



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
February 6, 2025**

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually. [Click here for more information.](#)

Zoom Link: <https://us02web.zoom.us/j/85413019263>

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

4:50 p.m. - Song Summit Event Overview

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. Gordo Remediation Recap

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 January 16 and 21, 2025

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Exercise the Option to Extend the Existing Contract for Cleaning Services of Municipal Buildings to BuzyBee Cleaning and Maintenance, Not to Exceed \$834,429.00, in a Form Approved by the City Attorney's Office
2. Request to Approve the Issuance of an Easement to Summit County, Utah, and Snyderville Basin Special Recreation District to Develop and Manage the Trail and its Associated Signage and Improvements on Park City-Owned Land Located in Summit County near Old Ranch Road

VI. OLD BUSINESS

1. Consideration to Approve the Bonanza Flat Conservation Area Adaptive Management Plan
(A) Public Input (B) Action
2. Consideration to Adopt the Treasure Hill Conservation Easement
(A) Public Input (B) Action

VII. NEW BUSINESS

1. 2025 Legislative Session Update

Each week during the 2025 Legislative Session, the City Manager will provide an update and synopsis of the session to date. The Legislative Bill Tracking List will be updated 24-48 hours prior to the City Council Meeting and available [here](#).

VIII. ADJOURNMENT

PARK CITY HOUSING AUTHORITY MEETING

ROLL CALL

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

NEW BUSINESS

1. Consideration to Amend the Housing Mitigation Plan for Park City Heights Subdivision
(A) Public Hearing (B) Action

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.**



City Council Staff Report

Subject: 2025 Park City Song Summit Event Overview

Author: Chris Phinney

Department: Special Events

Date: February 6, 2025

Recommendation

Receive a presentation from representatives of the Park City Song Summit (Song Summit) and provide policy direction on whether to proceed with planning and applying for a Level 5 Special Event Permit on City property over a Local Time Period.

Executive Summary

The Park City Song Summit is an exciting multi-day music and songwriting event that blends live performances, storytelling, and artist conversations with a focus on creativity, mental health, and the deeper aspects of songwriting. The Special Events Team is happy to explore permitting their event in town, but must first address several challenging logistical conflicts, before moving forward, either this year or for future years.

The [Song Summit](#), founded in 2019, is requesting Council consideration of event dates in August that conflict with a designated "[Local Time Period](#)." Park City Municipal Code section [4A-2-3\(F\)](#) states that approval of any new application for a Level 5 Special Event Permit over a "Local Time Period" shall be determined by City Council.

Should the Council support a Level 5 Special Event Permit submittal, Song Summit will return in the spring for a formal review and seek approval of final event details.

In 2025, the Song Summit proposes using City property, including the Jim Santy Auditorium for lab workshops and live nightly concerts at the City Park softball field. There are several conflicts with the Special Events and Recreation calendars that must be adjusted if Council supports an event application of this size and scope.

Analysis

The Song Summit is proposing to hold its annual event on August 15 & 16, 2025 (August 13 to 17, including set up and breakdown). The operations plan is attached as **Exhibit A**. Highlights include:

- Use of City property
 - City Park softball field for two ticketed 4,000-person concerts (this is a very large event with numerous logistical impacts);
 - Recreation center at City Park for staff headquarters and catering;
 - Jim Santy Auditorium for Lab discussions; and,
 - Miners Hospital for VIP parking. TBD on interior use.

Several conflicts exist with the Special Events and Recreation calendars for the proposed dates, including:

- Special Events
 - August 16 - Summer in the City Volleyball tournament at City Park. This annual event has been hosted at City Park for the past 40 years and is the biggest outdoor volleyball tournament in the state.
- Recreation:
 - August 13 – August 15
 - Adult Softball: The Recreation Department hosts an adult softball league Monday through Friday, from 6:00 p.m. to 10:00 p.m.
 - Adult Volleyball League: The Recreation Department hosts an adult volleyball league on the sand courts located on south end City Park the south end courts on Thursday evenings from 6:00 p.m. to 10:00 p.m.
 - Day Camp, City Park Recreation Building, and Miners Hospital. The Park City Summer Day Camp is a licensed Utah State Childcare Center serving approximately 80 families, Monday through Friday, 7:00 a.m. to 6:00 p.m.
 - August 16
 - Spike Ball tournament: This is a joint program offered by the Recreation Department and Utah Roundnet.

To address the conflicts within City Park, the following alternatives are proposed for Council consideration:

1. Calendar conflicts:

- A venue change for the volleyball and spike ball tournaments to the Quinn's Sports Complex may be possible.
- The Park City Day Camp will need to be canceled on Wednesday, Thursday, and Friday if the use of the Recreation Building and the Miners Hospital is necessary and desired by Council.
 - Relocating the camp would be very challenging, as the camp is hosted in a state-licensed facility and alternative locations would also need to be licensed.
- A venue change for the adult softball leagues to the Quinns Sports Complex may be possible on Thursday and Friday, but the Wednesday games will have programming conflicts due to an Adult kickball league.
 - Recreation and Parks teams have concerns about relocating these events and venue usage that will be shared at the Council meeting.

2. Alternate Date:

- The 2025 Song Summit is currently scheduled for August 15 & 16 at the Canyons Village. A date change is not possible due to talent bookings. Given the conflicts for this year, Council could direct us to work with the Song Summit organizers to help facilitate a 2026 event, on dates without conflicts, ensuring a year or more to plan ahead.

An initial City Fee estimate of \$28,476 has been shared with the Song Summit. The table below outlines the fee breakdown.

Item	Fee Description	Cost
City Service Fee	Level 5 Special Event Permit Application Fee	\$10,376
City Service Fee	Additional Restroom Cleaning	\$300
City Service Fee	Police Services (non holiday)	\$8,000
City Service Fee	Mobile Command Center	\$450
City Service Fee	North City Park Complex	\$3,000
City Service Fee	Use of Permanent VMS Boards	\$650
City Service Fee	Trash Service Removal	\$1,200
City Service Fee	Building Permit	\$2,500
City Service Fee	Rec Center	\$500
City Service Fee	Miners Hospital	\$500
City Service Fee	Rental of Park City Library Room 201, 301, Community Room & Santy	\$1,000
Total Fees		\$28,476

Exhibits

Exhibit A Park City Song Summit Operation Plan



Park City Song Summit

OPERATIONS PLAN Park City Municipal Event Permit

Event Name: Park City Song Summit

Years in existence: 4

Event Dates: August 15-16, 2025

Website: www.parkcitysongsummit.com

Phone: 435-214-1020

Address: 1389 Center Drive, Park City, UT, 84098

Event Description:

Park City Song Summit isn't just a music festival – it's a retreat designed for artists and the music industry to delve deeply into the art and craft of songwriting. This unique event creates a space where artists and audiences connect to explore every facet of creating music. Over two immersive days, the Song Summit blends the intimate, storytelling charm of an 'Unplugged' setting with the inspiring knowledge exchange of a MasterClass or TED Talk. And, of course, there will be plenty of music – from intimate performances and big-stage concerts to unforgettable surprise shows. The Song Summit also goes beyond an intimate music experience. It's also about mental health, wellness, and addiction recovery. Guests can take part in recovery hangs, yoga sessions, hiking, biking, afternoon re-centering, and many other wellness activities.

2024 Recap video: <https://www.youtube.com/watch?v=-rZxB9ECf70>

Contacts

- Ben Anderson – President / Founder
 - #435-659-0502
 - ben@parkcitysongsummit.com
- Julia Rametta – Vice President
 - #801-580-8310
 - juliar@parkcitysongsummit.com
- Julia Stout – VP of Event Operations
 - #404.427.0677
 - libbyr@parkcitysongsummit.com

Venue Overview

- City Park - August 15-16, 2025
 - Address: 1400 Sullivan Rd, Park City, UT 84060
 - Capacity: 4,000
- Community Center
 - Address: City Park

- o Use will be for Staff Headquarters + Staff/Artist Catering
- Jim Santy Auditorium - August 15-16, 2025
 - o Address: 1255 Park Ave, Park City, UT 84060
 - o Capacity: 400
- Miners Hospital
 - o Address: 1354 Park Ave, Park City, UT 84060
 - o Use will be the Parking lot. TBD on use of interior building.
- The Shop
 - o Address: 1167 Woodside Ave, Park City, UT 84060
 - o Capacity: TBD

Schedule Overview

- Wednesday, August 13, 2025 - Thursday, August 14, 2025
 - o Setup at all venues, will need full access to City Park for stage loadin
- Friday, August 15, 2025
 - o 8:30-10:00 AM | Mindful Morning: Yoga, Meditation @ The Shop
 - o 10:30-4:30 PM | Lab Programming at Santy Auditorium
 - o 5:00 - 10:00 PM | Live Performances at City Park (Doors at 5pm, Music 6:30-10pm) | Artists: Dawes, Greensky Bluegrass
- Saturday, August 16, 2025
 - o 8:30-10:00 AM | Mindful Morning: Yoga, Meditation @ The Shop
 - o 10:30-4:30 PM | Lab Programming at Santy Auditorium
 - o 4:30 - 10:00 PM | Live Performances at City Park (Doors at 4:30pm, Music 5:30-10pm) | Artists: Terrapin Family Band, Goose

Events by type:

Mindful Mornings

Venue: The Shop - awaiting confirmation

Description: Guests start their mornings with activities focused on mental health, wellness, and addiction recovery, taking part in yoga and meditation sessions, recovery hangs, hiking and biking.

Labs

Venue: Jim Santy Auditorium

Description: Conference-style discussions that dissect, illuminate and interrogate the art and craft of music and songwriting. Labs create an environment of inclusivity that promotes discussion of mental health, substance recovery, representation and social equity in addition to all things music.

Live Shows

Venue: City Park

Description: Performances in the park featuring headlining acts as well as up-and-comers in the music industry, plus local food, beverage and craft vendors. After attending daily labs and hearing stories directly from the artists, guests gain a greater appreciation for the musical performances in the evening.

Liquor Service

Top Shelf Services will provide beer, wine and liquor service at the following venues:

- City Park - August 15-16 from 5 PM-10 PM

Top Shelf Services will procure the liquor permits for these venues and use their liquor liability Insurance. Top Shelf Contact: Casey Metzger casey@topshelfutah.com 435-714-1101

COVID Precautions

Health and Safety Protocol for Park City Song Summit as of January 2025

At this time, Park City Song Summit will not require any proof of vaccination, testing or masking. Park City Song Summit will follow all City and County guidelines, as well as regulations required by the CDC, at the time of the event. All Utah Covid-19 guidelines can be found at: <https://coronavirus.utah.gov/>

VENUE LAYOUT



VENUE TRAFFIC FLOW + ROAD CLOSURES

Road Closures

Sullivan Lane closed to public

Length of the road would be used for production along one side.

Emergency vehicles to be stationed here.

Throughway to be kept cleared.

Production semis and vehicles would be parked along this road/



PROPOSED PARKING LOCATIONS FOR CITY PARK CONCERT:

Parking: PC Mtn

Side Lot: 212 spaces

Main Lot: 350 spaces

Total: 562 spaces



Parking: Park City High School

15 ADA spaces

296 spaces

Total: 311 spaces



SHUTTLE ROUTES FROM PARKING LOTS TO CITY PARK:

Shuttle Routes
PC Mtn to City Park



Shuttle Routes
PC High School to City Park



PROPOSED PARKING LOCATIONS FOR DAYTIME LABS AT SANTY AUDITORIUM:

Parking: Lab Parking

Library Lot: 55 spaces

Park Lot: 42 spaces

Total: 97 spaces

Lab Capacity: 400

Bus Stop directly in front of
Library



Parking/Traffic Control Considerations:

- Patrons will be encouraged to bike, carpool and use public transit buses to travel from transit hubs around Park City, including the Ecker Hill Park & Ride.
- Bus lines: We will work with Park City Transit to establish the best bus routes to promote to attendees and their timing for each line.
- All bus lines pass through the Main Street Transit Center, so guests can utilize Park City's free transit system from all areas of Park City for City Park shows and Santy Auditorium Labs.
- Bike parking to be pointed out on event app & maps with special bike valet at City Park
- Encourage use of Park City e-bike rental program
- Post links directing attendees to public transportation information
- Clearly locate ride share pickup/drop off areas near venues
- Transportation options will be promoted to patrons through website, email, and social media.

Load in Schedule:

- **Wednesday August 13, 2025**

- 8:00 AM – 5:00 PM | City Park Load In

- Stage Installation (estimating a SAM450 stage that is 44 ft by 38 ft, with extensions to 76 ft by 38 ft. It has a trim height of 27 ft, and can support up to 66,000 lbs of equipment.)
- Perimeter Fencing installed
- Audiovisual/production equipment
- Venue secured overnight

- **Thursday August 14, 2025**

- 8:00 AM – 7:00 PM | City Park Load In

- Final audiovisual/production equipment
- Sponsor deliveries
- Tents Set Up
- Rentals Installed
- Seating, Lounge furniture
- Signage installed
- Fire Marshall walk-through - PCSS to schedule
- Venue secured overnight

- **Friday, August 15, 2025**

- 8:00 AM – 11:00 AM

- Final audiovisual/production equipment
- Sponsor deliveries
- Food Trucks
- Vendors
- Bars Set Up
- Full security team onsite

- **Saturday, August 16, 2025**

- 8:00 AM – 11:00 AM

- Sponsor deliveries
- Food Trucks
- Vendors
- Bars Set Up
- Full security team onsite

Load out Schedule:

- Saturday, August 16, 2025
10:00 PM - 12:00 PM
 - Audio load out
- Sunday, August 17, 2025
8:00 AM – 5:00 PM
 - Complete load out of City Park

Emergency Response Plans

Security Plan

The Song Summit will be working with each venue to ensure safety of all attendees, artists, and staff.

- Tellus Management Security has been contracted for all safety and security needs at each venue.
- Tellus Management Security is coordinating directly with the Park City Police and Fire Department to determine whether additional services will be required. We expect that some city services will be required such as police support.
- EMS will be on site at City Park for the evening shows. EMS to be arranged by Tellus Management Security.
- All venue security/emergency evacuation plans will be detailed and included when submitting the permit application.

Crowd Control

- Entry into venues will be managed by the PCSS venue team and Tellus Management Security. Entry is ticketed and will be required to be purchased ahead of time. PCSS volunteers will also be stationed at each venue to support the venue employees, field questions, and manage any lines.

Emergency Plans (Fire/Medical/Other requiring evacuation or shelter in place)

Each venue has an ERP tailored to the site-specific conditions and layout of the space. Venue Managers will have copies of the plan and are required to walk through with their staff at the beginning of each day. Part of each venue contract includes a requirement to provide the location's evacuation plan and maps of the venue.

Weather Plan

The Song Summit is a rain or shine event. Should extreme weather occur, the Song Summit will announce any cancellations of the event via our website, email, social media and event app to

all attendees and vendors. Event director and security lead will be monitoring extreme weather, specifically lighting and will host the show as needed.

Sustainability Plan Overview

Waste/Recycling Plan

Park City Song Summit is committed to becoming a waste-free event. We will continue creating relationships with all venues to ensure waste & recycling best practices are followed.

Venue specific waste/recycling.

- We will be utilizing onsite garbage disposal and dumpsters at individual venues.
- Ensure a recycling program is being implemented.
- PCSS venue teams will ensure the disposal of all waste and sorting of recycling.
- Require all venues show a commitment to conserving water.

A sustainability requirement is added to all venue contracts to include all of our sustainability commitments that are relevant to the venue. Including:

Overall Sustainability Practices

- Sponsors/vendors will distribute any bags/bottles/ or other materials only made from recycled materials or that can be reused or recycled.
- We do not offer printed schedules or event materials – fully online app for all attendee information, communication & ticketing.
- Use reusable linens & signage
- No-idling policy for staff, volunteers, vendors and attendees.
- Provides vegetarian meal options, encourages local food sources as first choice.
- Styrofoam free event, eco-friendly serving utensils & service ware

Staff and Volunteer Plan

PCSS staff will cover all venues across all days of the event, supported by volunteers and venue staff.

Staff

- Each venue will have a Venue Manager, Production Manager & Security Manager overseen by PCSS Event Director
- PCSS core staff will oversee the entire event and all venue staff.

Volunteers

- PCSS will utilize volunteer support for ticket taking, artist greenroom support, information desks, merchandise sales, and other positions throughout the event.

Food & Merchandise Sales

Merchandise



- PCSS will sell event merchandise (apparel, stickers, etc.) at Santy Auditorium and City Park.
- Select outside vendors will also be allowed to sell items or services.

Food

- Select outside food vendors will sell food directly to guests. This will include food trucks as well as food tents.
- Outside food and drinks will not be allowed in the venue. Water refill stations will be free for all guests.

Alcohol

- The Park City Song Summit has a focus on mental health and sobriety. While there will be alcohol for sale, there will also be as many non-alcoholic and other unique choices available at ALL venues.
- Alcohol will be for sale by Top Shelf Services

Signage Plan

Signage will simply be directional or display Song Summit or sponsor logos. There will be no use of foul language, profanities, or offensive language or images in any way, shape or form. The main stage will have signage as well as signage on some of the venue fencing.



Park City Song Summit Brand Guidelines:

BURNT ORANGE = PMS 172
RGB = R 241, G 90, B 41



GOLDEN HOUR = PMS 1225
RGB = R 252, G 180, B 78



SPRING GREEN = PMS 611
RGB = R 210, G 198, B 80



EVERGREEN = PMS 7475
RGB = R 112, G 121, B 51



WET BARK = PMS
RGB = R 88 G 20, B 0



ASPEN = PMS WARM GRAY 1
RGB = R 242, G 236, B 231



OPTIONAL AQUA = PMS 563
RGB = R 124, G 167, B 156



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Sponsorship

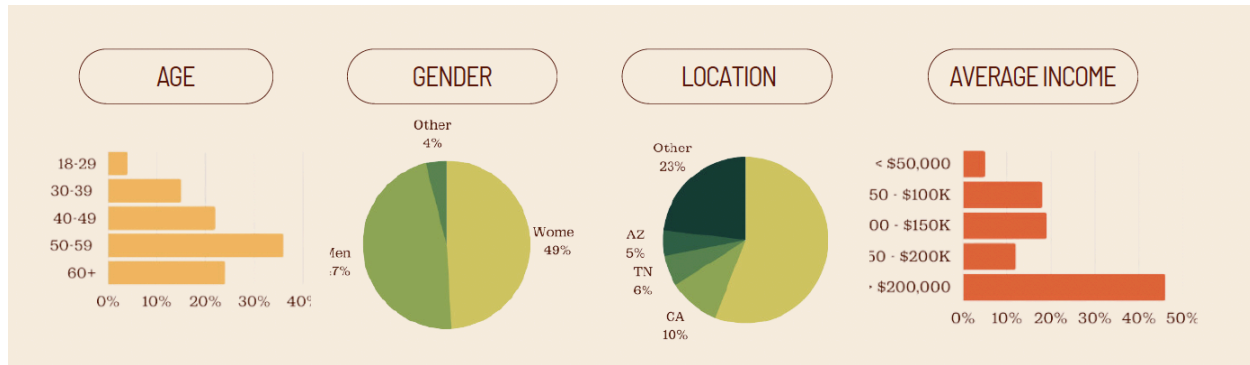
PCSS 2025 – Operations Plan PCSS is seeking sponsors that reflect the vision and purpose of the Park City Song Summit. Sponsorship

will be sold as packages in tiers ranging from \$10k-100k, presented as opportunities to be Lab underwriters, host VIP lounges, create experiential activations, host activities, provide gifting, sell employee incentives, manage signage and display, sell merchandise, offer food & beverage, and produce events.

Marketing

Target participation

- Music lovers who are local and national.
- 55% men, 45% women.
- Age range: 35-65
- 65% in-state attendees, 35% out of state attendees



Advertising avenues

- Website – www.parkcitysongsummit.com
- Social
 - Facebook - <https://www.facebook.com/parkcitysongsummit>
 - Twitter - https://twitter.com/song_summit
 - Instagram - <https://www.instagram.com/parkcitysongsummit/>
- Print marketing
 - Magazines (Park City Magazine, PC Style, local, Variety, Rolling Stone)
 - Newspapers (local, New York Times)
- Email marketing
- Podcasts
- Radio/TV
- Streaming / filming

Park City Song Summit works with a talented marketing team. Their responsibilities include:

- Building the overall Marketing Plan and campaign calendars once all venues and artists are locked in
- Managing all Summit-related show marketing: print, radio, digital, street, contesting + guerilla
- Leading social media and content strategy/execution to build and continually expand reach and fan engagement
- Working with our sponsorship team to identify and cultivate strategic and local brand partnerships that generate earned lift
- Maintaining a progressive and nimble approach to online advertising
- Measuring success through digital analytics to ensure Song Summit is making informed marketing decisions



City Council Staff Report

Subject: Gordo Remediation Update
Author: Ryan Blair
Department: Environmental Regulatory
Date: February 6, 2025

Executive Summary

On September 15, 2022, the Environmental Regulatory Program Manager conducted a City Council work session to review remediation options at the land parcels collectively known as "Gordo." The Council discussed several initiatives, indicating a desire to enter the Environmental Cleanup program with the Utah Department of Environmental Quality ([DEQ](#)).

In November 2022, the City applied and was accepted into the Environmental Cleanup Program (EC) administered by the Division of Waste Management and Radiation Control (DWMRC) with DEQ. Over the past year and a half, the City has completed several important steps within the voluntary program, including developing a Site Characterization Report and sampling efforts, a Risk Assessment, and a Corrective Action Plan (CAP).

The CAP determined what the City needed to do to remediate the site. After completing sampling efforts in 2023, the City analyzed the results to develop a Risk Assessment (RA). The RA used several inputs defined in Utah State Administrative Code R315-101-5 to determine the suitability of a site for residential, commercial, and other site uses. Per the RA, without any controls, the site was unsuitable for Residential and Commercial uses. To become suitable for those uses, the City had to remove all the non-hazardous contaminated soil from the property, including unanticipated material, if confirmation sampling showed the material must be removed.

After receiving Council approval on [May 16, 2024](#), the project started in June of 2024. Samples were taken prior to soil removal to determine the location and destination of the material. Two landfills were selected to receive the material, the closest and preferred destination was Summit County's 3 Mile Landfill (3 Mile) in Coalville. This site was ideal due to its proximity to Gordo (13 miles roundtrip), cutting down on long trips and expensive hauling costs. A truck could complete up to 8 trips a day to 3 Mile. If the material did not meet 3 Mile's standards, then Intermountain Regional Landfill (IRL) was selected as an alternative. IRL is located in Fairfield, Utah, and is approximately 150 miles away round trip. A truck could only complete 2-3 trips a day to this facility.

Pre-excavation sampling showed that approximately half of the material must be disposed of at IRL. The project team initially estimated that 50,000 tons of material would need to be removed. After removing that amount, the project was paused while confirmation sampling occurred to verify all contaminated soil had been removed.

Confirmation sampling showed that an additional 12,000 tons of material must be removed. Ultimately, 62,318 tons of material was excavated from the site, under the close oversight of UDEQ, Terracon, and City employee Ryan Blair. Specifically, 30,226 tons went to 3 Mile, and 32,092 tons went to IRL.

Overall project costs = \$3,057,467.

In total, the City hauled 24% more material than anticipated, and over half of the material went to the further disposal facility. Yet the overall project costs were only 15% higher than anticipated, as we found cost savings in the disposal fee at IRL vs. 3 Mile and efficiency with environmental oversight costs.

The final breakdown of expenses is illustrated in the table below:

Entity	Cost	Notes
3 Mile Landfill	\$1,111,867	Tip fees
IRL	\$583,453	Tip fees
MC Contractors	\$1,260,967	Excavate and haul cost
Terracon	\$27,330*	*Full oversight charges pending (Est. total \$50,000)
Total	\$3,057,467	

The remediation of the Gordo site, long contemplated and debated, is now complete. Accordingly, a final report is under review with DWMRC. Once that report is approved, the City must create an ongoing site management plan. The plan will determine how the City will manage the site to prevent future exposure.

Staff will develop the draft plan by the summer of 2025 and have a final copy approved by DWMRC. There will be approximately \$925,000 left over in the Capital Budget, which we plan to propose to be shifted to other remediation projects and priorities in the City.



PARK CITY COUNCIL MEETING MINUTES

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

January 16, 2025

The Council of Park City, Summit County, Utah, met in open meeting on January 16, 2025, at 2:45 p.m. in the City Council Chambers.

Council Member Dickey moved to close the meeting to discuss property, security, and advice of counsel at 2:45 p.m. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, and Rubell

EXCUSED: Council Members Ciraco and Toly

CLOSED SESSION

Council Member Toly joined via Zoom at 2:46 p.m.

Council Member Rubell moved to adjourn from Closed Meeting at 5:15 p.m. Council Member Parigian seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, Rubell, and Toly

EXCUSED: Council Member Ciraco

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
Council Member Bill Ciraco Council Member Tana Toly	Excused

1 **II. APPOINTMENTS**

2
3 **1. Appointment of Dalton Gackle to Fill a Vacant Historic Preservation Board**
4 **Term through May 2025:**

5 Rebecca Ward, Planning Director, and Dalton Gackle were present for this item. Ward
6 stated there was a vacancy on the board, and Gackle would fill that vacant seat until
7 May of this year.

8
9 Council Member Dickey moved to appoint Dalton Gackle to fill a vacant Historic
10 Preservation Board term through May 2025. Council Member Parigian seconded the
11 motion.

12 **RESULT: APPROVED**

13 **AYES:** Council Members Dickey, Parigian, and Rubell

14 **EXCUSED:** Council Members Ciraco and Toly

15
16 **III. PRESENTATIONS**

17
18 **1. Park City Youth Advisory Council Member Introductions:**

19 Linda Jager, Communications Manager, presented this item and indicated the youth
20 advisory council consisted of students from grades 7-12. They had planned several
21 events including a day at the legislative session. All the students present shared what
22 they were interested in learning while in this club.

23
24 Mayor Worel asserted she was happy the youth council was joining the Council tonight
25 and thought it was great that they were student-led.

26
27 **IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

28
29 **Council Questions and Comments:**

30 Council Member Rubell wanted to follow up from last week's discussion and indicated
31 the Yarrow development was in the applicant's hands. Regarding the Bonanza Park
32 code changes, he asked if there was a high-level timeline to see that through the
33 process. Rebecca Ward indicated the draft code amendments were almost completed
34 and the Planning Commission would review them on February 12th. They had discussed
35 components within the code, and they would be consolidating that and there would be a
36 new zoning district for discussion at that meeting. Then depending on how the
37 discussion went, there would be a few public hearings before going to the Council for
38 consideration.

39
40 Council Member Rubell asked if the development application had a new life in it
41 because of these code changes, and noted this property was in the heart of the new
42 district. He inquired if the applicant would have to apply to leverage the pedestrian
43 improvements impacted in the application. Ward stated that it was up to the applicant,

1 and noted they had applied under the current code so they were vested under that
2 code. Council Member Rubell asked to understand what the options were. Ward
3 indicated there were other elements of the plan that were not compatible with what was
4 envisioned for the site.

5
6 Council Member Rubell stated interviewed applicants for the land use board and was
7 asked what the difference was between the appeal panel and the board of adjustment.
8 He stated there was some discussion that these boards might merge in the future and
9 asked if that discussion could come back to Council for further discussion. Plane
10 reviewed in December she asked Council if they wanted a review of the appeal
11 authorities, and if so, should they proactively reach out to the chairs of the appeal
12 authorities. The meeting with the chairs was scheduled for February 5th, so the
13 discussion would come to Council sometime after that meeting.

14
15 Council Member Rubell asked about the City projects. He asserted a lot of visitors came
16 during the holidays and the projects should be kept at the top of the list. He mentioned
17 the Main Street Area Plan (MSAP), Bonanza Park 5-Acre site, and housing projects
18 such as Clark Ranch. He felt this was an exciting time and wanted to move the projects
19 forward with purpose and get shovels in the ground.

20
21 Council Member Parigian defined partnerships and stated they involved trust. He
22 thought there should be close cooperation and shared responsibilities with partners. He
23 indicated there was a lot of discussion about partnerships and he liked his definition.

24
25 Mayor Worel announced the Council retreat would be held on February 13 and 14 and
26 her State of the City address would be on March 14.

27
28 **V. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON**
29 **THE AGENDA)**

30
31 Mayor Worel opened the meeting for any who wished to speak or submit comments on
32 items not on the agenda.

33
34 Aidan, a Park City High student, asked what steps would be taken to alleviate traffic
35 flow during the Sundance Film Festival. Mayor Worel indicated the public comment
36 period was not for Council to comment, and she referred him to the City website where
37 there was a Sundance page that would address that.

38
39 Mayor Worel closed the public input portion of the meeting.

40
41 **VI. CONSIDERATION OF MINUTES**

42
43 **1. Consideration to Approve the City Council Meeting Minutes from December 19,**
44 **2024:**

Council Member Dickey moved to approve the City Council meeting minutes from December 19, 2024. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, and Rubell

EXCUSED: Council Members Ciraco and Toly

VII. CONSENT AGENDA

1. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2025 Sundance Film Festival:

Council Member Rubell moved to approve the Consent Agenda. Council Member Parigian seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Parigian, and Rubell

EXCUSED: Council Members Ciraco and Toly

VIII. NEW BUSINESS

1. Consideration of Redus Proposal:

Ryan Blair, Property and Environmental Regulatory Services Manager, presented this item and indicated Redus Park City planned on filing an application to entitle seven dwelling units next to an existing residential development. They proposed exchanging land with the City. They would give the City 310 acres which included three trailheads, historic structures, and water rights, and this would require an amendment to the Flagstaff Development Agreement.

Wade Budge represented Redus Park City and was accompanied by Doug Ogilvie. Budge indicated Redus had been in the City for the past 10 years. They had worked together as the City acquired Bonanza Flat as well as the Mine Bench property. Redus wanted to control ownership of some parcels and it was winding down in Park City. They looked for parcels that would be available for the City's consideration. They wanted to amend the development agreement to allow seven units to be built in Empire Pass. There was no need for a rezone, and they were next to another subdivision. They would exchange the fire station parcel, the 310 acres, and water rights for development rights.

Ogilvie stated there were parcels that United Park City Mines left behind. He knew Redus would not be here permanently and wanted to do something with the land. He thought having the land and water rights under City control was better for the long-term health of the community. In exchange, there were 1.5 acres west of Marsac Avenue and four acres by the water tank that they wanted to develop seven units. He asserted open

1 space cost money to maintain. Redus generated reinvestment funds, half of which went
2 to the City. He stated with the proposal they had fixed several ski mountain mining
3 historic structures, which totaled \$1.3 million.

4
5 Ogilvie indicated the exchange would also include the mine complex which was in
6 decay. With the proposed agreement, they would create an additional funding source
7 for the Historic Preservation MOU and add in the Allianz Mining Complex This would
8 take care of many loose ends. He explained all the parcels offered in greater detail.

9
10 Ogilvie explained the City-owned property on the west side of Marsac Avenue had the
11 Tour de Suds trail and they would reconfigure that and put a multifamily building there.
12 The water tank parcel included fire station parcel that would have reverted to Redus.
13 They were going to build on that land and give the fire station parcel portion of the land
14 to the City. He thought seven dwelling units would not add much to the density. The
15 current agreement had a 1% reinvestment fee and half went to the City. With the
16 proposed units they would have a 1.5% reinvestment fee.

17
18 Budge reviewed the process for the exchange. They gave the Council a nonbinding
19 term sheet. If the Council agreed to move forward, they would make an application that
20 would go to the Planning Commission for the planning process and then it would go to
21 the Council for consideration. He asked if this was something they should continue to
22 proceed with. He asked for approval on the nonbinding Letter of Intent.

23
24 Mayor Worel referred to the 1.5-acre parcel on Marsac and asked if there would be four
25 units in a three-story building, to which Ogilvie affirmed. She asked if it was on a steep
26 slope to which Ogilvie said the slope was under 40%.

27
28 Council Member Parigian stated the LOI indicated this would settle outstanding matters
29 related to water impact fees and asked for clarification. Budge stated there was a
30 development agreement provision for the developer to come to the City to determine if
31 the value of the improvements put in the development justified a credit. Those
32 improvements were made years ago, and this statement was intended to be a cleanup
33 item, as well as the exchange of all the proposed parcels.

34
35 Mayor Worel opened public input.

36
37 Sally Wintzer 84060 stated she was thrilled with this proposal and that the City would be
38 in control of the preservation agreements on these parcels. She expressed gratitude for
39 Empire Pass and Ogilvie, and stated he was easy to work with. She noted the Friends
40 of Ski Mountain Mining has secured a National Trust for Historic Preservation District for
41 the Silver King Mine and they were working on the headframe. It would be restored this
42 summer to its original state. This would complete 13 projects that they had been
43 working on since 2015. She noted one thing that could be improved upon was the mill,

1 and she encouraged the City to take ownership of it. She said her group would improve
2 it and make it safe.

3 Mark Fischer 84060 read a prepared statement that said one of the most important
4 community benefits was owning Twisted Branch Road. The upper road was currently
5 dangerous with deep drop offs. He thought Redus could provide the City several
6 community benefits. He proposed Redus grant Twisted Branch Road to the Wasatch
7 County line to the City. He thought the current proposal should not be taken seriously
8 and hoped for a favorable deal in the future.

9
10 John Kenworthy 84060 stated the Planning Commission dealt with Twisted Branch
11 Road for years and it was unsafe. This was the time to open Twisted Branch and if
12 Redus did not grant it, the proposal should be rejected. He wanted the promises turned
13 into action.

14
15 Mayor Worel closed public input.

16
17 Council Member Rubell indicated the City couldn't do everything at once and often it
18 was hard to do anything. This proposal had a lot of parts. The City got a lot of land that
19 it could protect from development, cash contributions, and water benefits from this
20 proposal. Most of the land Redus would own through reversion and he felt it was a good
21 proposal. Regarding Twisted Branch Road, he wanted to learn more about it since it
22 went through other jurisdictions. Council Member Dickey supported the agreement and
23 noted there was more than land, but also water rights.

24
25 Council Member Parigian asked if Redus owned most of Twisted Branch, to which
26 Budge affirmed and stated they owned it with another jurisdiction because it was a state
27 highway. They were in discussions with the other jurisdiction to help come to a
28 resolution regarding this road. Council Member Parigian stated the City would receive a
29 lot of open space with low impact so he supported it.

30
31 Council Member Dickey moved to authorize the Mayor to enter into a Letter of Intent
32 with Redus. Council Member Rubell seconded the motion.

33 **RESULT: APPROVED**

34 **AYES:** Council Members Dickey, Parigian, and Rubell

35 **EXCUSED:** Council Members Ciraco and Toly

36
37 **IX. OLD BUSINESS**

38
39 **1. Sales Tax and Property Tax Overview:**

40 Robbie Smoot and Jed Briggs, Budget Department, presented this item. Smoot
41 reviewed different types of sales tax, including combined sales tax, local option, resort
42 tax, point of sale tax, transient room tax (TRT) and first to fifth quarter taxes. He
43 indicated the combined sales tax rate was 9.55% and Summit County's sales tax was

1 7.65%. The difference was because of the resort tax and transit tax. He noted the
2 mandatory total sales tax statewide was 6.1%

3
4 Smoot reviewed the history of the state, county, and city sales tax. He stated the local
5 option funded operations in the General Fund. The resort tax went to capital and debt
6 service, the transit tax went to transportation, and transient room tax funded the
7 Bonanza District capital and debt service.

8
9 The local option sales tax was 1% and had a 50/50 rule in which the City received 50%
10 and the other 50% was distributed all over the state based on entity population. Overall,
11 Park City retained 57% of the 1% tax. The additional resort tax funded capital
12 improvements, open space, affordable housing, downtown infrastructure, and debt
13 service. Council Member Dickey asked what goods and services were excluded from
14 the resort tax and additional resort tax, to which Smoot indicated food, prescriptions,
15 and vehicle purchases, but it was part of the base sales tax rate, so it included most
16 everything. He reviewed the County's revenue from their sales tax, and the opportunity
17 the City had to receive some of that revenue for recreation, arts, and parks. Council
18 Member Dickey asked if the City had to use part of TRT revenue for tourism to which
19 Smoot said no.

