to protect Park City's groundwater and wastewater treated by SBWRD. Perfluoroalkyl and Polyfluoroalkyl Substances that are known as PFAS have been detected in all three of the City's groundwater wells and wastewater treated by SBWRD, which is becoming more and more common amongst water districts around the country and mountain west.

The detection of PFAS in the City's groundwater does not mean there is an immediate threat to public health, nor that Park City is an outlier. By all measures, the City's groundwater remains fully suitable for consumption by the City's residents and businesses, especially due to our rigorous water treatment facilities and professional staff implementing best practices.

Nonetheless, the City's Public Utilities Department takes this development seriously, and we are working with the Utah Department of Environmental Quality (DEQ) Division of Drinking Water (DDW) to identify and implement a proper response when the EPA issues a formal regulation.

Use of Fluoro ski wax has been prevalent in many areas including at the White Pine Nordic Center, which is on the Park City Municipal Golf Course and within the City's groundwater source protection area. Alpine racing activities may also be responsible but do not overlap with the City's groundwater source protection area.

Fortunately, Fluoro ski waxes were banned in advance of the 2022 Winter Olympics and are no longer permitted in most winter sport environments. In addition, the Public Utilities Department will send notification to our ski retailers, doubling down on efforts to ensure Fluoro ski wax is not used or sold. In addition, several years ago White Pine Nordic Center also eliminated Fluoro ski wax from their operations. The goal of the Take Back program is to minimize continued local environmental impacts.

During Summer 2022, EPA issued Interim Drinking Water Lifetime Health Advisories (HA), and a draft drinking water regulation is anticipated later in 2022. EPA's Lifetime HAs identify levels to protect all people from potential adverse health effects resulting

from a lifetime of exposure to these PFAS in drinking water. EPA's Lifetime HAs also account for other potential sources of exposure to these PFAS beyond drinking water, such as food, air, and consumer products, providing an additional layer of protection.

The Fluoro Ski Wax Take Back program campaign requests everyone—residents, visitors, waxers, and ski shops—to turn in Fluoro ski wax which is predominantly found in Nordic and Downhill ski race waxes. The City, Recycle Utah, Summit County Health Department and SBWRD will continue to support local public education efforts. Wax can be dropped off at Recycle Utah 24/7 through April 15, 2023. We have added information to our website, Fluoro Ski Wax Take Back Program | Engage Park City, in order to proactively educate those with questions or seeking additional information.

EPA and Utah DEQ Require Water Systems to Verify No Lead Service Lines

Lead has received increased attention and oversight due to adverse health effects. Some US cities have detected lead in drinking water and were required to update infrastructure including treatment and education. USEPA has determined that legacy lead service lines (LSLs) represent the greatest source of lead in drinking water.

A service line is the water line between the water main and buildings. LSL identification is the first step to their removal, which is a national priority. The use of LSLs was banned by a federal amendment in 1986 which Utah adopted in 1989. EPA's lead and copper rules are requiring all public water systems verify the lack of LSLs and a replacement plan if any are found. Based on interviews with longtime staff, contractors and plumbers, Park City Public Utilities Dept is fairly confident that there are no LSLs in Park City.

By October 2024 water systems are required to submit to Utah Department of Environmental Quality (DEQ) an initial service line inventory which includes identifying the service line material on both the City and property owner side of the water meter. We began conducting a desktop analysis to identify residences with the highest potential to have LSLs with residences built between the early 1900's-1989. Public Utilities Department has also developed a pilot program to identify service line materials at 40 households which are also part of the City's EPA required lead and copper sampling program.

Beginning this winter, a survey will be conducted requesting homeowners identify the customer side material. it will provide guidance on how to do it yourself or an option to schedule a time for City staff to identify the material. Information including directions on how to complete the survey will be provided through the City's website and local and social media outlets.

Active community participation is required for successful compliance and validation that there are no lead service lines in Park City.

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Library
Item Type: Staff Report
Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:

Library Hours of Operation Changes

Suggested Action:

After evaluating multiple resources and operating statistics, the Library Team and Board will amend the hours of operation Board effective January 3, 2023.

Attachments:
Library Hours Staff Report

City Council Staff Report

Subject: Library Service Hours Change
Author: Angela Dohanos & Christine Roh
Department: Library
Date: December 8, 2022

Library Board Approved Minor Changes to Hours of Operation

The Library Team continuously evaluates services and resources to maximize our offerings and customer service. In FY23, the Library Team and Library Board identified a specific goal to evaluate public hours of operation to better respond to changing community needs.

Generally, the Library experiences low utilization in the last few hours of the evening. Current hours of operation are Monday to Friday, 10am to 9pm, and Friday and Saturday, 10am to 6pm, and Sunday 1pm to 5pm.

With greater frequency, members of the public seek earlier access to the Library and better alignment to coincide with coffee shop hours of operation. After evaluating multiple resources and statistics, the Library Team and Board approved the operating amendment in a public meeting on Wednesday, November 16, 2022, to go into effect on January 3, 2023.

Background and Information

- The Library's hours of operation will change effective January 3, 2023.
- Existing Library hours:
  - Monday – Thursday 10am-9pm
  - Friday & Saturday 10am-6pm
  - Sunday 1-5pm
- New Library hours:
  - Monday – Thursday 9am-8pm
  - Friday & Saturday 9am-5pm
  - Sunday 1-5pm
- The change in hours of operations was based upon Library gate counts, room rental statistics, Lucky One's sales, input from library staff, and comparisons to other resort towns, Summit County, and Salt Lake City libraries.
- Findings demonstrate patrons frequently use the building from 9:00am -10:00am in the Lucky One's Coffee shop waiting for the Library to open.
- In addition, the Library recently installed a "quiet use" phone booth in the stairwell close to Lucky Ones, which patrons monopolize because there is nowhere else for quiet study before 10:00am.
- There is no reduction in operational hours to the public; we will continue to operate for the public at 64 hours per week.
- A communications plan is in place to ensure adequate public notice.

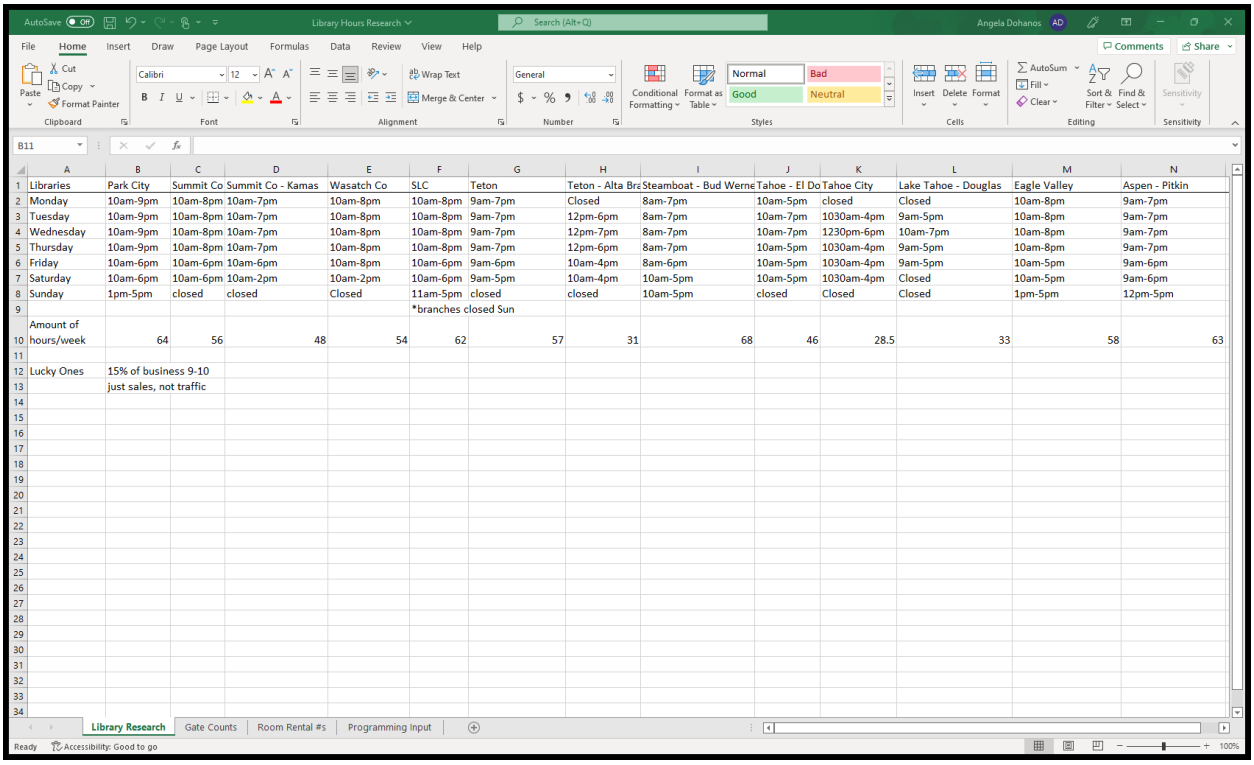
Funding

No extra funding is required.

Exhibits

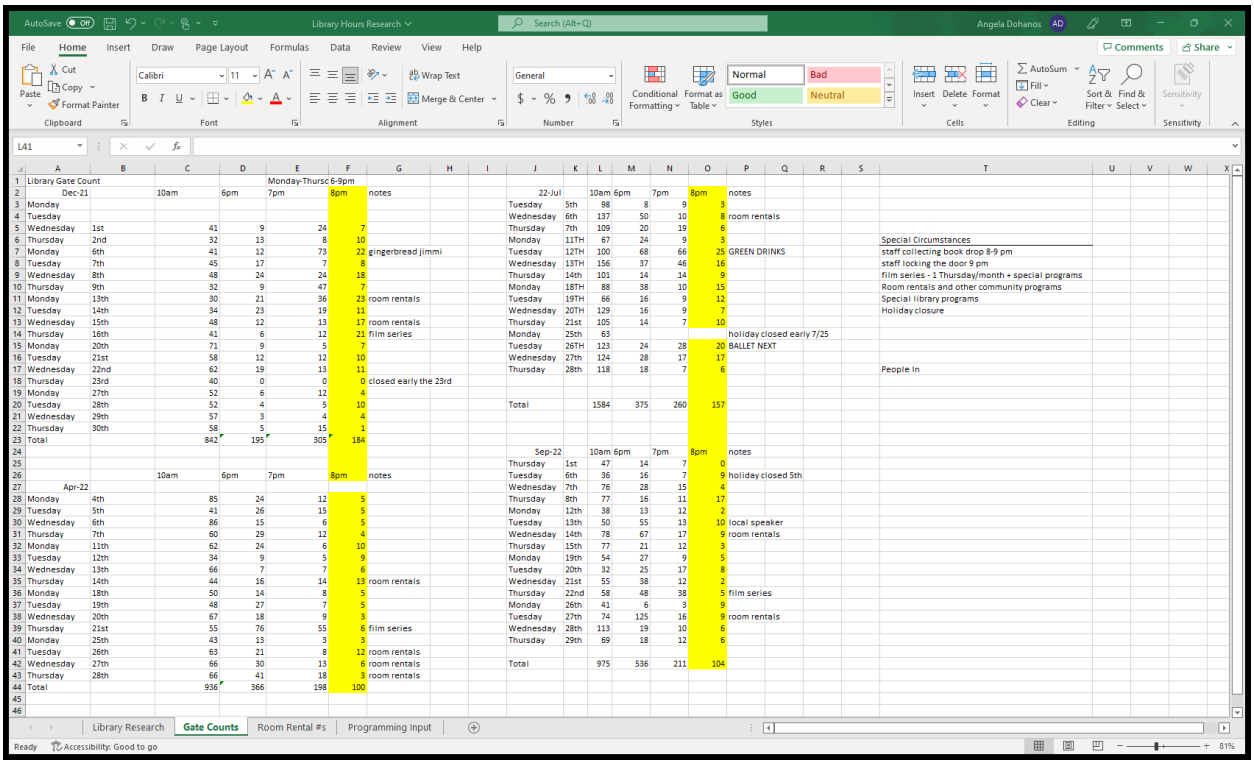
- A: Comparable Library Hours from Other Municipalities
    - Exhibit A shows the hours of other resort town libraries, as well as Summit County and Salt Lake City libraries. Overall, the Park City Library offers the 3rd most weekly hours out of 13 other libraries at 64 hours/week. Additionally, we are one of five libraries open on Sunday and the only one open until 9PM.

- B: Gate Counts December 2021-September 2022
    - The Library has security gates at three entrances, providing gate counts of people coming in and going out daily. Statistics were collected from 10-11am and 6-9pm during December 2021, April 2022, July 2022, and September 2022. The results demonstrate very few patrons use the Library after 8pm.



Libraries	Park City	Summit Co	Summit Co - Kamas	Wasatch Co	SLC	Teton	Teton - Alta Bra	Steamboat - Bud Werne	Tahoe - El Do	Tahoe City	Lake Tahoe - Douglas	Eagle Valley	Aspen - Pitkin
Monday	10am-9pm	10am-8pm	10am-7pm	10am-8pm	10am-8pm	9am-7pm	Closed	8am-7pm	10am-5pm	closed	Closed	10am-8pm	9am-7pm
Tuesday	10am-9pm	10am-8pm	10am-7pm	10am-8pm	10am-8pm	9am-7pm	12pm-6pm	8am-7pm	10am-7pm	1030am-4pm	9am-5pm	10am-8pm	9am-7pm
Wednesday	10am-9pm	10am-8pm	10am-7pm	10am-8pm	10am-8pm	9am-7pm	12pm-7pm	8am-7pm	10am-7pm	1230pm-6pm	10am-7pm	10am-8pm	9am-7pm
Thursday	10am-9pm	10am-8pm	10am-7pm	10am-8pm	10am-8pm	9am-7pm	12pm-6pm	8am-7pm	10am-5pm	1030am-4pm	9am-5pm	10am-8pm	9am-7pm
Friday	10am-6pm	10am-6pm	10am-6pm	10am-8pm	10am-6pm	9am-6pm	10am-4pm	8am-6pm	10am-5pm	1030am-4pm	9am-5pm	10am-5pm	9am-6pm
Saturday	10am-6pm	10am-6pm	10am-2pm	10am-2pm	10am-6pm	9am-5pm	10am-4pm	10am-5pm	10am-5pm	1030am-4pm	Closed	10am-5pm	9am-6pm
Sunday	1pm-5pm	closed	closed	Closed	11am-5pm	closed	closed	10am-5pm	closed	Closed	Closed	1pm-5pm	12pm-5pm
					*branches closed Sun								
Amount of hours/week	64	56	48	54	62	57	31	68	46	28.5	33	58	63
Lucky Ones	15% of business 9-10												
	just sales, not traffic												

Exhibit A: Comparable Library Hours from Other Municipalities



	A	B	C	D	E	F	G
1	Library Gate Count				Monday-Thursc	6-9pm	
2	Dec-21		10am	6pm	7pm	8pm	notes
3	Monday						
4	Tuesday						
5	Wednesday	1st	41	9	24	7	
6	Thursday	2nd	32	13	8	10	
7	Monday	6th	41	12	73	22	gingerbread jimmi
8	Tuesday	7th	45	17	7	8	
9	Wednesday	8th	48	24	24	18	
10	Thursday	9th	32	9	47	7	
11	Monday	13th	30	21	36	23	room rentals
12	Tuesday	14th	34	23	19	11	
13	Wednesday	15th	48	12	13	17	room rentals
14	Thursday	16th	41	6	12	21	film series
15	Monday	20th	71	9	5	7	
16	Tuesday	21st	58	12	12	10	
17	Wednesday	22nd	62	19	13	11	
18	Thursday	23rd	40	0	0	0	closed early the 23rd
19	Monday	27th	52	6	12	4	
20	Tuesday	28th	52	4	5	10	
21	Wednesday	29th	57	3	4	4	
22	Thursday	30th	58	5	15	1	
23	Total		842	195	305	184	
24							
25							
26			10am	6pm	7pm	8pm	notes
27	Apr-22						
28	Monday	4th	85	24	12	5	
29	Tuesday	5th	41	26	15	5	
30	Wednesday	6th	86	15	6	5	
31	Thursday	7th	60	29	12	4	
32	Monday	11th	62	24	6	10	
33	Tuesday	12th	34	9	5	9	
34	Wednesday	13th	66	7	7	6	
35	Thursday	14th	44	16	14	13	room rentals
36	Monday	18th	50	14	8	5	
37	Tuesday	19th	48	27	7	5	
38	Wednesday	20th	67	18	9	3	
39	Thursday	21st	55	76	55	6	film series
40	Monday	25th	43	13	3	3	
41	Tuesday	26th	63	21	8	12	room rentals
42	Wednesday	27th	66	30	13	6	room rentals
43	Thursday	28th	66	41	18	3	room rentals
44	Total		936	366	198	100	

	J	K	L	M	N	O	P
1							
2	22-Jul		10am	6pm	7pm	8pm	notes
3	Tuesday	5th	98	8	9	3	
4	Wednesday	6th	137	50	10	8	room rentals
5	Thursday	7th	109	20	19	6	
6	Monday	11TH	67	24	9	3	
7	Tuesday	12TH	100	68	66	25	GREEN DRINKS
8	Wednesday	13TH	156	37	46	16	
9	Thursday	14th	101	14	14	9	
10	Monday	18TH	88	38	10	15	
11	Tuesday	19TH	66	16	9	12	
12	Wednesday	20TH	129	16	9	7	
13	Thursday	21st	105	14	7	10	
14	Monday	25th	63				holiday closed early 7/25
15	Tuesday	26TH	123	24	28	20	BALLET NEXT
16	Wednesday	27th	124	28	17	17	
17	Thursday	28th	118	18	7	6	
18							
19							
20	Total		1584	375	260	157	
21							
22							
23							
24	Sep-22		10am	6pm	7pm	8pm	notes
25	Thursday	1st	47	14	7	0	
26	Tuesday	6th	36	16	7	9	holiday closed 5th
27	Wednesday	7th	76	28	15	4	
28	Thursday	8th	77	16	11	17	
29	Monday	12th	38	13	12	2	
30	Tuesday	13th	50	55	13	10	local speaker
31	Wednesday	14th	78	67	17	9	room rentals
32	Thursday	15th	77	21	12	3	
33	Monday	19th	54	27	9	5	
34	Tuesday	20th	32	25	17	8	
35	Wednesday	21st	55	38	12	2	
36	Thursday	22nd	58	48	38	5	film series
37	Monday	26th	41	6	3	9	
38	Tuesday	27th	74	125	16	9	room rentals
39	Wednesday	28th	113	19	10	6	
40	Thursday	29th	69	18	12	6	
41							
42	Total		975	536	211	104	
43							
44							

	T
1	
2	
3	
4	
5	
6	Special Circumstances
7	staff collecting book drop 8-9 pm
8	staff locking the door 9 pm
9	film series - 1 Thursday/month + special programs
10	Room rentals and other community programs
11	Special library programs
12	Holiday closure
13	
14	
15	
16	
17	People In
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	
32	
33	
34	
35	
36	
37	
38	
39	
40	
41	
42	
43	
44	

Exhibit B: Gate Counts December 2021-September 2022

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section: CONSIDERATION OF MINUTES

Subject:
Consideration to Approve the City Council Meeting Minutes from November 3, 10, and 17, 2022

Suggested Action:

Attachments:
November 3, 2022 Minutes
November 10, 2022 Minutes
November 17, 2022 Minutes

PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

November 3, 2022

The Council of Park City, Summit County, Utah, met in open meeting on November 3, 2022, at 2:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property, personnel, and advice of counsel at 2:05 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, and Toly
EXCUSED: Council Member Rubell

CLOSED SESSION

Council Member Rubell arrived at 2:10 p.m.

Council Member Gerber moved to adjourn from Closed Meeting at 3:40 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

WORK SESSION

Winter 2022-23 Tennis and Pickleball Court Management Plan and Master Plan Update:
Ken Fisher, Tate Shaw, and Cole Johnston, Recreation Department, and Jody Whitesides Recreation Advisory Board (RAB), presented this item. Fisher reviewed the timeline for the recreation master plan process and noted he would also update Council on pickleball. In 2013, four pickleball courts were constructed, but there was no demand. During subsequent years, the demand for pickleball grew. During this past year, the master planning process began and responses from surveys indicated pickleball courts were needed. Fisher noted the efforts made in the master planning process and displayed the survey results. A decision was made that a stand-alone facility at Quinn's Junction was the best place to house pickleball and other sports, and the MARC would stay an aquatics and tennis facility. Steps taken in the interim to improve the pickleball experience included repainting lines, upgrading lights and replacing the nets.

Fisher indicated there were 20 indoor pickleball courts in Summit County and they were all shared-use facilities. Last year, there was no dedicated pickleball court time. This year, drop-in play was scheduled from 8:00 a.m.-12:00 p.m. on Tuesdays, Thursdays, and Fridays. Johnston also opened unreserved tennis courts for pickleball use. Fisher explained pickleball was not allowed on unused bubble courts because the noise disrupted tennis play.

Council Member Gerber asked if the survey responses were only to address the question of what sports should be at Quinn's Junction, to which Fisher affirmed. Council Member Toly asked if aquatics at Quinn's was addressed in the survey. Fisher stated he would come back to talk more about the survey and master plan at a future meeting.

Council Member Rubell asked if the fees changed. Fisher stated they added a pickleball non-resident fee to be consistent with tennis fees. He noted he was not recommending any changes, but this discussion was informative to Council and he would give an update after his staff and RAB evaluated it.

Council Member Rubell requested staff look at booking priority for residents. There could be out-of-area tennis players who booked a court in the bubble and that would prohibit the other two courts from being used for pickleball. Fisher stated only five percent of tennis account holders in the booking software were out-of-area. Council Member Rubell thought every spot counted and requested that policy be looked at. Council Member Rubell stated pickleball was currently allowed in the bubble Mondays through Fridays from 6:00 a.m.-8:00 a.m., and he suggested diversifying the times on different days so pickleball would have later play times on some days of the week.

Mayor Worel asked if Council wanted to keep the staff and RAB recommendation or look at Council Member Rubell's suggestion. Council Member Doilney stated he was the liaison on RAB and noted Johnston was trying to give flexibility to the court schedule. He trusted staff was doing everything possible to give pickleball more time without sacrificing tennis. He supported the RAB recommendation. Council Member Gerber supported leaving the schedule as-is for this year, but was open to getting an update later this winter. Council Member Dickey supported RAB reviewing it, but in the meantime using the current schedule. Council Member Toly would like to look at the cascade of use and not have out-of-area users take priority. Fisher stated there was no demand for tennis from 6:00 a.m.-8:00 a.m.

Mayor Worel summarized Council appreciated the work done so far and the majority of Council supported staff looking at booking priority.

Upcoming Ski Season Presentation by Todd Bennett, Deer Valley Resort President:

Todd Bennett introduced himself and indicated he grew up next to Lake Placid, New York. He was excited to work and raise his family here. Bennett stated Deer Valley

Resort had prioritized investing in staff and integrating with the community. The resort invested in the beginner ski experience. They extended Snowflake, a beginner chair, and added the magic carpet. He stated a mountain bike trail would be finished by next year to help the beginner mountain biker.

Bennett stated the World Cup was returning February 2-4, 2023. He was committed to supporting this event and stated it was free and would be held during evening hours. He also noted a new restaurant was opening at the base of Snow Park and would feature seafood. The resort committed $100,000 to support employees using public transit or carpools. They had 400 units of affordable housing and wanted to increase it by 35%. They were looking for units in surrounding communities.

Bennett reviewed Deer Valley was in collaboration with the Friends of Ski Mining History to restore the Daley West Headframe, and noted they were a partner with many nonprofits in the area. Bennett stated the resort had a commitment to the environment. They did controlled burns to ensure forests stayed healthy. They supported the reusable container program that other businesses in town used. They were also part of the Electron Solar Project and looked forward to being 100% renewable energy by 2030. Bennett also stated the resort had a responsibility to listen to the community. There was an opportunity to build and grow the resort. He knew it was controversial, but the goal was to have something everyone could be proud of.

Council Member Dickey asked how the resort found 35% more housing. Bennett stated 70 units had been found so far. They worked with corporates and leased homes. Council Member Toly asked if they would be fully staffed. Bennett stated they were tracking above last year. There was only one department that was below last year. Council Member Toly asked how Deer Valley was pacing for lodging. Bennett indicated December was low, but January and February were ahead of reservations compared to last year.

Council Member Rubell asked for specifics on the $100,000 incentive for employees using public transit. Bennett stated he didn't have specifics, but he could bring that back. Council Member Gerber indicated Deer Valley had a long history of collaborating with the City and she hoped to continue with collaboration. Bennett affirmed collaboration would continue. Council Member Doilney was happy to see the World Cup issue resolved. He had confidence in Bennett and his team.

Upcoming Ski Season Presentation by Deirdre Walsh, Park City Mountain Vice President and Chief Operating Officer, and Mike Lewis, Senior Director of Base Area Operations:

Deirdre Walsh welcomed Bennett to Park City. She introduced herself and stated she came to Park City in 2004. She was hired by Park City Mountain (PCM) a few months ago and had met with City staff every two weeks since then. She felt it was important to have a collaborative relationship and noted she had several meetings with the County

as well. One issue in the community was affordable housing. She stated PCM contributed $250,000 to Mountainlands Housing Trust for the Hope Project. Another issue was parking. They had many stakeholder meetings and she listened and learned how parking impacted the resort and community.

Walsh discussed staffing and the employee experience and noted PCM was well staffed. The resort put significant investment into its employees, including a $20 minimum wage, and that helped attract talent. They were still actively hiring for the next few weeks. She also thought of the holistic experience for employees and so her team expanded the wellness program, including the Employee Assistance Program (EAP) for employees and roommates, and expanded access to reproductive care.

Walsh noted new things this winter included limiting lift tickets. There was also a new paved patio with a great après scene. The guests asked about Transitions in the train park, so they brought it back. Workforce housing was also a priority. Slopesides Village was a project where they leased 440 beds. It had density, was in a great location, and had a great design. It was more housing than they ever had before.

Mike Lewis explained the reservation parking plan and stated it was great to work with City staff on this issue. They came up with the initial plan and then held open houses to get feedback. The paid parking reservation system was implemented to tackle the traffic congestion. This system would spread out arrival time. It would also spread out the impact to lift lines, ticket lines, and restaurants. With the paid component, public transit would be promoted and four people in a vehicle would get free parking. Early season and late season skiers would have free parking before December 12 and after April 2. More details would come when reservations started next week. He explained how skiers would use the reservation system. He also indicated the parking was reoriented to increase pedestrian safety and the number of pickup/drop-off locations. He added there would be bike racks there as well. He noted when the reservations were full, the overflow parking was at the high school and shuttles would be going there to take some pressure off public transit. Lewis stated incentives would be provided to employees who used the Richardson Flat Park and Ride to take transit to the resort. PCM did a lot to communicate the changes to skiers including texts, website, Twitter, variable message signs and targeted emails. He looked forward to continued collaboration with the City as they got into the parking plan this season.

Council Member Doilney asked if there was a mental health component to the employee package. Walsh stated they offered EAP for employees and a wellness champion that employees could access. Council Member Doilney asked if disability parking spots were increased. Lewis stated they were increased to 36. Council Member Doilney asked about the opening package. Walsh stated it was opening Canyons Village and Mountains Village at the same time. Council Member Doilney was happy to hear staffing was looking good. He heard Silver Star was a problem in the past. Walsh stated the

goal was to get that portal open by Christmas and it depended on the snow level and staffing. She wanted all four portals to be open.

Council Member Gerber was grateful for the communications plan and the comprehensive parking plan. Walsh acknowledged it would take time to get cars to park in the new configuration. Council Member Dickey asked how limiting lift tickets would impact the guest experience. He knew Epic pass holders were a big part of the skiers on the mountain. Walsh stated they looked at the trends going into the season and would look at the optimal number of skiers on the mountain and then they would limit the number of tickets.

Council Member Rubell asked how early people would be out there for parking. Lewis stated employees would help park cars starting at 6:00 a.m. Uphill skiers would need to leave by 8:30 a.m. since that was when the reservation started. The reservation was made and it was tied to the license plate and the plate would be checked. There would be citations and enforcement for no-shows. Council Member Rubell asked if Richardson Flat Park and Ride would be communicated on all channels or just for employees. Lewis stated they would notify patrons of all parking options.

Council Member Toly asked what would happen for vehicles that came without a reservation. Lewis stated they worked with the traffic team to create a flow pattern. They were doing all they could to mitigate people that didn't know a reservation was needed. One option for those skiers would be to park at the high school. Council Member Toly asked if parents could leave their cars to take their kids to ski team practice. Lewis indicated they were working with the ski team and noted other programs were moved to make the drop off experience smooth. Council Member Toly asked if PCM had new food options. Walsh indicated now that staff was back to normal numbers, they could focus on the restaurants. Council Member Toly thanked them and hoped the efforts would make the experience better for the residents. Mayor Worel thanked them and applauded their contribution to affordable housing.

Kimball Junction Environmental Impact Statement Presentation by Grant Farnsworth, UDOT Region Two Planning Manager:

Grant Farnsworth introduced his team, including Bryan Adams, Karissa Watanabe, Heidi Spore, and Marissa Guber. Charles Allen, Consultant, was also in attendance. Farnsworth reviewed his team worked on the Kimball Junction and SR 224 area plan project. They looked at over 30 alternatives and narrowed it down to three. They looked at multimodal solutions which resulted in the goals to move people more efficiently and improve the air quality. He noted this plan would be released to the public in a few months.

Farnsworth reviewed that all the options included a double turn lane for bus rapid transit (BRT) at Olympic Parkway to Ute Boulevard. Option A would add a road for those wanting to go straight to Landmark Drive and it would include a pedestrian tunnel.

Option B would create bridges for Ute Boulevard and Newpark Boulevard over SR-224. Option C would have pedestrian enhancements and HOV and transit lanes.

Farnsworth explained the environmental impact study process and noted it would include stakeholder and public input. Allen stated the traffic at Kimball Junction was mixed. Forty five percent of vehicles went straight through to Park City and the rest went to local sites. He indicated the traffic varied depending on the season and even depended on the day. The worst days were weekdays. He discussed the average delay at the intersections in the area. Council Member Dickey asked what the impact was for the area west of SR 224. Allen stated the analysis was covered to 2050 when the intersection would fail. It assumed regional and local growth in the area. Farnsworth stated those needs would be driving the study for the options, including the failing conditions at SR 224 and I-80, Ute Boulevard and Olympic Parkway, and offramp queues extending onto mainline roads or freeway. More details would be forthcoming. Public meetings would take place in early January and there would be a virtual public meeting. He summarized it would be a long process, but he wanted to understand all the questions and concerns.

