



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 21, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, November 21, 2019.

CLOSED SESSION - 4:00 p.m.

To Discuss Property, Personnel, and Litigation

STUDY SESSION

4:45 p.m. - Park City Vision 2020 Study Session
[Vision 2020 Staff Report](#)

WORK SESSION

5:15 p.m. - Discuss Leasing City-Owned property at Quinn's Junction to Mountain Trails Foundation and Summit Land Conservancy

[Lease Property at Quinn's Junction MTF/SLC Staff Report](#)

[Exhibit A: MTF/SLC Proposal](#)

[Exhibit B: Concept Design, Site and Floor Plans](#)

[Exhibit C: Response to Council Questions](#)

[Exhibit D: Draft Term Sheet and Construction Agreement](#)

[Exhibit E: Overview of Community Benefit](#)

[Exhibit F: Deed Restrictions](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. AWARDS AND RECOGNITION

1. Consideration to Adopt Resolution 23-2019, a Resolution Acknowledging Val Chin and Shirley Smith for their Dedication and Many Contributions to the Park City Community
(A) Public Input (B) Action
[Val Chin & Shirley Smith Staff Report and Resolution](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Historic District Grant Program
[Historic District Grant Program Staff Report](#)
[Exhibit A: Duval Companies Study](#)
[Exhibit B: Draft Timeline](#)
[Exhibit C: Definitions](#)
[Exhibit D: RDA Maps](#)
[Exhibit E: Past Meetings List with Staff Reports and Minutes](#)
2. Historic Preservation Quarterly Update
[Historic Preservation Quarterly Update Staff Report](#)
3. Community Development Process Improvements
[Community Development Process Improvements Staff Report](#)
4. City Council Meeting Closed Captioning Service
[Closed Captioning Staff Report](#)

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

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from November 7, 2019
[November 7, 2019 Minutes](#)

VI. CONSENT AGENDA

1. Request to Adopt Resolution 24-2019, a Resolution Declaring November 30, 2019, as "Small Business Saturday" in Park City, Utah
[Small Business Saturday Staff Report](#)
[Small Business Saturday Resolution](#)
2. Request to Authorize the City Manager to Purchase Three (3) Cutaway Transit V10 Gas Vans for Americans with Disabilities Act (ADA) Transportation and Dial-a-Ride, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$76,755.00
[2019 Cutaway Transit Staff Report](#)
3. Request to Authorize the City Manager to Sign an Addendum, in a Form Approved by the City Attorney, with Pure Technologies d/b/a Wachs Water for Leak Detection Services for an Additional \$110,000 and a Total Not to Exceed of \$251,500.80
[Leak Detection Contract Staff Report](#)

4. Request to Authorize the City Manager to Sign the Service Provider/Professional Services Agreement in a Form Approved by the City Attorney with Avail Technologies Incorporated, in an Amount Not to Exceed \$111, 855.00 Annually, for Intelligent Transportation System (ITS) On-Call Support and Maintenance for the City-owned Avail Technologies Transit Package
[Avail Technologies Contract Staff Report](#)
[Exhibit A: Avail Technologies Service Contract](#)
5. Request to Approve the First Addendum to the Professional Service Contract in a Form Approved by the City Attorney's Office with Cascadia Partners, LLC. in the Amount Not to Exceed \$6,100.00 for Additional Consulting Services as it Relates to Affordable Housing Projects
[Cascadia Partners Addendum Staff Report](#)
[Exhibit A: Cascadia Partners Service Agreement](#)
[Exhibit B: Cascadia Partners First Addendum](#)
6. Request to Authorize the City Manager to Execute an Addendum to the Professional Services Contract with Moreton & Company Insurance Services Co., for a One Year Extension for Insurance Placement Broker Services, in a Form Approved by the City Attorney and in an Amount Not to Exceed \$106,548.00
[Insurance Brokerage Contract Staff Report](#)
[Exhibit A: Moreton First Addendum to PSA](#)
[Exhibit B: Moreton Agreement 2017](#)
[Exhibit C: 2017 Moreton Staff Report](#)
7. Request to Approve a Real Estate Purchase Contract with David Berg for the Ironwood EHU Condominium in the Amount of \$725,000, in a Form Approved by the City Attorney
[Ironwood EHU Disposition Staff Report](#)
[Exhibit A: Ironwood EHU REPC](#)

VII. OLD BUSINESS

1. Consideration to Authorize the City Manager to Execute Amendment No. 6 to the Agreement, in a Form Approved by the City Attorney, with Alder Construction Company (Alder) for 3KWTP Construction Guaranteed Maximum Price (GMP) Construction Services for an Amount Not to Exceed \$77,500,000.00
(A) Public Hearing (B) Action
[3KWTP Construction Services Amendment No. 6 Staff Report](#)
- 2.. Consideration to Approve Ordinance 2019-55, an Ordinance Amending the Municipal Code of Park City: Title 4, Chapter 1 Definitions and Chapter 8 For-Hire Vehicles, to Facilitate Licensing Amendments; and Title 9, Chapter 5 Resident Permit Parking, to Facilitate the Creation of Drop, Load, and Staging Permits
(A) Public Hearing (B) Action
[For-Hire Ground Transportation License and Drop Load Staging Staff Report](#)
[Exhibit A: Licensing and Drop, Load and Staging Permit Ordinance](#)
[Exhibit B: Title 4-8 For Hire Ground Transportation Redlines](#)
[Exhibit C: Title 9 Parking Code Redline](#)

[Exhibit D: Drop and Load and Staging Zones and Cost Analysis](#)

[Exhibit E: Background](#)

3. Consideration to Adopt Resolution 25-2019, a Resolution Re-Adopting the Fee Schedule and Replacing and Repealing Resolution 12-2019 in Its Entirety, and Discussion of Enforcement Budget Alternatives
(A) Public Hearing (B) Action
[Enforcement and Fee Schedule Amendment Staff Report](#)
[Exhibit A: Public Safety Enforcement Options and Parking Inventory Costs](#)
[Exhibit B: Redlined Fee Schedule Resolution](#)

VIII. NEW BUSINESS

1. Consideration to Authorize the City Manager to Enter into an Agreement, in a Form Approved by the City Attorney, with Mercer for Employee Compensation Evaluation Services for an Amount Not to Exceed \$130,000.00
(A) Public Hearing (B) Action
[Employee Compensation Evaluation Services Staff Report](#)
[Exhibit A: Challenging Recruitments Analysis](#)
[Exhibit B: Scope of Work](#)
2. Consideration to Approve Ordinance 2019-56, an Ordinance Approving the King's Crown Condominiums Plat, Located at 1271 Lowell Avenue, Park City, Utah
(A) Public Hearing (B) Action
[Kings Crown Condominium Plat Staff Report and Ordinance](#)
[Exhibit A: Proposed Kings Crown Condominium Plat](#)
[Exhibit B: Updated Applicants Project Description](#)
[Exhibit C: Survey](#)
[Exhibit D: Aerial Photograph](#)
[Exhibit E: Site Photographs](#)
[Exhibit F: Kings Crown Resubdivision Plat \(recorded\)](#)
[Exhibit G: Proposed Kings Crown Resubdivision First Amended Plat](#)
3. Consideration to Approve the Renewable Energy Service Contract with Rocky Mountain Power in a Form Approved by the City Attorney
(A) Public Input (B) Action
[Renewable Energy Service Contract Staff Report](#)
[Exhibit A: PacifiCorp Public Entity Renewable Energy Service Contract](#)
4. Consideration of Call Up of an Application for a Conditional Use Permit for a Private Driveway in a Public Right-of-Way for 901 Woodside Avenue
(A) Discussion (B) Possible Action
[901 Woodside Avenue Staff Report](#)

IX. ADJOURNMENT

X. PARK CITY HOUSING AUTHORITY

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve the National Ability Center Affordable Housing Agreement
(A) Public Hearing (B) Action
[National Ability Center Housing Mitigation Plan Staff Report](#)
[Exhibit A: National Ability Center Housing Statement](#)
[Exhibit B: National Ability Center Housing Mitigation Plan](#)
2. Consideration to Approve the Second Amendment to the Kings Crown Affordable Housing Mitigation Plan
(A) Public Hearing (B) Action
[Kings Crown Amended Housing Mitigation Plan Staff Report](#)
[Exhibit A: Draft Kings Crown Mitigation Plan Amendment](#)
[Exhibit B: Kings Crown Site Plan](#)
[Exhibit C: Building B floor plan](#)

IV. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Linda Jager

Submitting Department: Community & Public Affairs

Item Type: Staff Report

Agenda Section:

Subject:

4:45 p.m. - Park City Vision 2020 Study Session

Suggested Action:

Attachments:

[Vision 2020 Staff Report](#)



City Council Staff Report

Subject: Park City Vision 2020 Project Update
Authors: Jed Briggs, Budget Operations & Strategic Planning Manager
Linda Jager, Community Engagement Manager
Department: Budget & Community Engagement
Date: November 21, 2019
Type of Item: Study Session

Summary

Park City Municipal Corporation (PCMC) has launched a community visioning project - [Park City Vision 2020](#) - through the remainder of 2019. To keep Council and the community apprised of the Park City Vision 2020 project progress, Staff and the project team from Future iQ will provide monthly updates to Council detailing preliminary survey results, activities and events. Staff and the project team seek Council feedback on the process, current results and upcoming events.

Project Timeline:



Vision 2020 Final Report February/March 2020

Project Update

The project team continues work in the data gathering stage of the project, which includes the following:

- Hosting the [Park City Future Summit](#) on November 20, at the Jim Santy Auditorium. This community event will present results from the visioning process to date, introduce six themes – strategic pillars - that have emerged from community visioning sessions, and seek public feedback on these themes via rapid audience polling. The event will also feature a panel of four community members who will share their perspective on the visioning process and thoughts on the future scenario concept.
- Convening six focus groups on November 21 – 22, that will draw on community member expertise surrounding a group of six strategic pillars that have been identified through the community visioning process and will provide suggested items for the Park City Vision 2020 Strategic Action Plan.

Park City Vision 2020 Focus Groups

Thursday, November 21:

Sustainable Tourism, 10:00 – 11:00 a.m.

Arts, Culture & Local Economy, 11:30 a.m. – 12:30 p.m.

Friday, November 22:

Regional Collaboration, 10:00 – 11:00 a.m.

Social Equity/Affordability, 11:30 a.m. – 12:30 p.m.

Transportation, 1:00 – 2:00 p.m.

Environmental Leadership, 2:30 – 3:30 p.m.

Focus group meetings will be held in the Park City Library Community Room.

- Ongoing promotion of the Vision 2020 Community Survey, which has over 750 responses to date. Please visit the [data visualization link](#) for current survey results.

Department Review

Budget, Community Engagement, Executive, and Legal.

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

5:15 p.m. - Discuss Leasing City-Owned property at Quinn's Junction to Mountain Trails Foundation and Summit Land Conservancy

Suggested Action:

Attachments:

[Lease Property at Quinn's Junction MTF/SLC Staff Report](#)

[Exhibit A: MTF/SLC Proposal](#)

[Exhibit B: Concept Design, Site and Floor Plans](#)

[Exhibit C: Response to Council Questions](#)

[Exhibit D: Draft Term Sheet and Construction Agreement](#)

[Exhibit E: Overview of Community Benefit](#)

[Exhibit F: Deed Restrictions](#)

City Council Staff Report



Subject: Mountain Trails Foundation & Summit Land Conservancy request to Lease or Purchase PCMC-Owned property at Quinn's Junction.
Author: Jonathan Weidenhamer
Department: Economic Development
Date: November 7, 2019
Type of Item: Work Session

Summary Recommendation

Provide direction to staff and Mountain Trails Foundation (MTF) and Summit Lands Conservancy (SLC) on a proposal to lease property at the Quinn's Junction Recreation Complex to locate permanent non-profit headquarters with PCMC desired community benefits and amenities. Based on the unique financial and community benefits the parties can provide, and along with the updated floor plans to further promote community educational and recreation opportunities, staff seeks Council input prior to returning with a finalized terms and draft construction agreement.

Background

This request was initially considered by City Council during the May 16, 2019, work session ([link](#)). City Council provided support to further vet the concept and had the following input and questions, which are responded to in detail in Exhibit C:

1. Conduct analysis if there is more appropriate PCMC property to consider;
2. Provide more information on possible impacts on PCMC property at Quinn's, including: Recreation Master Plan; Specific site impacts of proposal; Event parking requirements, and Costs associated to replace the parking.
3. Quantify community value/benefit to demonstrate why MTF/SLC are uniquely qualified;
4. How would the facility support the broader community & other non-profits, and possibly serve as a visitor's or community center facility;
5. Information on lease versus disposition options.

MTF/SLC submitted an updated proposal on 9/20/19, which overviewed economic, sustainability, and community values (Exhibit A), as well as updated site and floor plans (Exhibit B). The proposal included the following:

- The City will provide a joint, long term lease of the building.
- MTF/SLC will pay to construct a shared building, which they will lease as joint tenants.
- This building structure would provide expanded educational opportunities for the PCMC's land preservation, recreation, sustainability, and the natural environment (LRSN) priorities as well as a conference room and indoor information services available during business hours, creating a local gathering place that promotes and encourages a strong and vibrant community. The building will house the office operations of organizations, as well as house the garage and storage for materials, supplies and equipment for MTF's field operations.

The building is two stories and approximately 8,638sf, including (Community Room (963 sf) MTF (4,351 sf) and SLC (3,324 sf).

- In securing a long-term base of operations, both organizations will substantially increase the funds available for investment in Park City's trails and open spaces.

Analysis

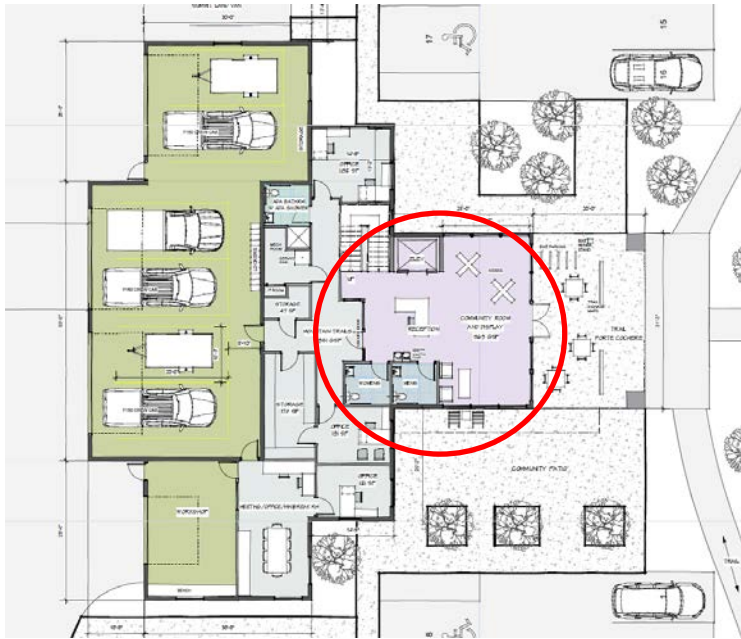
Staff has responded to questions asked by Council at the May 16, 2019, work session in detail (Exhibit C). In summary, staff concludes:

- Adjacency to the trails and open space far exceeds the benefits of other sites.
- The proposed building is sited well to minimize visual and site (future recreation and parking) impacts and benefits from the direct proximity to open space, trails and PCMC's maintenance building:
 - o Staff at a conceptual level believes that other needed recreation amenities may be met on the site if the facility limits the development of fields.
 - o There are approximately 114 existing parking spots. The proposed project would have minimal impact on that parking footprint,
- Based on the May 16, 2019, work session analysis (report) (Exhibit E – Summary) and updated MTF/SLC proposal, staff believes the value of future cost savings and services have been documented and justify leasing City property. City staff does however; recommend some monthly offset for asset management costs (repair and replacement of mechanical systems, elevator, etc.), as well as their utility costs.
- Staff believes the updated floor plan will accommodate expectations from City Council to enhance educational opportunities, promote local gatherings and host community functions.
- An overview of the building layout and proposed uses were presented to a member of the Gilmor Trust on November 14. While generally supportive, limited concerns were stated about 'creep' of usages and potential impacts on the NAC. MTF/SLC anticipates a final decision by the Trust in January, 2020.

Issues for Discussion

Staff is in agreement with the majority of the terms identified in Exhibit D. Staff seeks discussion on the following:

1) Operations and maintenance costs of the community spaces – The proposal includes a Community and Display room and public bathrooms in a foyer that can be separately locked out from the interior of the private offices and garage/workshop (below and Exhibit B). MTF/SLC proposes PCMC pay for operations, maintenance and cleaning of that space. Using the adjacent public restrooms as a comparison, annual costs are estimated at \$25,000. Should PCMC agree, staff recommends control of public access and use. SLC/MTF seeks an operating agreement that defines predictability and thresholds for said public use.



2) Public Art – MTF/SLC propose to not be responsible for providing public art as funding it competes with their respective mission(s). PCMC policy requires 1% of the cost of construction toward public art for City projects. In this case, approximately \$25k. Some similarly structured PCMC deals included the requirement (Museum), some did not (KPCW). PCMC Public Art staff is supportive of a blended approach and is supportive of a cash contribution to the PAAB budget in the neighborhood of \$10,000 for use on or adjacent to the site.

3) Ownership & Financing Assistance – Who should be responsible for the asset? Depreciation, insurance, maintenance and replacement mechanical systems, roof, outside walls, foundation, etc.). MTF/SLC has asked if the option to secure financing help can remain open for the time being until the project scope and budget become less fluid. Should there be an affirmative ask for finance help, it is likely PCMC would have to keep the asset on our books. An option to maintain control without owning the asset would be to include a right of first refusal or reverter clause. Staff believes putting further analysis to this is premature until further direction from City Council is provided.

4) Financing Assistance – MTF/SLC would like to keep the option of PCMC assisting in conduit or other similar financing. As the design and project budget are at concept design only, there is no specific “ask” right now, nor has there been specific meetings with our Finance and Budget Departments to discuss feasibility or pros/cons.

Exhibits

- A MTF/SLC Proposal
- B Concept Design, Site and Floor Plans
- C Response to Council Questions from May 16, 2019
- D Draft Term Sheet and Construction Agreement
- E Overview of Community Benefit
- F Deed Restrictions



Proposal to City Council November 2019

- The City will provide the organizations jointly with a 99-year ground lease.
- Mountain Trails Foundation and Summit Land Conservancy will pay to construct a shared building, which they will lease from the City as joint tenants, with an annual rent payment of \$1 per year.
- This building structure would provide expanded educational opportunities for the City's land preservation, recreation, sustainability, and the natural environment (LRSN) priorities as well as a conference room and indoor information services available during business hours, creating a local gathering place that promotes and encourages a strong and vibrant community.
- In securing a long-term base of operations, both organizations will substantially increase the funds available for investment in Park City's trails and open spaces.

Value to the Community:

Economic Value

1. Trails and open space generate significant sales tax dollars for the City from visitors.
 - i. Chamber Bureau stats: \$130,000 tax revenue from overnight visitors attributable to trails and open space. This does not account for revenue generated by local residents.
 - ii. Protected open space and trails resulted in IMBA's Gold Level Ride Center awarded in 2012. Park City is the first Gold Level Ride Center.
 - Trails and Open Space generate dollars for business & nonprofits
 - i. Sporting goods, restaurants, lodging companies
 - ii. Many nonprofit organizations host events on the community's open spaces and trails that MTF and SLC collectively protect. Running With Ed, Point to Point, Ragnar, NAC, High School Mountain Biking
 - As is well demonstrated across the US, property values increase due to proximity of permanently protected open space and access to trails.
2. Mountain Trails brings dollars to the City for trail projects and winter grooming:

Mountain Trails Foundation Direct Dollars Raised For City Trail Projects	
<i>Trail Project</i>	<i>MTF Contribution</i>
Bloods Lake	\$ 50,000
9,000' Trail	\$138,000

Round Valley Winter Grooming expenses (beyond City contract)	\$ 23,000
2018-2019 Total Funds Provided	\$211,000

Since 2015, Mountain Trails Foundation has built, on City land, at total of 25 miles (132,000') of trails, which, at a \$6/linear foot (average retail rate) would have a cost the City \$792,000. In the same time period the City paid Mountain Trails Foundation, on average, less than \$50,000 per year.

The Summit Land Conservancy has supported the City's open space acquisitions by both advocating for open space bond measures and bring private funds to the table for conservation projects.

Summit Land Conservancy Direct Dollars raised for City Open Space Projects	
<i>Open Space Project</i>	<i>Conservancy Contribution</i>
Osguthorpe 120, Round Valley, 2012	\$1,000,000
Gamble Oak & Risner Ridge 2014	\$ 100,000
Old Ranch Hills 2017 (easement donation)	\$ 180,000
Bonanza Flat, 2017	\$ 600,000
Armstrong Snow Ranch Pastures, 2019	\$ 15,000
2012-2019 TOTAL	\$1,885,000

- Both Mountain Trails Foundation and the Summit Land Conservancy provide services to the City at a significant discount to what the City would have to pay if it were covering these costs itself.
 - i. The City gets approximately \$3 worth of trails for every \$1 it pays to MTF.
 - ii. The Summit Land Conservancy has supported the City's open space acquisitions by both advocating for bond measures and by bringing \$1,885,000 in private dollars to the table for purchases and conservation transactions.
 - iii. Both organizations serve pro-bono on technical committees, COSAC, and other advisory and supportive relationships relative to the City's extensive trails and open spaces.
 - iv. Both organizations provide significant pro bono public outreach bandwidth for messaging on behalf of the City.

Sustainability goals

Open space sequesters carbon. Summit Land Conservancy works with the City and others to enhance the eco-system services of protected lands, helping to reach the City's net-zero goals.

- Trails maintained by MTF provide opportunities for non-motorized transportation corridors throughout the community, helping to alleviate automobile trips.
- MTF builds and maintains trails in compliance with environmental standards and accepted sustainable trail-building techniques.

- By sharing a location both organizations are able to co-exist in a smaller footprint.

Quality of Life Value

- Trails and open space are the bedrock of Park City outdoor oriented culture.
- Eighty percent of residents consistently report that they use the trails and open space three or more times a week.
- The community's access to trails and open space resulted in Summit County having the lowest obesity rates for any county in the United States, reducing medical costs and enhancing quality of life.

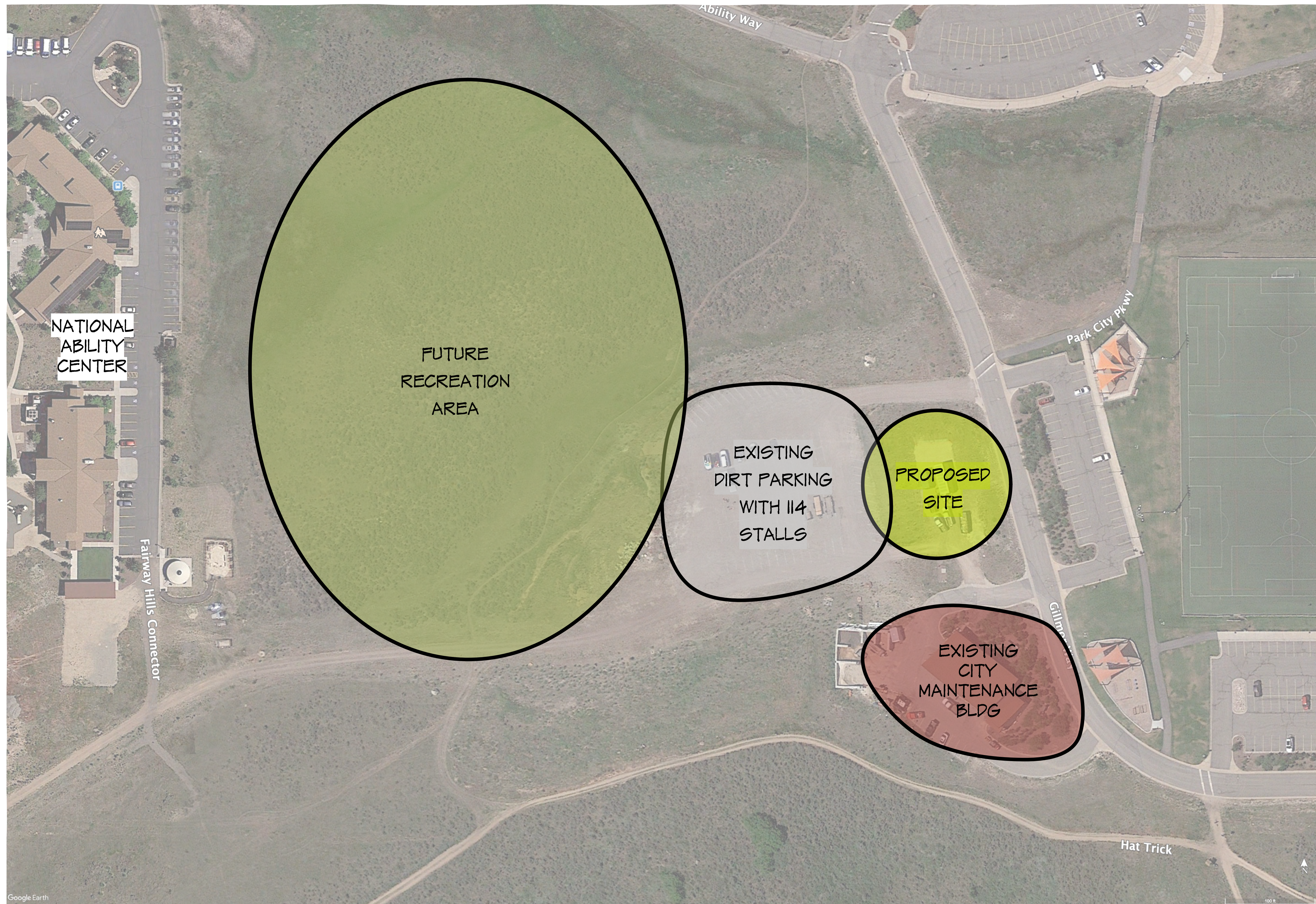
Time Line

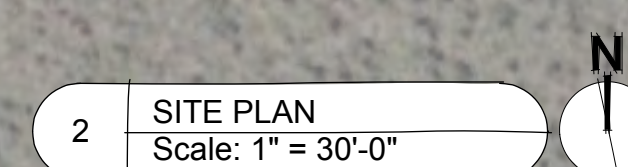
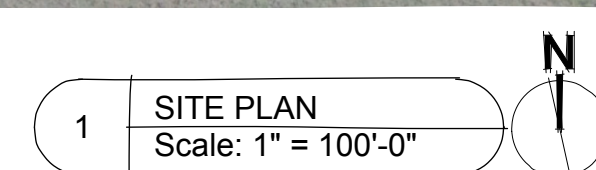
MTF and SLC recognize that we are living on borrowed time in our existing space. We hope that the City will take action in a timely fashion so that we can move as quickly as possible.

- Nov 2019: City approval. MTF and SLC organizational structure finalized
- Feb 2020: Pull permits. Fundraising begins
- May 2020: Plans are finalized and ground breaking
- June 2020: Construction and fundraising
- Winter 2021: Building completed

Thank you in advance for your time and consideration. We hope that you will see long-term benefits to the community in this proposal.







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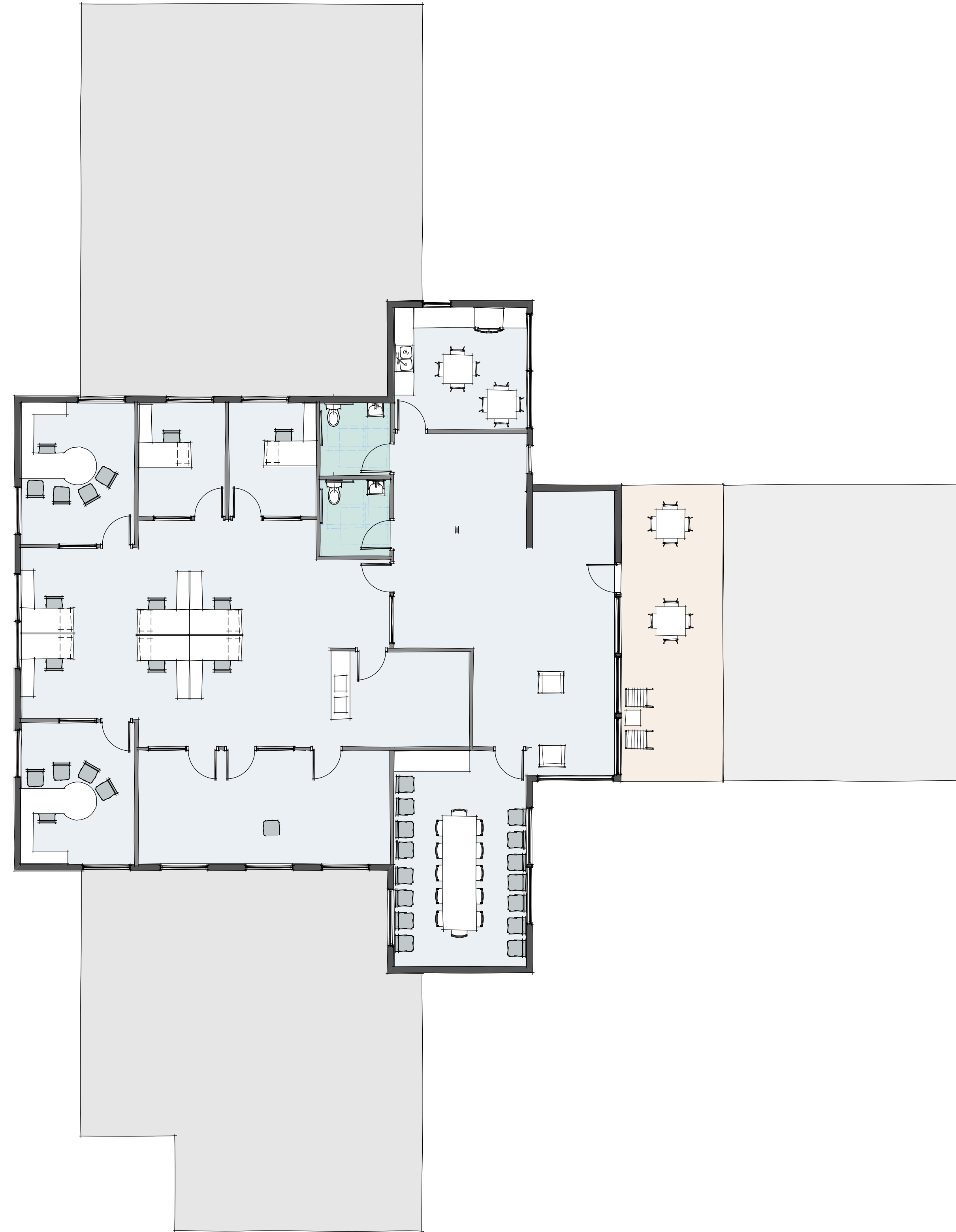




Exhibit C – Response to Council Questions from May 16, 2019 Work Session

1. Is This the Right City property?

Yes. Staff and the applicant have considered many sites over the years including the base of PC Hill. Other sites may work, such as PCMC owned Lot 5 next to the Hospital, but it would be much more expensive and less efficient. MTF is confident that locating at a centralized location for their ops, Quinn's best positions efficient operations in their future. While SLC's use is primarily office functions, when coupled with the stated goals in the LOI draft & underlying deed restrictions, they are uniquely suited to effectuate from this location.

2. Localized Impact to City property at Quinn's

Gilmor Trust & Deed Restrictions

An overview of the building layout and proposed uses were presented to a member of the Gilmor Trust on November 14. While generally supportive, limited concerns were stated about 'creep' of usages and potential impacts on the NAC. Staff will work with MTF/SLC with supplemental information and anticipate a final decision by the Trust in January, 2020.

Specific Site Location

The preliminary design is sited well to take advantage of access to Gillmor Drive, minimize impact to the site, existing ops and parking, and interact efficiently with PCMC maintenance. The plan considers what appears to be a realistic, albeit concept layout of fields and parking, we have coordinated with the design team on location of utilities, easements, wetland delineation and other site constraints. Could the building be sited better to further minimize site impacts and allow maximum future flexibility for the remainder of city property? Possibly, the building could potentially be situated into the Hill on the south west of the Maintenance building, but the back of house/garage uses would become more visually impacting.

Recreational Impacts to Quinn's

The Rec. Master Plan identifies two multi-purpose/softball/baseball fields in this area, as well as a plaza with a pavilion and restroom near the fields along with two new parking lots. In support, PCMC & Basin Rec. recently had Y2 Analytics complete a statistically valid survey on recreation needs. Results indicate 100% of city residents said that baseball/softball field needs are met very well; Outdoor field space needs are met extremely well by 79% of residents, and 7% said it was met very well. Given the results of the survey there is no immediate need to build additional outdoor field space for local play. The need could increase in the future as the population increases and changes.

Recreation staff at a conceptual level believes that other recreation facility needs may be met on the site if the facility limits the development of fields.

Special Event/Overflow (gravel) Parking

There are approximately 114 parking spots. While the proposed project would have minimal impact on existing parking footprint, the temporary gravel area doesn't currently meet City requirements to be permanently hard surfaced and have drainage and other improvements. Therefore, staff intends to put in a budget request to complete the parking in a manner that supports current event demand and could have a second phase to meet future recreational use. Should we be unable to continue to use the

gravel temporarily through special event permits, we would have to reduce the overall use of the complex (either events or rec.), unless other mitigating cross parking agreements can be agreed to amongst the adjacent landowners.

3. Quantify community value/benefit

MTF/SLC updated proposal identifies community, sustainability, and economic benefits the parties bring along with financial savings, including:

1. \$130,000 in tax revenues from overnight visitors attributed to trails and open space;
2. MTF brings substantial, private funds for projects and winter grooming. In 2018-19 they received \$211K for trails on PCMC property.
3. Since 2015 MTF has built on PCMC land 25 miles of trails, which would have cost PCMC almost \$800k at market rate, but we pay MTF less than \$50k annually.
4. SLC has supported PCMC's open space acquisitions by advocating publicly and by bringing private donations, including \$1.85M (2012-18).
5. Forwarding the missions of each organization is critical to the quality of life for residents.
 - a. <https://mountaintrails.org/about-us/>
 - b. <https://www.wesaveland.org/our-impact>

On May 16, 2019 as part of a city Council work session, and attached to this report as Exhibit E, the following conclusions and analysis were provided:

Conclusion: *MTF provides significant financial benefits to the city, through the annual adopt a trails program (\$60,000) and winter grooming services (\$10,000). Further, the PSA provides for associated trail staffing, which the City might otherwise have to fund. There are approximately 40 miles of 'summer' trail and approximately 30 kilometers of 'winter trails' in Round Valley. MTF maintains all of these and the location provides for the unique ability to store, maintain and access larger equipment such as groomers, mini-excavators, trailers, skid steers, etc. for these services. The proposed facility location at Quinn's would serve the organization and the City's open space goals well.*

Preliminary Staff Analysis: *MTF provides important services to the City at significant cost savings; providing for a long term solution to their administrative and operations offices is in the best interest of the public. City Council could consider foregoing some of the backcountry funding and/or trail map costs as a means of providing a cost benefit to the City in exchange for a lease.*

Conclusion: *SLC has provided significant financial benefits to the city, through specific open space fundraising efforts, estimated at (\$1,545,768) over the past 10 years. SLC is the easement holder and provides monitoring activities on approximately 1/3 (739 acres) of the Round Valley open space. Additionally, public education efforts and programs such as tree planting in Round Valley makes the proposed facility location at Quinn's unique to the organization.*

Preliminary Staff Analysis

SLC provides a strong case for the use of the location as conservation education is at the forefront of their mission and Round Valley itself has been home to a significant amount of their conservation efforts. City Council could consider foregoing costs associated with the current monitoring contract as a means of providing a cost benefit to the City in exchange for a lease or sale.

Based on these analysis and conclusions, along with the updated proposal from MTF/SLC described above, staff believes the value, cost savings and services have been documented enough and there is adequate value justifying a \$1/year lease for 99 years.

4. Broad support to PCMC Goals, Community & Other Non-Profits

Staff believes the updated floor plan will accommodate expectations from City Council to enhance educational opportunities, promote local gatherings and host community functions. The proposed floor plan includes: A community room that is separately accessible for public use; with Reception desk that will allow for provision of general information during business hours; Indoor display area; Indoor restrooms, An outdoor community patio, and an Outdoor, covered "trail head" area.

5. Disposition Options & Structure

A general approach is described in the staff report (99 leases, with MTF/SLC as joint tenants, the parties share in the operations and maintenance costs. What is undetermined at this point is who should own the building? Responsibility for the asset – depreciation, insurance, maintenance and replacement mechanical systems, roof, outside walls, foundation, etc.).

MTF/SLC has asked if the option to seek financing help can remain open for the time being until the project scope and budget become less fluid. Should there be an affirmative ask for finance help, it is likely PCMC would have to keep the asset on our books.

Staff believes putting further analysis to this is premature until further direction from City Council is provided. For MTF/SLC, time is of the essence, they would like to begin fundraising efforts, with the hopes that they can break ground in spring of 2020.

Exhibit D: Draft term sheet as proposed by MTF/SLC 11.12.19

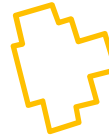
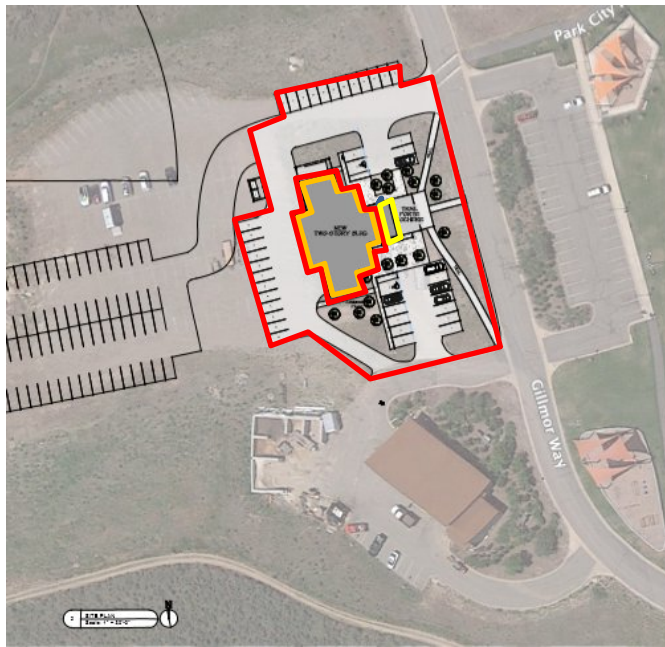
- a) Ownership – PCMC to maintain ownership of the land.
- b) Term - 99 year lease to MTF/SLC.
- c) Rent - \$1.00 annually.
- d) Fees – PCMC to waive all eligible fees. Sewer fees assessed by SBWRD.
- e) SLC/MTF responsible for:
 - 1. Capital Costs - All design, and other soft costs, and all construction costs including, but not limited to site, utility, construction and finish/tenant improvement costs.
 - 2. Net Zero – The building shall be a net-zero building.
 - 3. Operations and Maintenance costs –
 - i. SLC/MTF will assume cleaning and utility costs (including water consumption) for the interior, private portions of the building, and maintenance and replacement of all tenant improvement type items including but not limited to interior paint, carpet cleaning, light bulbs, drywall repairs, doors, window repair, replacement, etc.
- f) PCMC responsible for:
 - 1. Exterior Cleaning - Spaces outside of the building exterior, including patios/decks, public/common spaces, trail port cohere, community patio, etc.).
 - 2. Exterior Maintenance of landscaping and snow removal – including landscaping, irrigation, utilities and replacement.
 - 3. Public Safety - Providing any safety cameras or equipment and hardware and software to connect them. PCMC will pay a proportional share of any utility bill for this service.
- g) Public Access & Use Agreement - Prior to any binding agreement, the parties will reach an operating agreement that clarifies amount and types of public uses and access to community spaces in addition to identification of community services to be provided by MTF/SLC.
- h) Insurance: MTF/SLC will carry and maintain a primary insurance policy, the amount of which will be satisfactory to the City. They will also carry insurance to cover additional contents/personal property. The City will maintain secondary public liability insurance, insure the public restrooms, and continue primary insurance for MTF/SLC contents/personal property at existing levels (\$tbd).

Issues for Discussion

- 1. Interior Cleaning and Maintenance of Public Spaces
- 2. Public Art
- 3. Financing Assistance
- 4. Building Ownership including, not limited to:
 - a. Maintenance of Operational Systems (funded by annual contribution from MTF/SLC) –Day to day and ongoing operations and maintenance of all mechanical systems. These include electrical, plumbing, security/alarm, HVAC, and elevator, including all support for exterior mechanical equipment.
 - b. Structural Maintenance/ Long-Term Replacement Costs – Structural maintenance of the building, including the roof, foundation, structural members, and exterior wall surfaces.

Construction Agreement Draft Terms

- Construction Lay Down Yard: - PCMC to provide free access to construction lay down and staging on adjacent City property.



MTF/SLC Maintain inside



PCMC clean (community & R. Rooms)

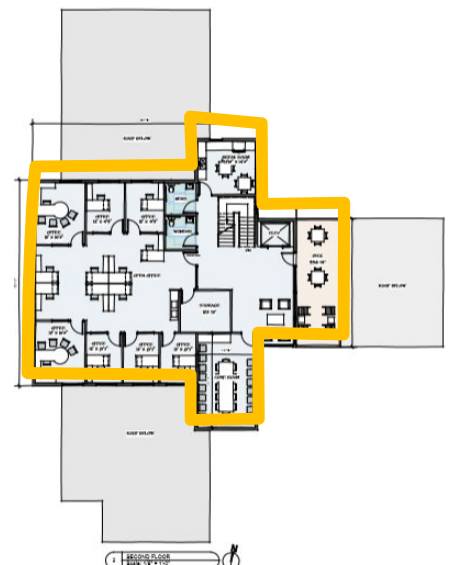


PCMC maintain & snow removal



4361 GSF + 963 GSF = 5314 GSF

FL 1



3342 GSF

FL 2

Exhibit E: Overview of Community Benefit

Mountain Trails Foundation (MTF) and Summit Land Conservancy (SLC) have requested City Council consider a possible long term lease or sale of City (PCMC) property at Quinn's Junction Ice Arena & Sports Complex (QJSC) adjacent to the maintenance building, located adjacent to the Round Valley Open Space (Exhibit A). Both groups are seeking a long term 'home' for their operations. Both are interested in providing recreational and conservation visitor and education services in centralized, accessible and highly visible location, whereby their offices and programs could promote and support complimentary, adjacent public amenities and educational programs consistent with their missions:

- <https://mountaintrails.org/about-us/>
- <https://www.wesaveland.org/our-impact>.

In considering this request, the City Council may consider intangible benefits associated with locating these entities adjacent to PCMC's open space, as well as how the proposal helps accomplish PCMC's goals and objectives regarding the Sports Complex Master Planned Development and open space uses.

Analysis

Staff finds that the Missions of MTF & SLC along with their operations/services provide a strong nexus to being located at QJSC and more specifically the adjacent Round Valley Open Space, as outlined below.

Quinn's Deed Restriction Language/Mission Statements (Ex A)

The Quinn's Deed Restriction language, which governs the land uses in the area, (Exhibit C) specifically considered an 'educational' facility consistent with conservation and recreational purposes 'especially in the areas of nature and science'. This language provides a direct nexus to support the MTF and SLC proposal over possible other non-profit's use.

MTF & SLC Funding Operations & Services Analysis

Staff has provided a service analysis for each entity and how a possible sale or lease of PCMC land in the Round Valley area may benefit ~~both the non-profit as well as~~ the City.

➤ **MTF Contracts, Funding and Services:**

- PCMC, consistent with city/state purchasing policy has procured an annual, professional services agreement (PSA) with MTF for back country trail maintenance (\$25,000), which includes:
 - o General maintenance of the City's backcountry recreational trails.
 - o An agreement that allows MTF to collect private sponsorship funds through the 'Adopt a Trail' program on public trails.

- o A stipulation that 'Adopt a Trail' funds must be utilized prior to any City funding where applicable. MTF currently raises approximately \$60,000/year under this program. This funding often results in additional or enhanced maintenance efforts that do not impact City funding.
- o Recognition and support to encourage volunteerism as part of trail maintenance and implementation. Each year, the City and MTF coordinate a 'National Trails Day Project' in June where volunteers are utilized to build new infrastructure. An approximate cost savings of \$10,000 each year is a fair assessment of this program.
- MTF Annual Trail Map - \$5,000/annually
 - o Through the City's Trails Master Plan budget, the map is provided to residents and visitors on a suggested 'donation' basis.
- Special Service Contract (winter grooming) - \$10,000/annually
 - o MTF provides staffing for the winter grooming services in Round Valley under a special service contract, which is part of the city's annual budget process. MTF utilizes a City-owned groomer for this practice, when there is enough snow, but pays for all maintenance and fuel. Typically on a good snow year, costs associated with this service are around \$15,000, so a \$10,000 cost savings to the City.

MTF Services that support City functions or Programs

- o MTF runs a 'Trail Ambassador' Program, which helps with educational outreach and monitoring of the trail system. They collect survey and use data for the City at these events.
- o MTF utilizes the trail system to put on several recreational special events.
- o MTF pays all application and trail related event fees, which go back into funding the trail system.
- o Through PCMC's Donation Policy, MTF was able to attain \$50,000 in private funds to build the new Bloods Lake trail.
- o MTF works closely with the City on numerous trail grants, including the State Recreational Economic Development Grant and County RAP/Restaurant Grants. Over the years, the City has collected hundreds of thousands of dollars through this coordination.

Current Operating Facility

- o MTF currently leases city owned space at the old Bonanza Clinic site for \$6,000/annually. This value is consistent with current and previous non-profit rates within the Arts & Culture district.

Conclusion: MTF provides significant financial benefits to the city, through the annual adopt a trails program (\$60,000) and winter grooming services (\$10,000). Further, the PSA provides for associated trail staffing, which the City might otherwise have to fund. There are approximately 40 miles of 'summer' trail and approximately 30 kilometers of 'winter trails' in Round Valley. MTF maintains all of these and the location provides for the unique ability to store, maintain and access larger equipment such as groomers, mini-excavators, trailers, skid steers, etc. for these services. The proposed facility location at Quinn's would serve the organization and the City's open space goals well.

Preliminary Staff Analysis: MTF provides important services to the City at significant cost savings; providing for a long term solution to their administrative and operations offices is in the best interest of the public. City Council could consider foregoing some of the backcountry funding and/or trail map costs as a means of providing a cost benefit to the City in exchange for a lease.

➤ **Summit Land Conservancy Funding and Services:**

SLC currently has the following contractual relationship with PCMC:

- Open Space Monitoring PSA- \$35,000/annually.
 - o This agreement funds third party monitoring of 1,994 acres of PCMC open space properties and/or associated conservation easements. The contract currently notes a cost of over \$17.55/acre to provide said services.
 - The agreement stipulates that SLC will monitor the property to ensure the conservation values are being preserved. SLC provides an annual written report noting observations and if any 'violations' are noted.
 - SLC holds easements on 739 of the 2,100 acres in Round Valley.

Services Provided that support City functions or Programs

- o SLC raised significant funding from private donations for the preservation of:
 - Bonanza Flat- \$545,768.
 - Osguthorpe 120 Easement- \$1,000,000
- o SLC was instrumental in galvanizing support for the Treasure Hill Bond.
- o SLC utilizes the Round Valley open space to run youth conservation and education camps and has been instrumental in coordinating volunteers, public outreach and materials for the tree planting programs in Round Valley (Part of PCMC Carbon Sequestration Program).
- o Similar to MTF, SLC participates in educational outreach and collects survey data on City-owned open space.

Current Facility

- o SLC currently leases city owned space at the old Bonanza Clinic site for \$6,000/annually. This value is consistent with current and previous non-profit rates within the Arts & Culture district.

Conclusion: SLC has provided significant financial benefits to the city, through specific open space fundraising efforts, estimated at (\$1,545,768) over the past 10 years. SLC is the easement holder and provides monitoring activities on approximately 1/3 (739 acres) of the Round Valley open space. Additionally, public education efforts and programs such as tree planting in Round Valley makes the proposed facility location at Quinn's unique to the organization.

Preliminary Staff Analysis

SLC provides a strong case for the use of the location as conservation education is at the forefront of their mission and Round Valley itself has been home to a significant amount of their conservation efforts. City Council could consider foregoing costs

associated with the current monitoring contract as a means of providing a cost benefit to the City in exchange for a lease or sale.

Exhibit A

Quinn's Deed Restrictions

Education. To promote and provide education to the public, and various educational groups or other segments of the public, especially in the areas of nature and science, and to promote and provide for scenic enjoyment, gathering and special community events and activities for the public or various segments of the public, including in connection with and incidental to the foregoing the right to construct physical facilities, buildings and improvements and related roads and parking lots; provided, however, that the foregoing shall not allow for the construction or building of a facility or building that is or would generally be considered a school house or school building, whether for a public or private school, for the conducting and carrying on of a regular or typical, full time school program, such as an elementary school, as opposed to a science center or other type of educational facility that is used by many different schools or educational bodies incidental or supplemental to their full school or educational programs based or located elsewhere, and not as their primary residence; and/or

CONFIDENTIAL - PUBLIC RECORD

Exhibit F

Quinn's Deed Restrictions Summary

Education. To promote and provide education to the public, and various educational groups or other segments of the public, especially in the areas of nature and science, and to promote and provide for scenic enjoyment, gathering and special community events and activities for the public or various segments of the public, including in connection with and incidental to the foregoing the right to construct physical facilities, buildings and improvements and related roads and parking lots: provided, however, that the foregoing shall not allow for the construction or building of a facility or building that is or would generally be considered a school house or school building, whether for a public or private school, for the conducting and carrying on of a regular or typical, full time school program, such as an elementary school, as opposed to a science center or other type of educational facility that is used by many different schools or educational bodies incidental or supplemental to their full school or educational programs based or located elsewhere, and not as their primary residence; and/or

CONFIDENTIAL INFORMATION

00482782 Bk01060 Pg00764-00771
7-88
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1997 JUL 17 08:41 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

WHEN RECORDED PLEASE RETURN TO:

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

Fee Exempt per Utah Code
Annotated 1953 21-7-2

00482782 Bk01060 Pg00764-00771
7-88
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1997 JUL 17 08:41 AM FEE \$1.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

SPECIAL WARRANTY DEED
(Containing a Possibility of Reverter)

Florence J. Gillmor, a single woman, Grantor, of Salt Lake City, Salt Lake County, State of Utah, hereby conveys and warrants, against all claiming by, through or under her, to Park City Municipal Corporation, of P.O. Box 1480, 445 Marsac Avenue, Park City, Utah 84060-1480, Grantee, the following described tract of land (herein referred to as "Parcel A") located in Summit County, State of Utah, awarded to Grantor in that certain Judgment and Decree of Partition in Civil No. 223998, in the Third District Court of the Third Judicial District in and for Salt Lake County, dated February 14, 1981, and recorded with Entry No. 3837774, in Book 5487, beginning on page 125 and continuing through 166 in the office of the Salt Lake County Recorder:

That certain tract of land more particularly described in Exhibit "A" attached hereto and incorporated by this reference;

EXCEPTING THEREFROM all water, water rights or water stock, if any, relating to Parcel A;

SUBJECT TO AND TOGETHER WITH all easements, restrictions, rights of way and other matters of record or enforceable at law;

TO HAVE AND TO HOLD the above-described Parcel A herein granted unto Grantee, its successors and assigns, for as long as Parcel A and Parcel B (as hereinafter defined) are both used for one or more of the following uses (all of which uses shall be referred to herein as the "Acceptable Uses"):

Recreation. To provide for limited recreational uses for the public, such as walking, biking, cross country skiing, horseback riding and other such activities as are consistent with the preservation and protection in perpetuity of the natural open space and conservation values (collectively the "Natural Values") of Parcel A; provided however, no portion of Parcel A shall be used for: (i) golfing; (ii) hunting, trapping, fishing or other taking of animal life, except in accordance with generally accepted conservation practices to control disease or conduct herd management; (iii) igniting or maintaining open fires; or (iv) camping, lodging, housing or other overnight use or occupation (except

that overnight camping in tents or open-air, but not in motor homes or other structures or vehicles, shall be allowed); and/or

Agriculture. To continue the existing agricultural uses in accordance with sound, generally accepted agricultural practices; and/or

Public Access. To design, develop, construct, maintain, renovate, expand or replace rights-of-way, easements, and pathways for walking, biking, cross-country skiing and horseback riding on, across or through Parcel A; provided however, except for parking (i) incidental to the acceptable uses described in this deed, or (ii) in connection with the 2002 Winter Olympics, no portion of Parcel A shall be used as a parking area or by automobiles, trucks, vans, all-terrain vehicles, snowmobiles, motorcycles or other motor vehicles and motorized transportation equipment, except (a) as necessary to control, prevent or mitigate hazards, fire or significant injury to Parcel A, (b) as incidental to acceptable uses described herein, including without limitation maintenance required of the acceptable uses described herein, or (c) as expressly allowed elsewhere in this deed. Any violation of the foregoing use restrictions that is a result of the unauthorized use of Parcel A by third parties shall not be grounds for alleging a breach by Grantee of the provisions of this deed, provided Grantee makes reasonable efforts to prevent and prohibit any such unauthorized use; and/or

Education. To promote and provide education to the public, and various educational groups or other segments of the public, especially in the areas of nature and science, and to promote and provide for scenic enjoyment, gathering and special community events and activities for the public or various segments of the public, including in connection with and incidental to the foregoing the right to construct physical facilities, buildings and improvements and related roads and parking lots; provided, however, that the foregoing shall not allow for the construction or building of a facility or building that is or would generally be considered a school house or school building, whether for a public or private school, for the conducting and carrying on of a regular or typical, full time school program, such as an elementary school, as opposed to a science center or other type of educational facility that is used by many different schools or educational bodies incidental or supplemental to their full school or educational programs based or located elsewhere, and not as their primary residence; and/or

Resource Protection. To preserve and protect in perpetuity the Natural Values of Parcel A, including without limitation the re-vegetation and restoration of Parcel A with the planting and cultivating of plants and trees native or otherwise suited to the property; and/or

Limited Additional Recreational Uses. To construct, develop, operate and maintain activities and facilities open or available to the public, or segments

thereof, that would generally be considered recreational or athletic, including by way of illustration and not limitation, ice skating rinks and sheets, swimming pools, baseball, softball, football and soccer fields, parks, playgrounds, and similar uses (but not including amusement parks, carnivals and similar recreational activities involving significant development, machinery and mechanical devices), and buildings, structures, recreation centers, utilities, concession stands, incidental shops or stores carrying primarily articles related to such activities, parking lots, restroom facilities, and other improvements incidental to or required or typically found in connection with such recreational or athletic activities; provided, however, that all of the rights and uses granted in this section entitled "Limited Additional Recreational Uses" shall only pertain to and shall only be allowed on the following real property (which property is not a part of Parcel A):

- NW ¼ NW ¼ of Section 2, Township 2 South, Range 4 East
- NE ¼ NE ¼ of Section 3, Township 2 South, Range 4 East
- That portion of the NE ¼ NW ¼ of Section 2, Township 2 South, Range 4 East, lying west of State Highway 248; and/or

Caretaker Facility. To construct, develop and maintain on the Property one house, building or other facility, not to exceed 3,000 square feet in size, for use only as a caretaker and maintenance facility in which (i) a caretaker or caretakers may live for the purpose of providing maintenance, security and other services incidental to the protection, management, maintenance and preservation of the Property, and (ii) storage, maintenance and other upkeep functions related to the Property may be conducted or carried on.