20
21 Smoot explained Transportation sales tax was distributed by quarter to different entities:
22 first quarter was municipal mass transit tax for Park City only. The second quarter was
23 additional mass transit tax and was distributed by point of service. Park City's share was
24 approximately \$4 million per year. The third quarter was the county option transportation
25 tax and funded three buckets: pay as you go projects, a bond issued to fund projects,
26 and the Small Cities Grant Program. Funds from the Small Cities Grant Program were
27 distributed through an application process. The fourth quarter was the county option
28 highway or transit tax and state code determined distribution. The fifth quarter was the
29 county public transit tax and Park City didn't receive any of that, but it funded High
30 Valley Transit.

31
32 Mayor Worel asked which tax revenue was from online sales. Smoot stated those went
33 to state, county, and municipal combined taxes. Council Member Parigian asked what
34 the total online sales tax rate was, to which Smoot stated 9.05%, but in July it would
35 increase to 9.55%. Council Member Rubell asked about the transportation tax and
36 understood the presentation to say the City contributed \$15 million towards Summit
37 County's tax revenue and the City got back \$8 million. He asked if the \$8 million was
38 used within the City limits or if there was a requirement to use it regionally. Smoot
39 stated the only revenue with restrictions was third quarter tax revenue. Council Member
40 Rubell asked if the remaining \$7 million was used unrestricted by the County. Smoot
41 indicated there were some restrictions on how the funds could be used.

42
43 Council Member Dickey asked what percentage of sales tax was paid by residents
44 versus visitors, to which Smoot indicated the majority of sales tax revenue came from

1 visitors. Matt Dias stated a few years ago it was almost 90% from visitors. Council
2 Member Dickey asked if resort sales tax and additional resort sales tax were maxed out,
3 to which Smoot affirmed.

4 Briggs reviewed property taxes and indicated the City's revenue portion percentage was
5 decreasing over time. He indicated a GO bond retired and another one would retire this
6 year, making \$2.3 million savings. He explained that as assessed property values went
7 up, the tax rate went down. Unless a city increased the rate, the revenue would stay the
8 same, unless there was new growth.

9
10 Council Member Parigian asked who determined the percentage of property taxes that
11 went to the school board. Briggs stated that was determined by the school board. They
12 would go through truth in taxation process and raise taxes. Council Member Rubell
13 asked if the Summit County figure on the presentation included special service districts,
14 to which Briggs affirmed. Council Member Rubell stated the residents' property taxes
15 had doubled in the last few years and asked why that was. Briggs stated the biggest
16 increase was because of the increased school district tax. Council Member Rubell
17 asked how assessed property values played into the increase. Briggs indicated it
18 depended on when the property was assessed. But a newly assessed property would
19 include all the rate increases. He noted the City could not bring in more money except
20 for new growth.

21
22 Council Member Dickey asked if the City had ever gone through a truth in taxation
23 process. Briggs indicated he talked to the county ten years ago and their records went
24 back to the 1970s, and they didn't have any records of a rate increase. He noted sales
25 tax revenues and new growth had been great. Council Member Rubell asked what the
26 City's total assessed value was, to which Briggs stated \$20 billion. Council Member
27 Rubell asked if a \$100 million new development would result in increased property tax
28 revenue, to which Briggs affirmed.

29
30 **X. ADJOURNMENT**

31
32 With no further business, the meeting was adjourned.
33
34
35

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

January 21, 2025

The Council of Park City, Summit County, Utah, met in open meeting on January 21, 2025, at 3:30 p.m. in the City Council Chambers.

Council Member Toly moved to close the meeting to discuss property, litigation, and advice of counsel at 3:30 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, and Toly

EXCUSED: Council Member Rubell

CLOSED SESSION

Council Member Rubell arrived via Zoom at 3:31 p.m.

Council Member Ciraco moved to adjourn from Closed Meeting at 5:15 p.m. Council Member Parigian seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell (via Zoom) Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present

None	Excused
------	---------

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Mayor Worel praised the Police Chief and staff for making the decision to close Main Street to vehicles for the Sundance Film Festival. She was looking forward to the festival.

Staff Communications Reports:

1. Insurance Policy Updates:

Council Member Rubell asked if the City was still using URMA. Sarah Pearce, Deputy City Manager, indicated the City joined mid-session and it would take a couple of cycles to fully be onboard with URMA. Currently, the City had to get separate property insurance because of the electric buses.

2. Nonprofit Services Advisory Committee and Conflicts of Interest:

Council Member Rubell noted that the examples in the second paragraph of the background section of the staff report made him think that they should be in the policy, especially regarding business dealings with a non-profit. He asked if the Council supported moving forward with hardening the conflict-of-interest language so that situation would be improper and not self-selected. Council Member Rubell thought it should be mandatory to recuse if a board member had business dealings with a non-profit. Council Members Ciraco and Parigian agreed to that suggestion. Council Member Dickey asked if it was already in the code. Plane clarified Council Member Rubell requested the code be amended to require recusal in certain situations. Referring to the example in the staff report, she noted the business dealing was not part of the same arm of the non-profit requesting funding. She recommended adding language that stated if you have any business dealings defined broadly with an entity requesting funding, you must disclose or recuse. She recommended adding that language to the Nonprofit Services Advisory Committee code.

Council Member Parigian reviewed that when the board was created, there was an applicant who was also running for school board. He wanted to prohibit elected officials from being on the board. Council Member Rubell supported that recommendation. Plane indicated she would discuss this with Hans Jaspersen and they would bring back options. The Council supported bringing this back for further discussion.

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.

Jusuf Bozkir 84098 indicated he was concerned with unauthorized taxi service. These drivers didn't take the required steps required for taxi service. His friend was assaulted by one of the unauthorized drivers. He felt Park City was a hospitality city and these illegal drivers were picking up Park City tourists. He explained the process for becoming authorized.

Council Member Rubell indicated the Transportation team was looking into the illegal taxis and he asked for a follow-up. Mayor Worel thought this would be good to look at again.

Mike Wong 84060 noticed a trend that businesses were not accepting cash. He thought this was discriminatory to certain groups of people. He hoped that it could be discussed by Council.

Tim Sanderson, Transportation Director, introduced the new Transportation Manager, Bill DeGroot, and indicated he came here from Michigan. DeGroot stated he was excited to be here and looked forward to developing the Transit Team.

Mayor Worel closed the public input portion of the meeting.

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from January 9, 2025:

Council Member Dickey moved to approve the City Council meeting minutes from January 9, 2025. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

V. CONSENT AGENDA

1. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2025 Sundance Film Festival:

2. Request to Approve the McPolin Farm 2025 Events:

Council Member Dickey moved to approve the Consent Agenda. Council Member Parigian seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VI. NEW BUSINESS

1. Open and Public Meetings Act (OPMA), Government Records Access and Management Act (GRAMA), and Ethics Act Updates:

Margaret Plane, City Attorney, and Michelle Kellogg, City Recorder, presented this item. Plane reviewed this was required annual training for the Council. She explained the Open and Public Meetings Act (OPMA) was in place to ensure the public's business was done in public. There was a training video produced by the State and Plane indicated she would send Council the link to view at their convenience. She summarized noticing requirements and items that were required to be discussed openly. Closed meetings could only be held for certain reasons and there were several restrictions to abide when in closed meetings.

Plane discussed texting during public meetings and advised the Council not to text each other during the meeting. Mayor Worel indicated she received comments regarding members of the Council texting during meetings. Council Member Toly agreed not to text. Council Member Dickey stated he sometimes had to text regarding his business. Council Member Toly noted she had a business but did not want the public to perceive wrongdoing, so she did not look at her phone. Council Member Parigian indicated he sometimes responded to personal texts. Council Member Ciraco stated he responded to his family's texts. Council Member Rubell agreed there should not be texting about the meeting or with constituents during the meeting.

Mayor Worel summarized there should not be texting about the meeting or with constituents during the meeting, but the Council would text when family or work emergencies arose. Matt Dias stated staff would review the Council protocols and bring revisions to them at the Council retreat.

Kellogg explained GRAMA law, and indicated the City had a record number of requests in 2024. She defined "record" for the purpose of GRAMA. There were four types of records: public, private, controlled, and protected. She discussed drafts and how they are determined to be records or not. Plane expounded that when officials or staff comment on drafts via text or email, those comments are a record even though the draft was not a record. Kellogg noted that phone calls and in person conversations were not records, and that might be the preferred mode of communication on some issues. She reviewed the process for making a records request, the time staff had to fulfill the request, and the process for appealing if records were denied. Council Member Toly asked if anyone could request that the records be sent to them in an expedited amount of time. Kellogg stated anyone could request an expedited response, but they would have to give a reason justifying the expedited request. Then staff would evaluate that

1 reason. Most of the time, staff respected expedited requests by the media as long as
2 the request was not an overly large amount of information.

3
4 Plane referred to the Ethics law and stated elected officials needed to do three things:
5 openly disclose conflicts of interest, don't use their position to benefit personally, and
6 don't tell secrets. She reviewed conflict of interest disclosures and the requirement to
7 update those annually. She noted rules on gifts, especially action taken or action
8 promised. She gave some ethics scenarios and had the Council respond.

9
10 Council Member Ciraco moved to close the meeting to discuss property, litigation, and
11 advice of counsel at 6:15 p.m. Council Member Dickey seconded the motion.

12 **RESULT: APPROVED**

13 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

14
15 **CLOSED SESSION**

16
17 Council Member Ciraco moved to adjourn from Closed Meeting at 7:15 p.m. Council
18 Member Dickey seconded the motion.

19 **RESULT: APPROVED**

20 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

21
22 **VII. ADJOURNMENT**

23
24 With no further business, the meeting was adjourned.

25
26
27

Michelle Kellogg, City Recorder



City Council Staff Report

Subject: Janitorial Cleaning Services
Author: Troy Dayley, Public Works Director
Department: Public Works, Building Maintenance
Date: February 6, 2025

Recommendation

Staff requests City Council Authorize the City Manager to exercise the option to extend the existing contract for cleaning services of municipal buildings to BuzyBee Cleaning and Maintenance, for a not-to-exceed amount of \$834,429.00.

Executive Summary

On [January 6, 2022](#), the City Council approved a Professional Services Agreement with BuzyBee Cleaning and Maintenance for janitorial cleaning services for the City's municipal buildings/facilities in an amount not to exceed \$376,167.72, with an annual 3% Consumer Price Index increase per year. The contract term was three (3) years, with an optional two (2) year extension.

- In November 2021, a Request for Proposals was issued.
- Four (4) proposals were received.
- The lowest qualified bidder was, BuzyBee Cleaning and Maintenance for \$376,167.72 annually, which includes \$9,252.00 for Special Event cleaning costs.
- All other bids received were considerably higher ranging 35-53% higher than the lowest bid.

Analysis

The two-year extension with BuzyBee Cleaning and Maintenance ensures uninterrupted and continuous cleaning services for City facilities, upholding the City's high standards. This includes deep cleaning and enhanced responsiveness to special event cleaning needs.

Public Works will issue a new Request for Proposals ahead of the 2027 expiration of this extension to solicit new proposals.

Funding

General Fund.

- Staff anticipates a budget request to cover the additional 3% increases.

Exhibits

- Attachment A: 2022 Cleaning Services Contract

2022 JANITORIAL CLEANING SERVICES Professional Services Agreement



OWNER
PARK CITY MUNICIPAL CORPORATION
PUBLIC WORKS
PO BOX 1480
PARK CITY, UTAH 84060

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this 11 day of February, 2022, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **BUZY BEE CLEANING & MAINTENANCE, INC.**, a Utah corporation, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**", and incorporated herein (the "Project"). The total fee for the Project shall not exceed **THREE HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED SIXTYSEVEN DOLLARS AND SEVENTYTWO CENTS (\$376,167.72) ANNUALLY PLUS A THREE PERCENT (3%) INCREASE PER YEAR AFTER THE FIRST YEAR.**

The City has designated Mike Lennon, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed. The Notice to Proceed will not be issued prior to the full execution of this Agreement. The date on which this Agreement is fully executed shall be the execution date, which date shall be commencement of the Term. The Term shall end on February 13, 2025, or earlier as provided herein, unless extended by mutual written agreement of the Parties. City may, in its sole discretion, extend the Term for an additional two (2) years.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “**Exhibit B,**” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or his/her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.
- G. The City reserves the right to refuse payment for services that have not been performed by the Service Provider. The City will request in writing a refund and/or an updated invoice with uncompleted services deducted from the original invoice.

In the event the Service Provider fails to complete all the work required during the time limits set within the Scope of Services, then for each partial or complete day which the work remains uncompleted thereafter, the Service Provider agrees to pay the City **One Hundred Dollars (\$100.00)** which the parties believe, due to the difficulty of assessing the actual damages the City will suffer in event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair and is not a penalty.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

- E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- G. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- H. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

11. NONDISCRIMINATION.

Any Service Provider that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

- A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy- related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify,

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney’s fees and other costs incurred in connection with that action or proceeding.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

22. COUNTERPARTS.

This Agreement 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.

23. ELECTRONIC SIGNATURES.

Each party agrees that the signatures of the parties included in this Agreement, 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 Agreement to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

DocuSigned by:

Matt Dias

Matt Dias, City Manager

Attest:

DocuSigned by:

Michelle Kellogg

City Recorder's Office

Approved as to form:

DocuSigned by:

Tom Daley

City Attorney's Office

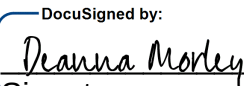
PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
SERVICE PROVIDER:

BUZY BEE CLEANING & MAINTENANCE, INC.,
a Utah corporation

Address: 5824 S Turner Dr.
City, State, Zip: Salt Lake City, Utah 84121

Tax ID#: 20-8777213

Business License # 6474733-0142

DocuSigned by:

Signature DocuSigned by: Deanna Morley 3549D...

Deanna Morley
Printed name

owner
Title

THE CITY REQUIRES THE SERVICE PROVIDER TO COMPLETE EITHER THE NOTARY BLOCK
OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

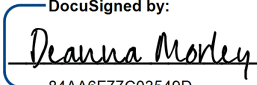
On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of BUZY BEE CLEANING & MAINTENANCE, INC., a Utah corporation, by authority of its Bylaws/Resolution of the Board of, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for BUZY BEE CLEANING & MAINTENANCE, INC..

Notary Public

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.
Signed on the 10th day of February 202022 at Utah, Salt Lake County
(insert State and County here).

Printed name Deanna Morley

Signature:  Deanna Morley
DocuSigned by:
84AA6F77C03549D...

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A” SCOPE OF SERVICES

Locations

(Renderings not perfectly to scale)

Location 1.

Police Facility on SR 224– 2060 Park Avenue

All cleaning to be completed five (5) days per week, Monday through Friday from 9:00AM until 1:00PM.

Daily Cleaning Projects:

RESTROOMS (5):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean and disinfect all handrails and doorknobs
- Clean mirrors
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

LOCKER ROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops and benches
- Clean and disinfect all handrails and doorknobs
- Clean mirrors
- Clean and disinfect showers
- Wipe down lockers, partitions, and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS – CORRIDORS AND STAIRS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect doorknobs and water fountains
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum or sweep and mop all stairways
- Clean and disinfect all handrails and doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

ENTRANCE, LOBBY, ENTRY DESK AREA AND TRAINING ROOM:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect water fountains
- Clean all interior/exterior glass doors, windows, and window ledges, as needed.
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

DISPATCH AREA (TOC AND SIDE OFFICE):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect large tables
- Clean and disinfect all doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

DISPATCH KITCHEN AREA (NORTHEAST CORNER):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect tables, counter tops, and sink
- Clean and disinfect all doorknobs
- Wipe down lockers and walls
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

OFFICER KITCHEN AREA (SOUTHWEST CORNER):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect tables, counter tops, and sink
- Clean and disinfect all doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERVIEW ROOMS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Spot clean fabric chairs or couches as needed
- Clean and disinfect all handrails and doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ELEVATOR:

- Pick up all trash and dispose of in dumpster
- Polish stainless steel, wipe down walls and doors, and disinfect buttons
- Clean and disinfect all handrails and doorknobs

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Sweep, mop, and disinfect hard surfaced floors, if applicable

BASEMENT LEVEL:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect doorknobs and water fountains
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

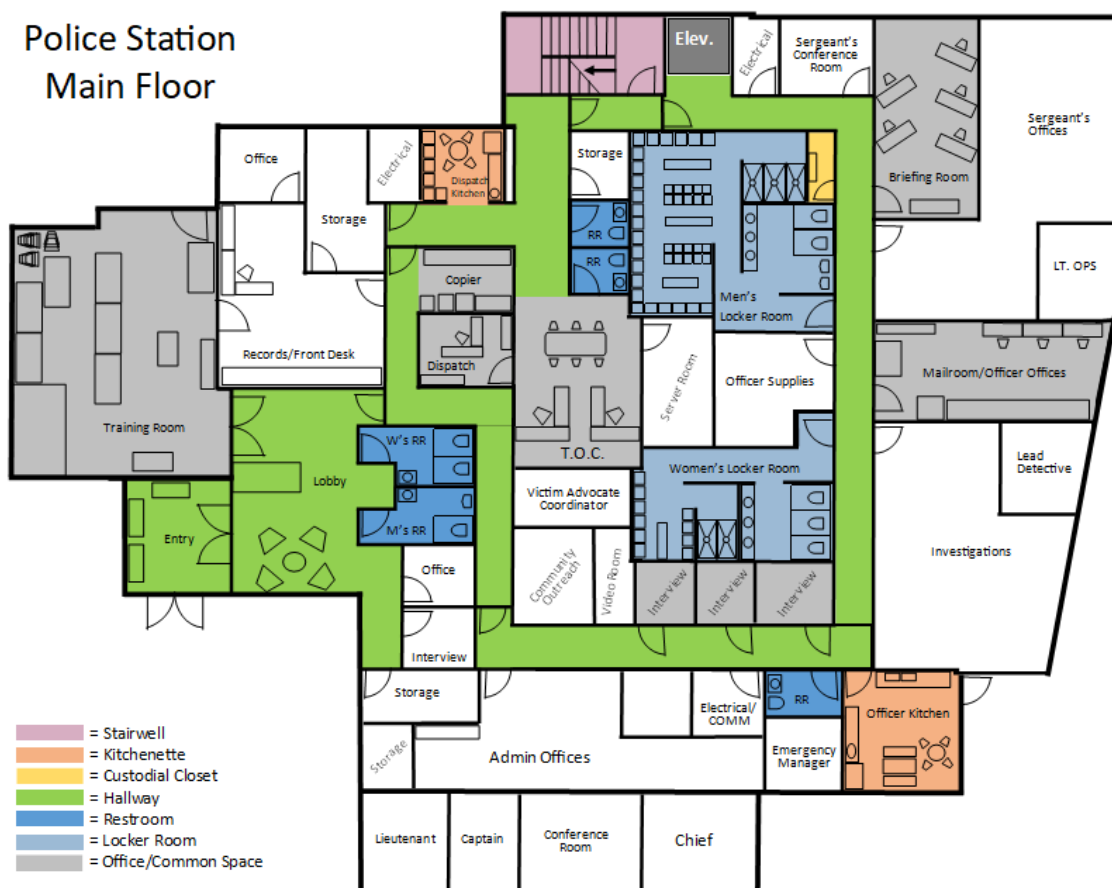
- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have proper MSDS Book

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

POLICE RENDERINGS

Police Station
Main Floor



Police Station
Lower Level



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 2.

Marsac Building – 445 Marsac Avenue

All cleaning to be completed five (5) days per week, Monday through Friday from 6:00 AM until 8:00 AM.

Daily Cleaning Projects:

RESTROOMS (4):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean and disinfect all handrails and doorknobs
- Clean mirrors
- Wipe down partitions and walls
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS – CORRIDORS, HALLWAYS, STAIRS AND RAMPS

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Clean and disinfect water fountains
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum or sweep and mop all stairways
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ENTRANCES

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

CONFERENCE ROOM

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

COUNCIL CHAMBERS

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, in and around furniture, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

KITCHEN AREA:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean tables, counter tops, and sink(s)
- Clean all interior glass doors, windows, and window ledges, as needed
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ELEVATOR:

- Polish stainless steel, wipe down walls and doors, and disinfect buttons
- Clean and disinfect all handrails and doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

MARSAC RENDERINGS

Marsac City Hall
First Floor



**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

**Marsac City Hall
Second Floor**



**Marsac City Hall
Third Floor**



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

**Location 3.
Library Center – 1255 Park Avenue**

All cleaning to be completed seven (7) days per week from 2:00 AM until 6:00 AM.

Daily Cleaning Projects:

RESTROOMS (9):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect water fountains as needed outside restrooms [(3) – one on each floor]
- Clean mirrors
- Wipe down partitions and walls
- Clean all interior glass doors, windows, and window ledges, as needed.
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS – CORRIDORS, ENTRANCE AND STAIRS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed.
- Vacuum or sweep and mop all stairways
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ELEVATOR:

- Polish stainless steel, wipe down walls and doors, and disinfect buttons
- Clean and disinfect all handrails and doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

FREE STANDING BOOKSHELVES – ALL LEVELS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Dust tops of all bookshelves*
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

* Note: Please do not dust individual shelves. This is done by library staff.

PUBLIC SEATING (5) – ALL LEVELS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Spot clean fabric chairs or couches as needed
- Vacuum all carpeting under tables and chairs, including mats, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Sweep, mop and disinfect hard surfaced floors

PUBLIC COMPUTER STATIONS (2) – ALL LEVELS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

MEETING ROOMS 101, 201, AND 301:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Clean all interior glass doors, windows, and window ledges, as needed
- Clean and disinfect countertops and sink
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

CHILDREN'S STORYTIME ROOM – LEVEL 1

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed.
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop and disinfect hard surfaced floors

KID'S MOUNTAIN READING AREA – LEVEL 1

- Spot clean fabric chairs, couches, and vinyl seating as needed
- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

YOUCREATE MEDIA LABS (2) – LEVEL 1

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Clean all interior glass doors, windows, and window ledges, as needed.
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

LUCKY ONE'S COFFEE LOUNGE – LEVEL 1

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Clean all interior glass doors, windows, and window ledges, as needed.
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop and disinfect hard surfaced floors

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

READING ROOM – LEVEL 2

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed.
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Spot clean fabric chairs, couches, and vinyl seating as needed
- Dust tops of all bookshelves.*
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

* Note: Please do not dust individual shelves. This is done by library staff.

NORTH & SOUTH CONFERENCE ROOMS – LEVEL 2:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed.
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

STUDY ROOMS (8) – LEVEL 2

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Spot clean fabric chairs, couches, and vinyl seating as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

STAFF OFFICES – LEVEL 2 (ONE time per week: Fridays):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass windows and doors as needed
- Spot clean fabric chairs, couches, and vinyl seating as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

STAFF KITCHEN – LEVEL 2 (ONE time per week: Fridays):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Restock all paper products and soap
- Clean all interior glass doors, windows, and window ledges, as needed.
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

SANTY AUDITORIUM – LEVEL 3:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Use blower to remove trash and debris from under/in-between seats
- Vacuum all carpeting, including mats, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Sweep, mop and disinfect stage (once a month)

SANTY AUDITORIUM COMMUNITY SPACE – LEVEL 3:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed.
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

KITCHEN – LEVEL 3:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean all interior glass doors, windows, and window ledges, as needed.
- Clean and disinfect countertops
- Clean and disinfect sink with stainless steel cleaner
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

LIBRARY RENDERINGS

Library

First Floor

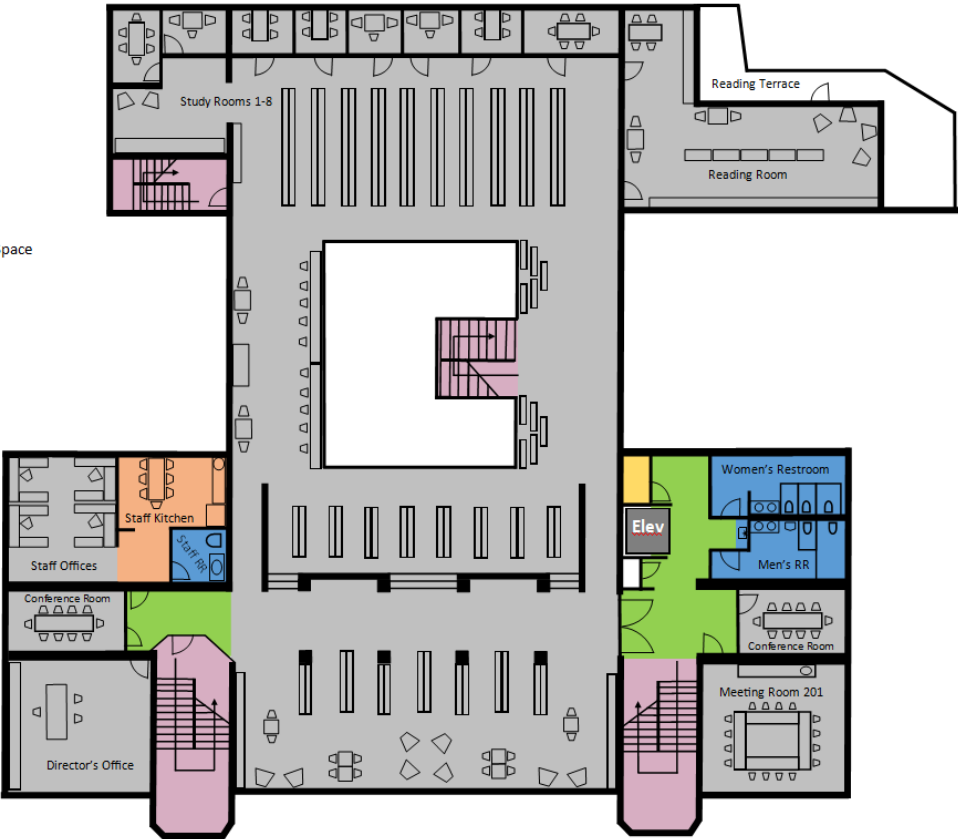
- = Stairwell
- = Kitchenette
- = Custodial Closet
- = Hallway
- = Restroom
- = Locker Room
- = Office/Common Space



PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

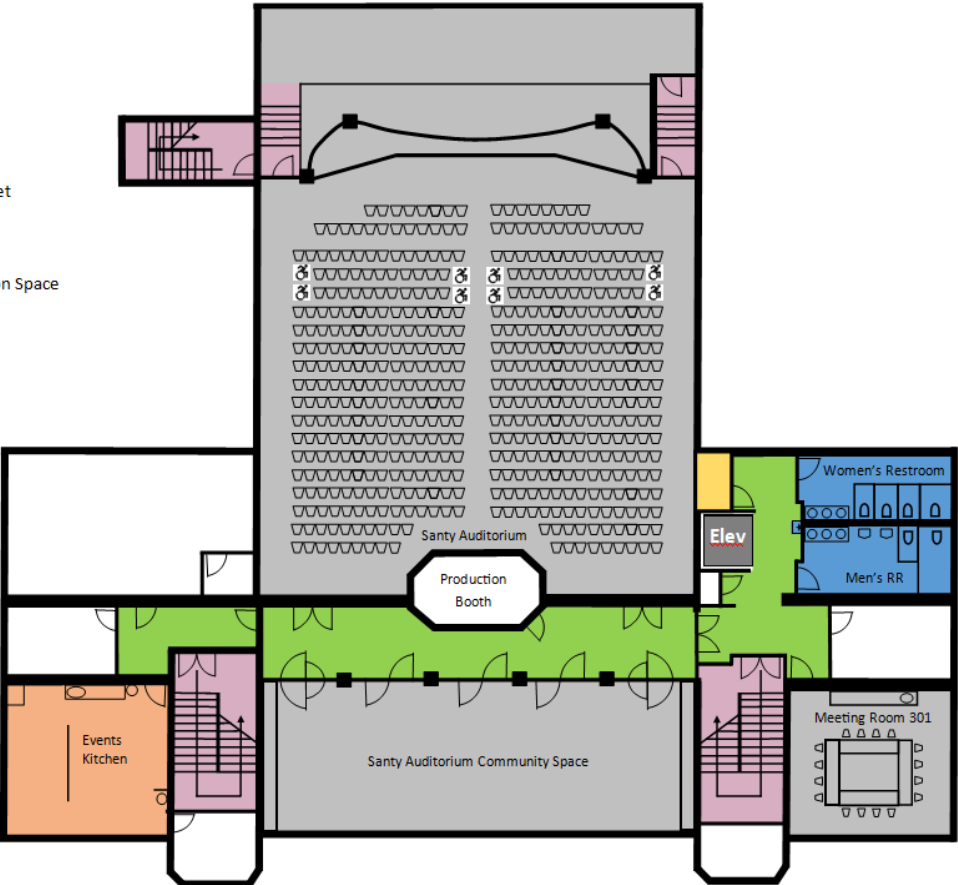
Library
Second Floor

- = Stairwell
- = Kitchenette
- = Custodial Closet
- = Hallway
- = Restroom
- = Locker Room
- = Office/Common Space



Library
Third Floor

- = Stairwell
- = Kitchenette
- = Custodial Closet
- = Hallway
- = Restroom
- = Locker Room
- = Office/Common Space



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 4.

Miners Hospital – 1354 Park Ave.

4a: (October 1 – March 1) All cleaning to be completed three (3) days per week, Monday, Wednesday, Friday from 5:00 AM until 6:00 AM.

4b: (June 1 – Labor Day) All cleaning to be completed five (5) days per week, Monday through Friday from 9:00 AM until 10:00 AM.

Daily Cleaning Projects:

RESTROOMS (3):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean and disinfect all handrails and doorknobs
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS – CORRIDORS, ENTRANCES AND STAIRS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

OFFICES:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

KITCHEN AREA:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean tables, counter tops. and sink
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

MEETING ROOMS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

MINER'S HOSPITAL RENDERINGS



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 5.

PC MARC – 1200 Little Kate Road

All cleaning to be completed seven (7) nights per week from 9:00 PM until 1:00 AM.

Daily Cleaning Projects:

RESTROOMS (6):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

LOCKER ROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Clean and disinfect showers
- Check sauna and spot clean
- Wipe down lockers, partitions, and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

CHILDREN'S PLAYROOM AND RESTROOM (1):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, and toilet
- Clean all interior glass doors, windows, and window ledges, as needed
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Spot clean fabric chairs, mats, or couches as needed
- Clean and disinfect all flush handle and underside of toilet
- Clean mirrors
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

INTERIOR COMMON AREAS – CORRIDORS, CENTRAL SITTING AREAS, STAIRS, AND ENTRY DESK:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Clean and disinfect water fountains
- Spot clean fabric chairs, mats, or couches as needed
- Pick up any trash left in common areas that may have been missed by staff
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum or sweep, mop and disinfect stairways
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

NOTE: Please do **not clean, dust, or wipe down any gym equipment (i.e., treadmills, elliptical, weights, etc.).*

KITCHEN AREAS (3) & PARTY ROOM (1):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean tables, counter tops, and sink(s)
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ELEVATOR:

- Polish stainless steel, wipe down walls and doors, and disinfect buttons
- Clean and disinfect all handrails and doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

STAFF OFFICES & CLIMBING WALL (cleaning on Fridays and Tuesdays ONLY):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting in Climbing Zone*.
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

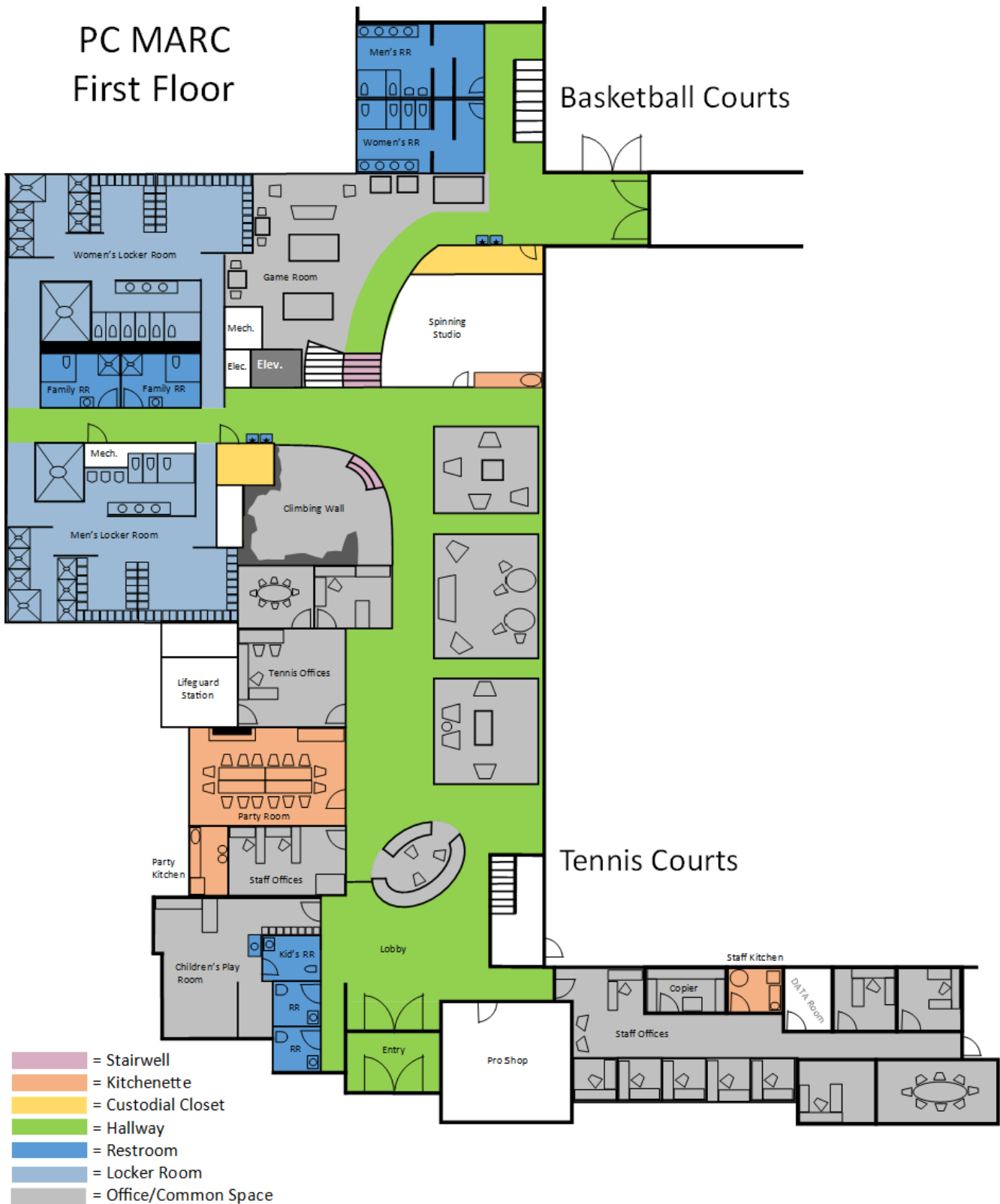
**NOTE: Mats will be stacked in different locations before each night.*

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

PC MARC RENDERING



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 6.

Public Works West Building – 1053 Iron Horse Drive

6a: (November 1 – April 1) All cleaning to be completed seven (7) days per week from 8:00 AM until 12:00 PM.

6b: (April 1 – November 1) All cleaning to be completed five (5) days per week, Monday through Friday from 8:00 AM until 12:00 PM.