Council Member Rubell asked if the BRT discussion would be separate. Farnsworth stated it was a separate project. Council Member Doilney asked if 25 days of backed up traffic constituted a fail, to which Farnsworth affirmed.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	**Present**
None	**Absent**

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Mayor Worel announced members of Brownie Troop 863 were attending tonight as they worked on their Democracy Badge.

Council Member Doilney indicated he was excited for the snow. Council Member Gerber stated the director of PC Tots was resigning. She noted there was a childcare challenge and requested an update from the Summit County Early Childhood Alliance. Council agreed to have this discussion. Council Member Gerber asked if Diversity, Equity and Inclusion (DEI) would come back as well. Dias stated the prioritization process would be part of the budget process.

Council Member Rubell stated Park City Fire District Board met and commented the Fire District and City were working during construction to ensure the continued safety and health of the community. Council Member Toly was excited to have the Girls Scouts here. She thanked the City team and businesses for the Halloween on Main event. She announced Live PC Give PC would start tomorrow and she hoped they would have a record-breaking year. She disclosed her business had a booth on Main Street for Silly Market for some years, but she no longer had the booth.

Mayor Worel indicated 24 students graduated from the Latino Police Academy and the graduates were very excited to share what they learned with the community.

Staff Communications Reports:

1. Drought End of the Year Update:

2. 2022 Golf Season Update:

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

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Helena Jankowske, Girl Scout, stated Utah prices should go down because some people couldn't afford clothes, homes, cars and gas; and some children couldn't afford to go on fieldtrips.

Indie Rodman, Girl Scout, stated she was born in Park City and was proud to live there. She would like to see less hunting and fewer tall buildings.

Cal Regan, Park City Pickleball Club, stated he didn't think things were being handled properly regarding the winter pickleball access. He went to other states and pickleball and tennis were played simultaneously. He suggested a group get together to discuss sharing the courts. He hoped there could be equal access.

Stuart Goldner stated pickleball had twenty courts and tennis had seven courts. The Council should not consider taking tennis time until the pickleball courts were full.

Jim Jones indicated pickleball users wanted to be able to book times that were available. The nets could be set up next to the other nets so it wouldn't be distracting. He called facilities in other states and they had tennis and pickleball playing simultaneously.

Gary Howard played both pickleball and tennis and the noise factor was a reason to keep the sports segregated. Also, pickleball was a social sport and the MARC would need a lot more parking to accommodate it.

Mayor Worel closed the public input portion of the meeting.

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from October 6, 2022:

Council Member Gerber moved to approve the City Council meeting minutes from October 6, 2022. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Construction Agreement, in a Form Approved by the City Attorney, with Renu Pool Plastering to Replaster and Retile the MARC Pools and Hot Tub, in an Amount Not to Exceed $164,310:

2. Request to Authorize the City Manager to Execute a Contract for Public Defender Services, in a Form Approved by the City Attorney, with Morrison & Morrison, L.L.C.:

Council Member Rubell moved to approve the Consent Agenda. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

VI. OLD BUSINESS

1. Park Silly Sunday Market (PSSM) Debrief and Discuss Contract Next Steps:
Jenny Diersen, Special Events Manager, and Kate McChesney and Michelle McDonald, PSSM Directors, were present for this item. Diersen stated PSSM focused on the local entrepreneurial spirit. Over the years, the Council priorities evolved from wanting

tourism to backing off from marketing and events. She noted if an event agreement was put in place, the event still needed to come back each year for approval.

McChesney indicated many businesses were started as PSSM vendors. They employed Park City based staffing. There were 160 booths given to artists, nonprofits, and farmers, and they had sustainable practices for the event. She wanted to do everything she could to mitigate effects on the community. She thanked Council for a successful summer and partnership.

Diersen reviewed Council direction given earlier this year. There was extensive outreach with over 2,000 responses. Of those responses, 66% supported PSSM and 56% identified areas of improvement, including the farmers' market, vendors, parking options, and pricing. She indicated PSSM submitted a proposal for a three to five-year contract on Lower Main for 12 days, with reduced noise impacts, the elimination of importers, and all vendors would be residents of Summit County and/or the Wasatch Back within the next three years.

Diersen displayed six alternatives for the Council to consider. Council Member Gerber asked if the PSSM contract renewal was for Main Street or if other locations would be considered. Diersen thought Council should decide if they wanted to have PSSM and if so, then a location could be discussed. McChesney indicated she liked having the event on Main Street and thought other areas would make the event more stressful.

Council Member Toly stated the farmers' market was a main component in the feedback and asked why it wasn't included in the alternatives. Diersen stated it was difficult to get farmers to come to the market on Sundays. Council Member Toly asked about PSSM moving to Lower Main. McChesney stated they seemed to be more welcome on Lower Main and she would move vendors down there. Council Member Toly didn't see an alternative for a time reduction, moving off Main Street, change of hours, change of day, and programming Upper Main Street. She asked why there wasn't an option addressing those community concerns. Diersen stated Council could discuss those things, but it was difficult to have a lot of alternatives.

Mayor Worel opened the item for public input.

Kevin Reynolds represented his son who was a vendor. His two sons both started at PSSM at eight and 11 years old and their businesses became successful. He didn't think eliminating the event was a good choice. He indicated no comments were gathered from attendees. He got feedback from visitors and they loved the event. He thought they should be included in the decision-making. It was a competitive market and making it available to vendors in the Wasatch Back was a good idea.

Graham Reynolds stated he and his brother started a jewelry business 16 years ago, and it was his start with art. It was the perfect space to showcase his work. He studied

design at the university and now was a professional. He felt PSSM drove local entrepreneurship.

Mellie Almond via Zoom stated she reviewed the information from the Historic Park City Alliance (HPCA). She wrote letters regarding PSSM and felt strongly about moving the event off Main Street. She hoped there could be a different location that would better suit the artists as well as those that lived in Old Town.

Mike Sweeney was an instigator of PSSM. He had a business on Lower Main that wasn't doing well. In an effort to get more people on Main Street, PSSM was started. He reviewed the history of starting the event. He thought it would be a failure to eliminate the event.

Bill Young via Zoom felt the event had overgrown its welcome. It might be more special if it was once a month from May-September. He also thought a Council member with a business on Main Street should recuse themselves since they had an interest.

Ken Davis had a business on Main Street and having 14,000 people on Main Street didn't make it a good thing for businesses. He had been on Main Street for 20 years. Sunday used to be the second busiest day. He reviewed the history of when PSSM first came and when it was decided to hold the event on Main Street. He supported the market, but didn't want it on Main Street because now Sunday was not the second busiest day. He also indicated Main Street merchants had their property taxes raised by $5,000-$7,000.

Stephanie Padilla stated she and her daughter were Park City residents and PSSM vendors. She thought PSSM had many benefits. Savannah was accepted as a youth vendor and had great success. They were grateful to PSSM and thought it would hurt many vendors if the event was eliminated. She hoped the event would continue on Main Street.

Alex Butwinski via Zoom thought the survey numbers were revealing. He was involved with the event since 2011, and stated businesses were trying to grow the economy and it fit the need at the time. Things evolved and he hoped Council would take a good look at the event.

Mitch Bedke, President of Park City Artists' Association, stated PSSM was the artists' biggest sponsor. This event allowed artists to get exposure, set pricing and learn what sold and what didn't sell. They liked having the event on Sunday since there weren't a lot of events on that day. He requested the event stay on Sunday.

Katie Mullaly, local artist and resident, supported PSSM on Main Street on Sundays. The event was the source of half of her annual sales. The City received revenues from this event. Part of the City's mission was arts and culture and this was an arts and

culture event every week in the summer. She also thought it brought people to town. Residents didn't go to Main Street to shop, but PSSM brought community together.

Ryan Heil was an event organizer and from his perspective Park City Main Street was unique and special. PSSM was unique and special, but he didn't know if it should be here for 12 weeks. The City was committed to maintaining events on Main Street and he suggested distributing an RFP for event activity on Main Street. He thought the RFP process would have great effects and could offer diversity. It would also allow the City to dictate the impact.

Sarah Ferrin, 10 year resident, stated she and her family rode their bikes to PSSM to meet friends, shop and eat. She requested the event stay.

Casey Metzger, Top Shelf Services, stated he used to be on Main Street as a manager, and it was a ghost town on Sunday nights. When PSSM came to town, Main Street became vibrant and energetic. It gave a platform for nonprofits and a space for local artists. He asked what was next to go if PSSM was eliminated.

Mayor Worel closed the public input.

Council Member Doilney stated this was a hard decision because he could identify with business owners, artists, and residents. He thought PSSM was a community identifier. He knew the City didn't have to have events to attract tourists, but he didn't want to cancel PSSM. He thought there was room in the conversation for a potential new venue.

Council Member Gerber disclosed she worked for PSSM 10 years ago and her husband had a booth there five years ago. The market had grown and changed over the years. She thought the HPCA survey was a very clear and definitive survey. She asked if having PSSM twice a month would work, and thought there needed to be a discussion on changing the format.

Council Member Dickey indicated the organizers were great to work with and it was tough seeing the Main Street businesses and Old Town residents against it. He didn't know how to proceed given those dynamics. He wondered if the City wanted to activate Main Street on Sunday. He thought PSSM would need to be changed and that might not be economically viable to the organizers. He was open to having it April-June and closing it in July and August. He didn't support proceeding with it in its current form.

Council Member Rubell stated the people supporting the market were for it for the same reasons the business owners were against it. The General Plan stated Old Town and Main Street were the center of the City. He thought Council needed to be careful that they didn't put the City in a bad situation. He didn't support the PSSM proposal. His concern was activating the entire street and his other concern was for the brick and

mortar stores. He would support a proof of concept and wanted it to align with what the residents were requesting. He was open to having a market that drew people in and supported the Main Street businesses. He wanted to try it before committing to a long-term agreement.

Council Member Toly read a prepared statement reviewing the history of PSSM, beginning in 2006. She didn't think the street should be leased and subsidized by the residents and business owners. She asked Council what the purpose of PSSM was. If it was a benefit, it came at a cost to Old Town residents and businesses. She didn't see an option she could support and thought the alternatives provided were not sufficient.

Mayor Worel summarized there was support for the market, but not in its current form. Diersen stated other alternatives could include different days and hours. Based on those suggestions, she recommended going back to the organizers and working on new alternatives. She requested working with the event liaisons on this. Council Member Rubell stated the timing question was important and asked when McChesney would need an answer, to which McChesney stated they sent out their applications by December 15th.

Council Member Dickey asked what days and times were not feasible. McChesney indicated a big piece was keeping booth rates reasonable and street closures. She needed the market to operate at least 11 days. They could shorten the hours, but not by much. She didn't want to give up having a Sunday event since part of the attraction was because much of the state was closed on Sunday. She also asked that she could take their COVID year exception and then dig deeper into their model and pick and choose what they wanted the market to look like in the future. She hoped she had listened to Council well over the years and they wanted to continue their relationship. She requested the one-year extension to their contract and noted it would give them a chance to work with Diersen. Council Member Rubell asked if they would come back so Council could see what the one-year extension would look like.

Council Member Toly asked if McChesney would agree to a different location, to which McChesney stated she preferred Main Street because of the ease of logistics. But she was willing to work on lowering days and hours. Council Member Toly thanked them and said they did a wonderful job.

Council Member Gerber thought it made sense to extend the event a year, have it for 11 days, and have a day off in June and July, and thought that would give Main Street an opportunity to have a car-free Sunday or whatever they decided. She wanted them to come back to have a bigger conversation for the future.

Mayor Worel summarized Council would consider the one-year COVID extension and the liaisons would work with PSSM to ensure it was not status quo for next year. Council Member Dickey asked if this would be a COVID extension or if the event would

be drastically changed. Council Member Doilney stated Option Five summed it up and he supported it. Council Member Gerber agreed the event for 2024 should be significantly changed but having an 11-day event in 2023 would help. Council Member Toly did not support that.

Mayor Worel stated the majority of Council agreed to Option Five for this next year. Diersen reviewed the market would be open 11 days, with days off in June, July, and August, and they would discuss shorter hours and other Council requests. This would come back in December for approval. Council Member Toly opposed the proposal.

2. Winter 2022-23 Park Plan Update:

Johnny Wasden, Parking Manager, presented this item and stated this was a follow-up to the discussion at the September 1st Council meeting. Since May, the Parking Department worked with residents, HPCA, the resorts, and Council liaisons to meet the priorities of the community. Park City Mountain (PCM) was implementing paid parking for the first time and impacts could not be fully anticipated. He spent a lot of hours with the community partners discussing solutions to that announcement. He thought paid parking would increase parking enforcement. He reviewed outreach efforts to certain residential areas in town. He received good feedback with recommendations for solutions. Some flexible tools for neighborhoods that didn't want "No Parking" signs included time-limited parking, "No Parking Except by Permit" signage, seasonal parking restrictions, and a supply of on-hand signage for unexpected issues. Wasden noted challenges would be ongoing and staff would keep in close contact with neighborhoods impacted by overflow ski parking.

Wasden also discussed a paid parking proposal. He thought paid parking helped when demand exceeded supply. He indicated implementing paid parking before peak times would get people used to the new policy. He wanted to make sure visitors knew where parking was located. He noted HPCA did not support the paid parking plan. He displayed the proposed parking rates. Wasden indicated HPCA supported the status quo option that had free daytime parking in China Bridge until the Sundance Film Festival and they wanted to reassess the need for paid parking at that point. The cons of leaving parking status quo was it would be a reactive approach. He noted HPCA was willing to implement the paid parking proposal after Sundance if impacts warranted it.

Wasden stated another option to consider was an HPCA proposal to allocate the Flagpole Parking Lot as employee parking. The pros included it was a convenient access for employees and it would create 56 permitted parking stalls for Old Town employees. The cons included it would reduce visitor parking and encourage more single occupancy vehicle traffic.

Council Member Toly asked what would happen at City Park and the library regarding overflow parking. Wasden stated the library was three-hour maximum parking and they would change the signage at the park to three-hour parking. Council Member Toly

asked if the library staff would monitor and notify the Parking Department if they observed issues with time-limited parking abuses. Wasden stated there was enforcement for time-limited areas. Council Member Toly revealed the Flagpole Lot for employee parking proposal was her idea.

Council Member Dickey asked if people could renew their three-hour Main Street parking to which Wasden stated no. Council Member Dickey asked why the Main Street surface lots had a four-hour maximum. Wasden explained it was a four-hour maximum all day but was only a paid lot after 5:00 p.m.

Council Member Rubell asked if the solutions for the blue neighborhoods (map) that didn't want "No Parking" signs would know what the solutions would be. Wasden stated he would continue outreach with those areas and indicated there was "No Parking" signs on one side of the street and it was a wait and see situation. He noted this would be for Prospector too.

Council Member Toly asked if Ironhorse was a no parking area, to which Wasden stated it was not currently signed for no parking. The area was heavily used by employees and residents and indicated that area was in flex right now as well.

Mayor Worel indicated she was in a meeting with Prospector Square board members, and they were concerned their parking lots would be used as overflow. She asked if Wasden had reached out to them. Wasden stated he had not reached out to them since those were private lots, but he would reach out.

Council Member Gerber asked if outreach had been initiated with businesses in a close proximity to the Flagpole Lot. She knew people parked in the lot to go to Upper and Lower Main Street. Ginger Wicks, HPCA Executive Director, stated she reached out to businesses and Handle was the only business that responded and they were not in favor of the change.

Mayor Worel opened the item for public input. No comments were given. Mayor Worel closed the public input.

Council Member Dickey thought staff could flex quickly. He didn't think residents understood when to pay and when not to. He was okay waiting until after Sundance to evaluate the need before implementing the new rates. Council Member Rubell stated if the Flagpole Lot was the recommendation from staff, he was okay with that. For paid parking, he would rather be proactive, but he was on the fence.

Council Member Toly supported the Flagpole lot for employees. She supported the daytime paid parking option. Council Member Gerber suggested starting paid parking in the City on December 12th to coincide with the first day of paid parking at the resort. She

didn't support the Flagpole Lot parking permit until staff had more time to talk with businesses on Lower Main. She asked to see how parking was laid out in that area.

Council Member Doilney stated changing behavior was difficult and it would be more difficult to change behavior in the middle of the season. He supported paid parking as soon as possible and supported employee parking on the Flagpole Lot. He felt that would encourage carpooling and would be a huge benefit for the employers.

Mayor Worel summarized the majority of Council supported starting paid parking at the beginning of the season. Wicks thought the conversation was great and she appreciated the dialogue and the time put into it. Council Member Toly asked to reevaluate parking in January because she didn't want paid parking to hurt businesses. Wasden agreed to stay in touch and adjust as needed.

Council Member Dickey thought the Flagpole Lot served that middle area of Main Street. He didn't have a complete view on it, but he would support staff's recommendation. Mayor Worel stated a majority of Council supported allocating the Flagpole Lot for employee permitted parking. Council Member Gerber asked if staff recommended the Flagpole Lot option, if it would be a paid permit parking lot, and if the permit could be used at the Flagpole Lot or China Bridge, to which Wasden stated yes to all the questions. Council Member Toly asked if the paid parking should align with PCM. Wasden stated the early season reserved would be paid.

Regarding resident parking, Council Member Rubell stated all City parking lots should be considered. He felt three hours was too long and thought it would be abused. He preferred to be proactive in Bonanza Park and Prospector and wanted to explore having resident stickers so they could park on the streets. Council Member Doilney stated the resorts did a study and the single occupancy cars that parked in lots on weekdays were local.

Council Member Dickey stated the tradeoff for paid parking was dissuading people from going to Main Street. He wanted to figure out how to make parking easier for residents. Council Member Gerber thought it would be great to have signage in Prospector and other areas that stated paid parking was at PCM and call if you notice overflow parking in that area.

1. Consideration to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney with Slate Communications, to Provide Professional Transit Marketing Services for 18 Months in an Amount Not to Exceed $222,015:

Andy Stevenson, Transit Marketing Coordinator, presented this item and stated Park City Transit was one of the most successful rural transit agencies in the country. Marketing efforts were needed and Transit issued an RFP to have one company promote marketing campaigns, reach a wider audience, and ensure the riders had a

smooth experience. Slate Communications would help Transit improve the rider experience. He noted bus wraps were an important marketing tool since buses were a rolling billboard. Slate would help Transit determine what it was trying to accomplish and design something accordingly. Stevenson stated there would be specific projects that Slate would be involved in, but they would also help with marketing support, such as a rider's guide, flyers, maps, etc.

Ryan Burke with Slate, via Zoom, introduced the company and stated they specialized in marketing for government organizations. He had a team of media strategists who specialized in social media, videography, etc. The goal was to increase rider education and the intention was to boost ridership. He displayed examples of his team's marketing work. He noted he wanted to make sure the City had approachable transit service and one way was to tell the stories of the riders and the employees.

Council Member Toly asked if the plan included advertising inside buses to offset the cost. Stevenson stated the monitors inside buses would allow for that. They could promote advertising with local businesses. Mayor Worel asked if they would include marketing to visitors so they would know they didn't need a car while visiting, to which Stevenson affirmed.

Mayor Worel opened the item for public input. No comments were given. Mayor Worel closed the public input.

Matt Neeley, Transportation Manager, stated funding was identified to cover the cost of this contract. Council Member Doilney looked forward to seeing what would be on the buses. He liked seeing mountain bikes on buses, but stated he would rather see people refilling water bottles and promoting sustainability.

Council Member Rubell stated High Valley Transit (HVT) was part of the advisory committee and asked how active they would be in the decision-making process. He knew they were separate from City Transit, but there should be some coordination. Stevenson indicated there would be collaboration with HVT and the other advisory committee members.

Council Member Rubell moved to authorize the City Manager to execute a professional services agreement, in a form approved by the City Attorney with Slate Communications, to provide professional transit marketing services for 18 months in an amount not to exceed $222,015. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

2. Consideration to Adopt Resolution 21-2022, A Policy Authorizing Participation in Meetings by Electronic Communication:

Michelle Kellogg, City Recorder, explained that as a result of an amendment to the state Open and Public Meetings Act, a resolution was necessary to specify how a Council member could be counted as part of a quorum when electronic meetings were used as a means to attend a meeting.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Doilney moved to adopt Resolution 21-2022, a policy authorizing participation in meetings by electronic communication. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

3. Discuss Council Meeting Start Times and Frequency:
Michelle Kellogg, City Recorder, presented this item and indicated previous Councils had given direction that meetings should not begin prior to 2:00 p.m. She asked if that direction was still preferred by the majority of Council. Toly preferred meeting earlier but knew that didn't work for all the members' schedules. Mayor Worel stated she was working to decrease barriers for serving on Council and she thought that should be considered as start times were set. After some discussion, Council decided to keep the start times at 2:00 p.m. or later.

The Council supported not changing the public input format of the agenda. Council Member Toly suggested explaining the number of public comments the Council received in other forms prior to the opening of public input on items so speakers would be aware and not feel the need to give the history of the issue as part of their comments. Mayor Worel indicated there would be a presentation on public comments during each meeting. The Council agreed to change the start time of the regular meeting to 5:30 p.m.

Kellogg discussed the proposed calendar for 2023. She explained the difficulty some staff who presented regularly had when there were meetings on four consecutive weeks. After some discussion, it was decided to eliminate some meetings on the calendar. Kellogg stated with fewer meetings, publishing the packets on Wednesday would be manageable. She affirmed meetings would not be held during fall and spring school breaks and during the April Utah League of Cities and Towns (ULCT) conference.

VII. ADJOURNMENT
With no further business, the meeting was adjourned.

_____
Michelle Kellogg, City Recorder

PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

November 10, 2022

The Council of Park City, Summit County, Utah, met in an open meeting on November 10, 2022, at 3:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property and litigation at 3:00 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 4:00 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

STUDY SESSION

Bonanza Flat Conservation Easement and Adaptive Management Plan History and Overview:
Wendy Fisher, Utah Open Lands (UOL) Executive Director, reviewed the history of Bonanza Flat. When acquired, Bonanza Flat was not a pristine landscape, but a parcel in need of restoration. In 2014, Guardsman's Pass was paved and talks about management and conservation of the land began. Members of UOL met with the Brighton Community Council and assessed the impact and mitigation efforts that would be needed to restore and manage the land moving forward.

After Bonanza was purchased in 2017, it went through an analysis and planning stage and two 12-member stakeholder committees were appointed. One was a jurisdictional stakeholder committee made up with representatives from Wasatch County, the Forest Service and Wasatch Mountain State Park, and the other was a technical stakeholder committee that included members from non-profits that had been involved, Snyderville Basin, and the Recreation District. Each committee had a total of six meetings and provided feedback to UOL.

Fisher reviewed restoration efforts, including trash piles being removed, parking conditions being remedied, and motorized vehicles used in the jurisdictional wetlands. In 2019, additional considerations were analyzed, including safety corridors, inholdings, leases, trail reroute, and infrastructure. The following year, adoptions, conservation easements, baseline documentation, and an adaptive management plan were all considered. Implementation of trailhead and waste management, trail realignments and sustainable design, parking enforcement, and restoration were all underway as well. Bonanza was now in the implementation phase. There were two inholdings on the property and UOL was able to raise funds to acquire both.

Council Member Toly inquired as to what the implementation phase meant if it was ongoing or if there was another phase after implementation. Fisher replied that the implementation phase was ongoing. She stated the adaptive management program ranged from forest health to restoration, to understanding capacity and degrees of use and that it would be ongoing since the human and wildlife population was not stagnant.

Fisher stated that Bonanza Flat was a $38 million purchase and the City put up a $25 million bond, which meant there was a $13 million gap to fill. That gap was paid for by 11 non-profits, three cities, three counties, and over 3,500 individual donations. She stated Bonanza Flat today went from 1,340 acres to 1,550 acres, in part to encompass Girl Scout cabins that were on land they didn't own, but rather leasing from United Park City Mines. Fisher stated that a resource inventory was executed the first year the property was owned, which looked at the current and historic uses of the land. They also hired Mindy Wheeler to complete an assessment of the invasive species as well as a vegetative ecologist, who discovered three rare species that grow on Bonanza Flat.

Fisher presented the adaptive management plan and stated the conservation easement was a document that set the intention for the property and would be used as the principal guideline to drive the parameters of the adaptive management plan.

Fisher displayed a topographic map that illustrated Bonanza Flat and neighboring areas, like Talisker. She further stated there was a fair amount of topographic fragmentation on the property due to various hiking trails that already existed prior to the purchase in 2017.

Council Member Toly asked if the map displayed was the map that Talisker gave UOL and noted there were many trails made prior to Talisker creating their own. Fisher indicated that it was the same map and the GPS-coordinated trails were pre-existing. Council Member Toly stated people had been creating trails in that area since the 1960s and 1970s, not just Talisker specifically.

Rick Fournier, Mountain Trails Foundation (MTF), indicated the Bloods Lake Trailhead was the first big project that Mountain Trails tackled. It had dozens of social trails that went fall-line to the lake, which created erosion issues prior to the re-route which was

much more sustainable and user-friendly. Lake Lackawaxen was the second large project. It ran through wetland drainage, so an alignment higher on the ridge was created as an alternative route. Regarding trails, Laura Smith, Executive Director of MTF, indicated the environment was the first value, and recreation experience and the management of that experience was secondary. Trails were open from July 1st to October 1st to mitigate the impact of recreators.

Fisher stated that Wasatch Mountain State Park visitation had increased since Bonanza opened as a recreational area. She related that UOL solicited grants, so there was no incurred cost for the restoration that was done to date.

Mayor Worel thanked UOL and MTF for their partnership and all the hard work they had done to date. Council Member Toly asked if the 175 parking spaces mentioned earlier had been created, to which Fisher stated that not all 175 spaces were built. She continued that the Bonanza Flat Adaptive Management and Stewardship Plan was a plan that Council would revisit every five years. She clarified that implementation did not necessarily mean adding parking, but it could also mean the removal of it based on feedback from Council.

Smith hoped that credibility and trust had been built with Council and the community in that they are taking great care to preserve the land and wildlife while also creating recreational opportunities to honor the bond.

WORK SESSION

Discuss Empire Creek Education and Outreach Plan:
Clint McAffee, Public Utilities Manager, presented this item and stated about 50% of Park City's drinking water came from abandoned mine tunnels between the Ontario Drain, Judge Tunnel and Spiro Tunnel. The Jordanelle Special Service District (JSSD) operated the Ontario Tunnel and Park City operated the Spiro and Judge Tunnels. In 2009, PCMC received a letter from the Environmental Protection Agency (EPA) directing the City to apply for Utah Pollutant Discharge System (UPDS) permits. The City applied for a permit and negotiated with Utah Division of Water Quality on a compliance term. In 2013, the City stopped using Judge for drinking water and at that point Judge Tunnel began discharging into Empire Creek year-round. Prior to 2013, Judge Tunnel was primarily used as a drinking water source and only intermittently and sporadically discharged into Empire Creek, usually during spring run-off, or if mine maintenance was performed.

McAffee reviewed in 2013-2014, the City began construction of the Judge Tunnel Pipeline where water would drain to the future 3Kings Water Treatment Plant (3KWTP). As part of the pipeline project, the City underwent an environmental assessment, a condition of accepting federal funds for the pipeline project. One area of impact that was studied was the depletion of water in Empire Creek and Silver Creek. It was found that

the depletion of Silver Maple Wetlands was an area of concern. With the help of Fish and Wildlife and Bureau of Land Management (BLM), a mitigation plan was created in which Park City would add water to those wetlands once Judge Tunnel was diverted back to 3KWTP.

McAffee stated in 2014, the City entered a stipulated compliance order that memorialized the compliance periods and terms where the City would comply with the new UPDS permits for the Judge and Spiro Tunnel. In that order, Judge was to be treated by January 1, 2024. After January 1, 2024, Park City could no longer legally discharge Judge into Empire Creek untreated. The solution identified was to pipe Judge Tunnel to 3KWTP to treat 100% of Judge at that location. In 2018, that agreement was amended for more favorable terms and a longer compliance period. From 2013 to mid-2023, a ten-year time frame, the City was implementing the solution to comply with the discharge permits for Judge and Spiro Tunnels. The City issued $142 million worth of revenue bonds in two issuances, both of which had 20-year terms under a 2% interest rate. In 2023, he expected to complete the project and Judge would be diverted from Empire Creek to 3KWTP.

McAffee highlighted a few projects that were completed with the $142 million bonds: the Judge Tunnel pipeline was completed in 2014; the Empire Tank was replaced in 2022; and 3KWTP, the largest single component of the overall project, would be completed in 2023. Other upgrades over the last ten years included Quinn's Water Treatment Plant; Creekside Water Treatment Plant; transmission lines across the entire City; golf course ponds were dredged; Spiro Tunnel was rehabilitated and all facilities and departments at this location were relocated.

McAffee stated in 2021, he reengaged the company that did the environmental assessment and re-affirmed the findings that there was no significant impact on Empire or Silver Creek due to the de-watering of Empire Creek. Bowen Collins did an assessment of the creek after having water flowing through it since 2013. Key conclusions from the assessment were that increased flows benefited riparian vegetation, with little if any impact on woody tree species, and it was assumed that snowmelt and excess seasonal runoff flows would continue to sustain existing riparian vegetation as they did prior to 2013. Furthermore, they did not see any fish and there was little concern regarding dust. The Division of Water Quality agreed that there were no new findings that PCMC would be able to implement that were different from the ones already agreed upon.

McAffee addressed the concerns regarding less water in the creek and discussed the mitigation plans for the wetlands. The environmental assessment completed in 2013 found that the depletion of water in Silver Maple Claims Wetlands was a concern and that the City needed to add water. Two locations were identified as potential source options, but the existing water source was the first choice. He wanted to pipe Judge to 3KWTP and add water to wetlands using a valve from the Paysomer Ditch, which

wouldn't require any energy. It would be diverted further upstream than it already landed in Silver Creek. Option Two would be to use the City's drinking water system to add water to the creek. Stream water standards were often more stringent than drinking water standards. The City's drinking water had more Zinc than could legally be put in the creek due to the sensitivities of aquatic life. Option Two would require a treatment facility as well as confirm that the City's existing facility could continue treating drinking water in the summertime and pumping water for the creek. The approximate cost for a new facility would be around $25 million and the volume of water that would need to be dedicated was around a 1,000-acre feed.

McAffee explained Option 2.2 was having a pipeline and a pump station flowing from Rockport Reservoir through town. It would not require treatment, but it would need to be piped through town and a pump station would need to be constructed. He displayed a water supply and demand chart. Adding water to the creek would effectively increase the City's water demand. The City provided water for the municipality, irrigation, and snowmaking, and creek flow would be added to that list if adopted. It would mean less redundancy for the City if a well was lost and it would have less overall impact on the system. It would increase the chance that the City would need to procure more water if other sources didn't continue to perform. It also would increase the chances of overall drought restrictions imposed on the community.