Except as specifically and expressly allowed by the foregoing provisions, the following are specifically stated and declared to not be acceptable uses of or on Parcel A:

- a. the legal or de facto subdivision of Parcel A for any purpose; provided however, that (i) the lease of all or a portion of Parcel A for an Acceptable Use, or (ii) the transfer of all or a portion of Parcel A to any dependent entity of Grantee, shall not be deemed a violation of this paragraph a;
- b. the granting or conveying of easements or rights-of-way over, across or through Parcel A to adjacent parcels;
- c. any industrial or commercial use of or activity on Parcel A;
- d. the placement or construction of any residential or commercial buildings, structures, or other improvements other than those incidental to the acceptable uses described above;

- e. the dumping or other disposal of wastes, refuse, and debris;
- f. the placement of any signs or billboards on Parcel A, except that signs, whose placement, number, and design do not significantly diminish the open space character of Parcel A may be displayed to state the name and address of Parcel A, to give directions or other information in connection with walkways, bike paths or other paths or thoroughfares on Parcel A, to advertise a permitted on-site activity, and to post Parcel A to control unauthorized entry or use;
- g. the exploration for, or development, excavation, extraction or removal of, minerals, hydrocarbons, sand, gravel or rock, by any method;
- h. any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters; and
- i. the above-ground installation of new utility systems or the above-ground extensions of existing utility systems, including, without limitation, water, sewer, power, fuel, and communication lines and related facilities.

Pursuant to that certain Special Warranty Deed dated December __, 1996, Grantor conveyed to Grantee a parcel of land (herein "Parcel A") contiguous to Parcel B and referred to therein as Parcel A, which conveyance of Parcel A from Grantor to Grantee was made subject to the identical Acceptable Uses defined in this deed. (Parcel B and Parcel A are referred to herein collectively as the "Property.")

In the event the Property, or any portion thereof, shall cease being used for the Acceptable Uses, or any one or more of the same, for whatever reason or reasons whatsoever, including without limitation by reason of condemnation by Grantee or any dependent entity of Grantee, for a period of six months after Grantor gives written notice to Grantee of a "Final Determination of Nonacceptable Use," as hereinafter defined, then and in such event all of Parcel A shall automatically revert to Grantor, her successors and assigns; provided however, that neither a forbearance by Grantor to notify Grantee of a failure to use the Property for Acceptable Uses nor a failure by Grantor to give Grantee a notice of a Final Determination of Nonacceptable Use, shall be deemed or construed to be a waiver by Grantor of any of Grantor's rights under this deed. Grantor intends by the language previously set forth in this deed to create a fee simple determinable in Grantee, with Grantor retaining a possibility of reverter, so that fee simple title to Parcel A will be held and owned by Grantee, its successors and assigns, for as long as the Property, and each and every portion thereof, is used for the Acceptable Uses, or any one or more of the same, but in the event the Property or any portion or part thereof ceases being used for the Acceptable Uses, or any one or more of the same, for a period of six months after Grantor

gives Grantee notice of a Final Determination of Nonacceptable Use, it is intended by Grantor that all right, title and interest of Grantee, its successors and assigns, be automatically forfeited and that Parcel A immediately revert to and vest in Grantor, her successors and assigns, without any further action being required by Grantor, her successors and assigns. Further, it is intended by the preceding language that such automatic reverter will occur (after the required notice of a Final Determination of Nonacceptable Use) as to all of Parcel A if any portion or part of the Property is not used for one or more of the Acceptable Uses, regardless of the fact that the remaining portions of the Property are being used for Acceptable Uses.

A "Final Determination of Nonacceptable Use" shall be arrived at and determined in the following manner. At such time as Grantor, her successors and assigns, determines that any portion of the Property is not being used for an Acceptable Use, Grantor shall give notice of such event to Grantee ("Grantor's First Notice"). Within 60 days of actual receipt of Grantor's First Notice, Grantee shall give a written response ("Grantee's Response") to Grantor indicating either (a) that Grantee agrees with Grantor that an Acceptable Use is not occurring on a portion of the Property and that Grantee will cure such violation, or (b) that Grantee disagrees with Grantor's assertion that the use is not an Acceptable Use and the reasons why Grantee deems the use to be an Acceptable Use. In the event Grantee's Response acknowledges that a non-Acceptable Use is occurring, or in the event Grantee does not respond within 60 days of receipt of Grantor's First Notice, then for purposes of this deed a Final Determination of Nonacceptable Use shall be deemed to have been made on the date that is 60 days after receipt by Grantee of Grantor's First Notice. In the event Grantee gives Grantee's Response within the 60 day period allowed for such and asserts that the contested use is an Acceptable Use, then within 60 days after receipt of Grantee's Response Grantor shall either (y) accept the contested use as an Acceptable Use, or (z) give written notice to Grantee ("Grantor's Second Notice") that notwithstanding Grantee's assertion to the contrary, Grantor continues to consider the contested use as not being an Acceptable Use. Grantee shall, within 60 days after receipt of Grantor's Second Notice, either:

(i) respond to Grantor in writing that it agrees that the use is not an Acceptable Use and that it intends to remedy the same. If Grantee proceeds in this manner, or if Grantee fails to act within the 60 days allowed, then the date that is 60 days after receipt of Grantor's Second Notice shall be deemed to be the date on which a Final Determination of Nonacceptable Use has been made; or

(ii) commence litigation in the Third Judicial District Court for Summit County or other appropriate successor court seeking a judicial determination of whether or not an Acceptable Use under the terms of this deed is occurring on all of the Property. Grantee shall have the burden in any such litigation of proving that any contested use on the Property is an Acceptable Use. The date on which a final judgment is entered by the court, after all appeal rights have been exhausted, stating that a contested use is not an Acceptable Use, shall be the date of a Final Determination of Nonacceptable Use for purposes of this deed.

Grantee, as provided earlier in this deed, is taking ownership of Parcel A subject to all existing easements, restrictions, rights of way and other matters of record or enforceable at law. Grantor acknowledges and agrees that any use of the Property that is not an Authorized Use but which use arises from prescriptive or other rights existing or arising, or based on facts existing or arising, prior to the date of this deed, and not having their basis or origin in acts or authorizations of Grantee, its successors and assigns, occurring or arising after the date of this deed, shall not give rise to the right of reverter described in this deed notwithstanding the fact that the resulting use may be a use that is not an Authorized Use hereunder; provided that Grantee makes reasonable efforts to contest, stop and terminate any such asserted right that is not an Authorized Use if a reasonable legal basis exists for so contesting the asserted or claimed right.

Grantor or Grantor's agents may enter upon Parcel A at reasonable times in order to monitor and confirm Grantee's compliance with the covenants and restrictions in this deed, provided that Grantor shall not unreasonably interfere with Grantee's use of Parcel A, and the public's use and quiet enjoyment of Parcel A. Nothing in this deed shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in Parcel A, or for violation or breach of the covenants and restrictions in this deed resulting from acts of God, including without limitation but by way of example, fire, flood, storm and earth movement, or from any prudent action taken by Grantee under emergency conditions to prevent, abate or mitigate significant injury to Parcel A resulting from such acts of God.

All of the rights and interests in Parcel A reserved by Grantor in this deed, including without limitation the possibility of reverter, shall be freely assignable by Grantor and any such assignee shall, after any such assignment, have all of the rights and interests assigned as if such assignee were the original grantor hereunder.

00476121 Bk01937 Pg0033

00482782 Bk01060 Pg00769

WITNESS the hand of Grantor this 5th day of January, 1997.

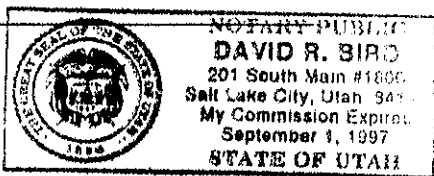
Florence J. Gillmor
FLORENCE J. GILLMOR

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 3rd day of January, 1997 by Florence J. Gillmor.

David R. Bird
Notary Public
Residing at: Sandy, Utah

My Commission Expires:



00476111 Bk01037 Pg00129

00482782 Bk01060 Pg00770 38

EXHIBIT "A"

Parcel A

Beginning at a point on the south line of section 28, T1S, R4E, SLB&M 1023.00 feet east of the southwest corner of said section 28, thence north 2083.86 feet, thence east 4257.00 feet more or less to the east line of said section 28, thence south along the section line 2083.86 feet more or less to the southeast corner of said section 28, thence west along the section line 4257.00 feet more or less to point of beginning. Also the north 265 feet of the northwest quarter of the southwest quarter, and the west half of the northwest quarter, and the west 980 feet of the northeast quarter of the northwest quarter, of section 34, T1S, R4E, SLB&M;

Contains 294 acres more or less.

00482782 BK01060 P600771

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Adopt Resolution 23-2019, a Resolution Acknowledging Val Chin and Shirley Smith for their Dedication and Many Contributions to the Park City Community
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Val Chin & Shirley Smith Staff Report and Resolution](#)

City Council Staff Report



Subject: Recognition of Val Chin and Shirley Smith's Contributions to the Park City Community
Author: Michelle Downard, Resident Advocate
Department: Executive Department
Date: November 21, 2019
Type of Item: Administrative

Summary Recommendation

Proclaim a resolution acknowledging Val Chin and Shirley Smith for their dedication and contribution to the Park City community for establishing a longstanding student exchange program to China.

Background

In 1991, while sitting next to each other on a plane, two Park City residents, Val Chin and Shirley Smith, discussed possibly establishing a student foreign exchange program to China. They knew it could make a lasting impact for many young lives. However, it was also a daunting undertaking. This would be the first exchange program of its kind with a very conservative Chinese culture.

At that time, Park City High School (PCHS) was involved in a successful Russian exchange program. Val's position on the school board provided her with a helpful understanding of that program and how to approach this new endeavor. Val and Shirley bravely entered negotiations with a branch of the Beijing Municipal Government and the Ministry of Education for China. It was then they realized that China had not been allowing children to travel outside of the country. Complex negotiations continued for 2 years until PCHS was paired with one of the top high schools in China, Beijing Number 4 High School. Val and Shirley successfully launched the first exchange in 1993.

Since 1993, 270 students (from China and Park City) have participated in the exchange in addition to teachers and administrators. The goal was to provide students from both countries the opportunity to visit each other and immerse themselves into their daily lives including school and sightseeing.

Chinese students not only attended PCHS, but also enjoyed hiking the arches in Moab, meeting the Jazz prior to watching a game, skiing and attending movies during the Sundance Film Festival. Li Xing Yang and Xai Tian, students from Beijing Number 4 High School commented "Everything is so big... the snow, the mountains, the houses!... This area is so beautiful and amazing."

Park City students visited the Summer Palace, The Great Wall of China, the Forbidden City and the terracotta warriors.

The exchange program has created lasting impacts on both schools. PCHS became the first Utah high school to offer Mandarin Chinese. Beijing Number 4 High School started offering elective classes after seeing the benefit of empowering students to pursue their interests.

Dave Knell, PCHS Mandarin Chinese Teacher, stated “Today, as one of China’s top high schools, Beijing Number 4 High is consistently receiving requests to partner with top high schools throughout the world. And, though the schools’ administration changes, its commitment to Park City High School remains unchanged. This is because of the relationships created and nurtured by Shirley Smith and Val Chin for over 26 years.”

This exchange program started with a simple conversation between two women on a plane ride with the ambition, skills and dedication to make a difference in the lives of others. Many of the exchange participants and administrators have formed lasting ongoing friendships. Numerous students have incorporated their second languages (English or Chinese) into their daily lives and career paths. The Park City community is fortunate and enriched by the contributions of Val Chin and Shirley Smith. City staff therefore recommends recognizing them today.

Department Review

The Legal and Executive Department have reviewed this report.

Attachments

A Val Chin and Shirley Smith Resolution

**RESOLUTION ACKNOWLEDGING VAL CHIN AND SHIRLEY SMITH FOR THEIR
DEDICATION AND MANY CONTRIBUTIONS TO THE PARK CITY COMMUNITY**

WHEREAS, Park City, Utah is a community which acknowledges the impact that individuals have through volunteerism, engagement and service; and

WHEREAS, Park City, Utah is a community which encourages its citizens to maximize their personal contribution to the community through the implementation of new ideas and providing opportunities to youth; and

WHEREAS, in 1993, Val Chin and Shirley Smith successfully launched a student exchange program which has allowed 270 students to travel between China and Park City to learn from each other and experience another culture; and

WHEREAS, Val Chin and Shirley Smith have established a program which can be managed and continued by Park City High School to make a lasting impact on countless students in the future; and

WHEREAS, Val Chi and Shirley Smith selflessly dedicated their time to the Park City community and students to allow them the opportunity for additional learning and worldly experiences; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby deems it appropriate to acknowledge Val Chin and Shirley Smith for their selfless dedication to establish a student exchange program and enriching the lives of so many students since 1993 making Park City a more enriched community.

PASSED AND ADOPTED this 21st day of November, 2019

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

APPROVED TO FORM:

Mark D. Harrington, City Attorney

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Caitlyn Barhorst

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Historic District Grant Program

Suggested Action:

Attachments:

[Historic District Grant Program Staff Report](#)

[Exhibit A: Duval Companies Study](#)

[Exhibit B: Draft Timeline](#)

[Exhibit C: Definitions](#)

[Exhibit D: RDA Maps](#)

[Exhibit E: Past Meetings List with Staff Reports and Minutes](#)

City Council

Staff Communications Report



Subject: Historic District Grant Program
Author: Caitlyn Barhorst, Historic Preservation Planner
Department: Planning Department
Date: November 21, 2019
Type of Item: Staff Communication

Summary Recommendation

Staff recommends that City Council review the proposed amendments to the Historic District Grant Program and hold a joint work session with the Historic Preservation Board (HPB) in January 2020 to provide direction to staff regarding recommended amendments.

Executive Summary

The City's Historic District Grant Program was revised in 2015 after changes to the Governmental Accounting Standards Board (GASB) no longer permitted the use of Capital Improvement Project (CIP) funds for properties the City does not own. The HPB and City Council aligned the program to reflect the new standards but after questions of larger preservation goals regarding eligible work, it has been in revisions since 2015 as staff, with direction from the Historic Preservation Board (HPB), considered amendments to the eligibility and administration. Duval Companies completed a study of the grant program in 2018 (**Exhibit A**). Various work sessions and staff communication reports have been reviewed by HPB and City Council since 2015 (see **Exhibit E** for links to past staff reports and minutes).

Historic Grant Annual Funding Sources

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

The funds from each fiscal year do not rollover to the following fiscal year.

Proposed Amendments

- Proposed Mission Statement. The previous program did not have a mission statement:
 - The Park City Historic District Grant Program is designed to financially incentivize the Preservation, Rehabilitation, and Restoration of the Historic Structures and Sites designated on the City's Historic Sites Inventory in order to create a holistic community that honors its past and encourages the City's continued goals of Historic Preservation.*
 - General Plan Goal 15: Preserve the integrity, mass, scale, compatibility, and historic fabric of the nationally and locally designated historic resources and districts for future generations.
- Two-Tier Program:
 - The previous program was a "first-come-first-serve" basis, with no separation of larger projects from smaller-scale projects.
 - Staff is proposing the following two categories (A. and B.)
 - Grants not to exceed \$5,000:
 - Emergency Funds (to be awarded as defined in the Land Management Code, see **Exhibit C**).

2. Competitive Repair Funds (to be awarded as defined in the Land Management Code, see **Exhibit C**).
 - B. Competitive Grant Funds exceeding \$5,000 (to be awarded as defined in the Land Management Code, see **Exhibit C**).
3. Application and Process:
 - A draft timeline of the proposed process has been created by staff (**Exhibit B**).
 - The application requires Historic District Design Review (HDDR) approval in the form of either a waiver letter or HPB approval, depending on the scope of work. See **Exhibit F** for the existing application, last revised January 28, 2015.
 - The awarded projects would be required to complete the work by June 1st of each fiscal year to account for finalizing the project (final inspection, certificate of occupancy, etc. dependent on the scope of work) and awarding the necessary reimbursement funds.
 - Each year, staff proposes the HPB decide a goal for competitive grant funds in February/March prior to the next grant cycle (example goals: historic accessory buildings, mine sites, wood windows, etc.).
4. List of Eligible and Ineligible work:
 - Staff will continue to work with HPB on updating the lists regarding both categories. The lists have largely remained the same, with some re-focus on smaller-scale preservation projects. See **Exhibit F** for the existing application.
5. Outreach:
 - Staff plans to develop a brochure to explain the program as well as a section to the Park City website with process tips and FAQ's for a more user-friendly, simple application process.

Discussion Points for 2020 Work Session

Staff has summarized the previous discussion points and recommendations made by the Historic Preservation Board. The five (5) identified points are proposed additions, updates, or edits from the previous program that staff is requesting feedback on.

1. **Potential of a program with applications due January 31, 2020 to award and disburse funds prior to the end of 2020 fiscal year.**
 - There has been expressed interest from the public in having grant funds awarded to projects that have already been completed while the program has been in revisions.
 - Staff finds potential of opening applications to 1.) projects that have been completed within the 2020 fiscal year and/or 2.) projects that could be completed prior to the end of the 2020 fiscal year.
 - The existing application would be used (**Exhibit F**) with priority given to applications that have already been filed with the Planning Department while the grant program was in revisions..
 - Future years would not allow for retroactive reimbursement of work already completed.
2. **Grant Disbursement Cap**
 - Staff recommends setting a cap to the largest available grant amount. The set cap would encourage smaller-scale projects to be awarded/ apply for a grant.

- Grants over \$25,000 require City Council Review while disbursement amounts under \$25,000 can be awarded by the HPB without City Council review. Staff will come back during the 2020 work session with a recommended cap amount.

3. Annual vs. Continual or Rolling Applications

- Staff recommends having one deadline per year to account for process of approvals, inspections, and money being awarded since the funds cannot rollover to the following fiscal year.
- Staff finds interest in keeping the emergency grant fund category as a rolling application which would mean a specific amount from each funding source would have to be allocated each year to only go towards Emergency Repair work.

4. Preservation Easement

- Staff recommends continuing the revisions updated in 2015 that required a Preservation Easement.
- HPB recommendations:
 - Category A: Funds of no more than \$5,000 would require a 5-year lien. Should the property be sold within 5 years, the applicant will be responsible for paying the City a prorated portion of the lien amount. The lien is required with regards to the use of public money for a private project.
 - Category B: HPB recommended disbursement amounts up to \$20,000 would require a 5-year lien and disbursements of \$20,000 or greater would trigger the requirement of a Preservation Easement.

5. Ownership/ Primary Residents

- Previous Grant program gave different percentage reimbursement based on ownership.
- HPB and staff recommend not giving any preference to primary residents, as the goal of the grant program should be continued preservation of the Historic resources of Park City.
- From the previous application guide: *Primary residents (either the homeowner or a full time renter) may be awarded up to fifty percent (50%) of total eligible construction costs, while homes which are used as a secondary-home or nightly rental may be awarded up to forty percent (40%) of total eligible construction costs. Commercial property owners are eligible for up to fifty percent (50%) total eligible construction costs.*

Department Review

This staff report has been reviewed by the Legal and Executive Departments.

Exhibits

Exhibit A: Duval Companies Study

Exhibit B: Draft Timeline

Exhibit C: Definitions

Exhibit D: Lower Park Avenue RDA and Main Street RDA Maps with Landmark and Significant Sites

Exhibit E: Past Meetings List with Staff Reports and Minutes

Exhibit F: [Existing Grant Application](#), last updated January 28, 2015

Historic Grant Study

Park City
Planning Department

2018



www.parkcity.org

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Set with Galaxie Polaris.

This report was prepared by Duval Development (www.duvalcompanies.com) under the direction of Kjersti Monson.

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Foreword from the Mayor

Park City's historic architecture contributes to our sense of place while paying tribute to our industrial mining history. We have the opportunity to embrace our past through our historic preservation efforts while encouraging new architecture that is both of its time and paying tribute to our historical roots. Since 1987, the Historic District Grant program has incentivized private investment in historic preservation through a matching grant program that invests public funds to offset the often restrictive costs of restoration projects. The success of the Historic District Grant program's early efforts contributed to Old Town's transformation from a dilapidated ghost town into the thriving downtown that exists today.

Historic preservation has not only revitalized our downtown but spurred the local economy. Property values within Park City's two (2) National Register Historic Districts—the 1979 Main Street National Register Historic District and the 1984 Mining Era Residences Thematic National Register District—are some of the highest statewide. Additionally, historic preservation efforts have led to Main Street emerging as the cultural heart of our community. Small-scale commercial buildings such as the Old County Sheriff's Office at 509 Main Street have served as incubator spaces for start-ups while rehabilitation projects such as that at High West Distillery, formerly the National Garage, at 703 Park Avenue are embraced by local businesses that provide vibrancy to our local entertainment district.

Historic preservation has also contributed to City Council's goals for sustainability. For decades, the historic preservation movement has recognized that existing buildings are inherently greener when compared to demolition and new construction, particularly when considering their embodied energy and the carbon impacts generated by new construction. The Historic District Grant program encourages property owners to maintain and restore existing historic materials, reducing the demand for new milled lumber and demolition waste.

The buildings and sites that contribute to our community's historic fabric promote economic vitality, socially equity, and a strong, resilient complete community. Much of the restoration work to bring back the vibrancy of these structures is credited to the Historic District Grant program. This study is key to helping us move forward with restructuring the grant program so that it may continue to incentivize and promote historic preservation efforts in our community.

Sincerely,



Jack Thomas
Mayor
January 2014 - January 2018



Andy Beerman
Mayor
January 2018 - Present

Preface

As early as the 1970s, Park City recognized the need to safeguard its industrial mining history through historic preservation. These early efforts were initiated by local residents utilizing private investment to rehabilitate their historic miner's shacks and commercial buildings; however, by 1987, the City had established the Historic District Grant program to further incentivize preserving historic buildings through a collaborative public-private partnership. The grant program played a significant role in promoting historic preservation while also spurring investment. Park City's commitment to historic preservation has continued to prosper, and today the City has some of the highest property values in the state.

Since its creation in 1987, Park City's Historic District Grant program has been modified to continue to serve the needs of the community. Initially developed as a matching grant program to offset the costs of exterior restorations, grant requests were reviewed on an annual basis and small expenditures provided seed money for small projects. As the grant program matured and costs of construction increased, the grant program was reviewed on a "first-come, first serve" basis with grant distributions increasing to cover the costs of whole-house renovations. As grant awards increased, staff and the Historic Preservation Board began to question the effectiveness of this public-private investment.

Changes to government accounting rules (GASB) in 2014 to the Historic District Grant program led to the Park City Planning Department engaging Kjersti Monson of Duval Development, LLC in 2017. Ms. Monson has provided a detailed history of the grant program in order to aid staff and decision makers in understanding the history of the program. On November 16, 2017, Ms. Monson engaged leadership in an in-depth, robust work session with City Council and the Historic Preservation Board (HPB) to identify current priorities, conditions, and trends. The outcome of that discussion, as well as her community engagement, has served as the basis for her recommendations in this report to restructure the program going forward.

This report is intended to aid staff in considering options and priorities as we continue to revise and adapt the grant program to changing demands. Originally, the Historic District Grant program served as a catalyst to incentivizing historic preservation by helping to offset the costs of expensive exterior restorations; however, as real estate prices have increased and the trend in renovations has shifted from small-scale to larger, more intensive projects, the goals and priorities of the grant program have changed. As we move forward with restructuring the Historic District Grant program, it will be imperative that we find a way to balance these changing demands while still encouraging and promoting historic preservation in throughout the community.

Sincerely,



Bruce Erickson, AICP
Planning Director



Doug Stephens
Historic Preservation Board Chair

Acknowledgments

City Council

Andy Beerman, Mayor (2018-present)

Jack Thomas, Mayor (2014-2017)

Becca Gerber

Tim Henney

Steve Joyce

Lynn Ware Peek

Nann Worel

Cindy Matsumoto, Councilperson (2010-2017); City Council liaison to HPB

Historic Preservation Board

Douglas Stephens, Chair

Jack Hodgkins

Randy Scott

Puggy Holmgren

Lola Beatlebrox

John Hutchings

Alex Weiner

David White, HPB Chair (2012- 2017)

Cheryl Hewett, HPB member (2014-2017)

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County Staff

IT Director Ron Boyer

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Jonathan DeGray

Allison Kuhlow

Michael LeClerc

Russell Long

Ruth Meintsma

Sandra Morrison

Introduction

Park City has benefited culturally and economically from the community's longstanding dedication to historic preservation. The initial success in 1979 of achieving national designation for the historic Main Street district, followed by the creation of a dedicated commission in the early 1980s (the Historic District Commission, which in 2003 was restructured as the Historic Preservation Board) focused on preservation matters, led to purposeful and strategic public investments in restoration, enhancement, and interpretation.

It was the Historic District Commission (HDC) that designed and implemented the Historic District Grant (HDG) program.

the goal of incentivizing private investment through an injection of public dollars.

The overwhelming private response to the grant program over many years has resulted in hundreds of properties improved through not only investment of dollars, but through cultivation of knowledge and a culture of preservation.

Applicant property owners entered into purposeful dialogue with the City and the HDC as they explored their options and achieved compliance with guiding preservation policies. Newspaper articles highlighted and interpreted significant renovation stories, and in so doing served to celebrate the town's history.

Historic preservation has contributed to Park City's vibrant Main Street.



The character and charm of historic Main Street has contributed to Park City's appeal as a destination for both tourism and events. Economic activity has risen as a result of the community's policies and investments in preservation.

Because funds for the HDG program originated with the Redevelopment Agency (RDA) – which remained the funder for much of the life of the grant, there was an underlying framework of economic development thinking in the program's formation and administration. It was a dollar-for-dollar matching grant program designed as a public-private initiative, and was fully intentioned about

The Park City Historical Society and Museum recognized achievements in historic preservation with certificates and plaques. As more properties were renovated and became contributing properties, the downtown that was once considered “blighted” became one of the most desirable places to live in the country: a place of great character and a viable second home option for many.

The overwhelming success of Park City's historic-building investments, to which the Historic District Grant program has been a core contributor, has led to a different set of challenges and issues for the community. Policymakers are now wrestling with how to maintain affordability in housing, and how to retain local primary residents in light of the area's desirability as a second home and short term rental option.

The Historic District Grant program has been a major player in the growth and success of Park City as

a tourist destination and a valued community. The program has had a long and illustrious life, with great success over many decades, and it has evolved over time. The grant program of today is not the same as the program that was launched in 1987. Levels of funding, types of grants, and eligible expenditures have all evolved numerous times over the course of the grant program's life, and the City has sensed that the program must evolve again to adapt to new community realities and to reflect current City goals.

The purpose of this study, commissioned and overseen by the Planning Department, has been to document the grant's history, understand and contextualize the grant through the lens of current priorities and conditions as well trends through time, and to make recommendations for how to shape the grant going forward so that it can continue to contribute to both the character and the values of Park City.

History

ABOUT THE PROGRAM

In 1977, the Park City Redevelopment Agency was created with multiple goals in mind, most notably the improvement of Main Street. In 1979, as part of a burgeoning preservation movement, the City succeeded in having Main Street designated as a National Register Historic District, and city leaders envisioned enhancements to downtown that would contribute to Park City becoming a recreational and touristic destination.

Under the same leadership who sought the National Register designation, additional historic residential and historic commercial zoning was put in place by the City over the next couple of years, and historic properties were identified. In 1981, the Historic District Commission was created by ordinance and given broad powers within the historic districts, including authority over the review and approval of building permits, demolition permits, and shaping preservation policy.

Although there was significant interest in preservation and renovation in these early years, demonstrated through formal actions of government in ordinance and policy, there were very limited resources to undertake renovation of historic properties. A headline on December 18, 1986 in the Park Record declared "Renovation is expensive, but it may be the only hope." The article laments historic properties in limbo – homes that are too run down to be rented or inhabited, yet too expensive to fix.

In their first few years, the Historic District Commission explored several ways to incentivize restoration of historic properties by owners, including a revolving loan program, a matching grant program, and a no-strings-attached grant program. In March 1987, the HDC conducted surveys to identify homeowner needs pertinent to historic renovation activities, and a month later they presented their finalized proposal for the preferred incentive program: a matching grant program for historic renovations.

The Historic District Grant program, approved that spring, was part of a proposed 3-year, \$2.5 million initiative of the RDA to improve downtown Park City, including park, street, historic property, and parking enhancements. It was initially conceived as a three-year program, but was so successful and popular that it became institutionalized. In the first year, 33 projects were funded. In the second, 40, and in the third, 47. It was designed to be simple, with a one page application once a year, and the results were immediate and dramatic, leveraging an incredible private response of over 100 projects completed in the first 5 years (by 1991) with approximately half a million public dollars invested.

This pace heated up, with 224 projects reported complete just three years later, in 1994. Over the next two decades, hundreds of projects would be completed, and more than \$2 million would be invested, transforming Park City into a quaint destination with a strong sense of place and touristic appeal.

CHANGES & ADAPTATION

The goals and criteria for the program changed over time. From 1987 to 1991, the grant was for exteriors only – intended to fund “physical improvements to the outside of the building so all residents would benefit.” In 1992, foundation and stabilization work became eligible. Wiring heating and plumbing became eligible expenditure in 1995. By 1997, critical structural and foundation work became the major focus and priority of the grant.

Funding levels and the number of grants also changed over time. The initial \$5,000 residential maximum and \$10,000 commercial maximum became \$10,000/\$15,000 respectively in 1998, and during that same year a \$50,000 grant was offered for the first time. Grant maximums by type were eventually phased out and replaced by a common pool of allocated funds distributed to eligible and approved projects on a first come first served basis. This was one of the changes implemented under new grant governance put in place in 2003.

Changing Authorities & Governance

In July 2003, a sweeping set of actions disbanded the Historic District Commission and replaced it with the Historic Preservation Board, which was given more limited authority. During this time, the City also streamlined and restructured other parts of government leading to the departure or dismissal of three department directors: community development, administrative services, and leisure services.

The HDC had become the subject of ire by many who claimed that the

Commissioners held too much power to make subjective decisions, and that their authority was unchecked. Initial indications by elected officials that the Commission would be eliminated were not well received, however, and a restructuring by ordinance was pursued instead. In the restructuring, a new body was formed with diminished authority. City staff would now take on the authority to review and approve permit applications – a power previously held by the HDC. Demolition permit decisions in historic districts were shifted to an independent hearing board. The newly formed Historic Preservation Board would retain the authority to shape city policy on preservation, and would continue to oversee the grant program.

One of the first changes made to the Historic District Grant program was to end the annual application and award cycle and replace it with year-round applications and awards, a change which remains a popular characteristic of the program today. Although the change was a welcome one for homeowners, it had the potentially unintended consequence of reducing opportunities for annual press coverage of the program.

In past years, reporters covered announcements of the upcoming deadline, informational meetings were organized in the weeks leading up to the deadline, metrics from the previous grant cycle were published (including fun facts like which street had received the most investment that year), and human interest stories were featured about very significant properties or projects renovated that year. The annual cycle also inspired events and awards, for instance the Historical Society honoring the best projects with certificates and plaques at an annual event.

Adapting to New Rules

In 2014, changes to government accounting rules (GASB) resulted in a finding that the City could no longer fund capital improvement projects with Capital Improvement Project (CIP) funds for projects or assets the City does not own. Historic District Grants constituted capital improvement projects of this type.

The Historic District Grant program was originally housed in the CIP and funded with the Main Street and Lower Park Avenue (LoPA) RDA funds as directed by Council and included in the RDA resolutions. The funding questions raised in 2014 spurred broader questions about administering the program including a review of the application process and eligibility criteria, which reflected an interest in aligning the program more closely with other City priorities and objectives.

In 2012, City Council adopted the Park City 2030 Long Range Strategic Plan, and defined a set of priorities that reflected a significant policy focus on housing, transportation, and energy. The top priority identified was affordability. Staff and elected officials observed that Park City was becoming an expensive place to live, and, in particular, the historic districts were becoming popular second home communities where locals and primary residents were at risk of being priced out.

In a conversation with Planning Director Bruce Erickson, it was evident that this trend was perceived as not only a housing challenge, but a vibrancy challenge. In addition to promoting an equitable and complete community, Erickson is focused on keeping a local influence on and around Main Street and elsewhere,

noting that chains and franchises diminish the value of Park City as a place with a unique local flavor that tourists and residents both value.

To keep local influence vibrant, it's important to make it possible for primary residents, who comprise local business owners and the workforce that supports them, to remain in Park City, owning and operating authentic local establishments and not being driven out by rising costs of housing. For many reasons, affordable housing is a major initiative of the City and a value that policymakers and staff seek to embed in public dollars expended.

The HPB was asked to review recommended changes to the program, and to provide direction regarding the application process and policy for administration of the program.

At that time, the HPB approved the following changes, which began to reflect consideration of primary versus secondary homeowners and their eligibility to receive Historic District Grants:

- Houses lived in by primary residents (those houses in which the homeowner or a renter lives in full time) can be awarded up to 50% of

Locally owned and operated businesses contribute to the vibrancy and authenticity of Main Street. It's important to support primary residents in Park City.



Main Street is home to many unique local businesses and establishments. A sense of authenticity and local flavor is generated as a result of local influence and investment.

Recommended Changes Approved

Issues directly and tangentially pertinent to an update of the Historic District Grant program were fleshed out by staff with leadership at a Council working session on October 9, 2014. In a staff report to City Council, a recommendation was made for Council to review and adopt a new policy for the administration of the Historic District Grant program. Staff brought the matter to the Historic Preservation Board on November 5, 2014.

their eligible costs, while homes which are to be used as secondary homes or nightly rentals (i.e. not lived in by the primary residents) can be awarded up to 40% of eligible costs.

- Commercial properties continue to be eligible for up to 50% of construction costs regardless of ownership.
- An additional 10% may be awarded to those property owners committed to renovating a significant structure to elevate its status to *landmark*.

Staff sought and received a positive recommendation from the HPB to City Council on the proposed changes, and on December 4, 2014, staff recommended to City Council that they review recommended changes and adopt a policy for administration of the program.

In January 2015, staff submitted a report to City Council consistent with this recommendation, and Council supported staff recommendations. Throughout 2015-2016, staff considered ways to adjust the program in light of the funding question and adopted City priorities. On January 5, 2017, the following staff report was made to City Council:

"Since 1987, the Historic District Grant program has operated continuously with the support of City Council and the Historic Preservation Board (HPB). The Historic Preservation Grant program was originally housed in the Capital Improvement Project (CIP) and funded with the Main Street and Lower Park

Avenue (LoPA) RDA funds as directed by Council and included in the RDA resolutions.

With changes to the government accounting rules (GASB) in 2014, the City can no longer fund capital improvement projects with CIP funds for projects or assets the City does not own such as properties awarded grants through the Historic District Grant program. In 2015, staff revised the Historic District Grant program in order to reflect changes to the GASB.

Due to the concerns and feedback we received from the Historic Preservation Board (HPB) in early 2015-2016, staff has been analyzing ways in which to restructure the grant program."

The Planning Department engaged Duval to document the grant's history, understand and contextualize the grant through the lens of current priorities and conditions as well trends through time, and to make recommendations for how to shape

the grant going forward so that it can continue to contribute to both the character and the values of Park City. This report is the outcome of that engagement, and is intended to inform staff and policymakers as they consider options and make decisions about the grant program in its next iteration.

Analysis

An analysis of history and trends was necessary to inform the process of defining the next iteration of the Historic District Grant program. Considerations included Park City land value trends, a study of buying power of grant dollars over time based on costs of construction, ownership trends, economic impacts, and City values and priorities.

SOURCES & METHODS

For this study, decades of parcel data from multiple sources was utilized, including Summit County, the City of Park City, and the US Census. Additional non-parcel data sources include the ENR Construction Cost Index, City staff reports, adopted plans and policies, and news archives (Park City Record) spanning 1979-2004. Finally, direct engagement

preservation, and the grant's performance over time. A summary of findings follows.

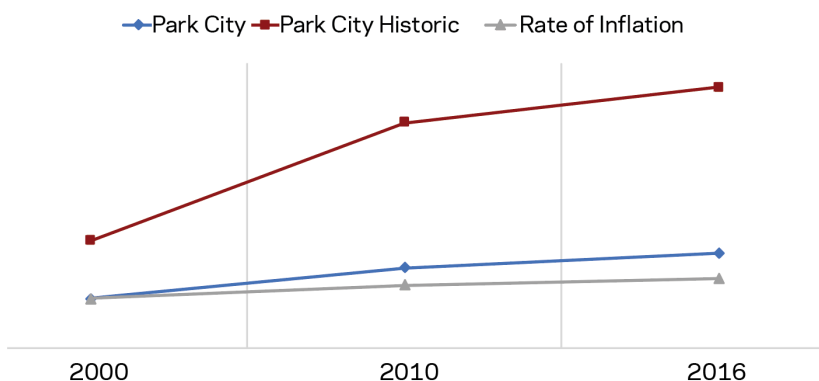
Based on sample data, Park City property values have risen more and at a faster rate in historic districts than in the city generally. 1990 data was too incomplete to analyze, but the trend of a widening gap is legible in an analysis of data from 2000-16..

The City completed a housing assessment and plan in 2012 aimed at addressing growing challenges of affordability, and these issues have been raised by both City staff and stakeholders as an important consideration in determining how to shape and administer the grant.

Park City's investments in historic preservation, as well as the success

Property values in Park City have risen faster than inflation, especially in historic districts.

LAND VALUE \$ / ACRE



A random sample of parcels was analyzed, showing the value of land per acre over a sixteen year period in Park City. Values in historic districts were greater and rose faster than the city-wide average.

was undertaken, including stakeholder interviews, a facilitated workshop with leadership and a technical advisory meeting with staff.

the city has seen as a ski and resort destination, have created lasting value and appeal, which brings both benefits and costs.

FINDINGS & OBSERVATIONS

Our analysis has considered property values, income, ownership trends, economic impact of historic

Because land value in Park City has outpaced the rate of inflation over decades, and land value in historic districts has risen at an even greater rate than Citywide, affordability and

3.0 Analysis

equity concerns have now become a focus of policymaker attention.

Wealthy Households a Large Share of Total

Park City's median household income in 2015 was \$105,102, which is almost twice the US median income of \$53,889. It also exceeds the median income in the state of Utah (\$60,727) and Summit County (\$91,773). The median household income in Park City grew from \$90,567 in 2000 to \$1,050,102 in 2015, outpacing inflation by over 15%, while the US median household income shrank over that same period from \$79,542 in 2000 to \$53,889 in 2015.

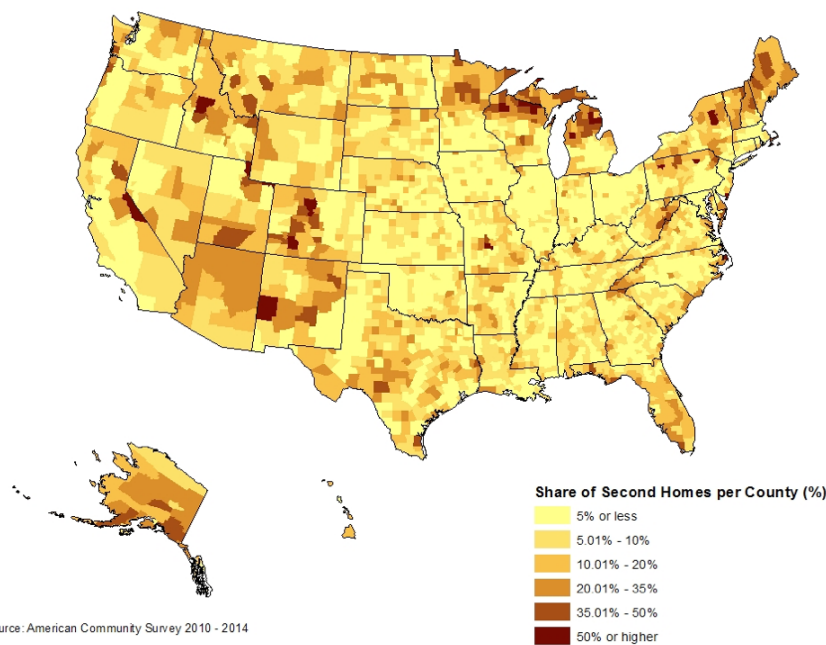
Households with income over \$200,000 per year comprise over 25% of households in Park City; by comparison, households earning over \$200,000 per year make up just over 5% of all households in the U.S.

Affordability of housing is a major concern of Park City leadership, who commissioned a housing study in 2010 and have since taken steps to make the issue a policy priority. Deeper consideration of this issue is beyond the purview of this report, but it is included as an observation due to the interest of some stakeholders in addressing affordability goals in the expenditure of public dollars, including grant dollars.

Secondary Homeownership is a Factor

The National Association of Home Builders (NAHB) estimated from American Community Survey data that in 2014, the share of second homes among the entire U.S. housing stock was 5.6% . For those areas with robust second home markets like Summit County, there are pros and cons to having a much higher rate of non-primary owners. In a 2011 analysis , the Summit County

Percent of Housing Stock Allocated to Second Homes



More than half of residences in Summit County are second homes.

With access to scenic beauty, skiing and recreation, Summit County has become a popular second home market.

Assessor found that more than half the homes in the County were in non-primary ownership. This places Summit County in company with other major second home markets, though still not breaking into the range of the top ten counties which range from 62% (Dukes County, Massachusetts) to nearly 80% (Hamilton County, NY) second homes.

According to the Assessor, the tax benefits garnered by the presence of second home owners are desirable, but are countered for some by a sense of diminishing community cohesion.

Two themes pertinent to second home ownership rates have been specifically identified through outreach and engagement. One is about maintaining housing affordability so that Park City remains a complete community with a strong sense of local identity. The other is about ensuring that the City retains its authenticity and unique character through the viability of locally owned and operated businesses. If the owners of these vibrant establishments can no longer afford to be a resident of Park City, they could be lost and replaced by establishments with less interest in reflecting local identity.

These issues are a consideration of the Historic District Grant program design inasmuch as the City and the Historic Preservation Board have directed that ownership type should inform levels of eligibility for grant support.

Historic Preservation has Economic Impact

PlaceEconomics, with the University of Pennsylvania, prepared a study for the Advisory Council on Historic



Authentic locally owned businesses are an important part of Park City's character and identity.

Preservation (AHCP) in 2011 (updated in 2013) called Measuring Economic Impacts of Historic Preservation. The study proposes a number of metrics for use in placing economic value on historic preservation, including:

- Jobs / Household Income
- Property Values
- History/Culture Tourism
- Environmental Measurements
- Downtown Revitalization

The study outlines the definition and purpose of such metrics, as well as potential methods of analysis. Detailed work on the subject of economic impact is beyond the scope of this study, and yet the economic impact of historic preservation has been a substantial part of Park City's story and is important to observe in this context.

Metrics are a Valuable Tool

Leadership may wish to pursue the development of metrics for Park City to guide future policy and to test several hypotheses that can be made based on a more casual analysis of the facts:

- Jobs have grown along with businesses, events, and resorts in Park City, and the City's investment in historic resources like Main Street has contributed to that.
- Property values have grown in part due to historic investments, with values in historic districts above the City average.
- Tourism has boomed in Park City; natural resources and character-building historic resources are both major contributors to Park City's appeal as a destination.
- Restoration of older properties contributes to sustainability with building efficiency and compact development benefits. Metrics for environmental/historic preservation outcomes could be developed.
- Downtown revitalization was the original purpose that drove the RDA and HDC to pursue public investments in both infrastructure and historic preservation in the 1980s. That trajectory has transformed historic Park City and created economic value.

Buying Power Outpaced the Cost of Construction

The average cost of construction nationally, according to the ENR Construction Cost Index (CCI), has risen by 2.37 times from the time of the grant’s launch in 1987 to the current day, meaning in short that it has become more expensive to build things. In 1987, the CCI was \$4,406 and by 2016 the CCI had risen to \$10,443.

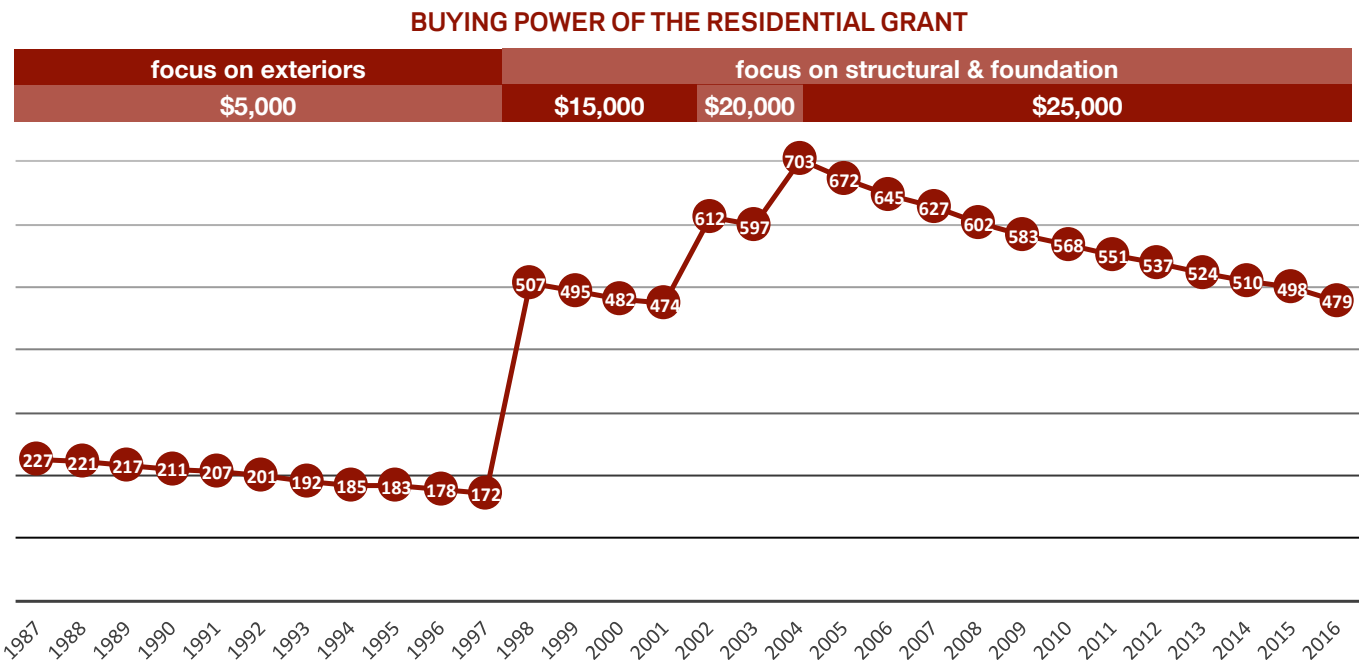
Many stakeholders who were interviewed during the engagement process identified *rising construction costs* as a reason for the diminished perceived relevance of the grant program. However, the rise in construction costs over time was matched and exceeded by a more significant rise in the buying power made possible by the rising value of grant awards over time.

An analysis was conducted of historical data for the grant program and the “buying power” it has provided. Grant awards were logged over time based on City data and newspaper records. The maximum allowable grant value for each year was recorded, and that was converted to “buying power” for that year using the ENR Construction Cost Index data for the same year.

It’s clear that each grant dollar can buy a certain amount of materials and labor in a given year. What was less clear prior to the analysis was whether the grant’s buying power had diminished over time due to construction costs.

The data demonstrates that the buying power of the maximum grant declined over the first decade, but then rose at a higher rate than construction costs due to grant

Rising construction costs were matched and exceeded by the rising value of grant awards.



“Buying power” is a unit of labor hours + materials that the maximum grant in a given year could buy based on the ENR Construction Cost Index for that year. The chart shows, for instance, that from 1987 to 1997, the buying power of a \$5,000 grant steadily decreased, but when the maximum award grew to \$15,000 in 1998, buying power was more than double what it was in the initial year of the grant.

Average grant size has risen slightly over time.

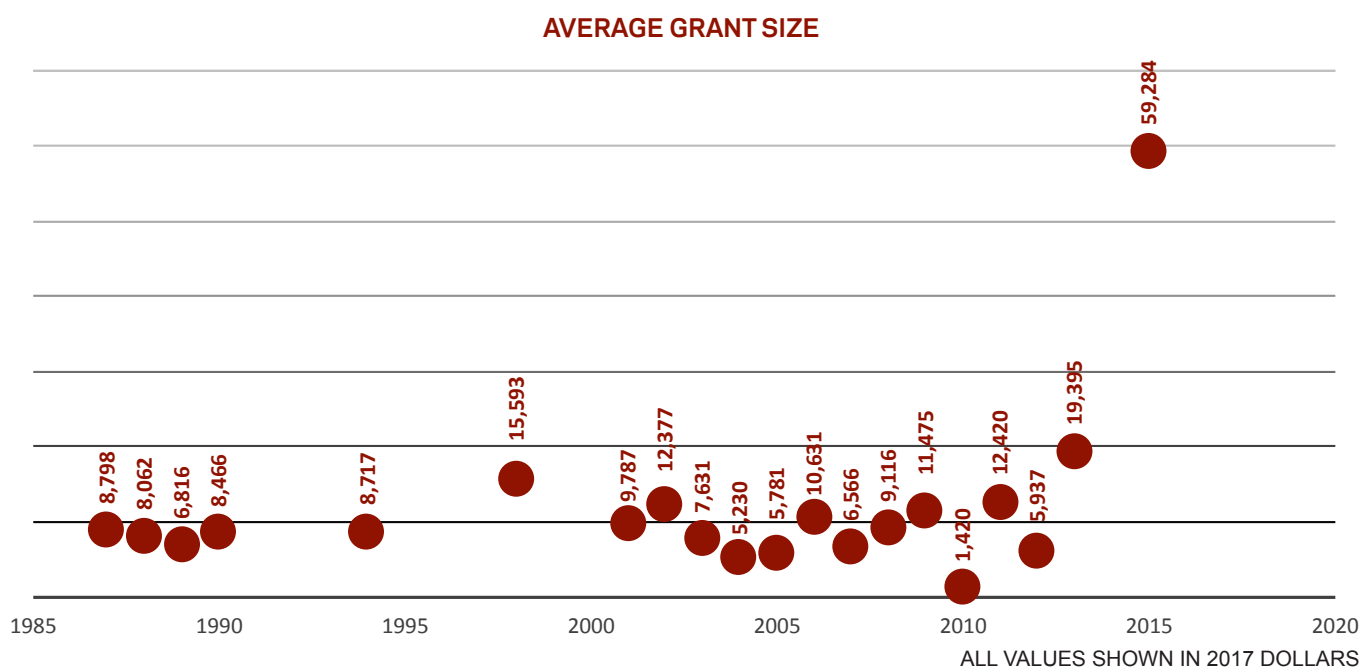
awards becoming larger over time. For approximately the first decade of the grant's life, residential awards were capped at \$5,000 and commercial at \$10,000. Both residential and commercial caps were raised to \$15,000 in 1988, then raised again in the early 2000s to \$20,000. The current maximum award that the HPB can approve is \$25,000, though larger awards can be given with approval of Council. The buying power generated by these "raises" over time have enabled residents to buy more labor hours and materials in the latter life of the grant than they could in the early years - even accounting for the rising cost of construction. These findings are inconsistent with the prevailing assumption that the grant had more buying power in its early years. It would be more accurate to say that there were a larger number of grants

awarded in the early years, and that the impact of the grant to numerous properties was more widely known and publicized.

Average Grant Value Rose Slightly Over Time

The average grant size is the total dollars awarded for a given year divided by the number of grants awarded, adjusted to 2017 dollars. For those years between 1987 and 2016 where data was available about both the *total annual grant dollars awarded* and the *total number of grants awarded*, an average grant size was discernible.

Because early years are characterized by large numbers of grants whereas later years have few total grants, there is more deviation from year to year in later years.



Average grant size was analyzed for all years where the total value of grant money awarded and the total number of grants awarded were both known. It is shown here with all values adjusted to 2017 dollars. There is more deviation in recent years due to far fewer grants being awarded, and there is a significant outlier in 2015 when a single large grant was awarded..