Daily Cleaning Projects:

RESTROOMS (6):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

LOCKER ROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Clean and disinfect showers
- Clean all interior glass doors, windows, and window ledges, as needed
- Wipe down lockers, partitions, and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS – CORRIDORS, ENTRANCE AND STAIRS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect water fountains
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum or sweep, mop, and disinfect stairways
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

COMMON OFFICE AREAS – ADMIN ENTRY DESK, OFFICES [all three levels] (Cleaning on Tuesday and Thursday ONLY):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Wipe down tables and counters
- Clean all interior glass doors, windows, and window ledges, as needed
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Spot clean fabric chairs or couches as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

BREAK ROOM/KITCHEN (3):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean tables, counter tops, and sink(s)
- Clean all interior glass doors, windows, and window ledges, as needed
- Clean and disinfect doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

TRAINING ROOM in 1616 Shortline Road Housing Building (20 sq. foot area)

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect doorknobs
- Clean and disinfect tabletops, countertops, and hard surfaced chairs, if applicable
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ELEVATOR:

- Polish stainless steel, wipe down walls and doors, and disinfect buttons
- Clean and disinfect all handrails and doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

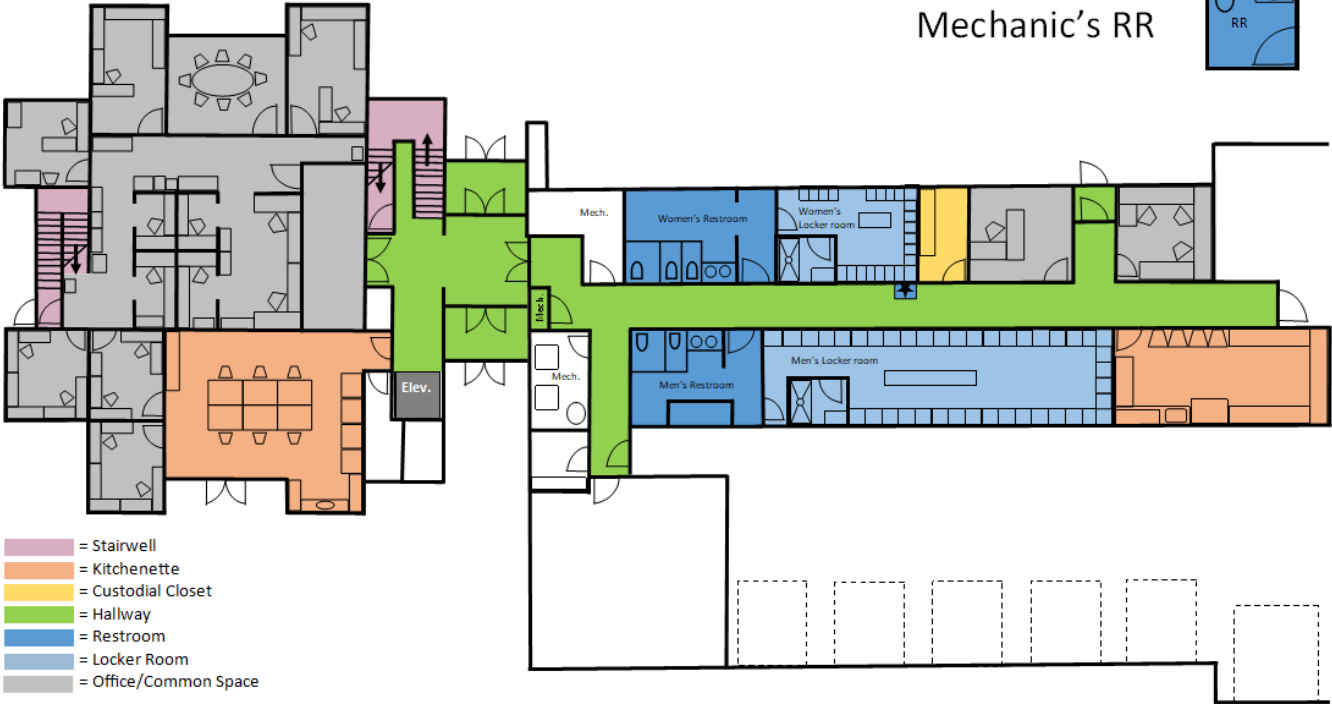
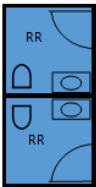
ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
PUBLIC WORKS WEST RENDERINGS**

Public Works
West Building
First Floor

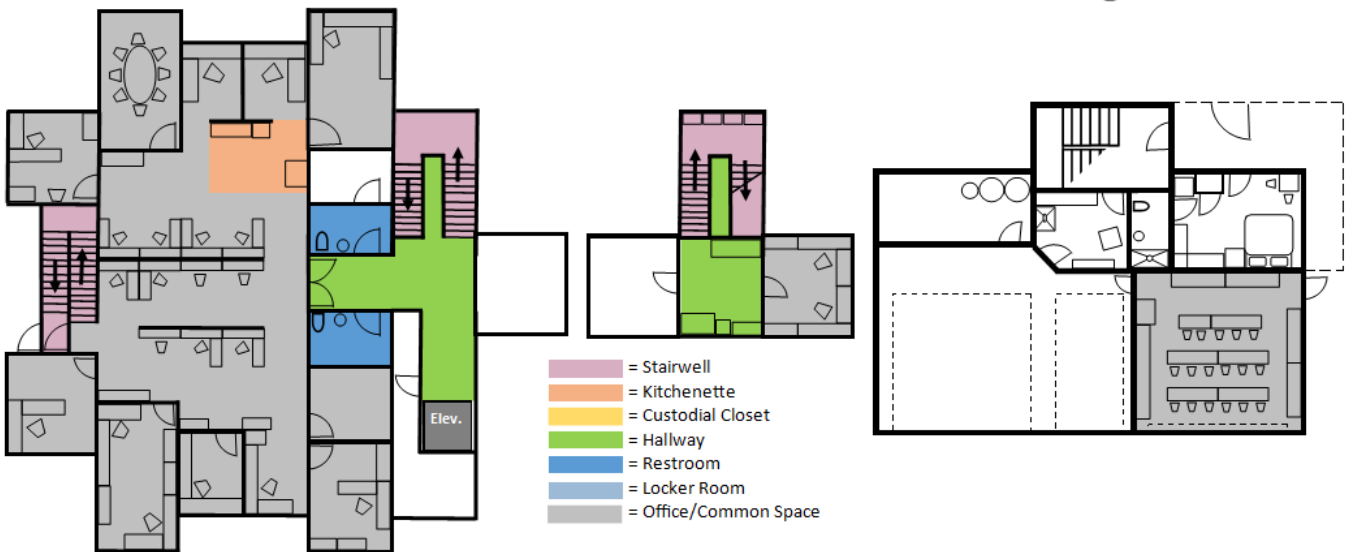
Public Works
West Building
Mechanic's RR



Public Works
West Building
Second Floor

Public Works
West Building
Third Floor

Public Works
1616 Shortline RD
Training Room



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 7.

Public Works East Building – 1053 Iron Horse Drive

7a: (November 1 – April 1) All cleaning to be completed seven (7) days per week from 1:00 PM until 4:00 PM.

7b: (April 1 – November 1) All cleaning to be completed five (5) days per week, Monday through Friday from 1:00 PM until 4:00 PM.

Daily Cleaning Projects:

RESTROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS – CORRIDORS, ENTRANCE AND STAIRS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect water fountains
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum or sweep, mop and disinfect stairways
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

COMMON OFFICE AREAS (Cleaning on Tuesday and Thursday ONLY):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Wipe down tables and counters
- Clean all interior glass doors, windows, and window ledges, as needed
- Clean and disinfect tabletops and hard surfaced chairs, if applicable
- Spot clean fabric chairs or couches as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

BREAKROOM/KITCHEN:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Clean and disinfect all tabletops, counter tops, and sinks
- Clean all interior glass doors, windows, and window ledges, as needed.
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

GARAGE BREAK ROOM (60 sq. foot area, Monday thru Friday ONLY):

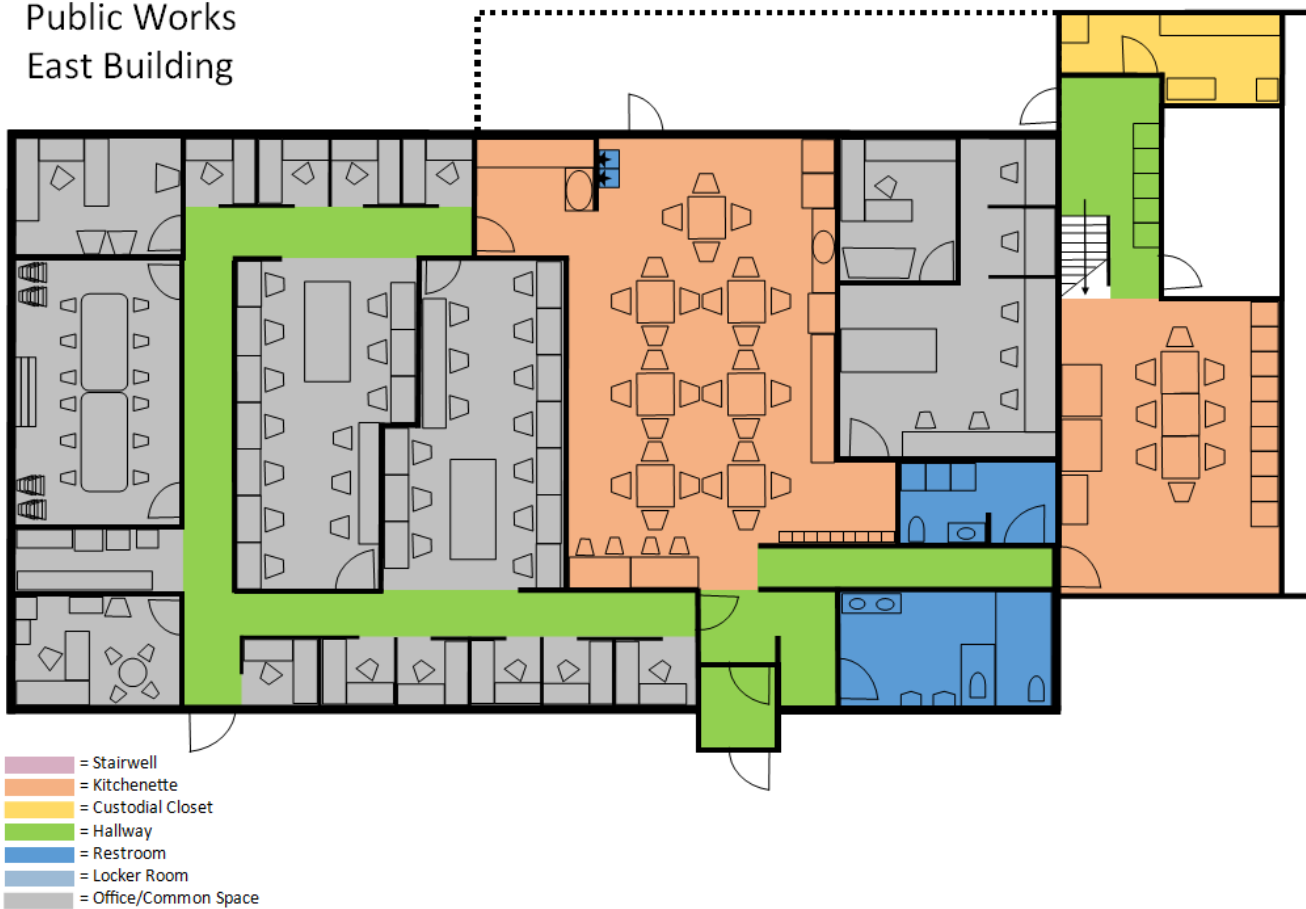
- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all tabletops
- Clean and disinfect all handrails and doorknobs
- Wipe down lockers, partitions, and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

PUBLIC WORKS EAST RENDERING

Public Works
East Building



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 8.

Quinn's Water Treatment Plant – 2800 Richardson Flat Road

All cleaning to be completed two (2) days per week, Monday and Thursday, from 7:00 AM until 9:00 AM.

Daily Cleaning Projects:

BATHROOMS (4):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean and disinfect showers
- Clean mirrors
- Clean and disinfect water fountains
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

LOCKER ROOM

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all benches and doorknobs
- Wipe down lockers, partitions, and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

LAB

- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

OFFICES

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

KITCHEN

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

QUINN’S WATER TREATMENT PLANT RENDERINGS

Quinn’s Water Treatment Plant
First Floor



Quinn’s Water Treatment Plant
Second Floor



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 9.

Quinn's Maintenance Building – 425 FJ Gilmore Way

All cleaning to be completed two (2) days per week, Monday and Thursday, from 6:00 AM until 7:00 AM.

Daily Cleaning Projects:

RESTROOMS (1):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS –AND OFFICE:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

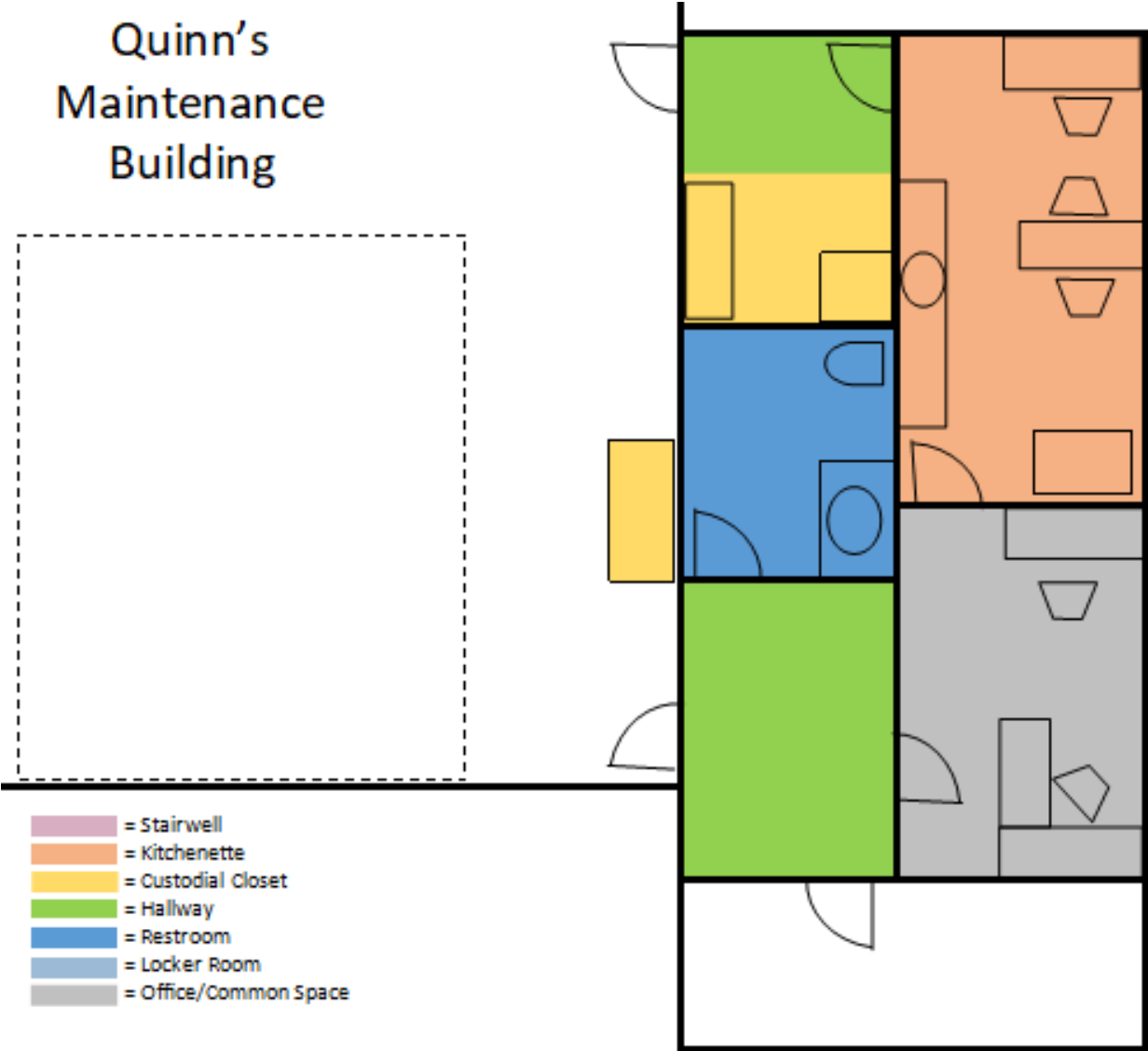
KITCHEN/BREAKROOM

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean tables, counter tops, and sink(s)
- Restock all paper products and soap
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have proper MSDS Book

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
QUINN’S MAINTENANCE BUILDING RENDERING**



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 10.

Quinn's Restrooms – 300 FJ Gillmor Way

All cleaning to be completed seven (7) days per week from 5:00 AM until 6:00 AM.

Daily Cleaning Projects:

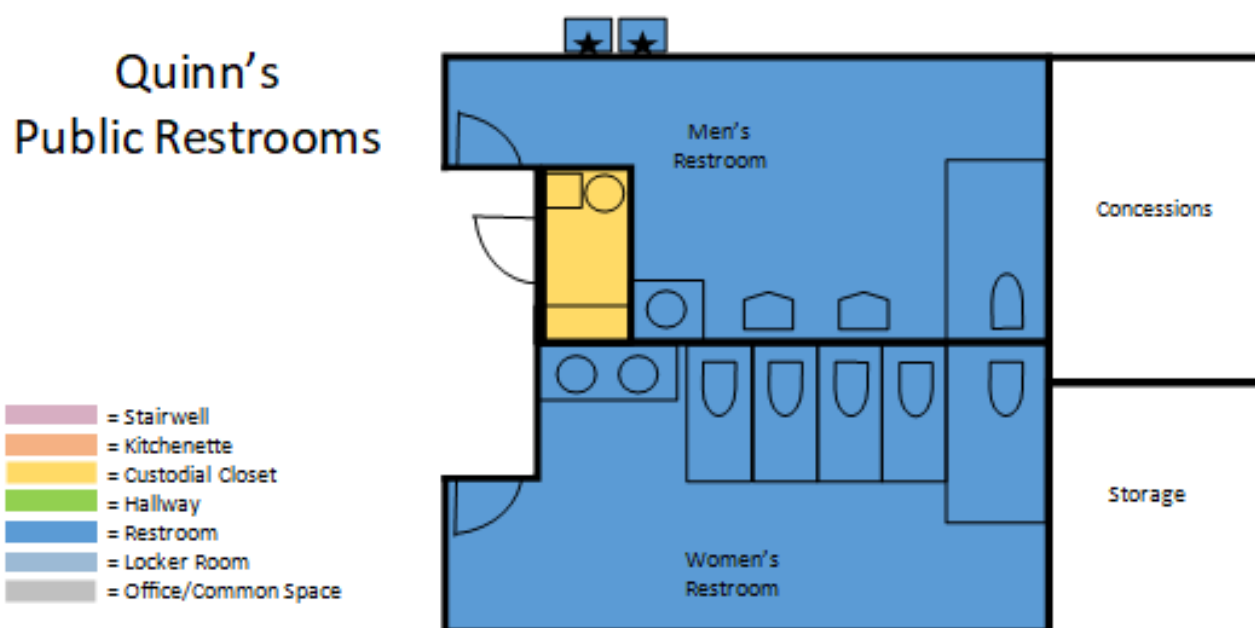
RESTROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Clean and disinfect water fountains as needed
- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.
- All janitorial closets are to be kept clean, sanitary, and have proper MSDS Book

QUINN'S RESTROOM RENDERING



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 11.

Farm Shed on HWY 224 – 3000 Park Avenue

All cleaning to be completed two (2) days per week, Monday and Thursday from 9:00 AM until 10:00 AM.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Clean and disinfect water fountains
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

LOCKER ROOM

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all benches
- Clean and disinfect all handrails and doorknobs
- Wipe down lockers and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

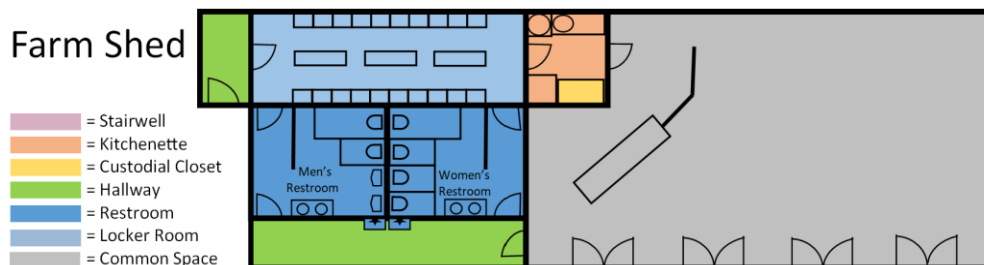
KITCHEN

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

FARM SHED AT MCPOLIN BARN RENDERING



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 12.

Transit Center – 558 Swede Alley

12a: (April 1 – June 1 & Labor Day – December 1) All cleaning to be completed seven (7) days per week from 5:00 AM until 7:00 AM.

12b: (December 1 – April 1 & June 1 – Labor Day) All cleaning to be completed seven (7) days per week, twice per day. First cleaning to be completed from 5:00 AM until 7:00 AM. Second cleaning to be completed from 2:00 PM and 4:00 PM daily.

Daily Cleaning Projects:

RESTROOMS (4):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable
-

SHOWER ROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Clean and disinfect showers
- Wipe down walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS – CORRIDORS, WAITING AREAS, STAIRS, AND ENTRY WAYS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Clean and disinfect water fountains
- Clean entry doors interior glass windows and spot clean all interior glass windows
- Vacuum or sweep and mop stairways
- Vacuum all carpeting, including mats, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- Sweep, mop, and disinfect hard surfaced floors, if applicable

TRANSIT BREAKROOM AREA

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect large tables
- Clean and disinfect counter tops
- Clean and disinfect all handrails and doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

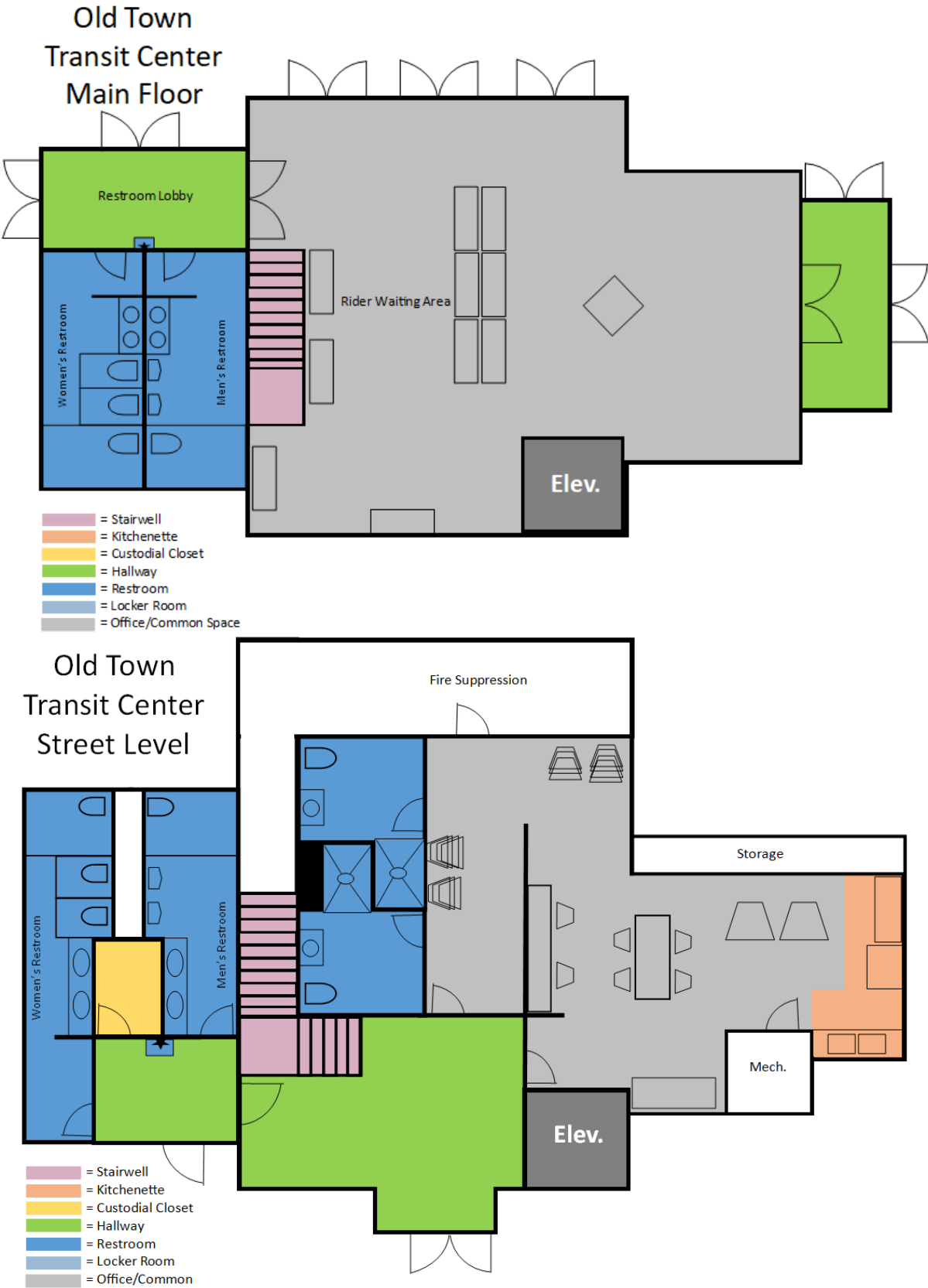
ELEVATOR:

- Polish stainless steel, wipe down walls and doors, and disinfect buttons
- Clean and disinfect all handrails and doorknobs
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
TRANSIT CENTER RENDERINGS**



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 13.

Miner's Plaza Restrooms – 415 Main Street

13a: (April 1 – June 1 & Labor Day – December 1) All cleaning to be completed seven (7) days per week from 7:00 AM until 8:00 AM.

13b: (December 1 – April 1 & June 1 – Labor Day) All cleaning to be completed seven (7) days per week, twice per day. First cleaning to be completed from 7:00 AM until 8:00 AM. Second cleaning to be completed from 4:00 PM and 5:00 PM daily.

Daily Cleaning Projects:

RESTROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

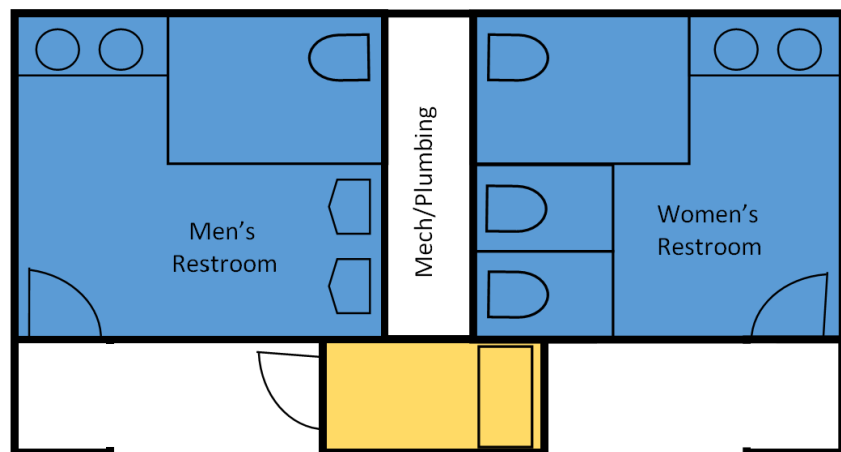
ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

MINER'S PLAZA RESTROOM RENDERING

Miner's Plaza Public Restrooms

-  = Stairwell
-  = Kitchenette
-  = Custodial Closet
-  = Hallway
-  = Restroom
-  = Locker Room
-  = Office



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 14.

Museum Restrooms – 528 Main Street

14a: (April 1 – June 1 & Labor Day – December 1) All cleaning to be completed seven (7) days per week from 8:00 AM until 9:00 AM.

14b: (December 1 – April 1 & June 1 – Labor Day) All cleaning to be completed seven (7) days per week, twice per day. First cleaning to be completed from 8:00 AM until 9:00 AM. Second cleaning to be completed from 5:00 PM and 6:00 PM daily.

Daily Cleaning Projects:

RESTROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS – CORRIDORS AND STAIRS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect doorknobs and water fountains
- Clean all interior glass doors, windows, and window ledges, as needed
- Clean and disinfect water fountains
- Vacuum, sweep, mop, and disinfect stairways
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

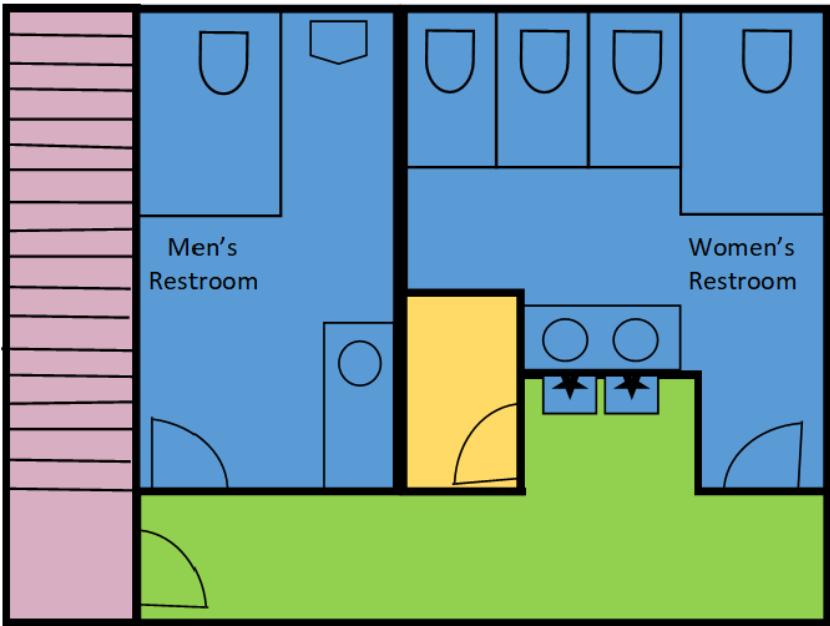
ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
MUSEUM RESTROOM RENDERING**

Museum
Public Restrooms

-  = Stairwell
-  = Kitchenette
-  = Custodial Closet
-  = Hallway
-  = Restroom
-  = Locker Room
-  = Office



PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 15.
China Bridge Elevator – 350 Swede Alley

All cleaning to be completed seven (7) days per week from 9:00 AM until 10:00 AM.

Daily Cleaning Projects:

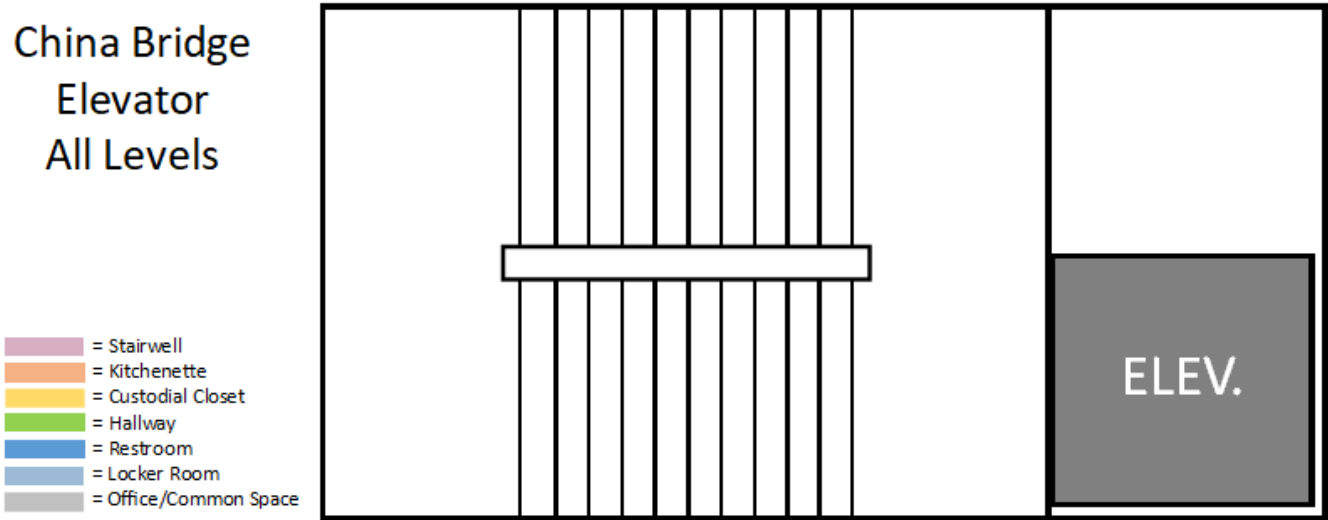
ELEVATOR:

- Polish stainless steel, wipe down walls and doors, and disinfect buttons on all levels
- Clean and disinfect all handrails and doorknobs
- Clean out floor track for the doors on each level with blower
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

CHINA BRIDGE ELEVATOR RENDERING



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 16.

Golf Building – 1800 Three Kings Drive

(April 1 – November 1) All cleaning to be completed one (1) day per week, on Friday, from 10:00 AM until 11:00 AM.

Daily Cleaning Projects:

RESTROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS – STAFF OFFICES AND HALLWAY:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean tables and counter tops
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

KITCHEN/BREAKROOM

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean tables, counter tops, and sink(s)
- Restock all paper products and soap
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
GOLF BUILDING RENDERING**



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 17.

Recreation Center – 1400 Sullivan Road

(April 1 – November 1) All cleaning to be completed five (5) day per week, Monday through Friday, from 7:30 AM until 9:00 AM.

Daily Cleaning Projects:

RESTROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean and disinfect water fountains as needed
- Clean mirrors
- Clean all interior glass doors, windows, and window ledges, as needed
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

INTERIOR COMMON AREAS – CORRIDORS, CONCESSION AREA, ENTRANCE AND MEETING ROOM ON ALL LEVELS:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean tables, counter tops, and sink(s)
- Clean and disinfect all handrails and doorknobs
- Clean all interior glass doors, windows, and window ledges, as needed
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

KITCHEN

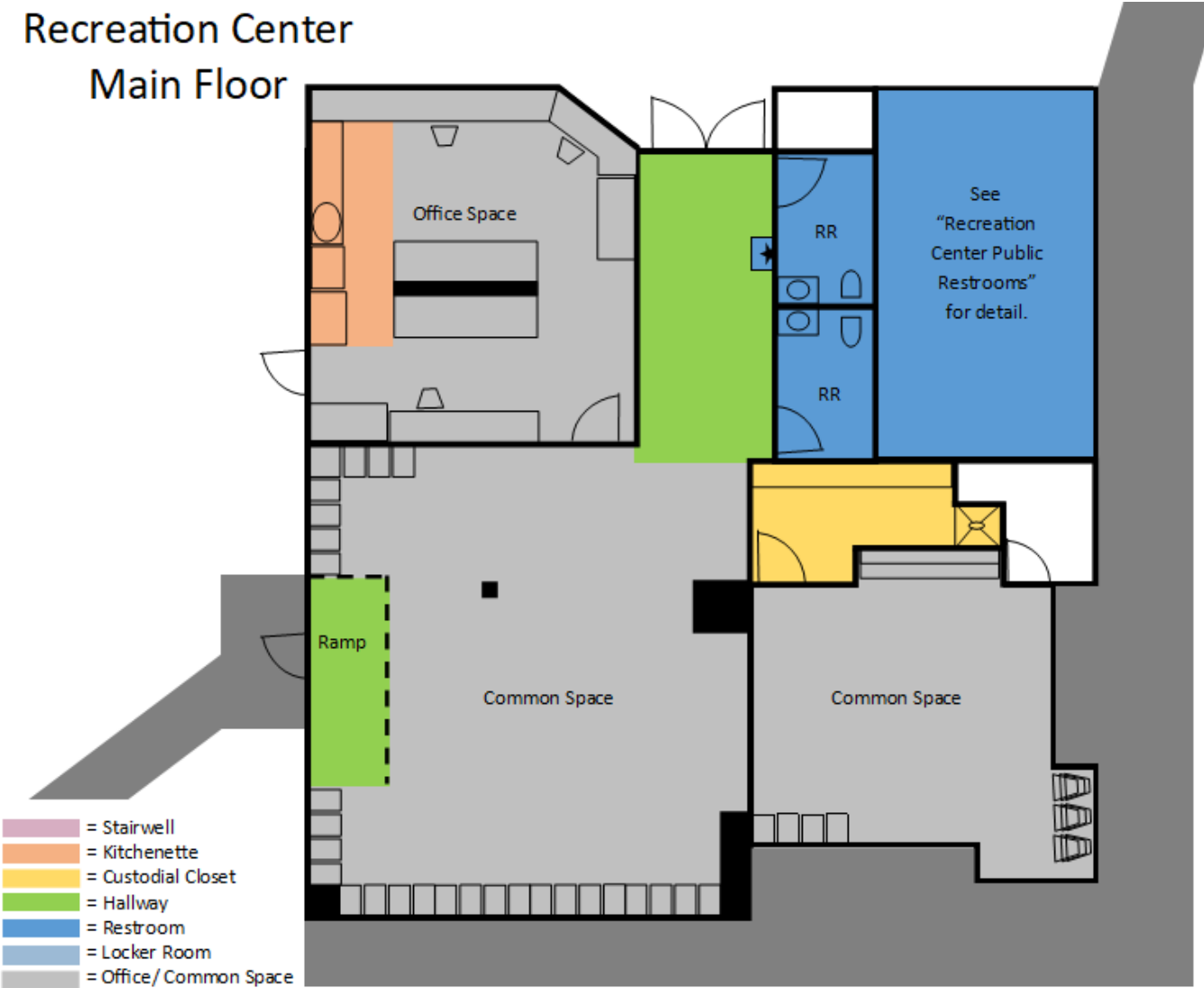
- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Clean and disinfect all handrails and doorknobs
- Clean tables, counter tops, and sink
- Restock all paper products and soap
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
RECREATION CENTER RENDERING**

Recreation Center
Main Floor



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 18.