McAffee stated surplus sales to Weber Basin were on a five-year rolling contract and with the additional demand of 600 gallons a minute to simulate flow to the creek, the demand would be above the City's reliable source capacity. In 2026, Weber Basin sales would total $5 million which was up for a one-year renewal within the year. If the contract was not renewed, Weber Basin would not be able to sell water to Summit Water, yet would still owe them water based on their contract. Without Park City's surplus, they would have to start developing a new water source for the Basin.

McAffee gave an overview of the outreach, public information, and meetings done in the last year, including a Prospector neighborhood meeting, a Council session with public input, and a meeting with Mayor Worel at Prospector Park. A website was created detailing every public document associated with this project, permits, prior staff reports, cost analysis, and questions and answers. On November 5th another meeting was held that targeted the Prospector and Upper Main residents where the creek touched their homes. McAfee asked if Council would like any additional community outreach.

Mayor Worel asked if there was another aquifer or water source in the mountains that didn't run through a mine tunnel. McAffee responded that the City was at the top of the watershed, so if it were to go higher than Judge Tunnel, it would be in the Provo, Salt Lake Valley, or Cottonwood Canyon watersheds.

Council Member Dickey asked if the electricity numbers shown on the chart could be put into context. McAffee stated the chart showed the annual increase in electricity use

and the increase associated with Option 2.1 was 4.3 million kilowatt hours (KWH) and represented a 36% increase in the Water Department's electrical demand. Option 2.2 would be a little less with a 20% increase.

Council Member Jeremy Rubell stated that an average home was around 10,000 KWH per year. McAffee stated that it was a third of PCMC's current water footprint and water would be pumped uphill 4,000 feet. Council Member Dickey asked if the Judge water was going to be treated and if it would be sold to Weber Basin. McAffee said that was an option. It presented an opportunity to continue that lease with Weber Basin, but it was also a secure source of water for the future. If PCMC lost a well because of TDS, metals, or an earthquake, it would remain an alternate water source to help offset the impact of the one lost. Long-term, it would add to the City's water security.

Council Member Toly asked where the water in the creek flowed and if there was another town downstream that might be affected. McAffee stated that PCMC's total water consumption as a City would not increase due to this action. The water that was already flowing downstream would continue to do so.

Council Member Rubell asked what the approximate water billing revenues were per year. McAfee stated that they were approximately $20 million. Council Member Rubell clarified that the $5 million deal with Weber Basin was about a quarter of the total revenue. He stated that PCMC would have to absorb the 25% cost across the customer portfolio if another 5-year lease with Weber Basin was declined. McAffee agreed and noted the revenue from that 5-year lease was accounted for in that time frame, and it wasn't assumed that it would be extended. Current rates were set up based on the 5-year renewal. Each time it was renewed, it increased the ability to do programs and projects and keep rates low. Council Member Rubell asserted there were two separate issues that needed to be addressed. First, the City needed to comply with the January 1st, 2024 date. Second, was how the City would replace the water that would no longer be discharging into the creek, which was not time-dependent to January 1, 2024. He mentioned that electricity use would contribute to the carbon footprint and inquired if the amount of water that would need to be pumped back up to put in the creek was more than PCMC's residential usage combined. McAfee affirmed and further stated the single-family, residential customer class (stand-alone homes with a yard), as a customer class combined, used about the same amount as Judge Tunnel produced and was what would be pumped back up and eventually discharged.

Mayor Worel asked the Council if additional public outreach prior to Judge being diverted was needed and indicated she felt more was necessary. She noted people were interested, but those who showed up to the public meetings did not have the correct information. Council Member Rubell stated the messaging to separate the two issues was important to share with the public. Council Member Toly mentioned that she would like to see more community outreach in areas outside of the Upper Main and

Prospector areas, as well as a larger community meeting involving all Park City residents.

Council Member Gerber hoped for a solution that hadn't been thought of yet. Viable solutions that Council would consider would need to be net-zero carbon emissions, no impact on water supplies, or the ability to be water sufficient. Council Member Doilney added the stream did not exist naturally, so the community needed to decide if they would like to have an artificial stream through Park City. Council Member Dickey agreed with everyone on the matter.

McAffee asked Council if they would like Public Works to survey the community to see if they would like to allocate money, electricity, cost, and water to pump a creek. Mayor Worel responded that Council would like more outreach. Council would like the community to know the full impacts of having a stream run through town.

Council Member Gerber felt Options Two and Three weren't viable options; they would be costly, use too much energy, and impact PCMC's water systems at a high level. McAffee affirmed that any solution would require a lot of money, energy, and water. Council Member Toly stated that water conservation efforts were happening in surrounding states, so it seemed counterintuitive to pump water into town to create a manmade stream. Council Member Rubell stated McAffee did not need to keep building out the three alternatives provided today. McAffee summarized Council was directing Public Works to hold a large public meeting, with both virtual and in-person options with Spanish translation.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey via Zoom Council Member Max Doilney via Zoom Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Marissa Marleau, Deputy City Recorder	**Present**
None	**Absent**

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:
Council Member Toly stated there was a toy drive December 2-4. There was also a ski wax take-back program to help with wastewater. Wax would be accepted at Recycle Utah through April 15th. She also mentioned the Lower Park Avenue Survey could be accessed at engageparkcity.com. Snow Talk Winter 2022-2023 preview will be on November 14th from 6:00 p.m.-8:00 p.m. at the Park City Hospital.

Council Member Rubell congratulated Mike McComb on completing his POST certification. He also mentioned August sales tax data and budget monitoring financials were still strong.

Mayor Worel indicated she hosted the local Veterans panel. On November 11th, the siren on Main Street would sound for Veteran's Day. The City and the seniors signed a memorandum of understanding (MOU) to create a new Senior Center as well as affordable Senior Housing.

Staff Communications Reports:

1. August Sales Tax and September Budget Monitoring Report:

2. Lower Park Avenue Improvement Project Public Involvement Update:

3. Full-Scale Evacuation Exercise After-Action Report:

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

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Clive Bush eComment: "Although the horse has bolted, I would ask that the public record more accurately reflect the creek's history and future state. Future dialogue, circulated material, on-line accounts, websites etc. should be mindful of the following: It's inexact to say the planned diversion returns the creek to its natural condition, rather it returns it to an artificial man made post-mining era. Before the Judge Tunnel, the creek flowed freely through Old Town; along with other aquifers filled water troughs, numerous springs and supplied enough water to sustain year round wildlife, including abundant aquatic life. The intervention of a comprehensive diversionary pipeline creates the most significant artificial state this water course has ever been subject to. Empire Creek is a recent naming convention of unknown origin, as is the renaming of Deer Valley Creek to Silver Creek as shown at the recent public meeting. The Sanborn Maps of 1889, 1907 as well as the official survey of Park City Mines dated 1902 show the prominent blue waters of Silver Creek flowing via Empire Canyon through Old Town, while Deer Valley Creek joins it downstream. Distinctive hierarchy that emphasizes the

importance of Silver Creek running through Old Town, alongside Main Street that's supported by historic publications and first-hand "old timer" accounts. If the historic society could pin a rosette on a stream, then this would be the one it would do first…one could argue it's priceless, but also not worthy of the amount of money it now costs to return it to its true natural state– we should therefore question how did we let this happen?"

Mayor Worel closed the public input portion of the meeting.

IV. CONSENT AGENDA

1. Request to Adopt Resolution 22-2022, a Resolution Declaring November 26, 2022, as "Small Business Saturday" in Park City, Utah:

Council Member Gerber moved to approve the Consent Agenda. Council Member Rubell seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

V. NEW BUSINESS

1. Consideration to Approve Resolution 23-2022, a Resolution Proclaiming November 11, 2022, as a Day to Honor Veterans in Park City, Utah:

Michelle Downard, Resident Advocate, introduced Asa Low, Mike McComb, and Casey Coleman, who were all Park City Municipal employees and military veterans. Downard detailed the Veterans' History Project, created in 2011, which collected and preserved the experiences of American veterans so that future generations could learn the stories and sacrifices of our nation's soldiers. This project would be recorded and stored in the Library of Congress.

Low indicated he worked for in Building Maintenance. He thanked Council for the resolution and the honor that Council was giving those who continued to serve. Coleman worked for the Streets Department and shared why he joined the Army. McComb worked as the Emergency Program Manager and Police Officer. He also shared some of his experiences in the Navy. Council Member Gerber thanked Mayor Worel for her service as a Naval nurse.

Council Member Gerber moved to approve Resolution 23-2022, a resolution proclaiming November 11, 2022, as a day to honor Veterans in Park City, Utah. Council Member Toly seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

2. Thaynes Canyon Parking Update:

Heinrich Deters, Trails and Open Space Manager, reviewed consultants made site visits, collected data, and were working with the stakeholders to present a plan sometime in December. Short-term parking associated with the golf course was now being considered for winter use.

Vaughn Robinson, Golf Manager, gave an overview of short-term parking mitigation throughout the summer. The driving range parking was considered overflow parking with the short-term plan and was available 33 of 160 days. He offered free range balls for carpooling, bike, or bus transit as an incentive to golfers. The green fee was also reduced by charging a 9-hole cart rate instead of an 18-hole cart rate to those who would carpool.

Council Member Toly inquired about the eight parking stalls that were used for carpooling and asked if a hang tag method was ever used. Robinson was unsure if it would have helped. Council Member Toly asked if there were any changes that could be made to promote carpooling. Robinson didn't have any other suggestions other than the options presented this summer.

Deters reviewed the proposed winter parking management and maintenance options of having White Pine Touring or the City monitor and manage the parking. Deters mentioned that the special event noted in the proposal would still go through the Events Department, but he requested Council direction on how to proceed before December peak parking.

Richard Hodges and Jack Walzer from White Pine Touring spoke on their proposed plan for operating the golf course area. Hodges mentioned that carpooling, public transit, and parking information was made available to everyone last ski season. He hoped simple, standardized rules could be in place with parking from 10:00 a.m. to 2:00 p.m. most days and 10:00 a.m. to 6:00 p.m. on youth program ski days. He thought these hours would potentially address alpine skier and employee access to the area. White Pine favored having three spaces designated for adaptive, para-Nordic, and disabled skiers.

Hodges explained skiers and golfers differed in activity length. Skiers only stayed a few hours, whereas golfers stayed four to six hours. A 10:00 a.m. start was proposed to deter alpine skiers from accessing Silver Star and the shorter afternoon hours were proposed to deter parking for the whole day. Council Member Gerber stated the times for parking didn't seem to be reflective of the Junior Nordic program hours. Hodges indicated Wednesday's group of skiers was smaller than Tuesday and Thursday's

group, thus Wednesday's hours for parking were not reflective of Tuesday and Thursday's time allotment.

Mayor Worel inquired if the enforcement of this plan would be owned by the City or White Pine Touring. Hodges stated that White Pine was not an enforcement agency. Their plan was purposefully made simple so it could be easily regulated from an enforcement standpoint, but they did not wish to monitor parking themselves.

Council Member Dickey asked what the overflow parking would be used for specifically. Hodges responded that it was for daily parking. Day use was primarily for skiers and later afternoon use was focused on youth programs for both parking or pick-up and drop-off. Council Member Dickey asked if day skiers were able to find spots or if it was simply more convenient to park there. Hodges stated that they were not able to find parking. Robinson added that the hotel had a condition set in place during winter where they had around 30 employees that parked on-site. They did not park on-site in the summer.

Deters indicated the expectation was to have the full study ready in December and that part of the contract was geared toward working with the hotel to collect numbers to understand employee dynamics. The full study was based on summer, but it would make assumptions and judgments based on winter predictions to complete the full study.

Council Member Dickey asked if White Pine would be directing customers to use the overflow parking as pick-up and drop-off or overflow parking. Hodges stated that it would be used as overflow parking. Council Member Dickey inquired if there was any way the hotel roundabout could be used for program drop-off. Hodges said that he was asking parents to help manage that, but White Pine only had three active employees to help with traffic at the hotel roundabout. He further stated that the volume of vehicles versus the available square footage of the circle would be a physical challenge.

Council Member Doilney stated the overflow area could be a drop and load zone. He also identified that there might be other parking solutions not considered. Council Member Toly asked what White Pine's hours of operation were. Hodges stated 9:00 a.m. to 5:00 p.m. were the hours of operation, and grooming began at 6:30 a.m. Staff arrived at 8:15 a.m. and season pass holders arrived at varying times throughout the day. Council Member Toly asked what efforts were being made to mitigate employee parking for White Pine Touring staff. Hodges stated that carpooling and transit were encouraged. Council Member Toly asked about White Pine storage facilities at the golf course for people to leave their equipment so they didn't have to carry gear with them if they carpooled or took public transit. Hodges stated that there was currently no space for lockers.

Council Member Rubell asked if other parking options were available for consideration. Deters indicated there was the possibility of other parking options and he could look into that for the next meeting. Hodges stated that no other options were considered. Council Member Rubell inquired how White Pine customers versus others were distinguished for parking and how signs would be maintained to reflect no parking/White Pine parking. Deters mentioned that White Pine employees would need to flip their sign over the No Parking sign that already existed to change the directive. Council Member Rubell asked if there was a plan to manage the surrounding area indicated for overflow parking. Hodges stated anything that was not parking would be groomed to inhibit parking and allow for more skier access.

Mayor Worel opened public input.

Charlie Sturgis, suggested building parking under the driving range, or utilizing parking at the McPolin Barn or the Peterson property.

Kevin McCarthy liked the idea of McPolin Barn parking and expressed the need for a possible sidewalk surrounding overflow parking. He had concerns over White Pine Touring maintaining and enforcing signage.

Dave McVaughn was a parent of program participants and stated that only five or six cars could fit on the roundabout for drop-off. He was in favor of McPolin Barn being utilized.

Liz Stephen via Zoom stated parents facing parking challenges inhibited program enjoyability for a growing, but still small sport. Parking rules that fluctuated would be a challenge and might be confusing to parents. Parking passes displayed in windows could help identify cars that were season pass holders.

Emma Girard indicated the pick-up and drop-off area was nice because you could see the vehicles and the parents, so you knew if the kids were being picked up safely. Overflow parking was straightforward, simple directions for non-English speaking parents to understand.

Christie Hind stated that the ski program was important for young, local, community-based athletes and she supported a pick-up/drop-off location that could be seen by instructors, so they would know that children were arriving and leaving safely from their lesson.

Ian Hartley noted the legacy of sports in Park City. Parking would be beneficial to the community and the program might be lost to the perceived inconvenience of alpine skier parking misuse and abuse.

Jennifer Adler eComment: "I live in the Thaynes Canyon area and I am writing to object to the continued use of the area along Thaynes Canyon Drive as overflow parking for recreational users this winter. Many immediate neighbors share my objections. Mine are as follows: *The parking is contrary to the zoning of the golf course area as an urban park. The intent of this zoning is to preserve the entire golf course area as recreational and green space and to confine parking to the areas where it is intended (ie the Hotel Park City complex). The council should support the zoning that is in place, otherwise it is acting arbitrarily and against the interests of local residents in favor of largely out-of-town recreational users. *On a related note, the parking is a blight on an otherwise scenic recreational area that is a main feature of the neighborhood. *I understand that a long-term study is underway for this area. However, I also understand that an alternative option has been presented to contain the parking to the Hotel Park City complex this winter - this should be utilized instead of allowing parking that is contrary to zoning. *I noticed claims in the council papers that parking has occurred along Thaynes Canyon Drive for decades. That is not true from my experience. This has been a much more recent phenomenon and has accelerated during the Covid years, leading to objections by local residents. *Some neighbors immediately adjacent to the golf course area have said they prefer parking along Thaynes Canyon Drive than in their local streets. This doesn't indicate real support for the overflow parking - it is just indicating a preference for one form of illegal recreational parking for another. In addition to supporting the no street parking designation for Thaynes Canyon streets close to recreational areas and bus stops, the council should also enforce the proper zoning and prevent the overflow parking. *Aside from these points, the overflow parking represents genuine traffic congestion and safety issues in the winter months. People unload/load and mill around at the back of their vehicles right along Thaynes Canyon Drive, while cars drive past and often back-up waiting to turn on to Highway 224, particularly during peak times. I have a neighbor who drives the long way to/from her home because she is fearful of hitting children who might run out on to the road. This is already an area that presents safety concerns due to the pedestrian cross-walk, which is heavily used by golf and nordic users. I had a near miss recently with a teenager who leapt out into the cross-walk at the last minute to join his friends on the other side of the road. This issue is exacerbated in the winter with the icy road and unsafe camber of the road at the curve. As a final note, we should deal with this issue properly. Let's support proper long-term solutions, and not turn a blind eye to inappropriate band-aid solutions that pit local residents against recreational users."

Mayor Worel closed the public.

Council Member Toly proposed that she, Deters, and White Pine revisit plans to look at a weekend/week-day program versus daily parking changes. Council Members Rubell, Doilney, and Dickey supported that proposal. Council Member Gerber also favored revisiting other plausible solutions.

Deters recapped Council direction and identified that clear, consistent parking boundaries needed to be in place to be enforceable and he would, with the help of Council Member Toly and White Pine, come back to Council with more detailed, manageable, long-term solutions for parking in this area.

VI. ADJOURNMENT

PARK CITY WATER SERVICE DISTRICT MEETING

I) ROLL CALL

Attendee Name	Status
Chair Nann Worel Board Member Ryan Dickey via Zoom Board Member Max Doilney via Zoom Board Member Becca Gerber Board Member Jeremy Rubell Board Member Tana Toly Matt Dias, Executive Director Margaret Plane, City Attorney Marissa Marleau, Secretary	**Present**
None	**Absent**

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

Chair Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. No comments were given. Chair Worel closed the public input portion of the meeting.

III. CONSENT AGENDA

1. Request to Authorize the City Manager to Amend the Terms of 1) the October 8, 1991, Water Supply Agreement between Salt Lake City Corporation and Park City Municipal Corporation to October 31, 2023; and 2) the March 2, 2016, Amendment to the 1991 Agreement, as Amended:

Board Member Gerber moved to approve the Consent Agenda. Board Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

IV. ADJOURNMENT

With no further business, the meeting was adjourned.

_____
Marissa Marleau, Deputy City Recorder

PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

November 17, 2022

The Council of Park City, Summit County, Utah, met in open meeting on November 17, 2022, at 2:45 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property, litigation, and advice of counsel at 2:46 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 3:46 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

WORK SESSION

Childcare Update by Kristen Schulz, Park City Community Foundation Early Childhood Alliance Coordinator:
Kristen Schulz presented a video on early childhood education. She explained many studies on brain formation found that education during a child's early years determined language, cognitive, and emotional skills. The U.S. Chamber of Commerce was invested in early childhood education. She reviewed childcare statistics in Summit and Wasatch Counties and indicated there were deficiencies. She noted childcare costs outpaced inflation, with the average cost being $14,000 per child annually.

Schulz stated many childcare facilities had closed due to high personnel costs and the labor-intensity involved. She noted the federal government helped childcare centers during COVID, but once the funds were gone, the centers would most likely have to raise their fees. Schulz referred to the Aspen and Breckenridge, Colorado, childcare programs. She stated Utah offered a childcare subsidy and she tried to get this information to the families needing childcare. She hoped the City would think about children's education before the age of six. She was working on a needs assessment

with families in Summit County. It was indicated Schultz would return when that data was collected.

Andrea Barnes, PC Tots, explained the history of her centers and stated they supported 100 children. They raised money to support their programs. There were 26 people employed at PC Tots and half of their budget was from fundraising. She wanted to be part of the solution of helping people have access to early childhood education. She knew tuition rates would need to increase. She noted it was difficult to hire educators and so they began offering a livable wage with benefits. She felt there was a crisis in not having enough childcare facilities and thought the best solution was to open more centers if there was a reasonable way to manage them.

Mental Wellness Alliance Strategic Plan Update by Linda Graves, Coordinator:
Aaron Newman, Summit County Health Department Director of Behavioral Health, reviewed the goals of the plan. Goal One was expanding community access to mental health and substance use programs and included a continual effort to recruit and retain providers and expand crisis centers. Goal Two was increasing prevention and education around mental health and substance abuse. This would reduce suicides and expand student and senior groups focused on mental wellness. Graves noted a third of the students signing up for the program were Latinos. Goal Three was ensuring success and sustainability of mental health and substance abuse programs and service. Newman noted many first responders needed behavioral health programs. They would provide peer-support specialists to people and connect with them through sharing similar stories. Goal Four was establishing systems to support life during recovery and reintegration into the community. The drug court funding and services would be expanded and other programs would be offered. Newman stated housing was important for this goal as well as for all those with mental health concerns. Goal Five was ensuring equity of mental health and substance abuse programs and services for the Latino community and underserved community members. Newman explained they were working on offering a scholarship program to educate people and then recruit the graduates to work in Summit County.

Graves reviewed the changes in the Alliance in the last five years and stated they would continue to be flexible as community needs changed. The strategic plan was a guide they would use to determine success.

Mayor Worel requested a copy of the plan that she could distribute to the Council. Council Member Dickey asked where the funds would come from for the scholarship program, to which Newman stated that would come from private donations. At the graduate program level, federal funds could be used. Council Member Doilney stated childcare was a big part of postpartum recovery and asked what groups like the early childhood group could cater to the different aspects of the program. Graves stated they worked with Schulz and they would convene and collaborate with her. They were the hub where people could communicate, come together, and support each other. Council

Member Doilney thought it was nice to have that place to look to as funding and other discussions took place. Graves stated people from different parts of the community could relate how mental health affected their entities. She stated they worked closely with CONNECT and referred many people to them for services.

Council Member Rubell asked when the special services contract for mental health would be opened for applications. Mayor Worel stated they would hear more about that after the first of the year. Council Member Toly was happy to see this in one place where people could see what was happening. She thanked them for taking care of the adult workforce too. Mayor Worel stated when the Mental Wellness Alliance began, it got people out of their silos, and she was happy to see the collaboration.

Summit County Health Department COVID-19 After-Action Report:
Shelley Worley, Deputy Health Director, and Chris Crawley, Emergency Preparedness Manager, presented this item. Worley indicated the report summed up 30 months of COVID practices. They identified the successes, gaps, and things they learned going forward. She displayed a screen comparing federal, state, and local case rates, hospitalizations, and fatalities. The rates in the County were flatter and of shorter duration. The hospitals were pushed to capacity. The fatality rates in the County were very low.

Worley reviewed the timeline for COVID with the associated response efforts. She stated they were limited by the number of vaccines received so the vaccination clinic was extended from weeks to months. Crawley noted mistakes were made, but they had an aggressive approach and they improved every day. They listened to public feedback to improve. The stars of the program were the volunteers. Community-based organizations helped as well. He stated they had a pandemic plan that was written in 2011, and that was very helpful. One gap found was that they were deficient in mutual aid agreements and the emergency operations center.

Crawley indicated they got both high and low scores regarding communication via alerts, social media, and the joint information center. He stated they were fortunate to be able to use the film studio as a vaccine center. Worley related 90% of Summit County residents were vaccinated and they led the state in vaccination rates. She thought using the report was useful in order to improve, and improvement would be an ongoing process for the Health Department. She stated the COVID response would not have been successful without the community partners.

Council Member Doilney stated the Health Department was the hub and everyone looked to them for leadership. He thought they were the model for other counties throughout the state.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly via Zoom Jennifer McGrath, Deputy City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	**Present**
None	**Absent**

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Doilney stated students in Latinos in Action came to City Hall and showed their leadership skills as they highlighted gaps in the community. He indicated many in the Council had young children and he wanted to continue the conversation on childhood education.

Council Member Rubell congratulated staff on the Bonanza Flat Winter Transit to Trails implementation. He asked when the LMC case-by-case determinations item would be presented to Council, to which McGrath stated December 15th. Council Member Rubell asked if that would include all the items from the past six months where some had wished for administrative approvals instead of taking the items to Council for approval. McGrath stated staff looked comprehensively at the code for where there was discretion and they were mapping it out.

Council Member Toly stated the Chamber issued a seasonal workers' guide which would help them navigate housing, medical care, and other services in the community. She announced the Snow Globe on Main Street Event and indicated the ski resorts were opening. She noted she was in Florida and saw the Artemis rocket launch, which was exciting.

Council Member Gerber indicated she enjoyed seeing the participation of the Latinos in Action. She discussed the scarcity of childcare and the huge need for it in the community. She was glad for the discussion on it tonight. Council Member Dickey appreciated the childcare discussion as well.

Mayor Worel complimented staff for their efforts in celebrating Veterans' Day. Yesterday she helped put up one of the new speed limit signs and she urged the community to pay attention to the new signs.

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

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Abby Eddy shared that she enjoyed the work session discussion on early childhood education. She related that her son had been on every childcare waitlist in town. She agreed people would work more if there were more childcare facilities. She was fortunate to be able to work remotely. There was the issue of space. Her son got accepted to a center, but the annual fee was $20,000 and that wasn't affordable for her family. She thought the centers were wonderful. She thought local government could help offset the cost to make childcare more affordable.

Katrina Kmak via Zoom stated she was grateful childcare was being discussed. She was a mother and also saw many children in her career as a youth librarian. Many people were looking for affordable childcare. She was fortunate to have her son attend PC Tots and hoped more families could take advantage of the program.

Eileen May-West had two children and she travelled three hours per day to have her children in a center in Salt Lake City. She researched the childcare crisis and thought as Park City was spending money to attract workers, it would be beneficial to offer subsidized childcare. She requested the City use public funding to help with childcare.

Makena Hawley via Zoom stated it took 18 months to get into PC Tots and she felt childcare was a social equity issue and a gender issue. She liked the presentation during the work session.

Megan stated she had struggled with being on waitlists, getting nannies, and using relatives for childcare. She worked from home and it was still a struggle. She thought there was a motivated group of parents in the community and she hoped the City could continue to work on the issue.

Nikki Magrath stated she got a spot in a daycare when her daughter was five months old, but there was a definite economic impact. She was self-employed, but time taken to care for her daughter took her away from her job.

Theresa Sherry eComment: "I am a solo mother living in Summit Park with my daughter who is almost 18 months old. I work remotely for an east coast company and am the Board Chair of a non-profit I founded for youth empowerment through sports. My

organization serves Park City and half a dozen other towns in Utah. I currently rent, and struggle with the cost of living here on one salary, but childcare in Park City has been the single most stressful part of living in the area. Here is a little of my story: I had my baby in June of 2021, and needed childcare starting when she was 8 weeks old. I sent several inquiries through different online services for care, since daycares in the area did not take infants that young, or they had waitlists with dozens of families. Online services resulted in almost every response coming from someone living in Salt Lake or further away. Referrals to local women looking to switch from cleaning or caring for homes to childcare resulted in quotes of $30/hour for my child, which was not an option for my budget. I have now had two different sitters watching my daughter and, in neither situation, have I had full workday hours or full work weeks covered. I have had to find a solution every week for the day(s) not covered, relying heavily on friends, but more often, working during nap times and late into the night. The Park City School District Daycare/Preschool was seemingly an answer to my weekly angst and logistical issues, so when I received an email one week before my daughter was supposed to start school, it was a major blow. In the last few months, I have been applying for daycares and preschools, but with little traction in Park City. I have been forced to widen my search to Salt Lake, and even consider moving out of state. I have a passion for youth sports, coaching, and for this community that has become home. The Park City Youth Lacrosse Organization, the Park City High School teams, and the friends who have become family here, are who I want my children growing up around if we can survive the current childcare challenges. Thank you for considering my story among the dozens of families experiencing hardship related to childcare."

Karen Riley eComment: "There is a serious childcare crisis in Park City, both in capacity and affordability. We have been so unbelievably fortunate to have depended on PC Tots for the last 5.5 years. We are two full-time working parents who work in Park City. We got on the waitlist for our first child at 8 weeks pregnant. We were accepted 11 months after being on the waitlist...this was in 2017. Fast forward to 2019, our second child was on the way and we got on the waitlist at 4 weeks pregnant. We were finally accepted after 12 months on the waitlist, solely because there was a sibling enrolled at the same school (school policy to give priority). Then COVID... PC Tots closed for 4 months, and we were forced to find alternate childcare during that time while we attempted to work full-time. At the end of the day, one parent's take-home pay was $1/hour after paying a babysitter to continue to work to maintain insurance benefits for the whole family. Had we not been so fortunate to secure childcare, back in 2017 when we started at PC Tots, one parent would have been forced to leave the workforce. This is unacceptable in a community where we seem to have solutions to most every problem, though this continues to persist. Hurdles include (other than the sheer lack of capacity): -Unrealistic school hours. Some schools run from 8:30 am-2:45 pm... where do the kids go for the rest of the workday? A 40-hour work week is not 9 am-2:30 pm... -Unrealistic school calendar. I haven't yet come across a full-time working model where two working-parent households get the whole summer off. The dream would be for every single child in Park City to access childcare at an affordable cost. If the

community can raise $5.2 million in one single day (Live PC Give PC, 2022), we can accomplish anything...what better place to start than with kids, the future of our community?"

Rebecca Hunt eComment: "Please look closely at and remedy the childcare crisis occurring in Park City. We will lose valuable workforce, including teachers and coaches, if the lack of childcare in PC isn't addressed."

Mayor Worel closed the public input portion of the meeting.

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from October 27, 2022:

Council Member Gerber moved to approve the City Council meeting minutes from October 27, 2022. Council Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

V. CONSENT AGENDA

1. Request to Approve a Seven-Month Extension of the Historic Park City Alliance Downtown Business Improvement District (BID) Service Provider Contract until June 30, 2023, in a Form Approved by the City Attorney:

Council Member Rubell moved to remove Item One from the Consent Agenda. Council Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

1. Request to Approve a Seven-Month Extension of the Historic Park City Alliance Downtown Business Improvement District (BID) Service Provider Contract until June 30, 2023, in a Form Approved by the City Attorney:
Council Member Rubell stated the topic of sharing parking revenues was discussed a few months ago and he wanted to get an update on that. He also indicated the report noted there would be a cap on the revenue Council would be approving and he asked for clarification. Diersen stated staff recommended the parking revenue because that item had been continued. Council asked staff to look into that but she hadn't had time so she asked to align the extension of the special service provider contract with both the City's and HPCA's fiscal year and that would provide staff with additional time. The City

had a longstanding relationship with HPCA so she wanted to take the time to have those conversations beginning this month.

Council Member Rubell stated the staff report gave a few different dollar amounts, and he understood that to mean there was a cap on how much the City gave HPCA from the revenue sharing. Diersen explained this was a tax that HPCA imposed on themselves. Council Member Rubell clarified there was $120,000 total. Diersen stated the fees went up to that amount. The big fees were $80,000 and the parking fee was $40,000, but staff recommended to lower the parking fees. Council Member Rubell asked if that was capped. Mindy Finlinson, Finance Manager, stated there wasn't a cap, but the fees were collected at the time of the business license. Then in June, those fees were remitted to HPCA. The parking revenue was different. Diersen stated the $40,000 was collected but staff recommended prorating that amount to the recommended $23,000. Council Member Rubell asked if the $23,000 was based on collections or just a check written from the City no matter the revenue received. Diersen stated it would not change if there was more or less parking revenue.