Number of Grants Dropped in 2003

In 2003, significant structural program changes to governance and administration occurred which may have, with other factors such as the 2002 Winter Olympics, dampened the number of applicants to the grant.

First, the governing body was restructured: the Historic District Commission was dissolved due to perceptions of overreaching authority, and replaced by the Historic Preservation Board. Second, the grant ceased to be administered as an annual competitive process and became a year-round application.

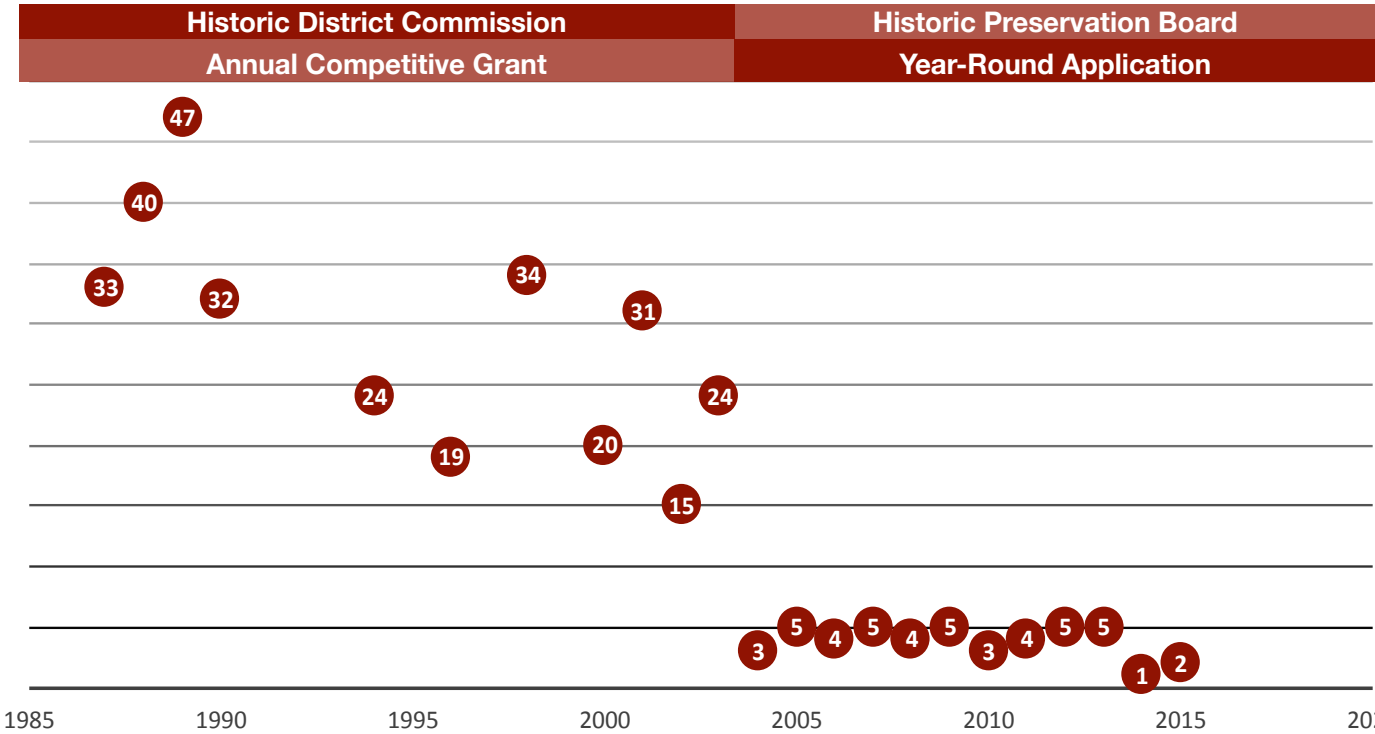
After 2003, it appears the grant became less visible to the community. The pre-2003 program had, by virtue of the nature of a competitive award, driven a community information and news cycle. Informational meetings would take place leading

up to the deadline; detailed human interest stories would take place about projects and results from the last year's awards; and the newspaper would publicize the list of winning properties along with some analysis such as which streets garnered the most investment. All of these touchpoints provided fertile ground for community dialogue and preservation awareness.

Historically, the grant has leveraged significant private investment in hundreds of properties within the historic districts, and through regular coverage in the newspaper, it has raised the public consciousness about the value of the community's history, resulting in a growing sense of common purpose and commitment to invest. The grant has raised the perceived appeal of historic districts and their desirability for additional private investments, including business, tourism, and programming investments.

The Historic District Commission administered an annual competitive grant program until 2003. Thereafter, the Historic Preservation Board and City of Park City have supported year-round applications.

TOTAL NUMBER OF GRANTS AWARDED ANNUALLY



The number of grants awarded annually dropped in 2003 and remained low. Also in 2003, which is also the year that two significant changes in grant administration occurred: the restructuring of the governing board and the shift from an annual competitive cycle to year-round applications.



Engagement

STAKEHOLDER ENGAGEMENT

Interviews with Program Users

Assessment of Grant Program Through User Experience Interviews

A selected group of users were contacted and interviewed about their direct experience with the program.

One of the most useful sources of information for any study is community engagement. For this study, valuable insights were drawn from stakeholder interview subjects, “goals workshop” participants, and technical advisors. A summary of engagement outcomes follows.

STAKEHOLDER INTERVIEWS

Eleven stakeholders were contacted for interviews about the Historic District Grant program, resulting in 7 interviews being conducted over two weeks in March 2017. Interview subjects represented differing expert or firsthand perspectives on the program, and included grant recipients, an architect, representatives of stakeholder organizations such as the Chamber of Commerce, the Park City Historical Society & Museum, and the oversight body, the Historic Preservation Board.

Interview Questions

Interviewees were asked the following seven questions:

1. What is your personal experience with the Historic District Grant program?
2. Do you and your peers have a generally held perspective on the Historic District Grant program? If you were to take the temperature of peers on preservation matters, and specifically grants to properties for restoration, what would the general feeling be? Is it your opinion that the general view of you and your peers is shared by most people?
3. Have you experienced a process with the Historic Preservation Board? What are your thoughts about the role of the HPB?
4. What do you think is necessary for the City to understand in crafting revisions to the Historic District Grant program? What's most important and successful about the program and its goals, and what may need another look?
5. What criteria do you think are most important to include in evaluating the eligibility of an applicant?
6. Are there any difficulties to be aware of? Are there any ways that you feel the program has been mis-used in the past?
7. Can you share a success story about the grant?

SUMMARY OF STAKEHOLDER OBSERVATIONS

In answering each of the questions posed, common themes were touched on among interviewees. Themes included an assessment of the program's value, comments on the process, and ways that the program could be improved. A summary of "interview takeaways" on these broad themes follows.

Perceived Value of the Historic District Grant Program

- The program is valued by those that have used it – however, most people don't really know very much about the program.
- On the commercial side, property owners are one step removed from the issue. Business owners have a stake in the character of Main Street, but they are renting – the property owners are one step removed.
- Preservation is a commonly held value, but issues like affordability and transportation are potentially more pressing topics today.

Success of the Historic District Grant Program

- It was very successful 20 years ago when it supported local people trying to invest in the community and build their own equity as residents. Created a sense of personal pride and investment.
- It is still useful, but due to rising construction costs, it's not as much of a carrot as it used to be.
- It is still useful, but due to rising home values and changing demographics (rising numbers of millionaire second home owners in Old Town), the grant is not serving the purpose it once did.
- It contributes to historic character, which is very important to people. Historic home tours and historic home dinners are very popular.
- Preservation contributes to sustained stable property values and economic value for tourism.
- One inadvertent negative outcome of the improved historic district is that locals get pushed out due to high property values and nightly rentals.

Ease and Value of Participating in the Program

- Homeowner interviewees who had participated directly in the program thought it was worth it, and stated that it was not an unreasonable process to go through for their project.
- It was observed that many property owners of historic properties would view the grant amount as inconsequential, and could take it or leave it.
- Many people either don't know about the program or don't bother to apply because of the sense that it will be a lot of work.
- Professionals who had some history with the program cautioned about avoiding leaving room for subjective decision-making by governing entities.
- It is perceived as a benefit to homeowners that grants are awarded as reimbursement at the end of the process, since there are often unanticipated costs along the way.

SUMMARY OF STAKEHOLDER RECOMMENDED IMPROVEMENTS

Interviewees provided detailed recommendations about program goals, grant award amount, criteria/eligibility, and administration. Their detailed comments follow.

Definition of Goals

- Restate the goals of the program in a way that's relevant to today. There is a perception that the people who own historic properties are well off and don't need grant assistance.
- The original goal was to support Park City residents and to restore homes in need of work that otherwise would not be restored. There is general agreement among interviewees that this dynamic has changed along with the demographics and property values in Old Town.
- Enhance and sustain Old Town in a way that contributes to the city's economy, increasing tourism and economic value.
- Ensure that Old Town retains its character by preserving historic structures, and offering interpretive opportunities.
- Focus the dollars on incentivizing higher levels of quality than are required by minimum compliance, for instance, incentivizing premium wood windows rather than standard, by making windows a grant eligible improvement.
- Using the defined goals, make a clear framework for decision-making by City staff, the HPB, and users.
- Clearly stated goals and criteria should be defined to manage homeowner expectations and avoid the perception of subjective decision-making.
- A point system should be developed.
- Staff and commissioners should be trained.

Size of Grant

- There is a common perception that the grants are small and inconsequential to historic property owners. There was consideration of making grant awards larger, reflecting today's real costs and home values.
- Typical grant amounts currently available will not get any project over the "but for" hurdle. Most people doing these projects today are not going to be swayed by a \$10,000 grant. One respondent suggested that \$40-\$50,000 would be a meaningful grant level.
- The grant is valued by homeowners doing smaller projects like roof work, or those doing the work themselves who are less impacted by rising costs of construction.
- It was suggested that a case could be made for increased public investment by measuring the amount of private investment that has been spurred by public dollars.
- There was consideration of making the grant "smarter" to be more of an incentive to achieving specific "above-minimum requirements outcomes."
- Doing things above minimum requirements costs more for homeowners, and having an incentive to do so would drive higher quality outcomes.

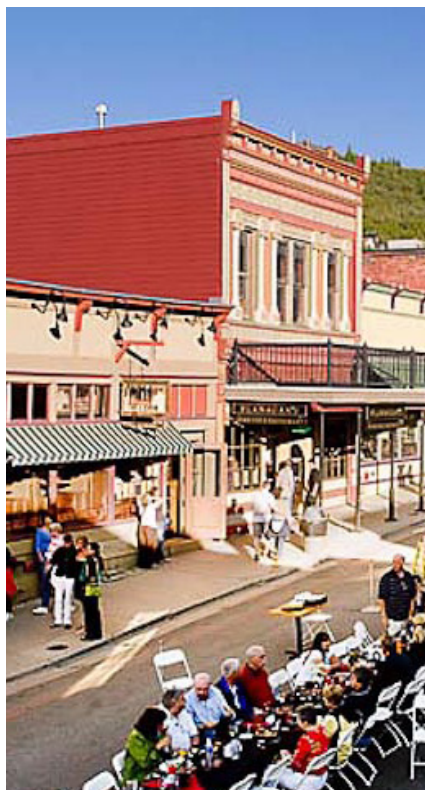
Criteria

- There is a general sense among interviewees that awarding grants to those who do not need public assistance to make their renovation feasible is not ideal, but there is little consensus about how to address the issue.
- Some interviewees felt that although there may be a perception issue, the grant is not a social program and the real goal is to save and improve historic stock – so who owns the property is a secondary issue that should not drive criteria.
- Other interviewees felt differently, and discussed the possibility of means testing as criteria for eligibility. Some observed that the grant is simply a non-issue in the calculus of a second home buyer who is planning a million-dollar renovation, so perhaps trying to “tune” the grant based on this factor isn’t going to be impactful.



Eligibility

- The City could identify homes that remain to be restored, assess the kind of work they need, and seek to understand why owners are choosing not to do the work. This may help to define criteria, and to design the grant to assist.
- Staff seek clear criteria for eligible types of work. Should the focus be on work that contributes to saving a building like foundation, structural, or roofing? Or the opposite: work that incentivizes above-minimum standard details, like windows and trim? Should tear-downs that are reconstructed be eligible?
- Should the grant privilege primary over secondary owners? Or focus on property restoration, with no preference for characteristics of ownership? It was observed that a lot of locals are moving out of Old Town, and that the community has changed in ways that the grant will not reverse.



Administration

- Interviewees encourage the City to make sure resources are available year-round.
- Include as much staff-level decision-making about eligibility and so on as possible to avoid uncertainty going in to the Historic Preservation Board process.
- Establish clear, specific language defining what decisions need to be made by the HPB (and conversely, what is not the purview of the HPB, including design), and establish an objective path to making decisions.
- Provide training to HPB members on their specific authorities, and on the Park City Historic District Guidelines that they are to apply to their decisions; also, ensure that there is common understanding by Board members of the fact that the National Park Service guidelines are different, more stringent, and not required.

Park City residents with direct experience of the grant program were interviewed and provided detailed feedback.

STAFF ENGAGEMENT

Technical Advisory Meetings

Issues Identification with Staff and Technical Experts

Two technical advisory meetings were held with staff, with one focused on funding and one focused on administration. Expert staff were engaged with detailed questions that emerged out of research and stakeholder engagement. Staff contributed their insights and observations about the grant program.

The following issues, which should inform the design of the next iteration of the Historic District Grant Program, were identified.

ISSUE 1: Funding Sources and Dynamics

The grant funding source has shifted from capital to operating dollars, so rollover is no longer an option. Budgets are on a one-year cycle, and unexpended funds cannot be retained for use in the next budget year. This presents a challenge because the time between the grant being awarded and the funds being dispersed is more than one year. The result is uncertainty and risk with regard to how many grants are outstanding at any given time, and when payments will come due.

Because the program allocation is a set amount, which does not change from year to year based on, for instance, projected distributions; and because no rollover is possible; and because funds are not pooled but split into three buckets tied to specific geographies; and because a single grant can be a fairly substantial chunk of allocated funds for an eligible area; it is hypothetically possible that all funds could be expended in one area very early in a given year, with other grants coming due and no resources to pay them. This uncertainty is currently being managed by staff, but additional steps could be considered to mitigate the risk. Factors to consider in administering the grant include:

- The grant funding source is operations, not capital
- There is no rollover
- The period between award and distribution is likely 2 years
- Grant sizes are growing
- The total program allocation is currently split between three buckets

It is additionally relevant to note that the Main Street RDA will expire in four years. Staff is aware of this and will work with policymakers on an extension. They are already anticipating what needs to be done to anticipate and manage grants that will be coming due during a period of potential uncertainty.

ISSUE 2: Alignment with City Goals

The mission and principles guiding the grant should be aligned with city goals and values. For instance: How could the grant encourage consideration of affordability? Could assistance with the cost of renovation help some owners to preserve naturally occurring affordable housing by mitigating the need for debt service on loans that could drive rents up?

Projects with the potential or intention to contribute to city goals through enhanced outcomes could be identified in the following ways:

- at Design Review;
- through a checklist on the application; and,
- with a scoring system that rewards required elements as well as including the opportunity to earn bonus points for “bid enhancement”

ISSUE 3: Competitive Grant Cycle

Staff and technical advisors endorsed the notion of a regular schedule of application deadlines throughout the year that would introduce merits and competition to the selection. Multiple deadlines per year would be necessary considering the fluidity of project starts.

A regular cycle of deadlines and decisions would have multiple benefits. (1) It would be easier for staff to administer; (2) it would lead to applications competing on the merits; (3) applicants in competition would be more incentivized to be responsive to City goals by identifying and delivering enhanced outcomes; (4) it would be newsworthy and therefore give the city an opportunity to communicate on a regular basis about program goals and successes. This kind of communication can build a sense of community through greater awareness of the town's historic places and assets.

ISSUE 4: Grant Administration

Staff expressed concern that current eligibility requirements may not provide sufficiently specific tools to ensure that grant dollars are not inadvertently subsidizing projects that don't need assistance or would happen anyway as a matter of course with existing regulations. Staff and policymakers want to ensure that funds are used wisely, in a targeted fashion, to implement City goals. This will require a more robust framework governing eligibility and requirements.

Options that were suggested to ensure successful administration of funds include the creation of specific criteria that lead to more targeted grants, potential means testing, scoring for enhancements, and even adopting the practice of promoting and implementing an "investment target" for each grant cycle.

Technical advisory meetings informed the study and recommendations. City staff identified issues and provided insight into grant funding and administration.



Park City staff provided technical, budgetary, and administrative insights.

LEADERSHIP ENGAGEMENT

Elected Officials & Historic Preservation Board

Mission, Values and Goals Workshop with Leadership

An engagement workshop was held with the Mayor, City Council, and Historic Preservation Board, which oversees the grant program. Leadership was engaged with questions intended to shape the mission and values for the future of the grant program.

On November 16, 2017, Park City planning staff and their consultant conducted an engagement workshop with the Historic Preservation Board and Mayor at the Council's regular meeting. After a presentation summarizing the grant's history, takeaways from stakeholder outreach, and draft recommendations for the next iteration of the grant program, the Board and Mayor participated in an interactive discussion focused on three topics: Mission and Values; Outcomes; and, Principles and Criteria for the grant. The meeting was noticed, and was open to the public, and the presentation and engagement exercise were recorded.

Participants' comments were noted by scribes on large notepads. Also, participants filled out and submitted worksheets, which were scanned and saved. The following fill-in-the-blank statements were the basis of discussion.

Engagement Statements

Participants discussed Mission, Values, Outcomes, and Principles/Criteria for the grant. They considered these fill-in-the-blank statements:

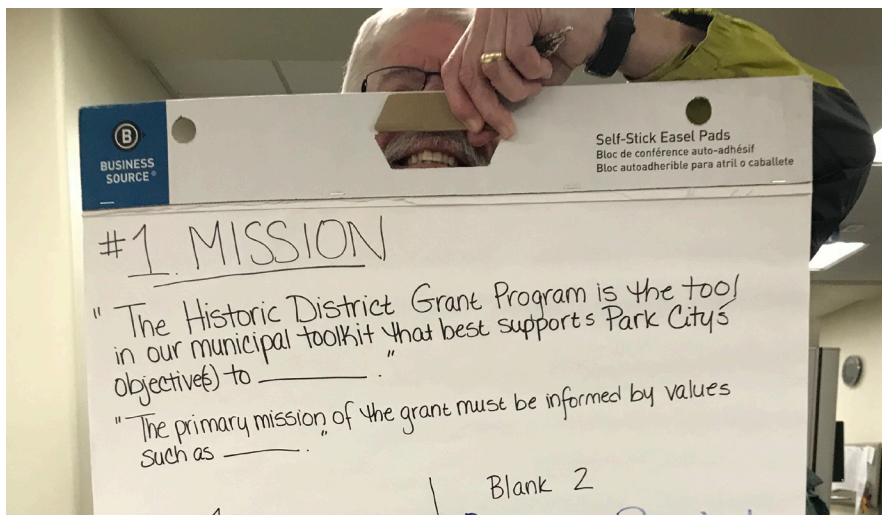
- "The Historic District Grant program is the tool in our municipal toolkit that best supports Park City's objective(s) to ____." (Mission & Values)
- "The primary mission of the grant must be informed by values such as ____." (Mission & Values)
- "The primary outcome of the grant should be ____." (Outcomes)
- "Pursuing enhanced outcomes for the Historic District Grant program does/does not make sense because ____." (Outcomes)
- "This grant could help Park City meet these additional goals: ____." (Outcomes)
- "Determinations for applicant eligibility should include consideration of ____." (Principles & Criteria)
- "The best way to make sure that we are targeting investment in areas consistent with our mission is to apply criteria such as ____." (Principles & Criteria)

Elected and Board leadership participated in an interactive working session focused on the mission, values, and desired outcomes for the grant program.



Engagement of leadership occurred in a regular Historic District Preservation meeting in Council Chambers. It was a noticed public meeting.

Workshop participants were given prompting statements to spur discussion about mission, values, and criteria for the next iteration of the grant program.



Park City Historic Preservation Board members and elected leadership participated in a facilitated discussion focused on mission, values, principles and criteria for the future of the grant program. Participants provided observations rooted in current policy focus areas and adopted City goals and objectives.

High Level Takeaways from Leadership Engagement

- The **mission** of the grant program should be to tell Park City's story, promote community knowledge and engagement, and make a meaningful difference.
- The **values** that should inform the next iteration of this grant program include our commitment to an affordable, complete community, responsible and impactful stewardship of public dollars, and an authentic sense of place.
- The most important **outcomes** of the grant are (1) to make the story of Park City visible and present, through all the town's periods of significance; and (2) to make a proactive and positive difference in the lives of our residents and businesses. Ideally, the grant should be applied to projects or outcomes that may not happen but for the investment.
- In addition to primary outcomes, the grant should seek to reward applications with the potential for achieving **enhanced outcomes**, including those that build community identity by contributing to a greater awareness of history; contribute to affordability and social equity; and support a quality Main Street.
- Applicant **criteria** should include a preference for full-time residents of Park City. The grant should also consider ways to target investment through project criteria supporting authentic mass, form and scale; and above minimum compliance in material selection and details.

Detailed Comments from Leadership Engagement: **MISSION >>****The grant should contribute to telling the story of Park City.**

- Preserve historic character, neighborhood character, and historic building stock.
- Save historic structures from neglect
- Tell the story of buildings, and the people who lived in them.
- Build knowledge in the community about the town and its history.

Promote community knowledge and engagement.

- Get the community involved and engaged through greater awareness.
- Don't just regulate. Encourage qualitative outcomes.
- Instead of focusing on regulation and minimum compliance, focus on encouraging better restoration.

Use public dollars responsibly. Make a difference.

- Define how and where the grant can make a difference.
- The City has changed since the grant was introduced in the 80s. This grant level is not a difference-maker to investor-owners. Residents for whom it is significant are fewer now.
- Where can this grant play a role in today's environment?
 - o Public buildings
 - o Distressed properties
 - o Roof repairs and smaller repairs
 - o Large remodels
 - o Historic Mine structures

Detailed Comments from Leadership Engagement: **VALUES >>****We want a complete community, with permanent residents, locally owned businesses, and affordability.**

- We want residents permanently living in these houses.
- Support local people; they are the ones who own and operate authentic local businesses.
- Support residents who want to preserve their family homes.
- Support residents who want to stay in town.

We want to target the grant dollars where they can make a difference.

- *Impact Investing:* The grant should make a difference in large project feasibility, even if it's just one project per year (impact investing rather than "spreading peanut butter"). Make sure we can respond to those big opportunities.
- *Incentivize Better Outcomes:* Inspire more authentic restoration by incentivizing recipients to exceed minimum standards for windows, corner boards, roof details, scale, and materials.

We want the physical environment of our community to tell our story, and to feel authentic.

- The grant should support telling our story, and should take an interest in mining structures, as well as family and community history.
- The grant should contribute to our community's authenticity.

In the discussion of outcomes, leadership focused on two key objectives:

(1) To make the story of Park City visible and present, through all the town's periods of significance.

(2) To make a proactive and positive difference in the lives of our residents and businesses.

Detailed Comments from Leadership Engagement: **OUTCOMES >>**

We want to make our community's story visible.

- Contribute to the story of Park City with restoration that reflects the town's unique story.
- Reveal the Mining legacy: We can tell a 150-year history, unlike many mountain resort towns. That's a differentiating feature.
- Tell the whole story; ensure we're revealing all of the periods of significance
- Enhance Main Street.

We want our investment to matter.

- Don't throw money at something that doesn't move the needle.
- We can make a difference on mining legacy.
- We can make a difference with targeted big investment.
- We can move the needle on details and quality exceeding minimum standards..

The grant should fully support our values.

- Outcomes should fully support the values identified through discussion and outlined above.

We want to take care of our community and be proactive.

- Owners of distressed homes should be made aware of the opportunity for assistance (homes needing new roofs, structural work, stairs, and so on). Social equity and residents in need should be a consideration.
- Commercial buildings and businesses that contribute to telling Park City's story should be proactively approached. Support businesses and properties (for instance on Main Street) through facade improvement grants to assist with visual narrative.

Build a sense of community by expanding historical awareness and recognizing good people doing good things.

- Create awareness of town, district, neighborhood, and street narrative and history.
- Recognize and acknowledge people doing great things. People take a lot of pride in their homes - make sure we're telling their stories (newspaper, awards and recognition) and celebrating the work they're doing to contribute to the town.

Contribute to affordability and equity, and be inclusive.

- Find ways for the grant to contribute to social equity.
- Ensure that the grant contributes to preservation being understood as an activity that is not just for the wealthy - it should be inclusive.

Leadership seeks to keep the grant true to its core mission of preservation, while making it responsive to new City goals and priorities.

"We need to tell Park City's story."

"We need to take care of our community."

"We shouldn't throw money at something that doesn't move the needle."



Unlike many destination communities, Park City has an engaging history that stretches back hundreds of years. The community's history as a silver mining town is an important part of the town's, and its residents, identity.

PHOTO COURTESY OF PARK CITY MUSEUM & HISTORICAL SOCIETY

Detailed Comments from Leadership Engagement: **PRINCIPLES & CRITERIA>>**

Applicant eligibility criteria should support our goals and values.

- Ownership type. Participants all agreed that preference should be given to full-time residents.
- There was discussion but not affirmation of applying means testing to ensure that grant dollars are awarded to applicants in need of assistance.

We should target our investment.

- Our public investment should contribute to the authenticity of mass, form, and scale.
- We should seek above minimum compliance in material selection, details and form.

We should use the grant for its core purpose.

- Consensus about supporting the core mission of restoration and preservation, and "telling Park City's story," was strong.
- There was not consensus about using the grant program to influence trends having little to do with preservation, such as nightly rentals.



Observations

Summary of Observations from Analysis and Engagement

A number of high level observations were derived from a review of the grant's history (as documented in news archives), trends discernible in an analysis of City and County data, and themes identified through outreach and engagement with staff and stakeholders.

1) The primary objective of the grant is the restoration of historic property.

The grant should focus first and foremost on what it was designed for: restoration of historic properties; but because there is a strong desire for all public dollars spent to contribute to adopted City Council Priorities and Goals, the application process could incorporate other values through the use of "bid enhancement goals.

- a) Preserve the stock
- b) Support permanent residents
- c) Support transient residents
- d) Consider other enhancement goals

2) The grant program is a public investment that should continue.

The grant is perceived as valuable by those who have participated in the program, and should continue to be made available. However:

3) Public awareness of the grant should be expanded.

There is very low awareness of the grant compared to what is evidenced in the early years; note that the grant became much less visible (both as a news item and in terms of the number of awards given) after the restructuring in 2003 when the HDC was disbanded. Strategies such as hosting public information sessions, soliciting news coverage to report on metrics or highlight subject properties and owners, and giving awards, could be re-introduced.

4) Year-round applications & awards are desirable.

The grant shifted from being a once-per-year application and award program to being open to applications year-round in 2003. Consensus is that it should continue to be available year-round.

5) The buying power of grant dollars has not diminished over time.

The buying power of the maximum residential award today exceeds the buying power of the maximum residential award in the first decade of the grant's life, calling into question the prevailing assumption that more funds are needed per grantee to make the grant relevant.

6) The grant can be designed to encourage better-than-minimum compliance outcomes.

The grant is not perceived to meet the "but for" test for most renovations today. It will not be a significant factor for homeowners in deciding whether a renovation happens or doesn't happen, but depending on the design of the program, it could influence the standards by which certain design and construction decisions in the renovation are made (such as choosing details and finishes that are higher quality than minimum standards require).



The community values its visual character, and seeks to tell a story about identity and history through preservation.

7) Applicants desire clarity on fundamentals.

There is a perceived need for more clarity during the process, especially on these matters:

- a)** Available Funding at Any Given Time
- b)** Detailed Criteria for Approval by the HPB

8) Training and education will enhance outcomes.

Education and training could enhance the success of the program and its outcomes; consider the following:

- a)** Train Historic Preservation Board members on the Board's authorities, and on the proper policy standards to apply in making decision to approve or not approve a project.
- b)** Train contractors and building professionals in policies and practices pertinent to historic preservation, and provide certification with regular renewals.
- c)** Educate the public about the value of historic properties, and contextualize historic properties in the story of the City.
- d)** Assuming the City introduces a preferred vendor or vendor training program, inform applicants about the City's trained vendor list.



Recommendations

The Historic District Grant program has contributed substantially to the character and vitality of Park City. With thoughtful refinement, it will continue to do so.

Much has changed since the origin of the grant program in the early 1980s, including residency and tourism dynamics, historic resource conditions, population growth, development, and economic conditions. These changes, along with resulting administrative and implementation challenges identified by staff and stakeholders, led to the review and reconsideration of the grant program. This study, and the recommendations herein, are the outcome of that review.

Policymakers, staff, stakeholders, and the Historic Preservation Board have contributed time, talent, and expertise to this assessment of the current program, and their input has shaped objectives for the future program. Qualitative research and quantitative data analysis laid a foundation of knowledge about existing conditions, and along with engagement outcomes, informed the resulting recommendations.

The recommendations that follow are presented as a roadmap for Park City staff and leadership to refine what has historically been a very successful grant program, and to bring it up to date in accordance with current conditions, values, and opportunities for impact.

1. Adopt a Historic District Grant program mission statement that reflects contemporary conditions, values, and opportunities for impact.

1.1. Adopt a mission statement and identify values to guide grant investments.

1.1.1. Draft a mission statement based on adopted City goals and objectives, and the values and engagement outcomes that emerged from this study.

1.2. Establish primary and enhanced target outcomes.

1.2.1. Define primary outcomes that the grant should measurably impact, including preservation of neighborhood character, preservation of historic stock, achieving higher than minimum standard outcomes, and telling Park City's story through the physical environment.

1.2.2. Define supplemental or enhanced outcomes that the grant could incentivize, such as affordability, public realm enhancement, resident retention, or assisting residents in need.

1.2.3. Review and revise the list of eligible improvements.

1.2.4. Ensure desired outcomes are consistent with eligible uses of funds.

1.3. Establish goals and topics for regular reporting.

1.3.1. Define reporting objectives based on the outcomes from Recommendations 1.1 and 1.2.

1.3.2. Establish metrics for tracking and reporting outcomes, and apply them to Recommendation 5.

1.3.3. Establish a regular annual cycle of reporting. Audiences for regular reporting include the Historic Preservation Board, Mayor and City Council, and the general public.

2. Create Historic District Grant program guidelines that enable grant administrators to responsibly steward impactful public investment.

2.1. Update grant eligibility requirements according to defined mission and target outcomes.

2.1.1. *Projects*. Review existing Project type eligibility, and refine according to the updated program mission and goals.

2.1.1.1. Ensure that grant dollars are not subsidizing outcomes that would happen anyway under existing regulations.

2.1.1.2. Define a target list of investment priorities where the grant can make a difference, and review it annually to keep it current. Consider public projects, historic mine structures, distressed properties, roof replacements, large remodels, and incentivizing above-minimum-standard outcomes (form, materials, details).

2.1.2. *Applicants*. Review existing Applicant eligibility requirements, and refine according to the updated program mission and goals.

2.1.2.1. Ensure that grant dollars are not subsidizing applicants who don't need public assistance.

2.1.2.2. Build in preferred status for permanent residents.

2.1.2.3. Build in preferred status for locally owned and operated commercial properties.

2.2. Make the grant competitive.

2.2.1. Create a cycle of multiple application deadlines per year.

2.2.2. Create a clear and transparent scoring system.

2.2.2.1. Define the program's "core requirements" and craft a scoring system based on it. Consider the program mission outlined in the

goals workshop with leadership, including the desire to preserve historic character, save historic structures from neglect, promote community knowledge and engagement, achieve better restoration outcomes, and invest public dollars in ways that make a difference (“move the needle”).

2.2.2.2. Define desired “enhanced outcomes” and craft a system of bonus points based on it. Consider the values that emerged out of the goals workshop with leadership, including the objectives for complete community, equity, and affordability.

2.3. Use administrative discretion to achieve the greatest program impact in each cycle.

2.3.1. Give grant administrators discretion to select a single large project or many smaller projects in a cycle, depending on their assessment of how the grant will be most impactful.

2.3.2. Give grant administrators discretion to accept applications of all types, or to define themes for each grant cycle according to perceived need or opportunity.

3. Create an application manual to make the process informative and easy for everyone.

3.1. The manual should include a program description and guidelines.

3.2. The manual should provide information about the application process, including an overview of grant awards available, application deadlines, a process map, criteria for decision-making, and required forms and submittals.

3.3. The manual should refer applicants to the City’s list of vendors who have completed the training program.

3.4. The manual should direct applicants to supplemental resources for those who wish to learn more about preservation, including links to guiding regulations, training and education opportunities, and Park City interpretive experiences.

3.5. The manual should provide information about program history and successes.

4. Define program funding sources and levels.

4.1. Work with City and Board leadership to right-size the grant commitment.

4.1.1. Review the current capacity of the grant in total and by source; and make a determination of whether to raise, reduce, or maintain the current level of funds in light of outcomes from Recommendation 1.1 and 1.2.

4.2. Mitigate constraints on funding sources.

4.2.1. Review the sustainability of funding sources (each RDA, General Fund) and take steps to ensure that needed capacity is maintained for out-year commitments.

4.2.2. Identify constraints resulting from the distribution of the total grant dollars by source, and consider how to mitigate for areas of need and opportunity that may be challenged as a result.

4.3. Ensure that there is clear and transparent definition of funding sources and constraints available to the public.

5. Build a database of grant supported projects for management and reporting purposes.

5.1. Create a database of projects to track them from the time a grant is awarded to the time the grant is paid out.

5.2. Apply metrics defined in Recommendation 1.3 into a program database, so that the performance and contribution of projects supported by the grant program can be measured.

5.3. Use the database to mitigate the management challenges inherent in the current disconnect between the fixed level of non-rollover funding sources (operations, not capital dollars) and the multi-year activities that the grant dollars fund, by incorporating projections over time.

5.3.1. Create a rolling 3- year schedule of projected grant payouts, including: project address, grant amount, estimated date of payout projected (year 0, 1, and 2), and project grant funding source (identify which pool dollars will come from).

5.3.2. Keep records of actuals for each project, including the amount and date of actual payout, and contribution to primary outcomes, consistent with Recommendation 1.2.1.

5.3.3. Record project contributions to enhanced outcomes, consistent with Recommendation 1.2.2.

5.4. Include data about the funding source for each project.

5.4.1. Identify the source and amount of funds committed to each project.

5.4.2. Use the database to project future years' available funds for each source based on grant commitments. For each application deadline, issue a report on the current (application) year plus the next two to three years. Because the grant is comprised of multiple pools of funding, each with unique constraints; and because grant commitments from a prior year

may come due and reduce available funds in a given area at a given time depending on how project timelines converge; there has been difficulty in defining “available funds” at any given time.

5.4.3. Ensure that staff consider projected available funds by pool when they define target outcomes for the upcoming grant cycle, in keeping with Recommendation 2.3.

6. Introduce and sustain training and education to enhance preservation outcomes.

6.1. Create and administer a training program on policies and practices in historic construction, through which contractors and building professionals can be granted “preferred vendor” status by the City; assume regular renewals.

6.2. Create a City “preferred vendor” list of historic contractors. Make this list available to applicants, and incentivize them to utilize the services of trained professionals.

6.3. Continue on-boarding training for Historic Preservation Board members on the Board’s authorities.

6.4. Create a publicly available brochure, the HPB Policy & Decision-Making Guide, outlining the Board’s authorities, criteria, and timeline for decision-making.

6.5. Provide, or coordinate, community education about the impacts of historic preservation (cultural, economic, & environmental), policies & standards, and criteria for decision-making. Topics could range from practical learning about regulatory frameworks to local history.

7. Establish a communications strategy to raise awareness, build community knowledge and engagement, and tell Park City’s story.

7.1. Establish a website with program information and resources.

7.1.1. Communicate program information (outcomes of Recommendation 1), and include downloadable program guidelines and application manual (outcomes of Recommendations 2 and 3)

7.1.2. Feature target themes and objectives for the upcoming funding round (as envisioned in Recommendation 2.3)

7.1.3. Feature program highlights: news coverage, photographs, resident or project spotlights (see Recommendation 7.3), goals and opportunities, and interest pieces about town history.

7.1.4. Provide links to supplemental resources including national standards, relevant Park City policies and zoning, community education

opportunities (Recommendation 6.5), preferred vendor information (Recommendation 6.1), and the HPB Policy & Decision-Making Guide (outcome of Recommendation 6.4).

7.1.5. If feasible, create a tool for people to simply type in their address and receive preliminary feedback about their property's eligibility and upcoming deadlines.

7.2. Create opportunities for news coverage.

7.2.1. Issue news releases about upcoming application deadlines and funding round themes, regular reporting, project successes, grant history, and so on.

7.2.2. Alert news and media about upcoming decisions that will be on the agenda for Board and Council meetings.

7.3. Recognize projects and people who have made significant contributions through use of the grant.

7.3.1. Coordinate with preservation organizations on awards or honors for outstanding contributions to historic preservation and interpretation.

7.3.2. Recognize projects that have achieved enhanced outcomes.

HISTORIC DISTRICT GRANT PROGRAM

- 2020 FISCAL YEAR
- 2021 FISCAL YEAR
- 2022 FISCAL YEAR
- 2023 FISCAL YEAR
- 2024 FISCAL YEAR
- 2025 FISCAL YEAR

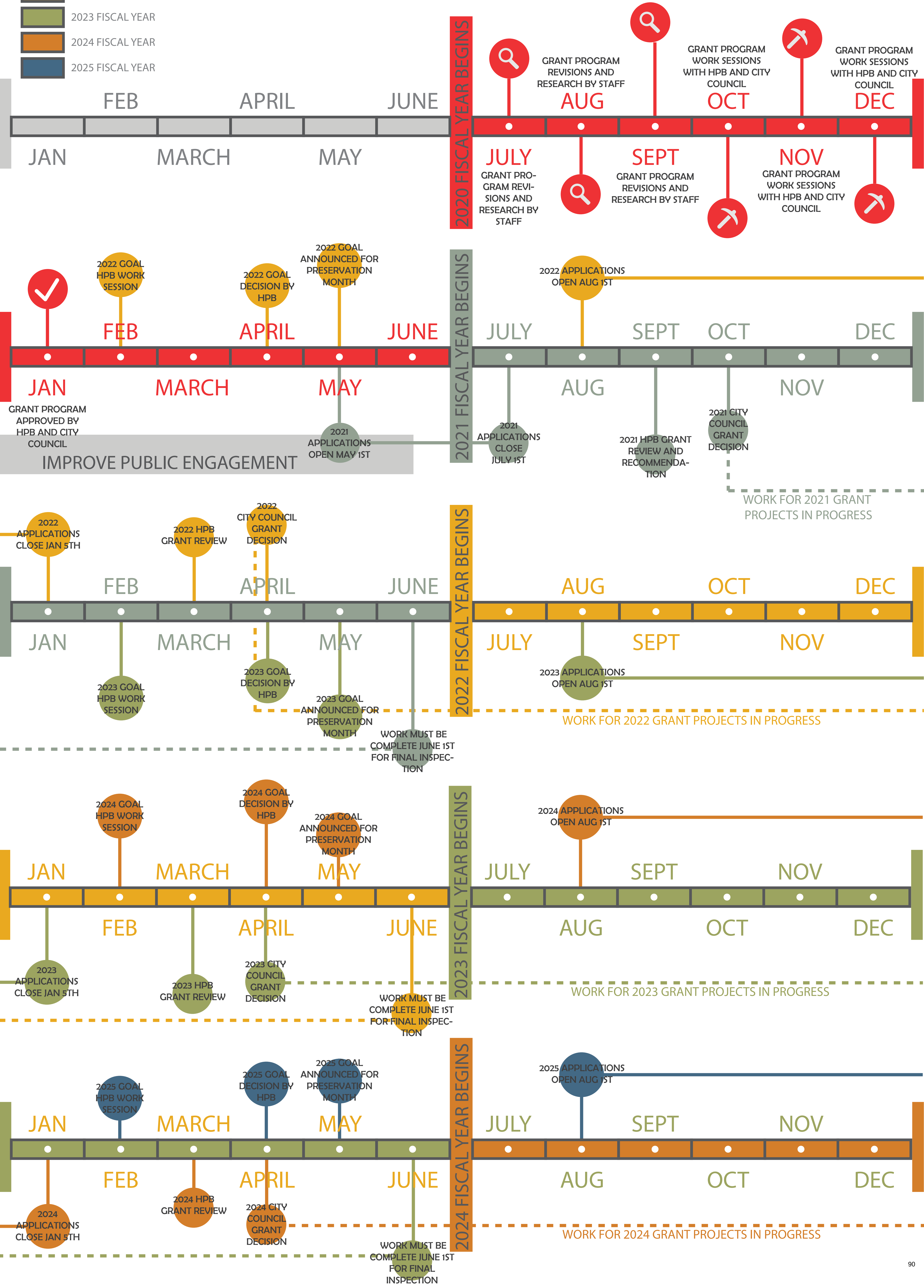


EXHIBIT C: DEFINITIONS

As defined by the Land Management Code

EMERGENCY REPAIR WORK. Work requiring prompt approval because of an imminent threat to the safety or welfare of the public or to the structure or site. The scope of the approval for emergency repair work shall only be to the extent related to stabilizing or repairing the emergency situation.

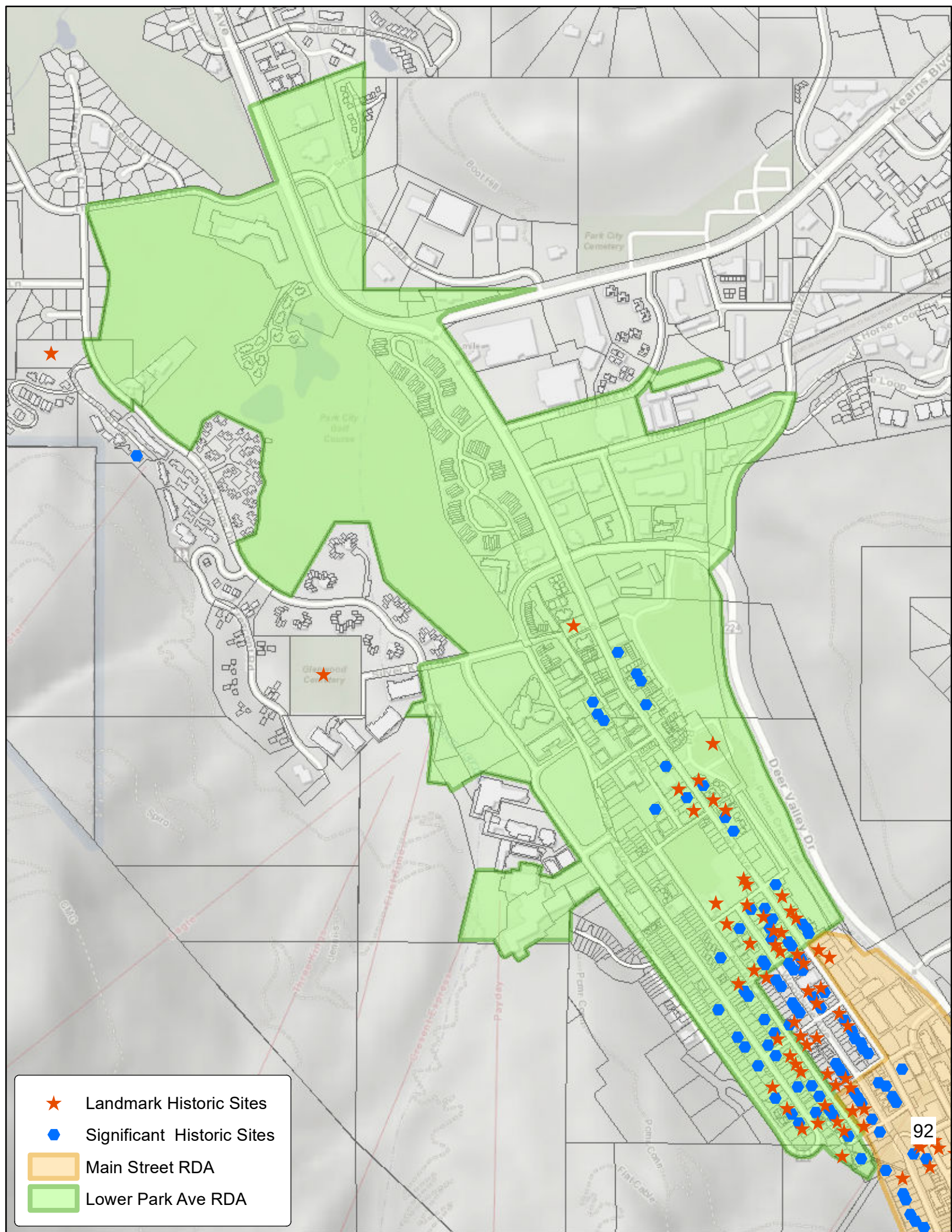
ORDINARY REPAIRS AND MAINTENANCE. Work done on a Building in order to correct any deterioration, decay, or damage to a Building or any part thereof in order to restore same as or nearly as practical to its condition prior to such deterioration, decay, or damage.

PRESERVATION. The act or process of applying measures necessary to sustain the existing form, integrity, and materials of a Historic Property. Work, including preliminary measures to protect and stabilize the Property, generally focuses upon ongoing maintenance and repair of Historic materials and features rather than extensive replacement and new construction.

PRESERVATION EASEMENT. An easement that includes, as minimum stipulations, a conveyance of design approval for exterior changes, and a program whereby the Owner commits to restore and maintain a Structure following the Secretary of Interior's Standards for rehabilitation, in a form approved by the City. A time frame for completion of the restoration program may be specified in the easement agreement.

REHABILITATION. The act or process of making possible a compatible Use for a Property through repair, alterations, and additions while preserving those portions or features which convey its Historical, cultural, or architectural values.

RESTORATION. The act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of removal of features from other periods in its history and Reconstruction of missing features from the restoration period.



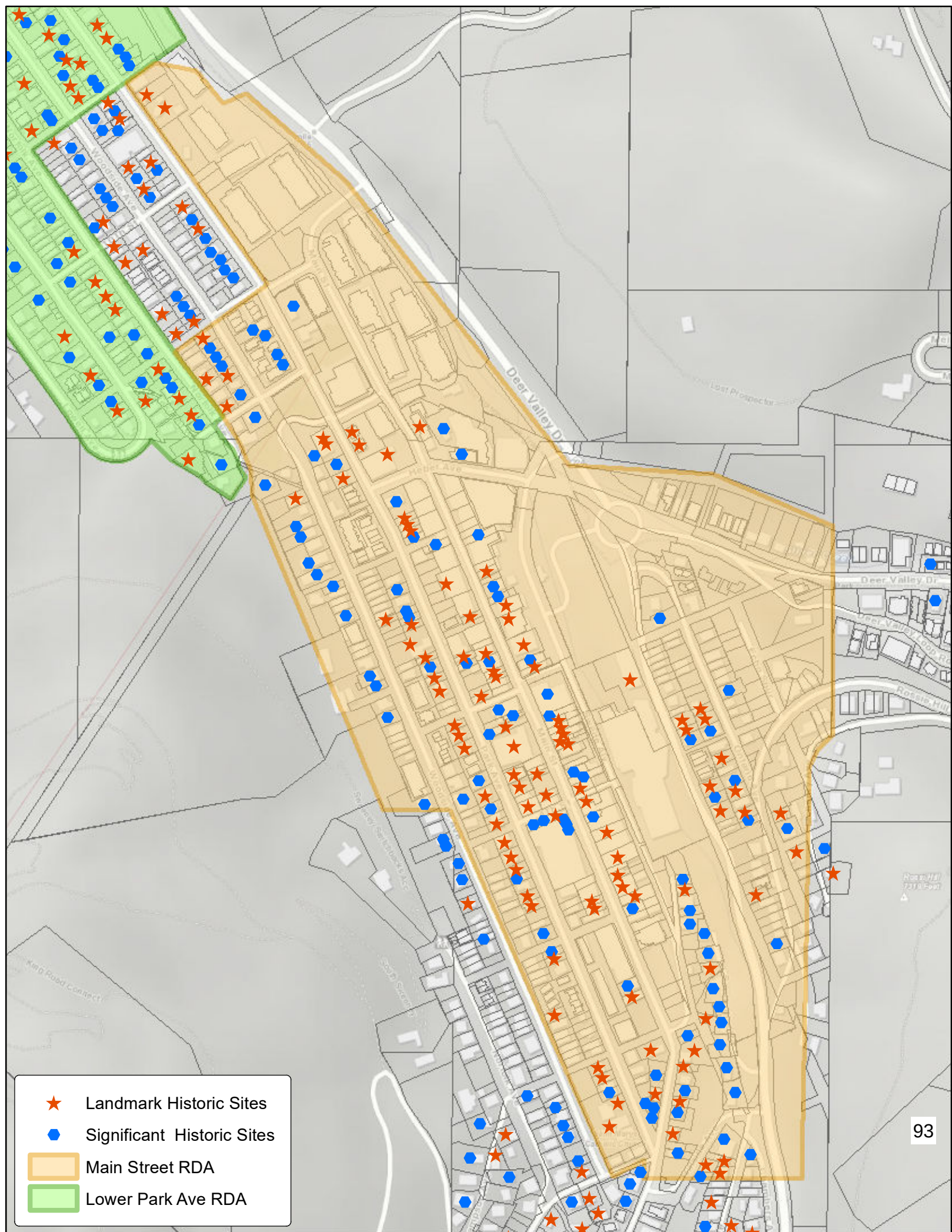


EXHIBIT H: PAST MEETINGS LIST WITH STAFF REPORTS AND MINUTES

Historic District Grant Program

Dates regarding the update in 2015 after the changes to government accounting rules (GASB) in 2014-15 no longer permitted the use of Capital Improvement Project (CIP) funds for properties the city does not own.

October 9, 2014	City Council Report (starting page 81) and Minutes (starting page 3)
December 4, 2014	City Council Report (starting page 25) and Minutes (starting page 10)
January 5, 2017	City Council Report (starting page 20) (staff communication)

Dates regarding the ongoing update to the grant program since it has been “on hold” since 2015:

April 5, 2017	HPB Report (starting page 273) and Minutes (starting page 31)
October 4, 2017	Staff Communication Report (page 21) and Minutes (page 2)
November 16, 2017	City Council + HPB work session [See Staff Report (starting page 16) + Minutes (starting page 2)] (study being worked on and finalized)
August 1, 2018	HPB Work Session Staff Report (starting page 185) and Minutes (starting page 14)
December 5, 2018	Work Session Staff Report (starting page 26) and Minutes (starting page 2)
January 16, 2019	HPB Work Session Staff Report (starting page) and Minutes (starting page 13)

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Caitlyn Barhorst

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Historic Preservation Quarterly Update

Suggested Action:

Attachments:

[Historic Preservation Quarterly Update Staff Report](#)



City Council Staff Communications Report

Subject: Quarterly Update on Historic Preservation
Author: Caitlyn Barhorst, Historic Preservation Planner
Department: Planning Department
Date: November 21, 2019
Type of Item: Staff Communication

Since the 1970s, Park City has committed to preserving our local history, vernacular architecture, and unique character through various historic preservation efforts. The purpose of this report is to serve as an update to City Council on the past, ongoing, and future projects of Historic Preservation.

Each of the last several General Plans and vision documents recognize historic preservation as central to retaining the authenticity of a thriving “real” community, and historic Main Street is consistently acknowledged as the heart and soul of the community. In conjunction with skiing and recreation, historic preservation remains central to the town’s signature identity.

The Historic Districts, especially Main Street, figure heavily in nearly all world-wide imagery and branding of Park City. Main Street and the surrounding commercial areas function as the social and dining core of the community and are central in nearly all large community events. The Historic residential districts function as a strong partner in framing our important cultural values and how we keep Park City Park City. Staff continues to work on measures of economic and cultural success for the districts, but development pressures requires constraint protection of the Historic Districts and remains a vital mission of the City.

Acronyms

HCB	<i>Historic Commercial Business</i>	PCMC	<i>Park City Municipal Corporation</i>
HPB	<i>Historic Preservation Board</i>	RLS	<i>Reconnaissance Level Survey</i>
HSI	<i>Historic Sites Inventory</i>		<i>(sometimes known as a</i>
ILS	<i>Intensive Level Survey</i>		<i>“windshield” survey)</i>
NRHP	<i>National Register of Historic Places</i>	SWCA	<i>SWCA Environmental Consulting</i>

Background

The purpose of this report is to update City Council on the ongoing and future Historic Preservation efforts of the city. For the history of Park City historic preservation efforts since the 1960s, see the [September 13, 2018 City Council Staff Communications Report](#). Staff has included efforts since the last Historic Preservation Quarterly Update below:

- 2019
- McPolin Barn tours start.
 - Updates to the Design Guidelines approved by City Council on May 16, 2019.
 - Updated illustrated Design Guidelines document estimated to be done 2020.
 - The Permitting Process Task Force is created to identify the areas of the process to work through and make more efficient.
 - Staff continues to work on the Historic District Grant Program.

Current Preservation Efforts

In Progress:

1. **Historic District Grant Program.** Staff began meeting with the HPB in August 2017 to discuss implementing the recommendations to restructure the grant program. Staff has continued working on updates to be reviewed and proposed to be approved in late 2019 to early 2020. Updates include changing the available grant categories from “first-come-first-serve” grants to an annual review of A) smaller repair grants capped at \$5,000 and B) larger competitive grants that exceed \$5,000. Staff finds involving the Permitting Process Task Force would be beneficial in providing feedback to the updates.

Staff has created a draft timeline of the Grant Program, and has found in order to make the Grant Program process work, the applicants must have a Final Action Approval Letter (either in the form of a Historic District Design Review Waiver Letter or Historic Preservation Board Final Action, depending on the scope of work) prior to submitting the grant application. This is due to the fact that the fiscal year grant funds do not rollover and cannot be awarded after the grant-year cycle has ended (June 30th every year).