Recreation Center Restrooms – 1400 Sullivan Road

(April 1 – November 1) All cleaning to be completed seven (7) days per week from 7:00 AM until 7:30 AM.

Daily Cleaning Projects:

RESTROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

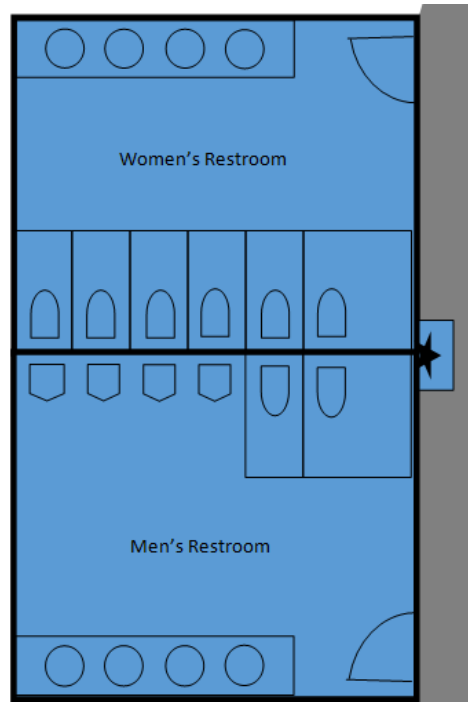
ADDITIONAL ITEMS:

- Clean and disinfect water fountains as needed
- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

RECREATION CENTER RESTROOM RENDERING

Recreation Center
Public Restrooms

- = Stairwell
- = Kitchenette
- = Custodial Closet
- = Hallway
- = Restroom
- = Locker Room
- = Office



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 19.

South End Park Restrooms – 1352 Park Avenue

(April 1 – November 1) All cleaning to be completed seven (7) days per week from 6:00 AM until 7:00 AM.

Daily Cleaning Projects:

RESTROOMS (2):

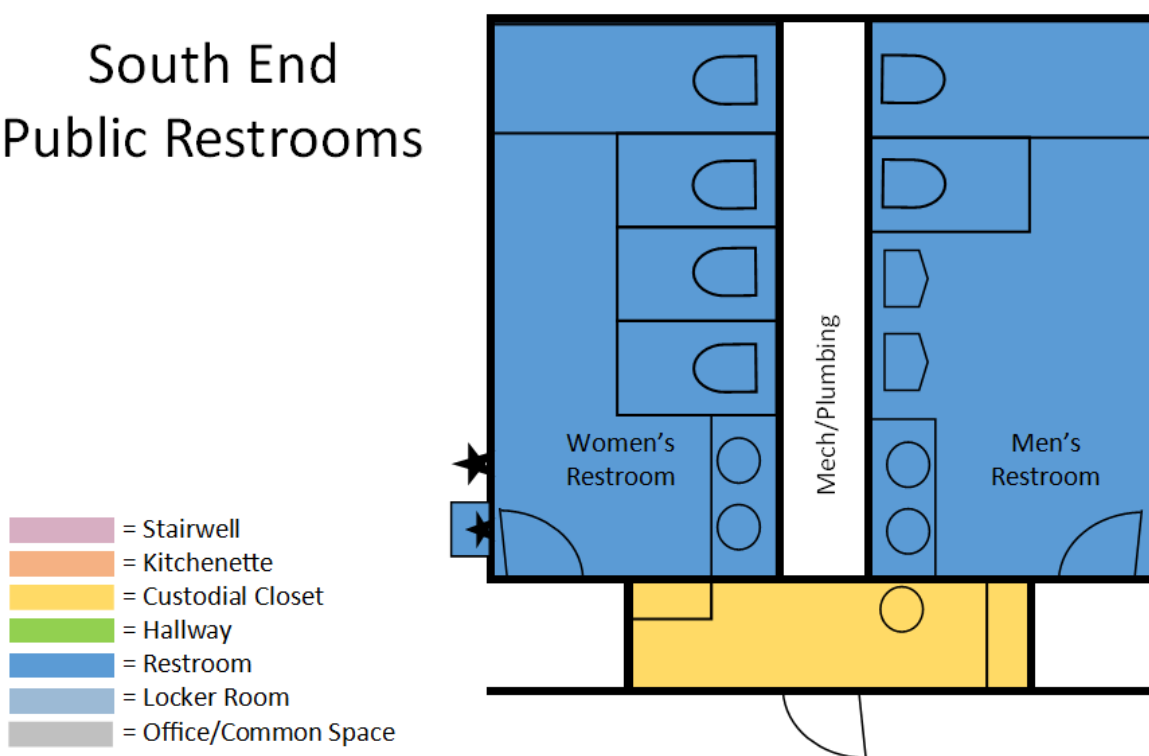
- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Clean and disinfect water fountains as needed
- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

SOUTH END PARK RESTROOM RENDERING

South End Public Restrooms



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 20.

Middle School Restrooms – 2270 Kearns Boulevard

(April 1 – November 1) All cleaning to be completed seven (7) days per week from 8:00 AM until 9:00 AM.

Daily Cleaning Projects:

RESTROOMS (2):

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

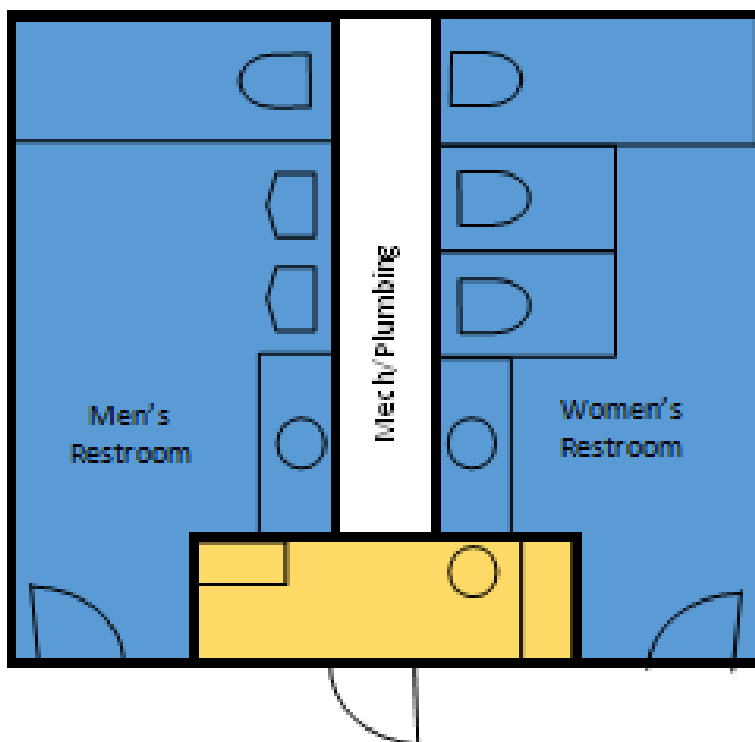
ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

MIDDLE SCHOOL RESTROOM RENDERING

Middle School Public Restrooms

- = Stairwell
- = Kitchenette
- = Custodial Closet
- = Hallway
- = Restroom
- = Locker Room
- = Office/Common Space



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 21.

High School Restrooms – 1750 Kearns Boulevard

(April 1 – November 1) All cleaning to be completed seven (7) days per week from 7:00 AM until 8:00 AM.

Daily Cleaning Projects:

RESTROOMS (2):

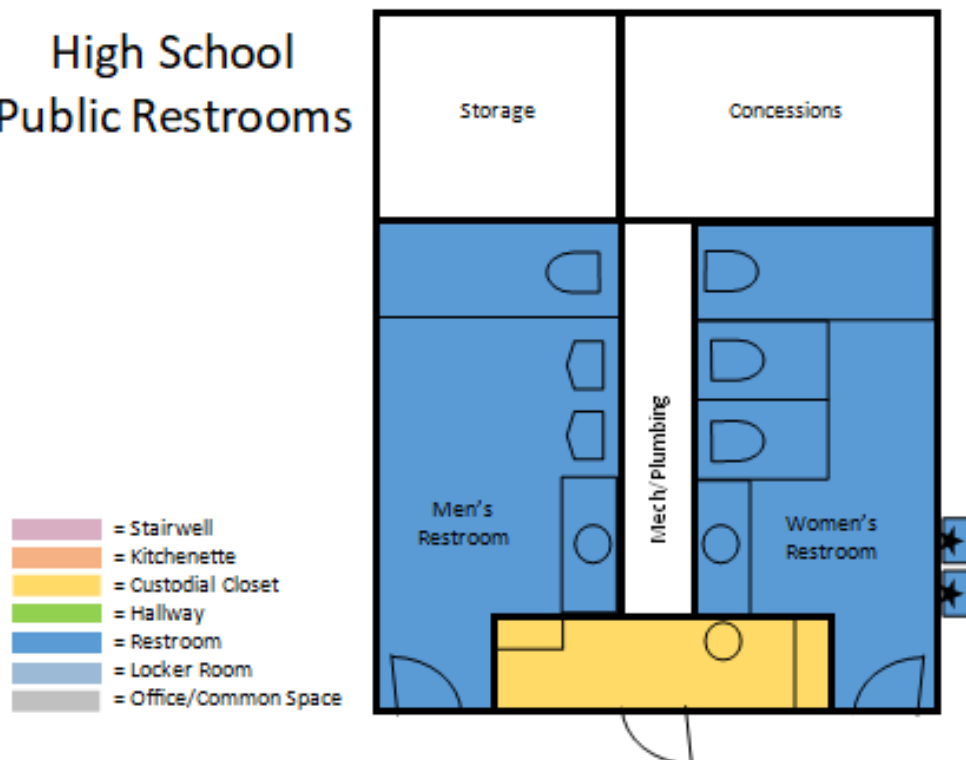
- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Clean and disinfect water fountains as needed
- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper M SDS Book

HIGH SCHOOL RESTROOM RENDERING

High School Public Restrooms



**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

**Location 22.
Rotary Park Restrooms – Pay Day Drive**

(April 1 – November 1) All cleaning to be completed seven (7) days per week from 5:00 AM until 6:00 AM.

Daily Cleaning Projects:

RESTROOMS (2):

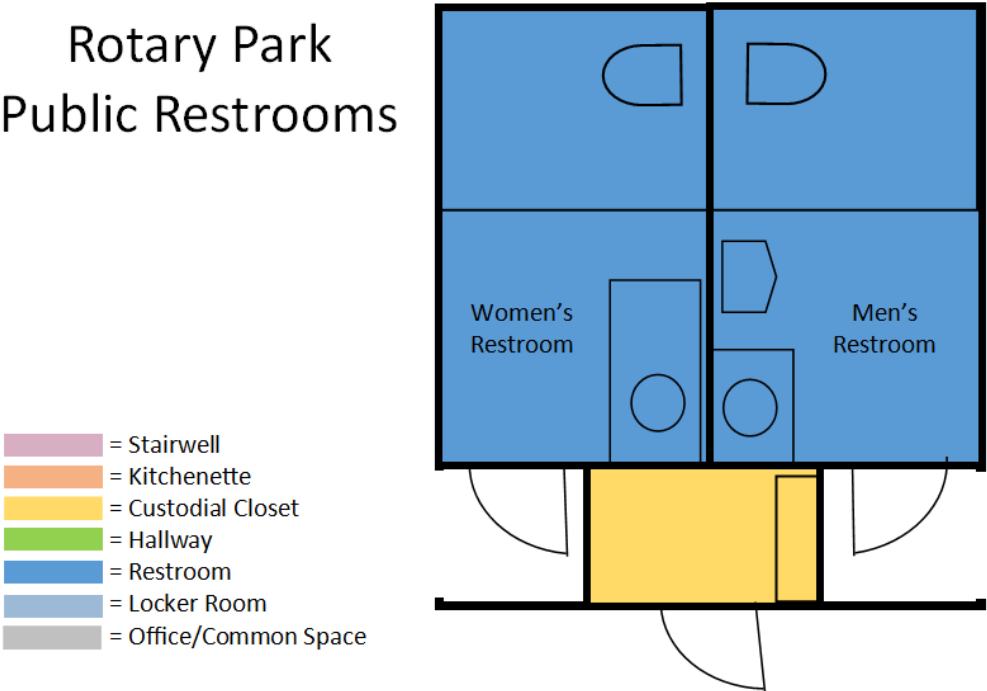
- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Clean and disinfect water fountains as needed
- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

ROTARY PARK RESTROOM RENDERING

Rotary Park
Public Restrooms



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Location 23.

Creekside Park Restrooms – 2392 Holiday Ranch

(April 1 – November 1) All cleaning to be completed seven (7) days per week from 6:00 AM until 7:00 AM.

Daily Cleaning Projects:

RESTROOMS (2):

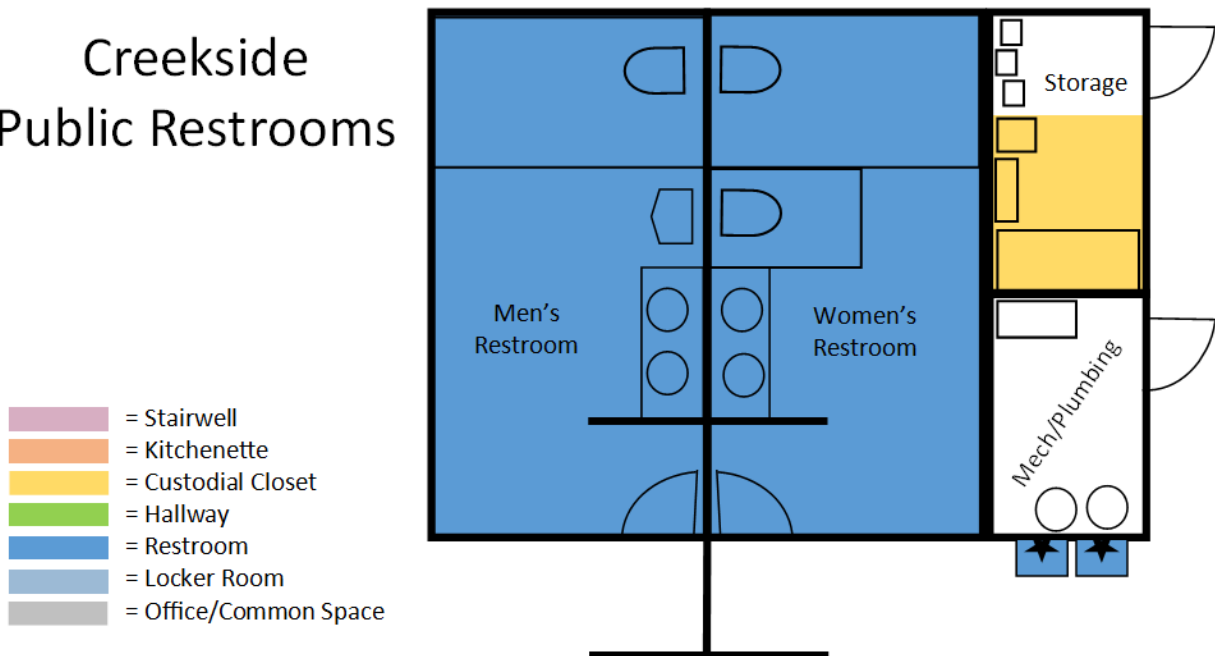
- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Clean mirrors
- Wipe down partitions and walls
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

ADDITIONAL ITEMS:

- Clean and disinfect water fountains as needed
- Spot cleaning
- Check and report on any maintenance issues (i.e., low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary, and have a proper MSDS Book

CREEKSIDE RESTROOM RENDERING

Creekside
Public Restrooms



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Payment Schedule – Locations

	Year Round	<u>Daily \$</u>	<u>Monthly \$</u>	<u>Yearly \$</u>
1	Police Facility	<u>\$55.00</u>	<u>\$1,100.00</u>	<u>\$13,200.00</u>
2	Marsac Building	<u>\$59.00</u>	<u>\$1,180.00</u>	<u>\$14,160.00</u>
3	Library Center	<u>\$165.00</u>	<u>\$4,950.00</u>	<u>\$59,400.00</u>
4a	Miners Hospital	<u>\$60.00</u>	<u>\$1,200.00</u>	<u>\$5,700.00</u>
5	PC MARC	<u>\$150.00</u>	<u>\$4,500.00</u>	<u>\$54,000.00</u>
6a	Public Works West Building	<u>\$110.00</u>	<u>\$3,300.00</u>	<u>\$16,500.00</u>
6b	Public Works West Building	<u>\$110.00</u>	<u>\$2,200.00</u>	<u>\$15,400.00</u>
7a	Public Works East Building	<u>\$60.00</u>	<u>\$1,800.00</u>	<u>\$9,000.00</u>
7b	Public Works East Building	<u>\$60.00</u>	<u>\$1,200.00</u>	<u>\$8,400.00</u>
8	Quinn's Water Treatment	<u>\$60.00</u>	<u>\$480.00</u>	<u>\$5,760.00</u>
9	Quinn's Maintenance Building	<u>\$28.00</u>	<u>\$224.00</u>	<u>\$2,688.00</u>
10	Quinn's Restrooms	<u>\$36.00</u>	<u>\$1,080.00</u>	<u>\$12,960.00</u>
11	Farm Shed	<u>\$38.00</u>	<u>\$304.00</u>	<u>\$3,648.00</u>
12a	Transit Center	<u>\$45.00</u>	<u>\$1,350.00</u>	<u>\$6,750.00</u>
12b	Transit Center	<u>\$90.00</u>	<u>\$2,700.00</u>	<u>\$18,900.00</u>
13a	Miners Plaza Restrooms	<u>\$36.00</u>	<u>\$1,080.00</u>	<u>\$5,400.00</u>
13b	Miners Plaza Restrooms	<u>\$72.00</u>	<u>\$2,160.00</u>	<u>\$15,120.00</u>
14a	Museum Restrooms	<u>\$36.00</u>	<u>\$1,080.00</u>	<u>\$5,400.00</u>
14b	Museum Restrooms	<u>\$72.00</u>	<u>\$2,160.00</u>	<u>\$15,120.00</u>
15	China Bridge Elevators	<u>\$8.00</u>	<u>\$240.00</u>	<u>\$2,880.00</u>
	Summer Only (APR 1 – NOV 1)	<u>Daily \$</u>	<u>Monthly \$</u>	<u>Yearly \$</u>
4b	Miners Hospital	<u>\$60.00</u>	<u>\$720.00</u>	<u>\$4,500.00</u>
16	Golf Building	<u>\$32.00</u>	<u>\$128.00</u>	<u>\$896.00</u>
17	Recreation Center	<u>\$38.00</u>	<u>\$760.00</u>	<u>\$5,320.00</u>
18	Recreation Center Restrooms	<u>\$36.00</u>	<u>\$1,080.00</u>	<u>\$7,560.00</u>
19	South End Park Restrooms	<u>\$36.00</u>	<u>\$1,080.00</u>	<u>\$7,560.00</u>
20	Middle School Restrooms	<u>\$36.00</u>	<u>\$1,080.00</u>	<u>\$7,560.00</u>
21	High School Restrooms	<u>\$36.00</u>	<u>\$1,080.00</u>	<u>\$7,560.00</u>
22	Rotary Park Restrooms	<u>\$36.00</u>	<u>\$1,080.00</u>	<u>\$7,560.00</u>
23	Creekside Park Restrooms	<u>\$36.00</u>	<u>\$1,080.00</u>	<u>\$7,560.00</u>
	Total	<u>\$1,696.00</u>	<u>\$42,376.00</u>	<u>\$346,462.00</u>

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Deep Cleaning Standards All City Municipal Buildings

All cleaning to be done on a weekly, monthly, quarterly, and yearly basis as specified below on all buildings.

Weekly Cleaning Projects:

ALL AREAS:

- Edge vacuum all carpeted areas, including corners and under desks
- Clean stairway risers, ledges, and dust handrails, if applicable
- Spot clean stains on all hard surfaced floors and walls
- Dust all hard surfaces, including bookshelves, cabinets, chairs, file cabinets, tables, and walls
- Clean and disinfect light switches
- Clean entry doors (interior and exterior sides), including kick plates

RESTROOMS:

- Dust all partition tops
- Wipe down and disinfect ceramic tile walls, if applicable

Monthly Cleaning Projects:

ALL AREAS:

- Restore finish on all non-carpeted hard surfaced floors
- Shampoo carpets in all carpeted areas
- Dust tops of all hard surfaces, including frames, mirrors, hanging light fixtures, air vents and walls
- Low dusting of baseboards and window ledges
- Fill floor drains with at least one gallon of water and disinfect to prevent sewer smells

KITCHEN:

- Damp wipe tops of all appliances, including refrigerators, microwaves, and vending machines.
- Wipe fronts of all cabinetries

Quarterly Cleaning Projects:

ALL AREAS:

- Buff and high gloss finish all non-carpeted hard surfaced floors, except the Farm Shed
- Dust and clean all venetian and vertical blinds, if applicable
- Brush and clean all air vents

Yearly Cleaning Projects:

ALL AREAS:

- Strip and re-wax all non-carpeted hard surfaced floors
- Buff and high gloss finish the stained concrete floor in Farm Shed ONLY (to be completed approximately between April and May)

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

Payment Schedule – Deep Cleaning Standards All City Municipal Buildings

1. Weekly Deep Cleaning Projects	<u>\$0.00 – price included in Exhibit A</u>
2. Monthly Deep Cleaning Projects	<u>\$1,100.00 (includes interior glass)</u>
3. Quarterly Deep Cleaning Projects	<u>\$3,000.00</u>
4. Annual Deep Cleaning Projects	<u>\$5,500.00</u>
Total	<u>\$9,600.00</u>

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Special Events

Park City holds the following annual special events during which City facilities see higher usage and thus need supplementary janitorial services above the usual daily tasks as identified in Scope of Services – Exhibit A. While Exhibit C lists major special events, the City does host several smaller special events throughout the year which may require supplementary janitorial services and/or additional janitorial staff presence. The City will provide advance notification to the Service Provider when special events are finalized, as well as the specific supplementary janitorial services required for each event. All events and event dates/times are subject to change and/or cancellation.

Special Event 1. SUNDANCE FILM FESTIVAL

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- Ten (10) days – End of January of each year (times subject to change)
- First Thursday 3:00 PM to 10:00 PM
- All other days 8:00 AM to 10:00 PM

STAFFING:

- Service Provider to provide one (1) extra dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Transit Center Restrooms
- Miner's Plaza Restrooms
- Museum Restrooms

CLEANING SERVICES:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Special Event 2.

KIMBALL ARTS FESTIVAL

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- Three (3) Days – Typically the first weekend in August (times subject to change)
- Friday 3:00 PM to 9:00 PM
- Saturday 9:00 AM to 9:00 PM
- Sunday 9:00 AM to 7:00 PM

STAFFING:

- Service Provider to provide one (1) dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Transit Center Restrooms
- Miner's Plaza Restrooms
- Museum Restrooms

CLEANING SERVICES:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Special Event 3.

FOURTH OF JULY CELEBRATION

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- One (1) day: July 4th

STAFFING:

- Service Provider to provide two (2) dedicated janitorial staff members, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Transit Center Restrooms (10:00 AM and 1:00 PM ONLY)
- Miner's Plaza Restrooms (10:00 AM and 1:00 PM ONLY)
- Museum Restrooms (10:00 AM and 1:00 PM ONLY)
- South End Park Restrooms (7:00 AM to 9:00 PM)
- Recreation Center Restrooms (7:00 AM to 9:00 PM)

CLEANING SERVICES:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Special Event 4.

AUTUMN ALOFT FESTIVAL

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- One Day – Mid-September (times subject to change)
- Typically, Saturday
- 7:00 AM to 10:00 AM

STAFFING:

- Service Provider to provide one (1) dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Middle School Restrooms
- High School Restrooms

CLEANING SERVICES:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Special Event 5.

PARK SILLY SUNDAY MARKET

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- Sundays, Mid-June through Mid-September (times subject to change)
- 11:00 AM

STAFFING:

- Service Provider to provide one (1) dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Transit Center Restrooms (10:00 AM and 1:00 PM ONLY)
- Miner's Plaza Restrooms (10:00 AM and 1:00 PM ONLY)
- Museum Restrooms (10:00 AM and 1:00 PM ONLY)

CLEANING SERVICES:

- Empty all trash cans and dispose of in dumpster; replace liners and spot clean trash cans
- Restock all paper products and soap
- Clean and disinfect all handrails and doorknobs
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all flush sensors and underside of all toilets
- Clean and disinfect all countertops
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop, and disinfect hard surfaced floors, if applicable

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
Payment Schedule – Special Events

1. Sundance Film Festival	<u>\$4,788.00</u>
2. Kimball Arts Festival	<u>\$1,008.00</u>
3. Fourth of July Celebration	<u>\$648.00</u>
4. Autumn Aloft Festival	<u>\$108.00</u>
5. Park Silly Sunday Market	<u>\$2,700.00</u>
Total	<u>\$9,252.00</u>

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Equipment Supply

Service Provider will be responsible for storing and maintaining its equipment. Park City will fund the initial supply of new equipment and replacement only when the useful life of the equipment has been reached. Park City will not be responsible to replace equipment in the event of operator error.

All cleaning equipment must be approved by the building maintenance supervisor prior to purchase.

CLEANING RAGS:

- Freshly laundered rags are to be used in each location for each cleaning

MOPS:

- Freshly laundered mop heads are to be used in each location for each cleaning

GLOVES, MASKS, AND SAFETY GLASSES:

- As needed for employees

VACUUMS:

- One floor or backpack vacuum per each employee on staff that day.
 - Must have a HEPA filter

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

Payment Schedule – Equipment Supply

Please list total cost for each piece of equipment to perform all jobs listed in Locations.

1. Clean Rags	<u>\$576.60</u>
2. Clean Mop Heads	<u>\$163.12</u>
3. Gloves, Masks, and Safety Glasses	<u>\$3,230.00</u>
4. Vacuums	<u>\$6,884.00</u>
Total	<u>\$10,853.72</u>

Please list total cost for each piece of equipment to perform all jobs listed in Deep Cleaning Services.

1. Clean Rags	\$ included above
2. Clean Mop Heads	\$ included above
3. Gloves, Masks, and Safety Glasses	\$ included above
4. Vacuums	\$ included above
Total	\$ N/C

Please list total cost for each piece of equipment to perform all jobs listed in Special Events.

1. Clean Rags	\$ included above
2. Clean Mop Heads	\$ included above
3. Gloves, Masks, and Safety Glasses	\$ included above
4. Vacuums	\$ included above
Total	\$ N/C

Total of all equipment \$10,853.72

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

All "extra" work shall be agreed to in advance in writing by the City.

Please specify hourly rate for:

- Non-Holiday, Normal Business Hours \$ 32.00
- Emergency Calls \$ 50.00
- After-Hours \$ 36.00
- Holidays \$ 54.00

Please specify hourly rate for:

- Additional Special Events with advance notice \$ 36.00

Please specify cost for:

- Quick clean of a facility and replacement of supplies/paper products \$ 32.00
- Replacement of supplies/paper products ONLY \$ 32.00

Emergency Response Time:

Please specify your guaranteed response time to emergency cleaning requests. Locations of all twenty-three (23) City facilities should be considered. If your guaranteed response time is different for various locations, please list the individual response times on a separate sheet:

- Guaranteed Emergency Response Time 15 minutes to 1 hour

Comments: Response time depends on hazardous weather and time of day/night of the call. Note for business hours as listed above. The business hours are 7 days/evenings per week 6:00am-8:30pm. After hours are 8:30pm-6:00am.

COMMERCIAL GENERAL LIABILITY
CG 88 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
NON-OWNED AIRCRAFT	2
NON-OWNED WATERCRAFT	2
PROPERTY DAMAGE LIABILITY – ELEVATORS	2
EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant’s Property Damage)	2
MEDICAL PAYMENTS EXTENSION	3
EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B	3
ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT	3
PRIMARY AND NON-CONTRIBUTORY – ADDITIONAL INSURED EXTENSION	5
ADDITIONAL INSURED – EXTENDED PROTECTION OF YOUR “LIMITS OF INSURANCE”	6
WHO IS AN INSURED – INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED – FELLOW EMPLOYEE EXTENSION – MANAGEMENT EMPLOYEES	6
NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES	7
FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES	7
KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT	7
LIBERALIZATION CLAUSE	7
BODILY INJURY REDEFINED	7
EXTENDED PROPERTY DAMAGE	8
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	8

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. **Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs (3), (4) and (6) of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition 4. **Other Insurance**, Paragraph b. **Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
 - a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:
 - b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph **1.d.** is replaced by the following:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
 - b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
 - c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**
If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.**

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BARRY WILKINS INSURANCE 1025 E 11400 S SUITE 103 SANDY, UT 84094	CONTACT NAME: STACI DELNOCE PHONE (A/C, No, Ext): 801-903-6090 FAX (A/C, No): E-MAIL ADDRESS: STACIDELNOCE1@ALLSTATE.COM														
APPROVED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: LIBERTY MUTUAL</td> <td></td> </tr> <tr> <td>INSURER B: ALLSTATE COMMERCIAL</td> <td></td> </tr> <tr> <td>INSURER C: NATIONWIDE</td> <td></td> </tr> <tr> <td>INSURER D: UNDERWRITERS AT LLOYDS, LONDON</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LIBERTY MUTUAL		INSURER B: ALLSTATE COMMERCIAL		INSURER C: NATIONWIDE		INSURER D: UNDERWRITERS AT LLOYDS, LONDON		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: LIBERTY MUTUAL															
INSURER B: ALLSTATE COMMERCIAL															
INSURER C: NATIONWIDE															
INSURER D: UNDERWRITERS AT LLOYDS, LONDON															
INSURER E:															
INSURER F:															
INSURED BUZYBEE CLEANING AND MAINTENANCE 5824 TURNER DR SALT LAKE CITY, UT 84121															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		BKS58762322	08/14/2021	08/14/2022	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS	Y		649104978	01/17/2022	01/17/2023	BODILY INJURY (Per accident) \$
	☒ HIRED PHY: ☐						PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE	Y		XB20158270	01/21/2022	01/21/2023	AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	PROFESSIONAL LIABILITY	Y		22018715	02/07/2022	02/07/2023	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Included is coverage to be for arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles
 Certificate holder is also listed as additional insured
 Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations and completed operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation PO BOX 1480 PARK CITY, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE ESIGNED BY: STACI DELNOCE 02/09/2022
---	--

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WCF MUTUAL INSURANCE COMPANY PO BOX 2227 SANDY UT 84091-2227	CONTACT NAME: WCF SOLUTIONS, INC. PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: WCF MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
APPROVED	NAIC # 10033

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	2602981	02/15/2021	02/15/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage limited to locations in Utah and operations subject to the jurisdiction of Utah law.

CERTIFICATE HOLDER

PARK CITY MUNICIPAL CORPORATION
PO BOX 1480
PARK CITY UT 840601480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Suta

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UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule**1. Waiver Type** Specific

Contractor Name PARK CITY MUNICIPAL CORPORATION

Address 1053 Iron Horse Dr Park City, UT 84060-5184

Contract Description This is for janitorial services in Park City at commercial buildings.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 01/28/2022

Policy No. 2602981

Endorsement No.

Insured BUZYBEE CLEANING & MAINTENANCE INC

Premium

5824 S TURNER DR

SALT LAKE CITY, UT 84121

Insurance Company WCF Mutual Insurance Company

Countersigned by _____



City Council Staff Report

Subject: Public Recreational Trail Easement
Author: Adam Smath, Logan Jones & Luke Henry
Department: Trails and Open Space
Date: February 6, 2025

Recommendation

Consider approving the issuance of an easement to Summit County, Utah (SC) and Snyderville Basin Special Recreation District (SBSRD) to develop and manage the trail and its associated signage and improvements on Park City-owned land located in Summit County near Old Ranch Road.

Executive Summary

Park City Municipal Corporation (PCMC) seeks to issue a non-exclusive easement agreement to SC and SBSRD for the construction, operation, and maintenance of a public recreational trail. The easement would allow SC and SBSRD to develop and manage the trail and its associated signage and improvements on PCMC-owned land located in Summit County. PCMC would grant the necessary rights to use a portion of its land, specifically identified by parcel numbers SS-59-A-2-X and PCA-59-X, for the purpose of the multiuse recreational trail. SC/SBSRD will assume full responsibility for the construction, operation, and maintenance of the trail and related improvements, including the ongoing upkeep of the trail's condition.

Approval from the city is sought to issue this agreement and allow SC/SBSRD to proceed with the project, which will enhance public access to recreational opportunities in the area.

Analysis

Issuing this easement provides a clear public benefit by enhancing public access to a popular existing multiuse trail system and adjacent open space. The initial term of this easement grant ends at midnight at the end of December 31, 2044. After the initial term, the easement will automatically extend for one year, unless either party notifies the other in writing at least 60 days before the extension begins that they do not want to extend it.

Funding

All costs will be incurred by Summit County. PCMC will not incur any costs from issuing this easement.

Exhibits

- Exhibit A - Public Recreational Trail Easement
- Exhibit B – Site Area Map

WHEN RECORDED, RETURN TO:

Park City Municipal Corporation
Attn: City Attorney's Office
PO Box 1480
Park City, Utah 84060

PUBLIC RECREATIONAL TRAIL EASEMENT

For good and valuable consideration, **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation ("**PCMC**"), hereby grants **SUMMIT COUNTY**, a political subdivision of the State of Utah, and **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a Utah special service district (collectively, "**Summit County**"), a non-exclusive easement for the purpose of constructing, operating, and maintaining a public recreational trail (the "**Trail**") and all related signage and other improvements. The easement granted by this document is located in Summit County, Utah, over a parcel of PCMC's land, and is depicted as the "14.0' Wide Trail Easement" on **Exhibit A** and the "Trail Cut/Fill Easement" on **Exhibit B** and is more particularly described in **Exhibit C**.

PCMC is the owner of the real property that is being encumbered by this Easement known by parcel numbers SS-59-A-2-X and PCA-59-X (the "**Property**").