Council Member Doilney moved to approve a seven-month extension of the Historic Park City Alliance Downtown Business Improvement District (BID) Service Provider Contract until June 30, 2023, in a form approved by the City Attorney. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

VI. NEW BUSINESS

1. Consideration to Continue an Ordinance Approving Water Wise Landscaping Land Management Code Amendments to February 16, 2023:
Lillian Zollinger, Planner, presented this item and stated the Planning Commission hadn't reviewed the proposed amendments so this item was being continued.

Mayor Worel opened the public hearing.

Clive Bush eComment: "As someone who would like to re-landscape a portion of my front yard in Old Town, its always been rather daunting to review the details and requirements to do so. Assuming the plan is to incorporate water-wise landscaping while also updating and improving the appearance of landscape the rules need to be easily understood and not so complicated to deter an owner taking on the task. Currently it seems a professional is required in order to make the slightest of changes to ones landscaping and that is a significant deterrent for most. One point of detail - the irrigation plan as proposed prohibits overhead spray irrigation - I would imagine overhead spray is required to service any lawn/turf - the key here is that not all above ground spray nozzles are water efficient in doing so??"

Mayor Worel closed the public hearing.

Council Member Toly asked if there was anything the public could do to prepare for the amendments between now and the February meeting. Zollinger stated there was a report published for the October 26th Planning Commission meeting. A survey was distributed and there was an Engage Park City webpage people could look at. She noted there were no proposed changes yet.

Council Member Gerber moved to continue an ordinance approving water wise landscaping Land Management Code amendments to February 16, 2023. Council Member Dickey seconded the motion.

RESULT: CONTINUED TO FEBRUARY 16, 2023
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

2. Consideration to Approve a Permit Fee Waiver in the Amount of $71,306.85 Requested by the National Ability Center (NAC) Mountain Center:

Casandra Courtillet, Deputy Building Official, Meeche White, NAC Facility Development Manager, and Danny Glauser, NAC Executive Director, were present for this item. Courtillet requested a permit fee waiver for the Mountain Center building that would replace a double-wide trailer. This was a nonprofit facility that served a beneficial purpose, and as such was qualified to be considered for fee waivers upon approval by Council. The internal fee adjustment committee reviewed the request and scored it 85 out of 100, and she recommended a fee waiver of $60,610.

Council Member Rubell asked about the 15 points the application didn't qualify. Courtillet reviewed Question One regarding how the project related to community goals scored 88%, Question Two regarding the community and public benefit scored 95%, Question Three regarding the need for a waiver scored 80%, and Question Four regarding other City support already provided scored a 75%. The overall rating was 85%.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Doilney asked if Council had authority to approve a fee waiver at the 100% level because there was intrinsic value to what NAC brought to the community. Courtillet stated Council could approve the full amount without the impact fees, but the committee recommended $10,696.85 less than the total. Council Member Dickey thought the code was well written and was a guardrail to prevent Council from waiving all nonprofit fees. With that said, he supported waiving the full amount.

Council Member Rubell knew the NAC was a huge community benefit, but Council had discussions on following staff recommendations, and that was his struggle. Council

Member Toly thought the process was odd if NAC thought the City could approve $170,000. She wanted a system in the future to let the applicant know what could or couldn't be waived. Council Member Doilney indicated every construction project had unexpected costs. Nonprofits did a project once every 20 years or so, so there was nuance in this situation. He knew there were guardrails, but Council also had authority to approve the full amount. He supported approving the full amount. Council Member Rubell thought the scoring model didn't reflect the sentiment of the Council. He didn't like asking staff to follow a process and then disregard it.

Mayor Worel asked when the scoring model was implemented, to which Courtillet indicated it was created in 2017. Council Member Doilney stated nonprofits were in a different bucket because they were unique. Some fee waiver requests were for $1 million and some were for $10,000. Council Member Rubell thought there could be guardrails that delineated the range. Council Member Gerber wondered how departments would be affected when they took a budget cut because Council allotted a higher fee waiver. Council Member Toly stated there was a great sales tax report and there was room to approve this. Council Member Rubell asked to revisit and update the fee waiver process.

Council Member Dickey moved to approve a permit fee waiver in the amount of $71,306.85 requested by the National Ability Center (NAC) Mountain Center and direct staff to come back with a new scoring model on a future agenda. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

3. Consideration to Approve Ordinance No. 2022-45, an Ordinance Approving the Royal Plaza Condominiums Fourth Amended Plat Combining Units 301 and 309, Located at 7620 Royal Street E, Park City, Utah:

Jaron Ehlers, Planning Technician, and Rory Murphy, Applicant's Representative, presented this item. Ehlers indicated the semi-common space was built as common space. As a result, Unit 309 did not have legal access. The applicant proposed to combine the two units. This proposal complied with the parking requirements. There was a condition of approval (COA) requiring an engineering survey to ensure no damage would be done to the structural integrity of the units. Murphy added no new construction would take place and they planned to have an engineering survey completed for the units.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Doilney moved to approve Ordinance No. 2022-45, an ordinance approving the Royal Plaza Condominiums Fourth Amended Plat combining Units 301

and 309, located at 7620 Royal Street E, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

4. Consideration to Approve an Interlocal Cooperation Agreement between Wasatch County and Park City Municipal Corporation for the Purposes of Increasing Collaboration and Efficiency of Resources Regarding Public Safety and Enforcement Services in the St. Regis Wasatch and Bonanza Flat Conservation Areas:

Heinrich Deters, Trails and Open Space Manager, Police Chief Wade Carpenter, and Wasatch County Sheriff Jared Rigby presented this item. Deters stated a lot of work was done between Wasatch County and Park City to reach this agreement to work together and save taxpayer money. The agreement addressed aspects of the St. Regis and Bonanza Flat areas.

Chief Carpenter related the Police Department and the Wasatch County Sheriff's Office had a long history of working together. This agreement formalized the relationship. The St. Regis was located in both Park City and Wasatch County. For felony offenses, his officers would respond and then Wasatch County would take over the investigation. There was a shared response from the Wasatch Back Major Crimes Joint Taskforce currently taking place, so this agreement would memorialize what was already going on. Sheriff Rigby stated it took some time to reach this agreement and he was glad to memorialize what was already being implemented.

Deters stated another component of the agreement was memorializing a temporary agreement this summer at Bonanza Flat where the rangers could issue parking citations. Council Member Gerber asked if the Wasatch County Council approved this. Sheriff Rigby stated they discussed it but hadn't approved it. Council Member Toly referred to Section D of the exhibit for No Parking signs and asked if no more No Parking signs would be put up. Deters indicated the current parking signage was put up and they were evaluated every six months. The signage needed to be approved by both entities and then there was a maintenance aspect to that.

Mayor Worel opened the item for public input.

Emily Ingram, Utah Open Lands, thanked both entities for their efforts at Bonanza Flat. She stated recreational motorized use was prohibited and it was still going on. She noted there was an avalanche caused by a snowmobile and a moose was killed. There had been verbal conflicts between non-motorized trail users and motorized trail users, and she hoped for some solutions.

Mayor Worel closed the public input.

Council Member Gerber asked if rangers could cite snowmobilers. Chief Carpenter stated citations for motorized vehicles had to be issued by a law enforcement officer. Deters stated the rangers would need to be POST certified. Currently, the rangers were in uniform on snowmobiles and were visible. They were there educating snowmobilers. Council Member Toly asked if more signage needed to be up there, to which Deters stated snowmobile signage was placed up there today.

Council Member Rubell moved to approve an Interlocal Cooperation Agreement between Wasatch County and Park City Municipal Corporation for the purposes of increasing collaboration and efficiency of resources regarding public safety and enforcement services in the St. Regis Wasatch and Bonanza Flat Conservation Areas. Council Member Doilney seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

5. Consideration to Exercise the City's Option to Purchase 2085 Snow Creek Lane for $382,417 and Authorize the Mayor and City Manager to Execute All Documents in a Form Approved by the City Attorney's Office, Select a Pricing Basis for Resale, and Select an Option for the Sale to a Qualified Household:

Rhoda Stauffer, Housing Specialist, presented this item and stated three percent appreciation on this unit outpaced increases in income and this unit was no longer in the affordable category. She noted the sales price was $382,417. She recommended the unit be made available at the affordable price of $326,472, which would require a subsidy of $55,945. She researched other communities and they often subsidized the units to keep them affordable. The Housing Department would be studying this and reporting back to Council in the future.

Stauffer stated staff preferred that this unit remain affordable. Resale options for Council consideration included:1. Subsidized sale to highest qualified buyer on the waitlist; 2. Subsidized sale to a City employee (recommended option); 3. Sell at market value as an attainable unit to a City employee; 4. Sell at market value as an attainable unit to the highest qualified household on the waitlist; 5. Retain and rent on a long-term basis to a City employee; 6. Continue the item for a future meeting.

Mayor Worel asked if Council wanted to purchase the unit. Council Member Rubell asked when AMI numbers would be adjusted. Stauffer stated the Department of Housing and Urban Development (HUD) calculated the Area Median Income (AMI) in March for the previous year, so the current AMI data was based on 2021.

Mayor Worel opened the public hearing regarding purchasing the unit. No comments were given. Mayor Worel closed the public hearing.

Council Member Doilney asked how the City could rent the unit if there were deed restrictions prohibiting rentals. Stauffer stated the deed restrictions for that property could be updated to allow the City to rent it. After some discussion, the Council agreed to purchase the unit. Council Member Doilney didn't think it was fair to rent a unit when other owners weren't allowed to rent their units. He thought if the City rented the unit, the deed restrictions should be changed to allow all units the same privilege. He supported the staff recommendation of selling it to a City employee, and he wanted a discussion on allowing rentals for the City's affordable housing properties at a future meeting. The Council agreed they didn't want to rent the unit.

When Council was asked if the unit should be subsidized, Council Member Rubell was not supportive. Council Member Doilney preferred subsidizing the unit. Council Member Rubell stated when the AMI was updated in the spring, the affordable rate would rise, so it would really be subsidized to approximately 70% AMI. The current price was barely over the limit and would be affordable for a two-income family. Council Member Gerber thought it should be subsidized because even though the AMI would be increased, there would be workforce that would be in the affordable range. She also thought people had a difficult time qualifying for units in the attainable range. Stauffer stated 40 people were on the attainable list and 150 were on the affordable list.

Council Member Dickey noted if the City subsidized the unit, it would be difficult preventing a subsidy from happening again. He thought this would be a subsidy for one person. Glidden stated nobody had left the subdivision in the last 12 years because they hadn't built up enough equity to leave. He agreed the units would need to be subsidized again. Council Member Dickey did not support a subsidy. Council Member Toly preferred this unit go to a City employee and she was okay if it was subsidized for employees.

Council Member Rubell referred to the moderate-income housing plan and stated it would be hard for City employees to qualify for the affordable housing AMI. Council Member Doilney thought it was a priority to house City staff and he agreed not to subsidize the unit if it went to a City employee.

Council Member Gerber stated most developers built attainable units and it was harder to build affordable units so she wanted to keep it affordable. Council Member Doilney indicated the City could subsidize it at a later date to an affordable level. Stauffer noted the Budget Department would research market trends to determine how many units would need to be subsidized to remain affordable.

Council Member Rubell clarified attainable units were 80%-150% AMI. He agreed it should not be subsidized and to prioritize a City employee. He requested the Fire District employees be included when the policy came back for a future discussion.

Council Member Gerber asked what the intent of the housing project was when it was built. Stauffer stated two units were set aside for City employees and now those employees no longer worked for the City. Council Member Gerber preferred that the unit go to someone on the waitlist. Council Member Dickey stated there was a waitlist for a reason and he didn't want to make a random exception unless there was a way to codify how a unit would be delegated. Council Member Rubell stated he was okay selling it to a City employee and bringing back a policy to support that decision.

Glidden summarized the majority of Council approved having a lottery for a City employee to buy the unit without a subsidy and return in the future with a policy. Council Member Gerber asked if the policy would include the other people on the waitlist. Council Member Doilney thought the City should lead by example and have housing for its employees. The future policy could include a prioritization for teachers, fire fighters, etc.

Mayor Worel opened the public hearing regarding the waitlist. No comments were given. Mayor Worel closed the public hearing.

Council Member Rubell moved to approve the City's option to purchase 2085 Snow Creek Lane for $382,417 and authorize the Mayor and City Manager to execute all documents in a form approved by the City Attorney's Office, select a pricing basis for resale, and select an option for the sale to a qualified household, and direct staff to return with a policy to support the discussion. Council Member Dickey seconded the motion.

RESULT: APPROVED
AYES: Council Members Dickey, Doilney, Rubell, and Toly
NAY: Council Member Gerber

VII. ADJOURNMENT

With no further business, the meeting was adjourned.

_____
Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Resolution
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Resolution 24-2022, a Resolution Welcoming the Return of Winter in Park City (A) Public Input (B) Action

Suggested Action:

Attachments:
Welcome Winter Resolution 2022

Resolution No. 24-2022

RESOLUTION WELCOMING THE RETURN OF WINTER IN PARK CITY

WHEREAS, Park City has a rich outdoor recreation heritage, offers exceptional world-class winter sports, including downhill skiing and snowboarding, cross-country skiing, snowshoeing, snow biking, hockey, and ice skating: and,

WHEREAS, Park City is home to two world-class resorts, Deer Valley and Park City Mountain, together offering locals and visitors from around the world the Greatest Snow on Earth®; and,

WHEREAS, Our world-class resorts benefit from talented and committed ski patrollers and instructors, groomers, and service industry professionals who are dedicated to providing a safe, quality experience; and,

WHEREAS, Park City's Olympic spirit, past and future are unrivaled with the presence of Olympic legacy facilities which are community and world-class amenities for athletes of all ages and abilities to pursue their highest aspirations; and,

WHEREAS, Our resilient and creative business community works to keep our local economy vibrant, authentic, and strong; and,

WHEREAS, The Park City community has much to be thankful for, and Park City Municipal is committed to providing a safe environment for locals, workforce, and visitors alike; and

WHEREAS, Park City's Parks and Streets teams are at their best when Mother Nature is most fierce, working around the clock to keep roads clear so residents and guests can access Park City's world-class slopes, dining, and lodging; and

WHEREAS, Park City's Transit, Parking, Police, Trails, Event, and Traffic teams spent months preparing to provide dependable service during some of the harshest conditions through renovated systems to help protect residential areas, prioritize transit, and improve traffic flow; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council officially, heartily, and frostily welcome the Return of Winter to Park City and declare 'LET IT SNOW!'

PASSED AND ADOPTED December 8, 2022.

PARK CITY MUNICIPAL CORPORATION

_____

Mayor Nann Worel

ATTEST:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
City Attorney's Office

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Engineering
Item Type: Work Session
Agenda Section: NEW BUSINESS

Subject:
Discuss the Upper Main Street Improvement Project - Including the Intersections of Main Street, Swede Alley, Park Avenue, Daly Avenue, and King Road
(A) Public Input

Suggested Action:

Attachments:
Upper Main Staff Report
Exhibit A: Phase One Improvements
Exhibit B: Stakeholder Engagement Summary
Exhibit C: Concept Design Evolution

City Council Staff Report

Subject: Upper Main Street Improvement Project
Authors: John Robertson, Gabriel Shields, Linda Jager, Alex Roy
Department: Engineering, Community Engagement
Date: December 8, 2022
Type of Item: Work Session

Recommendation

Review, discuss, and receive community input to consider alternatives for an "Upper Main Street" capital improvement project. For several years, the City has received numerous requests for additional traffic and safety improvements for a project area defined by the intersections of Main Street, Swede Alley, Park Avenue, Daly Avenue, and King Road.

Background

Generally, concerns from neighborhood residents near the top of Main Street have grown over time due to the neighborhood's proximity to Main Street and associated impacts. Additionally, existing pedestrian facilities are dated and inadequate, making them less attractive for pedestrians and those using transit. In short, the residential area experienced significant increases in overflow traffic as visitors attempting to access Main Street use neighborhood streets to pass-through, turn around, seek parking, or as a direct access route.

Council awarded a project budget of $2,211,560 in the FY23 CIP. Subsequently, staff held several focus meetings to assess physical/ROW constraints, obtain consensus from residents and businesses, confirm project goals, and consider potential design alternatives and traffic calming measures.

The Project Team prepared multiple alternatives for consideration during the focus meetings. Exhibit C provides the numerous options presented and discussed with the stakeholder team.

As a result of the feedback received, the Project Team recommends bifurcating Upper Main Street improvements into two phased capital projects:

- Phase I: Construct improvements on the location's south end in the summer of 2023. (Exhibit A) The primary purposes are to provide a balanced separation of the neighborhood, and commercial land uses and to improve pedestrian safety and active transportation connectivity.

- Phase II: Further evaluate improvements at the intersection of Main Street and Swede Alley for pedestrian safety, placemaking, and traffic patterns. The Project Team proposes to continue community engagement focused at the Main and Swede intersections and revisit improvements at a future date when community consensus is more easily reached.

Doing nothing, or a no-build option, was also considered, but the desire for improvements to the corridor dismissed this alternative. Given the complexity of Phase II, the need to evaluate all impacts to local businesses due to any proposed improvements at the Main/Swede intersection, and the desire of the resident stakeholders to see improvements along the Phase 1 locations, bifurcation of the project as presented above is recommended.

Public Involvement Summary

Given the importance of the project area, the Project Team procured consulting services to design a public involvement strategy focused on gathering input from a cross-section of community residents and business owners. Beginning in May 2022, a focus group of 40 community representatives was formed to meet and work with the Project Team.

The Team hosted a series of workshops to listen to the residents and businesses and better understand the project's challenges, opportunities, and goals. The dates and topics of these meetings included:

- May 17, 2022 – Introduction of the project and brainstorming opportunities and challenges with the Upper Main St. area resident focus group.
- June 7, 2022 – Confirm goals and initial concepts with residents and Historic Park City Alliance representative.
- June 17, 2022 – Confirmation of goals and initial concepts with HPCA business member focus group.
- August 9, 2022 – Review of revised concepts with residents and HPCA member businesses focus group.
- November 1, 2022 – Presentation of proposed improvements to Old Town residents and focus group members; and
- November 11, 2022 - Review of revised concepts with Park City Mountain and Upper King Road residents.

During the public involvement process, the Project Team heard an underlying theme of conflict related to the confluence of commercial and residential needs and impacts. This nexus, along with roadway geometry and signage, creates an excess of commercial visitor traffic in the primarily residential area of Upper Main Street. Furthermore, the lack of consistent pedestrian and bicycle infrastructure needs improvement. Based on feedback, project goals were confirmed to include the following:

- Provide balanced separation of the neighborhood and commercial land use;
- Improve walkability;
- Control speed through the area; and
- Provide reliable transit to minimize vehicles in the area.

We created a project page on Engage Park City to provide a project overview, links to focus group presentations, and a portal for project questions and feedback. Since its creation in May, 229 individuals have engaged with the project page.

A comprehensive summary of public involvement meetings, outcomes, and project goals can be found in Exhibit B.

Concept Design Alternatives

In response to the focus group feedback, the project team developed an initial round of design alternatives to meet the project goals. It should be noted that transit accommodation was limited to the Historic Trolley; more extensive transit considerations are currently underway in the Short-Range Transit Plan (SRTP).

The design alternatives begin at Daly Avenue and Hillside Avenue intersection and continue North approximately 500 feet, terminating at the intersection of Main Street and Sweet Alley. Improvements to this section primarily include sidewalk widening into the roadway through bulb-outs to improve walkability and provide traffic calming by impinging into the street.

The Hillside Avenue and Daly Avenue intersections provided a better opportunity for creative engineering solutions. We considered roundabouts, traffic circles, green spaces/parklets, and street parking. Ultimately, community feedback indicated that roundabouts or standard turnaround for cars were not preferred. This led to the selection of a formalized intersection where parking and trolley turnarounds can be provided.

The intersection of Main Street and Swede Alley presented a more comprehensive range of design options. However, at this location, the commercial district's roadway geometry and boundaries conflict with the goals of separating business and neighborhood traffic. While the delineation between the Historic Commercial District (HCB) and the Historic Residential Subzone 2-B (HR2B) is generally located at the intersection of Main Street and Swede Alley, a portion of the HCB extends to the South, as shown in the image below.

Figure 1 - Zoning at Project Northern Terminus

This distinction in zoning presents challenges to achieving project goals. Multiple engineering solutions attempted to physically and visually discourage commercial and visitor traffic traveling South of Swede Alley by delineating the residential area from the retail space. While multiple engineering solutions were developed (Exhibit C), the

feasible solutions failed to reach a consensus between parties in the HCB and those in the HR2B.

Questions for Council

1. Does the Council support bifurcating the Upper Main Street Improvement project into a two-phased approach?
    a. If yes, does Council support the preferred design alternative and project schedule for Phase I (See Exhibit A)?
    b. If not, does Council prefer delaying the project to study further alternatives at the Swede Alley/Main Street intersection to try to gain consensus?

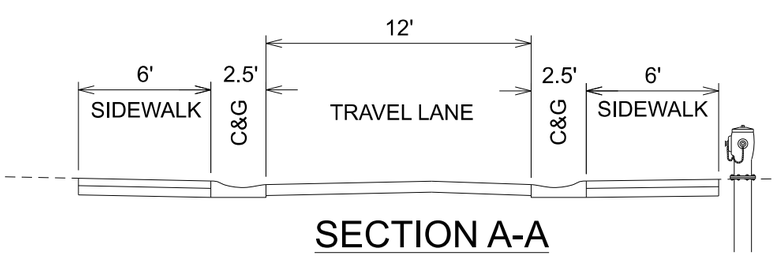
Funding

The Upper Main Street Improvement project is funded at $2,211,560 for public involvement, design, and construction.

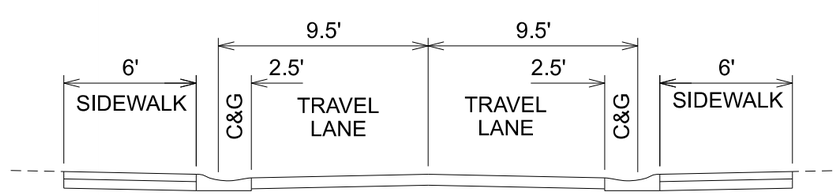
Exhibits

Exhibit A – Phase 1 Improvements
Exhibit B – Public Involvement Summary
Exhibit C – Concept Design Evolution

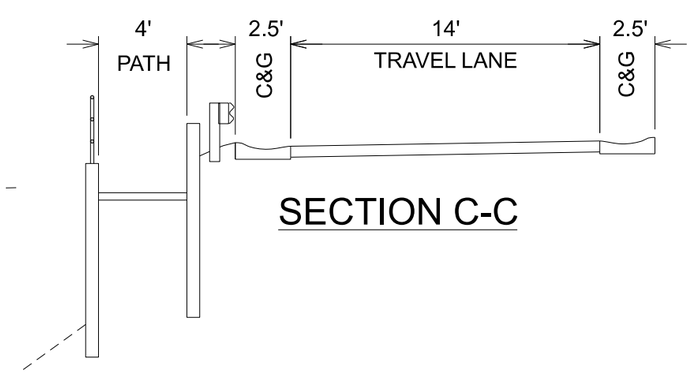
UPPER MAIN ROADWAY IMPROVEMENTS - PHASE 1



SECTION A-A



SECTION B-B



SECTION C-C

Exhibit B: Stakeholder Engagement Summary

Focus Group Participants and Meeting Attendees

Residents

Braden Bell

Betsy Wallace

Carol Fontana

Carol Sletta

Clive Bush

Dan Fischer

Delphine Campos

Doug Stephens

Ed Godecki

Eric Lee

Ginger Tolman Wolfe

Jim Doilney

Jodi Hoffman

Kate Henry

Majorie Fischer

Mark Maziarz

Marylynn Russo

Matt McMillen

Peter Marth

Richard Eyre

Sheri Harding

Tessa Wyatt

Tom Gadek

Willemina Yospe

Business Representatives

Bill White	Grappa
Cortney Johansen	Star Hotel/Big Dipper
Doug Clyde	Consultant - Bill White Enterprises
Ginger Wicks	HPCA Executive Director
John Kenworthy	HPCA Executive Board/Flanagans
Mike Brown	Grappa
Pat Quigley	Treasure Mountain Inn
Rhonda Sideris	HPCA Executive Board
Shirin Spakenburg	HPCA Executive Board
Tyler Toly	HPCA/Red Banjo Pizza