2. **Expansion of the National Register Main Street District.** After the Intensive Level Survey Completed by CRSA in 2016, a Main Street District expansion was recommended. An RFP was sent out, and the Planning Department contracted SWCA Environmental Consultants to update the 1979 National Register of Historic Places nomination and increase the district boundary to the southern end of Main Street to include 16 properties (primarily residential). This was done to further designate important structures for their historic significance, which assures protective review of Federal projects that might adversely affect (i.e. damage, change of setting, etc.) the character of the historic property. The expansion also allows the included properties to be qualified for certain tax credits for rehabilitation.

The application is currently under review by the U.S. National Park Service and will be edited by SWCA as directed by the review authority. HPB forwarded a positive recommendation to the State National Register Coordinator on January 16, 2019 [Staff Report](#) (pg 71) and [minutes](#) (pg 2). See City Council [Staff Communications Report](#) December 11, 2018 (page 32).

3. **Character Zone Study.** The Planning Department has also contracted SWCA to complete a preliminary analysis of historic neighborhood character zones and

cultural landscape protections. The first character zone study of Main Street and Upper Park was completed Spring 2019. The goal is to review the findings for supplemental use in the Design Guidelines to provide more specific, area-targeted guidelines in terms of the differing character of the identified zones (for example, Daly Avenue has a different character than lower Park Avenue).

SWCA will provide the completed preliminary analysis in December and staff will return to HPB and City Council with the findings.

4. **Design Guideline Revisions.** City Council approved amendments in [Ordinance 2019-06](#) on May 16, 2019. Currently, the amendments are available in the [Land Management Code § 15-13](#). Staff is working on updating the document to be cleaner and easier to use by the public with revised illustrations and photographs to be similar to the document available [here](#) on the Park City website.

Ongoing:

1. **Historic District Branding.** Staff has continued to build a brand presence for the Historic District and increase awareness of the importance of historic resources. This includes:

- Annual Historic Preservation Award (presented this year to the Glenwood Cemetery and a new art piece by Anna Leigh Moore is displayed on the main level of the Marsac Building).
- Work with the Community Engagement Department to increase brand outreach and awareness. Last year, the Planning Department developed a brochure regarding regulations in Old Town.
- As we continue to move forward with the restructured Historic District Grant program, there will be more opportunities for increasing public outreach and collaboration.
- Staff is working on an updated and more thorough FAQ section of the Planning Department section of the website that will help answer questions regarding projects within the Historic Districts.

2. **Coordinating the LMC and Design Guidelines.** The updates to the Design Guidelines are now in the LMC and Staff will ensure consistency of lettering/numbering with the new usable document.

The LMC Section 15-11-12.5 Historic Preservation Board Review for Material Deconstruction is currently being revised and updated with respect to the areas identified by the Task Force in order to make the process more efficient and predictable. The revision involves having technical staff provide an administrative level review of projects that currently require Historic Preservation Board Review and approval. Currently, all removal of Material from a project listed on the Historic Sites Inventory (Historic and non-historic) requires Historic Preservation Board Review unless it is considered minor routine maintenance, minor construction work,

or minor alterations or classified by the Planning Director as Emergency Repair Work, per [LMC 15-11-12](#).

3. **Preservation Workshops.** Staff attended the Wood Window Restoration Workshop hosted by Preservation Utah at the end of May and the Gravestone Preservation Workshop hosted by the National Park Service and Utah Division of State History at the end of August. There will be continued attendance of preservation workshops and conferences.
4. **Preservation Easements.** The yearly easement inspections for the Park City Mountain Preservation Licenses were completed this Fall with the help from all of CDD including the Building Department and Engineering Department.

Future:

1. **Update Historic Sites Inventory (HSI).** An Intensive Level Survey was completed by CRSA in 2017, and staff is working to update the HSI forms to include the additional information provided. The HSI will be re-adopted when the forms are complete. Staff plans to apply for the Utah Certified Local Government Grant Program for this project.

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Michelle Downard

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Community Development Process Improvements

Suggested Action:

Attachments:

[Community Development Process Improvements Staff Report](#)



City Council Staff Communication Report

Subject: Community Development Process Improvements Update
Author: Dave Thacker, Chief Building Official
Bruce Erickson, Planning Director
Michelle Downard, Resident Advocate
Department: Building, Planning and Executive Department
Date: November 21, 2109
Type of Item: Informational

The Community Development Department (CDD) continues to work with great effort to improve customer service and customer satisfaction. Given our largely regulatory role, customer service remains a sensitive and difficult area to balance, as we are the front lines of enforcement or upholding provisions of the Land Management Code. More often than not, property owners and/or applicants are unknowingly violating provisions of our code or frustrated that certain types of work require a permits, such as renovation and construction.

As a result of Council feedback, staff has undertaken several new customer service initiatives. They include everything from surveying our customers, implementing new technology, and the creation of a permitting Task Force. Below is a summary of some of the work conducted to date, as well as several recommended code amendments that will require Council consideration at a future meeting. We believe this work will directly benefit property owners and applicants, the construction and trades, and CDD staff productivity.

Current Administrative Improvements:

- **Customer Service Survey** – Applicants receive surveys at permit issuance. As of November 13, 2019, five surveys had been completed with generally positive feedback. Staff will provide data analysis as more responses are received.
- **Talk with a Building Inspector-** While online permitting has eliminated wait times at the counter, it has also limited direct conversations at the Building Department counter. On-call building inspectors are now available each business day by phone, and in-person Tuesday and Thursday, from 8:00 a.m. to 10:00 a.m.
- **Deferred Submittals-** Allowing flexibility when specific documents are submitted throughout the permitting process helps to avoid delays.
 - o No longer required at permit submittal- HOA notifications, Sewer District and Fire District receipts may be submitted prior to permit issuance.
 - o Deferred submittals allowed after permit issuance- Truss calculations, gas pipe schematics, fire sprinkler plans, equipment specifications and landscape plans may be submitted for plan review prior to inspection.
- **Hot Tub Permit Requirements** – Permits for hot tub installation are no longer required.
 - o Hot tub regulations remain in place and enforced by complaint.

- o Electrical permits may be required if electrical work is performed to connect the hot tub.
- **Fee Calculations-** Applicants will be able to view the mathematical equation for their permit fees.
- **Certificate of Occupancy Policy-** When a structure is safe to occupy but not eligible for a full certificate of occupancy (due to something such as incomplete landscaping), a temporary certificate will be considered.
- **Limits of Disturbance (LOD) Policy-** Clarified policy outlining when an LOD fence is required, and approval criteria.

Upcoming Administrative Improvements:

- **Additional Communication Opportunities-** Optional onsite pre-construction and pre-final inspection meetings with contractors/homeowners and staff.
- **Online Permit Fee Calculator-** Applicants can input values to forecast permit fees.
- **Final and 4-Way Inspection Checklist-** Informational checklists of commonly missed inspection items located online.
- **Permit Submittal Requirements-** Clear explanations of required documents for various permit submittals located online.
- **Software Refinements-** Additional modifications to increase customer intuitiveness.
- **Concurrent Processing-** Maximize concurrent processing of permits during permit issuance (plan reviews, LOD inspections, pre-construction meetings) and final (multiple site inspections).
- **Training Classes and Conversations-** Periodic training classes for applicants and public. Staff presents (provide process explanations) and collect feedback.
- **Website Development-** Refine Building Department website (page layouts, navigation, and content).

Upcoming Legislative Improvements:

- **Landscaping Permits-** Park City Municipal Code does not specify when landscaping permits are required unless included in development activity related to a structure or building. Staff will be returning to Council to discuss when landscape permit are required.
 - o Landscaping regulations remain in place and enforced both proactively and by complaint.
- **Flatwork Permits-** Staff will present code amendment to deregulate flatwork (define what flatwork is) permits.
 - o There are various pros and cons to be evaluated prior to policy direction
 - o LMC regulations are still in place and will be enforced.
- **Owner Associations-** Staff will present code amendment to simplify the owner's association (HOA's) registration and notification processes.

Staff is prioritizing communication through fliers, website updates, emails, and Park City Homebuilder events.

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

City Council Meeting Closed Captioning Service

Suggested Action:

Note: This report has been submitted three times in an effort to receive feedback from the public prior to making budgetary decisions on closed captioning services. As a result of no feedback, staff plans to eliminate the service as of January, 2020, and reallocate funds in the short term to the recent technology upgrades happening in the Council Chambers.

Attachments:

[Closed Captioning Staff Report](#)



City Council Staff Communications Report

Subject: Council Meeting Closed Captioning Services

Author: Michelle Kellogg

Department: Executive

Date: November 21, 2019

Item: Administrative

Note: This report has been submitted three times in an effort to receive feedback from the public prior to making budgetary decisions on closed captioning services. As a result of no feedback, staff plans to eliminate the service as of January, 2020, and reallocate funds in the short term to the recent technology upgrades happening in the Council Chambers.

Closed captioning services for City Council meeting live stream audio has been implemented since January, 2019. Council approved a one year pilot of the service and requested an evaluation at the end of the year. Staff contacted the Granicus team, who administers the closed caption service, and they indicated there was no way to measure the usage of this service.

Staff promoted closed caption service for the following reasons:

1. It benefits the hearing impaired persons who want to listen/participate in City meetings.
2. The community is aging. It benefits seniors, who process conversations at a little slower speed and lose their hearing as they age.
3. It benefits those who speak English as a second language and may not have the same level of literacy.
4. It offers an additional option for community members who are visual/linguistic learners to further engage with City meetings.

The captioning service benefits the above mentioned individuals, but has some drawbacks:

1. It costs approximately \$20,000 per year or ~\$700 per meeting.
2. It is labor intensive for staff to edit the captions in order to make them readable before uploading them onto the City website after the conclusion of the Council
3. It has been, and will continue to be, difficult to measure the actual benefit to the community using the existing meeting management system.

At this time, staff requests feedback from the community who use or rely on the closed captions of Council meetings so usage can be determined and evaluated. Social media posts will be used to request feedback, as well as announcements made during Council meetings. If there is little or no feedback, staff may recommend discontinuing the

service given the lack of support/usage, labor necessary to edit captioning, and expense. Feedback can be sent to michelle.kellogg@parkcity.org

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from November 7, 2019

Suggested Action:

Attachments:

[November 7, 2019 Minutes](#)



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

November 7, 2019

The Council of Park City, Summit County, Utah, met in open meeting on November 7, 2019, at 2:30 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property, personnel and litigation at 2:35 p.m. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

CLOSED SESSION

Council Member Joyce moved to adjourn from Closed Meeting at 3:15 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

WORK SESSION

Old Town Access and Circulation Strategic Plan Overview:

Jonathan Weidenhamer, Economic Development Manager, presented this item and asserted the Old Town circulation was broken. He thought emphasis should be given to improving public safety, balancing the interests of parking, neighborhood impacts and economic interests, and retaining the same level of access or better. Weidenhamer noted a cost had not been assigned to increased enforcement, but he could bring that back at the next meeting when the ground transportation licensing ordinance came for approval. He proposed changing the For Hire license to "Ground Transportation License," and adopting a reciprocal license approach, where providers would only be required to have one license through any jurisdiction in the state. Another proposal was to implement several drop and load and staging (DLS) zones on Main Street during the peak winter season. Staff talked with the Historic Park City Alliance (HPCA) about having three zones on Main Street and two zones on Swede Alley. In analyzing what it would take to get these vehicles off Main Street, staff determined there needed to be additional DLS zones, so they proposed adding more. Ground Transportation vehicles and other commercial traffic would be prohibited from picking up or dropping off on Main

1 Street, except for in the permitted DLS zones. Jenny Diersen reviewed the outreach
2 efforts, including with Uber and Lyft. Staff received great feedback which formed the
3 recommendations presented tonight.

4
5 Alexis Verson, Transportation Planner, reviewed two options for implementing a
6 transportation plan. Option One would call for a strategic plan, which would cost
7 \$230,000-\$280,000 and would include data collection, public input, modeling scenarios
8 and identifying impactful projects. This option would have strategic implementation with
9 vetted projects and outreach, but it would take longer to implement because project
10 funding wouldn't be allocated until after the completion of the process. Option Two was
11 a phased approach, which would identify the vision, goals and priority areas that would
12 be critical for next steps. Each phase would be based on the performance and
13 satisfaction of the progress made to that point.

14
15 Council Member Gerber asked what an Old Town data circulation study would reveal.
16 She knew there was concern about the removal of parking spaces. She hoped to see
17 numbers of how people were coming into town, i.e. Ubers, local cabs, etc. She was in
18 favor of Option One if staff could get real information that would help implementation.
19 Council Member Henney was not in favor of another study, but deferred to the experts.
20 He felt there was "low hanging fruit" in the form of a list of things that could be done,
21 such as public engagement and visioning in order to make progress while still doing a
22 deeper dive with stakeholders to come to a shared vision and consensus of where the
23 City was headed. He noted he would be fine if a phased-in study ended up costing more
24 and taking more time as long as a good deep dive was taken. Mayor Beerman stated he
25 preferred that less money go to studies and more money be allocated to enforcement
26 and human resources.

27
28 Council Member Joyce was uncomfortable because there wasn't agreement on what
29 would fix Main Street. He wanted to know what the goal was before planning for it. He
30 gave some examples of possible strategies that might succeed or might be problematic.
31 He asked staff to go through the first step and figure out what it would mean to have
32 success, then drive the projects that would most accomplish that, and fund the things
33 that needed data and infrastructure. He preferred moving forward in phases. Council
34 Member Worel wanted specific outcome objectives from whatever option was chosen. If
35 that could be reached with Step One, she felt that would be a good place to start. She
36 also agreed with Mayor Beerman that enforcement was the key to success and funding
37 needed to be allocated for that. Council Member Ware Peek favored having interim
38 proposals and low hanging fruit put in motion first in order to see the results before
39 spending major funds. She felt more interaction with Lyft and Uber was needed to
40 achieve these solutions.

41
42 Mayor Beerman summarized that the majority of Council preferred the phased approach
43 to fixing Main Street. Alfred Knotts stated the risk of a phased approach was doing the

1 bigger projects without having the vision. Staff supported a plan that identified the
2 problem as well as a solution. Council Member Gerber asked if there could be a
3 visioning session for Main Street. Mayor Beerman indicated there were many
4 stakeholders that needed to be included. Council Member Gerber felt a visioning
5 session would be a benefit because the local residents could voice the reasons they
6 didn't go to Main Street anymore and give suggestions of things that would get them to
7 come back to Main Street.

8
9 Mayor Beerman opened this item for public input.

10
11 Betsy Wallace, Sundance Institute, favored the phased approach and indicated it made
12 sense for Sundance. She thanked Council for that recommendation.

13
14 Luci Sosnowski, Grab a Cab, stated the drivers had been meeting for a couple of years
15 but Lyft and Uber did what they wanted and never got involved with the stakeholder
16 meetings.

17
18 Shirin Spangenburg, Historic Park City Alliance (HPCA) Treasurer, stated a few DLS
19 zones were fine, but now there were several zones being planned. She knew there
20 would be unintended consequences. She requested the number be reduced to the test
21 number. Mayor Beerman noted the expanded zones would use 21 parking spaces
22 versus the 12 test spaces.

23
24 Allison Kuhlowl, HPCA, clarified that there was a Transit meeting and 66 parking spaces
25 were identified as being transitioned to DLS zones.

26
27 Jon Kenworthy, HPCA President, agreed Main Street was broken and businesses
28 welcomed suggestions for fixing it. He noted the change of use with the businesses that
29 brought more visitors to Main Street. There was higher occupancy on Main Street and
30 fewer parking spots for the customers.

31
32 Jake Swanton, Lyft Public Policy Director for the Mountain West, located in Denver,
33 stated there were many thousands of active drivers in the Salt Lake Valley that serviced
34 Park City, and only one percent of the drivers lived in Park City. It would be impossible
35 to know which passengers were going to Park City and have the local drivers that had
36 the parking permits pick up those passengers. He understood there was congestion on
37 Main Street and he would like to help with that. He offered to sit down at the table, along
38 with Uber, to look at data, see the patterns of behavior of the passengers, and figure out
39 if they could drop off on Swede Alley instead of on Main Street. He stated he would be
40 back to have further discussions with staff.

1 Kerri Allardyce, Haute Cars and Concierge, noted that only one percent of Lyft drivers
2 actually lived locally. She favored the DLS zones and thanked Council and staff for the
3 stakeholder meetings.

4
5 Clive Bush stated he heard Main Street was broken, but didn't hear anything about
6 residential streets being broken. He talked about the rideshare vehicles and felt the
7 resort shuttles should be in a different category. He thought the statements in the staff
8 report about becoming emotional referred to him and Peter. He was not emotional and
9 always gave non-emotional facts in his comments.

10
11 Mayor Beerman closed the public input portion of the meeting.

12
13 Council Member Henney thought the DLS zones would have many more patrons than
14 having a couple cars parked in front of each Main Street business. Council Member
15 Gerber stated there was one DLS zone below Heber Avenue, and asked why there
16 weren't more. Weidenhamer noted that would be a good spot for future consideration.
17 Council Member Gerber also indicated there were no DLS zones on Park West or Park
18 Avenue. She suggested looking at the broader area. She also requested outreach to the
19 local residents on how often they came to Main Street. Council Member Ware Peek felt
20 it would be a great benefit during the day because it would welcome back the locals.

21
22 Mayor Beerman stated Council supported the pilot program with the enhanced zones,
23 but staff would meet with HPCA to negotiate the additional spaces used for the paid
24 permit DLS zones as well as the non-paid DLS zones. Weidenhamer stated
25 enforcement would cost \$60,000-\$70,000 for four months, working Thursday-Saturday.
26 Council Member Gerber asked if personnel from Kane could help with enforcement, to
27 which Diersen responded they could not because they had no authority. Council was in
28 favor of enforcement. Wade Carpenter, Police Chief, stated there was a funding issue
29 and a staffing issue, and indicated it was difficult backfilling shifts with other agencies.
30 He wanted to have a long-term plan.

31
32 Matt Dias, City Manager, stated staff would return with the operational and budget plan
33 and report on how they would meet Council's objectives.

34
35 **Ground Transportation Business Licensing:**

36 This item was discussed in the first work session item.

37
38 **Downtown Curb Management - Creation of Drop, Load and Staging Areas:**

39 This item was discussed in the first work session item.

40
41 **STUDY SESSION**

42
43 **Flagstaff Historic Preservation Plan Update:**

1 Hannah Tyler and Bruce Erickson, Planning Department, presented this item. Tyler
2 indicated in 2001, the Planning Commission approved a historic preservation plan
3 (HPP) and a technical report. In 2019, SWCA Environmental Consultants and the
4 Empire Pass Master Owners Association (EPMOA) submitted a historic preservation
5 update on 19 of the 21 sites. She stated Council needed to give direction on three
6 things: 1) to understand what the outstanding work requirements were, what hadn't
7 been done that was required in 2001; 2) to proactively work with the EPMOA to finalize
8 the Memorandum of Agreement (MOA) so staff could create a work plan to move
9 forward and also create the prioritization list; and 3) to determine if Council wanted to
10 find additional funding mechanisms to assist in the historic preservation of structures
11 that were part of the 2001 obligation or anything beyond what was required in 2001.

12
13 Council Member Henney requested a discussion on the intent going forward instead of
14 readdressing the original agreement, since there were amendments and technical
15 reports that came after the original agreement. Council Member Gerber asked who the
16 involved parties were. Erickson indicated the signatories were Deer Valley Resort and
17 United Park City Mines. Certain rights were transferred to the developers of Empire
18 Pass. There were also obligations to United Park City Mines and their assigns, and
19 Deer Valley and the open space master plan to the properties outside the development
20 areas. There were also other developers, and a determination needed to be made as to
21 their obligation to the master agreement. United Park City Mines was foreclosed on and
22 Redus became the successor through Wells Fargo Bank. Currently, Redus was an
23 owner on the MOA as well as the two developers of Empire Pass.

24
25 Jon Kenworthy, Planning Commission, stated the plan was still in place for the owners.
26 Tyler indicated the work requirements needed to be prioritized: building/structural
27 preservation, interpretive signs and revegetation of waste dumps. An additional list
28 could be created if Council wanted to approve additional funding. Council Member
29 Joyce didn't want to discuss creating an additional priority list. Harrington indicated part
30 of the discussion would include additional priorities.

31
32 Tyler stated the 2001 agreement included the preservation of the structures. The Judge
33 Office structure roof needed to be shored up within the next few weeks. The other
34 priority was to get interpretive signage on 11 sites. Seven waste dump sites needed
35 revegetation, and she proposed to accomplish this task in 2020. Tyler addressed the
36 additional priority list and explained that the agreement stated if a site was currently
37 working, it would not be included on the preservation list. Since 2001, several sites had
38 shut down and were deteriorating. Erickson indicated he wanted a comprehensive
39 preservation plan moving forward.

40
41 Council Member Gerber stated it would be helpful to know which properties qualified for
42 EPMOA funds. Erickson stated he could bring those back to Council. The priority was
43 the roof, and the rest could be done in the spring.

1 Tyler stated the draft MOA was to be a guide in working with the responsible parties to
2 fulfill the obligations indicated in the 2001 agreement. Erickson explained an MOA
3 would be executed and would state EPMOA would be responsible for the sites not in
4 operation in 2001, and it would establish a timeline to achieve compliance with the 2001
5 HPP obligations. The 2019 HPP update was an effort to determine the outstanding work
6 from the 2001 HPP.

7
8 Mayor Beerman stated it was determined that the current landowners should be held
9 accountable for the preservation of these sites, as stated in the original agreement.
10 Council Member Joyce asserted the landowners didn't own property where some of the
11 sites were located, so this was a tricky issue.

12
13 Harrington indicated staff could do administrative enforcement, with noncompliance
14 letters. The Council could sue for breach of contract. The Planning Commission could
15 determine compliance with each land use application. He couldn't explain one option
16 with any certainty and he wouldn't debate the pros and cons in an open meeting. The
17 MOA was a blend with partners, owners, and the City, and he felt it was the most
18 effective option. This meeting was the first chance Council had to review the MOA and
19 he hoped for discussion to determine next steps. In the meantime, the structures
20 suffered trauma and action needed to be taken.

21
22 Council Member Joyce asserted the MOA could be in conjunction with other legal paths.
23 He didn't want the MOA to be a settlement agreement. Harrington referred to the 2001
24 agreement, and noted one party signed the agreement and other parties made
25 donations. One party was currently in the process of executing the agreement. Council
26 Member Joyce asked if the City would seek additional funds from Redus after current
27 funding was met. Harrington indicated the process was not done, but the City was trying
28 to get as much money as possible from the parties.

29
30 Mayor Beerman stated the City didn't enforce the obligation. Now, the top priority was to
31 save the structures. The City needed to have a priority list, establish an action plan, get
32 support from the property owners, and establish funding. The City also needed to find a
33 path forward and create ongoing funding. Council Member Joyce stated the Planning
34 Commission continued to see development plans and they needed answers so they
35 could do their job.

36
37 Mayor Beerman opened the meeting for public input.

38
39 Sandra Morrison, Park City Museum, displayed photos of mine structures and the
40 Judge Office building, and indicated there was critical need to preserve them. The roof
41 on the Judge structure had holes and there was a lot of interior damage. She gave an
42 estimate of \$1,000,000 for the maintenance of all the sites on Flagstaff. In Technical
43 Report Six it stated the EPMOA was responsible for the ongoing maintenance of the

1 structures, yet not enough had been done. The report also appropriated 50% of real
2 estate transfer fees, \$10,000,000 in the last 20 years, to the EPMOA for this obligation.
3 She noted the funds would continue in perpetuity for the purpose of maintaining the
4 structures. The MOA was a good start, but she found some deficiencies, such as the
5 limits on funding for maintenance and the time limits on maintenance requirements.
6 These provisions were not the intent of the original agreement. She also noted in
7 Technical Report Five, the structures were identified as protected open space, which
8 allowed the use of open space funds for the preservation of the structures. She stated
9 previous Councils determined 50% of monies were allocated to open space and the
10 other 50% to Transit, but that percentage could be changed because that was not set in
11 the agreement. Morrison indicated there had been \$380,000 received from fundraising
12 that was used to help preservation efforts, but time was against them and they needed
13 help. She requested to not approve the MOA as written, but to direct staff to remove the
14 limits on funding and time periods and require that the EPMOA provide sufficient funds
15 immediately to arrest the 20 years of deferred maintenance and immediately stabilize
16 the mine structures. She also asked to continue with the intent of the Flagstaff
17 Annexation agreement and require the EPMOA to maintain the structures in perpetuity,
18 adjust the 50/50 expenditure on the Open Space and Transit Management (OSTM)
19 Fund and provide a substantial portion of the \$1.6 million, and partner with the EPMOA
20 to stabilize the structures. Without Council's direction, the structures would fall down.

21
22 Sanford Melville thanked Council for having this discussion. The intent of the Flagstaff
23 agreement was for historic preservation for the sites. He felt the MOA was a good idea,
24 but it should be more consistent with the original agreement. It should also be adjusted
25 to make it consistent with 20 years of neglected maintenance. The MOA should include
26 a preservation plan, a timeline, responsible parties, and an enforcement mechanism. He
27 also thought some public money should be used for this effort.

28
29 Kirsten Fox indicated she had a Wines and Mines tour and she watched how visitors
30 and local residents went on her tour to learn the history of these historic structures. She
31 stated this was an opportunity to direct funding so the structures could be preserved.

32
33 Paige Anderson, Park City Museum Board Chair, stated the mine history brought many
34 people to Park City. The structures not included on the original maintenance list were in
35 good shape 20 years ago. Since then, many more had deteriorated and were in need of
36 attention. The draft MOA capped the maintenance. She thought the preservation and
37 maintenance intent should be kept in the agreement.

38
39 Patricia Pond was astounded when she heard only two structures needed to be
40 stabilized, but she felt better after having heard the discussion today, where staff and
41 Council knew maintenance for these structures was urgent.

1 Donald Roll, Co-Chair of the Friends of Ski Mountain Mining History, stated his
2 committee could only help with minor preservation projects, and talked about other
3 structures that needed preservation attention. He indicated this was a challenge.

4
5 Mayor Beerman closed the public input portion of the meeting.

6
7 Council Member Gerber asked what the plan would be for the collection of the real
8 estate transfer fees after the 10 year time period was over. Erickson indicated the
9 transfer fees would continue. The MOA was a short to mid-term process while staff
10 figured out the long range responsibility for funding. Council Member Gerber stated
11 \$20,000 would be collected each year for the next 10 years and then when that was
12 done, the EPMOA would be responsible for the maintenance. She asked if the City
13 would continue requesting other funding mechanisms in the future, to which Erickson
14 responded in the affirmative. Council Member Gerber asked if the City and the museum
15 would be responsible for the restructure. Erickson indicated the EPMOA was
16 responsible for maintenance. The distribution of the funds was discussed and Erickson
17 spoke about the remaining funds from annual ongoing retention money from open
18 space funds. Then the City would get together with its partners annually to determine
19 what site would be funded. Council Member Gerber asked if the Planning Commission
20 would have to address maintenance funding every time a project came before them for
21 approval. Harrington stated the City recommendation would not change and the City
22 would not hold up individual applications unless there was a specific degree of
23 compliance that was associated with that developer or property. It would be a case by
24 case determination, but to date the ones that had been seen were processed
25 consistently with what they applied for.

26
27 Mayor Beerman asked if the EPMOA was responsible for maintaining the big structures.
28 Harrington said it depended on which site was being identified, but the agreement as
29 proposed discussed a long-term maintenance responsibility with agreed rights of third
30 party property owners. He noted it was harder to maintain something that wasn't owned.
31 The City and its partners were looking to secure the rights in order to have the long-term
32 responsibilities. The agreement clarified that the EPMOA was responsible for the open
33 space it owned.

34
35 Council Member Henney asked if a determination had been made on the past 20 years
36 of obligation that tied into the original agreement. Harrington stated an obligation was
37 trying to be assigned by site. This process would identify the priorities and the EPMOA
38 would work with the City with regard to the maintenance.

39
40 Council Member Gerber asked if there was a conservation easement on the mine sites.
41 Erickson stated there were some conservation easements. The underlying obligation
42 went to the developer and property owner, but not through the conservation values of
43 each of the easements. Of the 21 sites covered, 11 of them were parts of ski runs and

1 they were revegetated. Staff looked at the underlying conservation values to determine
2 if there was compliance or historic preservation, and it wasn't specified in those
3 underlying values, but it was specified in the two technical reports referred to by the
4 museum.

5
6 Mayor Beerman asked if the obligations were met for the maintenance of open space.
7 Erickson stated that maintenance was occurring, but there needed to be some
8 understanding of how the trails were maintained and operated. Council Member Henney
9 agreed with the priorities as listed: structures, signage and then open space. Council
10 Member Ware Peek thought there was a discrepancy in the allocation from the real
11 estate transfer fee. She thought there was also discrepancy in the MOA and wanted
12 clarity on enforcement. She wanted a turnaround on the part of the developer and the
13 City. Council Member Gerber noted it was the 100 year anniversary for the Judge
14 structure and it would be a good kickoff by preserving it. Council Member Joyce didn't
15 want to sign the MOA if the other party's obligation would end after 10 years.

16
17 A Planning Commissioner asked to clarify that downstream developments wouldn't be
18 held up since the agreement would be between the City and the master developer.
19 Harrington qualified that the aforementioned assertion was correct unless there was a
20 basis where staff recommended other consideration based on the circumstances.
21 Council Member Henney was comfortable with not tying the other developers to the
22 bigger agreement, but noted the bigger agreement was not balanced properly. Jon
23 Kenworthy stated the money needed to be defined. He wanted to see the commitment
24 from the Council since this was a core value. Council Member Joyce stated the MOA
25 was not clear. He wanted a legal responsibility to maintain all these structures that
26 weren't on the original list. Council Member Henney stated there would be additional
27 meetings to follow up on this.

28
29 Mayor Beerman summarized that Council would take emergency measures to shore up
30 the Judge structure. He knew of the obligation for the 21 sites, but thought City staff
31 should meet with the museum and historic mine individuals to determine the appropriate
32 priority list. The MOA was a huge step in the right direction, and Harrington and
33 Erickson would continue working on it with the City's partners to find a solution that
34 would benefit everyone. Council would also like a future discussion on where the real
35 estate transfer tax went and work on getting a larger allocation that Council could agree
36 to. He thought there should also be a discussion before the next budget session on the
37 EPMOA, and suggested the EPMOA could donate more to catch up on some structure
38 maintenance that hadn't happened.

39
40 **REGULAR MEETING - 6:00 p.m.**

41
42 **I) ROLL CALL**
43

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

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

The Council and Mayor Beerman reviewed the events, activities, and meetings they attended since the last meeting. Council Member Worel requested a future work session discussion on candidate filing fees, including other cities that charged a filing fee and the cost for the 2019 Primary and General Municipal elections.

Council Member Joyce disclosed he was friends with the owner of the Aerie lot item on New Business, but indicated it would not affect his decision.

Council Member Ware Peek requested a work session discussion on additional funding for trails, as requested by the public at the last meeting. Council agreed. Council Member Henney requested that Mountain Trails take the lead on that discussion.

Staff Communication Reports:

1. Drinking Water Quality Program Update - EPA Mandated Lead and Copper Rule:

2. City Council Meeting Closed Captioning Service:

3. Transportation Planning during Peak Winter Events:

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

Mayor Beerman opened the meeting for public input on matters not being addressed on the agenda.

1 Marianne Cone stated seniors should be a priority. She noted there would be a work
2 session on November 21st on senior issues. Mayor Beerman asked that the seniors be
3 at the visioning summit on November 20th.

4
5 Jim Tedford agreed with Cone and indicated seniors didn't seem like a priority for the
6 City. A positive step was the senior alliance in Summit County and the work session on
7 seniors that was scheduled for the next meeting.

8
9 Jeff Creveling stated the Recreation Advisory Board (RAB) approved the preservation of
10 Main Street Park and areas that were park-ish.

11
12 Clive Bush stated there had been no consideration for the residential impact that the
13 Old Town traffic created. He was concerned about the daily life in Old Town instead of
14 the events. He read a statement from a neighbor who felt the residents were not heard
15 by the City. He heard solutions for the business district, but not for the residential areas.
16 He thought the report that recommended no private vehicles in the business district was
17 a great recommendation.

18
19 Council Member Joyce stated Council was listening and he knew Bush was frustrated
20 with the rate of the response. Things had been done with regard to Hillside, as well as
21 other parts of town. He knew Bush wouldn't be happy with all the Council's decisions,
22 but they were listening.

23
24 Carol Sletta had two ways to get to her house, from Hillside and Park Avenue. She
25 requested Hillside be restricted to residents only. She thought Old Town resident
26 access passes worked and she recommended that they be used during events to keep
27 other vehicles off the residential streets.

28
29 Michael Faulk liked the comment by Council Member Henney that there was value in
30 pick up and drop off zones. He requested that after 9:00 p.m. or 10:00 p.m., when the
31 peak times were over, taxis be allowed to drop off in front of businesses on Main Street.
32 He also suggested making Main Street a one-way street and prohibiting vehicles over
33 10,000 pounds from travelling on Hillside. He thought geo-fencing would be a good way
34 to direct Uber and Lyft onto the preferred streets.

35
36 Jake Swanton, Lyft, clarified the comment that one percent of Lyft drivers were local,
37 and stated one percent of thousands of drivers was a significant number from local
38 neighborhoods.

39
40 Kerri Allardyce asserted the Uber drivers from the valley didn't know the Park City
41 roads. These drivers didn't live here and didn't spend their wages here.

1 Sam Madsen was not a resident of Park City, but had worked in the City and now
2 worked in transportation. He supported the local traditional taxi drivers and agreed that
3 many drivers should not be on these roads in winter conditions.

4
5 Mayor Beerman closed the public input portion of the meeting.

6
7 **IV) CONSIDERATION OF MINUTES**

8
9 **Consideration to Approve the City Council Meeting Minutes from October 10 and**
10 **22, 2019:**

11 Council Member Henney indicated the October 22nd minutes, Page Seven, Line One,
12 should read inhibit instead of prohibit.

13
14 Council Member Gerber stated the October 10th minutes, Page Five, Lines 32 and 34
15 should read continuum of care, not continued care, and on Page Six, Line Four, the
16 speaker's last name was Demkowicz.

17
18 Council Member Joyce moved to approve the City Council meeting minutes from
19 October 10 and 22, 2019 as amended. Council Member Ware Peek seconded the
20 motion.

21 **RESULT: APPROVED**

22 **AYES:** Council Members Gerber, Henney, Joyce, Ware Peek and Worel

23
24 **V) CONSENT AGENDA**

25
26 **1. Request to Authorize the Mayor to Sign an Updated Agreement to Allow an**
27 **Enclosed Balcony over a Public Pedestrian Right-of-Way with Riverhorse on**
28 **Main, Located at 540 Main Street, in a Form Approved by the City Attorney:**

29
30 **2. Request to Authorize the City Manager to Execute the Third Addendum to the**
31 **Design Professional Services Agreement, in a Form Approved by the City**
32 **Attorney, with CH2M, Inc., for the 3Kings Water Treatment Plant (3KWTP) Phase**
33 **III Design Services in an Amount Not to Exceed \$565,000:**

34
35 **3. Request to Authorize the City Manager to Exercise a Seven Month Contract**
36 **Extension in a Form Approved by the City Attorney for an Amount Not to Exceed**
37 **\$17,000 for City Facilities and \$68,000 for the Historic Park City Alliance (HPCA)**
38 **Main Street Area:**

39
40 Council Member Gerber moved to approve the Consent Agenda. Council Member
41 Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

VI) OLD BUSINESS

1. 2019 Park City Kimball Art Festival Debrief

Chris Phinney, Special Events Coordinator, stated the Kimball staff worked with police and complied with the Kimball Terrace requirements.

Jory Macomber, Kimball Art Center Executive Director, stated this event was owned by the entire community. Statistics from the festival were given, including economic and environmental impacts.

Council Member Gerber asked about the tracking system. Macomber indicated not all the information was entered into the system, so it wasn't completely accurate. Council Member Ware Peek asked about international attendees. Macomber stated they did not have a zip code and couldn't be tracked. Harte indicated there were attendees from Hong Kong, Puerto Rico and a few other locations, but all the information couldn't be tracked.

Council Member Worel asked if the average amount spent included lodging, to which Macomber responded in the affirmative. Council Member Joyce asked if anything different would be done for Summit County residents next year. Macomber indicated there were plans, but they were not yet confirmed.

Mayor Beerman opened the meeting for public input.

Betsy Wallace, Sundance, thought it was a great event and the gala was very well done.

Mayor Beerman closed the public input portion of the meeting.

2. Consideration to Approve a Purchase Agreement to Acquire Five (5) Acres of the Armstrong Snow Ranch Pastures for \$3,550,000 from Armstrong Holdings LLC. AND Subsequently Grant a Conservation Easement on the Five (5) Acres to Utah Open Lands, in a Form Approved by the City Attorney:

Heinrich Deters, Trails and Open Space Manager, presented this item and thanked Kerry and Herb Armstrong for the completion of this conservation project. This conservation easement would remove 50 units of density. He clarified that Kerry Armstrong would be granting a conservation easement on 14 adjacent acres to the five acres the City was purchasing. The City was granting a conservation easement on its

1 five acres. Deters also stated the winter golf course cross country skiing proposed
2 expanding the trails onto this property.

3
4 Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman
5 closed the public hearing.

6
7 Council Member Ware Peek moved to approve a purchase agreement to acquire five
8 (5) acres of the Armstrong Snow Ranch Pastures for \$3,550,000 from Armstrong
9 Holdings LLC. AND subsequently grant a conservation easement on the five (5) acres
10 to Utah Open Lands, in a form approved by the City Attorney. Council Member Worel
11 seconded the motion.

12 **RESULT: APPROVED**

13 **AYES:** Council Members Gerber, Henney, Joyce, Ware Peek and Worel

14
15 **3. Consideration to Approve Special Service Contract Round Two**
16 **Recommendations:**

17 Jed Briggs and Josh Miller, Budget Department, presented this item. Miller stated this
18 item was to approve social equity and innovation special service contract
19 recommendations. There were four categories and there were applicants for all four
20 categories.

21
22 Briggs stated the categories were based on the social equity strategic plan: housing
23 needs, education - after school learning opportunities for working families, inclusion –
24 focusing on events for diverse groups, and workforce development - job skills and
25 language improvement. He stated the \$165,000 that was allocated for the contracts was
26 not completely used, and the remainder could be used for extraordinary requests.

27
28 Council Member Joyce stated the applications were well thought out and there was
29 triple the requests than funds available for distribution. He explained the purpose of the
30 social equity money and was pleased with the ideas presented. He noted the requests
31 that were the same as in previous years did not get the same consideration. One
32 committee discussion was funding within the school district, since 70% of students lived
33 outside the City limits. He recommended more discussion on this topic.

34
35 Council Member Ware Peek asked why the Latino Arts Festival got money when other
36 arts programs did not. Council Member Worel stated this festival was a premier event
37 that brought the community together – every ethnicity and every age. One of the criteria
38 was building capacity and the committee asked what the Christian Center could do to
39 expand capacity. The Christian Center had contemplated reducing the festival to one
40 day. They were partnering with the Summit County/Park City Arts Council because it
41 was expensive for one organization and they needed partners. This funding helped
42 them keep the extra day in the event.

Council Member Gerber asked if there was an understanding that these groups should not be coming back year after year. Council Member Joyce indicated it was disclosed that this was one time funding. Council Member Gerber stated at the Mountain Towns 2030, there were discussions with communities that did a lot for childcare. She wanted to have more discussion on that. Mayor Beerman suggested childcare might be a separate discussion.

Council Member Ware Peek asked if the guidelines were clear in the application. Council Member Joyce stated the application was clear and some entities were not a fit to the intent of the contracts.

Mayor Beerman opened the meeting for public input.

Kara Cody, Park City Education Foundation, thanked Council for the contract to fund after school care for students. She reported affluent middle schoolers had 60,000 more enrichment experiences than less affluent students.

Jocelyn Scudder, Arts Council, thanked the City for supporting the Latino Festival. She wanted the festival to meet the goals of the City.

Mayor Beerman closed the public input portion of the meeting.

Council Member Henney thanked Council Members Worel and Joyce for their work and for Council Member Joyce's explanation of the intention of the contract process. Council Member Worel thanked the nonprofits for their patience. Mayor Beerman appreciated that they called the applicants to let them know why they were or were not selected.

Council Member Worel moved to approve the Special Service Contract Round Two recommendations. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

VII) NEW BUSINESS

1. Consideration to Approve Ordinance No. 2019-54, an Ordinance Approving the Aerie Phase I, Amending Lots 9, 10 and 11, Plat Amendment, Located at 1312, 1324 and 1336 Aerie Drive, Park City, Utah:

Alex Ananth, Planning Department, and Marshall King, Alliance Engineering, presented this item. Ananth stated a condition was revised to limit the square footage of the home to 13,500 square feet, but not include the basement areas, garages and accessory building in that maximum allowance. A second condition that referred to Building Height was revised to read Height Restrictive Covenant.

Council Member Joyce indicated the staff report verbiage was not consistent with the ordinance. Mayor Beerman asked what the total square footage would be. Ananth indicated it would be 17,000. Mayor Beerman asked what the next closest square footage in neighborhood was, and it was indicated the residence was 12,000 square feet, but the lot being considered was much bigger than the surrounding lots.

Council Member Gerber requested a discussion on requiring future homes of this size to have an accessory building for affordable housing. Council Member Ware Peek thought this home was out of scale with the rest of the area. Ananth stated the lot was almost four acres. If the lots were not combined, the three potential homes on those lots could equal the size of this one home. She also noted the home was set back and hidden. Council Member Gerber felt a house of this size took more energy, water, etc. and future homes of this size should have different requirements. Council Member Joyce stated the code would have to be changed by zone.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Henney asked if there were comments from the neighbors. Ananth stated there was a comment and the City responded by requiring additional setbacks. Council Member Henney stated there was a code and the approval had to be considered within the code. Council Member Gerber indicated the code was what the Council determined, so it was important to have these discussions in order to voice the discomfort of the Council members.

Council Member Joyce moved to approve Ordinance No. 2019-54, an ordinance approving the Aerie Phase I, amending Lots 9, 10 and 11, Plat Amendment, located at 1312, 1324 and 1336 Aerie Drive, Park City, Utah. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

2. Consideration to Approve Resolution 22-2019, a Resolution Adopting the 2020 Housing Assessment and Plan, the Five-Year Moderate Income Housing Plan, as an Addendum to the 2014 General Plan, and the 2019 Moderate Income Housing Report for Park City, Utah:

Jason Glidden, Rebecca Ward and Rhoda Stauffer, presented this item. Glidden stated the state passed Senate Bill 34, which required affordable housing. This bill offered 23 strategies and required the City to adopt four of those options since it had fixed route transit. The bill also stated that the City would be ineligible for State Transit Funding and State Transportation Funding if the City's plan was not updated by December 1st. He indicated the City currently addressed 20 of the 23 strategies that the state offered.

The four strategies included in the assessment and plan included, 1) building affordable and attainable units on City-owned property through public-private partnerships, 2) developing a financial strategy to use Housing Authority bonds to build Housing Authority-owned low and moderate income rentals, 3) implementing zoning incentives for affordable units in new developments and reducing parking for certain affordable housing, and amending the Land Management Code (LMC) to incentivize the development of affordable housing and 4) encouraging affordable housing near transit - within 1/4 mile of a fixed route transit stop.

Ward reviewed the moderate income housing requirements and noted the state based those on population growth. According to the state, the City had an excess of housing for those at 50% - 80% AMI, and the City fell short on housing for those earning 30% AMI by 65 units. Glidden noted the 84098 zip code was included in the state report and staff was working to correct the error. Glidden noted the state would not allow affordable housing to be built outside the City limits, but he thought that would change if transit routes were available.

Council Member Gerber referred to the workforce wage calculator and noted wages went down in 2019. Glidden stated the workforce wage was the actual wage in Park City, and it could be indicative of an increase in lower wage jobs.

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Gerber indicated the report showed the need for affordable housing in the City.

Council Member Ware Peek moved to approve Resolution 22-2019, a resolution adopting the 2020 Housing Assessment and Plan, the Five-Year Moderate Income Housing Plan, as an addendum to the 2014 General Plan, and the 2019 Moderate Income Housing Report for Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

3. Consideration of the Appeal of the Planning Department's Approval of the Historic District Design Review for the Construction of a New Single Family Dwelling Located at 139 Main Street:

Mayor Beerman asked Council some qualifying questions. The Council members didn't have any motions to make with regard to this appeal.

1 Hannah Tyler, Senior Planner, stated Jeff Creveling was the appellant and a neighbor of
2 139 Main Street. Creveling displayed homes in the immediate vicinity of the subject
3 property and requested that Council look at the slope of the roofs, the windows, etc. He
4 reviewed the Historic District requirements in the 1980s and the subsequent revisions to
5 present. He reviewed the wall had to be retained in its original dimensions, and read the
6 requirements, i.e. the mass shall be at the rear of the lot, principle doors shall be
7 compatible, windows shall be historic in size, roofs shall be visually compatible with the
8 neighbors and of similar height, porches shall be similar to the streetscape, materials
9 shall be similar, decks shall be constructed in inconspicuous areas, roof decks shall be
10 visually minimized. He summarized that he and other citizens wanted the historic
11 guidelines followed.

12
13 Tyler reviewed the design review process that ended with the approval of this project.
14 The site was removed from the Historic Register in March, 2018. She noted a significant
15 portion of the wall would be retained. The portion of the rock removed would be added
16 around the corner of the driveway. The review team measured the project and the
17 design went through four revisions before approval.

18
19 Caitlyn Barhorst, Historic Preservation Planner, indicated the placement of the stairs
20 matched the historic stairway. She indicated the review team discouraged mimicking
21 historic structures so people would know it was a new structure. The porch was
22 expanded from the original design and a solid railing was added above the garage.
23 Metal was on part of the home and was consistent with remodels and other new
24 construction in the district. Tyler indicated staff would defend the design and she felt it
25 complied with the LMC and the Historic District Design Guidelines.

26
27 Barry Turner, owner of 139 Main Street, stated this would be a second home because
28 he also owned a home on Ridge Drive. He followed the code and wanted to be
29 compliant. The architect agreed with staff's report and the asserted the process was not
30 rubber-stamped. The design went through several revisions.

31
32 Council Member Gerber asked about the material on the front. It was indicated that was
33 a metal shingle. Council Member Ware Peek asked if that existed on other buildings in
34 Old Town, and the response was affirmative. Council Member Ware Peek asked about
35 the white stone for steps. The owner stated the stone color had yet to be approved, but
36 it would blend with the existing stone. Council Member Gerber asked about the porch
37 definition. Barhorst stated it defined an entryway and there were many forms, but there
38 was no requirement of the porch being a certain width.

39
40 Council Member Joyce asked about the preservation of the wall. Barhorst stated a curb
41 cut was allowed for a driveway because a two car off-street parking requirement was
42 applied in this zone. It was noted the wall to be removed would be used to line the
43 driveway. Council Member Joyce asked about the glass on the house. Barhorst

1 indicated the glass was consistent with the design. Council Member Joyce couldn't find
2 another building with as much glass that this design had on the third floor. Barhorst
3 stated the ratio was applied to the facade as a whole. There were fewer windows on the
4 second level and more on the third. Tyler stated it was compatible with the district.

5
6 Mayor Beerman opened the public hearing.

7
8 Clive Bush agreed with Creveling and indicated the wall adjacent to his home was the
9 foundation to the old mill and was significant. Whether the wall was on the register or
10 not did not matter because it was 100 years old and was historic. In 2013, there was a
11 meeting where it was determined that 20% of the wall would be removed for affordable
12 housing. Board member Holmgren felt it was unacceptable that any of the wall be
13 removed. He stated another new construction had a deck and windows in the back, but
14 was completely compatible with the neighborhood in the front. This house was
15 backwards, with the party deck and French doors on the front.

16
17 Betsy Wallace stated the house was not historic, but was next to 16 other historic
18 homes on the street. There was a historic streetscape and the house should be
19 compatible since it would be there a long time.

20
21 Rob Dixon stated he had a non-historic home on Main Street. He was told the wall could
22 not be removed, but being delisted allowed for the removal of the wall. Also, now the
23 wall could be removed for parking requirements. He did not see that provision in the
24 historic guidelines. He thought the home should be compared to other homes on Main
25 Street and not to the entire district.

26
27 Ed Godycki explained the process that went into renovating his historic home. He
28 thought there was a whimsical nature to the approval process. He was concerned about
29 the lack of thinking or negotiation with the design on the part of the Planning
30 Department.

31
32 Sandra Morrison explained the wall was a great asset, and read the LMC about how a
33 structure could be added to the National Registry. She indicated the City was great at
34 preserving housing and she wanted attention given to preserving other structures. She
35 stated this project could be stopped midway through and noted 569 Park Avenue was
36 ready to pull a demolition permit when it was declared historic. She noted if the LMC
37 was changed, the museum could begin nominating other sites as historic structures.
38 She requested staff nominate 139 Main Street for the National Registry because of the
39 wall.

40
41 Mayor Beerman closed the public hearing.
42

1 Council Member Worel asked when the house was removed. Barhorst stated it was
2 removed in 1984 or 1985. She asked if the code required that parking be onsite, to
3 which Tyler responded in the affirmative. Council Member Henney asked if the property
4 was cross referenced upon being delisted, to see if the City wanted to identify it as
5 significant. Tyler indicated the City did not look at this site.

6
7 Plane stated Council should be aware the burden was on the appellant to demonstrate
8 that the technical staff erred in their application of the design guidelines or the LMC to
9 the project. If there was any question, the code would be construed in favor of the
10 applicant. Council Member Ware Peek asked why the rock wall wasn't required to be
11 reconstructed along the front. Barhorst stated it wasn't required, but the owner was
12 reconstructing it in the driveway.

13
14 Creveling stated he respected the historic planning process. He understood the parking
15 requirement, but this was a historic wall. The appeal wasn't because of one point, but
16 dozens of points led to his opposition. Council Member Gerber asked about the term
17 under-scaled entry. Tyler stated the entry needed to be seen from the street. Council
18 Member Gerber felt this entry was under-scaled and was not welcoming or compatible.
19 The porch element was missing. Turner stated he wouldn't have purchased the property
20 if it had been designated historic. He did his due diligence by asking Planning if a home
21 could be built on the property. He also performed soil testing prior to purchasing the
22 property.

23
24 Mayor Beerman stated Council could grant the appeal, deny the appeal, or grant in part
25 and deny in part. Council Member Joyce indicated that as long as the home met code, it
26 didn't matter if the neighbors liked it. He didn't like the windows, but on Woodside there
27 was a lot of glass, so he couldn't argue that. He favored denying the appeal. Council
28 Member Ware Peek agreed. Council Member Worel stated the lot had development
29 rights and the wall was not protected. The design met code. Council Member Henney
30 didn't see any evidence that the Land Use Authority erred, so he felt it met code.
31 Council Member Gerber understood about the development rights, but she was
32 concerned it didn't meet the guidelines and wanted those addressed. The windows
33 were not compatible and the under-scaled porch made it feel like it wasn't compatible.
34 Council Member Worel did not like the guidelines because she felt they were arbitrary
35 and left a lot of discretion to staff, but if the project met the guidelines then Council
36 needed to allow it.

37
38 Council Member Henney moved to deny the appeal and uphold the Land Use Authority
39 findings for the construction of a new single family dwelling located at 139 Main Street.
40 Council Member Ware Peek seconded the motion.

RESULT: APPEAL DENIED

AYES: Council Members Henney, Joyce, Ware Peek and Worel

NAY: Council Member Gerber

**4. Consideration to Continue an Ordinance Approving The King's Crown
Condominium Plat Located at 1271 Lowell Avenue, Park City, Utah:**

Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman closed the public hearing.

Council Member Joyce moved to continue an ordinance approving the King's Crown Condominium Plat located at 1271 Lowell Avenue, Park City, Utah to November 21, 2019. Council Member Gerber seconded the motion.

RESULT: CONTINUED TO NOVEMBER 21, 2019

AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

Council Member Ware Peek moved to close the meeting to discuss property, personnel and litigation at 10:30 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 11:00 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, Ware Peek and Worel

VIII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section:

Subject:

Request to Adopt Resolution 24-2019, a Resolution Declaring November 30, 2019, as "Small Business Saturday" in Park City, Utah

Suggested Action:

Attachments:

[Small Business Saturday Staff Report](#)

[Small Business Saturday Resolution](#)



City Council Staff Report

Subject: Small Business Saturday
Author: Michelle Kellogg
Department: Executive
Date: November 21, 2019
Type of Item: Administrative

Summary Recommendation

Approve the proposed resolution proclaiming November 30, 2019, as “Small Business Saturday” in Park City, Utah.

Executive Summary

Small businesses are the lifeblood of our city, and we salute small business owners, entrepreneurs, and employees for enhancing our community and expanding opportunities for all the citizens of Park City and the surrounding communities. The hard work and ingenuity of our small business men and women are helping to sustain our economic strength, vitality and authenticity. Small Business Saturday recognizes and celebrates our many outstanding small business owners and employees for their unique contributions to the Park City economy and for their entrepreneurial spirit.

Small Business Saturday is a campaign conceived by American Express, first observed in 2010. The company reported that more than \$17.8 billion was spent at independently-owned businesses on this day in 2018. Small businesses employ over 55 percent of the working population in the United States. Eighty-nine percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue and eighty-seven percent of consumers in the United States agree that it is important for people to support small businesses that they value in their community.

The Opportunity

By proclaiming Saturday, November 30, 2019, Small Business Saturday, Park City will be joining in a nationwide effort to steer shoppers toward local independently-owned businesses during the holiday season and urge the residents of our community and communities across the country to support small businesses and merchants throughout the year.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Staff recommends Council approve the proposed resolution in support Small Business Saturday on November 30, 2019.