Summit County will maintain the Trail and be responsible for its condition. PCMC shall have no obligation to maintain the Trail. Summit County shall indemnify PCMC against any liability for damage to life or property arising from the construction, maintenance, and use of the Trail and Easement. However, Summit County shall not be required to indemnify PCMC for any such liability arising out of the negligence or intentional acts of PCMC or the employees, agents, invitees, or guests of PCMC.

The initial term of this easement grant ends at midnight at the end of December 31, 2044. After the initial term, the term of this easement grant will automatically be extended by one year, covering the following calendar year, unless no later than 60 days before any such extension begins either party notifies the other in writing that it does not wish to extend the term of the easement grant.

If Summit County fails to perform any of its obligations under this easement grant, and fails to cure such default after 30 days' written notice of such default or, if such default cannot reasonably be cured within such 30 days, fails to commence curative action and thereafter diligently complete the same, then, in such case, PCMC may pursue all available remedies at law and in equity.

Upon the termination of this easement grant for any reason, Summit County, at Summit County's sole and exclusive cost and expense, shall fully restore the Property, to the reasonable satisfaction of PCMC, to be unimproved real property, including, without limitation, the

removal of all asphalt, concrete, fencing, signs, and other improvements, and reseeding the Property with natural grass and other vegetation. Such restoration of the Property shall be completed no later than one year from the termination of this easement grant.

This easement grant is binding upon and inures to the benefit of the parties and their respective successors and assigns. Each right and obligation in this agreement (whether affirmative or negative in nature): (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of the Property or Easement to the extent such portion is benefitted, affected, or bound by the Easement; and (c) shall benefit and be binding upon any owner of the Property whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If PCMC transfers the Property, the transferee shall automatically be deemed to have assumed and agreed to be personally bound and obligated by and responsible to perform the obligations of PCMC contained in this Agreement.

PARK CITY MUNICIPAL CORPORATION

Date: _____

Signature: _____
Nann Worel, Mayor

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2025, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that they are the _____ of PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, and that said document was signed by them on behalf of PARK CITY MUNICIPAL CORPORATION as an authorized signer.

Notary Public

Attest:

City Recorder's Office

Approved as to Form:

City Attorney's Office

SUMMIT COUNTY

Date: _____

Signature: _____

Shayne Scott, County Manager

Approved as to Form:

Deputy County Attorney

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

Date: _____

Signature: _____

Name: _____

Title: _____

EXHIBIT A

[MAP]

DRAFT

Christopher F. Robinson
Entry No. 631115
SS-60

POINT OF
TERMINUS

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	78°52'15"	92.51'	127.34'	76.08'	117.52'	N 20°54'55" E
C2	4°59'56"	939.29'	81.95'	41.00'	81.92'	N 16°01'14" W
C3	31°46'17"	134.40'	74.53'	38.25'	73.58'	N 2°21'52" E
C4	36°32'24"	76.94'	49.07'	25.40'	48.24'	N 0°01'11" W
C5	52°26'02"	71.52'	65.45'	35.22'	63.19'	N 7°55'38" E
C6	6°37'16"	335.99'	38.83'	19.43'	38.80'	N 20°58'04" E
C7	15°22'10"	335.99'	90.13'	45.34'	89.86'	N 9°58'21" E
C8	9°37'19"	854.51'	143.50'	71.92'	143.33'	N 3°46'56" W
C9	11°03'17"	500.63'	96.59'	48.45'	96.44'	N 4°59'27" W
C10	2°15'23"	10103.02'	397.89'	198.97'	397.87'	N 0°43'49" W



The ACS Capital Living Trust
Entry No. 1171895
SS-60-3

Summit County
Entry No. 995893
SS-OLDRR-B-X

Lausanne C. Jensen, Trustee
Entry No. 1158366
SS-60-1

Summit County
Entry No. 995894
SS-OLDRR-C-X

Summit County
Entry No. 990753
SS-OLDRR-X

14.0' WIDE TRAIL
EASEMENT

Park City Municipal Corp.
Entry No. 968909
SS-59-A-2-X

Park City Municipal Corp.
Entry No. 968909
SS-59-X

NE CORNER
SECTION 32
T1S, R4E, SLBM

BASIS OF BEARING
N89°50'19"W 5314.80'

NW CORNER
SECTION 32
T1S, R4E, SLBM

OLD RANCH ROAD

POINT OF
BEGINNING

S 88°33'20" E 962.81'

S 29°38'57" E
2.91' [TIE]

N 60°21'03" E 43.39'

OLD RANCH ROAD

N 10°35'24" W 43.68'

N 00°32'24" E 40.29'

7.0'
7.0'

Path: P:\SUMMIT - OLD RANCH ROAD 2905\SURVEY\dwg\Trail Easement Exhibit.dwg | plot date: September 10, 2024 | plotted by: bryan



Dominion
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

14.00' WIDE TRAIL EASEMENT EXHIBIT

SUMMIT COUNTY, UTAH
IN THE NW 1/4 SEC 33 & SW 1/4 SEC 28, T1S, R4E, SLB&M

PROJECT NO.
3708

SHEET NO.
1

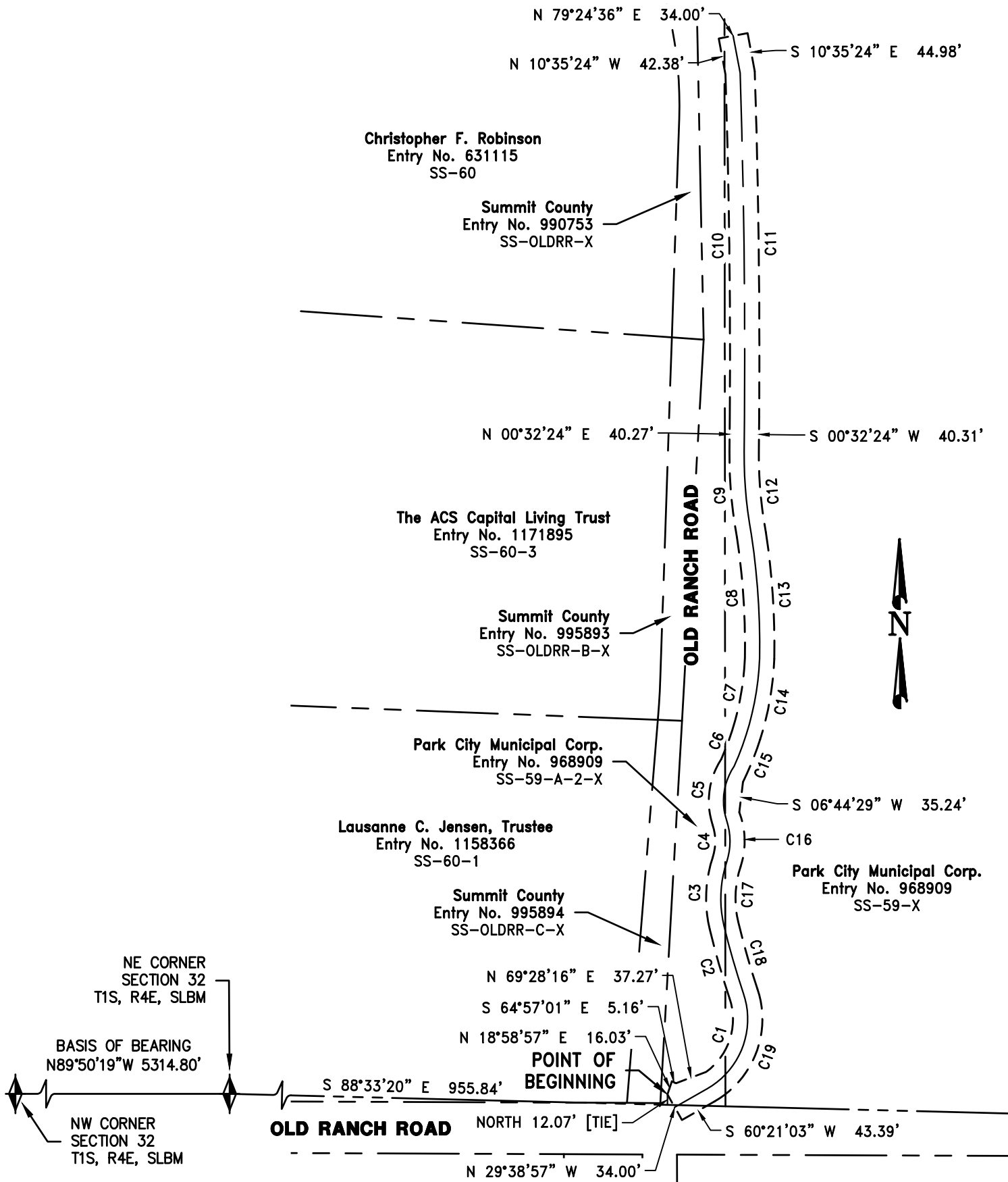
FILE NAME: TRAIL SCALE: 1"=150'

EXHIBIT B

[Map]

DRAFT

Path: P:\SUMMIT - OLD RANCH ROAD 2905\SURVEY\dwg\Trail Cut-Fill Easement Exhibit.dwg | plot date: September 10, 2024 | plotted by: bryan



Dominion
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

TRAIL CUT/FILL EASEMENT EXHIBIT

SUMMIT COUNTY, UTAH
IN THE NW 1/4 SEC 33 & SW 1/4 SEC 28, T1S, R4E, SLB&M

PROJECT NO.
3708

SHEET NO.
1 of 2

FILE NAME: CUT/FILL SCALE: 1"=150'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	72°28'04"	75.51'	95.50'	55.33'	89.26'	N 17°42'50" E
C2	4°59'56"	956.29'	83.43'	41.74'	83.41'	N 16°01'14" W
C3	31°46'17"	151.40'	83.96'	43.09'	82.88'	N 2°21'52" E
C4	36°32'24"	59.94'	38.23'	19.79'	37.58'	N 0°01'11" W
C5	51°25'18"	88.52'	79.45'	42.62'	76.81'	N 7°25'16" E
C6	6°22'30"	318.99'	35.49'	17.76'	35.47'	N 20°50'41" E
C7	15°20'10"	318.99'	85.38'	42.95'	85.13'	N 9°59'21" E
C8	9°35'23"	837.51'	140.18'	70.25'	140.01'	N 3°46'45" W
C9	11°01'21"	517.64'	99.58'	49.95'	99.43'	N 4°58'29" W
C10	2°14'56"	10086.02'	395.90'	197.98'	395.88'	N 0°43'35" W
C11	2°15'50"	10120.02'	399.88'	199.97'	399.86'	S 0°44'02" E
C12	11°05'17"	483.63'	93.59'	46.94'	93.45'	S 5°00'27" E
C13	9°39'11"	871.51'	146.83'	73.59'	146.66'	S 3°47'09" E
C14	15°24'00"	352.99'	94.88'	47.73'	94.59'	S 9°57'26" W
C15	8°39'05"	352.99'	53.30'	26.70'	53.25'	S 21°58'59" W
C16	39°06'25"	93.94'	64.12'	33.36'	62.88'	S 1°18'11" E
C17	31°46'17"	117.40'	65.10'	33.41'	64.27'	S 2°21'52" W
C18	4°59'56"	922.29'	80.47'	40.26'	80.44'	S 16°01'14" E
C19	78°52'15"	109.51'	150.74'	90.06'	139.12'	S 20°54'55" W



Dominion
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

TRAIL CUT/FILL EASEMENT EXHIBIT

SUMMIT COUNTY, UTAH
IN THE NW 1/4 SEC 33 & SW 1/4 SEC 28, T1S, R4E, SLB&M

PROJECT NO.

3708

SHEET NO.

2 of 2

FILE NAME:
CUT/FILL

SCALE:
1"=150'

EXHIBIT C

[Legal Description]

DRAFT



January 14, 2025

SUMMIT COUNTY – OLD RANCH ROAD TRAIL EASEMENT DESCRIPTIONS

14' WIDE TRAIL EASEMENT

A 14 foot wide trail easement over, across, and through a parcel of land located in the Northwest Quarter of Section 33 and Southwest Quarter of Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian, being 7.0 feet on both sides of the following described centerline:

BEGINNING at a point 962.81 feet South 88°33'20" East along the Section line and 2.91 feet South 29°38'57" East from the Northeast corner of Section 32, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearings being North 89°50'19" West 5314.80 feet measured between the Northeast corner and Northwest corner of Section 32, Township 1 South, Range 4 East, Salt Lake Base and Meridian), and running thence North 60°21'03" East 43.39 feet to a point of curvature with a 92.51 foot radius to the left; thence northerly 127.34 feet along the arc of said curve through a central angle of 78°52'15" (chord bears North 20°54'55" East 117.52 feet) to a point of reverse curvature with a 939.29 foot radius curve to the right; thence northerly 81.95 feet along the arc of said curve through a central angle of 04°59'56" (chord bears North 16°01'14" West 81.92 feet) to a point of compound curvature with a 134.40 foot radius curve to the right; thence northerly 74.53 feet along the arc of said curve through a central angle of 31°46'17" (chord bears North 02°21'52" East 73.58 feet) to a point of reverse curvature with a 76.94 foot radius curve to the left; thence northerly 49.07 feet along the arc of said curve through a central angle of 36°32'24" (chord bears North 00°01'11" West 48.24 feet) to a point of reverse curvature with a 71.52 foot radius curve to the right; thence northerly 65.45 feet along the arc of said curve through a central angle of 52°26'02" (chord bears North 07°55'38" East 63.19 feet) to a point on a 335.99 foot radius non-tangent curve to the left; thence northerly 38.83 feet along the arc of said curve through a central angle of 06°37'16" (chord bears North 20°58'04" East 38.80 feet) to a point of compound curvature with a 335.99 foot radius curve to the left; thence northerly 90.13 feet along the arc of said curve through a central angle of 15°22'10" (chord bears North 09°58'21" East 89.86 feet) to a point on a 854.51 foot radius non-tangent curve to the left; thence northerly 143.50 feet along the arc of said curve through a central angle of 09°37'19" (chord bears North 03°46'56" West 143.33 feet) to a point on a 500.63 foot radius non-tangent curve to the right; thence northerly 96.59 feet along the arc of said curve through a central angle of 11°03'17" (chord bears North 04°59'27" West 96.44 feet); thence North 00°32'24" East 40.29 feet to a point on a 10103.02 foot radius non-tangent curve to the left; thence northerly 397.89 feet along the arc of said curve through a central angle of 02°15'23" (chord bears North 00°43'49" West 397.87 feet); thence North 10°35'24" West 43.68 feet to the POINT OF TERMINUS, said point being 1212.42 feet North and 1031.62 feet East of the Northeast corner of said Section 32.

EASEMENT FOR TRAIL CUT/FILLS

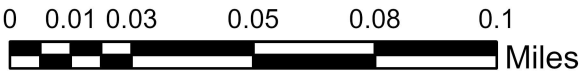
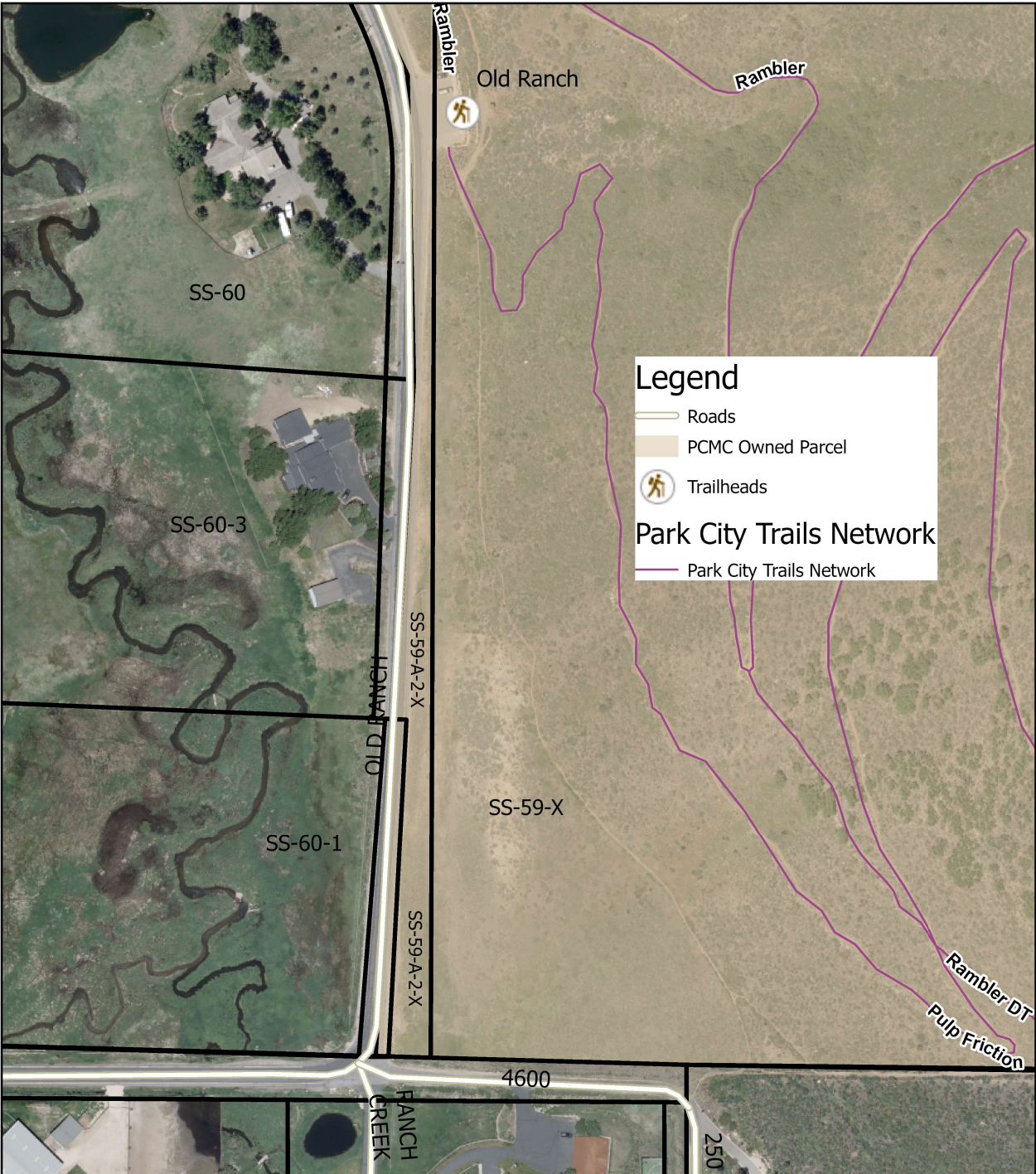
An easement for cuts and fills over, across, and through a parcel of land located in the Northwest Quarter of Section 33 and Southwest Quarter of Section 28, Township 1 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point 955.84 feet South 88°33'20" East along the Section line and 12.07 feet North from the Northeast corner of Section 32, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearings being North 89°50'19" West 5314.80 feet measured between the Northeast corner and Northwest corner of Section 32, Township 1 South, Range 4 East, Salt Lake Base and Meridian), and running thence North 18°58'57" East 16.03 feet; thence South 64°57'01" East 5.16 feet; thence North 69°28'16" East 37.27 feet to a point on a 75.51 foot radius non-tangent curve to the left; thence northerly 95.50 feet along the arc of said curve through a central angle of 72°28'04" (chord bears North 17°42'50" East 89.26 feet) to a point of reverse curvature with a 956.29 foot radius curve to the right; thence northerly 83.43 feet along the arc of said curve through a central angle of 04°59'56" (chord bears North 16°01'14" West 83.41 feet) to a point of compound curvature with a 151.40 foot radius curve to the right; thence northerly 83.96 feet along the arc of said curve through a central angle of 31°46'17" (chord bears North 02°21'52" East 82.88 feet) to a point of reverse curvature with a 59.94 foot radius curve to the left; thence northerly 38.23 feet along the arc of said curve through a central angle of 36°32'24" (chord bears North 00°01'11" West 37.58 feet) to a point of reverse curvature with a 88.52 foot radius curve to the right; thence northerly 79.45 feet along the arc of said curve through a central angle of 51°25'18" (chord bears North 07°25'16" East 76.81 feet) to a point on a 318.99 foot radius non-tangent curve to the left; thence northerly 35.49 feet along the arc of said curve through a central angle of 06°22'30" (chord bears North 20°50'41" East 35.47 feet) to a point of compound curvature with a 318.99 foot radius curve to the left; thence northerly 85.38 feet along the arc of said curve through a central angle of 15°20'10" (chord bears North 09°59'21" East 85.13 feet) to a point on a 837.51 foot radius non-tangent curve to the left; thence northerly 140.18 feet along the arc of said curve through a central angle of 09°35'23" (chord bears North 03°46'45" West 140.01 feet) to a point on a 517.64 foot radius non-tangent curve to the right; thence northerly 99.58 feet along the arc of said curve through a central angle of 11°01'21" (chord bears North 04°58'29" West 99.43 feet); thence North 00°32'24" East 40.27 feet to a point on a 10086.02 foot radius non-tangent curve to the left; thence northerly 395.90 feet along the arc of said curve through a central angle of 02°14'56" (chord bears North 00°43'35" West 395.88 feet); thence North 10°35'24" West 42.38 feet; thence North 79°24'36" East 34.00 feet; thence South 10°35'24" East 44.98 feet to a point on a 10120.02 foot radius non-tangent curve to the right; thence southerly 399.88 feet along the arc of said curve through a central angle of 02°15'50" (chord bears South 00°44'02" East 399.86 feet); thence South 00°32'24" West 40.31 feet to a point on a 483.63 foot radius non-tangent curve to the left; thence southerly 93.59 feet along the arc of said curve through a central angle of 11°05'17" (chord bears South 05°00'27" East 93.45 feet) to a point on a 871.51 foot radius non-tangent curve to the right; thence southerly 146.83 feet along the arc of said curve through a central angle of 09°39'11" (chord bears South 03°47'09" East 146.66 feet) to a point on a 352.99 foot radius non-tangent curve to the right; thence southerly 94.88 feet along the arc of said curve through a central angle of 15°24'00" (chord bears South 09°57'26" West 94.59 feet) to a point of compound

curvature with a 352.99 foot radius curve to the right; thence southerly 53.30 feet along the arc of said curve through a central angle of $08^{\circ}39'05''$ (chord bears South $21^{\circ}58'59''$ West 53.25 feet); thence South $06^{\circ}44'29''$ West 35.24 feet to a point on a 93.94 foot radius non-tangent curve to the right; thence southerly 64.12 feet along the arc of said curve through a central angle of $39^{\circ}06'25''$ (chord bears South $01^{\circ}18'11''$ East 62.88 feet) to a point of reverse curvature with a 117.40 foot radius curve to the left; thence southerly 65.10 feet along the arc of said curve through a central angle of $31^{\circ}46'17''$ (chord bears South $02^{\circ}21'52''$ West 64.27 feet) to a point of compound curvature with a 922.29 foot radius curve to the left; thence southerly 80.47 feet along the arc of said curve through a central angle of $04^{\circ}59'56''$ (chord bears South $16^{\circ}01'14''$ East 80.44 feet) to a point of reverse curvature with a 109.51 foot radius curve to the right; thence southerly 150.74 feet along the arc of said curve through a central angle of $78^{\circ}52'15''$ (chord bears South $20^{\circ}54'55''$ West 139.12 feet); thence South $60^{\circ}21'03''$ West 43.39 feet; thence North $29^{\circ}38'57''$ West 34.00 feet to the POINT OF BEGINNING.

Contains 44,250 square feet or 1.016 acres, more or less.

Exhibit B: Public Recreational Trail Easement



City Council Staff Report

Subject: Bonanza Flat Conservation Area - Adaptive Management Plan for Parking and Transit
Author: Logan Jones, Julia Collins & Johnny Wasden
Department: Trails & Open Space and Transportation
Date: February 6, 2025

Recommendation

In alignment with the Bonanza Flat Adaptive Management and Stewardship Plan (BFAMS), we recommend Council take public input and consider approving several management actions to help improve traffic and parking congestion, road safety, public transit, and local residents' access to the Bonanza Flat Conservation Area (BFCA).

Proposed actions include:

1. Launching a **Paid Parking Program** at several trailheads;
2. Enhancing the **Transit to Trails (T2T) Program** through adoption and operation by Park City Transit; and
3. Initiating a **Pilot Program for the Y Area Adjacent Parking**.

Executive Summary

Since establishing the BFCA, the management and conservation programs have resulted in numerous trailhead safety, enforcement, and parking improvements, successfully removing on-street parking issues that caused dangerous travel conditions. However, the area continues to face growing impacts from increased visitation and utilization. Using the six-step adaptive management framework in the BFAMS, we suggest that the Council consider a new paid parking program, enhance the T2T program, and add 15 additional parking spaces. These measures align with the goals and process of BFAMS and are summarized below and in **Exhibit A**.

On [June 6, 2024](#), during a City Council work session on the BFAMS, the City Council provided the following feedback:

1. Support a paid parking program as an access management demand strategy;
2. Define a local use/user program;
3. Enhance the T2T program; and
4. Continue with land conservation and trail mitigation strategies.

Analysis

The BFCA is managed under BFAMS, which guides adaptive management decisions to meet changing conditions while balancing the property's conservation values. Recent monitoring identified several new issues that require consideration of adaptive management strategies, including:

- **Trailhead Congestion:** Parking demand exceeds supply, and the increased vehicle traffic searching for trailhead parking has created roadway safety issues and a lack of parking compliance.
 - At the Bonanza Flat Trailhead, 32 out of 98 days (about 33%) in the 2024 season had overflow parking in the nearby Talisker Lot. At the Bloods Lake Trailhead, illegal queueing occurred in the drive lanes of Guardsman Pass Rd. about four days each week.
 - When the Bonanza Flat and Bloods Lake Trailheads are full, users park illegally in previously unimpacted areas and create roadway safety concerns.
- **T2T Limitations:** Insufficient transit capacity and service hours result in missed opportunities to reduce vehicle trips (especially local) and unmet demand from bike riders.
 - In 2024, transit occupancy was about 73% on T2T, and bike racks were consistently at capacity.
 - Adding more bike racks would increase ridership and reduce parking and safety concerns at trailheads and roadways.
- **Unpermitted Parking:** Restricting parking at the "Y" filled trailheads and reduced visual impacts but caused overflow into previously undisturbed areas, leading to vegetation loss and increased monitoring responsibilities for invasive species.
 - Parking citations issued for illegal parking violations have increased steadily since the implementation of parking enforcement in Bonanza Flat in 2022. We observed a 54% increase in citations issued in 2024 compared with 2023.

Together, the proposed actions are designed to address these issues while remaining flexible based on ongoing monitoring and evaluation.

Summary of Proposed Actions

1. Paid Parking Program

- **Objective:** Reduce road and trailhead congestion, enhance user enjoyment, improve safety, and promote sustainable transportation options like carpooling and public transit.
- **Key Elements:**
 - Install PCMC parking kiosks and Text2Park signage at all parking areas and use license plate recognition (LPR) systems for day-to-day enforcement.
 - The Parking Department will determine the parking rate based on relevant regional factors and supply and demand.

Implementing paid parking is an access management demand strategy. It encourages users to plan ahead and consider alternative means of transportation like T2T and carpooling to better manage access and reduce traffic and congestion. The parking program will generate revenue to cover the operational cost and can help subsidize the T2T program.

Parking Supply and Demand: The program is proposed to run from June to October, and the Parking Department will base pricing on peak/off-peak parking rates like the other city-

owned parking lots and regional trailheads. This approach benefits all users, including locals, by reducing congestion.

Bonanza Flat Locals Parking Pass: As part of this program, an optional parking permit will be available for users in the 84060 area. Eligible users must provide proof of current vehicle registration or a property tax document for 84060. Once registered, these vehicles will qualify for free parking in the Bonanza Flat Conservation Area (BFCA) paid parking zone. License plate recognition (LPR) systems will identify these vehicles as "paid" when scanned, streamlining enforcement.

2. Enhanced Transit to Trails (T2T) Program

- **Objective:** Improve transit access by increasing carrying capacity and bus frequency to address demand and provide more local users access through transit.
- **Key Elements:**
 - Expanded transit service hours and frequency will accommodate a broader range of users, reduce congestion, and improve safety concerns. The current Purple route would extend up the T2T route during the following times:
 - July 3 – October 20th
 - Friday to Monday (two additional days vs. 2024 T2T)
 - 6am – 6pm (seven additional hours vs 2024 T2T)
 - 15 Minute Frequency (doubled frequency vs 2024 T2T)
 - Deploy buses equipped with bike racks, enabling more biker access via transit.
 - Conduct outreach to promote the expanded service and its benefits.
 - Enhance user data collection to inform future transit service changes.

Historically, the T2T service was contracted to a third-party vendor. Over the course of four years, the service is at capacity, with frequent “sell out” bookings underscoring the high demand for additional capacity and service. To enhance capacity and service, the Transportation Department proposes integrating the current T2T service with the existing Purple route during the summer months.

The new Purple route will maintain its existing stops from Old Town Transit Center, traveling along Marsac Ave/SR224 to serve Marsac Ave, Empire Pass, Bonanza Flat, and the Bloods Lake trailheads.

The enhanced service will give transit users confidence by offering 15-minute frequencies, extended operating hours, and increased capacity to access the Bonanza Flat Conservation Area (BFCA). Additionally, connecting the route to the Old Town Transit Center as its new origin will enable regional users to seamlessly link to other parts of the city and county via the broader transit network.

3. Pilot Formalized Parking at the "Y"

- **Objective:** Utilize existing parking space at the "Y" to reduce overflow parking in nearby areas.

- **Key Elements:**

- Designate 15 paid parking stalls, in addition to 5 existing ADA-compliant stalls.
- Install temporary ADA-compliant restroom facility for visitor protection of watershed conservation values.
- The increase of 15 stalls at the "Y" plus the 5 ADA-compliant stalls will bring the total to 137 parking spaces out of the 175 approved for BFCA.
- Continued Coordination with Wasatch County Public Works and Public Safety officials.

Funding

To implement the proposed changes, the Transit Department could offset costs to enhance the T2T operations by utilizing existing Purple route funds, the current T2T budget, and projected paid parking revenues. Only two additional cut-a-ways would be required by leveraging three relatively underutilized cutaway buses (16-person capacity). Unutilized capital allocations within the Flagstaff Transfer Fees would cover this additional capital cost.

Paid parking implementation would largely be absorbed by existing budget allocations; however, the introduction of a local parking permit and handling trailhead-related parking violation appeals will require additional part-time seasonal administrative help, which will be covered by the existing Parking Department operational budget. Current parking administrative staff process approximately 1,250 permits annually, and the Bonanza Flat Permit is expected to increase that number to over 4,000.

While the **Paid Parking Program** is expected to generate revenue, the program's primary focus is on influencing user behavior and encouraging sustainable transportation choices. The revenue from the paid parking program in BFCA will be reserved to support:

- T2T operations and parking operations as access strategies for BFCA;
- Ongoing restoration and maintenance to protect conservation values; and
- Trailhead/Trail maintenance & improvements in BFCA.

Conclusion

An integrated approach to the Transit-to-Trails service and paid parking program represents a sustainable and efficient strategy to better manage Bonanza Flat Conservation Area access. By leveraging existing resources, improving transit capacity, and aligning funding mechanisms, the program can reduce congestion, improve safety and user experience, and promote sustainable transportation while maintaining fiscal responsibility.

Attachments

Exhibit A – Action Plans for Adaptive Management

Exhibit A: Action Plans for Adaptive Management

Presented to City Council: February 6, 2025

Proposed Implementation Period: Summer 2025

Proposed Return reporting to City Council: Winter 2026

The following adaptive actions are developed in alignment with the six-step framework outlined in the **Bonanza Flat Adaptive Management and Stewardship Plan (BFAMS)**. This framework emphasizes the importance of monitoring, evaluating, and adjusting management actions to balance sustainable recreation with the conservation values of Bonanza Flat Conservation Area (BFCA). These proposed actions address identified challenges, including parking congestion, road safety, and access to trails, while ensuring all interventions support ecological integrity, watershed protection, and sustainable public use. Each proposed action reflects a commitment to adaptive management, providing measurable objectives, clear implementation steps, and strategies for refinement based on ongoing monitoring and evaluation.

1. Paid Parking Program

Step 1: Assess

Define Objectives	Determine Methods	Predict Outcomes	Establish Metrics	Identify Uncertainties
-Regulate parking at trailheads to reduce congestion and road safety hazards. -Influence travel behavior by encouraging visitors to choose sustainable modes of transportation, such as carpooling or public transit. -Use generated revenues to offset management expenses.	-Install parking kiosks and deploy a license plate recognition (LPR) system to enforce paid parking. - The Parking Department will determine rates based on relevant regional factors.	-Reduced vehicle congestion at trailheads, particularly at Bloods Lake. -Fewer instances of unsafe roadway queuing caused by cars seeking free parking. -Increased adoption of sustainable transportation options like Transit to Trails (T2T) or carpooling. -Revenue generation.	-Occupancy rates at trailhead parking lots during peak periods. -Roadway queuing instances at Bloods Lake. -Paid parking compliance rate. -Transit to Trails ridership data. -Qualitative visitor survey results of transportation choices.	-Public compliance with and acceptance of the paid parking program. -Potential displacement of vehicles to unmanaged or unauthorized areas.

Step 2: Design

- Implement paid parking at all BFCa Trailheads.
 - Design signage and outreach materials regarding parking changes (promote webcams, T2T, other alternatives)
- Align fee structure to meet desired outcomes.

Step 3: Implement

- Install kiosks, signage, and utilize LPR systems for enforcement at trailheads.
- Conduct public outreach to educate visitors on the new system and the reasoning behind the change. Promote trip-planning and transit apps.

Step 4: Monitor

- **Parking Utilization:** Track trailhead occupancy rates and roadway queue incidents.
- **Visitor Transportation Choices:** Survey visitors to determine if the program has influenced their decisions to use sustainable options.

Step 5: Evaluate

- Compare parking and traffic patterns before and after program implementation.
- Assess the program's effectiveness in encouraging alternatives like Transit to Trails (T2T) and carpooling.

Step 6: Adjust

- Refine the program by adjusting fee structures, signage placement, or enforcement strategies based on data and feedback.
- Collaborate with regional partners to integrate solutions that address vehicle overflow or displaced parking issues.

2. Pilot Formalized Parking at the "Y"

Step 1: Assess

Define Objectives	Determine Methods	Predict Outcomes	Establish Metrics	Identify Uncertainties
-Alleviate parking congestion in surrounding areas by utilizing the "Y" area as a formalized parking pilot project. -Provide additional parking options to improve access, disperse users, and minimize environmental and infrastructure impacts. -Address growing need for alternative user experience including distinct hiking/biking access and improving access for people with disabilities.	-Designate 15 temporary paid parking stalls, alongside the 5 existing ADA-compliant stalls. -Install temporary restroom facilities to meet visitor needs during the pilot period and protect watershed value.	-Reduction in unmanaged parking in nearby areas. -Improved visitor satisfaction with the availability of formalized parking.	-Occupancy rates at trailhead parking lots during peak periods. -Reported parking-related issues in surrounding areas and lots, enforcement staff, and monitoring data.	-Effectiveness of the program in redistributing parking demand without creating overflow issues. -Visitor compliance with the paid parking and hiker-only designations.

Step 2: Design

- Use existing parking spaces at the "Y" with no additional grading or construction.
- Install temporary restroom facilities and signage for the paid parking pilot.
- Designate the area as **hiker parking only** to encourage appropriate trail usage and reduce conflicts between user groups.
- Increase capacity by 15 stalls at the "Y", plus retain the 5 existing ADA-compliant stalls. This brings the total capacity to 137 parking spaces out of the 175 approved by BFCA.

Step 3: Implement

- Remove "No Parking" signs and replace them with detailed paid parking program signage.
- Install paid parking infrastructure (kiosks, LPR enforcement plan, etc.)

- Deploy temporary restroom facilities to support visitors during the pilot period.