Additional Resident Meeting Attendees

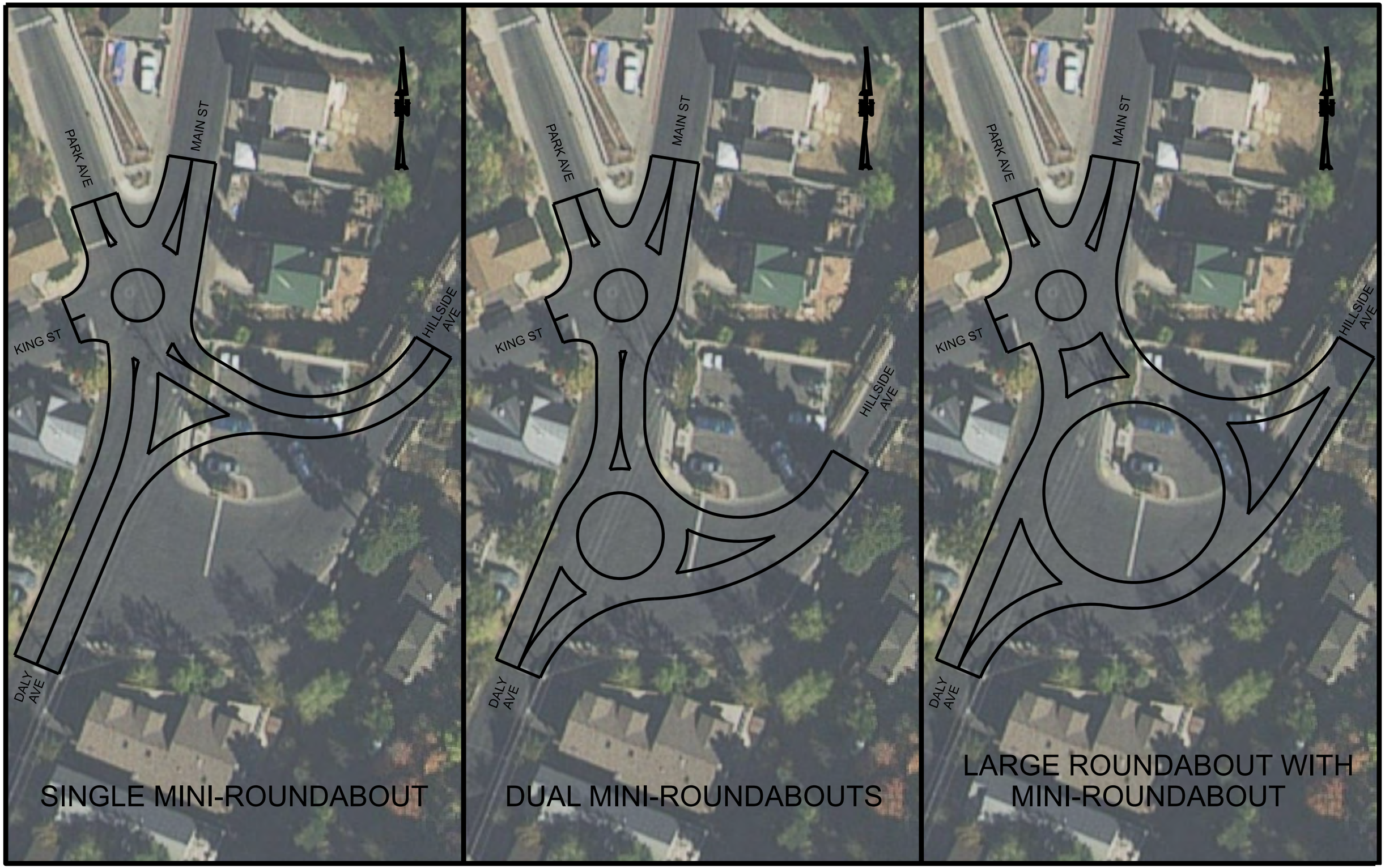
Camille Rasdall

Eric Hermann

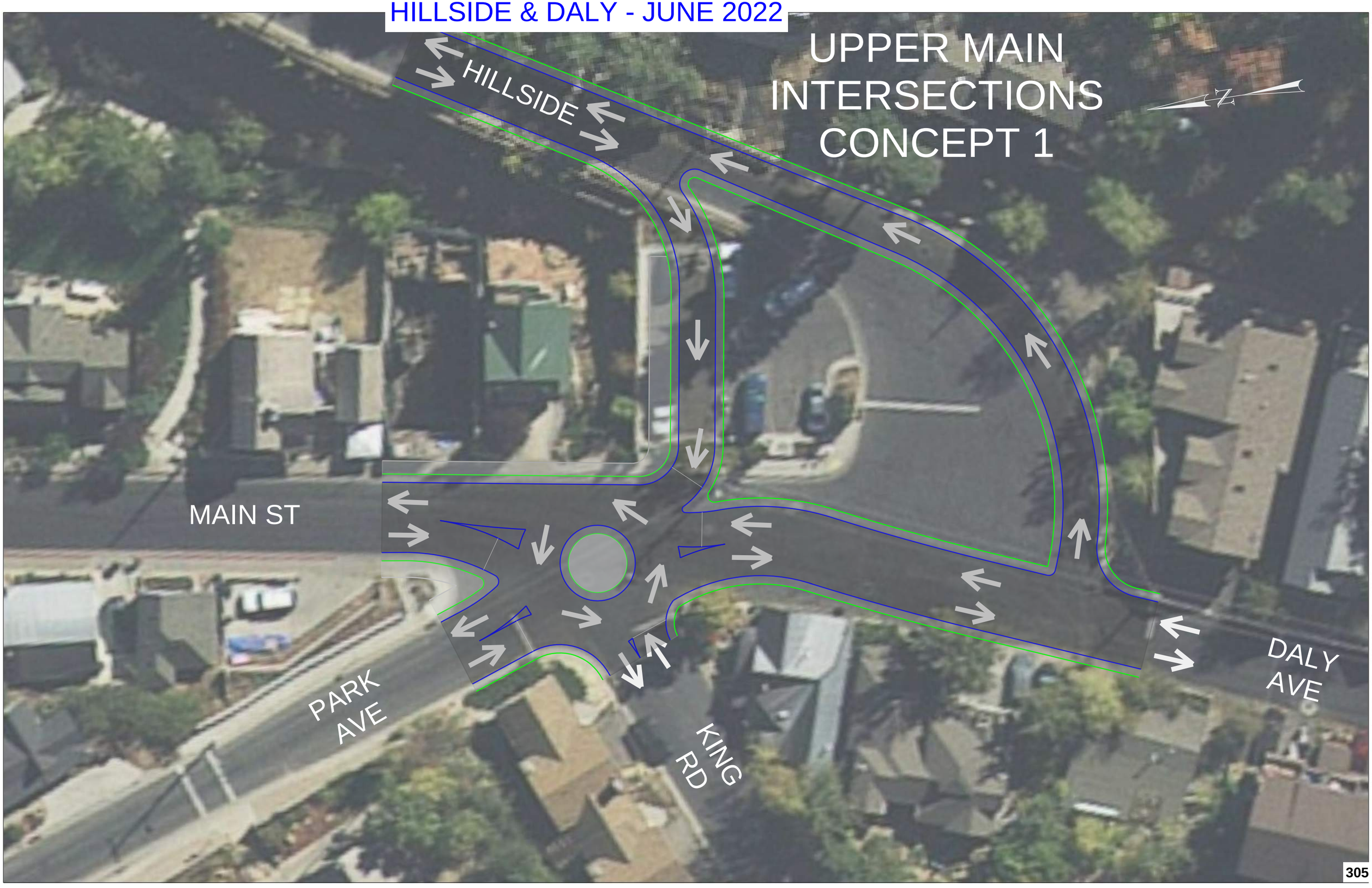
Jeff Buehl

Sean Parker

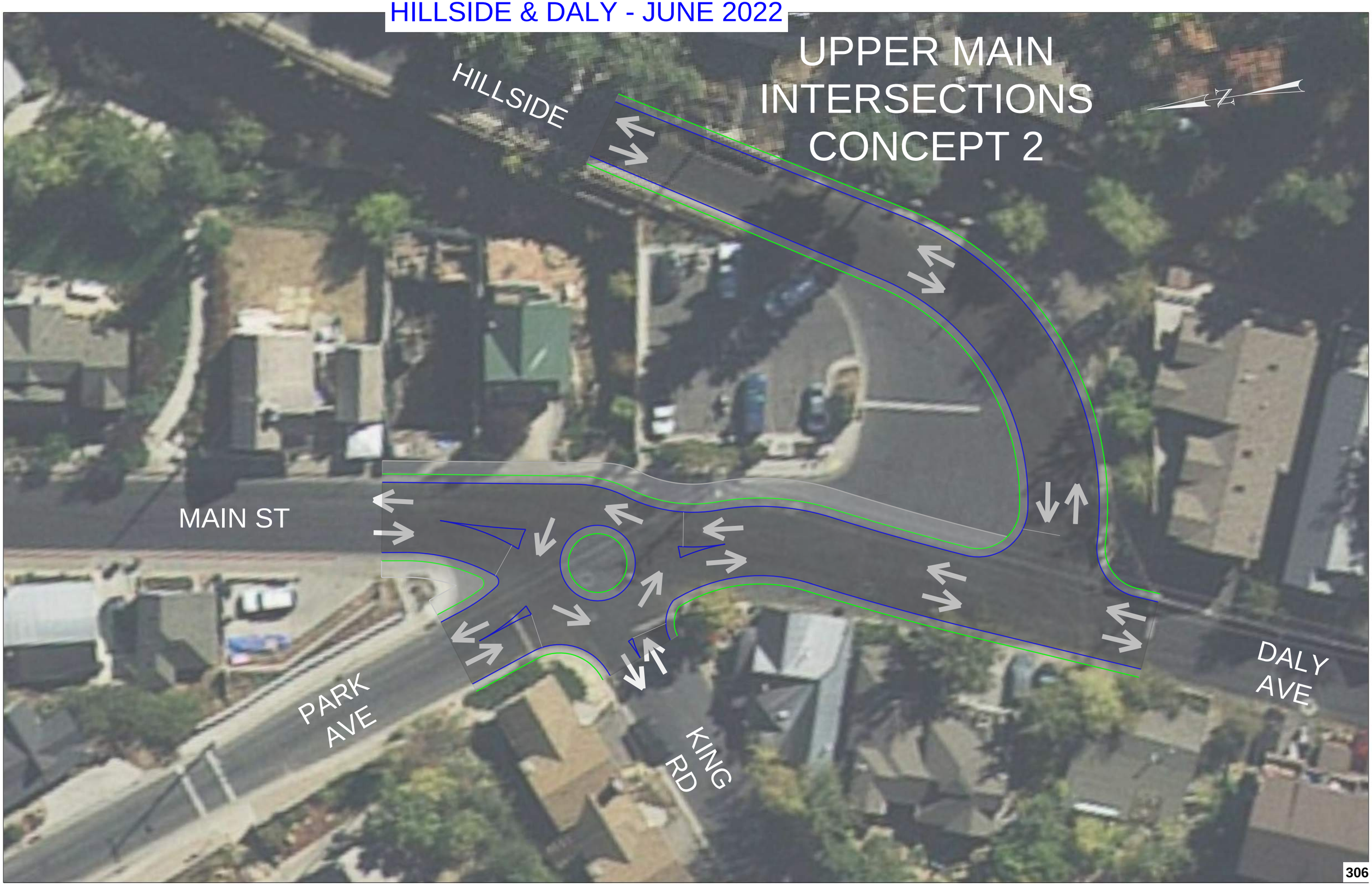
HILLSIDE & DALY - NOVEMBER 2021



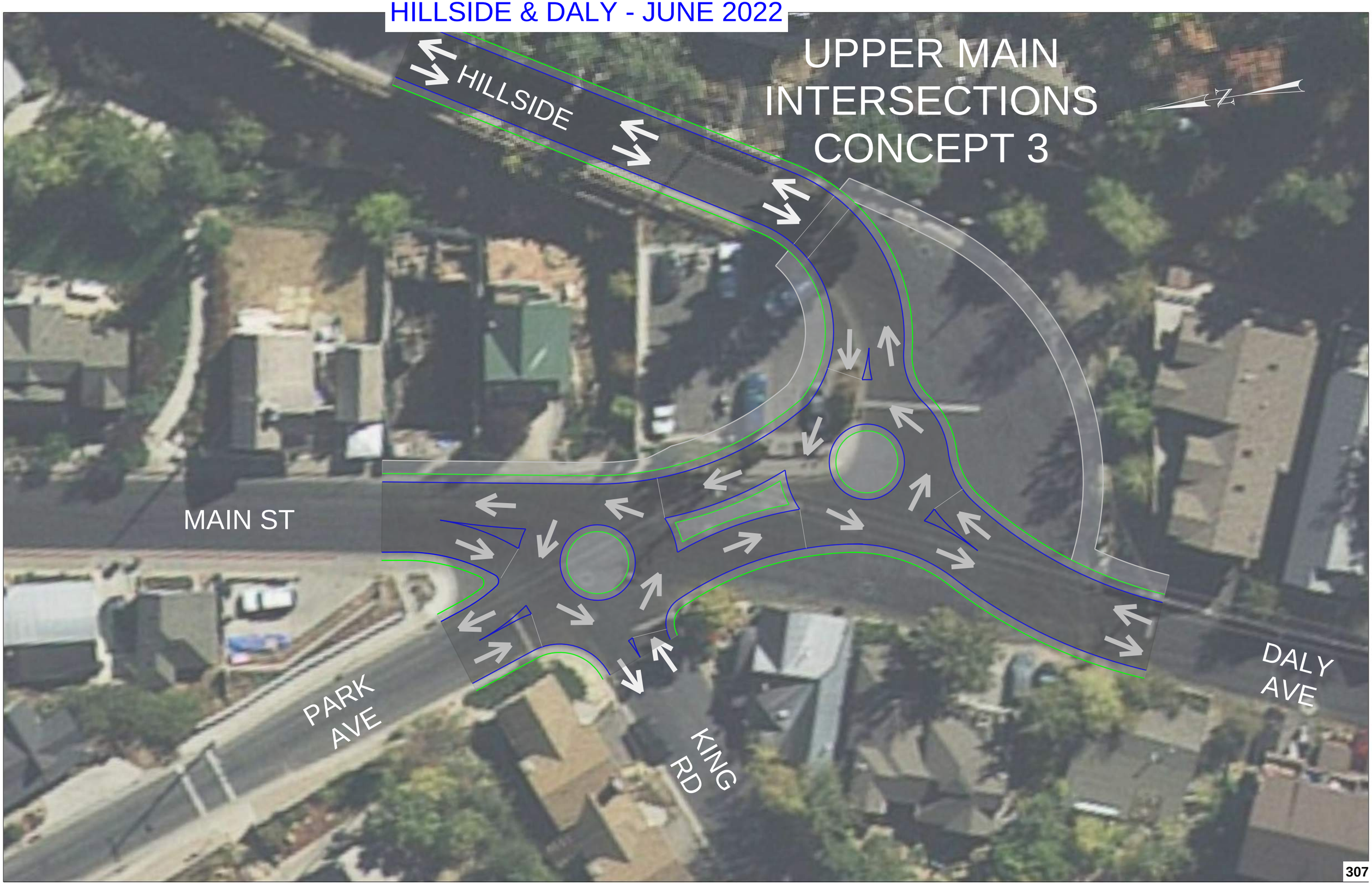
HILLSIDE & DALY - JUNE 2022



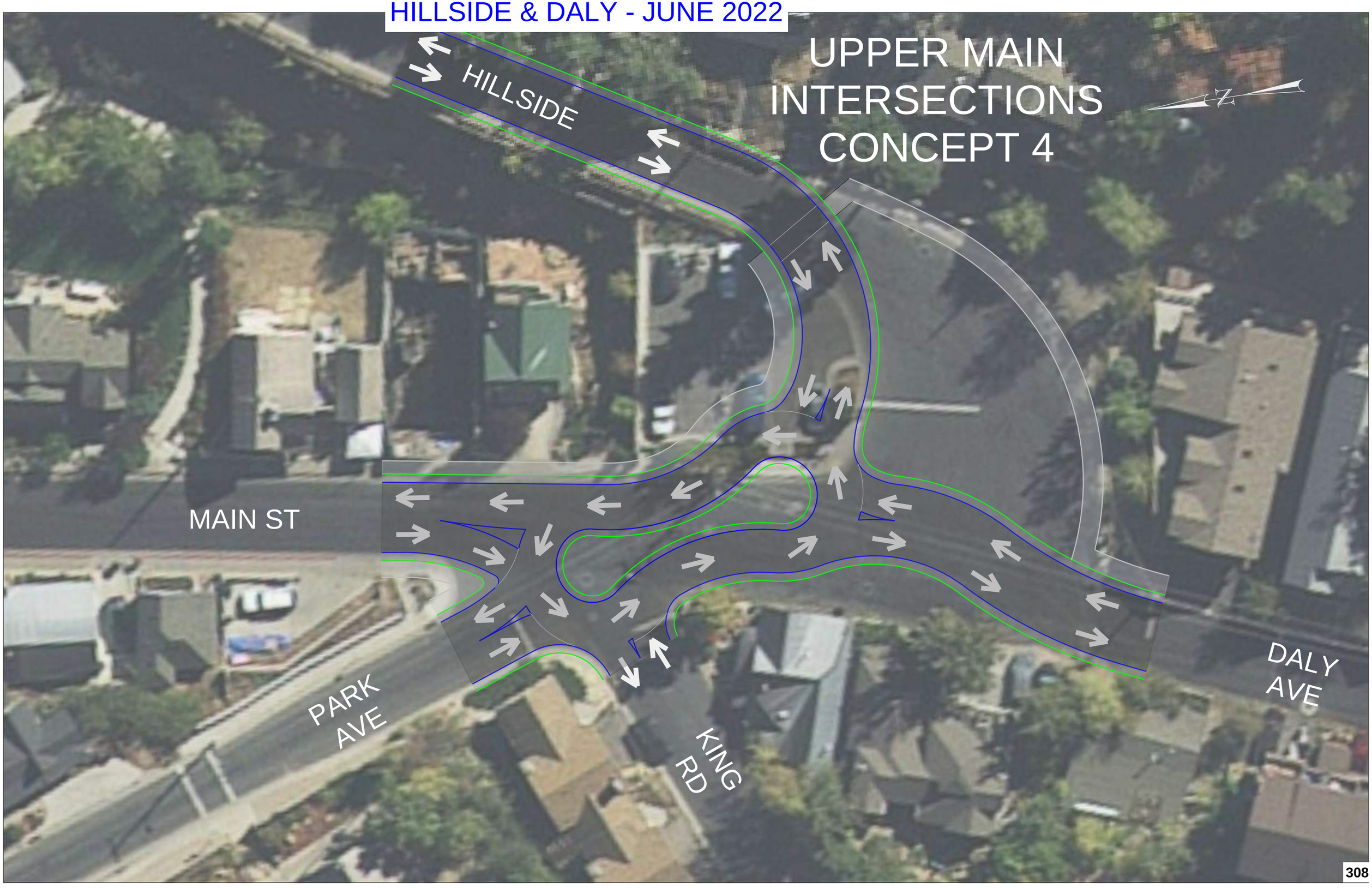
HILLSIDE & DALY - JUNE 2022



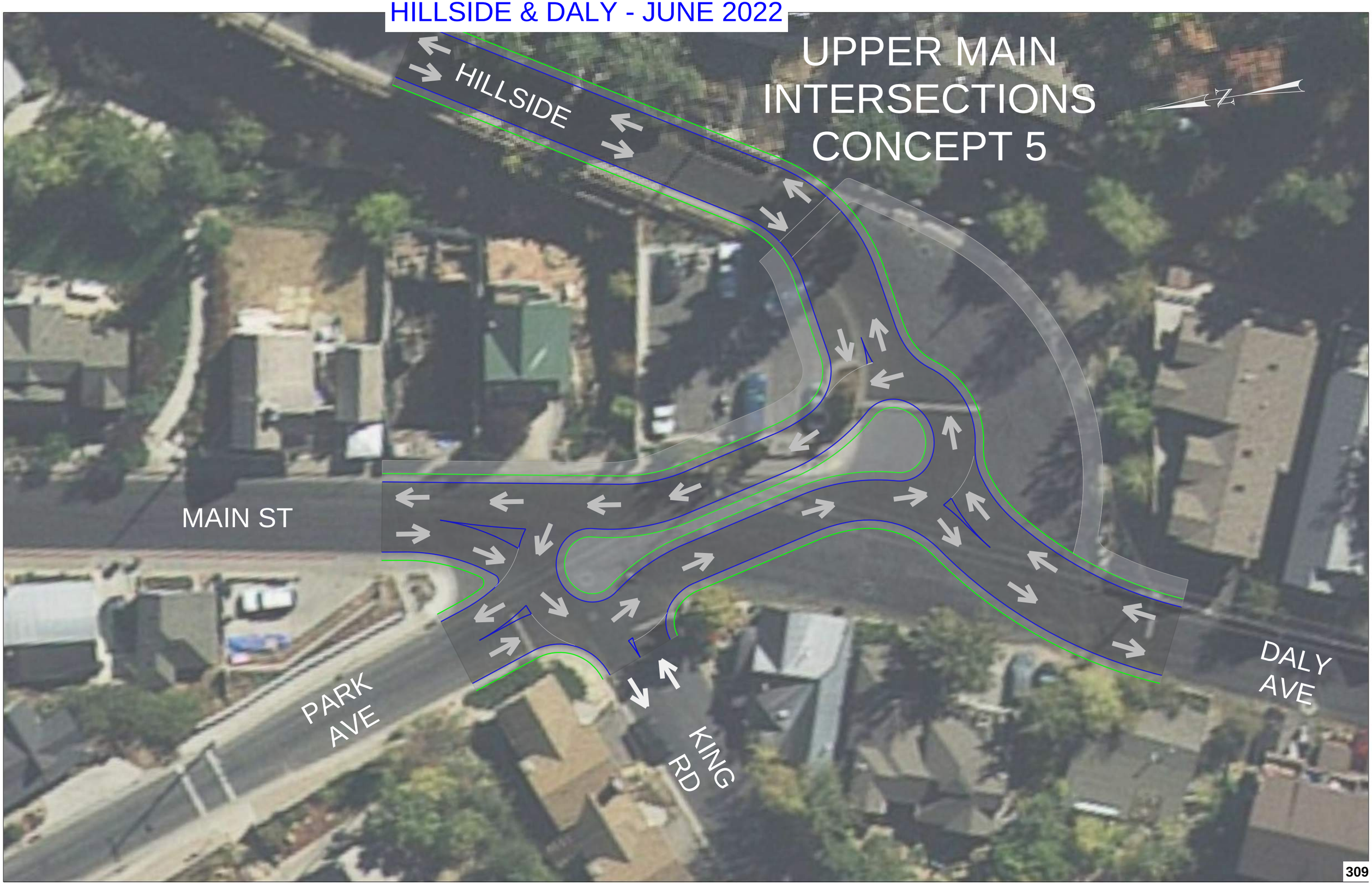
HILLSIDE & DALY - JUNE 2022



HILLSIDE & DALY - JUNE 2022



HILLSIDE & DALY - JUNE 2022



Upper Main South Intersection Concept

Opportunities:

- Separates movements
- Large vehicle turnaround possible through parking lot
- Parking available
- Includes constructing a walking path along Hillside Ave
- Protection of residences will be provided on a case-by-case basis using appropriate treatments

MAIN STREET BOLLARDS - DESIGN SUGGESTION PROVIDED MAY 2022

MAIN STREET LEVEL ELEVATION CONCEPT - DESIGN SUGGESTION PROVIDED BY RESIDENT MAY 2022

MAIN STREET LEVEL ELEVATION CONCEPT - DESIGN SUGGESTION PROVIDED BY RESIDENT MAY 2022

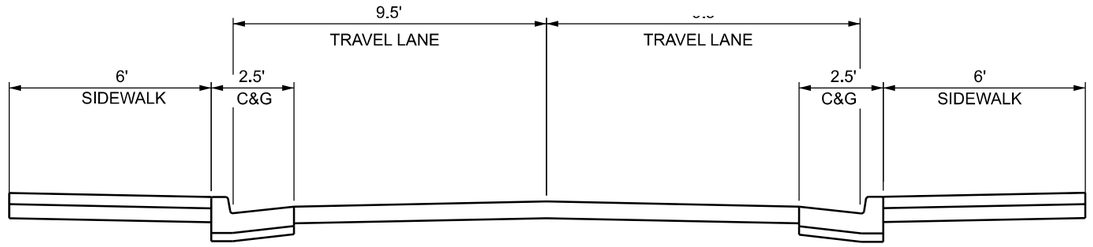
MAIN STREET - JUNE 2022

UPPER MAIN
CONCEPT 1

MAIN STREET - JUNE 2022

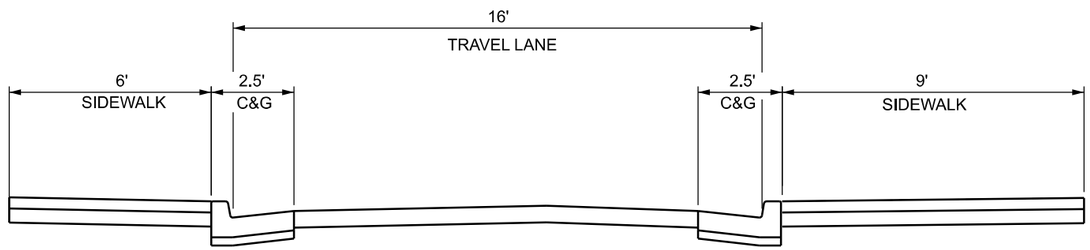
UPPER MAIN CONCEPT 2

MAIN STREET - JUNE 2022



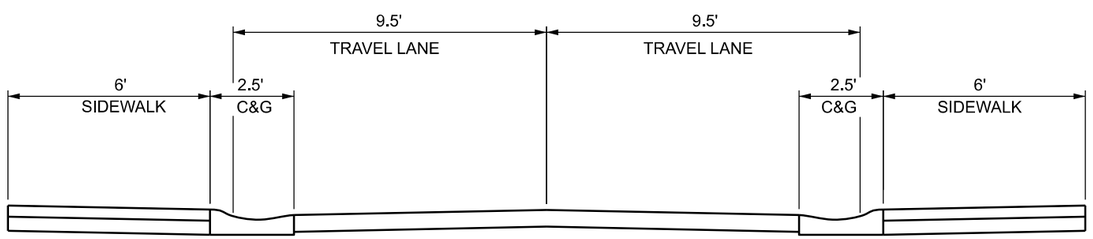
TYPICAL SECTION - 1A

Main St



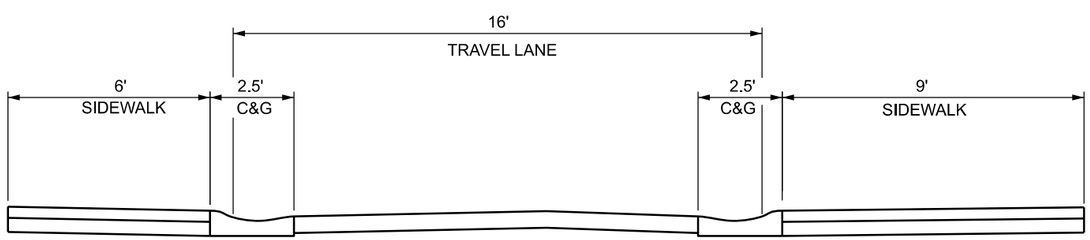
TYPICAL SECTION - 2A

Main St (bullbouts)



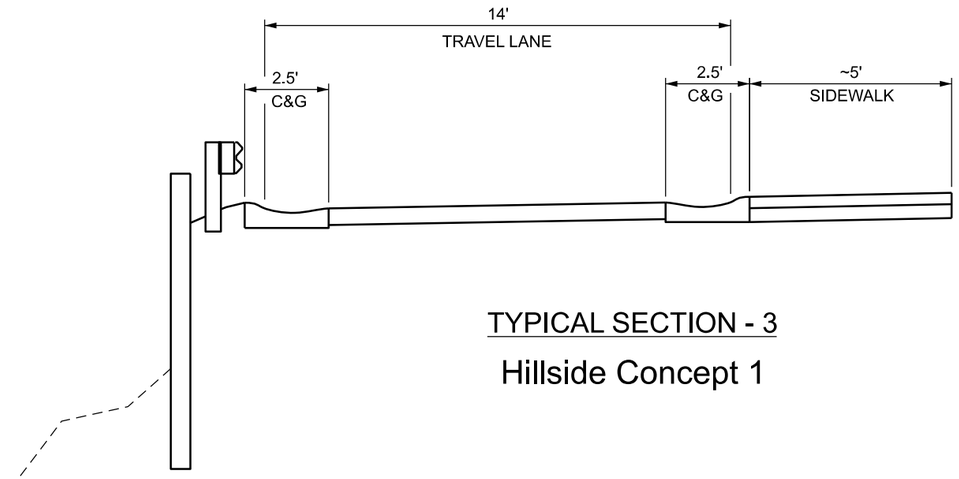
TYPICAL SECTION - 1B

Main St



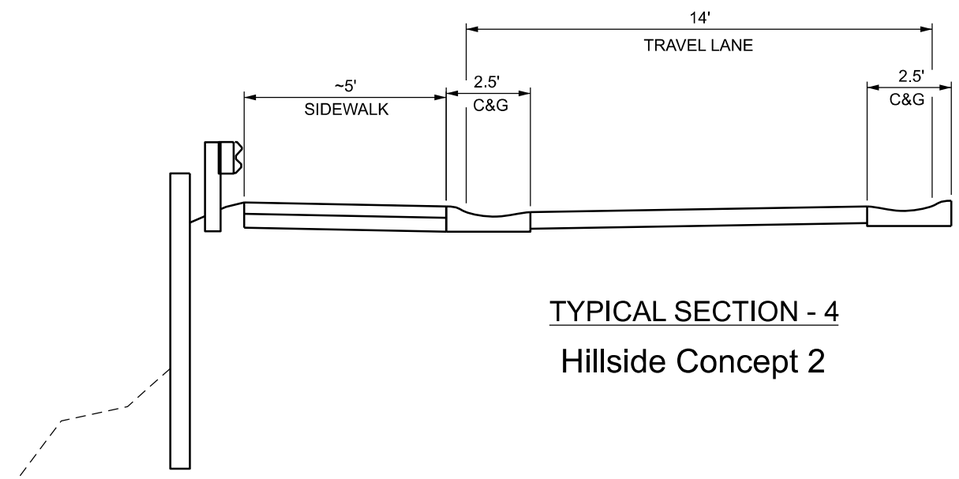
TYPICAL SECTION - 2B

Main St (bullbouts)



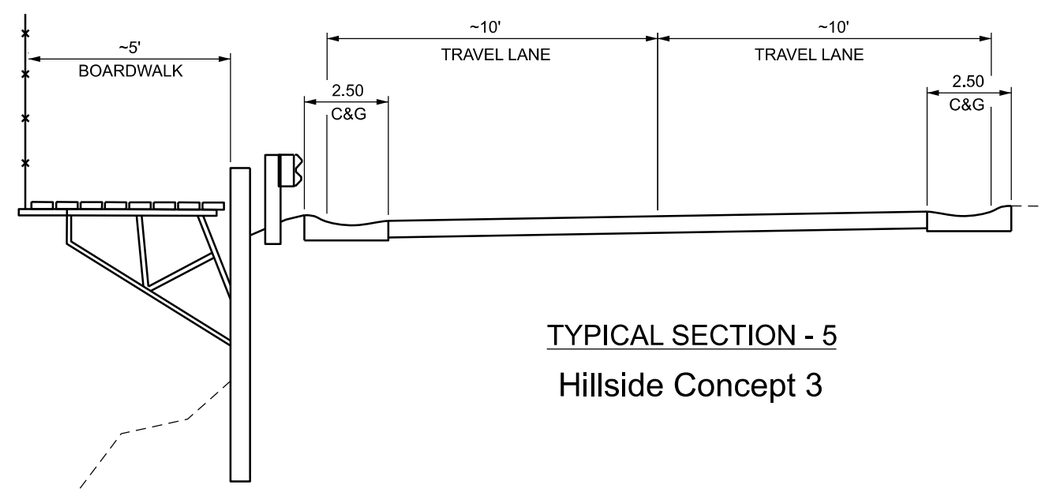
TYPICAL SECTION - 3

Hillside Concept 1



TYPICAL SECTION - 4

Hillside Concept 2



TYPICAL SECTION - 5

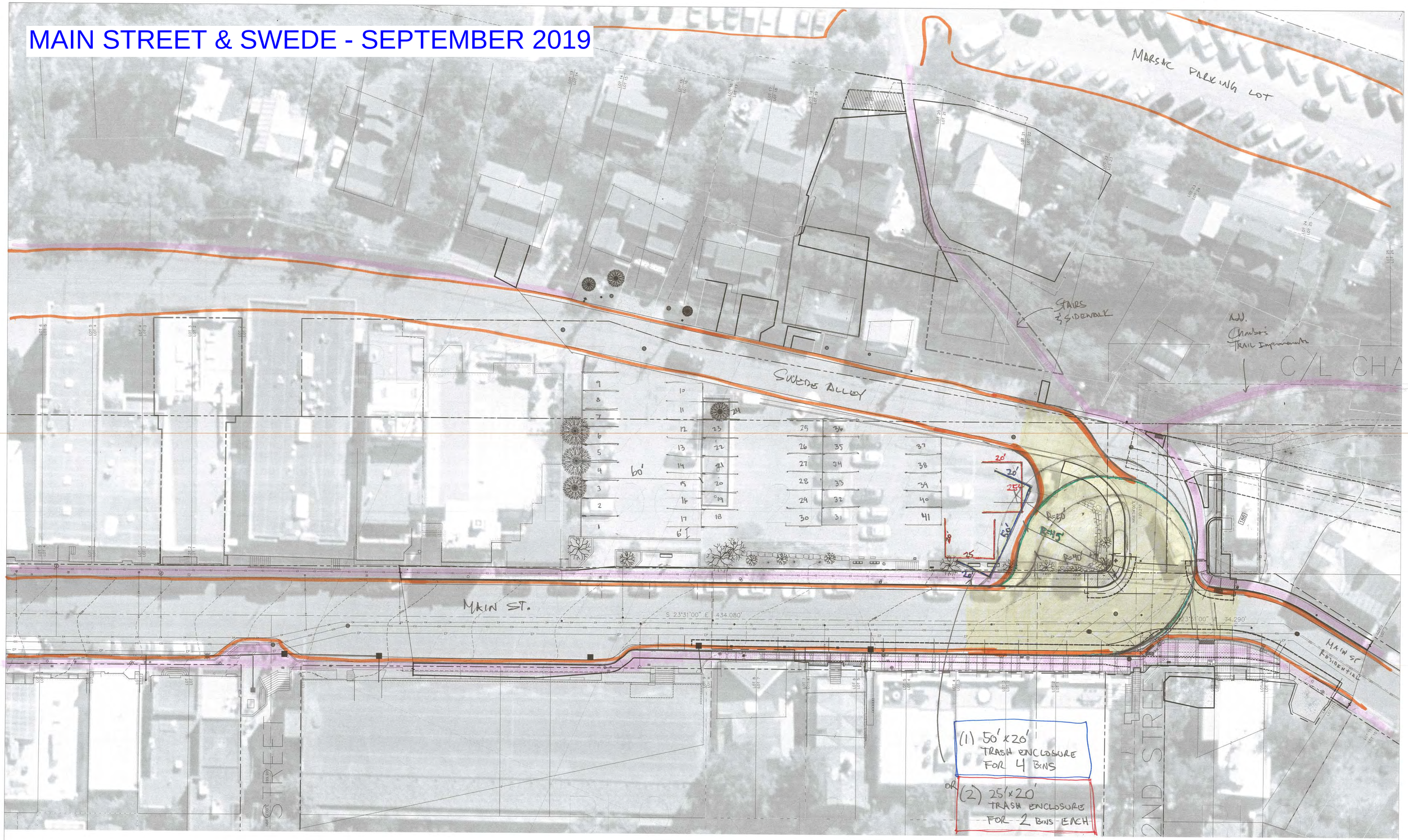
Hillside Concept 3

Upper Main Concept

Opportunities:

- Yields traffic heading towards commercial area
- Calms Traffic
- Provides wider sidewalk

MAIN STREET & SWEDE - SEPTEMBER 2019



20' 0 20' 40'

Alliance Engineering, Inc.
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
STEVE MILLER