Pros

- a. The resolution demonstrates the City’s support of small businesses.
- b. The resolution promotes shopping at locally owned businesses.
- c. Supporting this resolution could result in increased sales tax revenue.

Cons

- a. No impact on the business community.

Consequences of Selecting This Alternative

Supporting this resolution will demonstrate that the City values its local businesses and promotes them in the community.

2. Null Alternative: No material impact.

Department Review

Legal and Executive Departments

Funding Source

There are no commitments associated with this resolution.



Resolution No. 24-2019

**RESOLUTION DECLARING NOVEMBER 30, 2019, AS “SMALL BUSINESS SATURDAY”
IN PARK CITY, UTAH**

Whereas, the government of Park City, Utah, celebrates our local small businesses and the contributions they make to our local economy and community. According to the United States Small Business Administration, there are currently 30.7 million small businesses in the United States, which represent 99.7% of all businesses with employees in the United States, and are responsible for 64.9% of net new jobs created from 2000 to 2018; and

Whereas, small businesses employ 47.3% of the employees in the private sector in the United States; and

Whereas, 96% of consumers who plan to shop on Small Business Saturday said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

Whereas, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

Whereas, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

Whereas, Park City, Utah, supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday,

Now, Therefore, the Mayor and City Council of Park City, Utah, do hereby proclaim November 30, 2019, as **SMALL BUSINESS SATURDAY** and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Passed and adopted this 21st day of November, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Brian Beckstrand

Submitting Department: Transit

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Purchase Three (3) Cutaway Transit V10 Gas Vans for Americans with Disabilities Act (ADA) Transportation and Dial-a-Ride, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$76,755.00

Suggested Action:

Attachments:

[2019 Cutaway Transit Staff Report](#)

City Council Staff Report



Subject: ADA Transit Vans “Cutaway” Purchase
Author: Brian Beckstrand
Department: Transportation Department
Date: November 5, 2019
Type of Item: Consent Agenda

Summary Recommendation

Authorize the City Manager to purchase three (3) cutaway transit V10 gas vans for Americans with Disabilities Act (ADA) transportation and dial-a-ride services to replace aging equipment.

Executive Summary

Park City Transit has identified three (3) cutaways that need to be replaced per the fleet replacement plan this year or as soon as possible. The current diesel cutaways have higher than average maintenance downtime and costs from age as a result of an aftermarket four-wheel-drive system and front suspension system stress from the high weight of the diesel motors. The maintenance issues are creating a shortage of ADA vehicles available to meet current demand. Specifications have been created to alleviate these issues with lighter V10 gas engines and two-wheel-drive system that has been found to possess sufficient performance on local roads. Electric Cutaways have been available for about a year. The estimated total cost increase would be \$150,000 – \$210,000 more for the new technology. There is an urgent need for ADA coverage that will only get worse in the winter season. Based on recent experience with new electric bus reliability issues, Park City Transit does not recommend utilizing new electrics for ADA. These three gas cutaways will enable Transit to meet winter demand with reliable vehicles. The electric cutaway product is also not available on the contract source for this purchase and would cause more delay. It is recommended that Park City Transit purchase one electric cutaway next year to allow time for the technology to mature and cost to come down.

Due to the urgency of the need, the Georgia (GA) Department of Administrative Services (DOAS) State Cutaway contract was identified as a valid source. In accordance with the Federal Transit Administration’s (FTA) Fixing America’s Surface Transportation (FAST) Act of 2015, transit agencies can utilize cooperative interstate procurements to purchase capital assets without a lengthy procurement process. The GA state contract contains all required federal clauses and has met competition requirements. The Utah Department of Transportation (UDOT) and the GA state contract manager have approved Park City to use this contract. Use of this procurement vehicle is subject to Park City legal approval. Federal 5311 section grant funding will be utilized at an 80% federal and 20% local split. Total cost will be \$383,775.00. The federal split will cover \$307,020.00 and the local match will be \$76,755.00.

Acronyms

ADA – Americans with Disabilities Act

DOAS - Department of Administrative Services

FAST Act – Fixing America’s Surface Transportation Act of 2015

FTA – Federal Transit Administration

GA – Georgia

UDOT – Utah Department of Transportation

Alternatives for City Council to Consider

1. Keep Existing ADA Fleet Alternative:

Keep the current fleet of cutaways without replacement.

Pros – No significant local match payment from transit budget.

Cons – Funds will still be necessary to continually maintain and repair the current buses with decreased availability due to reliability issues. Due to decreased reliability, service level will be impacted and exacerbated with increased demand from the busy winter season.

2. Null Alternative:

Withhold approval or delay of purchase.

Pros – No significant local match payment from transit budget.

Cons – Funds will still be necessary to continually maintain and repair the current buses with decreased availability due to reliability issues. Due to decreased reliability, service level will be impacted and exacerbated with increased demand from the busy winter season.

Department Review

The City Manager's Office, Transit, and Transportation have reviewed this Staff Report. The contract documents are subject to approval by Park City Legal.

Funding Source

The \$383,775.00 will be covered 80% by a Federal Section 5311 grant at \$307,020.00. The remaining \$76,755.00 will be a local match funded by a combination of local mass transit sales tax, business license fees, and resort city sales tax.

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Jason Christensen

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Sign an Addendum, in a Form Approved by the City Attorney, with Pure Technologies d/b/a Wachs Water for Leak Detection Services for an Additional \$110,000 and a Total Not to Exceed of \$251,500.80

Suggested Action:

Attachments:

[Leak Detection Contract Staff Report](#)

City Council Staff Report

Subject: Approval Addendum #2 with Wachs Water for additional leak detection work.
Author: Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: November 21, 2019
Type of Item: Administrative

Recommendation

Authorize the City Manager to sign an addendum, in a form approved by the City Attorney, with Pure Technologies d/b/a Wachs Water for leak detection services for an additional \$110,000 and a total not to exceed of \$251,500.80.

The Opportunity

The City began proactive leak detection in 2018, and has recovered approximately 370 gallons per minute of water loss through this effort. The leak repairs to date have resulted in payback windows of under 1.5 years. Staff is recommending we accelerate this program through the proposed change order.

Background

- A focus of Park City's efforts to meet [water conservation targets](#) is reducing water loss.
- In 2018 water loss efforts resulted in [recovery of 300 gallons](#) per minute.
- 2019 efforts are still under way, but we anticipate recovery of around 70 gallons per minute.
 - o This 70 gallons per minute resulted from surveying approximately 20% of service lines.
 - o Recovery of an additional estimated 100 gallons per minute is anticipated to begin this winter with [service line replacement in Centennial Circle](#), which was identified by the [leak detection efforts in 2018](#). (pg. 47)
- Staff initially anticipated surveying 20% of service lines a year for five years, but based on success to date is recommending a change order to compress the surveying of the remaining 80% into next year.
- The remaining 80% exceeds the amount available under Council's initial authorization, and staff is recommending a change order to enable this accelerated schedule.
 - o The cost to conduct this survey did not increase due to compressing the schedule, and actually creates some savings by reducing mobilizations.
 - o The initial scope of work did not include this level of surveying as there was the possibility of not proceeding if the results did not warrant further surveying.
- Staff is also recommending adding an additional system wide survey to occur in 2021 as part of this addendum.
- Council approved the original contract amount of \$141,500.80 on [March 8, 2018](#).

- o An administrative addendum occurred on January 8, 2019 to select 20% of service lines for acoustic survey. It did not change the amount of the contract.
- Staff anticipates soliciting Requests for Proposals for additional acoustic leak detection efforts after 2021.

Funding

- This contract is paid from water user fees.
- Some of the leaks found through recent leak detection efforts have been fixed by a contractor. [See 2018 Water Improvements Project Construction Agreement Change Order No. 2](#) Additional leaks discovered with the additional surveys will also require repair and will exceed current staff's work load capacity. Additional contractor and/or staff support will be required to complete the repairs. Once we have the number of leaks to address staff will develop a plan to repair the leaks found. Funding for this effort will also be from water user fees.

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Franklin Williams

Submitting Department: Transit

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Sign the Service Provider/Professional Services Agreement in a Form Approved by the City Attorney with Avail Technologies Incorporated, in an Amount Not to Exceed \$111, 855.00 Annually, for Intelligent Transportation System (ITS) On-Call Support and Maintenance for the City-owned Avail Technologies Transit Package

Suggested Action:

Attachments:

[Avail Technologies Contract Staff Report](#)

[Exhibit A: Avail Technologies Service Contract](#)



City Council Staff Report

Subject: Technology Support Agreement
Author: Franklin Williams, IT Coordinator
Department: Public Works/ Transit
Date: November 11th, 2019
Type of Item: Administrative

Summary Recommendation

Staff recommends Council authorize the City Manager to sign a Service Provider/Professional Services Agreement, in a form approved by the City Attorney, with Avail Technologies Incorporated, in an amount not to exceed \$111,855.00 annually, for Intelligent Transportation System (ITS), on-call support, and maintenance for the City-owned Avail Technologies transit package.

The proposed Agreement secures system support for existing hardware, software, and mobile application related to automatic vehicle location (AVL), real-time bus information, computer-aided dispatch (CAD), transit routing and route design tools, transit stop signage feeds, on-board vehicle announcements and destination signs, and automatic passenger counting tools. These tools are integral to meeting federally funded transit regulations, and providing a safe, efficient, and reliable transit service to the community.

Executive Summary

The Transit department utilizes a suite of technological tools to meet various Federal requirements and provide better and more reliable public transit service. Some of those include, real time bus location and ridership counting, Computer Aided Dispatch to coordinate both ADA and Fixed Route Service, ETA information at key bus stops, language interpretation and voice recognition for bus schedule information.

To ensure the integrity of these tools, efficient dispatching, and seamless customer service, the Avail Technology is a crucial component to ensuring multiple systems work together. Avail Technologies is the single known vendor for services related to the Avail Technologies proprietary hardware and software. No other potential vendors could perform the function due to the service and proprietary materials are owned and operated by Avail.

The Opportunity

The existing hardware and software transit package commonly experiences bugs, and unforeseen obstacles that require timely resolution. The execution of the Avail Technologies Professional Services Agreement allows staff to secure support services aimed at ensuring that the system continues to function every day of the year. Without the support contract, staff anticipates potential system outages that will affect the ability for Park City Transit to deliver published service, and support the transit mobile

application, to dispatch and monitor the system, and to report data to the National Transit Database (NTD), per FTA regulations.

Background

- Park City entered into an agreement for transit technology and a CAD/AVL solution in 2011 for a three (3) year term.
- Park City renewed its agreement with Avail Technologies in 2015 for an additional three (3) years, adding additional technologies such as bus arrival estimation signs at key transit stops, mobile app enhancements, and Spanish language capabilities.
- Park City did not renew the contract at the expiration date of June 30th, 2018, due to ongoing negotiations regarding services and support. Park City entered into a monthly support agreement which continues to date. Negotiations regarding service support and available technologies are ongoing as Park City reevaluates its transit system technologies and how to best support the needs and goals of the city and community.
- The current PSA contract is for services from June 30th 2019 to June 30th 2020. Upon completion of this agreement, any payments made during the overlapping dates of this agreement and the monthly agreement will be deducted from the total.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Staff recommends that Council consider authorizing the City Manager to execute the Professional Services Agreement, in a form approved by the City Attorney, with Avail Technologies Incorporated, for warranty and support, in an amount not to exceed \$111, 855.00 annually.

Pros

- a. This contract supports staff and community in the quick resolution of transit technology challenges.
- b. Increased support includes 24/7 help desk support, training, bug fixes, hardware warranty, and mobile application assistance.

Cons

- a. The proposed contract will result in spending from the City budget.

Consequences of Selecting This Alternative

Selection of the staff recommended alternative will result in the authorization of the City Manager to sign the Professional Services Agreement in a form approved by the City Attorney with Avail Technologies, which will result in service and support for transit technologies, and spending from the City budget.

2. **Deny the Item Alternative:** Council could choose to not authorize the Professional Services Agreement with Avail Technologies and there will be no immediate support available for transit system technologies. Staff does not recommend this alternative.

Pros

There would be no spending in this area.

Cons

Challenges and bugs related to the transit technologies would be addressed at the time of failure and would require staff, at the time of failure, to seek a revised support agreement. This path would result in substantial delays to acquiring service and

support, resulting in potential days or weeks of system outages. Staff does not recommend this alternative.

3. **Continue the Item Alternative:** Council could choose to continue the item. Staff does not recommend this alternative.

Cons

Continuing may result in a delay in support services.

Department Review

This document was reviewed by Transportation/Public Works, Executive, Legal, IT and Budget.

Funding Source

Funding for this project is available from Operating Budget funds.

Attachments

- A Professional Services Agreement, Avail Technologies, Inc.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of November, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and AVAIL TECHNOLOGIES, INC., a Pennsylvania 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.

WHEREAS, this Service Provider/Professional Services Agreement supersedes/replaces any and all prior agreements.

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 **One Hundred Eleven Thousand Eight Hundred Fifty Five Dollars (\$111,855.00)**.

Service Provider shall abide by the requirements in "**Exhibit B**" Technology Support, Infrastructure & Security" which is attached hereto and incorporated herein.

To the extent "**Exhibit A**" Scope of Services and "**Exhibit C**" Maintenance and Support Agreement conflict with this Service Provider/Professional Services Agreement, this Service Provider/Professional Services Agreement shall control.

The City has designated Alfred Knotts, 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 which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on June 30, 2020, or earlier, unless extended by mutual written agreement of the Parties.

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 "D," 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 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.

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.

- 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 Annotated, 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 and 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.

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:

- 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 limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. 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 and 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 limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. Data Breach and Privacy / Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of the Service Provider's computer systems or the City's systems due to the actions of the Service Provider which results in unauthorized access to the

City's data. The limit applicable to this policy shall be no less than Five Million Dollars (\$3,000,000) per occurrence, and must apply to incidents related to the Cyber Theft of the City's property, including but not limited to money and securities.

- F. Technology Errors and Omissions Insurance with a limit of no less than Five Million Dollars (\$3,000,000) for damages arising from computer related services including but not limited to the following:
- Consulting;
 - Data Processing;
 - Programming;
 - System Integration;
 - Hardware or Software Development;
 - Installation;
 - Distribution or Maintenance;
 - Systems Analysis Or Design;
 - Training; and
 - Staffing or Other Support Services.

The policy shall include coverage for third party fidelity including cyber theft. It is acceptable that the Data Breach and Privacy / Cyber Liability Insurance and Technology Errors and Omissions insurance be provided on the same policy. All policies must include a waiver of subrogation in favor of the City.

- G. The City shall also be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed 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.

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.

- H. 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.

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 equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 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.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic

information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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 consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- 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, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 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. 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 on the last page of this Agreement. 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 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.

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.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

Provider Professional Services Agreement – Cyber 12-05-18

SERVICE PROVIDER:

AVAIL TECHNOLOGIES, INC., a
Pennsylvania corporation
1960 Old Gatesburg Road
State College, PA. 16803-2241

Tax ID#: 25-1831158
PC Business License# BL_____

Signature

Printed Name

Title

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 2019, _____
personally appeared before me, whose identity is personally known to me or proven on
the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that
he/she is the _____ (*Title or Office*) of Avail
Technologies, Inc., a Pennsylvania corporation and that said document was signed by
him/her on behalf of said corporation by authority of its Bylaws, or Resolution of its
Board of Directors, and he/she acknowledged to me that he/she executed the
_____ (name of document being signed).

Notary Public

EXHIBIT “A”

SCOPE OF SERVICES

ITS SYSTEM MAINTENANCE & SOFTWARE UPGRADE PLAN

Avail offers a comprehensive Maintenance & Software Upgrade plan designed to protect the Intelligent Transportation System (ITS) technology solution investment. Today’s modern Public Transportation Agency relies on these technologies to help them provide the most safe, efficient, and reliable service to their clients that depend on them. Following the latest FTA best-practices, our plan ensures that through continued maintenance the ITS investment will not only serve you and your passengers reliably for many years to come, but that it will be the only ITS system you will ever need to invest in.

Our plan is comprised of three (3) key components, each with numerous benefits:

1. Traditional & Extended Warranty & Support plan to ensure the reliability of your system

▮ *Includes standard phone, email, and remote debugging support*

▮ *Includes 24/7 Support*

▮ *Includes software bug fixes and hardware RMA return and repair*

2. Software Upgrades to keep your software current with the latest features

▮ *Includes upgrades to major release of software*

▮ *Includes training on new features and reports*

3. Exclusive Follow-on Adoption Support Training (FAST) to ensure the technologies are fully adopted for maximum return on your technology investment

▮ *Includes creation and maintenance of a long-term technology plan to ensure the technologies will continue to support you as your operational needs change*

▮ *Includes onsite follow-up training (at least one 2-day visit annually) and unlimited remote training sessions*

▮ *Includes invitation to Annual FAST user conference*

EXHIBIT “B”

Technology Support, Infrastructure & Security

1. Definitions

“City Data” / “information” is any data provided, shared, created or managed by the City.

“Service Provider” Is the contract holder that manages employees, contractors or affiliates having access to PCMC infrastructure or data for specific defined purpose.

“Process, Processed, or Processing” means any operation or set of operations performed upon City Data, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying the data.

“Data Masking” The process of modifying records to conceal City Data, especially when such records are copied from a production environment to a non-production environment.

“The Information Technology Department” is responsible for the administration of this policy. If you have any questions regarding this policy, please contact the Information Technology Department 435-615-5123, 5123@parkcity.org.

“Service Provider’s Third Party Security Auditor” is defined as a third party organization which provides security audits of Service Provider’s Information Processing Systems.

“Provider” is defined as any company supplying a service for Service Provider’s Information Processing System (such as a Data Center, Managed Service, or Data Circuit).

“Security Breach” is defined as an unauthorized access to Service Provider’s software or Data Center facilities, Information Processing Systems or networks used to service, store, or access City Data.

“Sensitive Information” is defined as any Personally Identifiable Information or any information not publicly available (i.e. – clients, passwords, financial information, employee information, schedules, technology infrastructure, closed reports, draft notes, etc.).

“Written Request of the City” is defined as a request received by Service Provider by a City on official letter head signed by an officer of the City.

2. Information Classification

Classification is used to promote proper controls for safeguarding the confidentiality of information. Regardless of classification the integrity and accuracy of all classifications of information must be protected. The classification assigned and the related controls applied are dependent on the sensitivity of the information. Information must be classified according to the most sensitive detail it includes. Information recorded in several formats (e.g., source document, electronic record, report) must have the same classification regardless of format. The following levels are to be used when classifying information:

3. Internal Information

Internal Information is intended for unrestricted use within PCMC, and in some cases within affiliated organizations such as Service Provider business partners for non-sales purposes. This type of information is already widely-distributed within PCMC, or it could be so distributed within the organization without advance permission from the information owner. Examples of Internal Information may include: personnel directories, internal policies and procedures, most internal electronic mail messages.

Any information not explicitly classified as Sensitive Information, PII or Public will, by default, be classified as Internal Information.

Unauthorized disclosure of this information is not permitted.

4. Public Information

Public Information has been specifically approved for public release by a designated authority within each entity of Service Provider. Examples of Public Information may include material posted to approved public internet web pages.

This information may be disclosed outside of Service Provider.

5. Security Policy

Formal Security Policy. Consistent with the requirement of this Document, Service Provider will create and provide to City an information security policy that is approved by Service Provider's management, published and communicated and agreed to be adhered to by all Service Provider's employees, contractors and affiliates.

Security Policy Review. Service Provider will review the information security policy at planned intervals or if significant changes occur to ensure its continuing suitability, adequacy, and effectiveness and may revise such policy, from time to time. Changes resulting in a lower standard of security or service must be agreed to by PCMC prior to adoption.

6. Asset Management

Acceptable Use. Service Provider will implement policies and procedures for the acceptable use of information and assets which is no less restrictive than industry best practice for the classification of such Information and consistent with the requirements of this Document.

Equipment Use While on City Premises. While on City's premises, Service Provider will not connect hardware (physically or via a wireless connection) to City internal systems or networks unless necessary for Service Provider to perform Processing under this Document. This hardware is subject to be inspected and, or, scanned by PCMC IT Department directly or by automated means before use.

Personally-owned Equipment: Sensitive Information, with the exception of Business Contact Information, may not be stored on any employee owned equipment.

7. Human Resources Security

Removal of Access Rights. The access rights of all Service Provider employees to Service Provider Information Processing Systems or media containing Sensitive Information will be removed immediately upon termination of their employment, contract or agreement, or adjusted upon change.

8. Physical and Environmental Security

Secure Areas. Service Provider will secure all areas, including loading docks, holding areas, telecommunications areas, cabling areas and off-site areas that contain Information Processing Systems or media containing information by the use of appropriate security controls in order to ensure that only authorized personnel are allowed access and to prevent damage and interference. The following controls will be implemented:

Visitors to secure areas will be supervised.

9. Geographic Data Centers

Service Provider's data centers are geographically distributed and employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at each Service Provider data center include the following: custom designed electronic card access control systems, alarm systems, interior and exterior cameras, and security guards. Access to areas where systems, or system components, are installed or stored are segregated from general office and public areas such as lobbies. The areas are centrally monitored for suspicious activity, and the facilities are routinely patrolled by security guards.

10. Environmental Security

Service Provider will protect equipment from power failures and other disruptions caused by failures in supporting utilities. To minimize service interruption due to hardware failure, natural disaster, or other catastrophe, Service Provider implements a disaster recovery program at all of its data centers. This program includes multiple components to minimize the risk of any single point of failure.

11. Role Based Access

Service Provider restricts access to its data centers based on role, not position. As a result, most senior executives at Service Provider do not have access to Service Provider data centers

12. Communications and Operations Management

Protections Against Malicious Code. Service Provider will implement detection, prevention, and recovery controls to protect against malicious software, which is no less than current industry best practice and perform appropriate employee training on the prevention and detection of malicious software.

Back-ups. Service Provider will perform appropriate back-ups of Service Provider Information Processing Systems and media containing City Data every business day with end-of-month copy stored for 1-year in order ensuring services and service levels described in this Document. Service Provider maintains a plan for responding to a system emergency or other occurrence (for example, fire, vandalism, system failure and natural disaster) that damages systems that contain Sensitive Information and Internal Information.

Media Handling. Service Provider will protect against unauthorized access or misuse of City Data contained on media.

Media and Information Disposal. Service Provider will securely and safely dispose of media containing Sensitive Information:

Maintaining a secured disposal log that provides an audit trail of disposal activities.

13. Exchange of Information

To protect confidentiality and integrity of Sensitive Information in transit, Service Provider will:

Perform an inventory, analysis, and risk assessment of all data exchange channels (including, but not limited to , SFTP, HTTP, HTTPS, SMTP, modem and fax) to identify and mitigate risks to Sensitive Information from these channels.

Monitor and inspect all data exchange channels to detect unauthorized information releases.

Ensure that appropriate security controls using approved data exchange channels are employed when exchanging Sensitive Information.

14. Monitoring

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Employ current industry best practice security controls and tools to monitor Information Processing Systems and log user activities, exceptions, unauthorized information processing activities, suspicious activities and information security events. Logging facilities and log information will be protected against tampering and unauthorized access. Logs will be kept for at least 180 days.

Perform frequent reviews of logs and take necessary actions to protect against unauthorized access and implement policy and infrastructure as needed.

At Written Request of the City, make logs available to City to assist in investigations.

Ensure that the time clocks of all relevant Information Processing Systems are synchronized using a national or international time source.

Ensure common configuration and patch management information is maintained.

Based on the periodic assessment, measures will be implemented that reduce the impact of the threats by reducing the amount and scope of the vulnerabilities.

15. Access Control

User Access Management. To protect against unauthorized access or misuse of Sensitive Information a formal user registration and de-registration procedure for granting and revoking access and access rights to all Service Provider Information Processing Systems.

Employ a formal password management process using authentication and authorization controls that are designed to protect against unauthorized access.

Perform recurring reviews of Service Provider employees' access and access rights to ensure that they are appropriate for the users' role.

16. User Responsibilities

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that Service Provider Information Processing Systems users follow current security practices in the selection and use of sufficiently strong passwords.

Ensure that unattended equipment has appropriate protection to prohibit access and use by unauthorized individuals.

Ensure that Sensitive Information contained at employee workstations, including but not limited to paper and media display screens, is protected from unauthorized access and/or utilizes Data Masking.

17. Network Access Control

Access to internal, external and public network services that allow access to Service Provider Information Processing Systems shall be controlled. Service Provider will:

Ensure that current industry best practice standard authentication mechanisms for network users and equipment are in place and updated as necessary.

Ensure electronic perimeter controls are in place to protect Service Provider Information Processing Systems from unauthorized access.

Ensure sufficient authentication methods are used to control access by remote users.

Ensure physical and logical access to diagnostic and configuration ports is controlled.

18. Operating System Access Control

To protect against unauthorized access or misuse of Sensitive Information residing on Service Provider Information Processing Systems, Service Provider will:

Ensure that access to operating systems is controlled by a secure log-on procedure and limited to role based necessity.

Ensure that Service Provider Information Processing System users have a unique identifier (user ID). This account is used to identify each person's activity on Service Provider's Information Processing Systems network, including any access to employee or City data.

Ensure that the use of utility programs that are capable of overriding system and application controls are highly restricted and tightly controlled, with access limited to those employees whose specific job function requires such access.

Ensure that inactive sessions are automatically terminated when technically possible after a defined period of inactivity.

Employ idle time-based restrictions on connection times when technically possible to provide additional security for high risk applications.

Ensure that current industry best practice standard authentication mechanisms for wireless network users and equipment are in place and updated as necessary.

Ensure authentication methods are used to control access by remote users, with unique User Identifiers.

19. Information Systems Acquisition, Development and Maintenance

Security of System Files. To protect City Information Processing Systems and system files containing information, Service Provider will ensure that access to source code is restricted to authorized users whose specific job function necessitates such access.

Security in Development and Support Processes. To protect City information Processing Systems and system files containing Sensitive Information, Service Provider will:

Employ industry best practice security controls to minimize information dissemination.

Employ oversight quality controls and security management of outsourced software development.

Employ regular code reviews covering security vulnerabilities, including but not limited to buffer overflow, SQL injection, input validation, and commonly used vector attacks.

20. Information Security Incident Management

Reporting Information Security Events and Weaknesses. To protect City Information Processing Systems and system files containing information, Service Provider will:

Implement a process to ensure that Information Security Events and Security Breaches are reported through appropriate management channels as quickly as possible.

Train all employees, contractors, users of information systems and services regarding the report of any observed or suspected Information Security Events and Security Breaches.

Notify City by email or phone as soon as possible of all Information Security Events and Security Breaches. Following any such event or breach, Service Provider will promptly notify City whether or not Sensitive Information was compromised or released to unauthorized parties, the data affected and/or the details of the event or breach.

21. Business Continuity Management

Business Continuity Management Program. To ensure services and service levels described in this Document, Service Provider will:

Develop and maintain a process for business continuity throughout the organization that

addresses the information security requirements needed for Service Provider's and its Providers' business continuity so that the provision of products and/or services provided is uninterrupted.

Maintain efforts to identify events that may cause interruptions to business processes, along with the probability and impact of such interruptions and the consequences for information security.

Develop and implement plans to maintain or restore operations and ensure availability of information at the required level and in the required time scales following interruption to, or failure of, critical business processes and provide City a copy of the same upon Written Request of the City.

Disaster Recovery. Service Provider has appropriate and reasonable disaster recovery measures in place designed to prevent any interruptions in Service to the City. Service Provider has established disaster contingency plans governing processes following a breach incident, which in particular address the following issues: (i) safety of personnel and third parties, (ii) losses of communications capability (e.g., voice, fax, data), (iii) loss of computer processing capabilities, and (iv) loss of access to physical office facilities.

22. Security Assessments

Initial and Recurring Security Assessments. Service Provider's Third-Party Security Auditor shall perform weekly static scans, monthly dynamic scans, and annual penetration testing. The results of these audits are available to Service Provider and the City with execution a Confidentiality Agreement with Service Provider.

EXHIBIT "C"

Maintenance and Support Agreement

THIS MAINTENANCE AND SUPPORT AGREEMENT ("AGREEMENT"), by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, located at 1053 Ironhorse Drive, Park City UT 84060 (hereinafter "PROPERTY "), and AVAIL TECHNOLOGIES, INC., a Pennsylvania corporation, located at 1960 Old Gatesburg Road, Suite 200, State College, PA 16803, (hereinafter called "AVAIL"), collectively referred to as (the "PARTIES"), shall become effective the start of Operational Test.

WHEREAS, AVAIL has licensed to the PROPERTY certain systems as specified in the Software License Agreement (Exhibit E) of near or even date herewith (the "License Agreement") and PROPERTY wishes to have AVAIL perform maintenance services on the software and associated hardware of the licensed systems pursuant to the following terms and conditions and the terms and conditions of the License Agreement:

1. Description and Term

a. Systems Covered

The materials covered in this Agreement are the hardware and software required for deployment of the AVAIL Intelligent Transportation System (ITS). The software which includes AVAIL's myAvail Software Suite ("Software"), is defined and more fully described in, and subject to, the signed Software License Agreement, as updated with any improvements or modifications furnished to PROPERTY hereunder.

b. Sites

1053 Iron Horse Drive
Park City, UT 84060

c. Term

The initial term shall be for one year (1), ending upon the Support Date, _____, 2020. The Agreement shall be reviewed by both Parties for any renewal of term at least sixty (60) days prior to the expiration of the current term.

2. Definitions

- a. "Specifications" shall mean the documentation to which the Software must conform as set forth in the license Agreement;
- b. "Error" shall mean a material and reproducible failure of the Software to function in conformity with the Specifications.
- c. "Additional Services" shall mean any service that is not covered by this Agreement;
- d. "Hosted Support" shall mean AVAIL will house, implement, maintain and backup the customer fixed-end system on AVAIL owned (or leased) equipment for the duration of the contract period.
- e. "Anniversary" shall mean the beginning date of the support period and the annual occurrence of that date for the duration of the defined support period.
- f. "Current Support Period" shall mean the inclusive dates of support as provided in Sec 1.c

3. Customer Support Plans

- a. Customer has elected the level of support as defined in Figure 1.

4. AVAIL Responsibilities

During the term of this Agreement, AVAIL shall provide the following support measures.

- a. There are two (2) problem resolution standards for the levels of support (See Figure 1):
 1. General Provision:
 - i. Telephone hot line access for problem and error reporting and response of diagnostic services (814-234-3394 x1050);
 - ii. Ability to initiate support requests via e-mail to Support@Availtec.com; and
 - iii. AVAIL shall staff their Call Center during regular business hours (see Figure 1). In case of a support call, AVAIL will want to collect the pertinent information as soon as practical. In the event that AVAIL cannot answer the initial call, a voicemail service shall be operative as a backup system.
 2. Routine Care – (as defined in Figure 2)
 - i. AVAIL shall respond to the call as stated in Figure 2;
 - ii. The problem will be entered into the AVAIL tracking system, entering the Caller's Name, Property Name and Contact Phone Number;
 - iii. AVAIL shall keep PROPERTY advised of a plan for resolution of the error as soon as practical; and
 - iv. If the error occurs after AVAIL business hours, the Caller shall still leave a voice message with the same information as listed above.
 3. Urgent Care – (as defined in Figure 2)
 - i. AVAIL will respond to a call as stated in Figure 2;
 - ii. Upon receipt of the call, the Support Team will immediately begin to assess the error and begin the process of resolving the problem. Resolution shall be conveyed to PROPERTY as soon as practical;
 - iii. The error will be entered into the AVAIL tracking system; and
 - iv. On-site response for requests for remedial support and diagnostic repair services in response to shall be pursuant to Figure 2 of this Agreement.
 4. System Self-Diagnostics and Self-Healing capabilities
 - i. Through the use of a sophisticated software monitoring system, the system will notify the operations staff of potential system degradation and alert the on-call staff via message 24 hours / 7 days a week; and
 - ii. Through these same techniques, the system has the capability to self-heal processes that have stalled or failed.

5. PROPERTY Responsibilities

PROPERTY shall give AVAIL their full cooperation to facilitate proper and prompt performance of the Support Services and any additional services that the PARTIES agree to.

PROPERTY shall provide:

- a. A key technical contact that shall be familiar with the System to provide adequate information and feedback in order to facilitate problem reporting and resolution;
- b. The key technical contact will be aware of the terms and conditions under which AVAIL Systems provides after hours support;
- c. Promptly notify AVAIL of any error in the System;

- d. Provide sufficient information for AVAIL to effectively diagnose errors including a detailed description of the issue in text format, an explanation of what the user was doing when the issue occurred, any error messages that the system returned, screen shot images of the error, the current status of the system, a determination if the system is functional, and a state retrieval, if requested;
- e. Permit AVAIL to take such reasonable steps as AVAIL shall consider necessary to remedy any errors;
- f. Allow AVAIL prompt and reasonable access to:
 - (i) The Software and ITS Server system through a Virtual Private Network (VPN) in case of primary server hardware failure and access to other 3rd party systems such as the communications network provider, as described in the IT/IS Vendor Guidelines as presented in the contract.
 - (ii) PROPERTY's physical sites, at the locations specified in the Support Plan of this Maintenance and Support Agreement.
 - (iii) Provide a safe and secure work environment at the site(s) for AVAIL's authorized personnel performing Support Services and additional services on-site.

PROPERTY shall not permit any person other than authorized AVAIL personnel to make corrections or in any way modify the Software. Any work, repair, replacement, remedial support, emergency support, or correction in violation of this provision shall be considered additional services.

6. Software Maintenance

AVAIL shall notify and make available to the PROPERTY all Purchased Feature Enhancement and Bug Fixes to the software for the current software license. The nature and extent of the elements to be included or covered in any Enhancement, or Bug Fix shall be determined solely by AVAIL.

Purchased Feature Enhancements and Bug Fixes will be made available to the PROPERTY at no additional charge other than the costs for additional hardware, configuration, integration, testing, travel and lodging and per diem, provided they are current in their payment for Maintenance and Support fees.

In the event the PROPERTY has elected not to pay the Maintenance and Support Fees, they may obtain updates of a Purchased Feature Enhancements and Bug Fixes by paying the aggregate annual Maintenance and Support Fees which would otherwise have been due from the date of discontinued Maintenance and Support Services to the date such Purchased Feature Enhancement or Bug Fixes becomes generally available.

As soon as practical, AVAIL will provide the PROPERTY with information relating to any software New Features during the term of this Agreement. New Feature Purchase shall be negotiated and agreed to in writing, between the PARTIES, prior to any work beginning on the requested task. All efforts shall be made by the PROPERTY to provide AVAIL access to the individual Software server through the VPN process. Any New Feature Purchases, Purchased Feature Enhancement and Bug Fixes provided shall be governed by all of the terms and provisions of this Agreement.

Upon notification, the PROPERTY shall have six (6) months from receipt of such notice to authorize AVAIL to deliver the product, provided they are current in their payment for support fees. All New Feature Purchases, Purchased Feature Enhancements, or Bug Fixes provided, shall be considered Software for purposes of the Software License Agreement and this Maintenance and Support Agreement.

AVAIL agrees to provide to the PROPERTY the elected level of support as defined in Section 3.a. (see Figure 1) for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this Agreement or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Maintenance and Support Charges hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

AVAIL agrees to provide to the PROPERTY the Level of Support as stated in Figure 1 for the Software and any subsequent upgrades during the full term of this Agreement (including all renewals) through the end of this Agreement or any subsequent extension of Maintenance and Support Services; provided that the PROPERTY has paid the applicable Support Charges hereunder as and when they become due. AVAIL agrees that its failure to continue to provide such support shall constitute a material breach of this Agreement.

7. Maintenance and Support Services

- a. PROPERTY shall pay the Maintenance and Support charges set forth, and PROPERTY will receive technical support for the term of this Agreement;
- b. Provided PROPERTY has paid the applicable Maintenance and Support, AVAIL shall support the Hardware and Software as set forth in this Agreement and as defined below;
- c. Corrections - For a period of Twelve (12) months following the release of a Major Release upgrade, AVAIL will use reasonable efforts to support any previous Release of that Software program. AVAIL shall advise PROPERTY as soon as practical, of the intention to discontinue support services of any version of AVAIL software currently in use by PROPERTY. AVAIL shall also maintain this requirement for the subcontractors they use for this Project; and
- d. AVAIL shall have no obligation to correct problems which are traced to any PROPERTY errors, modifications, enhancements, software or hardware.

In the event that AVAIL provides any additional services requested by PROPERTY, AVAIL shall invoice for such additional services based upon its then-current time and material rates. PROPERTY shall pay all charges for such additional services within thirty (30) days from the date of invoice. Charges for additional services may include fees for labor, materials, hardware components, shipping, software, documentation, and/or other products or services and associated expenses, including reasonable travel expenses incurred by AVAIL when providing additional services at PROPERTY's request.

Additional Maintenance and Support, which shall follow the completion of the three (3) years of support may be extended for an agreed upon timeframe by the PARTIES. The cost would be at AVAIL's then-current standard Maintenance and Support Fees for as long as AVAIL offers such support. The intent is to make payment of the applicable fees in advance of each anniversary of the completion date. If PROPERTY purchases Maintenance and Support for any copy of the Software, it must purchase Maintenance and Support for all licenses of such Software unless PROPERTY has discontinued the use of certain licensees within the Avail Suite of purchased and installed modules.

8. Travel Expenses

PROPERTY will reimburse AVAIL for any reasonable out-of-pocket expenses deemed appropriate and as approved in writing by PROPERTY's staff assigned to this project, including airfare, travel to and from PROPERTY's site, lodging, meals and shipping, as may be necessary in connection with the duties performed under this Agreement by AVAIL. Appropriate expenses shall be limited to those incurred on site visits associated with the performance of this Agreement which shall receive prior approval from PROPERTY. AVAIL shall submit requests for reimbursement to PROPERTY. Such requests shall be accompanied by documentation substantiating the expense. Invoices for these expenses shall be presented to PROPERTY by AVAIL within fifteen (15) days of the end of the month.

9. Confidentiality

The Confidentiality provision of the Software license Agreement is hereby incorporated by reference into this Agreement.

10. Maintenance and Support

AVAIL represents to PROPERTY that all services provided hereunder will be performed in a workmanlike manner.

This Maintenance and Support Agreement includes the software and hardware listed below for this entire term. If during the period of this Maintenance and Support Agreement, any software or device

of the System were to become obsolete, AVAIL agrees to work with PROPERTY to provide a replacement device and to ensure its downward compatibility with the rest of the deployed system.

11. System Support:

AVAIL will provide remote and, if necessary, on-site system support as per Section 11.C, for the term specified in this Agreement, for all software initially provided by AVAIL for sustaining the accepted system configuration as follows:

- a. AVAIL will provide consultation to PROPERTY's Key Technical Contact by Phone and Remote Diagnostic System Support to:
 1. Facilitate remote troubleshooting and solution implementation
 - i. Acquire and review data logs for problem identification via remote access line;
 - ii. Provide problem analysis and possible resolution;
 - iii. Diagnose reported software and system problems. PROPERTY must maintain remote access capability for AVAIL. Remote access will be via a VPN connection;
 - iv. Assist in arranging for service and support of non-warranted components. AVAIL can, at PROPERTY's written request, provide non-warranted service and support. (i.e., LAN interface to the Communications system and Installation/ Removal Services). AVAIL will not be responsible for the service call or system repair costs. Such costs will be billed to PROPERTY.
 2. Exceptions:
 - i. If it is determined by AVAIL that a system problem was not due to an AVAIL installed component, PROPERTY will be responsible for all engineering and technical support, time and material costs. All labor will be charged at AVAIL's prevailing rates; and
 - ii. On-site support is not included in the offer but is available on a time and material basis. However, AVAIL will provide remote support to PROPERTY without additional charge.

12. Maintenance and Support Components

- a. Software (includes all applicable license fees):

Software
myAvail DataPoint
myAvail Replay
myAvail TALE
myAvail RTPi
VitalPoint
myAvail Dispatch
myAvail TIDS Prediction Engine
myStop Web – site license, internet application
myStop Text
myStop iPhone App
myStop Android Web
myStop Alerts
myStop Subscription
Adept

Software
UnifiedDispatch

b. Covered Hardware Equipment:

Vehicle Hardware	Quantity
Vehicle Logic Unit – IEB	14
In-Vehicle Unit (IVU)	29
V9000's	19
mSlates	29
Annunciators	5
APC's	34
RCU	29
Audio Amplifier	29
Sunrise Interior Signs	31
Wayside Sides – LED Outdoor	10
Cradlepoint	7
Smart Card Reader	3

c. Products deemed defective will be repaired at no additional cost for parts, material and labor. Products will be replaced, instead of repaired, at AVAIL discretion.

d. System Maintenance:

1. PROPERTY is responsible for equipment replacements as required for all installed equipment including:
 - i. In-Vehicle Equipment;
 - ii. Wireless Modem;
 - iii. Wireless LAN; and
 - iv. Wayside Sign Component modules.
2. System Maintenance includes removal of equipment, replacement with a spare, initial triage diagnostics and shipping to a designated repair point. Any item to AVAIL must follow AVAIL's RMA procedures;
 - i. PROPERTY is responsible for shipping cost to AVAIL or designated repair point. Return shipment to PROPERTY is at AVAIL's expense.

e. Exceptions:

1. Non-technical hardware items such as batteries, racks, cables, connectors, mounts, handsets, speakers, antennas, sign audio buttons, KVM switches, network switches, memory storage media, panels and punch blocks are wear items and are not covered beyond the Vehicle Installation Support;
2. AVAIL is not responsible for:
 - i. Products that are not used and serviced according to the training and instructions provided by AVAIL;
 - ii. Products that have been altered, repaired or modified without prior consent from AVAIL;
 - iii. Products damaged by any third-party equipment or intervention, force of nature or other conditions not in AVAIL's control;
 - iv. Products damaged due to negligence or abuse;
 - v. Cost, loss or damages resulting from the use of AVAIL supplied products, including but not limited to, loss of time, inconvenience and loss of production;

- vi. Shipping and shipping related costs of products mailed to AVAIL;
 - vii. Products damaged during the shipping process to AVAIL;
 - viii. Cost associated with parts, materials and labor provided by PROPERTY's Maintenance personnel.
 - ix. Repair, replacement and/or RMA of products that are purchased by PROPERTY from vendors that are not affiliated or part of AVAIL.
- 3. AVAIL may evaluate items not covered under the Maintenance and Support Agreement and an assessment will be provided to PROPERTY. If PROPERTY agrees with the assessment, they will be charged for the labor to complete the evaluation, shipping and shipping related costs, parts and materials used and repair labor. If PROPERTY elects not to repair the item, only the labor required for the assessment will be charged. All labor is charged at AVAIL's prevailing rates for the required skill level.
- f. Time and Material Charges for Non-Supported Hardware Repairs or Support:
 - 1. To maintain system support coverage, all systems hardware must be returned to AVAIL for repair or approved for repair by AVAIL at a specified repair facility;
 - 2. Any returned unit may be repaired or replaced at the sole discretion of AVAIL;
 - 3. AVAIL will charge a minimum of one (1) hour for each issue or return with subsequent increments billed at one-quarter (1/4) hour intervals at AVAIL's prevailing rate charges (Please refer to Figure 1);
 - 4. Charges for non-supported repair/replacement or support will include the prevailing Preferred Customer rates (subjected to periodic updates).
 - 5. Travel and associated travel labor costs for on-site work (if required) are not included and will be invoiced to PROPERTY at travel costs shall be pursuant to Section 8 of this Maintenance and Support Agreement. An estimate of on-site costs will be provided prior to any travel expenses being incurred.
- g. Installation
 - 1. Vehicle Installation 90 – Days
- h. Cellular Communications Service – N/A
- i. System Maintenance Logging
 - 1. All system maintenance or repair information, whether Hardware or Software, is collected and recorded via CRM Case Logs entry, RMA Tracking for Hardware and Configuration Management tools for Software.
- j. Limits of Maintenance and Support Plan

The maintenance and support set forth in this Agreement is a limited maintenance and support plan. The hardware and software, included under the initial installation, new feature purchases, purchased feature enhancements or bug fixes, are subject to the representations, warranties, indemnifications, limitations and disclaimers set forth in the license agreement.

Figure 1 - Maintenance and Support Plan

Available Customer Support Plans

Plan	Description	
Standard Business Hours Support	• Routine Care and Urgent Care are provided during standard business hours. Progress updates provided every two (2) <u>business</u> hours. • If needed for a non-covered item, Time and Material charge mechanism must be in place <u>before</u> work will commence	• Included in this Agreement
Extended Hours Support	• Urgent Care response 24/7 access to the Avail Support Team which includes Standard Business Hours Support and all NON-business hours of coverage to support Urgent Care needs. • A customer support line to contact the on-duty support engineer at Avail. • The continuation of Urgent Care resolution after Standard Business Hours. • Progress updates provided every 2nd hour (or as agreed by your team).	• Included in this Agreement
Hosted System	• Includes all features of Standard Business Hour Support and Extended Hours Support. • Avail operates and maintains the fixed end computer system in our dedicated data center operation. • Avail connects to your high-speed communications interface provider. • Avail maintains system backup services and operational system redundancy. • Includes system hardware maintenance and software release maintenance and upgrades. • Avail provides the staff for operation and maintenance of the computer system at the hosted location.	• Included in this Agreement

Figure 2 - Maintenance and Support Plan
Problem Resolution Standards

Level	Definition	Target Action
Routine Care	• Production use of the system is possible, but a business function is disabled and no workaround exists; and • This category also applies to problems which severely impact the progress of an implementation project where no workaround exists.	• Initial response <u>within four(4) business hours</u>; • Resource assigned within a day and remains assigned until resolution; • Activity to resolve problem during business hours; and • Target Resolution: seventy two (72) hours.
Urgent Care	• Business Critical – Production use of the system is not possible; • No communication with vehicles and no workaround exists; and • PROPERTY requires resolution urgently due to financial, legal and public risk exposure.	• Initial response <u>within (1) one business hour</u> for Standard Business Hours Support; • Extended Hours Support response time <u>will be one (1) hour</u> • Resource assigned immediately and remains assigned until resolution; • Immediate activity to resolve problem; and • Target Resolution: twenty four (24) hours.

Prevailing Labor Charges for non-Supported Repairs and Services

1. Software Engineer - \$161.00/hour
2. Technician - \$92.00/hour

Rates are subject to periodic review and adjustment. Changes to the rate, if any, will occur no more frequently than annually.

Reporting Process:

1. Contact the Call Center and register problem with system - (814)-234-3394 (extension 1050).
2. If no answer at the Call Center, be sure to leave caller name, property name and contact phone number, description of problem.
3. Alternate contact:
 - a. E-mail- support@availtec.com
 - b. 24/7 Support – Call 814-234-3394 x1050, when asked for pin #, enter 7111

Standard Business Hours:

1. Monday through Friday;
2. 7:30 AM to 6:30 PM EST;
3. National holidays excluded.
 - a. January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving and the following Friday, and December 25th. (NOTE: If the Holiday falls on a Saturday, AVAIL is closed on the preceding Friday. If a Holiday falls on a Sunday, AVAIL is closed on the following Monday).

Work Flow:

Upon receipt of an issue, AVAIL support staff will begin documentation of the issue. The documentation shall record all pertinent information that has been received either by telephone or email. Following completion of the gathering of information regarding the problem, AVAIL support staff will categorize the issue and communicate the target action back to PROPERTY contact.

Once a problem has been identified, AVAIL support staff will work with AVAIL or third-party engineering staff to determine an appropriate solution timeframe. Once the solution has been tested and proven viable, AVAIL support staff will contact PROPERTY to make arrangements for implementation. In the event that the solution cannot be tested and implemented within the timeframe that was initially communicated to PROPERTY, AVAIL support staff will attempt to implement a workaround for PROPERTY while pursuing resolution. In all cases, AVAIL will attempt to minimize the amount of time necessary to resolve the issue.

If AVAIL personnel cannot recreate the problem in the lab configuration, additional information may be required from PROPERTY. This may include but is not limited to screen shots in .bmp or .jpg format and/or retrieval of files from the affected software.

AVAIL will endeavor to resolve any system problems remotely through use of a Virtual Private Network (VPN). If both parties deem it necessary to travel to PROPERTY premises to resolve the problem, the on-site engineering /technical support services are included in this Agreement. The cost for the travel and living expenses shall be agreed upon in advance in writing between the PARTIES. The engineering/technical support services rendered will be billed to PROPERTY if it is determined while on site that the problem resolution was not due to AVAIL's inability to re-create and resolve the problem remotely.

Authorization

Avail Technologies, Inc.

Park City Municipal Corporation

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

EXHIBIT “D”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Any “extra” work shall be approved in advance in writing by the City.

EXHIBIT “E”

SAMPLE Software License Agreement (Trade Secret)

Avail Technologies, Inc. and Park City Municipal Corporation

THIS SOFTWARE LICENSE AGREEMENT (the “Agreement”) is made and entered into effective as of November ____, 2019 (the “Effective Date”), by and between Avail Technologies, Inc., a Pennsylvania Corporation (“Avail”) and Park City Municipal Corporation (“Licensee”). [Hereinafter each may be referred to as a “Party” or collectively as the “Parties”].

WHEREAS, Avail is the owner of the Software (as defined below) which is licensed to Licensee under and pursuant to the terms of this Agreement and all referenced Exhibits; and

WHEREAS, Licensee, desires to obtain a license to use the Software solely in its business operations on the terms and conditions set forth in this Agreement; and

WHEREAS, Licensee and Avail have entered into a contract (“Contract”) for equipment, software, and services, to which this Exhibit is attached for the reason of defining the licensing terms for Avail’s software; and

NOW, THEREFORE, for and in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. LICENSE TO USE SOFTWARE.

1. Description and Term.

In consideration of the payment of the license fees set forth in the Contract, and subject to termination as provided below, Avail grants to Licensee a nonexclusive, nontransferable license for the authorized number of Users and Vehicles (as provided in Section 2 below or in an Amendment to this Agreement signed by the Parties) to use Avail fixed route CAD/AVL software.

THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). AVAIL DOES NOT SELL OR TRANSFER TITLE TO, OR ANY OWNERSHIP INTEREST IN, THE SOFTWARE OR DOCUMENTATION TO LICENSEE. LICENSEES LICENSE OF THE SOFTWARE WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED

REPRESENTATIVE OF AVAIL HAS RECEIVED, APPROVED AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.

The obligations of the Parties under and pursuant to this section shall become effective as of the requested date and shall remain in effect for a period of twelve (12) months after System Acceptance as provided for in the Contract, however, that the Parties' obligations may be extended for additional twelve (12) months periods (each a "Renewal Term") on the anniversary date of the requested date. The Initial Term together with any Renewal Term shall be the "Term" of this Agreement; provided and so long as Licensee is not in breach of or default under this Agreement or this Agreement has not been terminated pursuant to the ITS Maintenance & Support Agreement, and subject to Avail's right to increase its fees or rates as provided herein.

2. Scope of Permitted Use.

13-35 Submitted by: MyAvail Software Suite, as referenced in the Maintenance & Support Agreement (section 1.a – Systems Covered and section 12.a Software) - Licensee agrees that it may allow up to 5 – 10 of its designated employees or computers (Users) access to the software and may manage up to 70 vehicles in the Software.

3. Scope of License Rights; Restrictions.

(a) The license granted to Licensee under this Agreement entitles Licensee to use, and Licensee agrees to use, the Software and Documentation solely as set forth in this Section 3(a) (i) through 3 (a) (iv):

(i) Store, install and access the Software, in machine readable form, through an internal network using those computers and software specified in the Contract, or access the Software via the Internet, but in either case only for use by that number of users specified and only for the purpose of serving the internal needs of the business of Licensee;

(ii) In support of Licensee's authorized use of the Software, store the Software's machine-readable instructions or data in, transmit it through, and display it on machines associated with the computer(s) specified in the Contract;

(iii) make 2 copies of the Software in machine-readable, object code form, for nonproductive backup purposes only, provided that and,

(iv) use the Documentation solely to assist Licensee in its authorized use of the Software.

(b) The license granted to Licensee under this Agreement does not grant to Licensee the right to, and Licensee acknowledges and agrees that it does not have the right to and that it will not:

(i) copy (except as expressly permitted in Section 3(a)(iii) above), change, disassemble, decompile, reverse engineer, sublicense, assign, timeshare, sell, give away, loan, rent, lease, transfer (electronically or otherwise), display, disclose, or provide any third party with access to or use of, the Software; directly or indirectly create or attempt to create software that emulates the Software; prepare derivative works of the Software: or separate the components of the Software;

(ii) copy or provide any third party with access to or use of any of the Documentation without the prior written consent of Avail;

(iii) transfer any of Licensee's rights or obligations under this Agreement without the express, advance, written consent of an officer of Avail, and then only if: 1 Licensee keeps no copies of the Software or Documentation; 2 Licensee transfers Licensee's entire rights and obligations under this Agreement in or to the Software and Documentation; and, 3 the transferee agrees in writing to the terms and conditions of this Agreement, after which time Licensee will no longer have the

right to use the Software. Any attempted transfer or assignment of any of Licensee's rights or obligations under this Agreement shall be null and void unless it is in full compliance with this Section 3(b)(3);

(iv) remove any proprietary or copyright legend from any material contained in or on the Software or the Documentation;

(v) publish or disclose to any third party any reports or the results of any benchmark tests run on the Software or its components; or,

13-36 Submitted by:

(vi) use any trademarks or service marks of Avail.

4. Limited Warranty and Limitation of Warranties.

(a) Subject to the conditions and limitations set forth herein, Avail warrants for a period of (12 months) immediately following the System Acceptance of the Software (the "Warranty Period") that the Software will substantially conform in all material respects to the specifications set forth in the Contract. Subject to the provisions and limitations set forth herein, Avail will correct any such nonconforming Software if Licensee has notified Avail of such nonconformity in writing within the Warranty Period. Avail shall not be obligated to correct, cure or otherwise remedy any such nonconformity in the Software if Licensee has not reported to Avail the existence and nature of such nonconformity within the Warranty Period, and such nonconformity cannot be verified.