Step 4: Monitor

- **Parking Utilization:** Track usage of the "Y" parking area and surrounding areas.
- **Compliance:** Monitor adherence to the paid parking program.
- **Visitor Feedback:** Conduct surveys or collect feedback to evaluate the pilot program's effectiveness.

Step 5: Evaluate

- Assess the reduction of parking issues in surrounding areas compared to pre-pilot conditions.

Step 6: Adjust

- Based on pilot results, determine whether to modify or discontinue the formalized parking at the "Y."
- If successful, explore additional measures to improve parking management, such as enhanced signage or integration with broader parking strategies in the area.
- Consider implementation of formalized Trailhead infrastructure in "Y" area.

3. Enhanced Transit to Trails (T2T) Program

Step 1: Assess

Define Objectives	Determine Methods	Predict Outcomes	Establish Metrics	Identify Uncertainties
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-Improve sustainable access to BFCA by serving more users and the local community. -Reduce illegal parking in unpermitted areas near trailheads. -Reduce trailhead congestion and unsustainable modes of access.	-Expand service hours to provide greater flexibility for users. -Increase vehicle capacity by deploying larger buses equipped with custom racks capable of carrying more bicycles. -Enhance outreach to inform visitors about the expanded services and benefits of using T2T.	-Reduced illegal parking in unpermitted areas due to reduced personal vehicle volume. -Improved visitor access and satisfaction due to improved access options.	-Reduction in parking violations in unpermitted areas near trailheads. -T2T ridership. -Qualitative visitor survey results of transportation choices. -Visitation - trail counter and cellphone visitation data.	-Public adoption of enhanced services. -Effectiveness of larger vehicles and improved racks in meeting demand.
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Step 2: Design

- Develop a schedule with expanded service times to accommodate a broader range of users.
- Source larger transit vehicles with custom bicycle racks to increase capacity.
- Plan targeted outreach campaigns to promote the enhanced service.

Step 3: Implement

- Deploy larger buses equipped with upgraded bicycle racks.
- Roll out expanded service hours to cover peak and off-peak visitation times.
- Launch a public information campaign emphasizing the benefits of the enhanced T2T program.

Step 4: Monitor

- **Ridership Trends:** Track daily and peak-period ridership data to assess the program's reach.

- **Illegal Parking:** Monitor instances of illegal parking in unpermitted areas near trailheads.
- **User Feedback:** Collect feedback from T2T riders on convenience, capacity, and overall satisfaction.

Step 5: Evaluate

- Compare illegal parking incidents and ridership data to pre-enhancement baselines.
- Assess the effectiveness of larger vehicles and custom racks in meeting user needs.
- Evaluate public awareness and satisfaction with the improved service.

Step 6: Adjust

- Modify service schedules and vehicle configurations based on ridership and feedback trends.
- Collaborate with stakeholders to address gaps, such as unserved areas or peak-time overcrowding.
- Refine outreach strategies to reach underrepresented user groups.



City Council Staff Report

Subject: Treasure Hill Conservation Easement
Author: Ryan Blair
Department: Property and Open Space
Date: February 6, 2025

Recommendation

The Property and Open Space teams have revised the Treasure Hill Conservation Easement following the City Council's direction provided on [December 19, 2024](#). The Team requests the City Council review, take public input, and consider approving the proposed Treasure Hill Conservation Easement.

Executive Summary

Since the acquisition, several programs and projects have been implemented in collaboration with community stakeholders and residents, including:

On [May 2, 2019](#), the City Council discussed the initial Capital Improvement Plan for the Treasure Hill Open Space, which set forth the following project list:

- **2021:** Construction of the Sixth Street Stairs was completed.
- **2021-2022:** The new Mother Urban Trail was built, supported by a \$50,000 donation from a neighborhood coalition.
- **2022:** The Treasure Hill Trailhead and Rich Martinez statue were completed, including a donation from the Martinez family.

On [August 19, 2021](#), the City Council approved a contract with Alpine Forestry to develop and implement a Treasure Hill Forest Health Plan, which included the following phases:

- **Phase I:** Defensible Space and Mitigation Plan (2021)
- **Phase II:** Wildfire Mitigation (Spring/Fall 2022), which finalized defensible space work where applicable.
- **Phase III:** Wildfire Mitigation (Spring/Fall 2023)

On [November 18, 2021](#), the City Council awarded a contract to Summit Land Conservancy to initiate a baseline inventory of the property and draft a proposed conservation easement. The baseline inventory outlines existing property features and conditions before a conservation easement is considered for final adoption.

Summit Lands' work was done in conjunction with an ALTA (American Land Title Association) survey procured by the City. This survey produced a licensed and recorded survey establishing the boundary, encumbrances, and existing conditions of the property. Typically, an ALTA survey is used to support the baseline inventory.

On [December 5, 2023](#), the City Council was provided an update in anticipation of a proposed conservation easement for its consideration.

Another update was provided to the Council on [December 19th, 2024](#), when the property and open space team walked through various components of the proposed easement and received feedback from the council. Policy direction (changes) obtained from the City Council have been incorporated into the updated easement document proposed for your consideration and review in Exhibit 1.

Encroachments were discussed in depth during the Council meeting, specifically for this property and all other city properties. The team was asked to return with a comprehensive discussion of encroachment public policy to contemplate how it can streamline a new and forward-looking encroachment policy. The team has begun researching different policies in other municipalities and anticipates returning soon in 2025 to support the City Council policy discussion with research and information on best practices.

In the meantime, we seek Council consideration of the Treasure Hill Conservation Easement for final adoption.

[Analysis](#)

The proposed Treasure Hill Conservation Easement is attached as Exhibit 1. A breakdown of each easement component was outlined and discussed in the [December 19th work session Staff Report](#). After publishing the prior draft, we received feedback from the City Council, the public, Summit Lands, the previous property owner, and the current ski resort operator. Changes were made based on the collection of that feedback and the Council's direction.

Pursuant to City Council direction, the primary changes to the easement draft since the prior version include:

- Changes to the requirements for modifying ski resort operations in sections 6 and 9 of Exhibit C to the Conservation Easement (pgs. C-1 to C-2).
 - o We bolstered the notice provision, ensuring the Conservancy is formally notified of any proposed changes and has an additional opportunity to provide comments.
 - o We removed the Conservancy's right to approve or deny changes to ski resort operations. As the property owner, the City has sole authority to approve or deny these specific modifications.
 - o The Conservancy requested that the Council add its approval language back into the Conservation Easement, which would only apply if the City sold the property. Their proposed language can be found in Exhibit 2.

- Changes to encroachments in section 20 of Exhibit C of the Conservation Easement (pgs. C-5 to C-6).
 - o We added a clause in the encroachment section that allows existing encroachments to remain “based on evidence of a legal right to exist in their current location.” This likely only applies to historic improvements placed on the property long before City ownership occurred.
 - o The specific encroachments that this clause might apply to are listed specifically so that other property owners cannot assert future claims based upon this new clause.

Exhibits

Exhibit 1: Proposed Conservation Easement

Exhibit 2: Conservancy Approval Language

WHEN RECORDED, RETURN TO:
Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060

TREASURE HILL CONSERVATION EASEMENT

THIS TREASURE HILL CONSERVATION EASEMENT (this “Easement”) is made effective as of the date of recording with the office of the Summit County Recorder (the “Effective Date”) by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“City”), and SUMMIT LAND CONSERVANCY, a Utah nonprofit corporation (“Conservancy”). The City 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 B1: Encroachment Exhibits
Exhibit C: Permitted and Restricted Uses and Practices
Exhibit D: Existing Rights (Title Exceptions)

RECITALS

- A. The City owns approximately 104.8 acres of certain real property and appurtenances, commonly referred to as the Treasure Hill Open Space, located in Park City, Summit County, State of Utah (collectively, the “Property”). The Property is described in Exhibit A and shown on the Property Map attached as Exhibit B.
- B. As fee owner of the Property, the City owns the affirmative right to identify, preserve, enhance, and protect forever the Conservation Values (defined below) of the Property. The City desires to grant a Conservation Easement in perpetuity to Conservancy pursuant to Utah Code Title 57, Chapter 18, sections 1 through 7, Land Conservation Easement Act (“Utah Conservation Easement Act”) which authorizes the acquisition of a conservation easement by a qualified organization for the purpose of preserving and maintaining land predominantly in a natural, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat or other use or condition consistent with the protection of open land.
- C. The Property is open hillside and forested land immediately adjacent to Park City’s Historic Old Town with seasonal public access to trails maintained by the City and ski runs that are part of “Park City Mountain” ski resort. Prior to the City’s ~~purchase~~acquisition of the Property, the Property was the subject of planning and development activities to exercise vested Development Rights (defined below) for the construction of multi-story commercial resort accommodations and associated amenities. A portion of the Property was deeded to the City in 1996, and more recently, Park City’s voters approved a \$48 million general

obligation bond to finance the acquisition ~~and preservation of the remainder~~ of the Property ~~and~~ to ~~preserve and~~ protect the Property's conservation values, to eliminate any future commercial or residential development, and to make limited improvements for public access, trailhead parking and use.

D. The conservation purposes and values preserved and protected under this Easement include (i) the preservation of land for outdoor recreation and education of the general public, (ii) the protection of a relatively natural habitat for wildlife, plants, and natural vegetation; (iii) the preservation of open space, including forest land, for the scenic enjoyment of the general public; and (iv) the preservation of historic structures and historic character. Said conservation purposes and values are consistent with the requirements of I.R.C. § 170(h) (2006) and are described in more detail in subsections (i) through (v) immediately below and are collectively referred to as the “Conservation Values.”

- (i) Preservation of Public Outdoor Recreation. The Property has natural surface trails frequently used by the general public in the spring, summer and fall for hiking, trail running, dog walking, and mountain biking. Said trails are accessible from Park City's Historic Old Town and are supported by trailheads and access points from adjacent residential public streets. The Property's trails are part of and connected to the greater Park City world-class mountain trails network. Some trails on the Property have educational signage and artwork pertinent to Park City's mining town history including the giant sculpture of a miner at the Lowell Avenue trailhead. The “Town Lift” chairlift and ski runs are located on the Property and are operated and managed by the “Park City Mountain” ski resort operator during the winter months. The chairlift and ski area provide an important skier/snowboarder access point from Old Town to the larger ski resort area, with ski-in and ski-out opportunities for occupants of residences on Norfolk Avenue, Woodside Avenue and Lowell Avenue, Crescent Tram, 8th Street and King Road. Ski resort lift tickets are widely available for purchase by the public. During the winter months the public accesses the Property for additional snow related recreation including snowshoeing and uphill-travel skiing outside of ski resort operating hours.
- (ii) Protection of Natural Habitat for Wildlife and Vegetation. The Property is relatively natural habitat for a variety of wildlife including large ‘game’ (deer, elk, moose), ground mammals (marmot, squirrel, ermine) and birds (grouse, medium-large raptors). Sightings of deer and moose are common on the Property year-round. The Property has been identified as part of a crucial habitat for moose, elk, mule deer, and dusky grouse. The Property has a special status designation as a habitat for the northern goshawk, a Sensitive Species. The milkweed plants and foraging opportunities on the Property provide an ideal annual migratory location for the monarch butterfly. The flowering plants on the Property create a suitable habitat for the western bumble bee, a species being reviewed for protection under the Endangered Species Act. The Property is dominated by mature Gamble Oak, Sagebrush, White Fir, Conifers, Rocky Mountain Quaking Aspen, and Rocky Mountain and Bigtooth Maples, creating a spectacular scenic view for the general public throughout Park City.

- (iii) Preservation of Open Space for Scenic Enjoyment. The Property is clearly visible from many public roadways and trails throughout Park City and from the Town Lift chairlift that connects directly to Park City’s Historic Main Street. The Property is visible from Old Town, Masonic Hill, Lower Deer Valley, Resort Center neighborhoods, and from higher elevation vantage points throughout the City. The Property offers a view of skiers descending snow covered ski runs in the winter and forested hillsides year-round, a view that is particularly striking in the fall with vibrant, colorful foliage. Preservation of the Property for conservation purposes is consistent with the community open space values reflected in the *Park City General Plan*, adopted by the City in 2014. A strategy of said plan is that regions should be bounded by and provide a continuous system of greenbelt/wildlife corridors with an emphasis on the goal of protecting viewsheds of surrounding neighborhoods and the Historic Main Street corridor.
 - (iv) Preservation of Historic Structures and Character. One of the core values of the Park City community is the preservation of the City’s historic character. Park City is home to more than 400 historic sites and two National Register Historic Districts. The undeveloped Property complements the historic character of adjacent lands, and the Property has ruins and artifacts from Park City’s mining era. The Property overlooks the Main Street Historic District and is adjacent to the Old Town Historic neighborhood with densely built residential homes of historical significance dating back to the mining boom period of 1872–1929. Some residences are original miner’s cabins that reflect Queen Anne, Mission/Spanish Revival and Victorian architectural styles. Aerial tram towers and associated historic mining artifacts are located on the Property and are accessible from public trails.
- E. The Conservation Values are further documented in the Baseline Document Report (the “Baseline Report”), a copy of which is on file at the offices of the City and the Conservancy. The City and Conservancy hereby acknowledge that said Baseline Report memorializes the condition of the Property as of the Effective Date of this Easement.
- 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 I.R.C. §§ 501(c)(3) and 509(a)(1). The Conservancy is organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes. The Conservancy is a “qualified organization” within the provisions of I.R.C. § 170(h), it is qualified to acquire and hold conservation easements, and it is a qualified “Conservancy” for a conservation easement under the Utah Conservation Easement Act.
- G. This Easement is granted following the acquisition of a portion of the Property by the City (together with the property known as Armstrong/Snow Ranch Pasture, also located in Park City) for \$64 million dollars, largely using the proceeds of a \$48 million-dollar open space bond supported by a public vote of 77.3% of the Park City community on November 6, 2018. The express purpose of the open space bond was to enable the City to acquire and forever preserve the Property (and Armstrong/Snow Ranch Pasture) to protect the

conservation values, improve public access and eliminate any future commercial or residential development.

- H. To accomplish the Conservation Purposes (defined below), the City desires to convey to the Conservancy and the Conservancy desires to accept from the City a conservation easement that restricts the uses of the Property as provided herein and grants certain rights to the Conservancy to preserve, protect, identify, restore, monitor, and enhance the Conservation Values in perpetuity.
- I. The Conservancy agrees, by accepting this grant, to honor the existing agreements and the intentions of the City stated herein and to preserve and protect the Conservation Values of the Property in perpetuity for the public benefit. The Conservancy acknowledges that no goods or services or other consideration of any kind whatsoever were received by the Conservancy in consideration of or exchange for this Easement.

CONSERVATION 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 Utah state law including without limitation the Utah Conservation Easement Act, the City and the Conservancy agree as follows:

- 1. GRANT OF EASEMENT. The City voluntarily and without consideration of any kind hereby grants and conveys to the Conservancy, and the Conservancy hereby accepts from the City, a perpetual conservation 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.
- 2. CONSERVATION PURPOSES. The purposes of this Easement are to preserve and protect in perpetuity and, in the event of their degradation or destruction, to assure the preservation and restoration of the Conservation Values of the Property. In particular, the purpose of this Easement is to protect natural vegetation and wildlife habitat, maintain the Property's natural, aesthetic, and scenic open space qualities, provide public access to outdoor recreation, and complement the local historic districts. In achieving the above-named purposes (collectively, the "Conservation 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 Conservation Values protected herein, and consistent with the terms, conditions, and restrictions stated in this Easement.
- 3. BASELINE REPORT. By its execution of this Easement, the Conservancy acknowledges that the City's present uses of the Property are compatible with the purposes of this Easement. To evidence the present condition of the Property (including both natural and manmade features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline 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 Baseline Report, signed by the Parties at the time of this grant of Easement, 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. In addition to the public benefits described as the Conservation Values, the Baseline Report identifies public policies and statements and/or other factual information supporting the significant public benefit of this Easement. The Conservancy may use the Baseline Report in enforcing provisions of this Conservation Easement but is not limited to use of the Baseline Report to show change of conditions. The Baseline Report is incorporated into this Conservation Easement by reference. The City and the Conservancy approve the Baseline Report, a copy of which is on file with the City and the original of which is on file with the Conservancy at their respective addresses for notices set forth below.

4. THE CONSERVANCY’S RIGHTS. To accomplish the Conservation 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 Conservation Values in perpetuity, and in the event of their degradation or destruction, the right to restore 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 by public ways or otherwise including, but not limited to, any access easements appurtenant to the Property or held by the City, to enter upon the Property at any time in order to: monitor compliance with and otherwise enforce the terms of this Easement; to study and document ecosystems and other features of the Property; to take ground and aerial photographs of the Property; and to determine whether activities on the Property are in compliance with the terms of this Easement; all in a manner that does not unreasonably disturb the use of the Property by the Property users consistent with this Easement.
- 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, in any material respect, with the preservation of the Conservation Values.

5. USES OF THE PROPERTY.

- A. The City may use and manage the Property as open space for passive recreational use by the public consistent with the Conservation Values and the permitted and prohibited uses described in Exhibit C (the “Reserved Use Rights”).
- B. The City reserves to the City and the City’s successors and assigns as the owner of the Property all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in uses of the Property that are not expressly prohibited herein and that are consistent with the purpose of the Easement, including without limitation the right to engage in or permit others to engage in Reserve Use Rights.

C. Adjacent property owners and others have certain rights to use the Property (“Existing Rights”) as described in:

- i. The ~~Exception~~exceptions and documents referenced in Schedule B, Part II, of the Alta Commitment for Title Insurance for the ~~parcels with tax serial numbers PC-321-X, PC-351-X and PC-364-A-X, and part of the parcel with tax serial number PC-364-A-X,~~Property prepared by Stewart Title Guaranty Company, with a commitment date of ~~February 27~~November 1, 2024 ~~which.~~A list of the exceptions and documents is attached as Exhibit D.
~~The Exceptions and documents referenced in Schedule B, Part II, of the Alta Commitment for Title Insurance for the parcel with tax serial number THILL-S-X, prepared by Stewart Title Guaranty Company, with a commitment date of March 28, 2022, which is attached as Exhibit D.~~
- ii. That certain Agreement dated November 30, 1981, as amended by a First Amendment to Tram Agreement dated October 5, 1982, a Second Amendment to Tram Agreement dated August 14, 1984, a Third Amendment to Agreement dated February 25, 1997, and a Fourth Amendment to Agreement dated February 1, 1999 , as attached in Exhibit D (collectively, “Town Lift Agreement”).

6. APPROVAL REQUEST.

- A. The Conservancy’s Approval. The City will not undertake or authorize any activity requiring prior approval by the Conservancy, as set forth in Exhibit C, 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, the City will send the Conservancy written notice of the City’s intention to undertake or authorize 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 30 days of receipt of the City’s notice.
- B. The Conservancy’s Decision. No later than 30 days from the Conservancy’s receipt of information adequate to review the proposed activity, the Conservancy will notify the City of its disapproval or approval of the City’s proposal, or the Conservancy may approve the City’s proposal with 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. Conservancy’s failure to respond within the 30 days shall be deemed an approval. 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.

7. ENFORCEMENT AND REMEDIES.

- A. Notice of Violation; Corrective Action. If the Conservancy becomes aware that a violation of the terms of this Easement caused by the City, as specified in section 7(A)(i), has occurred or is threatened to occur, the Conservancy will give written notice to the City of such violation and the City 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 the City fails to cure such violation within 60 days after receipt of notice from the Conservancy, or under circumstances where the violation cannot reasonably be cured within a 60-day period, or if the City fails to begin curing such violation within the 60-day period or if the City fails to continue diligently to cure such violation until finally cured, the Conservancy will have all remedies available at law or 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 other available legal and equitable remedies, including, but not limited to, monetary damages arising from the violation. The Conservancy's rights under this section apply equally to actual or threatened violations of the terms of this Easement. The City agrees that the Conservancy's remedies at law for any violation of the terms of this Easement may be inadequate and that the Conservancy is entitled to the injunctive relief described in this section, 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 Utah Conservation Easement Act are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.
- i. The City is responsible for the acts of persons acting on its behalf, at its direction, or with its authorization, including but not limited to the City's agents and employees (the "City Parties"). The Conservancy has the right to enforce this Easement against the City for any use of or activities upon the Property that violate the terms of this Easement and are a direct result of an act of the City Parties. Except for the City Parties, the City is not liable for any acts, actions, or omission of any other person and the Conservancy does not have a right to enforce this Easement or make any claim arising under this Easement with respect to the City for the acts or omissions of any other person.
 - ii. The Conservancy has the right, but not the obligation, to pursue all legal and equitable remedies provided under this section against any third party responsible for any activity or use of the Property that is a violation of this Easement.

- B. Costs of Enforcement. If either Party is the prevailing Party in any action against the other, the non-prevailing Party shall reimburse the prevailing Party for any reasonable costs of enforcement or defense, including court costs, mediation and, if applicable, arbitration costs, reasonable attorneys' fees, and any other payment ordered by such Court or arbitrator.
- C. Emergency Enforcement. If the Conservancy, in its reasonable good faith judgment, determines that circumstances require immediate action to prevent or mitigate significant, immediate and material damage to the Conservation Values or to prevent significant and material breach of this Easement, the Conservancy may pursue its remedies under this Easement without prior notice to the City and without waiting for the cure period to expire. Conservancy shall concurrently or as soon as possible thereafter notify the City orally and in writing of all actions taken pursuant to this section.
- D. Forbearance Not a Waiver. Any forbearance by Conservancy to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Conservancy of such violation or another violation of this Easement or of any of Conservancy's rights under this Easement. No delay or omission by Conservancy in the exercise of any right or remedy upon any breach shall impair such rights or remedy or be construed as a waiver.
- 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 City's Control. Notwithstanding anything here to the contrary, nothing contained in this Easement will be construed to entitle the Conservancy to bring any action against the City for, or to require the Conservancy or the City to, restore destruction of or damage to the Conservation Values resulting from, any damage, injury to or change in the Property resulting from or arising as a result of causes beyond the City's control, including without limitation fire, flood, storm, earth movement, landslides, acts of God and/or any other natural disasters or from any action that the City reasonably determines is prudent under emergency conditions to prevent, abate, or mitigate significant injury to the Property.

8. REPRESENTATIONS AND WARRANTIES.

- A. Hazardous Material. The City warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law.
- B. State of Title. The City represents and warrants that the City has good and marketable fee title to the Property, subject only to any liens, encumbrances and

defects described in the title commitment obtained by the Conservancy prior to execution of this Easement. To the best of the City's knowledge, there are no existing easements, leases or other agreements that might cause extinguishment of this Easement, or that would materially impair the Conservation Purposes.

- C. Compliance with Laws. The City 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. The City represents and warrants that to its knowledge 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. Disclosure of Easement Information. The Conservancy has informed the City of the types and legal effects of conservation easements and has advised the City to obtain independent legal advice as required by section 57-18-4 of the Utah Conservation Easement Act.
 - F. 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 the City represent and warrant that the execution of this Easement has been duly authorized by the City.
9. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. The City will be responsible for 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 the City, the public, or any third parties from risks relating to conditions on the Property. The City agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the City 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 the City. The City will be solely responsible for any costs related to the maintenance of general liability insurance covering the City's acts on the Property. The City remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by the City 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 the City, the obligations of each and all of them under this Easement will be joint and several.
10. RUNNING WITH THE LAND. This Easement burdens and runs with the Property in perpetuity. Every provision of this Easement that applies to the City 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. The City agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by the City in any subsequent deed or other legal instrument by which the City divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and the City further agrees to notify the Conservancy of any pending transfer (including, without limitation, leases) at least 45 days in advance of the transfer. The failure of the City to comply with this section will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the City, 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. Upon conveyance of the Property to any third party, the City will have no further obligations or responsibilities of any kind under this Easement except for matters and occurrences, if any, that arise or arose out of acts or conditions prior to the date of conveyance.

12. INDEMNIFICATION.

- A. Cross Indemnification. Notwithstanding any other provision of this Agreement to the contrary, each Party hereby indemnifies, defends, and holds harmless the other, including, without limitation, the other 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 an Indemnified Party may suffer or incur as a result of, or arising out of use of or activities on the Property, except to the extent caused by the negligence of, or willful misconduct by, the other indemnifying Party.
- B. City Indemnification. The City hereby 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 City's title to the Property or representations and warranties made in this Easement.
- C. No provision of this Easement shall waive any defense or limitation of the Government Immunity Act of Utah (Utah Code §§ 63G-7-101 to -904, as amended).

13. CHANGE OF CONDITIONS. In granting this Easement, the City 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 the City and the

Conservancy that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of the City, or the City'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 the 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 conservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. Proceeds received 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 and distributed, unless otherwise provided by law at the time, in accordance with section 16 ("Use of Proceeds").
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, the City 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, it being expressly agreed that this Easement constitutes a compensable property right, in addition to the City's fee interest, which the Parties agree shall be the priority claim in any condemnation in which the City is not directly involved in its government role. Proceeds received pursuant to condemnation proceedings will be determined and distributed, unless otherwise provided by law at the time, in accordance with section 16 ("Use of Proceeds").
16. USE OF PROCEEDS. Condemnation, termination, or extinguishment proceeds will be utilized by the City to advance conservation purposes and acquire a fee-simple, conservation easement or a similar property interest in open space lands. As appropriate and upon mutual agreement of the Parties, Conservancy may hold a property interest in the acquired property as a joint property owner, conservation easement holder, conservation easement co-holder or otherwise.
17. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement might be appropriate, the Parties may by mutual written agreement jointly amend this Easement. Any such amendment will: (1) be consistent with the preservation of the Conservation Values of the Property and the Conservation Purposes of this Easement; (2) not affect its perpetual duration or its qualification under any laws; (3) 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 I.R.C. § 501(c)(3); and (4) have a positive or not less than neutral conservation outcome. Any such amendment will be recorded in the land records of Summit County, Utah. Nothing in this section will require either Party to agree to any amendment or to consult or negotiate regarding any amendment.

18. INTERACTION WITH STATE LAW. The provisions of the above sections addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding, and in addition to, any provisions addressing such actions under Utah law.

19. NOTICE. Any written notice called for in this Easement shall be delivered: (i) in person; (ii) by certified mail, return receipt requested, postage prepaid; (iii) by 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 the Conservancy:

Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060
Attention: Chief Executive Officer

To the City:

Park City Municipal Corporation
P.O. Box 1480
445 Marsac Ave.
Park City, UT 84060
Attention: City Attorney

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.

20. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Conservation 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 Conservation Values and Conservation Purposes is favored, regardless of any general rule of construction that may be to the contrary. 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 conservation provisions will apply.

B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.

C. Captions. The section captions in this Easement 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 a “city” or “operator” as those words are defined and used in Environmental Laws (defined below), (b) the obligations or liabilities of a person described in 42 U.S.C. § 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 the City’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.
- E. Merger. This Easement shall not be extinguished under the doctrine of merger. Notwithstanding the foregoing, prior to any occasion in which the Conservancy takes legal title to the City’s interest in the Property, the Conservancy must commit the monitoring and enforcement of this Easement to another qualified organization within the meaning of I.R.C. § 170(h)(3), 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. Unless defined elsewhere in this Easement, capitalized terms used in this Easement have the following meanings.
- i. 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.
 - ii. All references to the “I.R.C.” or “IRS Code” means the Internal Revenue Code in Title 26 of the United States Code.
 - iii. The terms the “City” and the “Conservancy”, and any pronouns used in place thereof, mean and include, respectively, the City and the City’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 U.S.C. §§ 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §§ 6901 et seq.); similar Utah state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

21. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment or condemnation that complies with this Easement, 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 I.R.C. § 501(c)(3) and/or I.R.C. § 170(h) and Utah Conservation Easement Act § 57-18-3 as an eligible donee to receive this Easement directly (the “Eligible Donee”); and (iii) the Eligible Donee has the commitment and resources to enforce, and agrees to enforce, this Easement. Conservancy agrees to provide written notice to the City at least 60 days prior to any intended transfer of this Easement and if the City requests that the Easement be transferred to a specific Eligible Donee, the Parties shall make reasonable efforts to transfer the Easement to said Eligible Donee. Any subsequent transfer of this Easement by any successor in interest to the Conservancy in whole or in part shall also be subject to the provisions of this section. 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.

22. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision in this Easement is held invalid or unenforceable by any court 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, the Parties want a court to interpret this Easement as follows:

- i. with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
 - ii. if an invalid or unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written;
 - iii. by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
 - iv. if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.
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.
24. RECORDING EFFECTIVE DATE. This Easement shall be effective (the “Effective Date”) on the day it is delivered for recording with the office of the Summit County Recorder, with a date-stamped copy retained as proof of timely delivery. The Conservancy is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and the City agrees to execute any such instruments upon reasonable request.
25. ENTIRE AGREEMENT. This Easement, including the Exhibits attached hereto and the Baseline Report, 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 transactions contemplated by this Easement.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE
CONSERVATION EASEMENT

THE CITY, AS GRANTOR, AND THE CONSERVANCY, AS GRANTEE, have executed this Conservation Easement as of the Effective Date.

GRANTOR:

Park City Municipal Corporation

GRANTEE:

Summit Land Conservancy, a Utah
nonprofit corporation

By: _____

By: _____
Cheryl Fox, Chief Executive Officer

Printed Name: _____

Title: _____

GRANTEE ACKNOWLEDGMENT PAGE
CONSERVATION EASEMENT

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

The foregoing instrument was executed before me this _____ day of _____, 20____, by Cheryl Fox, the Chief Executive Officer of Summit Land Conservancy, a Utah nonprofit corporation.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

GRANTOR ACKNOWLEDGMENT PAGE
CONSERVATION EASEMENT

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

The foregoing instrument was executed before me this _____ day of _____, 20____, by _____, the _____ of Park City Municipal Corporation.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

**EXHIBIT A
TO
CONSERVATION EASEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

A boundary consisting of two (2) parcels of land located in Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said boundary being more particularly described as follows:

Parcel 1:

Beginning at the center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being South 16°50'13" East, 74.98 feet, more or less from a Park City Monument at the intersection of Lowell Avenue and Shepard Street as shown on the Silver Hill ALTA Property Survey recorded December 29, 1994, as Survey No. S-1870 on file and of record in the office of the County Recorder, Summit County, Utah, thence South 35°16'39" East, 42.58 feet to the point of curvature of a curve to the left, of which the radius point bears North 54°04'32" East, a radial distance of 125.00 feet; thence easterly along the arc of said curve a distance of 275.37 feet, through a central angle of 126°13'13" to a point on the quarter section line of said Section 16; thence along said quarter section line North 89°56'24" East, 141.17 feet; thence South 27°00'12" East, 15.89 feet; thence South 42°57'14" East, 3.40 feet; thence South 55°53'00" West, 93.90 feet; thence South 57°40'08" East, 109.20 feet; thence North 60°08'27" East, 11.21 feet; thence South 38°06'27" East, 39.16 feet; thence South 57°40'08" East, 94.35 feet; thence North 33°32'19" East, 86.59 feet; thence North 23°38'00" West, 40.92 feet; thence South 66°22'00" West, 10.00 feet; thence North 20°02'58" East, 14.48 feet; thence South 69°44'50" East, 41.63 feet; thence South 70°15'52" East, 48.98 feet; thence South 66°22'00" West, 18.75 feet; thence South 32°43'26" West, 24.33 feet; thence South 14°07'38" West, 27.12 feet; thence South 23°38'00" East, 17.00 feet; thence South 45°11'38" East, 54.42 feet; thence South 23°38'00" East, 404.45 feet; thence North 66°52'00" East, 75.00 feet to the Northwest corner of Lot 14, Block 28 of the Park City Survey Amended Plat; thence South 23°38'00" East, 103.87 feet; to a point on the North boundary of the Treasure Hill Subdivision Phase 2 according to the official plat thereof recorded on August 20, 2003, as Entry No. 669916 in the office of the recorder, Summit County, Utah, thence along said boundary the following two (2) courses: 1) South 66°22'00" West, 224.99 feet; thence 2) South 23°38'00" East, 395.57 feet to the North boundary of the Treasure Hill Subdivision Phase 1 according to the official plat thereof recorded on April 15, 1996 as Entry No. 452295 in the office of the recorder, Summit County, Utah; thence along said boundary the following four (4) courses: 1) South 52°00'00" West, 223.20 feet; thence 2) South 84°00'00" West, 112.53 feet; thence 3) South 79°00'00" West, 825.00 feet; thence 4) South 33°32'19" West, 600.01 feet; thence North 47°25'46" West, 856.74 feet; thence North 08°56'27" East, 845.30 feet; thence North 02°31'24" West, 503.18 feet more or less to a point on the quarter section line of Section 16; thence along said section line North 89°56'30" East, 1,081.16 feet more or less to the point of beginning.