DATE: 9/24/19

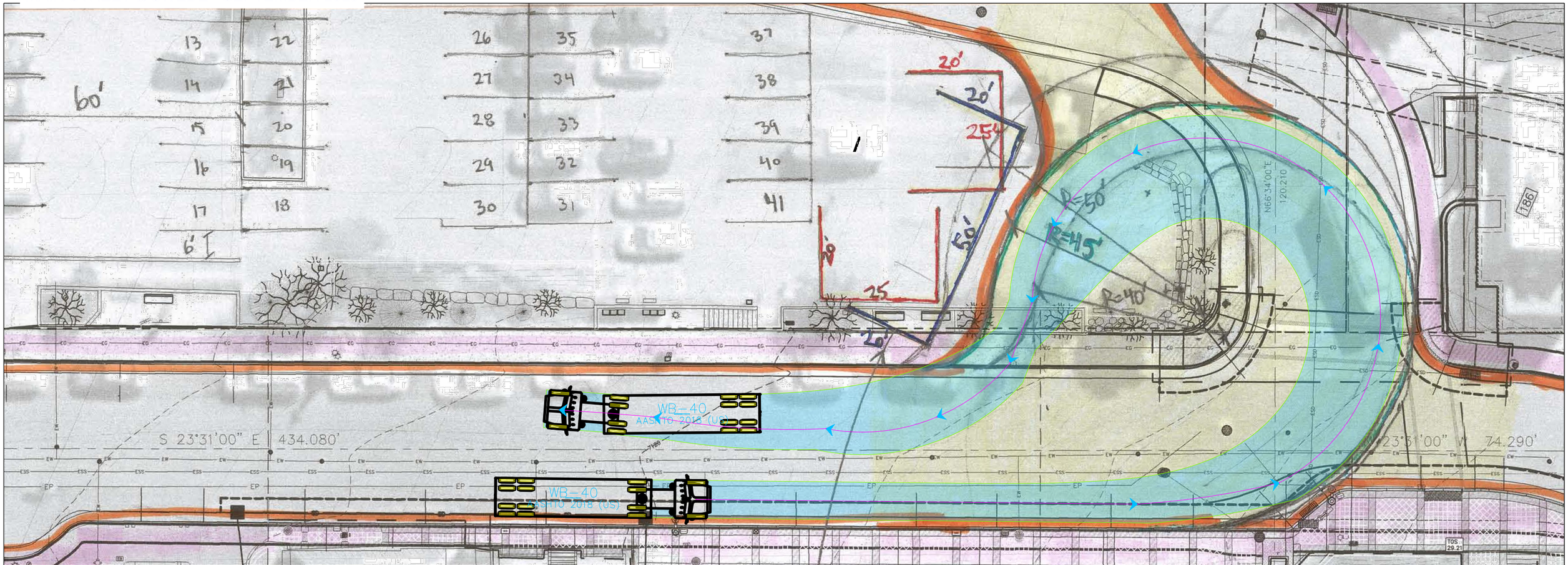
SWEDE ALLEY CIRCULATION

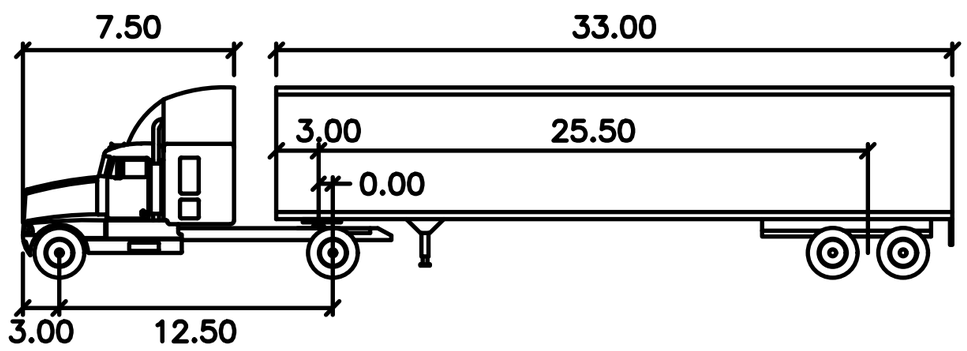
FOR:
JOB NO.:
FILE: X:\ParkCitySurvey\dwg\Main St 2012\2019 Phase 6\Swede Alley.dwg

SHEET 4 OF 4

projects/Historic Trail/

MAIN STREET & SWEDE - SEPTEMBER 2019

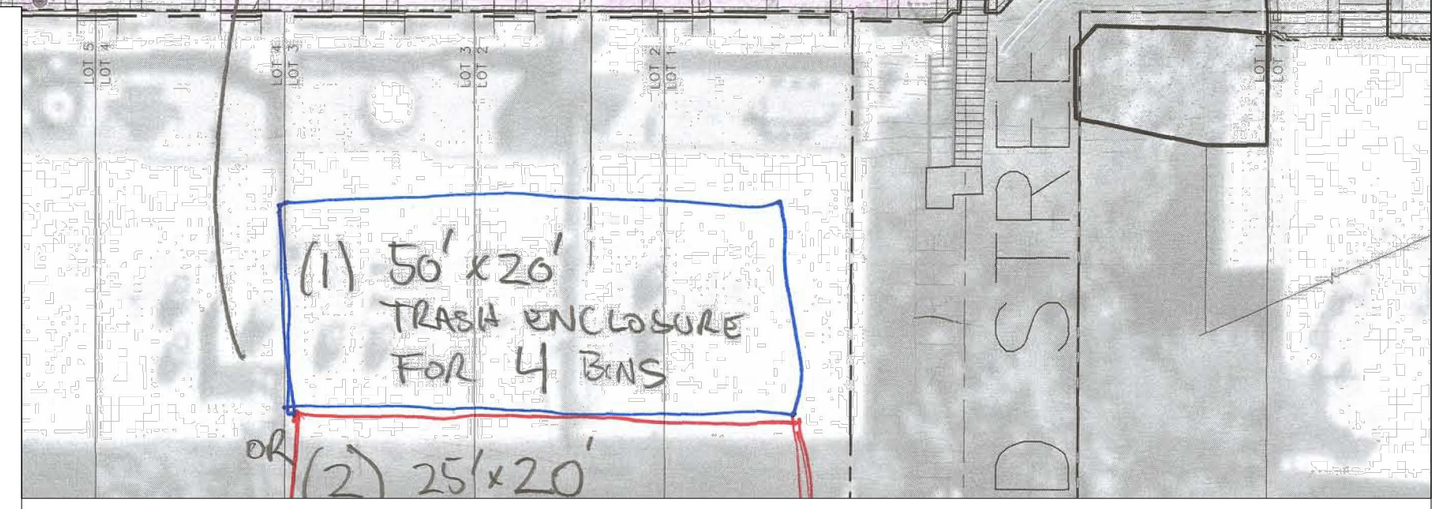




WB-40

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.00	Steering Angle	: 20.3
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.00		

SCALE: 1" = 10'



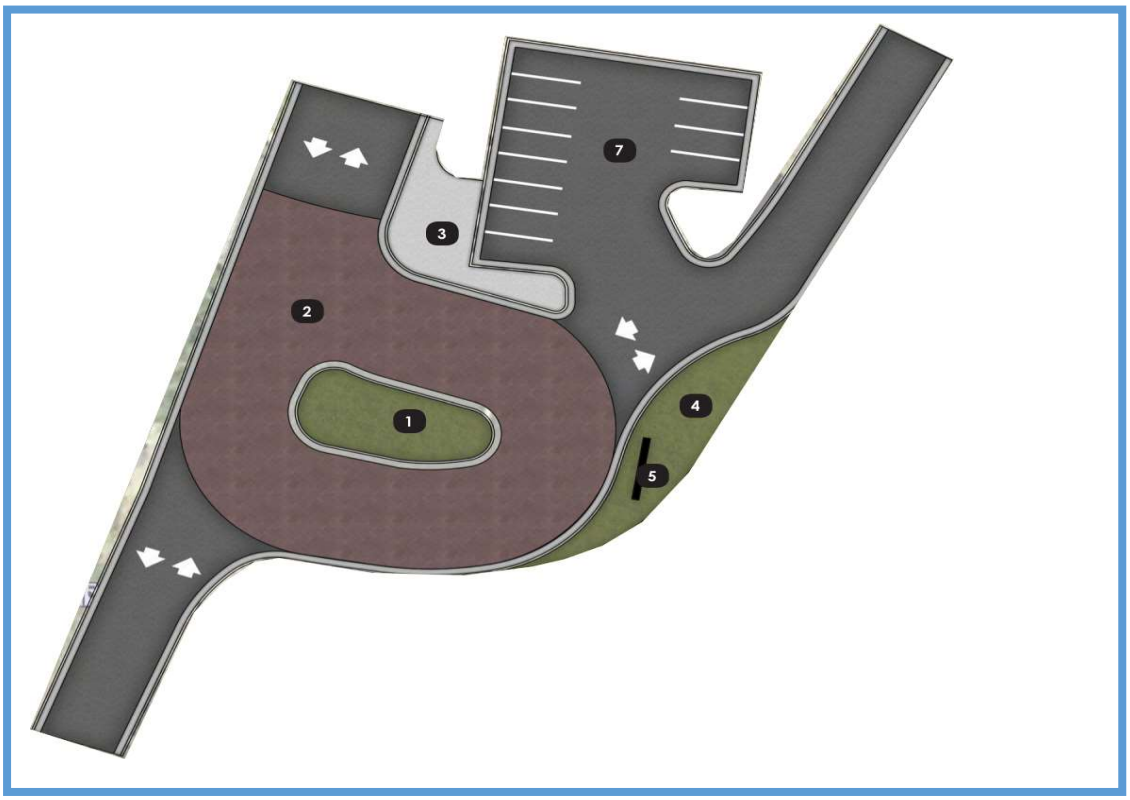
SCALE: 1" = 20'

Date: 10/3/19
Project No.: 15-9-19
X:\ParkCitySurvey\dwg\Main St 2012\2019 Phase 6\Swede Alley.dwg

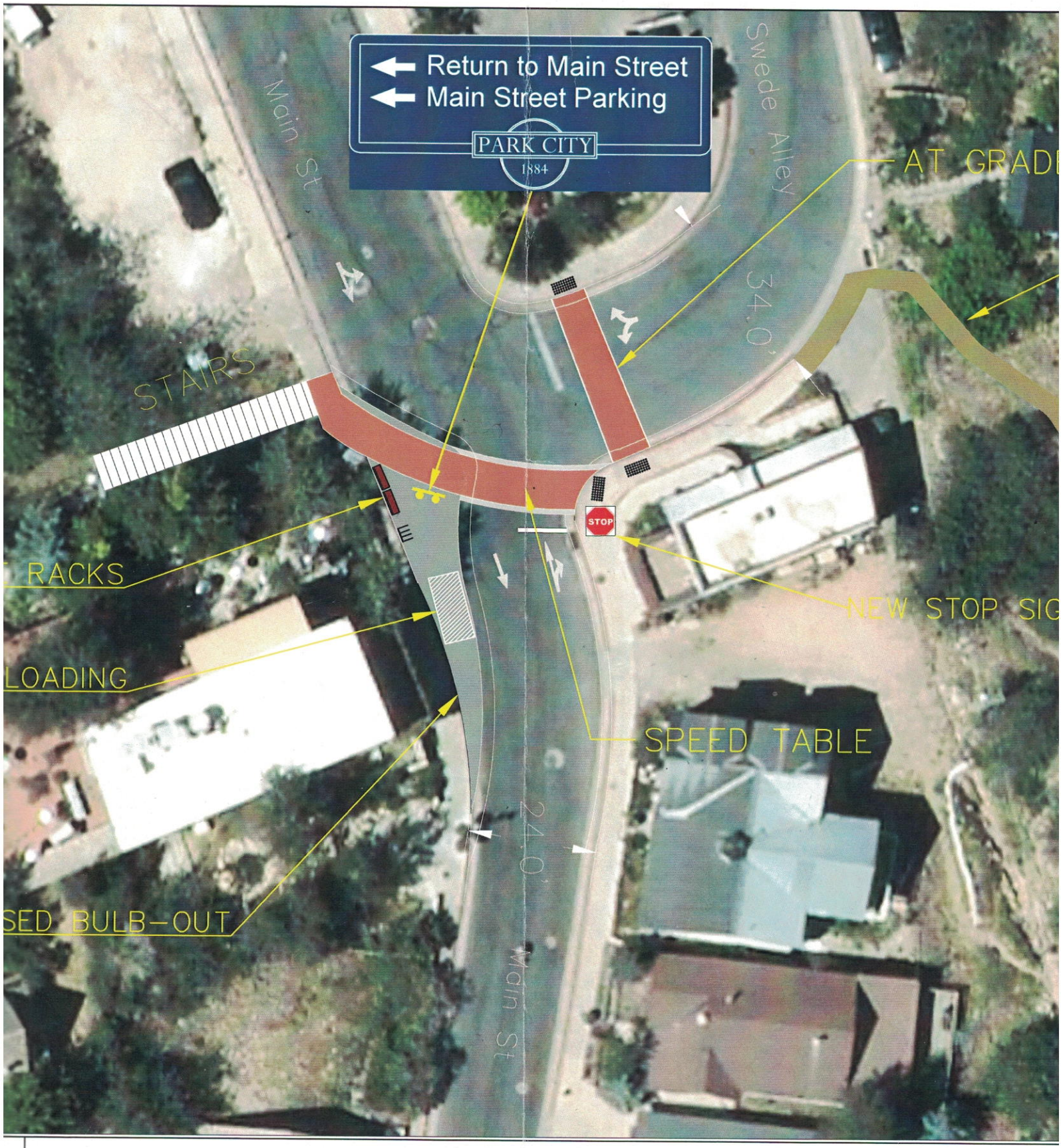
Alliance Engineering Inc.
(435) 649-9467-PHONE
(435) 649-9475-FAX
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

ORIGINAL CONCEPT FOR ROUNDABOUT AT HILLSIDE & DALY

REJECTED BY COUNCIL AND RESIDENTS



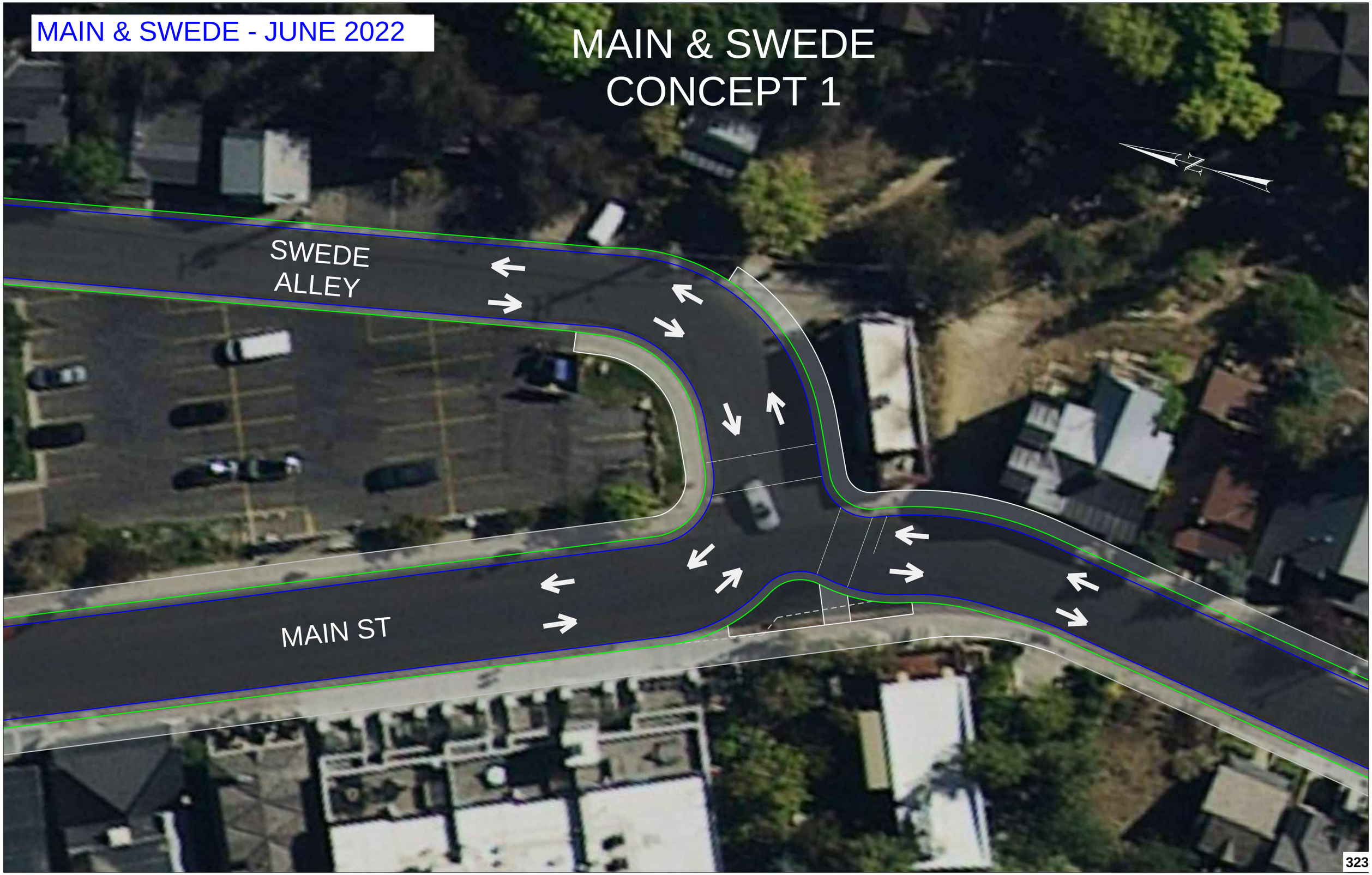
BETTER AT MAIN/SWEDE?

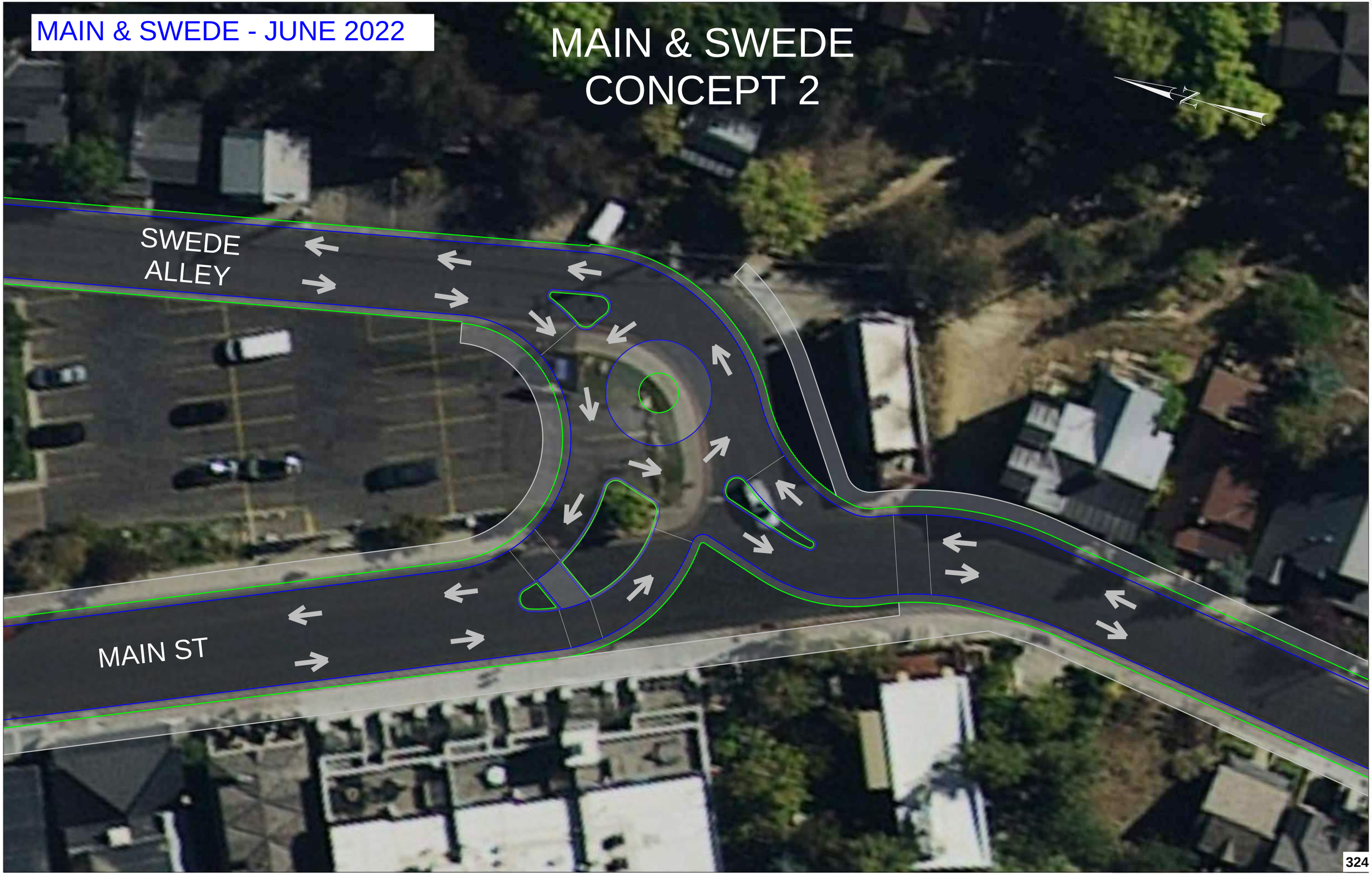


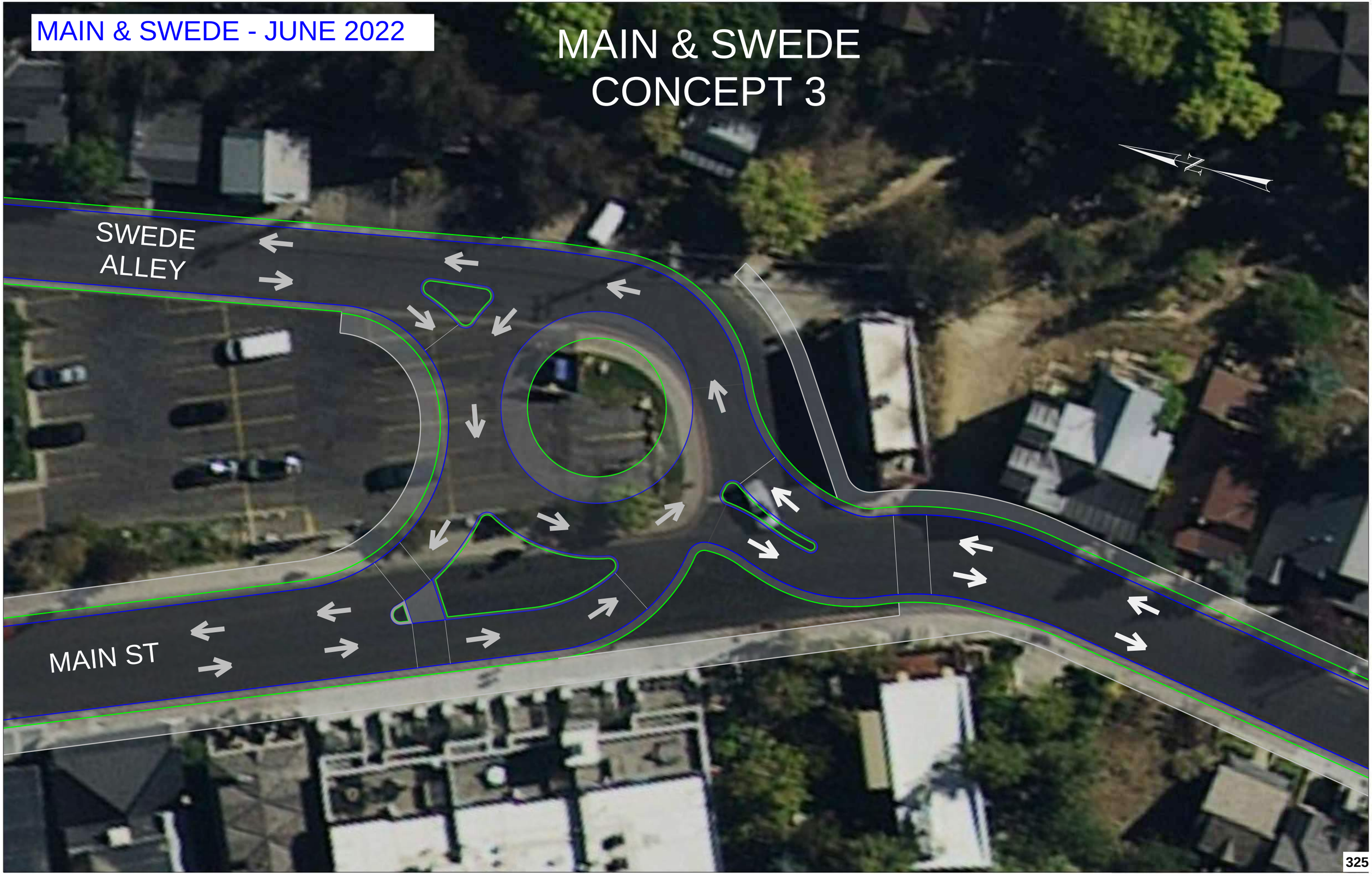
Park City Main Street & Hillside Mitigations

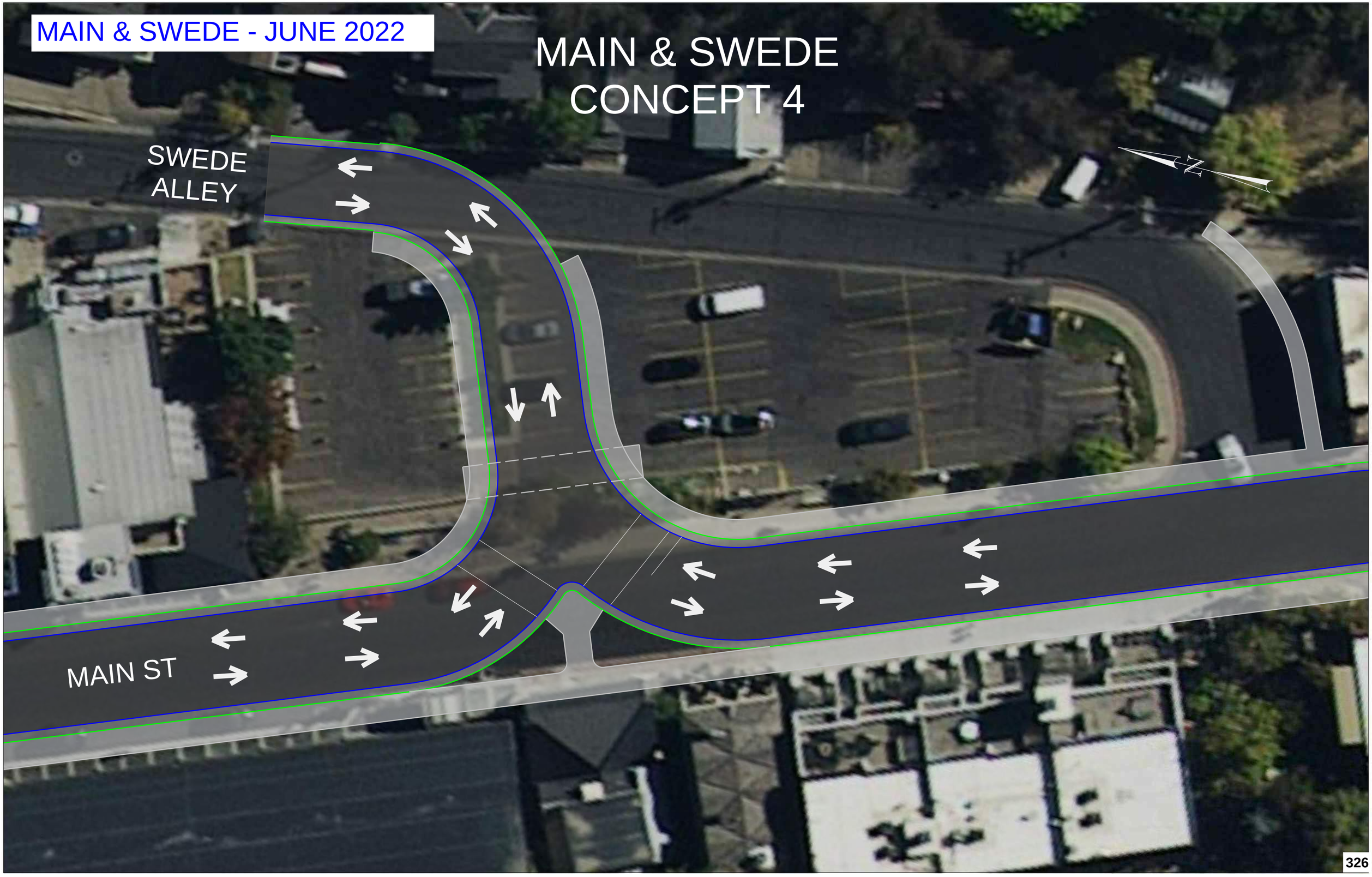
Tier 1: Bulb-Out at South Main Street

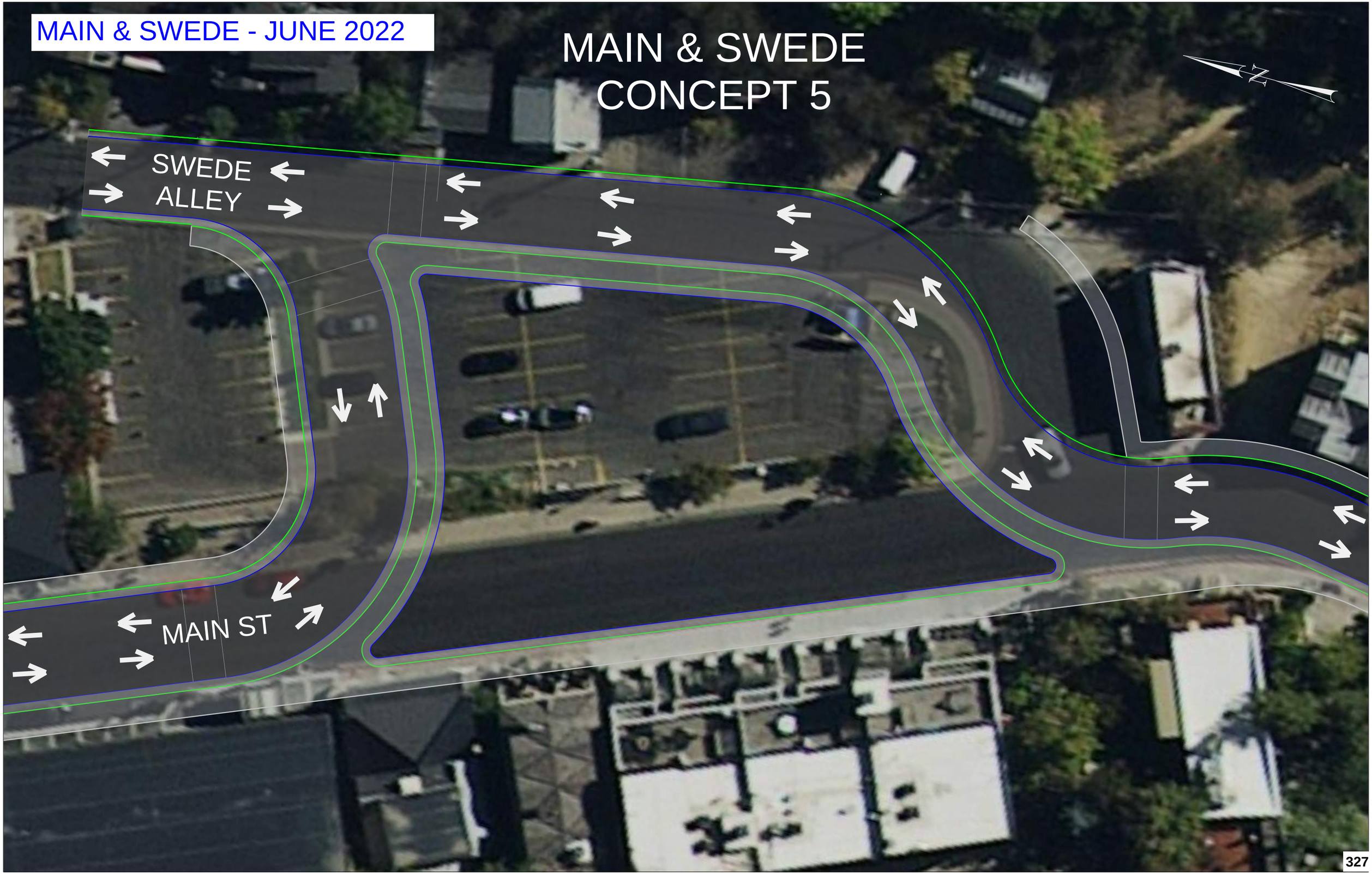
MAIN & SWEDE PLAZA - DESIGN SUGGESTION PROVIDED BY RESIDENT MAY 2022


MAIN & SWEDE - JUNE 2022
MAIN & SWEDE
CONCEPT 1
SWEDE
ALLEY
MAIN ST
N


MAIN & SWEDE - JUNE 2022
MAIN & SWEDE
CONCEPT 2
SWEDE
ALLEY
MAIN ST


MAIN & SWEDE - JUNE 2022
MAIN & SWEDE
CONCEPT 3
SWEDE
ALLEY
MAIN ST
N


MAIN & SWEDE - JUNE 2022
MAIN & SWEDE
CONCEPT 4
SWEDE
ALLEY
MAIN ST
N


MAIN & SWEDE - JUNE 2022
MAIN & SWEDE
CONCEPT 5
SWEDE
ALLEY
MAIN ST

Swede and Main Roundabout Concept

UNLIKELY IMMEDIATE SOLUTION

Challenges:

- Impact to parking
- Required policy discussions
- Take a substantial amount of time to get to construction
- Cost in comparison to other options

Curb Realignment Concept

Opportunities:

- Continues current traffic flow
- Creates visual deterrent into neighborhood with curb

Challenges

- Provides the least separation between residential and commercial areas.
- Impacts businesses access
- Easy to implement

One Way Access Concept

Opportunities:

- Separates business and commercial areas
- Free flow traffic from Main St to Swede

Challenges

- Impacts business access
- Restricts access into the neighborhood
- Safety concerns with potential wrong way traffic

South Separation Concept

Opportunities:

- Closure of main will increase traffic on alternate routes
- Provides access to business
- Provides definitive separation of commercial and residential areas
- Could use visual symbols for separation (monument, etc.)