(b) The limited warranty set forth in Section 4(a) above does not apply to any Software that has been repaired or modified by persons other than Avail or its authorized agents, or that has been installed by Licensee or any of its independent contractors other than Avail. The foregoing warranty is conditioned upon the proper use of the Software in accordance with the terms and conditions of this Agreement and with Avail's User Manual and any other written instructions provided by Avail to Licensee, and in an operating environment in compliance with the specifications and requirements as set forth in this Agreement. Avail makes no warranty that the operation of the Software will be uninterrupted or error free, or that all Software defects will be corrected.

(c) Avail makes no warranty that the software will operate with all applications, utilities, or other memory resident programs.

(d) Avail shall not be responsible for any obsolescence of the Software for any reason. Furthermore, Avail assumes no responsibility for the use of superseded, outdated or uncorrected versions of the Software.

5. Limitation of Liability.

(a) EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 7, THE CUMULATIVE LIABILITY OF AVAIL TO LICENSEE FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO AVAIL HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. AVAIL SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT LICENSEE IS RESPONSIBLE FOR REASONABLE BACKUP PRECAUTIONS.

(b) IN NO EVENT SHALL AVAIL BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR

ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE OR ANY THIRD PARTY, EVEN IF AVAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

(c) Avail and Licensee do not rely on and shall have no remedy arising from any statement, representation, warranty or understanding (whether negligently or

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innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

6. Proprietary Protection and Restrictions.

(a) Licensee acknowledges and agrees that the Software and Documentation is the sole property of Avail and contains copyrighted, confidential and trade secret information, and that as between Avail and Licensee, Avail shall have the sole and exclusive ownership of all right, title and interest in and to the Software and Documentation, (including ownership of all trade secrets, confidential information and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by Avail. Licensee must and will keep the Software and Documentation free and clear of all claims, liens and encumbrances of any nature whatsoever. Licensee will keep the Software and Documentation in confidence, and will take all reasonable measures necessary to protect and maintain the confidential and proprietary character of the Software and Documentation. Furthermore, Licensee will indemnify and hold Avail harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the Software as a result, in whole or in part, of Licensee's action or inaction.

(b) Licensee hereby authorizes Avail to enter Licensee's premises in order to inspect the Software in any reasonable manner during regular business hours to verify Licensee's compliance with the terms of this Agreement. Licensee will cooperate fully with Avail and promptly provide Avail and its agents with full access to its facilities, and will engage in no acts or omissions to hinder or delay Avail's access to Licensee's premises and computers or the inspection thereof.

(c) Licensee acknowledges that, in the event of Licensee's breach of any of the provisions of this Agreement, Avail will not have an adequate remedy in money or damages. Avail shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Avail's right to obtain injunctive relief shall not limit its right to seek further remedies.

7. Indemnity.

(a) If a third party claims that the Software or Documentation infringes any patent, copyright, trade secret, or any similar intellectual property right, Avail will defend Licensee against such claim at Avail's expense and will pay all damages that a court finally awards, provided that Licensee promptly notifies Avail in writing of the claim, cooperates fully with Avail in the defense of any such claims, and allows Avail to control the defense thereof and/or any related settlement negotiations. If such a claim is made or appears possible, Avail will, at its option and expense, either: (i) procure for Licensee the right to continue using the Software and/or Documentation; (ii) replace or modify the Software or Documentation so that it becomes non-infringing; or, (iii) if it is not possible or in Avail's sole discretion is not economically feasible for Avail to so

procure such right or so replace or modify the Software, require the return of the Software and upon such return repay to Licensee the unused portion of the applicable license fee amortized over a 3 year period from the Effective Date and any annual technical support fees paid by Licensee for the remainder of the then current Term for such technical support services. However, Avail shall have no obligation for any claim based on Licensees modification of the Software or Documentation or its combination, operation or use with any product, data or apparatus not specified or provided by Avail. THIS PARAGRAPH STATES AVAIL'S ENTIRE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

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8. Export and Government Use Restrictions.

Licensee agrees that it will not export or re-export the Software, any part thereof, (the foregoing are referred to as the "Restricted Components"), to any country, person or entity subject to United States export restrictions. Furthermore, Licensee agrees to comply with all of the export and report restrictions and regulations imposed by the governments of the United States and/or any country to which the Software is shipped. Use, duplication or disclosure by the government is subject to restrictions as set forth in DFARS 252.227-7013 or the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19. The terms of this Section shall survive the termination or expiration of this Agreement.

9. Incorporation of other Software

The Software may incorporate material or components which are owned by third parties and which are used by agreement between Avail and such third parties. Licensee acknowledges and agrees that any third-party owner of such materials or components is a direct and intended third party beneficiary of this Agreement who may enforce this Agreement directly against Licensee.

10. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Except as otherwise provided herein, this Agreement may not be assigned by licensee without the prior written consent of Avail and upon payment of an assignment fee.

11. Severability.

Should any one or more of the provisions of this Agreement be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be adversely affected or impaired thereby. The Party shall endeavor to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the unenforceable provisions.

12. No Third-Party Rights.

Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties and their respective successors and permitted assigns, and they shall not be construed as conferring any rights on any other persons.

13. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, writings, agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The Parties may, by mutual written agreement and in no other manner, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to

require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy. IN WITNESS **WHEREOF**, the Parties have executed this Agreement effective as of the date first above written.

AVAIL: LICENSEE:

13-39 Submitted by:

AVAIL Technologies, Inc. Park City Municipal Corporation

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Attested:

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the First Addendum to the Professional Service Contract in a Form Approved by the City Attorney's Office with Cascadia Partners, LLC. in the Amount Not to Exceed \$6,100.00 for Additional Consulting Services as it Relates to Affordable Housing Projects

Suggested Action:

Attachments:

[Cascadia Partners Addendum Staff Report](#)

[Exhibit A: Cascadia Partners Service Agreement](#)

[Exhibit B: Cascadia Partners First Addendum](#)



City Council Staff Report

Subject: Special Service Contract – Cascadia Partners, LLC for Consulting Services
Author: Jason Glidden
Department: Community Development
Date: November 21, 2019
Type of Item: Administrative – Contract Amendment

Summary Recommendation

Review and approve the addendum to the Professional Service Contract, in a form approved by the City Attorney, with Cascadia Partners, LLC. in the amount not to exceed \$6,100.00 dollars for additional consulting services for analysis on possible changes to the Land Management Code (LMC) as it relates to affordable housing projects.

Executive Summary

Cascadia Partners presented their preliminary findings on September 12, 2019, for City Council input and guidance regarding possible LMC amendments for affordable housing. Council provided quality feedback on Cascadia's assessment and potential recommendations, yet wanted additional time to consider the information and discuss with Cascadia Partners and staff.

The addendum will increase the scope of work to allow for Cascadia Partners to return to Park City and work with staff and present information completed as a result of the Council input at the September 12th meeting.

Background

- On May 9, 2018, Planning Commission reviewed the proposed LMC Amendments and forwarded a unanimous positive recommendation to Council with a request to add clarifying language in the Density Bonus section (refer to links to Planning Commission Meeting on May 9, 2018). The Planning Commission requested that Planning Staff consider following-up with additional LMC Amendments in the areas of Height Exceptions, incentivizing Rental Units, and a percentage based Micro-Unit Parking Exemption.
- On May 17, 2018, the Housing and Planning departments presented proposed LMC revisions to Council. ([New Business Item #3](#)). City Council expressed concerns that the dimensional impacts of the revisions were not clear, the proposed changes would not adequately incentivize private developers to choose to build more affordable housing, and only City developed projects would benefit. Staff was asked by Council to proceed with additional economic analysis to develop models to show how the proposed amendments would help in furthering the development of affordable housing.

- On March 14, 2019, City Council approved the Professional Service Contract with Cascadia Partners (Exhibit A). The overall scope of service included the creating financial modeling that would graphically and economically demonstrate the potential outcomes of the proposed code revisions as well as make further recommendations on how to amend the code.
- On September 12, 2019, Cascadia Partners presented their initial work to City Council and answered questions regarding their recommendations.

Analysis

Based on feedback from Council during the September 12, 2019 presentation, staff felt that additional analysis and recommendation refinement was necessary before changing the LMC. In addition, staff felt that having Cascadia Partners return to present final recommendations would be beneficial to help provided detailed answers regarding their work. The proposed amendment exceeds staff budget authority because the increase in the amount of the contract (\$6,100.00, which is a 18% increase) exceeds 10% of the total contract amount that was previously approved (\$34,536.00)

Department Review

This report has been reviewed by representatives of Community Development, Planning, Legal, Budget and the City Manager's Office and their comments have been integrated into this report.

Funding Source

Funding for this contract will come from Community Development, and Planning Department budgets for consulting services.

Attachments

Exhibit A – Professional Service Contract – Cascadia Partners, LLC.

Exhibit B – DRAFT First Addendum Professional Service Contract – Cascadia Partners, LLC.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 4th day of April, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and CASCADIA PARTNERS LLC, an Oregon limited liability company, ("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 **THIRTY FOUR THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS (\$34,536.00)**.

The City has designated Jason Glidden, 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 which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on June 30, 2019, or earlier, unless extended by mutual written agreement of the Parties.

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 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.

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.
- 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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 Annotated, 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 and 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

PARK CITY MUNICIPAL CORPORATION

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to the City's general rights of inspection and review to secure the satisfactory completion thereof.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- 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 limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. 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 and 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 limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed 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. 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.
- F. 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 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.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic

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information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.

- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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 consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- 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, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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.

**PARK CITY MUNICIPAL CORPORATION
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- 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. 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 on the last page of this Agreement. 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 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.

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

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.

21. ENTIRE AGREEMENT.

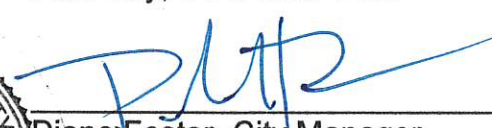
The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions 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.

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

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

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





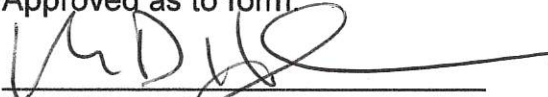
Diane Foster, City Manager

Attest:



Leah V. Long
City Recorder's Office

Approved as to form:

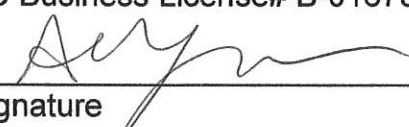


City Attorney's Office

**CASCADIA PARTNERS LLC, an Oregon limited
liability company**
519 SW Park Avenue, Suite 215
Portland, OR 97205

Tax ID#: 82-1403771
PC Business License# B-016737





Signature

Alexander C. Joyce Perckert

Printed name

Managing Partner

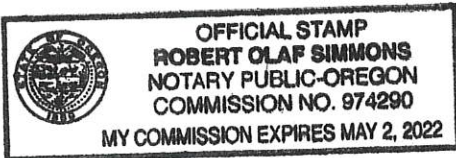
Title

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

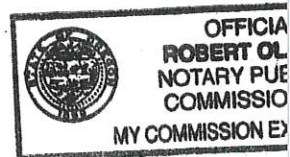
STATE OF ~~UTAH~~ ^{Oregon}
~~Multnomah~~ ss.
COUNTY OF SUMMIT)

On this 25 day of March, 2019, personally appeared before me Alexander - Joyce - Rickert, 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 Managing Partner (title or office) of CASCADIA PARTNERS LLC, an Oregon limited liability company, by authority of its Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as Managing Partner (title) for CASCADIA PARTNERS LLC, a ~~Utah~~ limited liability company.

Notary Public



^{Oregon}
(A) AOP



PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

PARK CITY LAND MANAGEMENT CODE CHANGES - AFFORDABLE HOUSING

Task 1: Code and Policy Review

Cascadia Partners LLC (CP) will review the Master Planned Affordable Housing Developments (MPAHD) section of the LMC. In addition, CP will review the underlying zone standards for the test sites (up to 4 sites). CP will populate a Zoning Research Matrix with all relevant standards.

Task 2: Market Analysis

CP will conduct both a review of online market data and up to 6 phone interviews with local and regional builders and brokers to populate our Market Analysis Research Matrix. Key inputs include construction costs for different building types and achievable rents and sales prices for different product types. These assumptions will feed directly into the pro forma analysis in Tasks 3 and 6.

Assistance from City: CP will rely on City staff to recommend local builders, developers or brokers they think would be best to talk with.

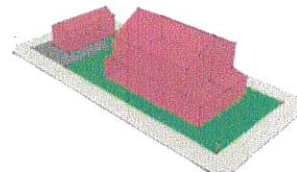
Task 3: Calibrate Prototypes to Local Market

CP will create up to 10 building-level pro forma models and calibrate them to the local market. The "building library" will include both market rate/existing base zone building types as well as versions that reflect the changes allowed under the Master Planned Affordable Housing Developments section of the LMC. As CP tests changes to the incentives included in the MPAHD, CP will create a second version of these affordable types to compare the impact of the changes to the existing allowances.

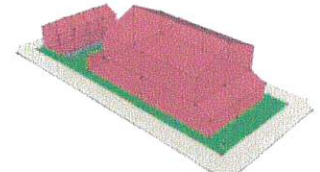
Assistance from City: CP will rely on City staff to supply key tax and fee figures and calculation methods that are important for the pro forma analysis, such as permit fees, impact fees and property tax rates.

Zone: R-2

Existing Zoning
Building: 2-unit House



Recommended Standards
Building: 4-unit House



Zone Standard	Existing Zoning	Proposed Zoning	% Change
Lot Size (Sq Ft)	6,250	6,250	-
Stories Height Max	2 35 ft	2 35 ft	-
Building Size (Sq Ft)	3,431	5,144	+50%
FAR	0.63	0.94	+49%
Units	2	4	+100%
Avg. Unit Size (Sq Ft)	1,420	1,065	-25%
Density (DU/Acre)	14	28	+100%
Market Feasible Sales Price (\$)	\$374,000	\$250,000	-33%
Household Income Required to be "Affordable"	\$92,500	\$62,000	-33%
\$48,000 2015 Gunnison Co. Median Income			
			More affordable housing is possible

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Task 4: Define Tools, Strategies and Incentives – Confirm Assumptions

CP will conduct a series of phone interviews with up to 6 seasoned economic development and RDA staff in SLC, Ogden and Provo to seek their advice on effective tools and how to navigate state law most effectively. CP will also meet via phone with Park City RDA staff and legal counsel to flag issues of concern. CP will prepare a summary memo of the most promising strategies, tools and tactics based on its experience.

Task 5: Site Analysis

CP, with assistance from City staff, will analyze each site to define a buildable area, considering constraints such as slopes, contamination, etc. The goal is to ensure we are accurately reflecting the truly buildable area of each site and not overestimating the development potential of constrained sites.

Assistance from City: CP will rely on City staff to supply physical constraints and cost estimates for any site-specific remediation costs, etc.

Task 6: Modeling and Analysis

CP will conduct an initial round of detailed financial modeling (pro forma) of the most promising strategies and tools from above. CP will conduct a sensitivity analysis and prepare a matrix that documents the relative impact of each tool or incentive to understand which have the greatest impact.

Task 7: Site Plan Illustrations

CP will create two plan-view site plan illustrations of the modeled development program under three conditions: base zone, current MPAHD standards and recommended MPAHD standards. Understanding the evolution of the site plan and the finances of these three outcomes will tell a very compelling story.



Task 8: Final Report and Presentations

CP will prepare a final report (PDF) and final presentation (Powerpoint) that highlights the key issues identified, details the results of the testing and modeling, and clearly articulates the recommended changes to the Land Management Code that will have the most success in incentivizing affordable housing. CP will present findings to the Planning Commission and/or City Council.

Any additional follow up analysis or presentations can be arranged on a time and materials cost basis.

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

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

CASCADIA PARTNERS HOURLY RATE CHART		
NAME	TITLE	HOURLY RATE
Alex Joyce	Project Manager	\$200.00
Garlynnne Woodsong	Planner	\$135.00
Neil Heller	Planner	\$83.00

Any extra work shall first be approved in advance in writing by the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2019

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 USI KIBBLE & PRENTICE/PHS 52815005 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265		CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (888) 443-6112 (A/C, No): E-MAIL ADDRESS:	
INSURED CASCADIA PARTNERS LLC 519 SW PARK AVE PORTLAND OR 97205-3221		INSURER(S) AFFORDING COVERAGE NAIC#	
		INSURER A : The Twin City Fire Insurance Company	29459
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		52 SBA AB6314	09/01/2018	09/01/2019	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	X General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$2,000,000
	POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			52 SBA AB6314	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per accident)
	X HIRED AUTOS ☒ NON-OWNED AUTOS ☐						PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB EXCESS LIAB	X		52 SBA AB6314	09/01/2018	09/01/2019	EACH OCCURRENCE \$1,000,000
	DED ☒ RETENTION \$ 10,000						AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			52 SBA AB6314	09/01/2018	09/01/2019	\$10,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDERPark City Municipal Corporation
445 Marsac, PO BOX 1480
PARK CITY UT 84060-1480**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

Susan L. Castaneda

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HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue Suite 600 Chicago, IL 60603
(646) 452-2353

Insurance for Consultants

DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE LIABILITY COVERAGE. CLAIMS-MADE COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED.

THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

Broker No.:	US 0000774	AmWINS of Georgia (Stockbridge)
Policy No.:	MPL2332496.18	1 Gresham Lndg
Renewal of:	NEW	Stockbridge, GA 30281-6341
1. Named Insured:	Cascadia Partners LLC	
Address:	311 NE Monroe St Portland, OR 97212	
2. Policy Period:	Inception Date: 10/02/2018 Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.	Expiration Date: 10/02/2019
3. General terms and conditions wording:	PLP P0001 CW (06/14) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.	
4. Endorsements:	E6020.2 - War and Civil War Exclusion Endorsement, E6017.2 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E9035.2 - Oregon Amendatory Endorsement, and E6298.1 - HiscoxPro Plus Endorsement - OREGON	
5. Optional Extension Period:	Extended Reporting Period of 12/24/36 months at 75/150/225 percent of the annual premium.	
6. Notification of claims to:	Hiscox Claims 520 Madison Avenue, 32nd floor New York, NY 10022 Fax: 212-922-9652 Email: HiscoxClaims@Hiscox.com	
Additional Notification requirements:	NONE	

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“City”), and CASCADIA PARTNERS, LLC, an Oregon limited liability company (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on April 4, 2019.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on April 4, 2019, (hereinafter “Original Agreement”);

WHEREAS, the scope of services has changed;

WHEREAS, the parties desire to amend the Original Agreement to define the new scope of service and fees associated with such additional work, and;

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. AMENDMENTS:

- a. **SCOPE OF SERVICE.** The Scope of Services shall be amended to include the additional scope of work as detailed in Exhibit “A” attached hereto and made a part hereof.
- b. **TOTAL FEE FOR PROJECT: INCREASE OF \$6,100.00.** Park City Municipal shall pay Service Provider for professional services an amount not to exceed Forty Thousand Six Hundred Thirty Six Dollars (\$40,636.00), which is an increase to the Original Agreement of Six Thousand One Hundred Dollars (\$7,260.00). This increase is for the performance of the Work in accordance with the “Park City - Land Management Code Changes - Affordability - Amendment #1 Proposal” dated October 21, 2019, detailed in Exhibit “A”.

2. OTHER TERMS.

All other terms and conditions of the Original Agreement shall continue to apply.

3. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 13 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

Interim City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:
CASCADIA PARTNERS, LLC, an Oregon limited
liability company
519 SW Park Avenue, Suite 215
Portland, OR 97205
Tax ID#: 82-1403771
PC Business License #: B-016737

Printed Name

Signature

Title

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

On this day of , 2019, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for Cascadia Partners, LLC, an Oregon limited liability company.

 Notary Public

EXHIBIT "A"
ADDITIONAL SCOPE OF SERVICES

Park City - Land Management Code Changes - Affordability - Amendment #1	Cascadia Partners			
	Alex Joyce, Project Manager	Neil Heller, Planner	Hours	Costs
	\$ 200	\$ 90		
Tasks	14	20	34	\$ 4,600
Task 9: Pre-trip Coordination	2	4	6	\$ 760
Task 10: Presentation Production	4	8	12	\$ 1,520
Task 11: Final Trip	8	8	16	\$ 2,320
Tasks Total	14	20	34	4,600
Subtotal by Staff	\$ 2,800	\$ 1,800		
Expenses: Final Trip - 2 People, 1 Night				\$ 1,500
Total				\$ 6,100

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Leah Langan

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute an Addendum to the Professional Services Contract with Moreton & Company Insurance Services Co., for a One Year Extension for Insurance Placement Broker Services, in a Form Approved by the City Attorney and in an Amount Not to Exceed \$106,548.00

Suggested Action:

Attachments:

[Insurance Brokerage Contract Staff Report](#)

[Exhibit A: Moreton First Addendum to PSA](#)

[Exhibit B: Moreton Agreement 2017](#)

[Exhibit C: 2017 Moreton Staff Report](#)



City Council Staff Report

Subject: Insurance Broker Extension Addendum

Author: Leah Langan

Department: Executive

Date: November 21, 2019

Type of Item: Consent Agenda

Recommendation

Park City's agreement with our current insurance brokerage service, Moreton & Company, is expiring. Staff recommends Council approve an addendum to extend the professional insurance brokerage services provided by Moreton & Company for one year. If approved, Moreton will remain our insurance broker until January 1, 2021.

Background

After completing the RFP process, the City entered into an agreement with Moreton & Co for insurance brokerage services on May 15, 2017, with an original termination date of January 1, 2020. This agreement included the option of a one year extension. If no action is taken, the City's insurance brokerage coverage will lapse and staff will be responsible to procure insurance coverage quotes.

Staff is very satisfied with Moreton's level of service which includes professional and technical assistance and the addition of Certificate of Insurance reviews for external vendors and contractors. Moreton & Company will communicate directly with vendors and service providers to obtain their evidence of insurance and verify it meets PCMC's contract requirements.

The addendum will not exceed \$3,000 over the original contract amount. This expenditure is budgeted within the Risk Management fund.

Attachments

Exhibit A – Moreton Extension Addendum Contract

Exhibit B – 2017 Moreton Contract

Exhibit C – 2017 Staff Report

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 2019, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (“City”), and **FRED A. MORETON & COMPANY, a Utah corporation, d/b/a MORETON & COMPANY**, (“Service Provider”), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by the parties on May 15, 2017.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement on May 15, 2017, (hereinafter “Original Agreement”); and

WHEREAS, the parties desire to amend the scope of the Original Agreement to provide for additional services, increase the compensation to the Service Provider to cover the cost of these additional services, and extend the term for one (1) additional year.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. AMENDMENTS:

- a. **INCREASE OF PROJECT AMOUNT.** Paragraph 1 of the Agreement, shall be amended to increase the not to exceed amount by **THREE THOUSAND DOLLARS (\$3,000.00)**, making the total amount for the **project ONE HUNDRED SIX THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS (\$106,548.00)**.

- b. **SCOPE OF SERVICES:**

The scope of services is amended to add those services described in **Exhibit “A” -Additional Scope of Services** attached hereto and made a part hereof.

- c. **EXTENSION OF TERM.**

The term of the Original Agreement shall be extended to a termination date of January 1, 2021, or earlier, unless extended by mutual written agreement of the parties.

2. **OTHER TERMS.**

All other terms and conditions of the Original Agreement shall continue to apply.

3. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

MATT DIAS, Acting City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:**FRED A. MORETON & COMPANY, a Utah corporation, d/b/a MORETON & COMPANY**

101 South 200 East, Suite 300

Salt Lake City, UT 84111

Tax ID#: 87-0218394

PC Business License #:_____

Printed Name_____
Signature_____
Title

STATE OF UTAH)
) ss.
 COUNTY OF _____)

On this day of , 2019, before me, the undersigned notary, personally appeared KERY D. OLDROYD, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose as Senior Vice President for FRED A.MORETON & COMPANY, a Utah corporation, d/b/a MORETON & COMPANY.

Notary Public

EXHIBIT “A” – ADDITIONAL SCOPE OF SERVICES

Service Provider will communicate directly with the City’s contractors and service providers to obtain their evidence of insurance and verify it meets PCMC’s contract requirements.

Service Provider will work with the City’s contractors and their insurance brokers. If City’s contractors are not compliant, Service Provider will inform the project manager and explain why. If necessary, Service Provider will quantify or explain the extent of the increased risk due to the specific non-compliance so that the City can make a risk-informed decision.

Service Provider will track effective dates of these coverages and send out notices to contractors or service providers when coverage is about to expire and obtain updated certificates.

The software associated with this COI services program will be accessible by appointed PCMC users from each department so that the status of the insurance is readily available to them.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 15 day of MAY, 2017, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and FRED A. MORETON & COMPANY, a Utah corporation, d/b/a MORETON & COMPANY, ("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 Seventy Six Thousand Seven Hundred Forty Eight Dollars (\$76,748.00), as outlined in "Compensation Schedule" attached hereto as "Exhibit B" and incorporated herein (the Project

The City has designated Matt Dias, Assistant City Manager, or his designee as City's Representative, who shall have authority to act in 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 which cannot occur until execution of this Agreement, which execution date shall be commencement of

the term and the term shall terminate on January 1, 2020, or earlier, unless extended by mutual written agreement of the Parties.

Service Provider shall provide professional insurance broker services to City as hereinafter described for a period of three years, with a one year extension as approved by both parties. Service Provider agrees to perform all work and services in a professional manner consistent with industry standards and in accordance with the terms and conditions hereof. City agrees that Service Provider shall be its Service Provider of Record for the term of this Agreement for the placement of insurance and bonds as requested by City, with the exception of General Benefits, such as life insurance and long-term disability insurance. City may, in addition, accept and consider insurance quotes from independent agencies providing public entity related insurance.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- B. For all "extra" work the City requires, the City shall pay the Service Provider for work as subsequently agreed to by both Parties in writing.
- C. The Service Provider shall submit to the City Manager or 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.
- D. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- E. 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.

As compensation for its services hereunder, Service Provider shall be compensated by the standard commissions paid by insurance carriers utilized by Service Provider for all lines of coverage except for Property and Public Entity General Liability. For the Property coverage and Public Entity General Liability coverage (the "Fee Coverages"), Service Provider shall provide the services herein for an annual fee as outlined in "Compensation Schedule" attached hereto as "Exhibit B" and incorporated herein (the

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Project, which shall be paid by City, in full beginning January 2017, and annually in January, through the term of the Agreement. With respect to insurance placed by Service Provider on City's behalf, Service Provider will disclose to City the amount of any commissions received by Service Provider and, with respect to the Fee Coverages, credit retail commissions collected for such coverage against remaining installments of the annual fee and, to the extent in excess of the remaining installments, refund previously paid installments of the fee. In the event such retail commissions for a contract year exceed Service Provider's annual fee for that year, then excess retail commissions will be returned to City as permitted by law. Otherwise, excess retail commissions will be carried forward and applied against Service Provider's annual compensation for subsequent years as permitted by law. Service Provider and its affiliates will not credit any wholesale or enhanced commissions against the annual fee.

In certain cases, placements which Service Provider makes on City's behalf may require the payment of insurance premium taxes (including U.S. federal excise taxes), sales taxes, use taxes, surplus or excess lines and similar taxes and/or fees to federal, state or foreign regulators, boards or associations. Such taxes will be charged to City and identified separately on invoices. City agrees to pay such taxes and fees.

Service Provider may also utilize the services of other intermediaries to assist in the marketing of City's insurance, when in Service Provider's professional judgment it is necessary or appropriate, and upon approval by the City. Such intermediaries may or may not be affiliates of Service Provider. The compensation of such intermediaries is not included in Service Provider's compensation hereunder and will be paid by insurers out of paid premiums.

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.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 Annotated, 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 and 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

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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.

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 defective 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.

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- 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:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit 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 limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. 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 and 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 limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed 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. Should any of the above described policies be cancelled before the expiration date

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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.

- F. 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.

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 equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 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.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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 consent of the City, as required by this part, shall be deemed null and void.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- 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, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 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.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES 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. 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 on the last page of this Agreement. 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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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 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.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480



Diane Foster, City Manager

Attest:



City Recorder's Office



Approved as to form:



City Attorney's Office

PARK CITY MUNICIPAL CORPORATION
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FRED A. MORETON & COMPANY, a Utah
corporation, d/b/a MORETON & COMPANY
Address: 101 South 200 East, Suite 300
Salt Lake City, UT 84111

Tax ID#: 87-0218394
PC Business License# BL _____

Kerry D Oldroyd
Signature

KERRY D. OLDROYD
Printed name

SR VICE PRESIDENT
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 15 day of May, 2017, personally appeared before me
Kerry D. Oldroyd, 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 Sr. Vice President (title or office) of FRED A. MORETON &
COMPANY, a Utah corporation, d/b/a MORETON & COMPANY, by Authority of its
Bylaws/Resolution of the Board of Directors and acknowledged that he/she signed it voluntarily for
its stated purpose as Sr. Vice President (title) for FRED A. MORETON & COMPANY, a
Utah corporation, d/b/a MORETON & COMPANY.

Ruth R. Niemeyer
Notary Public



**PARK CITY MUNICIPAL CORPORATION
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EXHIBIT "A"

SCOPE OF SERVICES

- A. Service Provider shall obtain insurance premium quotes, inclusive of commissions or fees where applicable, on all insurance placed through Service Provider by City after April 1, 2017.
- B. Whenever market conditions permit, Service Provider shall obtain at least two (2) quotations on each separate line of coverage. If, in Service Providers opinion, market conditions do not justify obtaining two or more quotes, Service Provider shall report to City's Risk Manager and provide reasons for such opinion. Nevertheless, City shall retain the right to require Service Provider to obtain two or more quotations in any event if such quotations are reasonably obtainable.
- C. Service Provider shall use its reasonable best efforts to submit firm premium quotes to City's Risk Manager at least sixty (60) days prior to expiration of existing insurance, provided, however, that City's Risk Manager may waive such sixty (60) day notice in the event Service Provider can demonstrate, to the satisfaction of City's Risk Manager, there exists extenuating circumstances which preclude or make undesirable such sixty (60) day notice.
- D. Service Provider shall make a professional and good faith effort to give notice to City's Risk Manager of all favorable or unfavorable market developments which might affect City's access to insurance prices deemed affordable by City's Risk Manager. Annually, on September 1st, the Service Provider will provide to the Risk Manager an assessment of policies in force and include recommendations for risk coverage with a cost/scope of coverage analysis to the City. Annually, no later than September 1st of each year, Service Provider will provide, in writing, Service Provider's best estimates for the renewal premium costs of all City's insurance policies to provide guidance to City for future budgeting purposes.
- E. Service Provider shall try to provide the City, whenever the City shall request, quotes on any other insurance coverage not heretofore mentioned, for additional fees as the parties may agree.
- F. At the request of City's Risk Manager, Service Provider shall include said Risk Manager in negotiations with the underwriters involving placement of the City's insurance programs. Service Provider shall monitor published financial information of the City's current insurers and alert the City when the status of one or more of such insurers falls below Service Provider's minimum financial guidelines.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Service Provider will not, however, be responsible for the solvency of any insurance carrier or its ability to pay claims; return premiums or other financial obligations. Insurers with whom City's risks are placed will be deemed acceptable to City, in the absence of contrary written instructions from City.

G. Service Provider shall perform the following functions:

1. In conjunction with the City's Risk Manager, frequently analyze City's exposures and recommend solutions consistent with these exposures in an effort to provide the highest level of insurance coverage at the least possible cost to the City;
2. Service Provider will assist the City in collecting data and prearrange the Proposal submission;
3. Collect the data necessary, and prepare professional quality insurance proposal submission packages, for the proper marketing of the various coverage;
4. Perform the administrative and clerical services relative to account management, such as certificates of insurance, coverage descriptions and policy changes. By October 10th of each year, Service Provider will provide City with a renewal proposal within thirty (30) days of any change in the latest insurance summary;
5. Respond to any extraordinary needs of the City as requested by the Risk Manager, for additional fees as the parties may agree; and
6. Assist the City to identify appraisal firms that can annually review all insured City property to assess said property's current value, and to amend the policy as needed to cover such current value.

H. Service Provider shall meet with City's Risk Manager as often as necessary to ensure transmittal of information, review and take all actions necessary to meet all requirements for proper insurance placement.

I. Where possible, Service Provider will use best efforts to endeavor that all coverage provided by the insurance proposals submitted by Service Provider under this Agreement shall be equal to or better than the coverage currently being provided, in all instances, to City.

J. Service Provider activity action plans on behalf of the City, for each year of service under this Agreement, will be developed by the Service Provider and submitted for review and approval by the City's risk Manager no later than the last working day of August, in preparation of annual renewal.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- K. Service Provider shall identify and negotiate on the City's behalf with insurers and keep the City informed of significant developments. Service Provider shall be authorized for purposes of this Agreement to represent and assist the City in all discussions and transactions with all insurers, provided that Service Provider stipulates and agrees that no coverage or insurance may be placed without consent of the City, and nothing stated in this Agreement shall be construed to bind, or in any way commit said City to place insurance coverage for the City as Service Provider may propose. Service Provider shall use its best efforts to place insurance on behalf of the City, if so instructed by the City. However, Service Provider does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to the City.
- L. Service Provider shall assist with documentation and other steps to obtain commitments for and implement the City's insurance program upon the City's instructions, it being understood that Service Provider will not independently verify or authenticate City provided information necessary to prepare underwriting submissions and other documents relied upon by insurers, and the City shall be solely responsible for the accuracy and completeness of such information and other documents furnished, to Service Provider and/or insurers and shall sign any application for insurance. Service Provider shall have no liability for any errors, deficiencies, or omission in any services provided to the City, including the placement of insurance on the City's behalf, that are based on inaccurate or incomplete information provided to Service Provider. The City understands that the failure to provide all necessary information to an insurer, whether intentional or by error, could result in the impairment or voiding of coverage.

Service Provider does not speak for any insurer, is not bound to utilize any particular insurer, and is not authorized to make binding commitments on behalf of any insurer, except under special circumstances which Service Provider shall endeavor to make known to City. Service Provider will not be responsible for the adequacy or effectiveness of any insurance programs or policies implemented by another Service Provider, or any acts or omissions occurring prior to Service Provider's engagement. Service Provider will not serve as the City's insurance Service Provider, but only as its risk consultant, with respect to placements with ineligible insurers. In those circumstances, Service Provider's non-U.S. affiliates shall provide the Service Provider age services.

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LOSS CONTROL SERVICES

- A. Service Provider may be called upon to review appraisals obtained by the City to verify that City's insurance coverage is adequate to valuation. If necessary, Service Provider shall notify insurers to amend policies to reflect any variance in the sum insured and the appraisal.
- B. Each year, at a time mutually agreed upon between City and Service Provider, Service Provider will assist the City to arrange with the insurance company, to complete a professional property loss prevention engineering services at all City facilities and to render appropriate written reports.
- C. Service Provider will, upon request of the City, assist the City to arrange for the carrier's engineer to work with the City to value all facilities as well as review preliminary plans and specifications on new capital additions to minimize potential safety hazards. Service Provider and City will strive to maintain insurance to value.
- D. In the event City contracts any new project in the City requiring individual property loss engineering services, Service Provider shall assist the City to arrange for the carrier to perform said services for a fee as the parties may agree.
- E. Service Provider will assist the City to arrange for the carrier to complete a City-wide survey relative to boiler and machinery insurance within a time frame mutually agreed upon by the parties.
- F. Service Provider will provide recommendation for risk coverage with a cost/scope of coverage analysis when the boiler and machinery survey is completed.
- G. Service Provider loss control services can be substituted for, or be added to, loss control services by the insurance carrier, not to exceed twelve (12) hours annually in the fee submitted in the Response for Proposal.
- H. Any loss control activities and/or surveys performed by Service Provider under this Agreement are advisory in nature. Such services are limited in scope, do not claim to find or include every loss potential, hazard, statutory or code violation or violation of good practice, and do not constitute a safety inspection as provided by a safety engineering service. All surveys and reports are based upon conditions observed

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

and information supplied by the City. Service Provider does not expressly or impliedly guarantee, assure or warrant in any way the safety of any site or operations or that the City or any site or operations is in compliance with federal, state and local laws, codes, statutes, ordinances and recommendations. Service Provider's liability if any, relating to or arising out of Service Provider's loss control services for the City shall not exceed the total compensation paid to Service Provider for such services hereunder.

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

EXHIBIT "B"

COMPENSATION SCHEDULE

It is understood and agreed that services specified above will be paid for as outlined in the table below.

Year	Fee Amount (Property & Liability Policies)
2017	\$25,848 (already invoiced and paid)
2018	\$25,000
2019	\$25,900
2020*	\$26,800
2021*	\$27,700

* if agreement is extended

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2017

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 Moreton & Company - Utah P.O. Box 58139 Salt Lake City, UT 84158-0139 801 531-1234	CONTACT NAME: Marilyn Allred	
	PHONE (A/C, No, Ext): 801 531-1234 FAX (A/C, No): 801-531-6117 E-MAIL ADDRESS: marilyn@moreton.com	
INSURED Fred A. Moreton & Company P.O. Box 58139 Salt Lake City, UT 84158-139	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Group	22292
	INSURER B: Workers Compensation Fund	10033
	INSURER C: American Automobile Insurance C	21849
	INSURER D: Allmerica Financial Benefit Ins	41840
	INSURER E:	
INSURER F:		

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		ZH4884463206	09/01/2016	09/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS ☒ Drive Oth Car		AW4878082506	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$0	☐ OCCUR ☐ CLAIMS-MADE	UH4879643206	09/01/2016	09/01/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	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 N/A	1380716	01/01/2017	01/01/2018	☒ 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
C	Agents & Brokers Professional Liability		MXE80504799	04/01/2017	04/01/2018	\$10,000,000 Limit \$100,000 Deductible

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

Certificate holder is an Additional Insured to the General Liability and Auto policy with respect to work performed by or on behalf of the Service Provider, per endorsement forms attached.

CERTIFICATE HOLDER

Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

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

Edward J. Mansel, III.

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NAMED INSURED: Fred A. Moreton & Company
POLICY NUMBER: AW4878082506

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE
BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph A. **CANCELLATION 2. b.** of the **COMMON POLICY CONDITIONS** is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. **Who Is An Insured** provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. **Coverage Extensions** provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE, B. Exclusions** Paragraph 5. **Fellow Employee** exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE**:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE A. COVERAGE** paragraph 3. **Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles**:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. **Coverage Extension**. of **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE** is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions**, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph **C. "Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- 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 failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

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

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 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.

- 1.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 \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



City Council Staff Report

Subject: Insurance Broker Professional Service Provider Agreement
Author: Matt Dias; Katie Madsen; Lisa Roadfuss
Department: Executive
Date: April 27, 2017
Type of Item: Administrative

Summary Recommendation

Authorize the City Manager to execute a professional services contract with Moreton & Company Insurance Services Co., for insurance placement broker services, in a form approved by the City Attorney and for an amount not to exceed \$80,700.

Executive Summary

Park City's agreement with the current insurance brokerage service is expiring. An RFP was issued and, after a review of the proposals, staff recommends Moreton & Company as the most qualified based on their proposal, our selection criteria, and experience. Staff recommends a 3 year agreement, with a potential one year extension. The term shall terminate on January 1, 2020, or earlier, unless extended by mutual written agreement of the Parties, and will not exceed \$80,700.

Background

- Park City's insurance exposures are unique in comparison to other small to medium sized Utah cities due to its world-class mountain resort environment and extensive scope and array of public services.
- City staff continues to promote and implement safety procedures, processes and prevention methodologies so that risks to the public and organization are minimized; the City's assets, facilities, people, and property are protected by insurance policies; and employees, local residents, and visitors are provided a safe and enjoyable place to work and play.
- Park City contracted with Moreton & Co. in 2013 for insurance brokerage services; they are currently Park City Municipal's insurance broker.
- Moreton's level of service exceeded that of our previous broker. Moreton has been an invaluable resource when responding to risk management questions, particularly those related to special events and other time sensitive requests.
- With Moreton's contract expiring, and consistent with the City's procurement policy, the Risk Management Team and the Legal Department used an RFP to explore other experienced and qualified brokers.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize a contract with Moreton & Company Insurance Services for standard broker services.

Pros

- a. Authorizing the contract will ensure the City has insurance coverage to protect its personnel and assets as well as decrease its liabilities.

- b. Using an insurance broker to procure quotes on our various types of insurance coverage is not an area where we currently have staff expertise.

2. Null Alternative: If no action is taken, the City's insurance brokerage coverage will lapse, leaving staff in a position to procure estimates and quotes for insurance coverage. Since staff is not proficient in this area, this would potentially compromise the City's ability to adequately protect the City's assets, facilities, employees, property, guests and local residents in terms of insurance coverage.

Pros

- a. None

Cons

- b. Given the lack of staff proficiency in the area of insurance broker services, staff does not recommend this alternative. It may result in inadequate and insufficient insurance coverage.

3. Other Alternatives: Direct staff to repost the RFP and attempt to procure additional responses.

Pros

- a. Though there is no guarantee, gaining additional responses would provide staff with more information with which to compare and contrast.

Cons

- a. There is no guarantee that additional responses will be received or that they would provide benefits or services beyond the two received already.

Analysis

The Risk Management Team followed the City's general policy and procedures for contracting with Park City Municipal Corporation. Requests for Proposal (RFP) were published two times each in the Salt Lake Tribune, the Deseret News, and the Park Record. Two firms responded to the RFP: Moreton & Company and Arthur J. Gallagher & Co.

City staff met on April 10, 2017, to review and evaluate the two submittals against the following selection criteria:

1. Thoroughness of RFP response and documentation.
2. Demonstration of successful prior performance with comparable services in the public sector.
3. Maximum total compensation for the contract period.
4. Evidence of good organization and management practices.
5. Adequacy and breadth of services available.
6. Access to and tenure of broker and support team.
7. Insurance markets and creativity for innovative coverage solutions.
8. Insurance Broker Questionnaire.

9. The nature and extent of requested changes to our standard contract (i.e. unwillingness to comply with our insurance/indemnity provision counts against a bidder.)

In review of the proposals, staff determined that Moreton & Company submitted the preferred proposal based on the selection criteria, expertise, and previous experience.

The total cost for Brokerage Services by Moreton & Company will not exceed \$80,700 for the three year term, ending on January 1, 2020.

Department Review

This report has been reviewed by Legal and Executive.

Funding Source

All major City insurance costs are paid for through the Self-Insurance fund. Insurance broker costs are included in the budget for the Insurance/ Surety Bonds line item, and will be covered within existing resources.

Summary Recommendation

Authorize a contract with Moreton & Company Insurance Services for insurance placement broker services.

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a Real Estate Purchase Contract with David Berg for the Ironwood EHU Condominium in the Amount of \$725,000, in a Form Approved by the City Attorney

Suggested Action:

Approval

Attachments:

[Ironwood EHU Disposition Staff Report](#)

[Exhibit A: Ironwood EHU REPC](#)



City Council Staff Report

Subject: Ironwood EHU Disposition
Author: Heinrich Deters
Department: Sustainability Department
Date: November 21, 2019
Type of Item: Consent- Administrative Disposition of Property

Summary Recommendation

Staff recommends Council approve a real estate purchase contract with David Berg, for the Ironwood EHU condominium, in the amount of (\$725,000), in a form approved by the City Attorney. (Exhibit A)

Executive Summary

Council should consider approval of a real estate purchase contract with David Berg, for the Ironwood EHU condominium, in the amount of (\$725,000).

Background

On July 19, 2018, City Council approved the acquisition of the Ironwood EHU condominium for \$280,000 by exercising its right of first refusal on the property. Funding for the acquisition came from the City's Affordable Housing Budget. EHUs associated with the Empire Pass development have experienced increasing HOA dues and special assessments related to capital repairs, which disproportionately impact the affordability. For this reason and in addition to ongoing allocation of city resources anticipated for the ongoing monitoring compliance, staff recommended the City purchase the unit to resolve the unaffordable HOA fees, and replace the unit with a more affordable and pragmatic option. City Council provided direction to staff to replace this affordable housing unit with one that is more centrally located with better access to transit as well as services.

Analysis

The property is included in the City's disposition list and disposition is subject to City Council approval in an open and public meeting. Additionally, the deed restriction held by the City was removed in August of 2019 in anticipation of a future market sale.

The initial valuation of the unit (fee in lieu) was \$136,000 at the time the obligation was placed on the developer. The current valuation (fee in lieu) is \$336,000. The sales net represents close to three times the initial fee in lieu value and more than one time the current valuation, while also providing the unit in a more pragmatic centralized location.

For the past year, staff fielded numerous inquiries about the unit and showed it several times to prospective buyers. Simply stated, the fact that the unit was small (939 sq/ft.) and it did not have a garage were considerable factors in its marketability. In early November staff received a credible offer for the unit and through negotiations, agreed to dispose of the unit under such terms.

Funds received through the disposition of the property will be included in the Woodside Phase II affordable housing budget.

Planning staff intends to return to Council in the near future to amend the affordable housing plan.

Department Review

This report was reviewed by the City Attorney's Office, the Budget Department and the Executive Department.

REAL ESTATE PURCHASE CONTRACT

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

EARNEST MONEY DEPOSIT

On this 5 day of November, 2019 ("Offer Reference Date"), David Berg ("Buyer") offers to purchase from Park City Municipal Corporation ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 2.3), an Earnest Money Deposit in the amount of \$ 20,000 in the form of wire transfer. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. **PROPERTY:** 8789 Marsac Avenue Unit EHU Park City, UT, 84060

City of Park City, County of Summit, State of Utah, Zip 84060 Tax ID No. IWDV-II-EHU-X
(the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

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

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

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 **Excluded Items.** The following items are excluded from this sale: N/A

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

2. PURCHASE PRICE.

2.1 **Payment of Purchase Price.** The Purchase Price for the Property is \$ 800,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$ <u>20,000</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$ _____	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
\$ _____	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer. If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
\$ _____	(d) Seller Financing (see attached Seller Financing Addendum)
\$ <u>780,000</u>	(e) Balance of Purchase Price in Cash at Settlement
\$ <u>800,000</u>	PURCHASE PRICE. Total of lines (a) through (e)

2.2 **Sale of Buyer's Property.** Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 2.4(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

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and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☒ Upon Recording; ☐ _____ Hours after Recording; ☐ _____ Calendar Days after Recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: ☐ Seller ☒ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) _____
The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) **Escrow Fees.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) **Rental Deposits/Prepaid Rents.** Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) **HOA/Other Entity Fees Due Upon Change of Ownership.** Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: ☒ Seller ☐ Buyer ☐ Split Equally Between Buyer and Seller ☐ Other (explain) _____
The provisions of this Section 4.3(c) shall survive Closing.

(d) **Utility Services.** Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) **Sales Proceeds Withholding.** The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

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

Seller's Agent(s) N/A, represent(s) ☐ Seller ☐ both Buyer and Seller as Limited Agent(s);

Seller's Agent(s) Utah Real Estate License Number(s): N/A

Seller's Brokerage N/A, represents ☐ Seller ☐ both Buyer and Seller as Limited Agent;

Seller's Brokerage Utah Real Estate License Number: N/A

Buyer's Agent(s) Brigid Flint/Michelle Eastman, represent(s) ☒ Buyer ☐ both Buyer and Seller as Limited Agent(s);

Buyer's Agent(s) Utah Real Estate License Number(s): 5888936SAO

Buyer's Brokerage Summit Sotheby's- Park Ave., represents ☒ Buyer ☐ both Buyer and Seller as a Limited Agent.

Buyer's Brokerage Utah Real Estate License Number: 6997226-CNOO

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by special warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) **Long-Term Lease or Rental Agreements.** Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

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

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

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

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

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

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

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

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

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

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

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Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3. FINANCING CONDITION. (Check Applicable Box)

(a) ☒ **No Financing Required.** Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☐ **Financing Required.** Buyer's obligation to purchase the Property IS conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$ 0.00 of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ WILL ☒ WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ 0.00. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ ARE ☐ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ Addendum No. 1 ☐ Seller Financing Addendum ☐ FHAVA Loan Addendum ☐ Other (specify) _____

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

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

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

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made; and no changes in

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the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

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

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

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

16. DEFAULT.

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

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

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

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

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

20. INSURANCE & RISK OF LOSS.

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

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

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

Page 5 of 6 pages Buyer's Initials DB Date 11/6/2019 | 4:58 PM MST Seller's Initials [Signature] Date 4/5/19

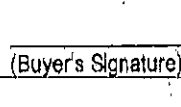
22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

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

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

(a) Seller Disclosure Deadline	<u>November 9, 2019</u>	(Date)
(b) Due Diligence Deadline	<u>November 25, 2019</u>	(Date)
(c) Financing & Appraisal Deadline	<u>N/A</u>	(Date)
(d) Settlement Deadline	<u>December 9, 2019</u>	(Date)

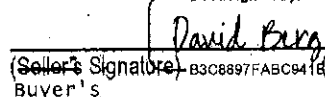
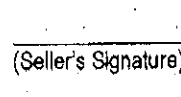
25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on November 7, 2019 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

	<u>11/8/19</u>	(Date)		(Date)
(Buyer's Signature)			(Buyer's Signature)	

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- [] **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- [X] **COUNTEROFFER:** Buyer presents for Seller's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 2.
- [] **REJECTION:** Seller rejects the foregoing offer.

	<u>11/6/2019 4:58 PM MST</u>	(Date)	(Time)		(Date)	(Time)
(Seller's Signature)	B3C8897FABCB411	(Date)	(Time)	(Seller's Signature)		

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM. THIS FORM HAS BEEN AMENDED AS FOLLOWS: IN PARAGRAPH 6.1 "GENERAL WARRANTY DEED" HAS BEEN AMENDED TO "SPECIAL WARRANTY DEED"

**ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of November 5, 2019, Including all prior addenda and counteroffers, between David Berg as Buyer, and Park City Municipal Corporation as Seller, regarding the Property located at 8789 Marsac Avenue Unit EHU Park City, UT, 84060. The following terms are hereby incorporated as part of the REPC:

1. Acceptance is subject to City Council approval in an open and public meeting prior to settlement.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:** _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ **Seller** ☒ **Buyer** shall have until 5:00 ☐ **AM** ☒ **PM** Mountain Time on November 7, 2019 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☐ Buyer ☒ Seller Signature

(Date) (Time)

☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

☒ **COUNTEROFFER:** ☐ **Seller** ☒ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. 2.

DocuSigned by:
David Berg 11/6/2019 | 4:58 PM MST
(Signature) B3C2897FABC9419... (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

ADDENDUM NO. 2
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☐ **ADDENDUM** ☒ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of November 5th, 2019, including all prior addenda and counteroffers, between David Berg as Buyer, and Park City Municipal Corporation as Seller, regarding the Property located at 8789 Marsac Ave. Unit EHU, #26 Park City, UT 84060 PARK CITY UT 84060. The following terms are hereby incorporated as part of the REPC:

1. Purchase price shall be \$725,000.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:** _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ **Seller** ☐ **Buyer** shall have until 6:00 ☐ **AM** ☒ **PM** Mountain Time on November 8th, 2019 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

David Berg 11/6/2019 | 4:58 PM MST acting City Manager 11-8-19 12:06 PM
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☒ Seller Signature (Date) (Time)
 David Berg

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☒ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

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

acting City Manager 11-8-19 12:06 PM
 (Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

ADDENDUM NO. 3
TO
REAL ESTATE PURCHASE CONTRACT

THIS IS AN ☒ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of November 5th, 2019, including all prior addenda and counteroffers, between David Berg as Buyer, and Park City Municipal Corp as Seller, regarding the Property located at 8789 Marsac Ave. Unit EHU, Park City UT 84060. The following terms are hereby incorporated as part of the REPC:

1. Section 24 (b) the Buyer's Due Diligence Deadline, shall be November 21st, 2019.

2. Section 24 (d) The Settlement Deadline shall be November 22, 2019.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☐ REMAIN UNCHANGED ☒ ARE CHANGED AS FOLLOWS: see above.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on November 19th, 2019 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

David Berg 11/18/2019 | 10:15 AM MST
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE:** ☒ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

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

[Signature] 11/18/19 11:31
 (Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

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

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Roger McClain

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Execute Amendment No. 6 to the Agreement, in a Form Approved by the City Attorney, with Alder Construction Company (Alder) for 3KWTP Construction Guaranteed Maximum Price (GMP) Construction Services for an Amount Not to Exceed \$77,500,000.00
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[3KWTP Construction Services Amendment No. 6 Staff Report](#)

City Council Staff Report



Subject: 3Kings Water Treatment Plant, ECI Pre-Construction and Construction Services – Amendment No. 6, 3KWTP Construction Services GMP, Alder Construction Company
Author: Roger McClain, Public Utilities Engineering Manager
Department: Public Utilities
Date: November 21, 2019
Type of Item: Administrative

Recommendation

Staff is seeking City Council's authorization for Early Contractor Involvement (ECI) construction services for the 3Kings Water Treatment Plant (3KWTP). Staff recommends Council authorize the City Manager to execute the Amendment No. 6 to the Agreement, in a form approved by the City Attorney, with Alder Construction Company (Alder) for 3KWTP Construction Guaranteed Maximum Price (GMP) construction services for an amount not to exceed \$77,500,000.00.

On November 8, 2018, Council authorized a Construction Agreement (CA) with Alder for 3KWTP Early Contractor Involvement Pre-construction Services. The selection of Alder as the ECI was based on a response to a publically issued RFQ. The CA requires the contractor to, as part of the pre-construction services, submit a cost proposal and schedule to establish a GMP for the construction services phase. If the City finds the proposal acceptable, the City may elect to enter into a construction services phase agreement.

Accordingly, Alder prepared a proposal based on the 90% design completion construction document package prepared by Jacobs and the pre-construction phase results (including allotted construction risks, identified issues, project constraints, value engineering findings, supplier early procurement and prequalification results, etc.) and submitted a proposal to complete the identified 3KWTP project.