(Tax Serial Nos. PC-321-X, PC-351-X and PC-364-A-X)

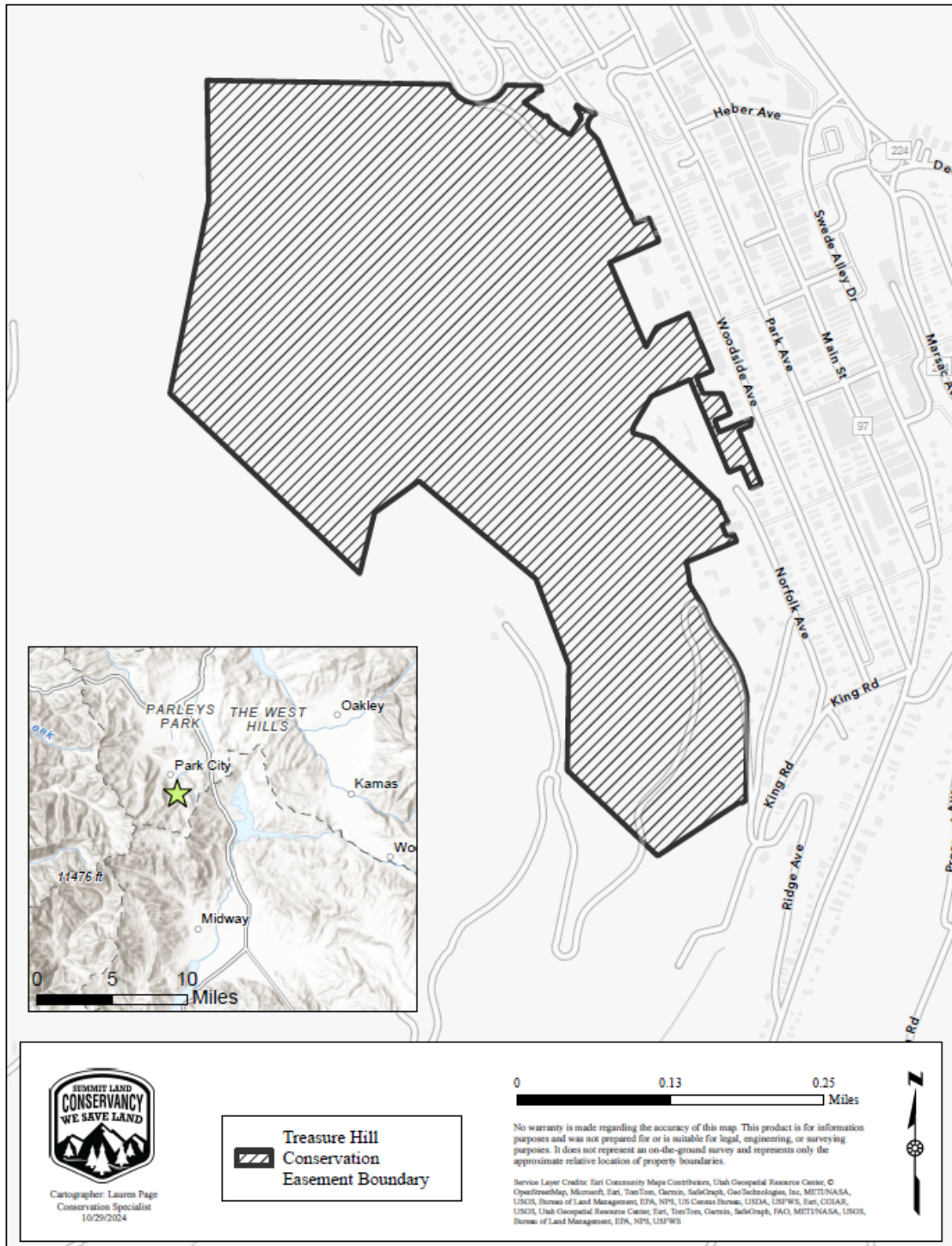
Parcel 2:

ALL OF LOT 5 (OPEN SPACE PARCEL) PHASE I, TREASURE HILL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

(Tax Serial No. THILL-5-X)

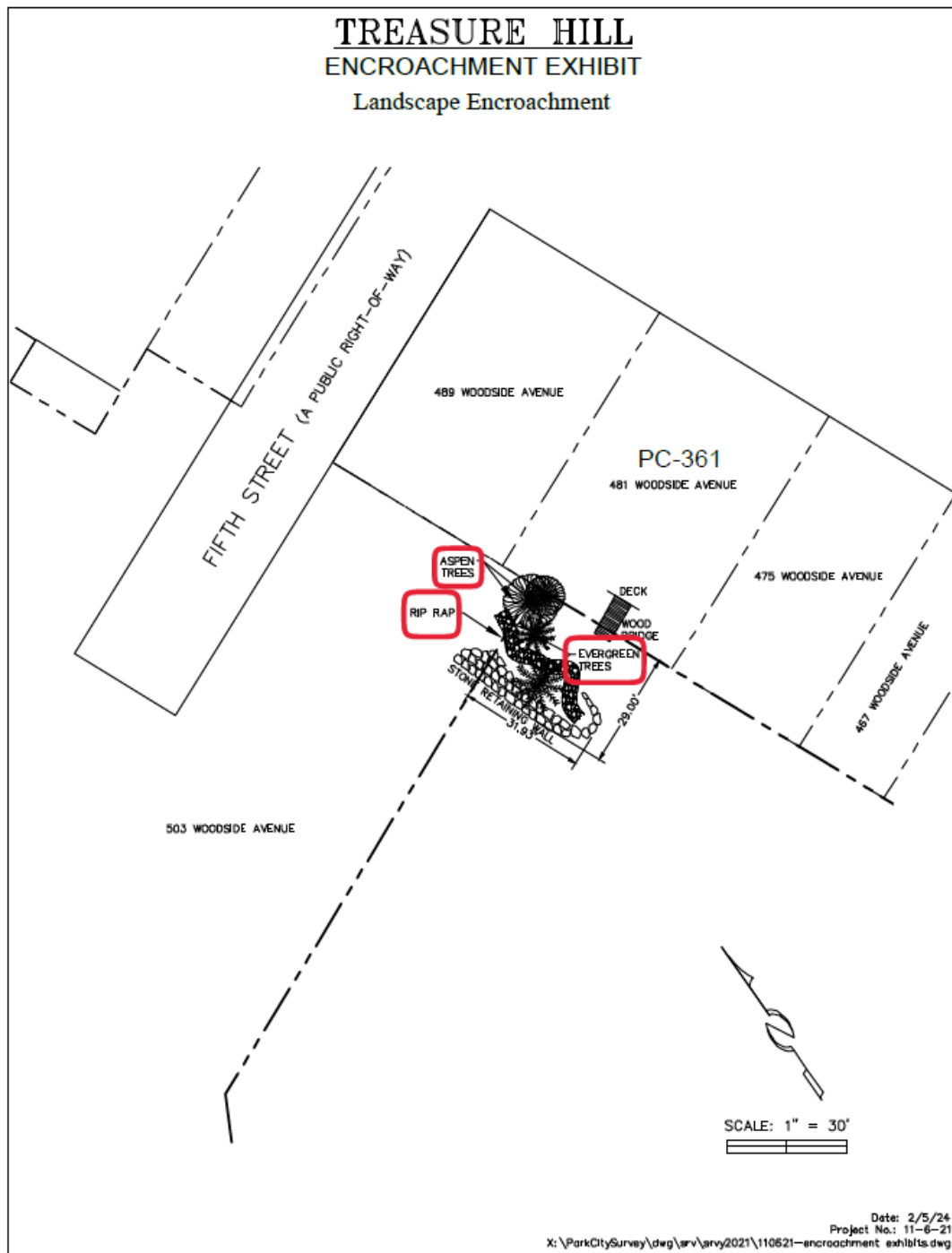
**EXHIBIT B
TO
CONSERVATION EASEMENT**

PROPERTY MAP

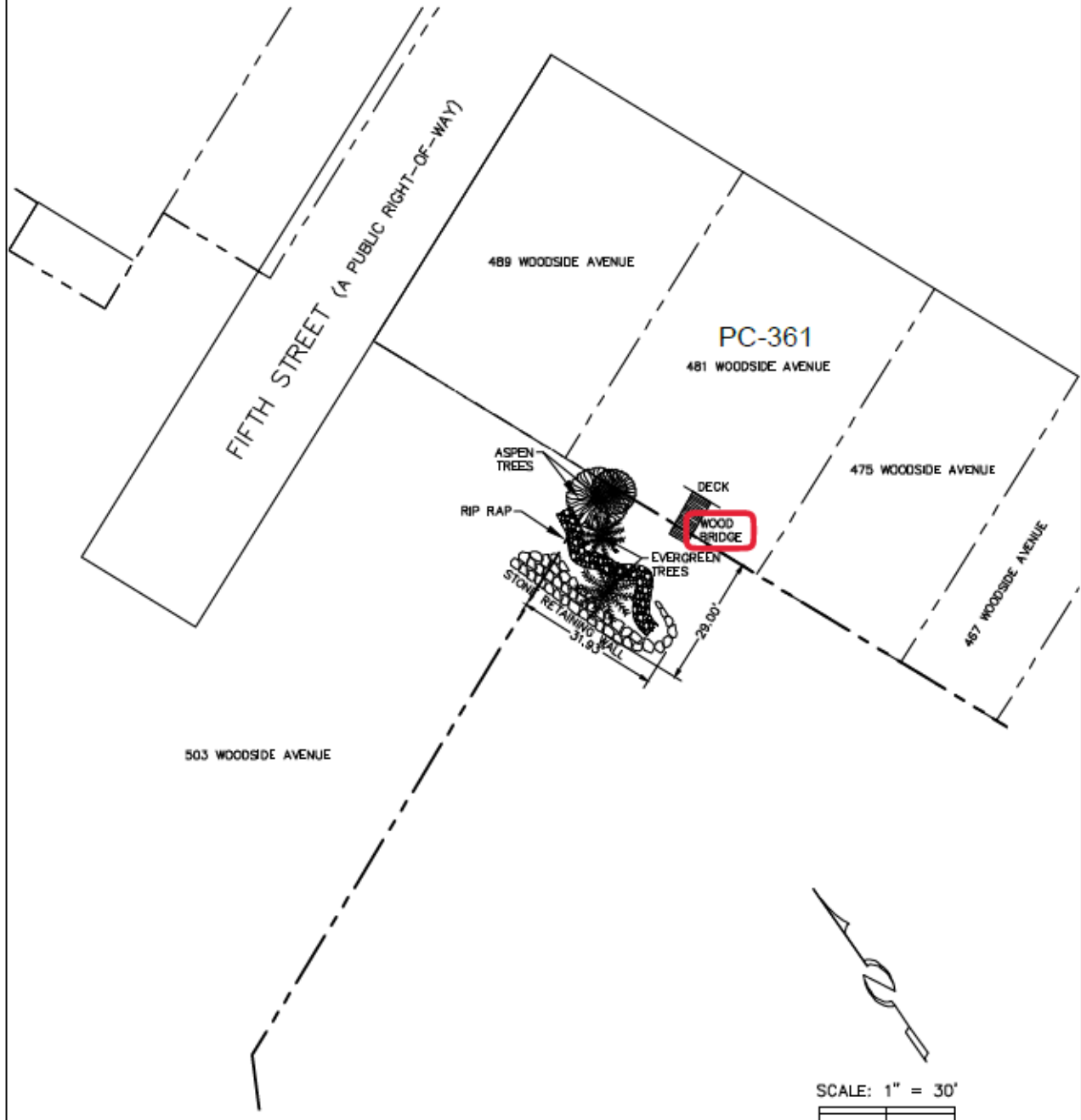


**EXHIBIT B1
TO
CONSERVATION EASEMENT**

ENCROACHMENT EXHIBITS



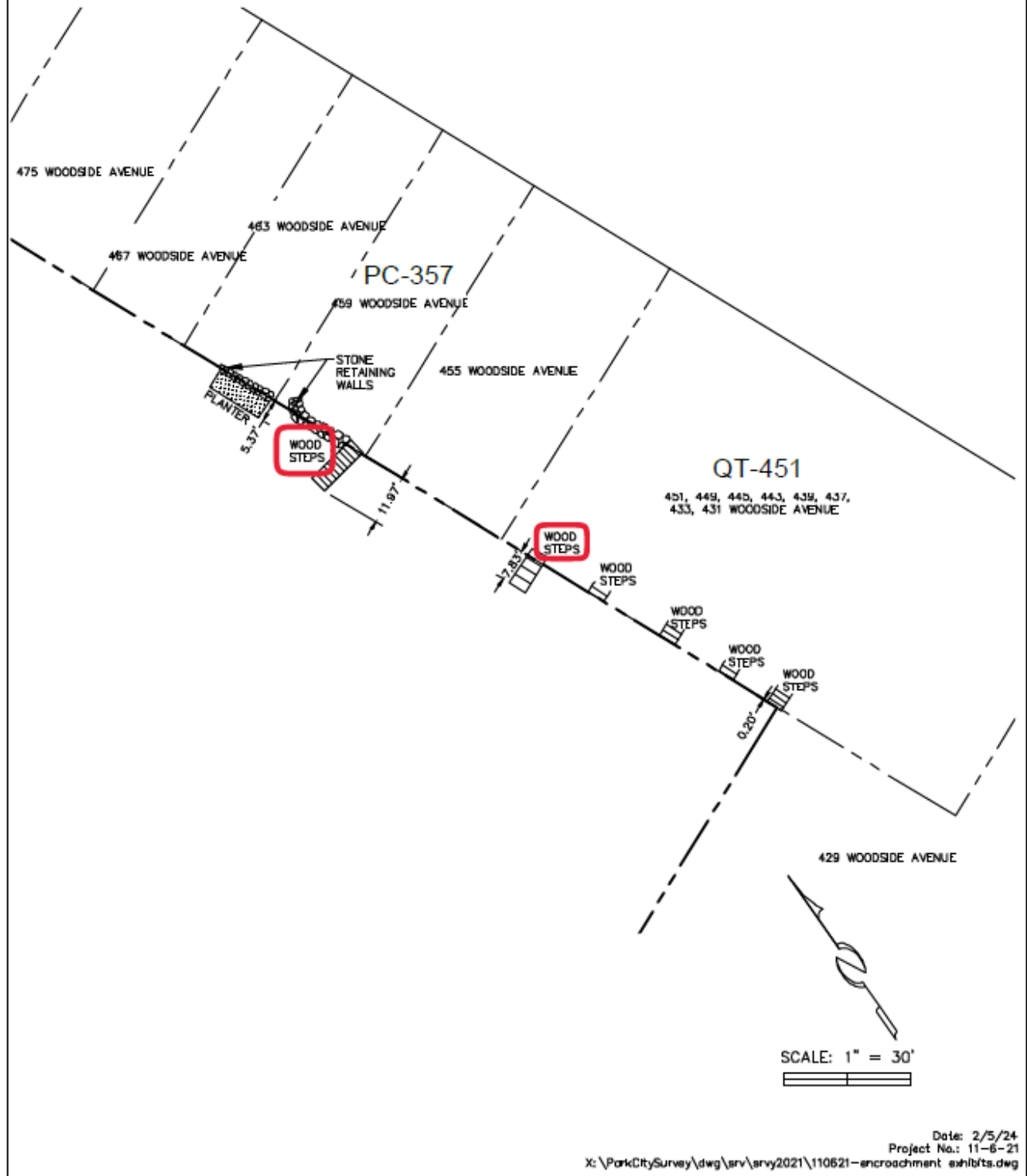
TREASURE HILL
ENCROACHMENT EXHIBIT
Stairway Encroachment



Date: 2/5/24
Project No.: 11-6-21
X: \\ParkCitySurvey\\dwg\\srv\\srvy2021\\110621-encroachment exhibits.dwg

TREASURE HILL ENCROACHMENT EXHIBIT

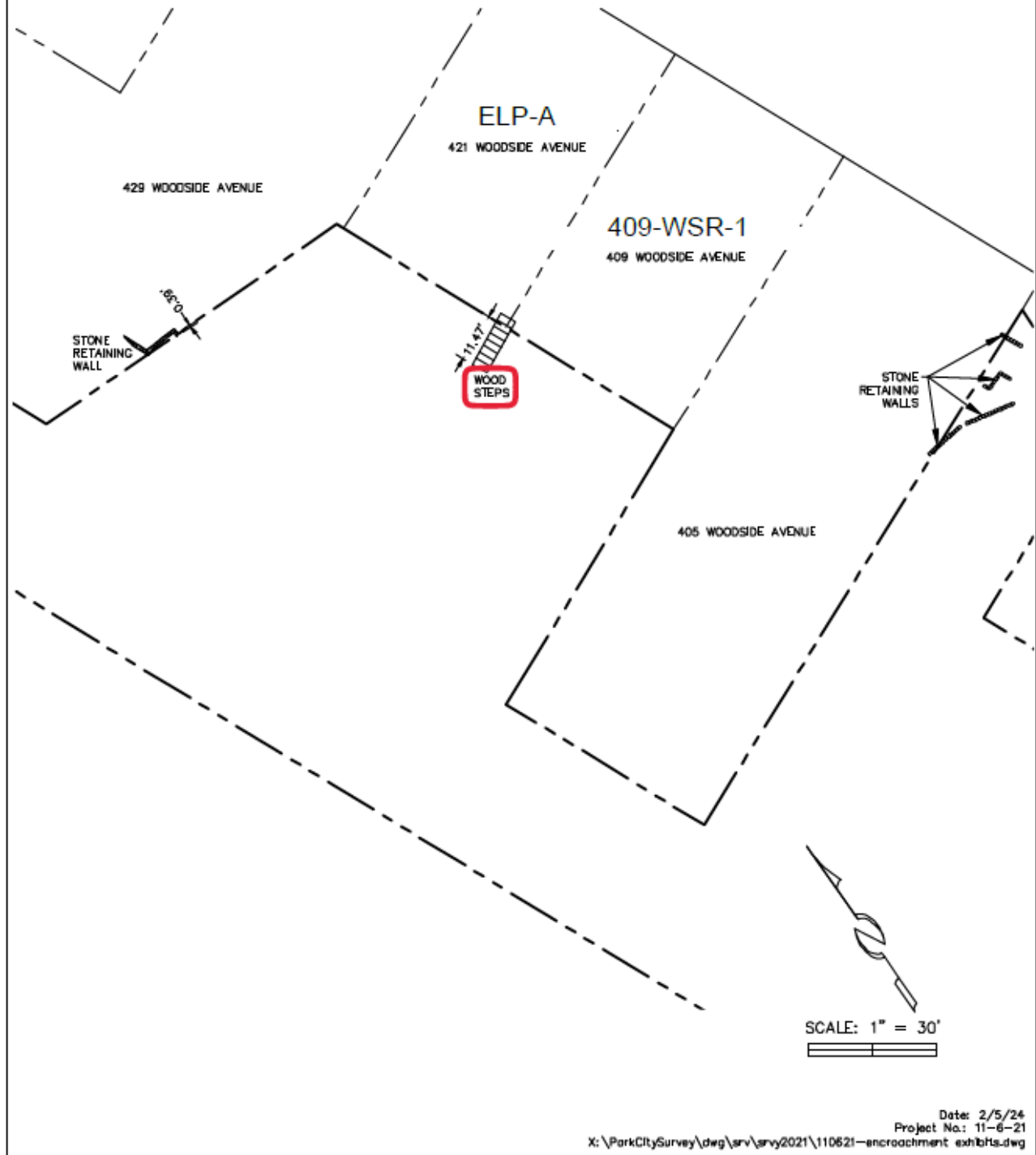
Stairway Encroachment



TREASURE HILL

ENCROACHMENT EXHIBIT

Stairway Encroachment



**EXHIBIT C
TO
CONSERVATION EASEMENT**

**RESERVED USE RIGHTS:
PERMITTED AND RESTRICTED USES AND PRACTICES**

With the exception of ~~valid~~ Existing Rights and Reserved Use Rights, the Property shall not be used for residential purposes or for commercial purposes except as permitted in this Exhibit C. Industrial uses are not permitted. The uses set forth in this Exhibit detail specific activities that are permitted or prohibited under this Easement. The uses set forth in this Exhibit are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes.

1. MANAGEMENT. Unless a conflicting use is specifically allowed in the Easement and this Exhibit C, the City will manage the Property in adherence to best practices for preserving natural and undeveloped open space. Special focus will be given to maintaining recreational areas, wildlife habitats, and scenic qualities. The Property is strictly reserved for open space purposes, and any use inconsistent with this designation is prohibited unless the use is identified in section 5 of the Easement, including Reserved Use Rights and Existing Rights.
2. DEVELOPMENT RIGHTS. Except for the Existing Rights identified in section 5 of the Easement, all Development Rights that are now or hereafter allocated to, vested, implied, reserved, or inherent in the Property are hereby terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent, or otherwise, used for the purpose of calculating any commercial yield of the Property or any other property.
3. SUBDIVISION. The legal or de facto division, subdivision, or partitioning of the Property is prohibited. Notwithstanding the fact that, as of the Effective Date, the Property is comprised of separate legal parcels, 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 City nor the City'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 separate legal parcels as of the Effective Date will not be interpreted to permit any use or activity that would not have been permitted under the terms and conditions of this Easement as applied to the Property as a whole.
4. IMPROVEMENTS. No dwelling, building, structure or above-surface equipment or facilities of any kind shall be erected or placed on the Property except for the following: (a) improvements necessary to protect the safety and physical integrity of the surrounding properties; (b) improvements necessary to protect the safety of patrons of the ski resort or

recreational trail users; (c) improvements related to the enhancement of the Conservation Values; (d) improvements for trails, as hereafter described; and (e) improvements pursuant to Existing Rights, including for ski resort operations as further described in section 9 of this Exhibit.

5. UTILITIES. The installation of new utilities not subject to existing utility easements is subject to the Conservancy's prior written approval, not to be unreasonably withheld. The City may, if consistent with Conservancy review, approve the installation of new utilities if: (a) such utility is to be located underground and disturbed areas are to be re-vegetated pursuant to a re-vegetation plan approved by the Conservancy, or (b) the utility is located within an existing easement and impacts to the Conservation Values will be minimal.
6. ROADS. The construction of new roads and the improvement or expansion of old roads for the purpose of public vehicular access or access to lands adjacent to the Property is prohibited. The construction of temporary unpaved roads necessary for the construction of ski resort operation improvements pursuant to the modification of Existing Rights described in section 9 of this Exhibit C is permitted upon prior written notice ~~and approval of~~ the Conservancy. Roads built pursuant to this section shall be designed and constructed to minimize impacts to the Conservation Values, and disturbed areas shall be remediated and re-vegetated upon completion of the construction of the ski resort operation improvements.
7. FENCES. Fences may be built on the Property with the written agreement of the Parties, provided such fences (a) are reasonably necessary for the protection of property, wildlife resources or public safety, (b) will not unduly restrict or impair wildlife movement, and (c) will not unduly interfere with the public access and scenic value of the Property.
8. SIGNS AND BILLBOARDS. Billboards and signs are prohibited on the Property, other than signs for the following purposes:
 - A. To indicate that the Property is protected by a conservation easement held by the Conservancy and owned by the City.
 - B. To identify public recreational trails and directions to trailheads;
 - C. To identify ski runs;
 - D. To identify interpretive sites;
 - E. To provide educational and historical information;
 - F. To provide the rules and regulations and information related to safety or hazardous conditions; and
 - G. To close trails or areas to public use.

9. SKI RESORT OPERATIONS.

- A. Modification of Ski Resort Operations. The Property is subject to Existing Rights related to ski resort operations. ~~Upon prior written notice and approval of the Conservancy, the~~ The City may modify the Existing Rights related to ski resort operations or enter into new agreements to grant changes to ski resort operations, including by allowing changes to the design or size of the ski lift, changes to permit

a different form of aerial ski lift, changes to the location or alignment of the ski lift, additional ski runs or the re-alignment of existing runs, and/or changes to snow-making infrastructure.

B. Notice to Conservancy. Prior to approving a modification or grant under this Section, the City must provide written notice to the Conservancy. The Conservancy shall provide any comments regarding the proposed modifications or changes in writing within 30 days of receiving the City's notice. After the 30-day period, the City will consider any comments received from the Conservancy.

C. Approval or Denial. After considering any comments received from the Conservancy during the 30-day period following notice, the City, at its discretion, may allow or deny modifications or changes. The City may also propose revisions to any proposal before allowing or denying modifications or changes. Any modifications or grant under this Section must meet the following requirements: (i) the Property must continue to be made widely available for use as a ski resort, with lift tickets offered for sale to the general public; (ii) any modifications to the location or alignment of the ski lift and runs must continue to allow for reasonable access to a greater ski resort area from Old Town; (iii) recreational trails for public recreational uses such as hiking and mountain biking must be maintained or re-aligned to allow for similar or improved summer-time recreational opportunities; (iv) impacts to natural wildlife habitat must be mitigated through the re-vegetation and restoration of areas disturbed by the development of a new ski runs, infrastructure, or changes to the ski lift; and (v) historic artifacts and tram towers must be maintained in their current location, or a new location accessible to the public.

10. TRAILS. The City shall maintain and manage trails in a manner consistent with the Conservation Values and with jurisdictional planning and permitting requirements and Existing Rights. Trails shall remain available for use by the public at no charge as conditions permit and during the months when the Property is not used for winter-time lift-accessed ski resort operations. Trails may be closed due to public safety concerns or to enhance the Conservation Values of the Property. Substantial re-alignments to existing trails or the construction of new trails must be consistent with Existing Rights and shall be subject to prior written approval of the Conservancy, not to be unreasonably withheld.

11. PUBLIC AMENITIES.

A. Stairways. The City may construct and maintain stairs upon the Property for public pedestrian access to the Property.

B. Trailheads. The City may construct and maintain trailheads on the Property with maps, areas for waste, and other amenities, not including parking. The City may maintain the bronze statue of Rich Martinez, located adjacent to the trailhead and public parking spaces on Lowell Avenue, pursuant to the terms and conditions of the Existing Rights described in section 5 of the Easement.

C. Other Amenities. Other improvements to facilitate public access to and from the Property and to enhance public recreational uses may be built by the City upon prior notice and approval from the Conservancy.

12. CONSTRUCTION STAGING AND DELIVERY ACCESS. The City reserves the right to license or permit the temporary and limited use of the Property as a staging area for construction, repair, or improvements to adjacent property in conjunction with a building permit approval, where required. The City reserves the right to license or permit the temporary and limited use of the Property for occasional deliveries of materials or equipment to adjacent property in circumstances where delivery from the regular driveways and roads is not practicable due to the close proximity of adjacent buildings. Vehicular access pursuant to this section shall be across existing and established access routes. The City shall not permit or license activities that are likely to have a significant or long-term impact to the Conservation Values of the Property.

13. RECREATIONAL USES. Subject to reasonable, limited, restrictions, the Property may be used for non-motorized, passive recreational activities including, but not limited to, hiking, biking, trail running, dog walking, alpine, telemark and Alpine Touring (AT) skiing, snowboarding, snowshoeing, and horseback riding on designated recreational trails. Further, trails used for ski access to residential properties or pedestrian summer and winter recreational access to the Property are located on the Property. The City may allow for continued use of said trails, but the planting of non-native grasses, grading or changes in topography for trail improvements or expansion beyond the existing trail width and condition is prohibited.

14. HUNTING OR TRAPPING. Hunting or trapping on the Property is prohibited, except for the purpose of predatory, diseased, or problem animal control, which may be permitted with the City's written permission.

15. RESIDENTIAL AND INDUSTRIAL USES. Except for ~~valid~~ Existing Rights and for City-permitted construction staging or deliveries as described in section 12 of this Exhibit C, the Property shall not be used for residential or industrial purposes.

16. GATHERINGS OF PEOPLE AND EVENTS. Public recreational events on established trails and making use of undeveloped areas may be permitted, consistent with the City's special event application and review process, so long as the events are consistent with the Conservation Values.

17. PARKING AND MOTORIZED VEHICLE USE. The use of ~~electric~~-assisted bicycles (e-bikes) on the Property shall be restricted pursuant to state and local laws, rules, and regulations. Other motorized vehicles, including but not limited to snowmobiles, ATVs, jeeps, and motor bikes, are not permitted on the property other than for the exercise of Existing Rights, for City-permitted construction staging and deliveries, for emergency services, as necessary for ski resort operations, for trail and Property maintenance, the maintenance of utilities, and for the construction of new trails or trail amenities as otherwise permitted by this Easement. Parking is not permitted anywhere on the Property

other than temporarily, for the purposes expressly described in the Easement and this Exhibit.

18. RIGHTS OF CERTAIN ADJACENT PARCEL OWNERS. Adjacent property owners and others have certain rights to use the property as described in section 5(C) of the Easement (the “Existing Rights”). Such rights do not extend to any other parcels or parcel owners. ~~The~~Except as otherwise allowed in this Easement, including for ski resort operations pursuant to section 9 of this Exhibit C, the City may terminate or the modify the Existing Rights, pursuant to the terms of the ~~recorded~~applicable agreements, provided: (i) any modification will terminate or further limit and restrict the use of the Property for secondary access, construction staging, depositing fill or trail access to the property owners with Existing Rights; and (ii) any modification will enhance or improve the Conservation Values of the Property or use of the Property in a way that benefits the general public.
19. LANDSCAPING MAINTENANCE AND IMPROVEMENTS. The City may grant permission to property owners adjacent to the Property (“Adjacent Landowners”) ~~to~~ perform landscaping maintenance and make minor landscaping improvements for purposes of: (i) improving emergency access, (ii) creating defensible space from wildfires, (iii) protecting the health and safety of persons and property, and (iv) creating a buffer between homes and other improvements and the Property. Prior to the authorization of landscaping work by an Adjacent Landowner, the Adjacent Landowner shall submit a landscaping plan to the City defining the scope of the proposed work ~~and the~~. ~~The~~ City ~~shall~~may, at its discretion, approve or deny the landscaping plan in writing, with approval subject to any modifications requested by the City. The City shall give Conservancy notice of any landscaping plan approval made pursuant to this section 19; ~~to allow for the Conservancy’s monitoring and stewardship of the Property.~~
20. ENCROACHMENTS. The parties acknowledge that, as documented in the Baseline Document Report that includes an ALTA Survey that is also recorded with the office of the Summit County Recorder as Entry# S0011459, there are encroachments on the Property for the benefit of private adjacent residential lands at the time of recording of this Easement. As described in the Baseline Document Report, the City will cause certain encroachments to be removed, and disturbed areas will be remediated.

The parties agree that the following landscaping improvements exist on the Property as described in the attached Exhibit B1, and the City may allow them to remain but not be expanded:

- A. PC-361: City may allow the owner of the residence with a street address of 481 Woodside Avenue to maintain and enjoy landscaping improvements in their current condition. Said improvements include a small rock/rip-rap feature and an irrigation system for the irrigation of plants and trees native to the Property. The size or height of the rock water feature shall not be expanded.

The parties agree that the following stairway and walkway improvements exist on the Property as described in the attached Exhibit B1, and the City may, based on evidence of a legal right to exist in their current location, allow them to remain but not be expanded:

- A. PC-361: City may allow the owner of the residence with a street address of 481 Woodside Avenue to use and maintain the access walkway/bridge extending from the second-floor balcony of the residence onto and upon the Property for the purpose of ingress and egress to the Property and as an emergency access route from the residence. Approximately 5 boards of the walkway encroach onto and upon the Property by approximately 3 feet beyond the Property line.
 - B. PC-357: The City may allow the owner of the residence with a street address of 459 Woodside Avenue to use and maintain the wood steps onto and upon the Property for the purpose of ingress and egress to the Property and as an emergency access route from the residence. Said staircase includes 9 steps that encroach approximately 12 feet beyond the Property line.
 - C. QT-451: The City may allow the owner of the residence with a street address of 451 Woodside Avenue to use and maintain the wood steps onto and upon the Property for the purpose of ingress and egress to the Property and as an emergency access route from the residence. Said staircase includes 3 steps that encroach approximately 8 feet beyond the Property line.
 - D. ELP-A and 409-WSR-1: City may allow the owners of the two residences with street addresses of 421 and 409 Woodside Avenue to use and maintain the wooden steps extending from the shared property line of the two parcels onto and upon the Property for the purpose of ingress and egress to the Property and as an emergency access route from the residences. Said staircase includes 7 steps that encroach approximately 11.5 feet beyond the Property line.
- 21. RETAINING WALLS. Established retaining walls to prevent erosion to adjacent residential lands may be maintained in their current condition.
 - 22. ADA ACCESS. Nothing contained in the Easement will prevent the City from allowing the use of electric wheelchairs or other power-driven mobility devices on the Property pursuant to the City's obligations under the Americans with Disabilities Act of 1990, or other laws and regulations pertaining to the rights of persons with disabilities.
 - 23. HABITAT RESTORATION ACTIVITIES. Activities to restore or enhance native plant communities or wildlife habitat will be permitted upon the mutual agreement and approval of the City and the Conservancy.
 - 24. DESTRUCTION OF NATIVE VEGETATION. The removal, cutting or destruction of native vegetation is prohibited except (a) as allowed by, or as reasonably incident to activities allowed by, the Easement or this Exhibit, (b) for disease or insect control, (c) for wildfire mitigation, and (d) to prevent property damage or personal injury.
 - 25. NON-NATIVE SPECIES. Introduction of any non-native plant or animal species is prohibited other than those generally accepted for habitat improvement or as mutually agreed upon by the City and the Conservancy.

26. FIRE SUPPRESSION AND FOREST MANAGEMENT. The City may remove trees, brush, and vegetation as necessary to minimize the risk of wildfire on the Property and surrounding environment. Fire management and forest health considerations identified in the Treasure Hill Forest Management Plan included in the Baseline Report (the “Forest Management Plan”) reflect compliance with the terms of this Easement. The practices and guidelines described in the Forest Management Plan may from time to time be modified to reflect changing conditions and best practices for forest management. Potential means to reduce or remove high-risk fuel loads should include requiring the City or the City’s agent to remove deadfall and slash created during the maintenance of trails. Removal methods (a) shall limit the effect on the native biological diversity; (b) may include, but would not be limited to, hand removal, mechanized methods, and biological methods such as short-duration grazing; and (c) shall be consistent with the techniques employed by and the wildfire management determinations of the governing fire authority for the Property.
27. BURNING. Burning of any materials on the Property is prohibited, except as necessary for vegetation management, fire protection purposes or other best-practice property management purposes.
28. WATER RESOURCES. The City may enhance, if applicable, water quality on the Property recognized as necessary or beneficial to wildlife, ecological or habitat values on the Property, provided such enhancements are consistent with the terms of this Easement and its Conservation Values, and comply with all applicable laws and regulations.
29. DUMPING AND WASTE. No dumping, burying, storing, applying, or releasing of waste, sewage, garbage, vehicles, or appliances is allowed on the Property, except for appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal.
30. MINING AND NATURAL RESOURCE 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. The City 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 the City 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.
31. CHEMICAL AND BIOLOGICAL CONTROLS. In accordance with all applicable federal, state and local laws and regulations, the City has the right to use agrichemicals and biological controls on the Property as necessary to control noxious weeds, pests and for mosquito abatement. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed, pest and mosquito abatement objectives while minimizing adverse effects on the natural values of the Property and avoiding any impairment of the natural ecosystems and processes.

32. 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. This Easement does not permit Conservancy to control any use of the Property by the City which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, Conservancy may bring an action to protect the Conservation Values of the Property. This prohibition does not impose liability on Conservancy, nor shall Conservancy be construed as having liability as a “responsible party” or “potentially responsible party” under CERCLA or other similar state or federal statutes.

**EXHIBIT D
TO
CONSERVATION EASEMENT**

**EXISTING RIGHTS:
TITLE EXCEPTIONS**

THE FOLLOWING 25 EXCEPTIONS AFFECT PARCELS PC-321-X, PC-351-X and PC-364-A-X

1. The effects of that certain NOTICE OF TRANSFER FEE COVENANT [Pursuant to Utah Code §§ 57-1-46:47], Recorded MAY 30, 2024 as Entry No. 1220654 in Book 2820, at Page 1365, SUMMIT County Recorder's Office.
2. Encroachment Permit by and between PARK CITY MUNICIPAL CORPORATION (City) and OLD TOWN LANDS (Owner(s)), recorded DECMEBR 18, 2020., as Entry No. 1150725, in Book 2627, on Page 196, a driveway within the City right of way.
3. Encroachment Permit by and between PARK CITY MUNICIPAL CORPORATION (City) and PARK CITY MUNICIPAL (Owner(s)), recorded AUGUST 31, 2021, as Entry No. 1172047, in Book 2689, on Page 73, to build, maintain, and use certain improvements within the City property and right-of-way at 909 LOWELL AVE (street address).
4. All matters contained in that certain TREASURE HILL BOUNDARY Survey, dated OCTOBER 8, 2021, by ALLIANCE ENGINEERING INC., filed as Job No., 11-6-21.
5. All matters contained in that certain ALTA/NSPS Land Title Survey Treasure Hill Overall Boundary, dated 12/15/23, by Alliance Engineering Inc., filed 12/18/2023, as File No. S-11459, in the Summit County Recorder's Office.
6. THE TERMS AND CONDITIONS as contained in that certain FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER AND FINAL JUDGEMENT in CASE NO. 130500442 filed in the Third Judicial District Court of SUMMIT COUNTY, UTAH dated APRIL 4, 2016.
7. The right, title and interest of Park City Municipal Corporation as to that portion of Norfolk Avenue.
8. The recitals of easements as found in the Quit Claim Deed from Sweeney Land Company to Frederick C. Moore recorded October 26, 1990, as Entry No. 332028, in Book 584 at Page 460, SUMMIT County Recorder's Office.

Grant of Easement for a Drive Way from Sweeney Land Company to Frederick C. Moore recorded October 29, 1990, as Entry No. 332029, in Book 584 at Page 466, SUMMIT County Recorder's Office.

Notice of Interest executed in behalf of Sweeney Land Company regarding said Quit Claim Deed and Easement recorded October 3, 2016, as Entry No. 1055007, in Book 2375 at Page 1930, SUMMIT County Recorder's Office.

9. Grant of Easement for Public Utilities from Sweeney Land Company to Frederick C. Moore recorded October 26, 1990, as Entry No. 332030, in Book 584 at Page 468, SUMMIT County Recorder's Office.
10. Easement by and between SILVER KING COALITION MINES COMPANY as Grantor, in favor of THE UTAH POWER AND LIGHT COMPANY, the right to erect, operate and maintain electric power transmission and telephone circuits and appurtenances, attached to a line of towers or other supports and necessary fixtures, on and over Section 16, 17 and 20, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Said Easement recorded June 15, 1915, as Entry No. 25176, in Book O of Miscellaneous Records, at Page 500, Summit County Recorder's Office.
11. Pole Line Easement by and between SILVER KING COALITION MINES COMPANY, in favor of UTAH POWER AND LIGHT COMPANY, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 16 guys and 30 poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed hereto, for the support of said circuits, to be erected and maintained upon and across a portion of the subject property. Said Pole Line Easement recorded February 18, 1928, as Entry No. 40201, in Book R, at page 580, Summit County Recorder's Office.
12. Grant of Easement by and between SWEENEY LAND COMPANY, Grantor, and PARK CITY MUNICIPAL CORPORATION, Grantee, a perpetual right of way and easement to lay, maintain, operate, repair, inspect, protect, clean, remove and replace a water pipeline, together with valves, valve boxes and other waterline facilities. Said Easement recorded December 18, 1987, as Entry No. 281768, in Book 458, at Page 5, Summit County Recorder's Office.