Challenges

- Alternate access may be required for neighborhood
- Not publicly traversable
- No vehicle turnaround is possible - warning signs required at Park Ave and Daly Ave intersection

Large Plaza without T-Turnaround Concept

Opportunities:

- Separates commercial and residential areas
- Could provide a gathering space for events
- Distinguishes different feel for the area – could be traversable with closures for events, etc.

Challenges:

- No truck turn around
- Alternate access may be required for neighborhood and business -increased traffic on alternate routes when closed
- Parking for business
- May impact residence driveway
- No vehicle turnaround is possible when closed - warning signs required at Park Ave and Daly Ave intersection

MAIN & SWEDE - AUGUST 2022

Plaza with T-Turnaround Concept

Opportunities:

- Separates commercial and residential areas
- Could provide a gathering space for events
- Distinguishes different feel for the area – could be traversable with closures for events, etc.

Challenges:

- No truck turn around
- Alternate access may be required for neighborhood and business -increased traffic on alternate routes when closed
- Parking for business - may require ROW
- No vehicle turnaround is possible when closed - warning signs required at Park Ave and Daly Ave intersection

A. NON PHYSICAL DEVICES

Non-physical devices include any measure that does not require physical changes to the roadway. They are intended to increase drivers' awareness of surroundings and influence driver behavior without physical devices. Because these devices are not self-enforcing, they have limited effectiveness as stand-alone devices and should supplement physical devices.

TREATMENT

SPEED TRAILER

APPROXIMATE COST $10,000 - 15,000

ADVANTAGES
- Relatively low cost
- Quick implementation/immediate feedback
- Does not require officer to be present
- Can be moved to different locations
- Data can be recorded

DISADVANTAGES
- Effectiveness may be temporary

Portable speed trailers visually display drivers' real-time speeds compared to the speed limit. This device serves as an educational tool, as it allows both the driver and other people using the street to observe the actual speeds at which vehicles are traveling. This encourages the driver to adjust their speed in accordance with the speed limit. Speed trailers are not substitutes for permanent actions. If the technology allows it, the agency can use innovative strategies that give positive reinforcement for adhering to the speed limit. Scotland's automated speed signs show drivers who travel the speed limit a smiley face and message such as "thanks for driving safely."

CENTERLINE/EDGELINE LANE STRIPING

APPROXIMATE COST $2-3 / linear foot

ADVANTAGES
- Inexpensive
- Can be used to create bicycle lanes or delineate on-street parking
- Does not slow emergency vehicles

DISADVANTAGES
- Has not been shown to significantly reduce travel speeds
- Requires regular maintenance

Lane striping can be used to create formal bicycle lanes, parking lanes, or edge lines. As a traffic management measure, they are used to narrow the travel lanes for vehicles.

A. NON PHYSICAL DEVICES (CONT'D)

TREATMENT

SPEED FEEDBACK SIGN

APPROXIMATE COST $7,000 - 15,000

ADVANTAGES
- Real-time speed feedback
- Does not physically slow emergency vehicles or buses
- Permanent installation
- Speed and count data can be recorded
- Often solar powered

DISADVANTAGES
- Effectiveness may be temporary
- May require power source or stop working if solar power is insufficient
- Only effective for one direction of travel
- Subject to vandalism

Speed feedback signs measure each approaching vehicle's speed. Real-time speeds are relayed to drivers and flash when speeds exceed the limit. Speed feedback signs are typically mounted on or near speed limit signs and are most common in school zones.

SIGNAGE

APPROXIMATE COST $100 - 750 / sign

ADVANTAGES
- Truck restrictions can reduce through truck traffic
- Turn restrictions can reduce cut-through traffic at specific time of day
- Does not slow emergency vehicles or buses
- Can increase safety at an intersection by prohibiting certain turning movements
- Low cost

DISADVANTAGES
- Turn restrictions require enforcement during time of restriction to be effective
- May divert a traffic problem to another street

Signage that can be used as a traffic management measure include truck restriction signs and signs, and general turn restrictions. Turn-movement restrictions involve the use of signs to prevent undesired turning movements without the use of physical devices. The restrictions may generally apply to turning movements in or out of a residential street to a larger street. The turn-movement restrictions may be permanent or only during peak commute hours.

A. NON PHYSICAL DEVICES (CONT'D)

TREATMENT

EDUCATION

APPROXIMATE COST Varies

ADVANTAGES
- Relatively inexpensive
- Can be implemented incrementally over time

DISADVANTAGES
- Staff time required to maintain these resources

A variety of education strategies can be used to educate people on the safety risks associated with speeding. Changing driver behavior and attitudes will require increased public safety education. The following strategies can be employed by agencies as funding and Staff resources allow: Brochure - describe the Traffic Calming Program and process. Traffic Safety newsletter (jurisdiction-wide and/or neighborhood specific) – provide information on volumes, speeds, speeding fines (particularly in school zones), and average speeds; describe traffic concerns and recommendations; provide reminders of traffic laws and traffic safety tips for all modes. Website – have a designated page on the agency's website to provide information on the Traffic Calming Program and the same information recommended for the newsletter. Speed yard signs – implement a public safety education campaign targeting safe speeds. Make yard signs available to the public for free. They should be brightly colored and include phrases like, "Look out for each other," "Keep kids safe," and "SLOW DOWN. Drive like you live here."

B. SPEED CONTROL DEVICES:

HORIZONTAL DEVICES

Horizontal deflection devices use raised islands to eliminate straight-line paths along roadways and through intersections.

TREATMENT

TRAFFIC CIRCLE

APPROXIMATE COST $15,000 - 50,000

ADVANTAGES

- Very effective in moderating speeds and improving safety
- Can have positive aesthetic value

DISADVANTAGES

- If not designed properly, difficult for emergency vehicles or large trucks to travel around
- Must be designed so that the circulating traffic does not encroach on crosswalks
- Potential loss of on-street parking

Traffic circles are raised islands, placed in intersections, around which traffic circulates. Stop signs or yield signs can be used as traffic controls at the approaches of the traffic circle. Circles prevent drivers from speeding through intersections by impeding the straight-through movement and forcing drivers to slow down to yield. Depending upon the size of the intersection and circle, trucks may be permitted to turn left in front of the circle, and the agency can use mountable curbs if turn radii are a concern for emergency vehicles and/or trucks.

ROUNDABOUT

APPROXIMATE COST $150,000+

ADVANTAGES

- Enhanced safety compared to a traffic signal or stop sign
- Minimizes queuing at approaches to the intersection
- Less expensive to operate than traffic signals
- Can have positive aesthetic value
- Shorter pedestrian crossing distance

DISADVANTAGES

- May require major reconstruction of an existing intersection
- Loss of on-street parking
- Continuous flow of traffic limits opportunity for pedestrians to cross (compared to signal)
- May present additional obstacles to visually impared pedestrians

Like traffic circles, roundabouts require traffic to circulate counterclockwise around a center island. But unlike circles, roundabouts are used on higher volume streets to allocate right-of-way among competing movements. They are found primarily on collector streets, often substituting for traffic signals. They are larger than neighborhood traffic circles, have raised splitter islands to channel approaching traffic to the right, and do not have stop signs. Due to large amount of required right-of-way and construction costs, roundabouts may be most appropriate for new developments or redevelopment areas.

B. HORIZONTAL DEVICES (CONT'D)

TREATMENT

MEDIANS WITH HORIZONTAL DEFLECTION

APPROXIMATE COST $10,000 - 15,000

ADVANTAGES
- Effective in moderating speeds and improving safety
- Where pedestrian crossing activity is expected, can provide two-stage crossing opportunities
- Can have positive aesthetic value

DISADVANTAGES
- Can increase potential for fixed object collisions
- Potential loss of on-street parking

Medians are raised islands placed in the middle of the roadway around which traffic circulates. Medians do not always have horizontal deflection. To meet this definition, a median must extend into the travel lane to eliminate the straight-line path and force drivers to slow down to navigate around the measure.

SLOW TURN WEDGES

APPROXIMATE COST $1,000 - 3,000

ADVANTAGES
- Effective in reducing speeds and conflicts with pedestrians/bicyclists
- Discourages drivers from cutting corners and encourages following the proper path when making left turns
- Low cost

DISADVANTAGES
- Potentially limited to one-way streets
- Less durable than raised concrete islands

Slow turn wedges use markings and flexible plastic posts to buffer pedestrians from traffic and shrink the area where they could get hit by a car.

B1 SPEED CONTROL DEVICES:
NARROWING DEVICES

Narrowing devices use raised islands, curb extensions, and other treatments to narrow the travel lane for motorists. They are not as effective as vertical or horizontal devices, but can still provide traffic calming.

TREATMENT

BULB-OUT/CURB EXTENSION

APPROXIMATE COST $20,000 - 100,000

ADVANTAGES
- Reduces pedestrian crossing distance and exposure to vehicles
- Through and left-turn movements are easily negotiable by large vehicles
- Creates protected on-street parking bays
- Reduces speeds (especially right-turning vehicles)

DISADVANTAGES
- Effectiveness is limited by the absence of deflection
- May slow right-turning emergency vehicles
- Potential loss of on-street parking

Bulb-outs and curb extensions extend the sidewalk or pedestrian space to narrow the roadway. Their effectiveness in calming traffic is limited by the absence of vertical or horizontal deflection, but they can still be beneficial. Bulbouts can make intersections more pedestrian friendly by shortening the crossing distance and decreasing the curb radii, thus reducing turning vehicle speeds. Both of these effects increase pedestrian comfort and safety at the intersection.

TREATMENT

CHOKER

APPROXIMATE COST $20,000 - 60,000

ADVANTAGES
- Easily negotiable by emergency vehicles and buses
- Can have positive aesthetic value
- Reduces speeds

DISADVANTAGES
- Effect on vehicle speeds is limited by the absence of vertical or horizontal deflection
- May require bicyclists to briefly merge with vehicular traffic
- Loss of on-street parking
- Build-up of debris in gutter

Chokers are curb extensions at midblock that narrow a street. Chokers leave the street cross section with two lanes that are narrower than the normal cross section. Their effectiveness in calming traffic is limited by the absence of vertical or horizontal deflection, but they can still be beneficial.

B1 SPEED CONTROL DEVICES:
NARROWING DEVICES (CONT'D)

TREATMENT

PEDESTRIAN REFUGE ISLAND

APPROXIMATE COST $10,000 - 20,000

ADVANTAGES
- Can increase pedestrian safety
- Can have positive aesthetic value
- Reduces speeds

DISADVANTAGES
- Effect on vehicle speeds is limited by the absence of vertical or horizontal deflection
- Potential loss of on-street parking

Medians are raised islands placed in the middle of the roadway around which traffic circulates. Medians without horizontal deflection do not extend into the travel lane, maintaining a straight-line path for drivers. While they are not as effective as medians with horizontal deflection, they can still be beneficial. They can act as pedestrian refuges, increasing pedestrian safety, and provide aesthetic benefits.

TOOLS

Ped Refuge Island

Traffic Circle

Roundabout

Bulb Out

Centerline/Edgeline Lane Striping

Education

Speed Feedback Sign

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Human Resources
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Adopt Resolution 25-2022, a Resolution Adopting the Revised Personnel Policies and Procedures Manual, Effective January 1, 2023, for Park City Municipal Corporation
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Vacation Leave Staff Report
Exhibit A: Vacation Policy
Exhibit B: Vacation Policy Resolution

City Council Staff Report

Subject: FY23 Personnel and Administrative Policy Change - Vacation
Authors: Sarah Mangano
Department: Human Resources
Date: December 8, 2022
Type of Item: Legislative

Summary Recommendation:

Review and consider updating Park City Municipal's employee vacation policy.

Executive Summary:

The proposed employee vacation policy updates our policy to be competitive in today's professional work environment. As a result of recent hiring and onboarding discussions, Human Resources analyzed similar municipalities and private sector companies to design a renovated vacation policy that reflects best practices.

The recommendation aligns with the calendar year. Approval before January 2023 will allow PCMC's employee payroll and benefits systems to calculate vacation accruals and minimize potential errors.

Analysis:

Competitive benefits are a key component of PCMC's employee value proposition to ensure the retention and recruitment of high-caliber public sector employees. The new policy includes a specific component to incorporate prior professional experience. In the past, tenured candidates either negotiated more vacation into individual employment offers or declined based on limited vacation accruals. The new policy allows for consistency in hiring senior candidates and provides predictable standards for human resource administration.

The prior vacation chart allowed for the following vacation earnings and accruals:

Total Years of Service	Hours Earned Per Month	Hours Earned Per Year	Days Earned Per Year	Maximum Accrual
Less than 5 years	8 hours	80	10	192
5 years but less than 10 years	10 hours	120	12	240
10 years but less than 15 years	12 hours	144	18	288
15+ years	16 hours	192	24	288

The new recommendations for vacation earnings and accruals:

Total Years of Service	Hours Earned Per Month	Hours Earned Per Year	Days Earned Per Year	Maximum Accrual
Less than 5 years	10 hours	120	15	320
5 years but less than 10 years	12 hours	144	18	320
10 years but less than 15 years	14 hours	168	21	320
15 years but less than 20 years	18 hours	216	27	320
20+ years	20 hours	240	30	320

The new policy aligns with other Utah municipalities, including Salt Lake County, Utah County, South Jordan, Lehi, Sandy, and West Valley. It also competes with several public sector companies. The practice of grandfathering prior years of service into a vacation accrual allows for more competitive recruitment of experienced employees.

Additional employee benefits will come to Council for consideration during the FY24 budget process. This policy is being submitted now due to alignment with the calendar year.

Funding:
This policy is fiscally neutral.

Exhibits:
Attachment A: Updated Vacation Policy

VACATION LEAVE POLICY

PURPOSE

Park City believes in the health benefits of taking time away from work. Research shows time away is linked to improved productivity, lower stress, and better mental health.

POLICY GUIDELINES

Vacation time off begins to accrue on your first day of full-time regular employment. Employees are encouraged to take their vacation in blocks of time whenever possible. Vacation leave must be pre-approved by the employee's Department Manager. The vacation allowance for full-time regular employees is based on the length of service; newly hired employees may be eligible for an accrual rate that aligns with their years of professional experience. See the chart below for accrual rates.

Vacation Time Off Accruals for Full-time Regular Employees

Total Years of Service	Hours Earned Per Month	Hours Earned Per Year	Days Earned Per Year	Maximum Accrual
Less than 5 years	10 hours	120	15	320
5 years but less than 10 years	12 hours	144	18	320
10 years but less than 15 years	14 hours	168	21	320
15 years but less than 20 years	18 hours	216	27	320
20+ years	20 hours	240	30	320

1. REQUESTING VACATION LEAVE
    a. Vacation benefits apply to active full-time regular employees.
    b. An employee may request to use multiple weeks of vacation at a time subject to the Department Manager's approval based on departmental needs and staffing.
    c. Vacation requests should be made in advance. The guideline is for every week of vacation requested, an employee should provide the same number of months in advance notice, *(e.g., for a 2-week vacation, you would request 2 months ahead of time).*
    d. Vacation leave is scheduled by the hour. If an employee on a 10-hour day schedule takes a day of vacation, they will need to use 10 hours of vacation time.
2. VACATION ACCRUALS
    a. Employees may accrue a "bank" of vacation time before reaching a maximum accrual, the maximum accrual for any employee is 320 hours. Once the bank is maxed out an employee may:
        i. Take vacation leave to reduce their bank; hours will be in a "use or lose" state and will no longer accumulate until the bank falls below the maximum accrual of 320 hours.
3. TAKING UNPAID LEAVE
    a. While on unpaid leave, vacation accrual is paused. After returning to the regular work schedule, accruals will restart.
4. VACATION LEAVE HARDSHIP CASH-OUT
    a. Employees may request to cash out up to 50% (fifty percent) of their accrued vacation bank

(1) one time per calendar year; a minimum of 40 hours of vacation is required to remain in their bank.

b. Hardship cash-outs must be for emergencies such as illness or accident, loss of property, or another extraordinary and unforeseen circumstances.
c. Verification of hardship is required.
d. Vacation Hardship Cash-Outs require HR Director Approval
e. Vacation Hardship Cash-outs are subject to taxes and withholdings.

5. LEAVING THE CITY
   a. Upon notice of resignation, an employee's request for vacation will no longer be approved; however, a vacation payout for the remaining balance will be included in the final paycheck if the employee satisfies the required resignation notice requirements pursuant to the Resignation and Discharge policy.
   b. Should an employee be terminated or resign prior to successfully completing the probationary period, they are not entitled to receive a vacation payout.

X _____

City Manager

X _____

HR Manager

Resolution No. 25-2022

A RESOLUTION ADOPTING THE REVISED PERSONNEL POLICIES AND PROCEDURES MANUAL, EFFECTIVE JANUARY 1st 2023 FOR PARK CITY MUNICIPAL CORPORATION

WHEREAS, personnel policies and procedures may be adopted and amended at the discretion of the City Council and are subject and subordinate to applicable federal and state laws, rules, and regulations, and local ordinances; and

WHEREAS, purpose of the manual is to provide for guidance regarding the fair and consistent administration of city personnel, but neither any contract nor implied contract rights are created hereby; and

WHEREAS, the City Manager, Legal Department, Human Resources Department, and management team has reviewed the proposed amendments of the Revised Personnel Policies and Procedures and recommends adoption by the City Council; and

WHEREAS, the City Council deems it in the best interest of the employees of Park City Municipal Corporation to formally adopt them;

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

SECTION 1. ADOPTION . The Vacation Policy, dated January 1st, 2023 attached hereto, is hereby adopted and the 2022 version is hereby repealed including any temporary amendments thereto adopted by the City Manager

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect on January 1st, 2023.

PASSED AND ADOPTED this 8th day of December, 2022.

PARK CITY MUNICIPAL CORPORATION

_____

Mayor Nann Worel

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
City Attorney's Office

City Council
Staff Report

Subject: **161 Park Avenue**
Application: **PL-22-05346**
Author: **Spencer Cawley, Planner II**
Date: **December 8, 2022**
Type of Item: **Administrative – Plat Amendment**

Recommendation
Staff recommends the City Council (I) review the proposed 161 Park Avenue Plat Amendment, (II) hold a public hearing, and (III) consider approving Ordinance No. 2022-46, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinance (Exhibit A).

Description

Applicant:	Andrew & Donna Cross Mike Stoker, Applicant Representative
Location:	161 Park Avenue
Zoning District:	Historic Residential – 1
Adjacent Land Uses:	Single-Family Dwellings, St. Mary's Chapel, Public Stairs
Reason for Review:	Plat Amendments require Planning Commission recommendation and City Council action[1]

HDDR	Historic District Design Review
HR-1	Historic Residential – 1
LMC	Land Management Code
ROW	Right-of-Way

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary
On November 9, 2022, the Planning Commission reviewed the 161 Park Avenue Plat Amendment to create one Lot for a Landmark Historic Structure that straddles two Lots, held a public hearing, and forwarded a unanimous positive recommendation for City Council's consideration. (Staff Report; Meeting Audio)

Background
161 Park Avenue is in the Historic Residential -1 (HR-1) Zoning District. The site is identified by Summit County as parcel number PC-7, the northern 15 feet of Lot 15 and all of Lot 16, Block 1, Park City Survey. 161 Park Avenue is occupied by a Landmark Historic Structure[2] as identified by the City's Historic Sites Inventory. The Landmark Historic Structure was built circa 1887 and sits on both Lots 15 and 16. The Applicant

[1] LMC § 15-7.1-2
[2] LMC § 15-11-10(D)(1)(dk)

proposes removing the Lot line common to Lots 15 and 16 to create one Lot.

On August 8, 2022, the Applicant submitted a Historic District Design Review-Pre application, which is under review with the Design Review Team. The Applicant indicates they plan to rehabilitate the Landmark Historic Structure and construct an addition.

Figure 1: View of Property from Park Avenue

Analysis

A Plat Amendment includes the combining of existing Lots into one or more Lots.[3] Plat Amendments require Planning Commission review and recommendation to City Council for Final Action.[4] The Applicant proposes removing the Lot line common to Lots 15 and 16 creating one Lot.

(I) The proposed Plat Amendment complies with the Historic Residential (HR-1) Zoning District Requirements.

The purposes of the HR-1 Zoning District are to:

[3] LMC § 15-7.1-3(B)
[4] LMC § 15-12-15(B)(9)

1. Preserve present land Uses and character of the Historic residential Areas of Park City;
2. Encourage the preservation of Historic Buildings and/or Structures;
3. Encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods;
4. Encourage single-family Development on combinations of 25' x 75' Historic Lots;
5. Define Development parameters that are consistent with the General Plan polices for the Historic core; and
6. Establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale of the environment.

Single-Family Dwellings are an Allowed Use in the HR-1 Zoning District.[5]

The table below outlines the HR-1 Zoning District Lot and Site Requirements established in LMC § 15-2.2-3:

HR-1 Zoning District Requirement	**Analysis of Proposal**
Min. Lot Area: 1,875 sq. ft.	**Complies –** The proposed Lot contains 2,935 square feet.
Min. Lot Width: 25 feet	**Complies –** The width of the combined Lots is 40 feet.
Maximum Building Footprint = (Lot Area/2) x 0.9 Lot Area/1875	**Condition of Approval 6** Based on the proposed Lot area, the Maximum Building Footprint for this site is 1,244 square feet. The Building Footprint of the Historic Structure is 935 square feet. Condition of Approval 6 requires a Plat note that the Historic Structure and any new construction shall not exceed the Maximum Building Footprint of 1,244 square feet.
Setbacks: Front: 10 feet Rear: 10 feet Side: 5 feet	**Condition of Approval 7** Portions of the Historic Structure encroach into the Side Setbacks. Historic Buildings that do not comply with Setbacks are valid Non-Complying Structures.[6] Any addition to the Historic Structure shall comply with the Lot Setbacks and cannot increase the non-conformity.

[5] LMC § 15-2.2-2(A)(1)
[6] LMC § 15-2.2-4

Building Height: 27 feet	**Condition of Approval 8** Any addition to the Historic Structure shall not exceed the zone height of 27 feet.

Architectural Review LMC § 15.2.2-9
Prior to issuance of a Building Permit for any Conditional or Allowed Use, the Planning Department shall review the proposed plans for compliance. Any proposed structure or future development will require the Applicant to submit a Historic District Design Review Application to the Planning Department for review and compliance with LMC Chapter 15-11, *Historic Preservation*, and LMC Chapter 15-13, *Design Guidelines for Historic Districts and Historic Sites*.

(II) Staff finds Good Cause for removing the Lot line common to Lots 15 and 16 because (A) present land Uses and the Character of the HR-1 Zoning District are retained, (B) no Public Street or Right-of-Way is vacated or amended, and (C) no easement is vacated or amended.

Plat amendments shall be reviewed according to LMC § 15-7.1-6, *Final Subdivision Plat*, and approval shall require a finding of Good Cause and a finding that no Public Street Right-of-Way, or easement is vacated or amended.

LMC § 15-15-1 defines Good Cause as "[p]roviding positive benefits and mitigating negative impacts, determined on a case-by-case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community."

A. The Historic Residential (HR-1) Zoning Character is retained.

One of the purposes of the HR-1 Zoning District is in part to preserve present land Uses and the character of the Historic residential Areas of Park City.[7] This proposal is consistent with the Zoning District by preserving the character of Historic residential development, encouraging the preservation of the site's Historic Structure, and encouraging construction of Historically Compatible Structures that contribute to the character and scale of the Historic District. Furthermore, this proposal supports the Park City General Plan Goal No. 15 by preserving the integrity, mass, scale, compatibility, and historic fabric of the City's Historic core.[8] The existing Structure and any new construction cannot exceed the Maximum Building Footprint of 1,244 square feet (**Condition of Approval 6**).

B. No Public Street or Right-of-Way is vacated or amended.

[7] LMC § 15-2.2-1(A)
[8] Park City General Plan p. 106

Access to the Lot is from Park Avenue. The Applicant's proposal does not vacate or amend any portion of the platted ROW. However, according to recorded survey No. S-7220 (Exhibit B) there is a fence, retaining wall, and rock wall that encroach into the neighboring Second Street ROW that is platted, but un-built. Staff recommends **Condition of Approval 9** requiring the Applicant to enter into an encroachment agreement with the City Engineer and to record the agreement with Summit County prior to recordation of the Plat.

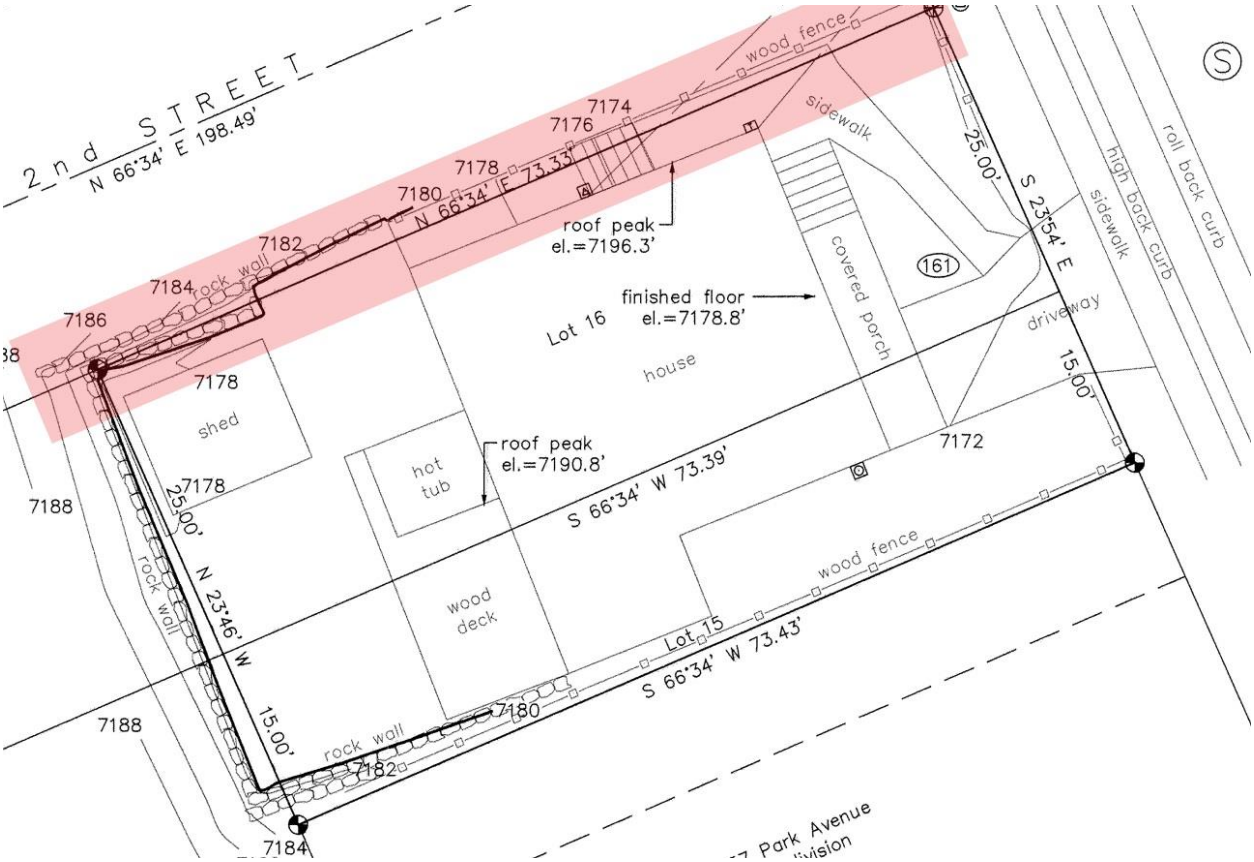


Figure 2: Area of Encroachment into Public Right-of-Way

C. No easement is vacated or amended.

(III) The Development Review Committee met on September 6, 2022, reviewed the proposal, and did not identify any issues. [9]

[9] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

Department Review

The Planning Department, Engineering Department, and City Attorney's Office reviewed this staff report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on October 26, 2022. Staff mailed courtesy notice to property owners within 300 feet on October 26, 2022. The *Park Record* published notice on October 26, 2022. LMC § 15-1-21.