Staff has reviewed the proposal and all supporting documentation, confirmed the final scope and costs, and is recommending the GMP Cost Proposal and construction schedule to Council. The 3KWTP Amendment No. 6 incorporates these key construction services into the ECI Contractor's existing contract.

Construction services generally include:

- Construction of the 3KWTP located on a 2.75 acre area that is generally located between Park City Municipal Corporation Golf Course Holes No. 11 and No. 12;
- Building Construction (multiple buildings and structures, approximately 58,000 sf) for the purpose of housing water treatment processes and equipment, treatment laboratory and operations, and Public Utilities administration offices;
- Associated site improvements (utilities, sitework, landscaping, etc.);
- Water treatment systems including equipment, controls, start-up & testing
- Temporary on-site facilities, utilities, and security system;
- Construction mitigation;

- As the CM/GC, Alder is required to meet the City's procurement policy and the requirements established in the CA in procuring equipment, acquiring subcontractors, and constructing the project.

Schedule. Construction work is scheduled to begin in February 2020, upon receipt of a Park City Building Permit and the subsequent issuance of a Notice to Proceed, with startup and testing be occurring in mid-2022. Construction and commissioning is to be complete by mid-2023. This schedule meets the City's Amended Stipulated Compliance timeline. Under contracts previously approved by Council, major utility work in Three Kings Drive is nearly complete and demolition of the existing Spiro WTP will occur in December 2019.

Background

- On November 8, 2018, Council authorized the execution of the Agreement and Amendment No. 1 to the Agreement for the 3Kings Water Treatment Plant Project Early Contractor Involvement Pre-construction Services with Alder Construction Company for in an amount not to exceed \$183,500.00. Subsequent amendments No's. 2 and 3, authorized July 18, 2019 and August 15, 2019, respectively, added supplemental pre-construction services work.
- On August 15, 2019, Council authorized the execution of Amendment No. 4 to the Agreement with Alder Construction Company the 3KWTP Off-site Utilities Phase 1 GMP.
- On September 12, 2019, Council authorized the execution of Amendment No. 5 to the Agreement with Alder Construction Company the 3KWTP Construction Mitigation and Demolition GMP.

Funding

The funding for Amendment No. 6 is from water service fees is included in the approved 5-year water CIP budget, and costs are included in the Water Department's long term comprehensive financial model. The issuance of multiple revenue bonds will be required to pay for this project. The amount of each bond will be determined on an annual basis based on the rate of expenditures on the project. A table summarizing project related Council approved contracts, anticipated contracts, and highlighting the proposed contract is attached to the staff report.

Continued Public Engagement

Consistent with the 3KWTP Public Outreach Plan presented to Council on March 8, 2018, using a variety of outreach tools staff will communicate and inform neighbors and the public throughout the project construction.

- Periodic (initially quarterly and adjusted as necessary) neighborhood meetings will be held.
- Emails and notifications will be sent to the immediate neighborhood in advance of any significant work items affecting the neighborhood and to provide period updates on the Project's progress.
- Public Service Announcements will be issued prior to start of construction and in advance of any significant work items impacting the community.

- Contractor and City Staff contact information will be provided to the neighborhood residents and HOA's.
- Signage providing project information is being placed at key locations on the perimeter construction fencing.
- A neighborhood "Meet the Contractor" is being scheduled for early spring in conjunction with a public open house for the new Golf Maintenance Building

Construction Mitigation

To address the potential impacts to the surrounding neighborhood, a 26 page Construction Mitigation Plan (CMP) was submitted to and approved by the Planning Commission on October 24, 2018, as a part of the Conditional Use Plan approval. More detailed site and work specific elements of the construction mitigation effort will be submitted as part of the Building Permit application process. Highlights of the CMP are:

- A covered pedestrian/vehicle barrier/walkway will be installed, for the duration of the project, over and along the sidewalk along the west side of Three Kings Drive from the northern to the southern boundary of the immediate 3KWTP site;
- All construction employees parking is required to be at off-site designated parking lot. Employees will be bussed to the work site;
- All exterior work shall be performed during work hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, restricted from City allowable work hours 7:00 a.m. to 9:00 p.m. Monday through Saturday. Exterior construction activities will be further restricted from December through February to between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. Interior work may be performed during the City allowable hours as long as other CMP items are adhered to;
- Construction vehicles, including delivery vehicles, are not allowed to park within Three Kings Drive without special approval of the Chief Building Official;
- To mitigate the adverse impacts from such operations as project related concrete and material deliveries, restrictions on trucking days and hours of operation have been included;
- Construction site lighting will be shielded in accordance with Park City's night sky ordinance and the use of task or area specific lighting (in preference to general site lighting) will be employed whenever possible. Overnight site lighting is not permitted;
- Golfers/cross-country users are to be protected from construction and construction workers are to be protected from golfing activities;
- Adjacent roadways, Thaynes Canyon Drive and Three Kings Drive, will be monitored for tracking of debris or roadway damage and addressed appropriately.

Related Upcoming Council Action Requests

Anticipated requests for Council action within the next 90 days related to this work are:

- 3KWTP construction engineering/inspection support services.;
- Materials and soils testing services.

Summary of Approved Council Contracts and Anticipated Contracts	
Total Approved Contracts	\$15,893,403
Total Estimated Contracts	\$107,050,000
Budget prior to FY 20	\$8,075,375
5 year CIP Budget (FY 20 - FY 24)	\$101,736,093
Total Budget	\$109,811,468
Percent Design Complete	90%
Percent Construction Complete	5%

Service	Contractor	Contract	CC Authorized Date	CC Authorized Amount	Estimated Contract Amount	Estimated Future Contract Approval Date
3Kings Water Treatment Plant and Associated Improvements						
Design Engineer - 3KWTP Concept & Process Development	CH2M (Jacobs)	DSPA	25-May-17	\$1,497,909.00	\$1,500,000	
Schematic Design		First Addendum	5-Apr-18	\$1,600,000.00	\$1,470,000	
Design Development & Const. Drawings		Second Addendum	8-Nov-18	\$5,870,000.00	\$5,100,000	
Supplemental Design and Equipment Procurement Assistance		Third Addendum		\$565,000.00	\$580,000	October 2019
Design Engineer - 3KWTP Process Advisory Assistance	WQTS	DSPA		\$98,460.00	\$100,000	
ECI Contractor - 3KWTP Pre-Construction & Construction Services	Alder Construction	Agreement	8-Nov-18	\$0.00	\$0	
Pre-Construction Services		Amendment No. 1	8-Nov-18	\$183,500.00	\$200,000	
Pre-Construction Services		Amendment No. 2	18-Jul-19	\$61,336.00	\$100,000	
Pre-Construction Services		Amendment No. 3	15-Aug-19	\$82,374.00	\$100,000	
Off-site Improvements Ph 1 GMP		Amendment No. 4	15-Aug-19	\$2,400,000.00	\$2,400,000	
Construction Mitigation & Demolition GMP		Amendment No. 5	2-Sep-19	\$2,530,650.00	\$2,500,000	
3KWTP Construction GMP		Amendment No. 6			\$77,000,000	November 2019
Off-site Improvements Ph 2 GMP		Amendment No. 7			\$6,000,000	June 2020
3KWTP Construction Engineering Services	TBD	DSPA			\$6,500,000	December 2019
3KWTP Geotechnical Engineering Services	TBD	DSPA			\$25,000	January 2020
3KWTP Materials Testing & Inspections	TBD	DSPA			\$750,000	January 2020
3KWTP Special Inspections	TBD	DSPA			\$50,000	January 2020
3KWTP Energy Modeling & Building Commissioning	Van Boerum Frank & Assoc.	DSPA	31-May-18	\$44,174.00	\$50,000	
Building & Mechanical Commissioning Services		First Addendum			\$75,000	February 2020
Public Art in the Community	TBD	DSPA			\$300,000	July 2020
Design Engineer - 3KWTP Off-Site Improvements	Bowen Collins & Associates	DSPA	8-Nov-18	\$755,000.00	\$800,000	
Construction Engineering - Off-Site Improvements Ph 1		First Addendum	15-Aug-19	\$205,000.00	\$200,000	
Construction Engineering - Off-Site Improvements Ph 2		Second Addendum			\$200,000	June 2020
Construction Engineering - Empire Tank Replacement		Third Addendum			\$50,000	June 2021
Empire Tank Replacement - Construction	TBD	C/A			\$650,000	March 2021
Empire Tank Replacement - Materials Testing	TBD	DSPA			\$25,000	March 2022
Judge Tunnel & Empire Tank Communications System	TBD	C/A			\$325,000	March 2023
3KWTP Building Permit Fee Waiver	TBD				TBD	
3KWTP Annual Operations and Maintenance Budget	NA				\$2,000,000 per year	Fiscal Year 22
TOTALS				\$15,893,403	\$107,050,000	

Notes

- 1- Dollar amounts shown in the estimated contract amount column are based on the best available information and are subject to change based on many factors such as scope change, project approach change, price inflation and other similar factors.
- 2 - The list of future contracts is estimated and some may be removed or added depending on the requirements of the project.

LEGEND:

- CC: City Council
C/A: Construction Agreement
CM/GC: Construction Manager/General Contractor
DSPA: Design Service Professional Services Agreement
TBD: To be Determined

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-55, an Ordinance Amending the Municipal Code of Park City: Title 4, Chapter 1 Definitions and Chapter 8 For-Hire Vehicles, to Facilitate Licensing Amendments; and Title 9, Chapter 5 Resident Permit Parking, to Facilitate the Creation of Drop, Load, and Staging Permits
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[For-Hire Ground Transportation License and Drop Load Staging Staff Report](#)

[Exhibit A: Licensing and Drop, Load and Staging Permit Ordinance](#)

[Exhibit B: Title 4-8 For Hire Ground Transportation Redlines](#)

[Exhibit C: Title 9 Parking Code Redline](#)

[Exhibit D: Drop and Load and Staging Zones and Cost Analysis](#)

[Exhibit E: Background](#)



City Council Staff Report

Subject: Approval of Ordinance 2019-55 Amending Ground Transportation Licensing, Establishing Parking Permits for Drop & Load and Staging Areas

Authors: Jenny Diersen, Economic Development

Department: Economic Development, Finance, Transportation Planning, Parking, Public Safety, Budget

Date: November 21, 2019

Type of Item: Legislative

Recommendation

In order to improve public safety and traffic congestion, staff recommends Council review, discuss, hold a public hearing and take action regarding:

1. Approve Ordinance 2019-55 (Exhibit A) making modifications to:
 - a) Amend [Title 4-8, For Hire Business License](#) to a “For-Hire Ground Transportation (FHGT)”;
 - i. Clarify the definitions of FHGT Vehicle and Business License
 - ii. Create a PCMC For-Hire Ground Transportation Business License that meets minimum [statutory requirements](#) for licensing TNC’s, including insurance, driver requirements such as background checks, no more than three moving, parking or idling violations, and the City shall be permitted to request driver documents or background check records at any time. The onus of compliance is the responsibility of the business including 24 hours’ notice if any driver has been arrested for a disqualifying offense.
 - iii. Adopt a licensing approach which allows FHGT businesses with substantially the same license requirements from another political subdivision as the Park City For-Hire Ground Transportation Business to operate on the streets of Park City.
 - b) Amend [Title 9, Parking Code](#) to establish Drop & Load and Staging (DLS) zones (Exhibit B) to be managed and operated by the Parking Manager. DLS Parking Permits are only transferable between vehicles owned and operated by the same company. Fees, zone locations and timeframes may be modified seasonally or operationally under the authority of the City Manager.
 - i. DLS Zones on Main Street would be in effect after 5 p.m. and require a DLS Parking Permit for use, which requires proof of FHGT License or equivalent license from another jurisdiction.
 - ii. DLS Zones on Swede Alley would be in effect after 5 p.m. and would not require a parking permit and be free of charge. Vehicles over 35 feet and 22,000 pounds shall not be eligible for a paid Main Street DLS permit and shall be required to use free staging areas on Swede Alley, unless a separate Special Use Parking Permit is issued by the Parking Department.
 - iii. DLS Zones would be free 15 minute parking before 5 p.m.

Please note there is a separate item in Council’s packet regarding level of Enforcement, Cost Recovery Goals and Fee Schedule Amendments.

Background

An extensive background of Transportation and Old Town Circulation is in Exhibit C. Old Town increasingly succumbs to extreme traffic and congestion during peak periods creating serious public safety, sustainability and quality of life concerns in residential areas.

Analysis

On [November 7, 2019, during a work session regarding For Hire Licensing, Drop and Load Zones as well as Old Town Circulation](#), Council gave direction for staff to:

- Establish a GT Business License;
- Restrict Commercial Drop and Load on Main Street unless in a DLS zones with a permit.
- Further follow up with HPCA on creation of additional zones, both paid and unpaid, and gave support of initial 5 DLS zones.
- Create free DLS zones off of Main Street.
- Allow free 15 minute parking to anyone until 5 p.m. in DLS Zones.
- Return with a budget discussion to provide stated enforcement levels of service and cost recovery goals.

Since the meeting, staff has continued to meet with members of the public, businesses and departments. While there remains unease, the majority are supportive of proposed changes, with continued communication and evaluation, including increased enforcement to help improve safety and reduce congestion. Staff proposes the DLS Zones on Main Street and Swede Alley be implemented to begin on December 13 until April 15 (Peak Winter Season). Staff has been coordinating on an operations and implementation plan that includes training/communication as well as enforcement. Once implemented, staff recommends giving the City Manager authority to contract or expand DLS zones to accurately reflect size or seasonality, which is consistent with PCMC Parking Code.

- The FHGT Business License approach would continue the evolution of PCMC's attempts to create a level marketplace Ground Transportation companies (local, for-hire, shuttles, TNC's, etc.). Proposed changes are consistent with statutory regulations (driver background checks, insurance requirements etc...).
- Parking inventory systems, coupled with transportation alternatives that reduce single occupant vehicles (Transit and Ground Transportation Vehicles) have largely been adequate for local, visitor and Special Event volumes for decades. Recommended DLS zones help increase accessibility and turnover to Main Street for transportation alternatives, while those looking for longer parking sessions can be accommodated in China Bridge.
- The advent and rise of ride share companies, including technology and legislative advances, have dramatically changed how people move between destinations, particularly during vacation and business travel.
- Outreach groups agree that even if we begin with education and training, enforcement from Parking and Police is necessary for behavior to change.

Adjusting business licensing, creating DLS zones and permits, and adding education enforcement should create greater operational control of Main Street. Through these changes, staff believes we can help mitigate some of the public safety concerns, better

balance residential concerns, reduce congestion and traffic, and increase positive guest experience and access to businesses on Main Street.

Attachments

Exhibit A: Ordinance 2019-55

Exhibit B: Title 4-8 For-Hire Ground Transportation Redlines

Exhibit C: Title 9 – Parking Code Redlines

Exhibit D: DLS Zone Map and Cost Analysis

Exhibit E: Background

Ordinance No. 2019-55

**AN ORDINANCE AMENDING TWO TITLES OF THE MUNICIPAL CODE OF PARK CITY:
TITLE 4, CHAPTER 1 DEFINITIONS AND CHAPTER 8 FOR-HIRE VEHICLES, TO
FASCILITATE LICENSING AMENDMENTS; ALSO AMENDING TITLE 9, CHAPTER 5
RESIDENT PERMIT PARKING, TO FASCILITATE THE CREATION OF DROP, LOAD, AND
STAGING PERMITS.**

WHEREAS, the City Council seeks to protect the safety and well-being of Park City's citizens and guests;

WHEREAS, the City Council supports simplifying the licensing process for local for-hire ground transportation businesses;

WHEREAS, the City Council supports creating a drop, load, and staging permit that may be issued at the discretion of the City Manager in short-term zones designated for such purposes;

WHEREAS, Park City is authorized by state law to regulate the movement of traffic, including stopping, standing, or parking; and,

WHEREAS, Park City is authorized by state law to regulate the traffic on heavily traveled streets when it is incompatible with the safe movement of traffic and pedestrians;

WHEREAS, creating drop, load, and staging zones at the City Manager's discretion is in the best interest of the public; and,

WHEREAS, the City Council seeks to increase the safety and efficiency of transportation in the best interest of the public,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I. FINDINGS. The above-recitals are hereby incorporated herein as findings.

Section II. AMENDMENT. Title 4, Chapter 1 and Chapter 8 of the Municipal Code is amended to read as outlined in Exhibit A; Title 9, Chapter 5 of the Municipal Code is amended to read as outline in Exhibit B.

Section III. EFFECTIVE DATE. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this ____ day of _____, 2019.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, Special Counsel

EXHIBIT A – AMENDING TITLE 4, CHAPTERS 1 & 8

[4-1-1 Definitions](#)

COMMERCIAL VEHICLES AND TRAILERS & CONSULTANT LICENSE. Motor vehicles used for a Business' normal activities, but not used to transport people to, from, and within Park City. Such vehicles include but are not limited to vehicles used for deliveries, cleaning or consulting, commercial hauling, and snow removal services, as well as cargo rental vehicles, concrete trucks, and dump trucks.

GROUND TRANSPORTATION VEHICLE. A vehicle used to provide transportation service for a passenger to, from, and within Park City, whether or not a fare is charged.

4-8 For-Hire Ground Transportation

[4-8-1 Definitions](#)

[4-8-2 For-Hire Ground Transportation Vehicle Operation Requirements](#)

[4-8-3 Requirements For Drivers](#)

[4-8-4 Compliance Responsibility](#)

[4-8-5 Background Check Requirement](#)

[4-8-6 State Motor Vehicle Endorsement Or Commercial Driver License Required And Background Check Certificate Required For Application](#) Repealed by Ord 2019-XX

[4-8-7 Compliance With City, State, And Federal Laws](#)

[4-8-8 Identifying Design](#)

[4-8-8.5 Repealed By Ord 2017-51](#)

[4-8-9 Display Of Charges](#)

[4-8-10 Receipts For Payment Of Fare](#)

[4-8-11 Hiring Vehicle With Intent To Defraud](#)

[4-8-12 Refusing To Pay Legal Fare](#)

[4-8-13 Direct Route Required](#)

[4-8-14 Prohibited Solicitation Procedures](#)

[4-8-15 Solicitation Of Hotel Business Prohibited](#)

[4-8-16 Engaging In Liquor Or Prostitution Traffic Prohibited](#)

[4-8-1 Definitions](#)

FARE. The consideration or charge of a For-Hire Ground Transportation Vehicle to provide transportation services for a passenger within Park City. Consideration may include non-cash value such as participating in a commercial promotional activity such as viewing real estate or timeshare information, merchandise or Art display, or movies, videos, or DVDs within or on a vehicle in exchange for the passenger delivery.

FOR-HIRE GROUND TRANSPORTATION VEHICLE. A vehicle used to transport passengers for a Fare. For-Hire Ground Transportation Vehicles include airport shuttles, taxicabs, limousines, or similar vehicles

used for the purposes outlined in this Title. This does not include hotel courtesy shuttles or any vehicle operating under the Transportation Network Company Registration Act.

FOR-HIRE GROUND TRANSPORTATION BUSINESS LICENSE. A Park City Business License issued by Park City authorizing the licensee thereof to conduct a For-Hire Ground Transportation Business.

TRANSPORTATION NETWORK COMPANY (TNC). The Transportation Network Company Registration Act defines a TNC as an entity that:

1. Uses a software application to connect a passenger to a transportation network driver providing transportation network services;
2. Is not a For-Hire Ground Transportation Vehicle and does not own, control, operate, or manage the vehicle used to provide the transportation network services.

TNC drivers must register under the TNC Act.

HISTORY

Adopted by Ord. [2019-17](#) on 4/18/2019

[4-8-2 For-Hire Ground Transportation Business License Requirements](#)

- A. No Person shall operate or engage in the business of operating a For-Hire Ground Transportation Vehicle upon the streets of Park City without first having obtained a valid For-Hire Ground Transportation Business License from the City, subject to the exceptions in this Chapter.
- B. A For-Hire Ground Transportation Business with a permanent, primary location within Park City limits and which operates For-Hire Ground Transportation services is required to obtain the For-Hire Ground Transportation Business License.
 1. Prior to the issuance of a For-Hire Ground Transportation Business License, the applicant shall submit a policy of commercial transportation insurance that includes:
 - i. Coverage for at least one million dollars (\$1,000,000) per vehicle and per occurrence, for each vehicle providing For-Hire Ground Transportation service with a seating capacity of fifteen (15) passengers or fewer, including the driver, and is not operated on a regular route;
 - ii. Coverage for at least five million dollars (\$5,000,000) per vehicle and per occurrence, for each vehicle providing For-Hire Ground Transportation service with a seating capacity of sixteen (16) or more passengers, including the driver; and,
 - iii. Any other motorist coverage to the extent required under state law.
 2. All office space must comply with the Land Management Code and this Title.

- C. A For-Hire Ground Transportation Business with a current business license from another political subdivision within the state may operate upon the streets of Park City without obtaining a Ground Transportation Business License from the City if the business license from the other political subdivision within the state has substantially the same requirements as the Park City For-Hire Ground Transportation Business License. The Finance Manager or designee is authorized to determine whether the requirements of another political subdivision are sufficient under this Chapter.
- D. All For-Hire Ground Transportation Vehicles shall have in the driver's possession a copy of the current vehicle registration, a copy of the Park City For-Hire Ground Transportation Business License or business license from another jurisdiction, and proof of required insurance. The driver shall have a "P" endorsement on their Utah State driver license if operating a vehicle that seats sixteen (16) or more. Failure to produce any of this information upon request may result in the issuance of a citation.
- E. The For-Hire Ground Transportation Business License must be renewed annually and include the date of expiration.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2019-17](#) on 4/18/2019

[4-8-3 Requirements For Drivers](#)

- A. Drivers of For-Hire Ground Transportation Vehicles must meet the background check requirements of this Chapter.
- B. A For-Hire Ground Transportation Business may not allow an individual to provide For-Hire Ground Transportation services if, within the preceding three hundred sixty-five (365) days, the individual:
 - 1. has been convicted of or pled guilty to three (3) or more moving violations;
 - 2. has been found to be in violation of the Park City Parking Code three (3) or more times;
or,
 - 3. has been found to be in violation of three (3) or more idling violations.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2016

Amended by Ord. [16-13](#) on 3/24/2016

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2019-17](#) on 4/18/2019

[4-8-4 Compliance Responsibility](#)

The licensee shall not be relieved of any responsibility for compliance with the provisions of this Title, whether the licensee leases or rents For-Hire Ground Transportation Vehicles to drivers, or whether the licensee pays salary, wages, or any other form of compensation to drivers.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Amended by Ord. [16-13](#) on 3/24/2016

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2019-17](#) on 4/18/2019

[4-8-5 Background Check Requirement](#)

- A. Before a For-Hire Ground Transportation Business allows an individual to provide For-Hire Ground Transportation services or drive a For-Hire Ground Transportation Vehicle, the business shall obtain a criminal background check on the individual
- B. The criminal background check report or certificate shall be maintained by the business for a minimum of three (3) years.
- C. The City shall be permitted to request the background check records at any time. The City shall also be permitted to further investigate any information that is relevant to such background checks in order to determine the accuracy of the information. This investigation may include requiring the driver to provide additional information.
- D. A For-Hire Ground Transportation Business may not allow an individual to drive for the Business if the individual:
 1. has been convicted, in the seven years before the day on which the individual begins driving for the Ground Transportation Business, of:
 - i. driving under the influence of alcohol or drugs;
 - ii. fraud;
 - iii. a sexual offense;
 - iv. a felony involving a motor vehicle;
 - v. a crime involving property damage;
 - vi. a crime involving theft;
 - vii. a crime of violence; or
 - viii. an act of terror;

2. is required to register as a sex offender in accordance with the Utah Sex and Kidnap Offender Registry;
 3. does not have a valid Utah driver license; or
 4. is not at least 19 years of age.
- E. A For-Hire Ground Transportation driver has a continuing obligation to disclose to the Business within twenty-four (24) hours any arrest for a disqualifying offense. The Business Licensee must notify the Finance Manager or designee within (24) hours if any driver has been arrested for a disqualifying offense, which is listed in subsection (D) above.
- F. Failure to comply with the continuing obligation to notify the Finance Manager or designee within twenty-four (24) hours of a disqualifying offense that is listed in Subsection (D) above, or the accumulation of three (3) moving violation convictions during the past three hundred sixty-five (365) days is a Class "A" misdemeanor.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2019-17](#) on 4/18/2019

[4-8-6 State Motor Vehicle Endorsement Or Commercial Driver License Required And Background Check Certificate Required For Application](#) Repealed by Ord 2019-XX

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

[4-8-7 Compliance With City, State, And Federal Laws](#)

Every driver licensed under this Chapter shall comply with all city, state, and federal laws. Failure to do so may result in the suspension or revocation of a Business license by the City.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Amended by Ord. [16-13](#) on 3/24/2016

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

[4-8-8 Identifying Design](#)

Each For-Hire Ground Transportation Vehicle shall bear on the outside of each rear or front door, in painted letters not less than five-sixteenths inch (5/16") stroke and more than two and one quarter

inches (2¼") in height, the name of the licensee and the company number, which number shall also be painted or placed on the rear of the vehicle.

The identifying design shall be permanent. The use of magnetic or removable signs is prohibited.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

[4-8-8.5 Repealed By Ord 2017-51](#)

HISTORY

Amended by Ord. [14-52](#) on 10/30/2014

Amended by Ord. [16-07](#) on 1/28/2015

Repealed by Ord. [2017-51](#) on 10/5/2017

[4-8-9 Passenger Access to Fares and Rates](#)

The following items shall be readily accessible in the passenger compartment of the Ground Transportation Vehicle:

- A. The Fare schedule; and,
- B. Contact information, including a telephone number, for the owner or responsible party of the For-Hire Ground Transportation Vehicle.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [06-57](#) on 8/3/2006

Amended by Ord. [16-07](#) on 1/28/2015

Amended by Ord. [16-13](#) on 3/24/2016

Amended by Ord. [2017-11](#) on 3/30/2017

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2019-17](#) on 4/18/2019

[4-8-10 Receipts For Payment Of Fare](#)

The driver of any For-Hire Ground Transportation Vehicle shall, upon demand by the passenger, render to such passenger a receipt for the amount charged, either by a mechanically printed receipt or by specially prepared receipt, on which shall be the name of the owner, Business license information, amount of charges, and date of transaction.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

[4-8-11 Hiring Vehicle With Intent To Defraud](#)

It is unlawful for any Person to hire any vehicle defined in this Chapter with intent to defraud the Person from whom it is hired of the value of such service.

HISTORY

Adopted by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

[4-8-12 Refusing To Pay Legal Fare](#)

It is unlawful for any Person to refuse to pay immediately the legal Fare of any of the vehicles mentioned in this Chapter.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

[4-8-13 Direct Route Required](#)

Any For-Hire Ground Transportation Vehicle driver employed to carry a passenger to a definite point shall take the most direct route possible that will carry the passenger safely and expeditiously to his/her destination, unless otherwise directed by the passenger.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

[4-8-14 Prohibited Solicitation Procedures](#)

1. No driver shall solicit patronage by:
 1. Using a tone of voice that a reasonable Person would consider to be loud or annoying;
 2. Using a sign;
 3. Engaging in any activity or behaving in a manner that would annoy a reasonable Person or obstruct the movement of any Persons;
 4. Following any Person for the purpose of soliciting patronage.

2. The driver of any For-Hire Ground Transportation Vehicle shall remain in the driver's compartment or immediately adjacent to their vehicle at all times when on duty and such vehicle is upon the public streets. The driver is permitted to leave the driver's compartment when actively aiding passengers in loading or unloading the vehicle.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

[4-8-15 Solicitation Of Hotel Business Prohibited](#)

It is a violation of this Chapter for any driver of a For-Hire Ground Transportation Vehicle to solicit Business for any hotel, motel, or other nightly lodging Business, or to attempt to divert patronage from one hotel, motel, or other nightly lodging Business to another.

HISTORY

Adopted by Ord. [2017-51](#) on 10/5/2017

[4-8-16 Engaging In Liquor Or Prostitution Traffic Prohibited](#)

It is unlawful for any For-Hire Vehicle driver to sell intoxicating liquor or to knowingly transport Persons for the purpose of buying liquor unlawfully, or to solicit Business for any house of ill repute or prostitute. It is also unlawful for any For-Hire Vehicle driver to permit any Person to occupy or use his/her vehicle for the purpose of prostitution, lewdness, or assignation, with knowledge or reasonable cause to know that the same is or is to be used for such purposes, or to direct, take, or transport, or to offer or agree to direct, take, or transport, any Person to any building or place, or to any other Person, with knowledge or reasonable cause to know that the purpose of such directing, taking, or transporting is prostitution, lewdness, or assignation.

HISTORY

Adopted by Ord. [2017-51](#) on 10/5/2017

EXHIBIT A– AMENDING TITLE 9, CHAPTER 5

[9-5 Permit Parking](#)

[9-5-1 Permit Parking Area](#)

[9-5-2 Year Round Regulations](#)

[9-5-3 Types Of Permits](#)

[9-5-4 Permits Do Not Affect General Parking Regulations](#)

[9-5-5 Permit Does Not Guarantee Parking](#)

[9-5-6 Issuance Of Permits And Permit Fees](#)

[9-5-7 Valid Permit To Be Registered](#)

[9-5-8 Replacement Permit](#)

[9-5-9 Signs](#)

[9-5-10 Violations](#)

[9-5-11 Multiple Permits](#)

[9-5-12 Permits Non-Transferable](#)

[9-5-13 Falsely Obtaining Permits Prohibited; Alteration Or Reproduction](#)

[9-5-14 Hours Of Enforcement](#)

[9-5-15 Reserved Parking Areas](#)

[9-5-16 Official Vehicles](#)

[9-9-3 Nature of Violations](#)

[9-5-1 Permit Parking Area](#)

The City Manager or designee shall determine which streets or public parking facilities would benefit by inclusion in a Permit Parking Zone (PPZ). The City Manager or designee shall designate the boundaries of each zone identifying each zone by letter, number or name, and cause a parking area map to be published showing the zone boundaries.

If modification of an established parking zone boundary or establishment of a new PPZ is determined to be in the public interest, the City Manager or designee shall designate the boundaries thereof and give fourteen (14) days notice of the same by publication twice in a newspaper of general circulation within the City.

[9-5-2 Year Round Regulations](#)

The parking regulations of this Chapter shall apply to the zones designated on the current Parking Area Map on a year-round basis.

[9-5-3 Types Of Permits](#)

The following permit types are established and shall be issued by the City upon payment of the appropriate fee, if any, as designated in the Fee Resolution:

- A. RESIDENT PERMIT. One (1) resident permit shall be issued for each vehicle owned by a person residing within a Residential Permit Zone (RPZ). If more than two (2) permits are requested for one (1) residence, the owner(s) of the vehicles of the residence must make a formal application to the City for additional permits. In no case shall the number of resident permits issued to one (1) residence exceed five (5). Permits will only be issued to the extent that the number of vehicles registered at the dwelling exceeds the off-street parking available at that dwelling to encourage the use of all available off-street parking. No more than two (2) permits shall be issued to any residence within an RPZ that requires parking on a public street subject to time limited parking, as set forth in 9-3-3 of the Municipal Code. An applicant for a permit shall present a current Utah Motor Vehicle registration, a current operator's license, and proof of residence with the application, and shall certify the application with his or her signature.

No permit shall be issued in the event that either the registration or license shows an address not within the RPZ unless the applicant demonstrates to the satisfaction of the City Manager or designee that the applicant is, in fact, a resident of the RPZ and that the vehicle is used primarily by the applicant.

The resident permits shall be valid until the expiration date shown on the permit, or until the resident, business, or qualified non-profit organization relocates outside of the RPZ, or until the permitted vehicle is sold, whichever occurs first.

Resident permits shall be valid only in the same residential permit parking zone in which the residence, business, or qualified institution is located.

- B. RESIDENT GUEST PERMIT. One (1) resident guest permit shall be provided to each residential, business or qualified non-profit institution address receiving at least one (1) resident permit within an RPZ, subject to the following conditions:
1. Resident guest permits shall be issued for the exclusive use of the resident permit holder's guests only during periods when the guests are actually visiting a resident permit holder's address. Resident guest permits shall display the host resident's resident permit number. Residents shall instruct their guests in the proper display and use of the guest permit.
 2. Resident guest permits issued to business or non-profit institution guests within an RPZ shall be valid only while the guest is actually engaged in business at a resident permit holder's business or institution address. Resident guest permits issued to businesses or institutions within an RPZ shall display the host business's or institution's resident permit number. Businesses or institutions shall instruct their guests in the proper display and use of the guest permit.

3. Resident guest permits may also be issued directly to guests by the Transportation & Parking Department subject to reasonable conditions imposed by the City Manager or designee.

The resident guest permits shall be valid until the expiration date shown on the permit, or until the holder of the host permit relocates outside of the RPZ, whichever occurs first.

The resident guest permit shall be valid only in the same residential permit Parking zone in which the host residence, business, or qualified institution is located.

- C. LODGING GUEST PERMIT. Lodge guests permits shall be issued to, or approved for, lodges within a non-metered RPZ for the exclusive use of lodge guests during their period of stay at the lodge. Lodge owners shall fill out the lodge guest permit completely, using permanent ink, and instruct their employees and guests in the proper display and use of the lodge guest permit. Passes shall not be available for transient lodging units with available off-street parking for their guests and/or employees, or for lodging units located within a metered parking zone. Lodge guest permits may also be issued to individuals with unusual or special needs at the discretion of the City Manager or designee.

The lodge guest permit shall be valid either only during the guest's stay at the lodge, or for seven (7) days from the date of issue to the guest, whichever is less.

The lodge guest permit shall be valid only in the same residential permit Parking zone in which the host lodge is located.

- D. EMPLOYEE PERMIT. If the City Manager or designee deems necessary, employee permits may be made available upon payment of the prescribed fee, if any, to Main Street area businesses that have inadequate off-street parking for parking in designated public parking facilities.
- E. BUSINESS PERMIT. If the City Manager or designee deems necessary, business permits may be made available upon payment of the prescribed fee, if any, to Main Street area businesses for parking in designated public parking facilities.
- F. SERVICE VEHICLE PERMIT. Service vehicle permits shall be made available to allow building maintenance and cleaning functions for buildings in the resident permit zones. Applicants shall possess a valid Park City business license. Service vehicles shall be required to use short-term zones, or park in metered spaces and pay the hourly fee while conducting service calls in the metered Main Street core parking areas.
- G. DROP, LOAD, AND STAGING (DLS) PERMIT. If the City Manager or designee deems necessary, DLS permits shall be issued for ground transportation upon demonstration of eligibility and payment of the prescribed fee. DLS permits shall be valid until the expiration date shown on the permit. The following types of ground transportation are eligible for a DLS permit:

1. A hotel courtesy shuttle;
2. A registered TNC driver under the Transportation Network Company Registration Act;
3. A ground transportation business with a Park City For-Hire Ground Transportation Business License or a current business license from another political subdivision within the state, as defined in Title 4 Chapter 8.

HISTORY

Amended by Ord. [00-52](#) on 9/28/2000

Amended by Ord. [12-25](#) on 9/13/2012

Amended by Ord. [2017-58](#) on 11/9/2017

[9-5-4 Permits Do Not Affect General Parking Regulations](#)

The provisions of this Chapter on permit parking do not supersede any other provisions of the Park City Parking Code with respect to general parking regulations such as parking in a manner that obstructs driveways or traffic, parking that interferes with snow removal, proximity to intersections, fire hydrants and other general parking regulations. It is not a defense to any parking violation that the violator had a parking permit, unless alleged violation is parking without the required permit.

[9-5-5 Permit Does Not Guarantee Parking](#)

The intent of this Chapter is to attempt to divide the limited pool of available parking among the various classifications of parking users on an equitable basis. The issuance of a permit does not guarantee a place to park at all times.

[9-5-6 Issuance Of Permits And Permit Fees](#)

Parking permits shall be issued through the Transportation & Parking Department. Permit fees for each permit type determined by the City. Proof of eligibility within the permit parking area and payment of the applicable fee will be required before a permit will be issued. All permits are valid only for their prescribed use and area.

[9-5-7 Valid Permit To Be Registered](#)

Permits will be valid through the registered expiration date. It shall be unlawful to use an expired permit while parking in a permit area. Resident permits will be in the form of stickers, which shall be affixed to the permittee's vehicle as designated on the sticker, or permits will be associated with a registered license plate number. Permits in the form of hangtags shall be suspended from the rearview mirror so as to face toward the front of the vehicle.

HISTORY

Amended by Ord. [2017-58](#) on 11/9/2017

[9-5-8 Replacement Permit](#)

Replacement permits will be issued to replace permits that have been lost, destroyed, or in cases where there has been a change in vehicles for a handling charge as determined by the City. Upon issuance of a replacement permit, the original permit shall be void; and it shall be unlawful for any vehicle to display the permit.

[9-5-9 Signs](#)

The City will designate the various parking areas with signs at the entrance to the affected public parking facilities, or along the designated streets. In the absence of signs, on-street parking is hereby designated as resident permit parking and a resident parking permit is required. The designations of parking areas may be changed from time-to-time by relocation or redesignation of the signs to adapt to actual parking demand experienced for that kind of parking area.

[9-5-10 Violations](#)

Parking any vehicle in a manner that is in conflict with the provisions of this Title is unlawful, and shall be punishable as an infraction or civil penalty found in the Fee Schedule. In addition to enforcement by ticket, illegally parked vehicles are subject to towing.

[9-5-11 Multiple Permits](#)

Persons who are entitled to more than one (1) classification of permit, such as persons residing and working in the permit Parking area, shall be entitled to only one (1) permit, which will be the resident permit or other permit which is the least restrictive available to which that person is entitled.

[9-5-12 Permits Non-Transferable](#)

Except as provided in subsection (B), permits shall not be transferable and may be revoked in the event the Transportation & Parking Department determines that the owner of the vehicle, the driver of the vehicle, or the vehicle itself for which a permit has been issued no longer meets the eligibility requirements established by the Transportation & Parking Department. Upon no longer meeting the eligibility requirements, the holder of the permit shall surrender such permit to the Transportation & Parking Department.

- A. The residential guest permit is transferable.
- B. The DLS permit is only transferable between vehicles owned and operated by the same company.

[9-5-13 Falsely Obtaining Permits Prohibited; Alteration Or Reproduction](#)

It shall be unlawful to falsely represent oneself as eligible for a permit under this division or to furnish any false information in, or in conjunction with, an application for a residential parking permit. It shall be unlawful to attempt or to reproduce or alter any permit issued by the City.

[9-5-14 Hours Of Enforcement](#)

The parking restrictions stipulated in Chapter 5 of this Title shall be enforced according to official signs posted in the resident permit zones, unless otherwise specified.

[9-5-15 Reserved Parking Areas](#)

In any area designated as a permit zone, where parking is prohibited with certain permits exempt, it shall be unlawful for any person to park any motor vehicle on the street between the posted hours unless there is affixed to the windshield of such motor vehicle a valid parking permit corresponding to the permits which are posted as exempt.

[9-5-16 Official Vehicles](#)

Emergency, government, and public utility vehicles engaged in official business shall be exempt from permit and Chapter 7, Paid Parking, requirements.

[9-9-3 Nature of Violations](#)

Violations of this Title are punishable by infractions, or punishable by a fine, fee or civil penalty, including immobilization and/or towing, but not imprisonment.

4-1-1 Definitions

COMMERCIAL VEHICLES AND TRAILERS & CONSULTANT LICENSE. Motor vehicles used for a Business' normal activities, but not used to transport people to, from, and within Park City ~~for a Fare~~. Such vehicles include but are not limited to vehicles used for deliveries, cleaning or consulting, commercial hauling, and snow removal services, as well as cargo rental vehicles, concrete trucks, and dump trucks.

GROUND TRANSPORTATION VEHICLE. A vehicle used to provide transportation service for a passenger to, from, and within Park City, whether or not a fare is charged.

~~**SHUTTLE.** A vehicle that travels between fixed locations for a set or predetermined Fare.~~

4-8 For Hire Vehicles

4-8-1 Definitions

4-8-2 For Hire Vehicle Operation Requirements

4-8-3 License Requirements For Operators

4-8-4 Compliance Responsibility

4-8-5 Background Check Requirement

4-8-6 State Motor Vehicle Endorsement Or Commercial Driver License Required And Background Check Certificate Required For Application

4-8-7 Compliance With City, State, And Federal Laws

4-8-8 Identifying Design

4-8-8.5 Repealed By Ord 2017-51

4-8-9 Display Of Charges

4-8-10 Receipts For Payment Of Fare

4-8-11 Hiring Vehicle With Intent To Defraud

4-8-12 Refusing To Pay Legal Fare

4-8-13 Direct Route Required

4-8-14 Prohibited Solicitation Procedures

4-8-15 Solicitation Of Hotel Business Prohibited

4-8-16 Engaging In Liquor Or Prostitution Traffic Prohibited

4-8-1 Definitions

4-8 For-Hire Ground Transportation

4-8-1 Definitions

4-8-2 For-Hire Ground Transportation Vehicle Operation Requirements

4-8-3 Requirements For Drivers

4-8-4 Compliance Responsibility

4-8-5 Background Check Requirement

4-8-6 State Motor Vehicle Endorsement Or Commercial Driver License Required And Background Check

Exhibit A: Title 4 For Hire Business License Amendments

Certificate Required For Application Repealed by Ord 2019-XX

4-8-7 Compliance With City, State, And Federal Laws

4-8-8 Identifying Design

4-8-8.5 Repealed By Ord 2017-51

4-8-9 Display Of Charges

4-8-10 Receipts For Payment Of Fare

4-8-11 Hiring Vehicle With Intent To Defraud

4-8-12 Refusing To Pay Legal Fare

4-8-13 Direct Route Required

4-8-14 Prohibited Solicitation Procedures

4-8-15 Solicitation Of Hotel Business Prohibited

4-8-16 Engaging In Liquor Or Prostitution Traffic Prohibited

4-8-1 Definitions

FARE. The consideration or charge of a For-Hire Ground Transportation Vehicle to provide transportation ~~services~~services for a passenger within Park City. Consideration may include non-cash value such as participating in a commercial promotional activity such as viewing real estate or timeshare information, merchandise or Art display, or movies, videos, or DVDs within or on a vehicle in exchange for the passenger delivery.

FOR-HIRE GROUND TRANSPORTATION VEHICLE. A vehicle used to transport passengers for a Fare. For-Hire Ground Transportation Vehicles include ~~Airport Shuttles, Taxicabs~~airport shuttles, taxicabs, limousines, or similar vehicles used for the purposes outlined in this Title. This does not include hotel courtesy shuttles or any vehicle ~~licensed through a operating under the~~ Transportation Network Company ~~that only receives fares through a mobile application.~~Registration Act.

FOR-HIRE ~~VEHICLE~~GROUND TRANSPORTATION BUSINESS LICENSE. A Park City Business ~~license~~License issued by Park City authorizing the licensee thereof to conduct a For-Hire ~~Vehicle~~Ground Transportation Business.

FOR-HIRE VEHICLE STICKER. ~~A sticker issued by the City indicating that the owner of the vehicle has met all requirements to obtain a Business license from the City to conduct a For Hire Vehicle Business and each driver has passed all Background Check Certificate requirements and has shown proof of a valid Utah driver's license.~~

TAXICAB. ~~A vehicle used to transport passengers for a Fare.~~

TRANSPORTATION NETWORK COMPANY (TNC). The Transportation Network Company Registration Act defines a TNC as an entity that:

1. Uses a software application to connect a passenger to a transportation network driver providing transportation network services;

Exhibit A: Title 4 For Hire Business License Amendments

2. Is not a For-Hire Ground Transportation Vehicle; and does not own, control, operate, or manage the vehicle used to provide the transportation network services.

TNC drivers must register under the TNC Act.

HISTORY

Adopted by Ord. 2019-17 on 4/18/2019

4-8-2 For Hire Vehicle Operation Requirements

4-8-2 For-Hire Ground Transportation Business License Requirements

- A. No Person shall operate or ~~permit~~engage in the business of operating a For-Hire ~~Vehicle-owned or controlled by such Person to be operated as a vehicle for hire~~Ground Transportation Vehicle upon the streets of Park City without first having obtained a valid For-Hire ~~Vehicle~~Ground Transportation Business License from the City ~~in accordance with, subject to the procedures~~exceptions in this Title, ~~except as provided below in Section I. Chapter.~~
- B. ~~No Person shall operate or permit~~A For-Hire Ground Transportation Business with a permanent, primary location within Park City limits and which operates For-Hire Ground Transportation services is required to obtain the For-Hire Ground Transportation Business License.
 1. Prior to the issuance of a For-Hire ~~Vehicle-owned or controlled by such Person to be operated as~~Ground Transportation Business License, the applicant shall submit a vehicle for hire upon the streets of Park City without first having obtainedpolicy of commercial transportation insurance coverage that includes:
 - B.i. Coverage for at least one million dollars (\$1,000,000) per vehicle ~~if the vehicle provides Taxicab and per occurrence, for each vehicle providing For-Hire Ground Transportation service, has with~~ a seating capacity of fifteen (15) passengers or fewer, including the driver, and is not operated on a regular route. ~~If the vehicle seats sixteen (16) or more passengers, including the driver, the owner is to provide proof of commercial transportation insurance coverage for at least five million dollars (\$5,000,000) per vehicle. Proof of this commercial insurance shall be required prior to the issuance of the For Hire Vehicle permit;~~
 - ii. ~~No Person shall operate or permit a For-Hire Vehicle-owned or controlled by such Person to be operated as a vehicle~~Coverage for at least five million dollars (\$5,000,000) per vehicle and per occurrence, for each vehicle providing For-Hire Ground Transportation service with a seating capacity of sixteen (16) or more passengers, including the driver; and,
 - iii. Any other motorist coverage to the extent required under state law.
 2. All office space must comply with the Land Management Code and this Title.

- C. ~~hire-A For-Hire Ground Transportation Business with a current business license from another political subdivision within the state may operate~~ upon the streets of Park City without first having provided the required documents to be an eligible driver and ~~obtained~~ obtaining a Park City For-Hire Vehicle Sticker Ground Transportation Business License from the City if the business license from the other political subdivision within the state has substantially the same requirements as the Park City For-Hire Ground Transportation Business License. The Finance Manager or designee is authorized to determine whether the requirements of another political subdivision are sufficient under this Chapter.
- D. ~~No Person who has been convicted of or plead guilty to three (3) or more moving violations within the preceding three hundred sixty five (365) days shall be permitted to operate a For Hire Vehicle upon the streets of Park City.~~
- E. ~~No Person who has been found to be in violation of the Park City Parking Code three (3) or more times within the preceding three hundred sixty five (365) days shall be permitted to operate a For Hire Vehicle on Park City streets.~~
- F. ~~No Person who has been found to be in violation of or pleaded guilty to three (3) or more idling violations within the preceding three hundred sixty five (365) days shall be permitted to operate a For Hire Vehicle on Park City streets.~~
- G. ~~All vehicles that have been licensed by the City shall be issued a For-Hire Vehicle Sticker that shall be used as an identifying marking. The For-Hire Vehicle Sticker must be placed on the bottom left corner of the rear window of the vehicle on the driver's side. The For-Hire Vehicle Sticker shall be issued by the City and include the date of expiration.~~
- H.D. _____ All For-Hire Ground Transportation Vehicles shall have in the driver's possession a copy of the current vehicle registration, a copy of the Park City For-Hire Ground Transportation Business License or business license from another jurisdiction, and proof of required insurance ~~as required by this Code, and the~~. The driver shall have a "P" endorsement on their Utah State driver license if operating a vehicle that seats sixteen (16) or more. Failure to produce any of this information upon request may result in the issuance of a citation.
- I. ~~The following items shall be prominently displayed in the passenger compartment of the For-Hire Vehicle:~~
1. ~~The Fare schedule;~~ Ground Transportation Business License must be renewed annually and
 2. ~~Contact information, including a telephone number, for the owner or responsible party of the For-Hire Vehicle.~~
- J.E. ~~For the purpose of this Chapter, the term 'operate for hire upon the streets of Park City' shall not include:~~ the date of expiration.

Exhibit A: Title 4 For Hire Business License Amendments

~~1. The transporting by a For Hire Vehicle of a passenger or passengers where the trip shall originate with the passenger or passengers being picked up outside the corporate limits of the City and the destination is either within or beyond the City corporate limits.~~

~~K. The term 'operate for hire upon the streets of Park City' means and shall include the soliciting or picking up of a passenger or passengers within the corporate limits of the City, whether the destination is within or outside of the corporate limits of the City.~~

~~L. 1. All office space must comply with the Land Management Code and this Title.~~

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2019-17](#) on 4/18/2019

4-8-3 License Requirements For Operators

~~It is unlawful for any Person to operate a~~ 4-8-3 Requirements For Drivers

~~A. Drivers of For-Hire Vehicle upon~~ Ground Transportation Vehicles must meet the streets of background check requirements of this Chapter.

~~B. A For-Hire Ground Transportation Business may not allow an individual to provide For-Hire Ground Transportation services if, within the City without providing~~ preceding three hundred sixty-five (365) days, the required documents individual:

- ~~1. has been convicted of or pled guilty to three (3) or more moving violations;~~
- ~~2. has been found to be eligible as a driver and without a valid~~ in violation of the ~~Park City For-Hire Vehicle Business License~~ Parking Code three (3) or more times; or,
- ~~3. has been found to be in violation of three (3) or more idling violations.~~

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2016

Amended by Ord. [16-13](#) on 3/24/2016

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2019-17](#) on 4/18/2019

4-8-4 Compliance Responsibility

4-8-4 Compliance Responsibility

Exhibit A: Title 4 For Hire Business License Amendments

The licensee shall not be relieved of any responsibility for compliance with the provisions of this Title, whether the licensee leases or rents For-Hire Ground Transportation Vehicles to drivers, or whether the licensee pays salary, wages, or any other form of compensation to drivers.

HISTORY

Amended by Ord. 01-31 on 7/19/2001

Amended by Ord. 16-07 on 1/28/2015

Amended by Ord. 16-13 on 3/24/2016

Repealed & Reenacted by Ord. 2017-51 on 10/5/2017

Amended by Ord. 2019-17 on 4/18/2019

4-8-5 Background Check Requirement

4-8-5 All drivers Background Check Requirement

- A. Before a For-Hire Ground Transportation Business allows an individual to provide For-Hire Ground Transportation services or drive a For-Hire Ground Transportation Vehicle, the business shall obtain a Background Check Certificate from the Utah Bureau of Criminal Investigation (BCI).
~~All drivers shall also obtain a driver license record criminal background check on the individual~~
- B. The criminal background check report from the Utah Driver License Division showing "Valid" as license status, or certificate shall be maintained by the business for a minimum of three (3) years.
- ~~1.C. The City shall be permitted to request the background check records at any time. The City shall also be permitted to further investigate any information that is relevant to such background checks in order to determine the accuracy of the information. This investigation may include, but is not limited to, requiring the applicant driver to provide additional information. Drivers who possess a current Salt Lake City Vehicle Operator's Certificate (VOC/Airport Badge) may submit their VOC in lieu of a BCI Identification Record and driver history report.~~
- ~~2.—The Park City Police Department shall review the Identification Record of each driver and identify if the driver has engaged in a disqualifying criminal offense, as set forth by this Section. A driver is deemed to have engaged in a disqualifying criminal offense if the driver has been convicted, or found not guilty by reason of insanity, of any of the crimes listed in this Section. Disqualifying offenses shall include:~~
- ~~1.—Murder;~~
 - ~~2.—Assault or aggravated assault;~~
 - ~~3.—Kidnapping or hostage taking;~~
 - ~~4.—Rape, aggravated sexual abuse, or other sex crime, including, but not limited to, unlawful sexual activity with or sexual abuse of a minor, enticing a minor over the~~

~~internet, unlawful sexual intercourse or conduct, object rape or sodomy, forcible sexual abuse, aggravated sexual assault, sexual exploitation of a minor, incest, lewdness, or obscene acts, sex acts for hire, or solicitation of sex;~~

~~5.—Stalking;~~

~~6.—Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon;~~

~~7.—Extortion;~~

~~8.—Robbery, burglary, theft, bribery;~~

~~9.—Distribution of, or intent to distribute, a controlled substance;~~

~~10.—Felony arson;~~

~~11.—Felony involving a threat;~~

~~12.—Felony involving willful destruction of property;~~

~~13.—Felony involving dishonesty, fraud, or misrepresentation;~~

~~14.—Possession or distribution of stolen property;~~

~~15.—Felony involving importation or manufacture of a controlled substance;~~

~~16.—Illegal possession of a controlled substance punishable by a maximum of imprisonment of more than one year;~~

D. ~~Reckless driving. A For-Hire Ground Transportation Business may not allow an individual to drive for the Business if the individual:~~

1. ~~has been convicted, in the seven years before the day on which the individual begins driving for the Ground Transportation Business, of:~~

i. ~~driving while under the influence of alcohol or a controlled substance, or being in or about a drug;~~

ii. ~~fraud;~~

iii. ~~a sexual offense;~~

iv. ~~a felony involving a motor vehicle while under the influence of alcohol or a controlled substance;~~

v. ~~a crime involving property damage;~~

vi. ~~a crime involving theft;~~

vii. ~~a crime of violence; or~~

viii. ~~an act of terror;~~

17.2. ~~_____ is required to register as a sex offender in accordance with the intent of driving Utah Sex and Kidnap Offender Registry;~~

18. ~~Felony involving does not have a driving offense.~~

~~3. If a driver's criminal record discloses arrests for a disqualifying offense without indicating disposition, the Police Department must investigate and make a determination as to whether the arrest resulted in a disqualifying offense as provided under this Section.~~

~~4.3. Prior to making a final decision to deny a Background Check Certificate, the Police Department shall advise the valid Utah driver that the Identification Record discloses a disqualifying offense. If the driver's Identification Record inaccurately contains a disqualifying offense, the driver may seek to complete or correct the Information Record by contacting the local jurisdiction responsible for the information and the BCI within thirty (30) days following notice of the disqualifying information. The driver must also notify the Police Department and indicate their intent to correct any inaccurate information. The Police Department must then receive a copy of the BCI record or certified true copy of the information from the appropriate court before granting a Background Check Certificate. If no such notification is received within the thirty (30) day period, the Police Department shall make a final determination based on available information.~~

~~4. is not at least 19 years of age.~~

~~5.E. A For-Hire Any Person who complies with the Background Check Certificate requirements shall have Ground Transportation driver has a continuing obligation to disclose to the Police Department Business within twenty-four (24) hours if he/she any arrest for a disqualifying offense. The Business Licensee must notify the Finance Manager or designee within (24) hours if any driver has been arrested for a disqualifying offense, which is convicted of any disqualifying criminal offense, or otherwise fails to comply with the provisions of this Section, at any time while he/she possesses a Background Check Certificate listed in subsection (D) above.~~

~~6.F. Failure to comply with the continuing obligation to notify the Finance Manager or his/her designee within twenty-four (24) hours of: a disqualifying conviction pursuant to offense that is listed in Subsection (BD) above, or the accumulation of three (3) moving violation convictions during the past three hundred sixty-five (365) days is a Class "A" misdemeanor.~~

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2019-17](#) on 4/18/2019

~~4-8-6 State Motor Vehicle Endorsement Or Commercial Driver License Required And Background Check Certificate Required For Application~~

~~Before any application is accepted by the Finance Manager, the applicant shall be required to show that such applicant has a current motor vehicle license issued by the state.~~

~~4-8-6 State Motor Vehicle Endorsement Or Commercial Driver License Required And Background Check Certificate Required For Application Repealed by Ord 2019-XX~~

Exhibit A: Title 4 For Hire Business License Amendments

~~A.~~

~~B. A For Hire Vehicle that seats sixteen (16) or more passengers shall require the driver to have a valid CDL license with a Class C or a P endorsement.~~

~~C. Before any application is accepted by the Finance Manager, the applicant shall be required to show that such applicant has a valid Background Check Certificate.~~

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

~~4-8-7 Compliance With City, State, And Federal Laws~~

4-8-7 Compliance With City, State, And Federal Laws

Every driver licensed under this Chapter shall comply with all city, state, and federal laws. Failure to do so may result in the suspension or revocation of a Business license by the City.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Amended by Ord. [16-13](#) on 3/24/2016

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

~~4-8-8 Identifying Design~~

4-8-8 Identifying Design

~~A.~~ Each For-Hire Ground Transportation Vehicle shall bear on the outside of each rear or front door, in painted letters not less than five-sixteenths inch (5/16") stroke and more than two and one quarter inches (2¼") in height, the name of the licensee and the company number, which number shall also be painted or placed on the rear of the ~~For Hire Vehicle~~vehicle.