Amendment of Water Pipeline Easement recorded December 18, 1987 at Book 458, Page 5, recorded August 20, 2003, as Entry No. 669911, in Book 1563, at Page 53, Summit County Recorder's Office.
13. Combined Amended Grant of Easements recorded February 9, 1999, as Entry No. 529817, in Book 1228, at Page 213, Summit County Recorder's Office.
14. Secondary Access Easement Agreement (Treasure Hill Lot 6), dated August 20, 2003, by and between Sweeney Land Company, Edmund J. Beaulieu, and Clyde Carlig, and John R. Anderson and Carol Lee Hatch, recorded August 20, 2003, as Entry No. 669921, in Book 1563, at Page 89, Summit County Recorder's Office.
15. Secondary Access Easement Agreement (Treasure Hill Lot 7), dated August 20, 2003, by and between Sweeney Land Company, Edmund J. Beaulieu, and Clyde Carlig and John R. Anderson and Carol Lee Hatch, recorded August 20, 2003, as Entry No. 669922, in Book 1563, at Page 98, Summit County Recorder's Office.
16. Right of Way Easement, dated November 7, 2005, by and between Sweeney Land Company, grantor, and PacifiCorp, an Oregon corporation, its successors and assigns, grantee, recorded NOVEMBER 7, 2005, as Entry No. 757569, in Book 1749, on Page 717, for the purpose of construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances there, including without limitation:

wire, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets upon, over and across the subject property.

JOINDER IN RIGHT OF WAY EASEMENT in favor of PacifiCorp, an Oregon corporation, its successors and assigns, Recorded MARCH 20, 2018, as Entry No. 1088257, in Book 2454, on Page 1249, SUMMIT County Recorder's Office.

17. The Terms, Conditions and Easements as contained in that SPECIAL WARRANTY DEED from SWEENEY LAND COMPANY to PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, Recorded March 20, 2019, as Entry No. 1107792, in Book 2500, at Page 1608, Summit County Recorder's Office.
18. The Terms, Conditions and Easements as contained in that SPECIAL WARRANTY DEED from PARK CITY II, LLC to PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, Recorded March 20, 2019, as Entry No. 1107793, in Book 2500, at Page 1614, Summit County Recorder's Office.
19. A Secondary Access Easement Agreement (LOT 3), dated MARCH 19, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, grantor, and WILTON D. HILL, grantee, recorded MARCH 20, 2019, as Entry No. 1107794, in Book 2500, on Page 1620.
20. A Secondary Access Easement Agreement (LOT 4), dated MARCH 19, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, grantor, and WILTON D. HILL, grantee, recorded MARCH 20, 2019, as Entry No. 1107795, in Book 2500, on Page 1628.
21. A Secondary Access Easement Agreement (LOT 8), dated MARCH 19, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, grantor, and PATRICK J. SWEENEY, grantee, recorded MARCH 20, 2019, as Entry No. 1107796, in Book 2500, on Page 1636.
22. Excepting therefrom all minerals and ores situated in, upon or under the above described tract of land, together with all rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
23. Said property is located within the Park City Neighborhood Development Plan as set forth in Ordinance 82-3, recorded February 16, 1982, as Entry No. 188603, in Book 212, at Page 148, and Redevelopment Area as disclosed on plat recorded April 15, 1983, as Entry No. 204659, Summit County Recorder's Office.

Amendment to Park City Neighborhood Development Plan, recorded November 2, 1990, as Entry No. 332260, in Book 585, at Page 147, Summit County Recorder's Office.

Notice of Adoption of Amendment to Redevelopment Project Area Plan, recorded JANUARY 9, 2013, as Entry No. 961170, in Book 2165, at Page 1200, SUMMIT County Recorder's Office.
24. Said property is located within the boundaries of the Snyderville Basin Water Reclamation District and is subject to charges and assessments levied thereunder.
25. Said property is located within the boundaries of the SUMMIT COUNTY LEVY, WEBER BASIN WATER CONSERVANCY DISTRICT, PARK CITY SCHOOL DISTRICT, PARK

CITY FIRE SERVICE DISTRICT AND PARK CITY FIRE PROTECTION DISTRICT and is subject to charges and assessments levied thereunder.

THE FOLLOWING 18 EXCEPTIONS AFFECT PARCEL THILL-5-X

1. All matters contained in that certain TREASURE HILL BOUNDARY, dated OCTOBER 8, 2021, by ALLIANCE ENGINEERING, as Job No. 11-6-21.
2. All matters contained in that certain ALTA/NSPS Land Title Survey Treasure Hill Overall Boundary, dated 12/15/23, by Alliance Engineering Inc., filed 12/18/2023, as File No. S-11459, in the Summit County Recorder's Office.
3. Grant of Easement, by and between TRAMWAY PROPERTIES, a joint venture and general partnership, consisting of John J. Sweeney, Virginia Sweeney, Michael E. Sweeney, Patrick J. Sweeney, Edward S. Sweeney, Clyde Carligh and Edmond Beaulieu, Grantors, and PARK CITY MINES COMPANY, a Delaware corporation, Grantee, a non-exclusive easement and right of way to utilize real property situated in Summit County, Utah, parcels of land 30 feet in width, extending 15 feet on each side of center lines. Said Grant of Easement recorded October 31, 1980, as Entry No. 172350, in Book 170, at Page 667, SUMMIT County Recorder's Office.
4. Easement Deed and Restrictive Covenants, recorded December 30, 1996, as Entry No. 394987, in Book 777, on Page 532, in the office of the SUMMIT County Recorder.
Notice of Performance under Easement Deed and Restrictive Covenant, recorded December 30, 1996, as Entry No. 470402, in Book 1018, on Page 47, in the office of the SUMMIT County Recorder.
5. Easement Deed and Restrictive Covenant recorded December 8, 1996, as Entry No. 420794, in Book 855, on Page 771, in the office of the SUMMIT County Recorder.
Notice of Performance under Easement Deed and Restrictive Covenant recorded January 9, 1997, as Entry No. 471178, in Book 1020, on Page 584, in the office of the SUMMIT County Recorder.
Notice of Performance under Easement Deed and Restrictive Covenant, recorded January 9, 1997, as Entry No. 471179, in Book 1020, on Page 586, in the office of the SUMMIT County Recorder.
6. Second Amended Grant of Easements, dated DECEMBER 4, 1996, concerning the non-exclusive easements to construct, maintain and operate a ski chair lift with midstation, ski trails, associated grooming signs, skier control, safety fences, mazes and snow-making, recorded DECEMBER 9, 1996, as Entry No. 468952, in Book 1013, at Page 216, SUMMIT County Recorder's Office.
7. PLATEAU TRAIL AND OPEN SPACE EASEMENT AGREEMENT, dated APRIL 20, 2005, by and between SWEENEY LAND COMPANY, grantor, and PARK CITY MUNICIPAL CORPORATION, grantee, recorded APRIL 20, 2005, as Entry No. 733364, in Book 1693, on Page 1619, SUMMIT County Recorder's Office.
8. AGREEMENT FOR CONSTRUCTION OF WATER CONVEYANCE, DISTRIBUTION AND TRANSMISSION PIPELINE(S) AND APPURTENANCES, by and between SWEENEY LAND COMPANY, EDMUND BEAULIEU AND CLYDE CARLIGH, and

PARK CITY MUNICIPAL CORPORATION, recorded MAY 9, 2014, as Entry No. 994870, in Book 2239, on Page 551, SUMMIT County Recorder's Office.

9. A THIRTY (30) foot NON-EXCLUSIVE PUBLIC UTILITIES, DRIVEWAY ACCESS AND UNDERGROUND UTILITIES EASEMENT, for the benefit of Lots 1 and 2, as shown on the recorded plat.
10. Easements, Restrictions, and Recitals as found on the recorded plat.
11. Open Space Agreement dated April 15, 1996, by and between Edmund J. Beaulieu, Clyde Carlig, Sweeney Land Company, a Utah general partnership and Park City Municipal Corporation, recorded April 15, 1996, as Entry No. 452291, in Book 958, at Page 112, SUMMIT County Recorder's Office.
12. The Term Condition and Reverter as found in that Special Warranty Deed from Sweeney Land Company to Park City Municipal Corp., Recorded April 15, 1996, as Entry No. 452292, in Book 958, at Page 192, SUMMIT County Recorder's Office.
13. Easement Deed and Restrictive Covenant by and between SWEENEY LAND COMPANY, EDMUND J. BEAULIEU AND CLYDE CARLIG AND PARK CITY MUNICIPAL CORPORATION, recorded April 15, 1996, as Entry No. 452293, in Book 958, at Page 223, SUMMIT County Recorder's Office.
14. An Ordinance Accepting the Public Improvements at TREASURE HILL SUBDIVISION, recorded JANUARY 20, 1998, as Entry No. 497367, in Book 1111, at Page 297, SUMMIT County Recorder's office.
15. Excepting therefrom all minerals and ores situated in, upon or under the above described tract of land, together with all rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
16. Said property is located within the Park City Neighborhood Development Plan as set forth in Ordinance 82-3, recorded February 16, 1982, as Entry No. 188603, in Book 212, at Page 148, and Redevelopment Area as disclosed on plat recorded April 15, 1983, as Entry No. 204659, SUMMIT County Recorder's Office.

Amendment to Park City Neighborhood Development Plan, recorded November 2, 1990, as Entry No. 332260, in Book 585, at Page 147, SUMMIT County Recorder's Office.

Notice of Adoption of Amendment to Redevelopment Project Area Plan, recorded JANUARY 9, 2013, as Entry No. 961170, in Book 2165, at Page 1200, SUMMIT County Recorder's Office.
17. Said property is located within the boundaries of the Snyderville Basin Water Reclamation District and is subject to charges and assessments levied thereunder.
18. Said property is located within the boundaries of PARK CITY, SUMMIT COUNTY LEVY, WEBER BASIN WATER CONSERVANCY DISTRICT, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, PARK CITY SCHOOL DISTRICT, PARK CITY WATER SERVICE DISTRICT and is subject to charges and assessments levied thereunder.

Exhibit 2

Summit Land Conservancy Requested Additions

EXHIBIT C TO CONSERVATION EASEMENT

RESERVED USE RIGHTS: PERMITTED AND RESTRICTED USES AND PRACTICES

....

6. ROADS. The construction of new roads and the improvement or expansion of old roads for the purpose of public vehicular access or access to lands adjacent to the Property is prohibited. The construction of temporary unpaved roads necessary for the construction of ski resort operation improvements pursuant to the modification of Existing Rights described in section 9 of this Exhibit C is permitted upon prior written notice to the Conservancy. **In the event the Property is owned by a New Owner as defined in Section 9(D) of this Exhibit C, the construction of new and/or temporary roads and improvement or expansion of old roads is permitted upon prior written notice and approval of the Conservancy.** Roads built pursuant to this section shall be designed and constructed to minimize impacts to the Conservation Values, and disturbed areas shall be remediated and re-vegetated upon completion of the construction of the ski resort operation improvements.

....

9. SKI RESORT OPERATIONS.

- A. The Property is subject to Existing Rights related to ski resort operations. The City may modify the Existing Rights related to ski resort operations or enter into new agreements to grant changes to ski resort operations, including by allowing changes to the design or size of the ski lift, changes to permit a different form of aerial ski lift, changes to the location or alignment the ski lift, additional ski runs or the re-alignment of existing runs.
- B. Notice to Conservancy. Prior to approving a modification or grant under this Section, the City must provide written notice to the Conservancy. The Conservancy shall provide any comments regarding the proposed modifications or changes in writing within 30 days of receiving the City's notice. After the 30-day period, the City will consider any comments received from the Conservancy.
- C. Approval or Denial. After considering any comments received from the Conservancy, the City, at its discretion, may allow or deny. The City may also propose revisions to any proposal before granting or denying modifications or changes. Any modification or grant under this Section must meet the following requirements: (i) the Property must continue to be made widely available for use as a ski resort, with lift tickets offered for sale to the general public; (ii) any modifications to the location or alignment of the ski lift and runs must continue to allow for reasonable access to a greater ski resort area from Old Town; (iii)

recreational trails for public recreational uses such as hiking and mountain biking must be maintained or re-aligned to allow for similar or improved summer-time recreational opportunities; (iv) impacts to natural wildlife habitat must be mitigated through the re-vegetation and restoration of areas disturbed by the development of a new ski runs, infrastructure, or changes to the ski lift; and (v) historic artifacts and tram towers must be maintained in their current location, or a new location accessible to the public.

D. Requirement for Conservancy Approval. In the event the Property is owned by an entity other than the Park City Municipal Corporation (“New Owner”), New Owner shall provide written notice to the Conservancy prior to any modification of the Existing Rights related to ski resort operations or any changes to ski resort operations, including those modifications or changes described in subsection A above. Notice to the Conservancy must be provided prior to any jurisdictional planning application. The Conservancy will have the right to allow or deny modifications or grant or deny changes to ski resort operations based on consideration of the requirements outlined in subsection C of this Section 9. The Conservancy shall inform New Owner of the Conservancy’s decision regarding the proposed modifications or changes in writing within 30 days of receiving the New Owner’s notice.



2025 Legislative Platform

[Approved on January 9, 2025](#)

Purpose

The Legislative Platform was drafted to better define the City's legislative strategies by providing guardrails for City-led advocacy efforts at the Federal, State, and local levels. Park City's Legislative Team relies on the Platform on a day-to-day basis to respond to time-sensitive proposals before they are able to receive formal Council direction – which is necessary when the organization is between Council meetings. A list of tracked bills is also provided to the Council on an ongoing basis during the Session at each City Council meeting during the Session.

Policy Guidelines

Park City Municipal generally supports:

1. Legislation that leads to greater financial independence from Federal and State entities and protects local resources from Federal, State, and other governmental controls;
2. Legislation maintaining maximum local control in all areas of its day-to-day responsibilities, municipal operations, and local land use authority;
3. Legislation that advocates fair and proportionate representation on regional and interlocal boards and commissions; and
4. Legislation that fosters understanding and promotes more equitable access to resources for all residents, visitors, and community workforce.

Park City Municipal generally opposes:

5. Legislation that makes the City more dependent on Federal, State, and other governmental agencies for policy direction;
6. Legislation that erodes the City's broad public safety authority or interferes with local decision-making regarding land use control;
7. Legislation that imposes intrusive, unnecessary, or unfunded mandates that preempt local authority; and
8. Legislation that impedes the equitable administration of public services, justice, and social well-being.

Policy Team

In 2025, the City's Team includes Mayor Worel, Councilors Toly and Ciraco, the City Manager, the City Attorney, and the Resident Advocate. Several other managers also participate in supporting roles, including the Chief Building Official, Chief of Police, Planning Director, City Recorder, and Economic Development Director.



Housing Authority Staff Report

Subject: Requested Amendment to PC Heights Housing Mitigation Plan
Author: Rhoda Stauffer, Housing Program Manager
Department: Housing
Date: February 6, 2025
Type of Item: Housing Authority

Recommendation

Consider a request from Ivory Homes (Applicant) to amend the Park City Heights Housing Mitigation Plan (HMP) to extend the completion deadline and increase the sales prices for the final 11 Attainable Cottage Homes.

Background

Park City Heights is a relatively new residential subdivision in Park City currently under a phased, multi-year development program. When completed, it will have 239 homes, of which 79 were negotiated with Park City to remain deed restricted as either 'Affordable' or 'Attainable' residential units. The Park City Heights HMP was approved by the Housing Authority on January 8, 2019 (Exhibit A), and the City played a proactive role in increasing the total number of deed-restricted units.

The required affordable and attainable units within the HMP fall into three categories:

1. Transferred IHC Units: There are 28 transferred IHC Units [44.78 Affordable Unit Equivalents (AUEs)] that fulfill the affordable housing obligation associated with IHC/Burbs Annexation and are governed by Housing Resolution 17-99. [Housing Resolution 17-99](#) defines their affordability as up to 100% of Summit County Area Median Income (AMI). The 28 units are complete and provide residents with Affordable Townhomes.
2. Park City Heights CT Zone: The PC Heights MPD is within a Community Transition (CT) Zone that triggers an affordable unit requirement of 20% of total residential units. Under Housing Resolution 17-99 (link above), 16 Units (32 AUEs) are required. Five Attainable Cottage units have been built, and eleven units remain to be completed to remain in compliance with the HMP.
3. Additional City Attainable: The Applicant agreed to build 35 Attainable units as part of the negotiated development agreement. These are completed as Park Homes

and governed by [Housing Resolution 20-07](#), which defines affordability as 150% of Workforce Wage (WFW). The 35 homes are complete and provide residents with Attainable Park Homes.

To date, 68 of the 79 deed-restricted housing units have been completed. See the chart below on units and delivery dates.

Park City Heights Affordable/Attainable Units			
Year	Completed	Yearly Total	Cumulative Total
2016	4 Park Townhomes & 6 Park Homes - delivered	10	10
2017	4 Park Townhomes - delivered	4	14
2018	6 Park Homes - delivered	6	20
2019	12 Park Townhomes, 20 Park Homes, and 1 Cottage Home - delivered	33	53
2020	8 Park Townhomes, 3 Park Homes, and 3 Cottage Homes - delivered	14	67
2021	1 Cottage Home-delivered	1	68
2022 – 2024 – focus on market units – no Affordable/Attainable units delivered		0	68
202?	11 Cottage homes – not delivered to date		

The 68 deed-restricted units delivered to date include:

100% AMI (Resolution 17-99):

- 28 Townhomes delivered (\$249,900 to \$359,900)
- 5 Cottage Homes delivered (\$506,008)
- **Remaining deed-restricted obligation undelivered – 11 Cottage Homes**

150% Workforce Wage (Resolution 20-07)

- 35 Park Homes delivered (\$379,179 to \$465,900)

The remaining balance is 11 Cottage homes built by the end of 2025. The Phase 4 Plat was approved in February 2022, and building permits were issued on 33 of 48 homes, all market units and no Attainable Cottage Homes. The Phase 5 Plat is under review.

On November 18, 2024, the Applicant requested to amend their HMP (Exhibit B) to create additional time to deliver the final 11 Attainable Cottage homes, as well as a request to increase the sale price for each of those 11 Cottage homes. The delivery deadline for the 11 Cottage deed-restricted homes is December 31, 2025. The Applicant seeks a deadline extension to December 31, 2026. In addition, due to AMI increases since the 2019 HMP was approved, the Applicant also requests a price increase on the last 11 Cottage Homes from \$506,008 to \$665,715, an increase of \$159,707.

Analysis

HMP Condition of Approval #2 states, “Any changes to the pricing, unit count, or completion schedule...will require the approval of the Housing Authority.”

Request to extend completion schedule:

The Applicant’s request lists delays in the Phase 5 approval process as justification. City staff collected information to create a timeline (Exhibit C) listing dates for the progress on the review and approvals for Phase 5, which includes reviews required by the Building, Planning, Engineering, and Trails and Open Space Departments. In addition, Exhibit D lists building permit dates for homes in Phase 4. The Plat was approved in February 2022, and 33 homes out of 48 have received building permits. None of the permits are for the Phase 4 Attainable Cottage Homes.

The Development Agreement also states that all the deed-restricted homes must receive Certificates of Occupancy (CO) before the last 10% of market-rate units (16 Cottage and Homestead homes) can receive their COs. The Applicant is not asking to change this requirement and currently has more than 50 market units remaining to be completed

Request to Increase Pricing: Pricing on the project’s Cottage Homes was approved in the 2019 HMP as Attainable units and based on what is affordable to a family of six at 100% AMI (\$127,367) or \$506,008 in 2019. The Applicant didn’t request to include an inflationary factor in the approved HMP, in case of delays to the delivery schedule. To date, 5 Cottage homes have been sold at that price. Today, 100% AMI for a family of six equals \$177,480, and the Applicant requests to increase the price to \$665,715, a \$159,707 increase.

The Applicant’s November 18, 2024 request to amend their HMP utilized the November 2024 interest rate of 6.125% (based on [Utah Housing Corporation’s FirstHome](#) program as directed by [Housing Resolution 17-99](#)). Today, the FirstHome rate has increased to 6.625%. Any increase in mortgage costs such as insurance, HOA dues, or interest rate decreases the affordable monthly mortgage payments resulting in a reduced price. Updating the interest rate results in a sale price of \$632,607 (still an increase of \$126,599).

Attachments

Exhibit A	January 17, 2019, Action Letter approving the PC Heights HMP
Exhibit B	Request from Ivory Homes to amend the approved HMP
Exhibit C	Notes from PCMC Planning Department regarding Phase 5 Plat review
Exhibit D	Notes from PCMC Planning Team on building permits for Phase 4 homes.



January 17, 2019

Christopher P. Gamvroulas
Ivory Development
978 Woodoak Lane
Salt Lake City, UT 84117

NOTICE OF HOUSING AUTHORITY ACTION

<u>Description:</u>	Updated/Amended Affordable Housing Mitigation Plan
<u>Project Title:</u>	Park City Heights Master Planned Development
<u>Date of Action:</u>	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,

A handwritten signature in black ink that reads "Rhoda J. Stauffer". The signature is written in a cursive, flowing style.

Rhoda J. Stauffer
Affordable Housing Program

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 completed 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



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



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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 bedrooms7
3 bedrooms46
4 bedrooms26

Proposed Revisions are in Red

	Year	TH	TH	PH	PH	Cottages	Cottages	total	total	Cum.	Actual Completed
Numbers of Affordable Units Per Year -- Projections	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			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

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.

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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
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- 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:

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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

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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.

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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

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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
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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
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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
2	\$374,900	3	\$375,179	\$375,179
3	\$408,900	3	\$375,179	\$375,179
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11	\$374,900	3	\$375,179	\$375,179
12	\$408,900	3	\$375,179	\$375,179
4	\$477,900	4	\$445,463	\$465,900
5	\$384,272	3	\$375,179	\$438,500
6	\$419,272	3	\$375,179	\$438,500
7	\$477,900	4	\$445,463	\$465,900
8	\$384,272	3	\$375,179	\$438,500
9	\$419,122	3	\$375,179	\$438,500
13	\$489,878	4	\$445,463	\$465,900
14	\$393,878	3	\$375,179	\$438,500
15	\$429,600	3	\$375,179	\$438,500
22	\$489,878	4	\$445,463	\$465,900
23	\$393,878	3	\$375,179	\$438,500
24	\$429,600	3	\$375,179	\$438,500
16	\$502,095	4	\$445,463	\$465,900
17	\$403,772	3	\$375,179	\$438,500
18	\$440,340	3	\$375,179	\$438,500
19	\$502,095	4	\$445,463	\$465,900
20	\$440,300	3	\$375,179	\$438,500
21	\$440,300	3	\$375,179	\$438,500
28	\$514,648	4	\$445,463	\$465,900
29	\$451,348	3	\$375,179	\$438,500
30	\$451,348	3	\$375,179	\$438,500
31	\$514,648	4	\$445,463	\$465,900
32	\$451,348	3	\$375,179	\$438,500
33	\$451,348	3	\$375,179	\$438,500
25	\$527,515	4	\$445,463	\$465,900
26	\$462,631	3	\$375,179	\$438,500
27	\$462,631	3	\$375,179	\$438,500
34	\$527,515	4	\$445,463	\$465,900
35	\$462,631	3	\$375,179	\$438,500
	\$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

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.

Ivory Homes appreciates the unique partnership with Park City to build and sell homes at our beautiful community, Park City Heights. We are committed to providing the best possible quality, style, design, and buying experience to everyone at Park City Heights, irrespective of whether the home is deed restricted or market rate. And we have done so while expediting the construction and sales of deed restricted homes, most of which were delivered three years ahead of schedule.

A sample of completed and planned homes is attached for your review. These are family size, primary resident focused, high quality, with a design and materials that blend seamlessly into the overall community. We hope that you are as proud of the outcome as we are.

Below is a list and timeline of the production of homes in the community:

Phase 1- 103 Total Homes

- Plat Recorded November 2014
- Sales Release December 2016
- 68 Deed Restricted Homes
- 35 Market Rate Homes

Phase 2- 39 Total Homes

- Plat Recorded August 2020
- Sales Began August 2020
- 39 Market Rate Homes

Phase 3- 2 Market Rate Lots

- Plat Recorded October 2019
- Sales Began in January 2020
- 2 Market Rate Lots

Phase 4- 48 Total Homes

- Plat Recorded February of 2022
- Sales Began in August of 2022
- 4 Deed Restricted Homes (Modified from 3 to 4)
- 44 Market Rate Units

Phase 5- 47 Total Homes-

- Plat Recorded February 2024.
- Construction Approval from City Pending as of November 2024.
- 7 Deed Restricted Homes (Modified from 8 to 7)
- 40 Market Rate Homes

Unfortunately, we have experienced substantial delays in getting approval from Park City to start Phase 5 development construction. We received Final Plat approval for Phase 5 in February 2024, but as of November 2024, we have still not received approval on the construction drawings that would enable us to start construction on Phase 5 development, which has the effect of delaying bringing on these important last seven homes to market.

If final approval to move forward on the construction of Park City Heights Phase 5 is approved by spring of 2025, we anticipate that we will have the roads paved by late fall of 2025 and that the remaining 11 Affordable/Attainable Homes in Phase 5 of Park City Heights will be completed by December 31st, 2026.

Since the last Affordable/Attainable pricing approval nearly 6 years ago in January of 2019, the cost of home construction (materials, labor and permitting fees) has skyrocketed by over 42%. We have also seen land improvement costs rise by over 25% over the same period, further adding to the overall cost of construction.

Fortunately, we have also seen the Summit County Median Income rise sustainably from \$127,368 (for a family of 6) to \$177,480 (for a family of 6), thus allowing buyers the ability to qualify for a higher purchase price since our prior approval.

In accordance with resolution 17-99, Attainable Deed Restricted Homes in Park City Heights will be marketed and sold at or below a purchase price whereas the monthly payment shall not exceed 30% of the current published Summit County Median Income.

Based off an interest rate of 6.125% rate (as published on the Housing Corporation website as of 11-3-24 for a 30 Year Mortgage) with a 5% downpayment and a monthly payment at or below \$4,437 (as not to exceed 30% of the Summit County AMI), Ivory Homes is requesting approval to market the remaining 11 Attainable Housing Units planned in phase 4 and 5 of Park City Heights at the prices listed below.

Cottages	# of Bedrooms	Proposed Pricing
414	4	\$665,715
415	4	\$665,715
416	4	\$665,715
417	4	\$665,715
505	4	\$665,715
506	4	\$665,715
513	4	\$665,715
514	4	\$665,715
515	4	\$665,715
530	4	\$665,715
531	4	\$665,715

☒ Enforce County Loan Limit
☒ Loan Amount Rounding

Purchase Price	665,715.00	Note Rate	6.125 %
Down Payment 5.000 %	33,286.00	Qual Rate	6.125 %
Loan Amount	632,429.00	UnDiscounted Rate	%
Initial Advance		Term	360 mths
Est Closing Date	//	Due in	360 mths
Borrower Est Closing Date	//		
Rate Lock Description			
Lock Date	//		
# of Days			
Lock Expires	//		
Last Rate Set Date	//		
Rate Lock Disclosure Date	//		
☐ Rate is Locked			
☐ Secondary Registration			

Income, Assets, Liabilities, and Expenses

Borrower's Income	
Co-Borrower's Income	

Quick Entry - Total Monthly Payment

Total Monthly Payment

Proposed

First Mortgage (P & I)	\$ 3,842.71
Subordinate Lien(s) (P & I)	\$
Homeowner's Insurance	\$ 94.86
Supplemental Property Insurance	\$
Property Taxes	\$ 294.02
Mortgage Insurance	\$ 105.40
Association/Project Dues	\$ 100.00
Other	\$ 0.00
Total	4,436.99

Resolution 17-99					
16 SF Cottage Homes					
Household Size	# of BR's	Summit County AMI	30% of AMI (Monthly)	Payment	Max Price
6	4	\$ 177,480.00	\$ 4,437.00	\$4,436.99	\$665,715.00



Pasadena Cottage Home





Carson Cottage Home





Palmdale Cottage Home





Jenkins Cottage Home (Park City Version will have siding replacing stucco)





Park Homes and Townhomes in Park City Heights





Park Homes and Cottage Homes in Park City Heights





Park Homes and Cottage Homes in Park City Heights





Park Homes and Town Homes in Park City Heights





Cottage Homes in Park City Heights



Notes from PCMC Planning Department, January 4, 2025.

Please see the response below regarding Phase 5 of Park City Heights:

- **Staff has been consistently working with the applicant to finalize and record their plat, which is conditioned upon completion of Park City Heights Master Planned Development requirements, including an agreement outlining public trails obligations. Construction cannot begin until the Park City Heights Phase 5 subdivision plat is recorded. Below is a timeline of the project review:**
 - On March 28, 2024, the Phase 5 subdivision plat was approved. The approval requires the applicant to complete conditions of approval to comply with the Park City Heights Master Planned Development, including a trails agreement to be completed prior to plat recordation. Planning staff started the standard process of routing the approved plat to Engineering and the City Attorney's Office for final redlines to prepare the plat for recordation with Summit County. Applicants have one year from the date of plat approval to complete the redlines, print to mylar, and record with the county.
 - On March 29, 2024, Planning routed the plat to the Engineer for redline review. On April 10, 2024, Engineering completed their review.
 - On April 11, 2024, Planning routed the plat to the City Attorney's Office for redline review. On April 17, 2024, the City Attorney's Office completed their review.
 - On April 18, 2024, Planning released the redlines to the applicant. The applicant is expected to incorporate the redlines and print to mylar. However, extensive corrections were required, and staff requested the applicant incorporate the redlines, print to paper, and submit for one final round of reviews.
 - On May 7, 2024, the applicant submitted the corrected paper plat for a second round of review and Planning routed the plat for internal review.
 - On July 5, 2024, the second redlined plat was provided to the applicant. Due to the required revisions, staff requested the applicant correct the plat, print to paper, and submit for one final review prior to printing to mylar.
 - On September 5, 2024, the applicant submitted an updated plat for final review, and Planning staff routed for review.
 - In the summer of 2024, the trails team began discussions with the applicant regarding public trails obligations. On November 4, 2024, trails sent a draft agreement to the applicant for finalization.
 - On December 11, 2024, the applicant sent a redlined agreement.
 - On December 31, 2024, trails and the City Attorney's Office finalized the trails agreement and sent the agreement for signature.
 - Now that the trails agreement is finalized, Engineering and the City Attorney's Office completed their review of the subdivision plat. The final redlines will be released to the applicant for printing to mylar.
- **In addition to the plat finalization, the Engineering and Water Departments have been working with the applicant to finalize the public improvement plans and public improvement agreement.**
 - **INFORMAL PLANS (REV. 1)**
 - 07/10/2024:
 - Engineering began the review of the public improvement plans and routed these plans for an internal informal courtesy review.
 - 07/25/2024:
 - Engineering emailed the courtesy review comments (from Water and Engineering) of the Informal Plans (Rev. 1) to Ivory.

- INFORMAL PLANS (REV. 2)
 - 09/04/2024:
 - Ivory emailed a revised set of Informal Plans (Rev. 2) for courtesy review.
 - 09/26/2024:
 - Engineering emailed the courtesy review comments (from Water and Engineering) of the Informal Plans (Rev. 2) to Ivory.
 - 10/10/2024:
 - 11/18/2024: Water was unable to establish a sufficiently stable radio connection and determined that conduit will need to be installed to the new PRV vault.
- MCI PLANS
 - 10/31/2024:
 - Ivory submitted their Grading and Utilities Plans in MCI.
 - 11/02/2024:
 - Staff mistakenly rejected the permit thinking it was a duplicate.
 - 11/04/2024:
 - Staff corrected the mistake and reopened the permit.
 - 11/05/2024:
 - Ivory re-submitted their Grading and Utilities (MCI Plans) permit in MCI (PLAN24-2627). The plans as submitted did not resolve or address the courtesy review comments from Informal Plans (Rev. 2).
 - 11/14/2024:
 - Ivory confirmed that previous versions of Informal Plans had included the wrong “existing topography layer”.
 - Ivory delivered another Informal Plan set via email.
 - 11/22/2024:
 - Engineering requested revision of the water meter calculations because the calculations as provided contained multiple mistakes.
 - 12/06/2024:
 - Ivory submitted revised MCI Plans (Rev. 2).
 - 12/19/2024:
 - Engineering rejected MCI Plans (Rev. 2) as submitted.
 - Primary comments were that the profile of Beaux Ct. does not match the grading plan of Beaux Ct., and that the stormwater details should be updated per current Park City Standards and Specifications.
 - Water has not yet performed formal review of MCI Plans (Rev. 2).
- PUBLIC IMPROVEMENTS AGREEMENT:
 - 12/23/2024:
 - Engineering emailed Ivory to remind them that prior to Plat recordation they will be required to enter into a Public Improvements Agreement (PIA) and provided the template to begin the process. Ivory expressed concern around having the bond in place prior to March.

EXHIBIT D - Park City Heights Schedule of Building Permits for Phase 4*

Lot #	Address	Permit #	Issue Date
401	2670 Piper Way	23-136	2/17/2023
402	2694 Piper Way	22-859	8/8/2022
403	2718 Piper Way	22-1218	10/28/2022
404	2742 Piper Way	23-135	2/17/2023
405	2766 Piper Way	22-874	8/11/2022
406	2800 Piper Way	23-1319	10/17/2023
407	2828 Piper Way	24-149	2/22/2024
408	2856 Piper Way	23-1320	10/17/2023
409	2882 Piper Way	23-1435	11/3/2023
410	4092 Stella Way	23-1322	10/17/2023
411	4076 Stella Way	N/A	N/A
412	4060 Stella Way	24-867	5/31/2024
413	4042 Stella Way	24-517	4/15/2024
DR-414	4022 Stella Way	N/A	N/A
DR-415	4010 Stella Way	TEMP24-403	Not issued yet; approved 3/29/24
DR-416	3998 Stella Way	N/A	N/A
DR-417	3988 Stella Way	N/A	N/A
418	4001 Stella Way/3005 Ledger Way	24-387	5/29/2024
419	2973 Ledger Way	N/A	N/A
420	2949 Ledger Way	N/A	N/A
421	2925 Ledger Way	N/A	N/A
422	2899 Ledger Way	N/A	N/A
423	2871 Ledger Way	N/A	N/A
424	2833 Ledger Way	24-330	5/7/2024
425	2799 Ledger Way	24-2473	10/17/2024
426	2767 Ledger Way	24-1894	8/14/2024
427	2737 Ledger Way	23-716	7/7/2023
428	2709 Ledger Way	23-1047	8/31/2023
429	2710 Ledger Way	22-796	7/28/2022
430	2738 Ledger Way	23-058	1/17/2023
431	2770 Ledger Way	22-1033	9/20/2022
432	2800 Ledger Way	23-057	1/17/2023
433	2834 Ledger Way	22-1169	10/19/2022
434	2878 Ledger Way	23-600	6/15/2023
435	2910 Ledger Way	24-546	7/22/2024
436	2940 Ledger Way	24-1629	7/12/2024
437	2970 Ledger Way	24-2475	10/17/2024
438	3006 Ledger Way/4053 Stella Way	23-1321	10/17/2023
439	4081 Stella Way/2887 Piper Way	N/A	N/A
440	2863 Piper Way	N/A	N/A
441	2841 Piper Way	N/A	N/A
442	2817 Piper Way	N/A	N/A
443	2797 Piper Way	N/A	N/A
444	2765 Piper Way	24-074	6/7/2024
445	2737 Piper Way	23-641	6/23/2023
446	2713 Piper Way	24-869	6/7/2024
447	2691 Piper Way	23-601	6/15/2023
448	2669 Piper Way	24-868	5/31/2024



Cottage Homes to be Deed Restricted for Attainable sale.

*Plat was approved February 2, 2022.