Public Input

Public Comment is attached as Exhibit E.

Alternatives

- The City Council may adopt Ordinance No. 2022-46; or
- The City Council may deny Ordinance No. 2022-46 and direct staff to make Findings for this Decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2022-46 and Proposed Plat
Exhibit B: Survey No. S-7220
Exhibit C: Applicant Statement
Exhibit D: Property Photos
Exhibit E: Public Comment

Ordinance No. 2022-46

AN ORDINANCE APPROVING THE 161 PARK AVENUE PLAT AMENDMENT, LOCATED AT 161 PARK AVENUE, PARK CITY, UTAH

WHEREAS, the owner of the property located at 161 Park Avenue petitioned the City Council for approval of the 161 Park Avenue Plat Amendment; and

WHEREAS, on October 26, 2022, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on October 26, 2022, courtesy notice was mailed to property owners within 300 feet of 517 Park Avenue; and

WHEREAS, on November 9, 2022, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on November 9, 2022, the Planning Commission forwarded a positive recommendation for City Council's consideration on December 8, 2022; and

WHEREAS, on December 8, 2022, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management code including § 15-7.1-3(B), § 15-12-15(B)(9), and Chapters 15-2.2 and 15-7.

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

SECTION 1. APPROVAL. The 161 Park Avenue Plat Amendment, located at 161 Park Avenue, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact
Background:

1. The property is located at 161 Park Avenue.
2. The property is listed with Summit County as Parcel number PC-7 and consists of the northern 15 feet of Lot 15 and all of lot 16, Block 1, Park City Survey.
3. The Applicant owns the northern 15 feet of Lot 15 and all of Lot 16.
4. The property is in the Historic Residential (HR-1) Zoning District.
5. The Site contains a Historic Structure constructed circa 1887 and is on Park City's Historic Sites Inventory.
6. The Historic Structure straddles the Lot Line common to Lot 15 and Lot 16.
7. A rock wall, a retaining wall, and a fence on the north side of Lot 16 encroaches into the Second Street Right-of-Way.
8. No easement is vacated or amended as a result of the plat amendment.
9. The LMC regulates Lot and Site Requirements per LMC § 15-2.2-3.

10. A Single-Family Dwelling is an allowed Use in the HR-1 Zoning District and requires a minimum Lot size of 1,875 square feet. The combined Lot size is 2,935 square feet.
11. The minimum Lot width in the HR-1 Zoning District is 25 feet. The proposed width the Lot is 40 feet.
12. The required front Setback is ten feet (10').
13. The required Side Setback is five feet (5').
14. Pursuant to LMC § 15-2.2-4, Historic Buildings and/or Structures that do not comply with Setbacks are valid Non-Complying Structures.
15. In the HR-1 Zoning District, the Maximum Building Footprint = (Lot Area/2) x $0.9^{\text{Lot Area/1875}}$. The Maximum Building Footprint for the combined Lots is 1,244 square feet.
16. Building Height in the HR-1 Zoning District is 27 feet.
17. The findings in the Analysis section of the Staff Report are incorporated herein.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.2, *Historic Residential (HR-1) Zoning District,* and LMC § 15-7.1-6, *Final Subdivision Plat.*
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final from and content of the Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this Plat approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new construction.
4. A non-exclusive ten foot (10') public snow storage easement on Park Avenue shall be dedicated on the Plat.
5. Any addition to the Historic Structure must comply with the Land Management Code and requires Historic District Design Review.
6. The Plat shall note that the Historic Structure and any new construction shall not exceed a Maximum Building Footprint of 1,244 square feet.
7. Any addition to the Historic Structure shall comply with the Lot Setbacks and cannot increase the non-conformity.
8. Any addition to the Historic Structure shall not exceed the zone height of 27 feet.
9. To address the rock wall, retaining wall, and fence that encroach into the Second Street Right-of-Way, the Applicant shall enter into an encroachment agreement with

the Park City Engineer and record the agreement with Summit County prior to recordation of the Plat.

10. City Engineer review and approve all Lot grading, utility installation, public improvement, and drainage plans for compliance with City standards prior to issuance of any building permits.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 8th Day of December 2022.

PARK CITY MUNICIPAL CORPORATION

_____

Nann Worel, MAYOR

ATTEST:

_____

City Recorder

APPROVED AS TO FORM:

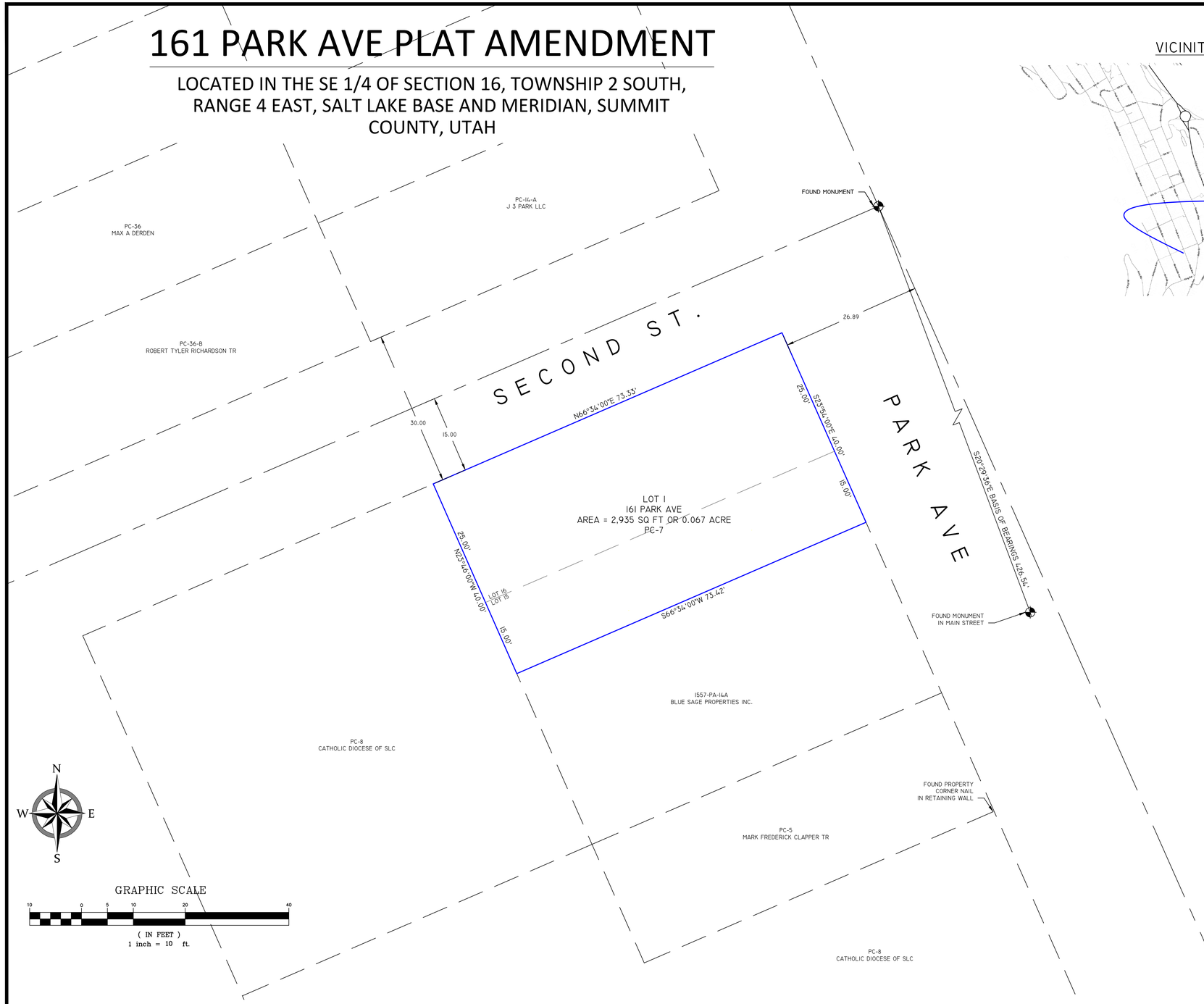
_____

City Attorney

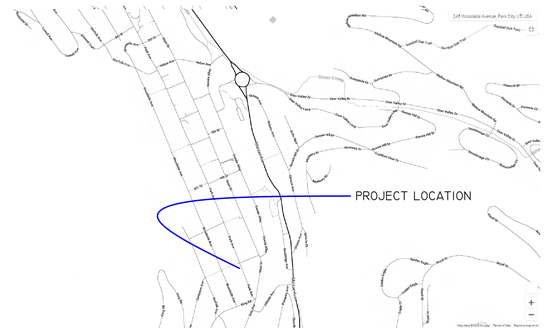
Attachment 1 – Proposed Plat

161 PARK AVE PLAT AMENDMENT

LOCATED IN THE SE 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH



VICINITY MAP



SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, CHAD A ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 7736336 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT THIS PLAT AMENDMENT WAS PREPARED BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PARK CITY MUNICIPAL CORPORATION.

CHAD A. ANDERSON
PROFESSIONAL LAND SURVEYOR

07/07/22
DATE

REGISTERED LAND SURVEYOR 7736336 CHAD A. ANDERSON 07/07/22 STATE OF UTAH

SURVEYOR'S SEAL

BOUNDARY DESCRIPTION

THE NORTHERLY 15 FEET OF LOT 15 AND ALL OF LOT 16, BLOCK 1, PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

AREA = 0.067 ACRE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT DONNA J. CROSS AND ANDREW M. CROSS, AS JOINT TENANTS, THE UNDERSIGNED OWNER OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT AMENDMENT, HAVE CAUSED THIS PLAT AMENDMENT TO BE PREPARED AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF

_____ , 20___.

DONNA J. CROSS

ANDREW M. CROSS

ACKNOWLEDGEMENT

STATE OF_____
COUNTY OF_____ } S.S.

ON THIS _____ DAY OF _____ , 20___, PERSONALLY APPEARED BEFORE ME DONNA J. CROSS AND ANDREW M. CROSS, AS JOINT TENANTS, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

SIGNATURE – NOTARY PUBLIC
RESIDING IN _____ COUNTY, _____

SEAL

NOTES

1. RESIDENTIAL FIRE SPRINKLERS WILL BE REQUIRED FOR ALL NEW CONSTRUCTION PER REQUIREMENTS OF THE CHIEF BUILDING OFFICIAL.
2. THIS PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN ORDINANCE NO. 2019-60 AND ORDINANCE NO. 2021-32.
3. SUBJECT PROPERTY IS LOCATED IN ZONE X PER FEMA FLOOD MAP NO. 490139.
4. PLAT IS SUBJECT TO ENCROACHMENT AGREEMENT _____.

PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS ___DAY OF _____ 20__.

BY:

SUMMIT COUNTY GIS COORDINATOR

ELEMENT LAND SURVEYING • 2296 SOUTH 270 EAST, HEBER CITY UT 84032 • 801-592-5975 & 801-657-8748

ELEMENT LAND SURVEYING

7/7/2022 10:21:39 AM

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS.

ON THIS____ DAY OF _____ 20___.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION

RECOMMENDED BY THE PARK CITY PLANNING COMMISSION

ON THIS 9th DAY OF May 20__.

CHAIRMAN

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE.

ON THIS____ DAY OF _____ 20___.

PARK CITY ENGINEER

APPROVAL AS TO FROM

APPROVED AS TO FORM.

ON THIS____ DAY OF _____ 20___.

PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL.

ON THIS 31st DAY OF May 20__.

PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL.

ON THIS ___DAY OF _____ 20__.

MAYOR

RECORDER

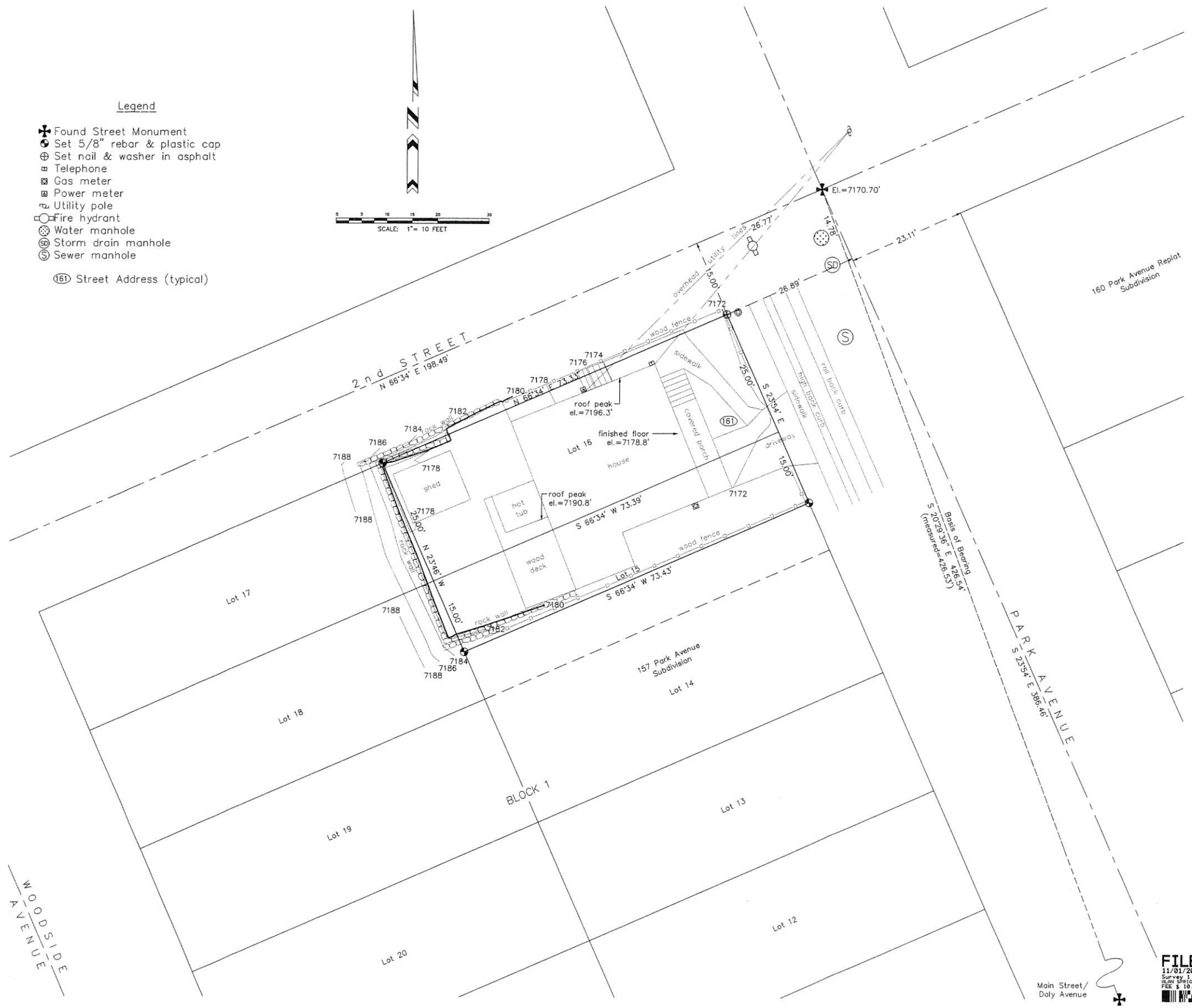
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____

SIGNATURE – SUMMIT COUNTY RECORDER

Park City Survey, Block 1
Lot 16 and the North 15 feet of Lot 15



NARRATIVE

1. Survey requested by: Thomas Hansen.
2. Purpose of survey: locate the deed description, improvements and the specified topographic relief.
3. Basis of survey: found Street Monuments as shown.
4. Date of survey: May 6, 2009.
5. Property monuments set or found as shown.
6. Located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
8. See the previous surveys recorded as File No.'s S-60, S-703 and S-3941 in the office of the Summit County Recorder.
9. Elevations are based on an elevation of 7170.70 feet, from the Park City Monument Control Map, at the Street Monument found at the intersection of 2nd Street and Park Avenue, as shown.

LEGAL DESCRIPTION

The Northerly 15 feet of Lot 15 and all of Lot 16, Block 1, Park City Survey, according to the official plats thereof, on file and of record in the Summit County Recorder's Office; the total containing 2935.2 square feet, more or less.

SURVEYOR'S CERTIFICATE

I, J.D. Gailey, a Registered Land Sureyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said survey.

April 20, '10
Date

J.D. Gailey PLS#359005

STATE OF UTAH 4/20/10 J.D. GAILEY 359005 PROFESSIONAL LAND SURVEYOR

FILE NO. S0007220
11/01/2010 03:55:01 PM
Survey 1 of 1
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE $ 10.00 BY ALPINE SURVEYING

Alpine Survey, Inc.
19 Prospector Drive
Park City, Utah 84060
(435) 655-8016

RECEIVED
JUN 12 2019
PARK CITY PLANNING DEPT.

S-712 D

161 Park Ave
Park City, UT 84060
@1889

PROPOSAL DESCRIPTION

161 Park Ave built ~1889 is Landmark Historical mining era frame house representative of the mining town residences of that era. Andrew & Donna Cross purchased the property in May 2022 and will be doing a remodel and addition.

This amendment is to remove the interior lot line between lots 15 & 16.

Owner: Andrew & Donna Cross

Representative: Mike Stoker, Stoker Architecture

General Contractors: Hayden Andrews, Hayden Construction

SUMMIT
COUNTY

From: [redacted]
Sent: Tuesday, November 1, 2022 3:34 PM
To: Spencer Cawley
Subject: [External] Permit #PL-22-05346

[redacted]

I support removing the interior lot line between lots 15 and 16 for the construction on 161 Park Avenue.

Nancy Davidson
Owner of 214 Woodside Avenue

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: OLD BUSINESS

Subject:
Consideration to Approve the Second Addendum for a One-Year Extension of the Park City Kimball Art Festival Special Event License/City Service Agreement
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Kimball Art Center Contract Extension Staff Report
Exhibit A: DRAFT Second Addendum to Kimball Art Festival Agreement

City Council Staff Report

Subject: Kimball Art Festival One-Year Contract Extension
Author: Jenny Diersen
Department: Special Events
Date: December 8, 2022
Type of Item: Administrative

Recommendation

Hold a public hearing and consider approving a second addendum for a one-year extension of the Park City Kimball Art Festival (PCKAF) Special Event License/City Service Agreement (Agreement), as outlined in Exhibit A. In short, the addendum provides a one-year extension using existing terms and conditions.

Executive Summary

The PCKAF began in 1969 when a group of local Park City artists came together to launch an open-air market on Main Street. Over time, changes were made to reduce the PCKAF scope and costs, protect residential areas from impacts and align with the evolving priorities of the Historic Park City Alliance and the general community. Today, with nearly 200 artists, the event is held for three days and serves as Kimball Art Center's (KAC) primary fundraiser, accounting for more than 40% of KACs annual operating budget. Event proceeds also help provide free year-round exhibitions and low-cost art programs. A complete Festival history is linked here.

The City uses formal Agreements to manage significant events that provide community, cultural and economic value. Agreements provide a clear scope of services for each party, including:

- City Services and costs;
- Financial assistance or monetary exchange;
- Lease terms including City Property or Facilities;
- Locked-in Event dates over the term of the Agreement;
- Required performance measures; and
- Economic impact studies.

The most recent KAF Agreement was approved on November 3, 2016, and expired on August 15, 2021. However, on July 15, 2021 (report p. 259, minutes p. 13), Council approved a one-year extension to consider a new contract after the pandemic recovery. Annually, the KAC presents a Supplemental Plan to outline Festival changes and debrief economic impact and community benefits.

In anticipation of the Agreement expiring on May 26, 2022 (report p. 5 / minutes p. 1), Council held a Work Session to discuss KAC's contract renewal proposal. Council discussed the importance of local artists, increased evening vibrancy, and concerns about fee waivers. Council also asked the KAC to continue providing economic impact reports and expressed interest in continuing contract discussions after conducting

additional community outreach and surveys.

On October 27 (report p. 174, audio - minutes not published), after completing extensive outreach, Council held a Work Session to contemplate a future Agreement. Council provided direction to extend the current contract for one additional year, a deeper dive on the financial analysis, and an outline of dates to begin contract negotiations.

Analysis

The second one-year addendum is attached as Exhibit A. The addendum does not have any changes to the current agreement; all items shall remain the same, including the event dates (August 4 to 6, 2023) and the economic impact reporting.

Based on Council's meeting schedule and departmental workloads, we plan to return to Council on April 27 to discuss a future Agreement. We hope to finalize a new Agreement by May 25. See the proposed timeline below:

Timeline:

- Week of December 6: Council Liaisons and staff meet with KAC regarding economic analysis and funding
- Week of February 15: Council Liaisons and staff meet with KAC outlining contract terms and holistic funding
- Week of March 15: Council Liaisons and staff meet with KAC to finalize contract terms
- April 27: City Council Meeting – Work Session to discuss potential terms of a future Agreement and receive public input
- May 25: City Council Meeting – Old Business to finalize potential terms of a future Agreement and take public input

Funding

The current Agreement allows PCMC to waive up to $180,000 in City Service Fees, and KAC pays $10,000 toward the total. The types of services provided by the City to support the event are clearly outlined in the Agreement.

The estimated City Service fees for the 2023 KAF are $85,000. Departments plan to include annual levels of support in the FY24 budget process to support the event adequately. KAF does not receive any cash payment for fees not used. While we believe the fees and costs for the 2023 KAF will be well below $180,000, we recommend updating such items when a new Agreement is negotiated.

Exhibits

A Draft - Second Addendum to the Kimball Art Festival Agreement

SECOND ADDENDUM TO THE 2016 TYPE THREE SPECIAL EVENT LICENSE AND CITY SERVICES AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION & KIMBALL ART CENTER

This SECOND ADDENDUM is made and entered into in duplicate this _____ day of _____, 2022, with a retroactive date of August 15, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **KIMBALL ART CENTER**, a Utah non-profit corporation, ("KAC" or "Service Provider"), to amend the Type Three Special Event License and City Services Agreement signed and executed by the parties on December 19, 2016, as amended by First Amendment dated August 2, 2021.

WITNESSETH:

WHEREAS, the parties entered into a Type Three Special Event License and City Services Agreement on December 19, 2016 ("Original Agreement");

WHEREAS, the term of the Original Agreement ended August 15, 2021; and

WHEREAS, the term of the First Addendum ended on August 15, 2022; and

WHEREAS, negotiations for a new City Services Agreement are ongoing in good faith; and

WHEREAS, the parties desire to amend the Original Agreement and First Addendum to extend the termination date to August 15, 2023, in order to provide sufficient time to negotiate a new Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement and First Addendum as follows:

1. <u>AMENDMENTS:</u>

a. **<u>EXTENSION OF TERM</u>**. The term of the Original Agreement and First Addendum shall be extended to a termination date of August 15, 2023.

b. **<u>SCOPE OF SERVICE</u>**.

The Scope of Services shall be amended as follows:

DRAFT

2.1 Dates of Festival

The dates of the Arts Festival shall be held on the first full weekend of August as mentioned below unless both parties agree to a date change in writing.

August 4 – 6, 2023

2. **OTHER TERMS**. All other terms and conditions of the Original Agreement and First Addendum shall continue to apply.

3. **ENTIRE AGREEMENT**. This Second Addendum is a written instrument pursuant to Section 2 and Section 20.7 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Second Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

_____
Matt Dias, City Manager

Attest:

_____
City Recorder's Office

Approved as to form:

_____
City Attorney's Office

SERVICE PROVIDER:
Name: KIMBALL ART CENTER, a Utah non-profit corporation
Address: PO Box 1478
City/State/Zip: Park City, UT 84060
Tax ID#:
PC Business License #:_____

By: _____
Aldy Milliken,
Executive Director

STATE OF UTAH)
COUNTY OF SUMMIT)

On this ____ day of _____, 20____, Aldy Milliken personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Executive Director of Kimball Art Center, a Utah non-profit corporation, and that said document was signed by him on behalf of the said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and she acknowledged to me that she executed the Second Addendum to the City Services Agreement Between Park City Municipal Corporation & Kimball Art Center.

_____
Notary Public

Council Agenda Item Report

Meeting Date: December 8, 2022
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: OLD BUSINESS

Subject:
Thaynes Canyon Parking Update - White Pine Touring Proposed Parking Mitigation Plan
(A) Public Input

Suggested Action:

Attachments:
Thaynes Canyon Parking Mitigation Plan Staff Report
Exhibit A: White Pine Touring Winter Parking Mitigation Plan 2022

City Council Staff Report

Subject:	**Thaynes Canyon Drive – White Pine Touring Parking Mitigation Plan**
Author:	**Michelle Downard, Heinrich Deters, Vaughn Robinson**
Department:	**Executive, Sustainability, Golf**
Date:	**December 8, 2022**
Type of Item:	**Administrative**

Recommendation

Review the proposed White Pine Touring (WPT) Temporary Parking Plan, receive public input, and consider three alternatives:

1. Approve the Temporary Parking Plan as presented;
2. Amended Temporary Parking Plan; or
3. Deny the Temporary Parking Plan.

The new WPT Temporary Parking Plan is included as Exhibit A.

Background

On April 28, 2022, Council initiated a transportation study with Kimley-Horn(KH) (cost-share with Hotel Park City) to help eliminate overflow parking on Thaynes Canyon Drive. The draft study is scheduled for Council and community consideration on January 5, 2023.

- Spring 2022, the City held an open house and conducted a community survey to increase neighborhood engagement and enhance the KH transportation study.

- Ongoing, the City received several requests to the Neighborhood First Program (formerly NTMP) from residents seeking improvements in pedestrian safety and walkability, vehicular speeds and enforcement, parking management, and rebalancing commercial/business impacts on residential streets.

- Summer 2022, the Park City Golf Club successfully implemented a temporary parking plan (June 9, 2022).

- Winter 2022/23, WPT presented a Temporary Parking Plan that did not obtain Council support (November 10, 2022).

- Winter 2022/23, WPT's amended Temporary Parking Plan (Exhibit A) is provided for your consideration.

Nordic Center Parking Plan Winter 2022-23

The White Pine Touring (WPT) center is open 7 days per week from November 19, 2022, until approximately the end of March 2023 depending on weather and snow conditions.

WPT Hosts thousands of visitors and locals every season for daily skiing, rentals, lessons, tours, and sales. WPT is celebrating its 50th Anniversary as a locally owned PC business and has successfully operated on the PC golf course for more than 30 years.

Proposed Season Overflow Parking Schedule

We believe a simple and consistent use of the overflow parking area can balance neighborhood concerns and still provide a quality customer experience for recreationists.

- White Pine is proposing the area be opened 10:00 a.m.-6:00 p.m. daily
- Parking will be for White Pine Touring customers only
- Parking will be signed for carpool use only (2 or more people)
- White Pine will 'open and close' the area daily, by placing a barricade across the entrance to help dissuade unapproved use
- PCMC will provide additional markers so parking does not expand beyond the 18 spaces
- PCMC will enforce the 'No Parking' when area the area is closed and ticket accordingly

Adaptive Nordic Access

The Thaynes Canyon area provides on-snow access for the Adaptive Nordic ski community. This includes sit-skiers and those who are visually impaired and participate in programs associated with the National Ability Center, the United States Paralympic team, and Shriner's Hospital.

- Three (3) parking spaces will be posted to accommodate Adaptive Nordic ski access programs daily – 9:00 a.m.-6:00 p.m.

Satellite Parking for Employees

White Pine has coordinated a satellite area with limited employee parking. White Pine employees will not utilize the parking area along Thaynes Drive.

Races and Special Events

White Pine Touring Nordic Center has proudly hosted and sponsored Wasatch Citizens Series ski races for more than three decades. It is one of the longest-running and most successful cross-country ski race series in North America. White Pine has submitted a special event application for the December 31, 2022 Wasatch Citizens Series Race.

- White Pine is requesting approval to utilize the Thaynes Parking area for this event

Monitoring, Coordination and Outreach

White Pine is committed to working with PCMC staff to ensure coordination and compliance with any approved plan.

- PCMC and WPT staff will meet every two weeks throughout the winter to review any issues or logistics associated with the plan
- White Pine Touring will continue to provide outreach to their user base and programming which encourage the use of carpooling and public transportation
- Notify users who choose not to carpool to utilize the underground parking option
- Notify users to avoid parking or waiting on Thaynes Canyon Drive or within the adjacent neighborhood during pick up times as this creates traffic and safety concerns
- Notify users of other trailhead and access options, including the parking area on SR-224, Meadows Drive and the Farm
- WPT will contact city if there is a need to use the Thaynes area for heavy equipment maintenance, drop-off/pick-up and ensure any permits required will be obtained

Winter Grooming and Operations

Should the overflow area be considered as proposed, the area needs to be groomed daily to maintain a solid and safe surface throughout the season. If left unpacked or ungroomed, the area will not be feasible for use. Ability to provide this overflow option is provided in conjunction with previous operational changes with the intent to limit impacts on adjacent neighborhoods.

White Pine Touring Community Programs

Park City Nordic Ski Club Youth Program | every Tuesday, Wednesday, Thursday, and some Friday afternoons, January-March, ~100 per day private vehicles (youth and coaches)

YSA Get Out and Play/Activ8 Youth Program | every Friday afternoon, January and February, ~35 per day bus and volunteers/coaches

USA Nordic Ski Team | as needed or requested – also resident athletes

USA Paralympic Nordic Team | as needed or requested – also resident athletes

The Utah Nordic Alliance Youth Program | as needed or requested

University of Utah Nordic Ski Team | 1-2x per week, December-March and as requested

University of Utah TRAILS: Adaptive Nordic Program | 1-2x per week Adaptive Nordic local and visiting skiers

Solomon Fund | four Sundays, January-March, Community partnership sponsored local families through Park City Community Foundation, WPT, and UOLF

Continue Mission - Veterans Health Program | Adaptive Nordic Veterans Group, Wednesdays, January-March

USA Nordic Combined team | 1-2x per week – also resident athletes

Wasatch Citizens Series | 35-year host site ~230 Athletes, 50% local youth

Western USA IMD Youth Nordic Teams | as requested (UT, ID, WY, CO)

Park City Senior Center | as needed – pass program

Park City Betties Women's Nordic Ski Club | 1-2x per week, December-March, ~60 per day private vehicle