~~B.~~ The identifying design shall be permanent. The use of magnetic or removable signs is prohibited.

~~C. A City representative will inspect each vehicle at the time of licensing or license renewal to ensure compliance with this Section. The City representative will then witness the application of the For Hire Vehicle Sticker.~~

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

~~4-8-8.5 Repealed By Ord 2017-51~~

Exhibit A: Title 4 For Hire Business License Amendments

4-8-8.5 Repealed By Ord 2017-51

HISTORY

Amended by Ord. [14-52](#) on 10/30/2014

Amended by Ord. [16-07](#) on 1/28/2015

Repealed by Ord. [2017-51](#) on 10/5/2017

4-8-9 Display Of Charges

All rates ~~4-8-9 Passenger Access to~~ be charged for the use of a For-Hire Vehicle **Fares and Rates**

The following items shall be ~~posted on the inside of the vehicle and~~ readily available in such a manner as ~~to be plainly visible and accessible to all passengers in~~ the passenger compartment of the Ground Transportation Vehicle:

- A. The Fare schedule; and,
- B. Contact information, including a telephone number, for the owner or responsible party of the For-Hire Ground Transportation Vehicle.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [06-57](#) on 8/3/2006

Amended by Ord. [16-07](#) on 1/28/2015

Amended by Ord. [16-13](#) on 3/24/2016

Amended by Ord. [2017-11](#) on 3/30/2017

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

Amended by Ord. [2019-17](#) on 4/18/2019

4-8-10 Receipts For Payment Of Fare

4-8-10 Receipts For Payment Of Fare

The driver of any For-Hire Ground Transportation Vehicle shall, upon demand by the passenger, render to such passenger a receipt for the amount charged, either by a mechanically printed receipt or by specially prepared receipt, on which shall be the name of the owner, Business license ~~number~~ information, amount of charges, and date of transaction.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

4-8-11 Hiring Vehicle With Intent To Defraud

4-8-11 Hiring Vehicle With Intent To Defraud

Exhibit A: Title 4 For Hire Business License Amendments

It is unlawful for any Person to hire any vehicle defined in this Chapter with intent to defraud the Person from whom it is hired of the value of such service.

HISTORY

Adopted by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

~~4-8-12 Refusing To Pay Legal Fare~~

4-8-12 Refusing To Pay Legal Fare

It is unlawful for any Person to refuse to pay immediately the legal Fare of any of the vehicles mentioned in this Chapter.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

~~4-8-13 Direct Route Required~~

4-8-13 Direct Route Required

Any For-Hire Ground Transportation Vehicle driver employed to carry a passenger to a definite point shall take the most direct route possible that will carry the passenger safely and expeditiously to his/her destination, unless otherwise directed by the passenger.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

~~4-8-14 Prohibited Solicitation Procedures~~

4-8-14 Prohibited Solicitation Procedures

1. No driver shall solicit patronage by:
 1. Using a tone of voice that a reasonable Person would consider to be loud or annoying;
 2. Using a sign;
 3. Engaging in any activity or behaving in a manner that would annoy a reasonable Person or obstruct the movement of any Persons;
 4. Following any Person for the purpose of soliciting patronage.

Exhibit A: Title 4 For Hire Business License Amendments

2. The driver of any For-Hire Ground Transportation Vehicle shall remain in the driver's compartment or immediately adjacent to their vehicle at all times when on duty and such vehicle is upon the public streets. The driver ~~of a For Hire Vehicle~~ is permitted to leave the driver's compartment when actively aiding passengers in loading or unloading the vehicle.

HISTORY

Amended by Ord. [01-31](#) on 7/19/2001

Amended by Ord. [16-07](#) on 1/28/2015

Repealed & Reenacted by Ord. [2017-51](#) on 10/5/2017

~~4-8-15 Solicitation Of Hotel Business Prohibited~~

4-8-15 Solicitation Of Hotel Business Prohibited

It is a violation of this Chapter for any driver of a For-Hire Ground Transportation Vehicle to solicit Business for any hotel, motel, or other nightly lodging Business, or to attempt to divert patronage from one hotel, motel, or other nightly lodging Business to another.

HISTORY

Adopted by Ord. [2017-51](#) on 10/5/2017

~~4-8-16 Engaging In Liquor Or Prostitution Traffic Prohibited~~

4-8-16 Engaging In Liquor Or Prostitution Traffic Prohibited

It is unlawful for any For-Hire Vehicle driver to sell intoxicating liquor or to knowingly transport Persons for the purpose of buying liquor unlawfully, or to solicit Business for any house of ill repute or prostitute. It is also unlawful for any For-Hire Vehicle driver to permit any Person to occupy or use his/her vehicle for the purpose of prostitution, lewdness, or assignation, with knowledge or reasonable cause to know that the same is or is to be used for such purposes, or to direct, take, or transport, or to offer or agree to direct, take, or transport, any Person to any building or place, or to any other Person, with knowledge or reasonable cause to know that the purpose of such directing, taking, or transporting is prostitution, lewdness, or assignation.

HISTORY

Adopted by Ord. [2017-51](#) on 10/5/2017

EXHIBIT A– AMENDING TITLE 9, CHAPTER 5

9-5 ~~Resident~~ Permit Parking

9-5-1 Permit Parking Area

9-5-2 Year Round Regulations

9-5-3 Types Of Permits

9-5-4 Permits Do Not Affect General Parking Regulations

9-5-5 Permit Does Not Guarantee Parking

9-5-6 Issuance Of Permits And Permit Fees

9-5-7 Valid Permit To Be Registered

9-5-8 Replacement Permit

9-5-9 Signs

9-5-10 Violations

9-5-11 Multiple Permits

9-5-12 Permits Non-Transferable

9-5-13 Falsely Obtaining Permits Prohibited; Alteration Or Reproduction

9-5-14 Hours Of Enforcement

9-5-15 Reserved Parking Areas

9-5-16 Official Vehicles

9-9-3 Nature of Violations

9-5-1 Permit Parking Area

The City Manager or designee shall determine which streets or public parking facilities would benefit by inclusion in a Permit Parking Zone (PPZ). The City Manager or designee shall designate the boundaries of each zone identifying each zone by letter, number or name, and cause a parking area map to be published showing the zone boundaries.

If modification of an established parking zone boundary or establishment of a new PPZ is determined to be in the public interest, the City Manager or designee shall designate the boundaries thereof and give fourteen (14) days notice of the same by publication twice in a newspaper of general circulation within the City.

9-5-2 Year Round Regulations

The parking regulations of this Chapter shall apply to the zones designated on the current Parking Area Map on a year-round basis.

9-5-3 Types Of Permits

The following permit types are established and shall be issued by the City upon payment of the appropriate fee, if any, as designated in the Fee Resolution:

- A. **RESIDENT PERMIT.** One (1) resident permit shall be issued for each vehicle owned by a person residing within a Residential Permit Zone (RPZ). If more than two (2) permits are requested for one (1) residence, the owner(s) of the vehicles of the residence must make a formal application to the City for additional permits. In no case shall the number of resident permits issued to one (1) residence exceed five (5). Permits will only be issued to the extent that the number of vehicles registered at the dwelling exceeds the off-street parking available at that dwelling to encourage the use of all available off-street parking. No more than two (2) permits shall be issued to any residence within an RPZ that requires parking on a public street subject to time limited parking, as set forth in 9-3-3 of the Municipal Code. An applicant for a permit shall present a current Utah Motor Vehicle registration, a current operator's license, and proof of residence with the application, and shall certify the application with his or her signature.

No permit shall be issued in the event that either the registration or license shows an address not within the RPZ unless the applicant demonstrates to the satisfaction of the City Manager or designee that the applicant is, in fact, a resident of the RPZ and that the vehicle is used primarily by the applicant.

The resident permits shall be valid until the expiration date shown on the permit, or until the resident, business, or qualified non-profit organization relocates outside of the RPZ, or until the permitted vehicle is sold, whichever occurs first.

Resident permits shall be valid only in the same residential permit parking zone in which the residence, business, or qualified institution is located.

- B. **RESIDENT GUEST PERMIT.** One (1) resident guest permit shall be provided to each residential, business or qualified non-profit institution address receiving at least one (1) resident permit within an RPZ, subject to the following conditions:
1. Resident guest permits shall be issued for the exclusive use of the resident permit holder's guests only during periods when the guests are actually visiting a resident permit holder's address. Resident guest permits shall display the host resident's resident permit number. Residents shall instruct their guests in the proper display and use of the guest permit.
 2. Resident guest permits issued to business or non-profit institution guests within an RPZ shall be valid only while the guest is actually engaged in business at a resident permit holder's business or institution address. Resident guest permits issued to businesses or institutions within an RPZ shall display the host business's or institution's resident permit number. Businesses or institutions shall instruct their guests in the proper display and use of the guest permit.

3. Resident guest permits may also be issued directly to guests by the Transportation & Parking Department subject to reasonable conditions imposed by the City Manager or designee.

The resident guest permits shall be valid until the expiration date shown on the permit, or until the holder of the host permit relocates outside of the RPZ, whichever occurs first.

The resident guest permit shall be valid only in the same residential permit Parking zone in which the host residence, business, or qualified institution is located.

C.B. LODGING GUEST PERMIT. Lodge guests permits shall be issued to, or approved for, lodges within a non-metered RPZ for the exclusive use of lodge guests during their period of stay at the lodge. Lodge owners shall fill out the lodge guest permit completely, using permanent ink, and instruct their employees and guests in the proper display and use of the lodge guest permit. Passes shall not be available for transient lodging units with available off-street parking for their guests and/or employees, or for lodging units located within a metered parking zone. Lodge guest permits may also be issued to individuals with unusual or special needs at the discretion of the City Manager or designee.

The lodge guest permit shall be valid either only during the guest's stay at the lodge, or for seven (7) days from the date of issue to the guest, whichever is less.

The lodge guest permit shall be valid only in the same residential permit Parking zone in which the host lodge is located.

D.C. EMPLOYEE PERMIT. If the City Manager or designee deems necessary, employee permits may be made available upon payment of the prescribed fee, if any, to Main Street area businesses that have inadequate off-street parking for parking in designated public parking facilities.

E.D. BUSINESS PERMIT. If the City Manager or designee deems necessary, business permits may be made available upon payment of the prescribed fee, if any, to Main Street area businesses for parking in designated public parking facilities.

F.E. SERVICE VEHICLE PERMIT. Service vehicle permits shall be made available to allow building maintenance and cleaning functions for buildings in the resident permit zones. Applicants shall possess a valid Park City business license. Service vehicles shall be required to use short-term zones, or park in metered spaces and pay the hourly fee while conducting service calls in the metered Main Street core parking areas.

F. DROP, LOAD, AND STAGING (DLS) PERMIT. If the City Manager or designee deems necessary, DLS permits shall be issued for ground transportation upon demonstration of eligibility and payment of the prescribed fee. DLS permits shall be valid until the expiration date shown on the permit. The following types of ground transportation are eligible for a DLS permit:

- [1. A hotel courtesy shuttle;](#)
- [2. A registered TNC driver under the Transportation Network Company Registration Act;](#)
- [3. A ground transportation business with a Park City For-Hire Ground Transportation Business License or a current business license from another political subdivision within the state, as defined in Title 4 Chapter 8.](#)

HISTORY

Amended by Ord. [00-52](#) on 9/28/2000

Amended by Ord. [12-25](#) on 9/13/2012

Amended by Ord. [2017-58](#) on 11/9/2017

[9-5-4 Permits Do Not Affect General Parking Regulations](#)

The provisions of this Chapter on permit parking do not supersede any other provisions of the Park City Parking Code with respect to general parking regulations such as parking in a manner that obstructs driveways or traffic, parking that interferes with snow removal, proximity to intersections, fire hydrants and other general parking regulations. It is not a defense to any parking violation that the violator had a parking permit, unless alleged violation is parking without the required permit.

[9-5-5 Permit Does Not Guarantee Parking](#)

The intent of this Chapter is to attempt to divide the limited pool of available parking among the various classifications of parking users on an equitable basis. The issuance of a permit does not guarantee a place to park at all times.

[9-5-6 Issuance Of Permits And Permit Fees](#)

Parking permits shall be issued through the Transportation & Parking Department. Permit fees for each permit type determined by the City. Proof of eligibility within the permit parking area and payment of the applicable fee will be required before a permit will be issued. All permits are valid only for their prescribed use and area.

[9-5-7 Valid Permit To Be Registered](#)

Permits will be valid through the registered expiration date. It shall be unlawful to use an expired permit while parking in a permit area. Resident permits will be in the form of stickers, which shall be affixed to the permittee's vehicle as designated on the sticker, or permits will be associated with a registered license plate number. Permits in the form of hangtags shall be suspended from the rearview mirror so as to face toward the front of the vehicle.

HISTORY

Amended by Ord. [2017-58](#) on 11/9/2017

[9-5-8 Replacement Permit](#)

Replacement permits will be issued to replace permits that have been lost, destroyed, or in cases where there has been a change in vehicles for a handling charge as determined by the City. Upon issuance of a replacement permit, the original permit shall be void; and it shall be unlawful for any vehicle to display the permit.

9-5-9 Signs

The City will designate the various parking areas with signs at the entrance to the affected public parking facilities, or along the designated streets. In the absence of signs, on-street parking is hereby designated as resident permit parking and a resident parking permit is required. The designations of parking areas may be changed from time-to-time by relocation or redesignation of the signs to adapt to actual parking demand experienced for that kind of parking area.

9-5-10 Violations

Parking any vehicle in a manner that is in conflict with the provisions of this Title is unlawful, and shall be punishable as an infraction ~~as provided~~ or civil penalty found in the Park City Parking Code Fee Schedule. In addition to enforcement by ticket, illegally parked vehicles are subject to towing.

9-5-11 Multiple Permits

Persons who are entitled to more than one (1) classification of permit, such as persons residing and working in the permit Parking area, shall be entitled to only one (1) permit, which will be the resident permit or other permit which is the least restrictive available to which that person is entitled.

9-5-12 Permits Non-Transferable

~~Permits, except the residential guest permit,~~ Except as provided in subsection (B), permits shall not be transferable, and may be revoked in the event the Transportation & Parking Department determines that the owner of the vehicle, the driver of the vehicle, or the vehicle itself for which a permit has been issued no longer meets the eligibility requirements established by the Transportation & Parking Department. Upon no longer meeting the eligibility requirements, the holder of the permit shall surrender such permit to the Transportation & Parking Department.

A. The residential guest permit is transferable.

B. The DLS permit is only transferable between vehicles owned and operated by the same company.

9-5-13 Falsely Obtaining Permits Prohibited; Alteration Or Reproduction

It shall be unlawful to falsely represent oneself as eligible for a permit under this division or to furnish any false information in, or in conjunction with, an application for a residential parking permit. It shall be unlawful to attempt or to reproduce or alter any permit issued by the City.

9-5-14 Hours Of Enforcement

The parking restrictions stipulated in Chapter 5 of this Title shall be enforced according to official signs posted in the resident permit zones, unless otherwise specified.

9-5-15 Reserved Parking Areas

In any area designated as a permit zone, where parking is prohibited with certain permits exempt, it shall be unlawful for any person to park any motor vehicle on the street between the posted hours unless there is affixed to the windshield of such motor vehicle a valid parking permit corresponding to the permits which are posted as exempt.

9-5-16 Official Vehicles

Emergency, government, and public utility vehicles engaged in official business shall be exempt from permit and Chapter 7, Paid Parking, requirements.

~~9-9-3 Nature Of Violations~~

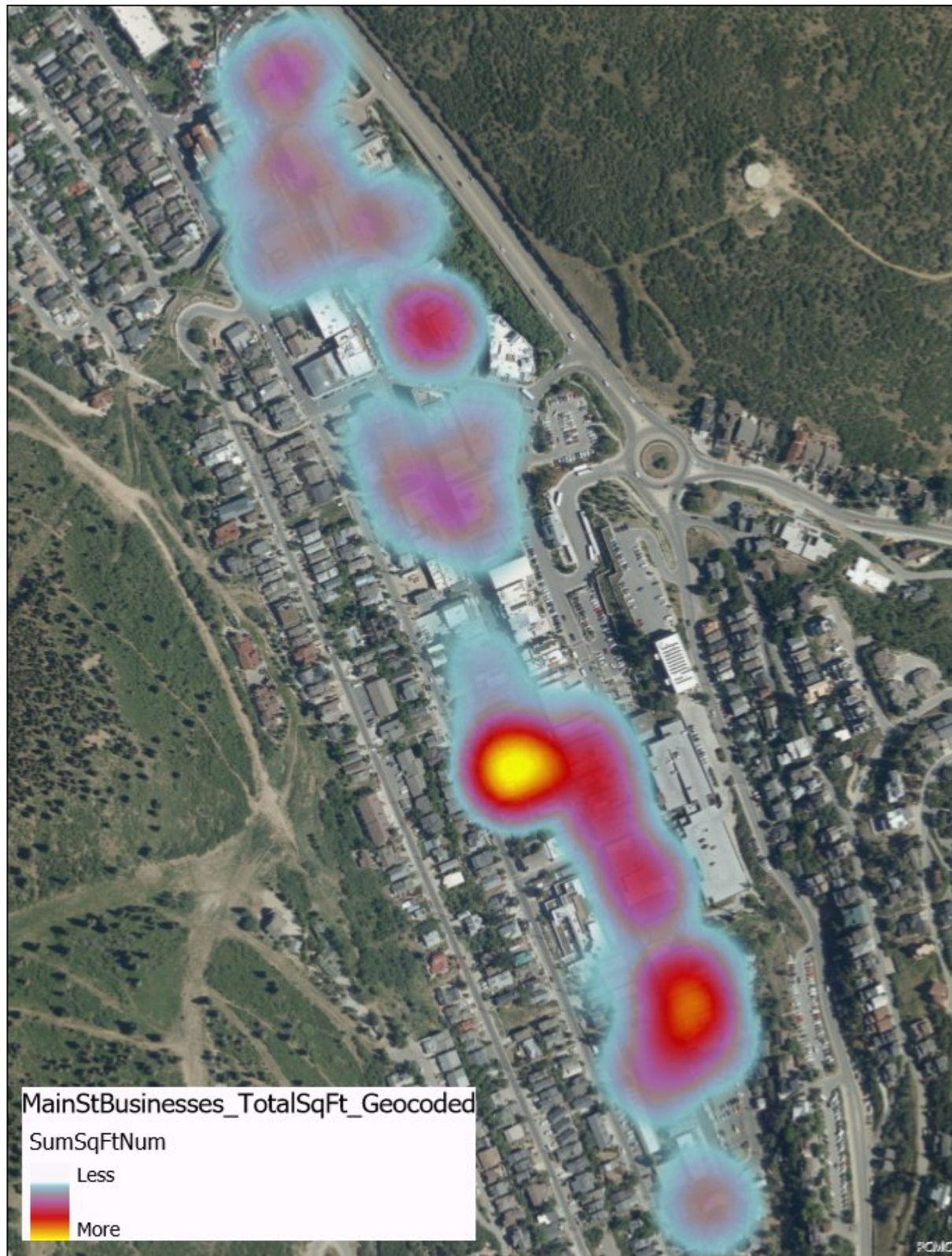
9-9-3 Nature of Violations

Violations of this Title are punishable by infractions, or punishable by a fine, fee or civil penalty, including ~~Immobilization~~ immobilization and/or towing, but not imprisonment.

HISTORY

~~Amended by Ord. 99-31 on 8/5/1999~~

Exhibit B: Drop & Load and Staging Zones & Costs Analysis



*Heat map of Main Street based on Restaurant Total Square Feet

Exhibit B: Drop & Load and Staging Zones & Costs Analysis

A	Recommended Base Paid/Permitted DLS Zones on Main Street			
	Location	# parking spots displaced	\$/spot/day	forgone rev. 4 mo
	Brew Pub	3	\$30	\$10,800
	Chimayo	3	\$30	\$10,800
	Post Office*	0	\$0	\$0
	Tupelo/ Museum	3	\$30	\$10,800
	Zoom/7th Street	3	\$30	\$10,800
	(sub) total	12		\$43,200
B	Recommended Expanded Paid /Permitted DLS Zones on Main			
	Grappa	1	\$0	\$0
	Courchevel	2	\$0	\$0
	Spur/350 Main*	3	\$30	\$10,800
	Flanagan's	3	\$30	\$10,800
	Bear Bench	3	\$30	\$10,800
	(sub) total	12		\$32,400
	total spaces including above	24		\$75,600
C	Recommended DLS off Main, No Permit or Fee			
	Swede parallel spots at KPCW**	9	\$0	\$0
	Bob Wells Plaza	17	\$9	\$18,360
	(sub) total	26		\$18,360
	combined	50		\$93,960
D	Recommended Expanded DLS off Main, no Permit/no fee			
	Brew Pub lot (portion)**	8	\$9	\$8,640
	9th Street Turnaround**	0	\$0	\$0
	Galleria	10	\$2	\$2,172
	Historic wall Lot	20	\$9	\$21,600
	(sub) total	38		\$23,772
	* ok for staging after 9 pm ** ok for oversize vehicles			
E	All options combined	88		\$117,732

On November 12 and 13, HPCA Merchants met and comments received were favorable to implementing zones at Brew Pub, Chimayo, Post Office, Tupelo/Museum, Zoom/7th Street, Spur/350, Flanagan's, Bear Bench, 9th Street Turn Around. After the meeting staff also received additional requests from Grappa and Courchevel to implement zones around their establishments. HPCA Board will not have met and approved this recommendation before the packet is published (they meet on Tuesday).

Additional comments received about the program is that zones are needed on both sides of the Street (East and West side), Enforcement Officers are needed at each zone for success, and the Main Street Trolley use during Peak times of Congestion should also be addressed.

Exhibit B: Drop & Load and Staging Zones & Costs Analysis

Paid Parking Inventory	
China Bridge	600
Main Street	175
Rest of downtown	225
Total Stalls	1,000
total revenue	\$1,400,000

Enforcement Cost/ Forgone Rev.	4 mo
Police Enforcement Tier 3	\$37,620
Foregone Parking Revenue Estimate	\$93,960
Cost to administer Bob Wells	\$10,000
total cost to administer	\$141,580

# possible DLS Permits/Ops Cost (\$106,380)	4 mo
500	\$283
250	\$566
100	\$1,416
If one estimates 250 paid parking permit holders, to cover costs for 4 months the permit should be \$213 if City Council desires full cost recovery.	

The [Proposed Drop & Load and Staging Map can be found here](#).

Council Reports & Background

Managing impacts stemming from the growth of the tourism economy on quality of life of residents has been a balance since Park City evolved out of the mining era. Numerous administrations have suggested, tried and implemented multiple improvements that still exist today. Each of these studies focus on infrastructure, streetscape, pedestrian circulation and access aimed at ensuring Main Street could continue to be the “crown jewel” to be enjoyed by residents and visitors alike.

[November 7, 2019](#)

[Old Town Access and Circulation Strategic Plan](#)

[Ground Transportation Business Licensing](#)

[Down Town Curb Management – Creation of Drop and Load, Staging Areas](#)

August 15, 2019 [Exhibit A Extensive Background & History of Old Town Circulation](#)

August 15, 2019 [Old Town Circulation Report](#) (pg 11 to 159) / [Minutes](#) (pg 3 to 5) / [Audio](#) (1:03:10 to 2:42:32)

September 12, 2019 [Staff Communications Report](#) (177 to 201) & [Public Comments](#) (page 6 & 7)

Stakeholder Meetings:

Lodging Board Meeting – August 7, 2019

Also had several meetings with the Lodging Stakeholders in attendance.

August 20, 2019 [HPCA Board Meeting Notes](#) & [Presentation](#) & [Recap of 8/15 Council meeting](#)

September 17, 2019 [HPCA Board Meeting Notes](#) (page 1 to 2)

[For Hire Meeting Notes on October 17, 2019](#)

[For Hire Meeting Notes on October 28, 2019](#)

[DRAFT Summary of TNC ACT Regulations](#)

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Adopt Resolution 25-2019, a Resolution Re-Adopting the Fee Schedule and Replacing and Repealing Resolution 12-2019 in Its Entirety, and Discussion of Enforcement Budget Alternatives
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Enforcement and Fee Schedule Amendment Staff Report](#)

[Exhibit A: Public Safety Enforcement Options and Parking Inventory Costs](#)

[Exhibit B: Redlined Fee Schedule Resolution](#)



City Council Staff Report

Subject: Resolution 25-2019 amending the Fee Schedule regarding For-Hire Ground Transportation and Drop and Load & Staging (DLS) Parking Permits, and Discussion of Enforcement Budget Options

Authors: Jenny Diersen, Economic Development

Department: Economic Development, Finance, Transportation Planning, Parking, Public Safety, Budget

Date: November 21, 2019

Type of Item: Legislative

Recommendation

Staff recommends Council review, discuss, hold a public hearing, and then:

1. Provide direction on balancing desired enforcement levels of service and cost recovery options related to Ground Transportation and DLS Zones (Exhibit A).
 - a. DLS zones are recommended to operate 7 days/week, December 13 to April 15. Budget and Economic Development recommend Option A enforcement, which funds enhanced enforcement from the Police Department for 2 days/week, at an estimated cost of \$30,000 for the 4 month timeframe.
 - b. The Police Department is concerned about the availability of resources and the consistency of enforcement, and prefers the more expensive Option B approach, but understands that this may not be immediately feasible due to budget constraints.
2. Approve Resolution 25-2019 (Exhibit B) amending the Fee Schedule to reflect the new For-Hire Ground Transportation License, and add Fees for Main Street DLS Parking Permits:
 - a. Staff recommends a \$200 DLS Permit fee based upon estimated Police enforcement costs, forgone parking revenue, and costs to administer the program. Staff anticipates permit revenues will cover the majority of direct staffing costs (not forgone parking revenue).

Please note there is a separate item in Council's packet regarding For-Hire Ground Transportation and DLS Zones.

Background

At the [DLS Zones, and Old Town Circulation, Council directed staff](#) to return with a budget discussion outlining costs to provide elevated enforcement levels. Old Town increasingly succumbs to extreme traffic and congestion during peak periods, creating serious public safety, sustainability, and quality of life concerns in both business and residential areas. In order to successfully implement changes to For-Hire Ground Transportation and DLS Zones, including continuing to offer a high level of service (LOS) and proactive education, increased enforcement is an absolute necessary.

Analysis

Each of the enforcement options (Exhibit A) assumes a 4 month pilot program. The desired goals are to support public safety and improve accessibility. It is important to note that while

Parking and Police currently enforce on Main Street, the enforcement is not dedicated, and is a lower priority than health, safety and welfare.

Enforcement:

Option A			Option B		
PD Cost/ Forgone Rev. 8 DLS Zones + Bob W.	4 mo	4 mo	Enforcement Cost/ Forgone Rev.	4 mo	4 mo
Police Enforcement Tier 4	\$26,000	\$26,000	Police Enforcement Tier 3	\$109,000	\$109,000
Foregone Parking Revenue	\$99,000		Foregone Parking Revenue	\$99,000	
Cost to administer Bob Wells	\$20,000	\$20,000	Cost to administer Bob Wells	\$20,000	\$20,000
total cost to administer	\$145,000		total cost to administer	\$228,000	
actual cost (- foregone revenue)		\$46,000	actual cost (- foregone revenue)		\$129,000
# possible DLS Permits/Ops Cost (\$145,000)	4 mo	4 mo	# possible DLS Permits/Ops Cost (\$106,380)	4 mo	4 mo
500	\$290	\$92	500	\$456	\$258
200	\$725	\$230	200	\$1,140	\$645
100	\$1,450	\$460	100	\$2,280	\$1,290
If one estimates 200 permit holders, to cover costs for 4 months the permit should be \$725 if City Council desires full cost recovery, or \$230 for direct out of pocket cost.					
Recommended \$200 permit fee			Recommended \$200 permit fee		
Revenue - 200 permits x \$200/permit		\$40,000	Revenue - 200 permits x \$200/permit		\$40,000
Direct Costs		\$46,000	Direct Costs		\$129,000
potential subsidy		\$6,000	potential subsidy		\$89,000

Option A(Stop-Gap Approach), includes targeted enforcement two days per week with full and part-time officers picking up additional shifts (overtime), is the most cost effective option, and staff recommendation due to cost effectiveness. However, staff believes this option may not fully achieve all of the enforcement goals and expectations and puts additional pressure on Police already experiencing trouble filling shifts. Additionally, this option does not provide a consistent enforcement position dedication to Main Street (various officers will be assigned and pulled off for higher priorities). Police only agrees with this option as a stop gap measure and knows a long term strategy and budget needs to be developed.

The majority of anticipated direct costs, not including foregone parking revenue, will be covered by new revenue from the \$200 permit, and therefore will be covered within existing operating budgets. The Police Department would require permit income to cover direct costs. A request for elevated LOS is likely during the 2021 budget process.

Option B, includes targeted enforcement 40 hour per week with a dedicated officer. This is Public Safety's recommendation. This is not attainable within existing budgets. If more funds are appropriated, this alternative is preferred. A dedicated officer would directly collaborate with the Parking Department and involve stakeholders more directly in training and enforcement (For Hire, HPCA, Lodging, etc.).

It's important to note that the parking revenues are housed in the Parking Fund, which is a subset of the Transit Enterprise Fund. Police enforcement services are part of the General Fund. It is not unusual for an enterprise fund to cover some General Fund expenses through interfund transfers, most commonly for administrative services. In this case, the new parking

revenue would directly pay for Police services, which could yield unintended consequences in proceedings years.

Enforcement Funding Alternatives

Council could seek a higher LOS for police enforcement:

1. Work with the City Manager to identify Council/Manager budget contingency.
Council has \$50k in their own contingency, and there's a general contingency of \$150k. Under the requirement: "Facilitate Council directed increases in LOS in the short term," Council could allocate funding this fiscal year. Staff would have to come back during the budget process to fund the initiative. This would allow the City to test the real impacts for Police and Parking as well understand better actual revenue impacts.
2. Open the budget to adjust Police Department Budget
Council could revise the FY20 budget in order to allocate more to execute the enhanced LOS. However, one of the City's budget strategies is to consider budget enhancements at the same time to be better evaluate all requests against each other.
3. Raise permit/parking revenues to cover the cost of the new LOS: Council could choose one or both :
 - a. Increase DLS permit fees or
 - b. Increase Paid Parking fees on Main Street. While this approach would be consistent with many of our transportation goals, without significant engagement with the business community, staff recommends not raising paid parking rates at this time. Even if revenues are raised to cover the total costs of the new LOS, an existing expense budget needs to either be identified or Council will need to reopen the budget.

Staff recommends \$200 DLS Permit in the first four month period, and is split on their recommendation for either Option A or B regarding enforcement. Staff will return in the regular budget process to consider further amendments to the fee schedule and staffing needs.

Attachments

Exhibit A: Public Safety Enforcement Options & Parking Inventory Cost Recovery

Exhibit B: Resolution 25-2019 & Recommended Fee Schedule Changes

Option A: OVERTIME/RESERVE/CONTRACT APPROACH

Rather than hire an FTE, fund overtime shifts to be offered to existing full time staff and part-time officers. This would mean that we would cover two nights or 8 hour shifts. In addition we would add this staffing for roughly 40 special event days per year. This is roughly 145 shifts per year.

145 shifts X 8 hours per shift X \$75.00 per hour (based on fee schedule) = \$87,000.00

Option B: FTE APPROACH

Tier3: Hire one additional officer and assigning the officer to Main Street during peak days and times. (Example Thursday-Sunday from 1200-2200).

1 FTE X 2080 hours per year X \$55.00 per hour (estimate includes hourly rate and benefits)
= \$114,400.00

Vehicle/Uniforms/Equipment Estimate

Fully Equipped law enforcement SUV or Pick-up truck - \$50,000.00 each

(Cage, Emergency lights, Siren, PA, In-car camera system, gun racks/vaults, printer, consoles, logos, storage, radar/lidar, computer mounts)

Set-up for personal equipment per officer :

1. Uniforms/Jackets/Foot ware/Class A Uniform/Badges/Leather/Handcuffs/Baton: \$6000.00
2. Body Armor: \$1200.00
3. Body Camera: \$1200.00
4. Taser: \$1200.00
5. Firearms (Handgun, Rifle, Shotgun): \$3000.00
6. Handheld Radio: \$3000.00
7. Lap top computer (Toughbook): \$5000.00
8. Personal Protective Equipment, First Aid Kit, Misc. Equipment): \$500.00
9. Additional software licensing (Watchguard, Lexipol, Spillman): \$200.00

Total per Officer: \$21,300.00 per Officer

Paid Parking Inventory	
China Bridge	600
Main Street	175
Rest of downtown	225
Total Stalls	1,000
total revenue	\$1,400,000
Enforcement Cost/ Forgone Rev.	4 mo
Police Enforcement Option B	\$37,620

Exhibit A: Public Safety Enforcement Options & DLS Parking Permit Zone Costs Analysis

Foregone Parking Revenue Estimate	\$93,960
Cost to administer Bob Wells	\$10,000
total cost to administer	\$141,580

# possible DLS Permits/Ops Cost (\$106,380)	4 mo
500	\$283
250	\$566
100	\$1,416
If one estimates 250 paid parking permit holders, to cover costs for 4 months the permit should be \$213 if City Council desires full cost recovery.	



Resolution No. 25-2019

A RESOLUTION RE-ADOPTING THE FEE SCHEDULE; AND REPLACING AND REPEALING RESOLUTION 12-2019 IN ITS ENTIRETY

WHEREAS it is necessary to update the fee resolution to reflect the changing costs of performing services; and

WHEREAS, a public hearing was held on November 21, 2019, to receive public comments on addition of parking permit fees.

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit A.

SECTION 2. REPEALER. Resolution 31-2018 is hereby repealed.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect on November 21, 2019.

PASSED AND ADOPTED this 21st day of November, 2019.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

Margaret Plane, Special Counsel

PARK CITY FEE SCHEDULE – Amended ~~June~~ November 216, 2019

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2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called in order to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1- 4.5.

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate	Unit of Measure		Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day		-	\$22.00	\$149.00	License
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom		-	\$17.00	\$149.00	License
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.		-	\$22.00	\$149.00	License
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.		-	\$22.00	\$149.00	License

Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renew-als	Rate New/ Inspec-tions	Unit of Mea-sure
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For Hire Vehicles <u>Ground Transportation Vehicles</u>	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License

Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$74.00	\$74.00	License
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	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renew-als	Rate New/Inspections	Unit of Measure
Alcoholic Beverage/ Single Event Alcoholic Beverage	\$27.92	Per License	\$12.50	Per License	\$45.58	Per License	\$100.00	\$100.00	License
Type 1 CSL	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	-	\$149.00	License
Type 2 CSL	\$288.00	Per License	\$125.00	Per License	\$45.58	Per License	-	\$372.00	License
Type 3 CSL	-	-	-	-	-	-	-	\$149.00	License
Outdoor Sales	*In addition to regularly issued business license							\$5.00	License
Outdoor Sales-Promotion by Merchants Association	*In addition to regularly issued business license							\$4.00	License
Outdoor Sales-Seasonal Plants								\$50.00	License

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

More than five (>5) violations per registered owner(s):

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

7.6 Parking Permits.

China Bridge Parking Permits –Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$400.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

Drop & Load Parking Permits – \$200 per vehicle annually, \$100 replacement permit
Ground Transportation, Lodging and TNC Companies with a valid business license per title 4-8 and title 9 are eligible to purchase a parking permit (s) valid for Drop and Load areas during timeframes, seasons, Special Events, and locations as approved by the Parking Manager and City Manager. Drop and Load parking permits may be transferable between vehicles.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$60.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9th St): Daily rate of \$16.00 per space
Swede Alley: Daily rate of \$12.00 per space

Sandridge, South City Park, Residential Permit Zones: Monthly rate of \$20.00 per space

- | | | |
|--|-----------------------------|----|
| a. Up to two spaces for vehicle parking with approved and active building permit | \$0.00 | 22 |
| b. Vehicle Permits | \$20.00 per space per month | |
| c. Dumpster or Equipment Permit | \$50.00 per space per month | |

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Brooke Moss

Submitting Department: Human Resources

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Enter into an Agreement, in a Form Approved by the City Attorney, with Mercer for Employee Compensation Evaluation Services for an Amount Not to Exceed \$130,000.00

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Employee Compensation Evaluation Services Staff Report](#)

[Exhibit A: Challenging Recruitments Analysis](#)

[Exhibit B: Scope of Work](#)



City Council Staff Report

Subject: City Staff Compensation
Author: Brooke Watters, HR Director
Department: Human Resources
Date: November 21, 2019
Type of Item: New Business – Contract Approval

Recommendation

Staff recommends Council authorize the City Manager to execute a contract with Mercer Consulting to perform a comprehensive compensation and position classification evaluation on approximately 140 full-time regular City positions. The proposed contract is not to exceed \$130,000. In response to recent organizational challenges regarding employee recruitment and retention, staff advertised a request for proposals (RFP) in order to consider the benefits of having a third party assess PCMC's compensation and position classification structure and, if necessary, provide recommendations to improve internal practices.

Background

Park City Municipal seeks to recruit and retain a talented workforce in order to provide exemplary public services. Recently, recruiting efforts for positions throughout the organization have faced considerable recruitment challenges, sometimes resulting in prolonged vacancies and negative impacts on customer service. PCMC has also experienced an uptick in position turnover and overall employee retention.

Anecdotal feedback shared with the Human Resources Department (HR) via exit interviews indicates a variety of plausible factors:

- Neighboring jurisdictions are offering very competitive wages;
- Park City has an extremely high cost of living;
- Affordable housing is virtually impossible to find for most employees;
- Commuting to Park City is no longer a necessary tradeoff with good paying jobs closer to employees' homes;
- Low national and state unemployment; and
- Additional organizational expectations, such as increased workloads and regular public meetings at night.

Employees are arguably the most valuable asset to any organization, but particularly an organization that provides public services and community benefits that the private sector does not. For example, personnel accounts for 64% of the City's operating budget and holds decades of institutional knowledge and professional and technical expertise that cannot easily be replaced.

As a result, HR conducts a thorough comparative analysis every other year to attempt to provide the Council and the City Manager with market driven and comparative employee compensation recommendations. However, as a result of the recent hiring challenges and number of prolonged vacant positions, HR is concerned it cannot

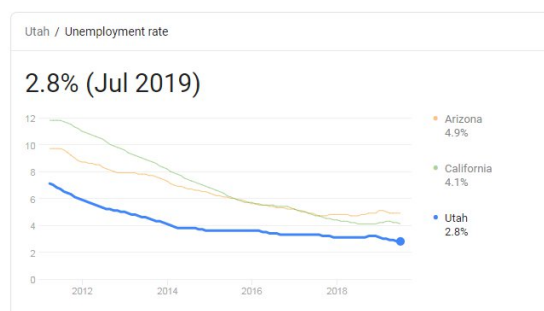
combat the compensation of other jurisdictions and does not want to recommend new strategies or wage and benefit increases without a third party analysis to better understand their efficacy.

Analysis

Over the last decade, PCMC has made concerted efforts to attract a professional workforce while being responsible stewards of public funds. Though some yearly increases are higher or lower, the average increase to wages over the last 10 years is 3.65%. PCMC faced a similar situation in 2015 (aggressive wage competition, low unemployment, and retention challenges). In response, PCMC implemented pay increases that affected most City positions. This was an important step in retaining our current workforce, and seemed to work well for several years, particularly against “poaching” from Wasatch Back and Front jurisdictions with competitive opportunities.

Despite the one-time adjustment, PCMC is once again having the same challenges. Specifically, PCMC has struggled to fill several key positions, including: City Engineer, Transit Manager, Assistant Transit Manager, Deputy Chief Building Official, Parking & Fleet Director, Tennis Director, and a host of other positions, such as Fire Marshall, Water Distribution Manager, Building Inspectors and Bus Drivers. In some cases, positions have remained unfilled for more than a year, while others remain unfilled (see analysis in Attachment A). To increase recruiting potential, some job descriptions have been amended to lower the minimum professional skills and competencies desired, and increase compensation, thereby undermining internal pay equity in order to protect our customer service levels.

It is no secret that Park City faces unique challenges. The country faces the lowest unemployment levels in 50 years, and Utah is now at 2.8%. Statewide private sector employment grew over 4% last year. Comparatively, this is lower than Colorado (2.9%), Wyoming (3.6%), Nevada (4.1%), Arizona (4.9%), and California (4.1%). Making matters worse, housing and rental costs and availability are excessive by almost any measure. Locally, most new hires cannot afford to live nearby, requiring successful applicants to commute.



Prior to advertising an RFP, HR discussed the challenges with managers and solicited input. Since public employee compensation can be a sensitive topic, Managers preferred an outside entity assess and provide recommendation in order to retain objectivity. In August, HR issued the RFP to include everything from pay grades and structures to evaluation of competition in our regional market. Beginning with and focusing on hourly positions, we will also examine total compensation, which is an important recruitment tool that includes both pay and benefits.

Three responses were received, and staff recommends working with Mercer Consulting. The scope of their RFP is included as Exhibit 3. In addition, HR plans to convene two committees: 1) staff committee to work with Mercer and review and assess any and all information the consultant might require to conduct their analysis, and 2) Blue Ribbon Employee Compensation Committee comprised of local business owners, stakeholders with labor experience, Council, and staff.

Recommendation and Alternatives

Recommendation: Contract with Mercer to analyze the City's classification and compensation system and provide a recommendation based on the City's position in the market. 75 years in business, Mercer is uniquely suited due to its size and resources to support the City's compensation strategy, including how we relate to the marketplace and our ability to attract and retain a talented workforce. Mercer specializes in multiple disciplines, such as strategy and workforce analysis, organizational design and architecture, assessment and development, and employee rewards. In addition, the access to regional information and professional capabilities exceeded other vendors. Past projects include the City of Atlanta, Salt Lake City, and the National Academy of Sciences.

Alternative A: Select different vendor at a lower price. Two other proposals were received. The second option most likely to meet City needs maintains a database of approximately 25% fewer positions, and less data than the preferred vendor. In addition, their experience of 3 years performing professional salary compensation results to a variety of entities was far less than our preferred vendor. This option is more cost effective, at approximately \$40,000. Staff would also convene a blue ribbon commission.

Alternative B: Perform analysis in-house, utilizing compensation information but re-evaluating the City's pay philosophy and process. Potential solutions might include using private sector data in addition to city/county comparables, changing process and/or standards, utilizing vendors above for a smaller, more affordable study of only difficult to analyze positions. Staff would also convene a local blue ribbon committee.

Funding

Because of organizational workforce challenges and the direct link to departmental output and success, many different departments were asked to contribute to fund this effort. Funding sources include budgeted funds (\$50k), which were specifically requested for this type of analysis, and additional funding from HR, Stormwater, Water, Sustainability, Building, Planning, Recreation, Economic Development, Organizational Development, and IT. By sourcing from various budgets, staff is not requesting a budget amendment to award the RFP with Mercer.

Exhibits

- A Analysis
- B Scope of work

Exhibit A: Analysis

CHALLENGING RECRUITMENTS: 2018 – 2019*				
Job Title	Position Available	Position Filled	# of Days Vacant	Notes
City Engineer	10/12/2018	11/18/2019	402	Professional Recruiter hired. 2 separate recruitments needed.
Transit Manager	5/31/2019	9/29/2019	121	2 separate recruitments needed.
Assistant Transit Manager	5/31/2019	8/12/2019	73	2+ rounds of interviews in order to find qualified candidate
Deputy Chief Building Official	4/19/2019	10/7/2019	171	4+ rounds of interviews to find qualified candidate
Parking & Fleet Director	7/22/2018	1/29/2019	191	Responsibilities and requirements for position amended
Tennis Director	11/10/2018	Vacant	376+	Offers to multiple candidates that declined offer due to salary restrictions
Water Distribution Manager	11/3/2018	4/9/2019	157	Requirements for position amended
Business License Inspector	7/5/2019	Vacant	139+	Unable to find qualified candidates

*Additional challenges are seen in most City departments ranging from entry level to professional positions with no unforeseeable relief in the future as the unemployment levels remain low.

Exhibit B: Scope of work

Perform a review of the City's current classification and compensation system - Utilizing accepted practices in the management and design of compensation systems, make a recommendation as to the effectiveness of this method and suggest alternatives. Specifically, does the sample currently used make the City competitive enough to retain top talent?

Identify Comparable Markets – review the consistency and comparability of our labor market. Identify data sources from which to pull future data sets. Examine the pros and cons of various organizations and groups. Examine the question in regards to competitiveness within the current market: should private sector be included or solely public sector?

Develop and present to Park City Administration recommendations and impact studies including the cost, if any, of implementing the proposed compensation policies with current employees, and the future impact of recommended changes.

City Council Staff Report

Subject: King's Crown Condominiums Plat
Author: Laura Kuhrmeyer, Planner
Project Number: PL-19-04159
Date: November 21, 2019
Type of Item: Administrative – Condominium Plat

Summary Recommendation

Staff recommends that the City Council review and hold a public hearing for the King's Crown Condominiums located at 1271 Lowell Avenue, and consider approving the proposed Condominium Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: CRG Development Partners, LLC represented by Rory Murphy
Location: 1271 Lowell Avenue
Zoning: Recreation Commercial (RC) District
Adjacent Land Uses: Trails, skiing, open space, and residential.
Reason for Review: Condominium Plat applications require Planning Commission public hearing / review / recommendation to the City Council, and City Council public hearing / review / final action

Proposal / Executive Summary

This Condominium Plat was previously reviewed by Planning Commission (see May 22, 2019 [Packet](#) and [Minutes](#)) and City Council (see June 20, 2019 [Packet](#) and [Minutes](#)) and approved under [Ordinance 2019-34](#). However, before the Condominium Plat was recorded, the Applicant proposed changes to the King's Crown Resubdivision that would affect this proposed Condominium Plat.

The King's Crown Resubdivision First Amended Plat was reviewed by Planning Commission on September 11, 2019 and a unanimous positive recommendation was forwarded to City Council for the October 10, 2019 meeting. During review of the subject application for the King's Crown Condominium Plat, Staff recognized that the proposed internal Lot Line splitting Lot 2 would create non-compliance with Setbacks for Building D. On October 10, 2019, Staff recommended that the City Council approve the proposed King's Crown Resubdivision First Amended Plat but amend it to no longer split Lot 2 into Lots 2A and 2B. The City Council reviewed and approved the Plat according to Staff's recommendation, and Lot 2 was not split.

While Lot 2 is no longer being separated into Lot 2A and Lot 2B, the originally approved King's Crown Condominium Plat still needs to be amended to reflect the additional updates to the proposed Condominium Plat (see Analysis Section Table 1).

On November 13, 2019, the Planning Commission reviewed the proposed Condominium Plat and forwarded a unanimous positive recommendation to City Council, amending Finding of Fact 17 as follows:

(17) The size of the private units within the multi-unit dwelling ranges from ~~1,160-4,869~~ 756 - 3,121 square feet.

(See Planning Commission November 13, 2019 [Audio](#)).

Purpose

The purpose of the Recreational Commercial District is found in [Land Management Code § 15-2.16-1 Purpose](#).

Background/Timeline

- January 10, 2018 - Park City Planning Commission approved the King's Crown Master Planned Development / Conditional Use Permit. See [staff report/exhibits](#).
- February 1, 2018 – Park City Council approved the King's Crown Re-Subdivision Plat per [Ordinance No. 2018-05](#), and [staff report/exhibit](#).
- June 13, 2018 – Park City Planning Commission ratified the Development Agreement required by the approved Master Planned Development, see [staff report/exhibits](#).
- June 14, 2018 – Summit County recorded the Development Agreement -entry no. 01093392.
- May 16, 2018 – Summit County recorded the Plat – entry no. 1091847.
- August 30, 2018 – Park City Housing Authority approved the Affordable Housing Mitigation Plan, see [staff report/exhibits](#) and [meeting minutes \(page 10\)](#).
- March 19, 2019 – Park City Planning Department received a complete application for this Condominium Plat.
- May 22, 2019 – Park City Planning Commission reviews and takes final action on amending the approved Master Planned Development and Conditional Use Permit.
- August 14, 2019 – Park City Planning Department received a complete application for the King's Crown Resubdivision First Amended Plat.
- September 11, 2019 – Park City Planning Commission reviewed the King's Crown Resubdivision First Amended Plat and forwarded a unanimous positive recommendation to City Council for October 10, 2019.
- October 10, 2019 – City Council reviewed and approved the King's Crown Resubdivision First Amended Plat, but removed the additional internal Lot Line in Lot 2.
- November 13, 2019 – Planning Commission reviewed the subject application and forwarded a unanimous positive recommendation to City Council, amending Finding of Fact 17 as follows:

(17) The size of the private units within the multi-unit dwelling ranges from ~~1,160-~~
~~4,869~~ 756 - 3,121 square feet.

Analysis

The Updated Applicant Project Description (see Exhibit B) outlines the minor changes to the Condominium Plat. Staff has also included the list below with a short analysis for each change.

Table 1

Proposed Change	Staff Analysis
The Applicant has removed 445 square feet from Unit B401.	This reduces the total Gross Floor Area of Building B, but will not affect the design from the outside.
The Applicant has placed the pool amenity behind Building B rather than inside of Building B. The location behind Building B is similar to the location approved in the MPD/CUP for King's Crown, but does not visually impact the adjoining properties.	This is consistent with the drawings reviewed and approved under the MPD and will not impact surrounding neighbors.
The Applicant has removed 7,140 square feet from the bottom two floors of Building B.	This will result in both reduced excavation and reduced building square footage. The design of the building from the exterior will not be affected.
The Applicant proposed to change the affordable unit in Building B from common space to a private unit. It remains under the same affordable housing guidelines and restrictions.	Changing the Affordable Unit from platted Common Area to a Private Unit will allow the Unit to be sold separately. The unit will remain compliant with the guidelines and restrictions of the Affordable Housing Mitigation Plan.
The Applicant proposes to separate the penthouse unit in Building D into two units. They were combined in the original plat due to a buyer's request that has since been withdrawn. This does not affect the parking or the affordable housing, nor does it change the square footage.	This will not affect the building from the exterior and will not affect Unit Equivalents, parking, affordable housing requirements, or total Gross Floor Area of the Building.

The proposed Condominium Plat memorializes private, common, and limited common area that allows the units to be sold individually. The proposed Condominium Plat consists of twenty-six (26) market rate units and one (1) Affordable unit within the King's Crown Building B, C, and D, to be platted as the King's Crown Condominiums. The unit boundaries of each private unit will be set forth on the recorded plat.

The size of the private units within the multi-unit dwelling ranges from 756 – 3,121 square feet. See table below showing the dwelling unit no., private square footage, and limited common area:

Unit #	Unit Square Footage	Limited Common Area Appurtenant With Each Private Unit (deck)
<i>B101</i>	<i>756</i>	<i>366</i>
B102	1,147	313
B103	1,762	127
B201	1,916	528
B202	1,704	217
B301	2,677	509
B302	1,766	410
B401	3,121	1,100
C101	1,930	222
C102	1,745	342
C201	1,815	584
C202	1,660	223
C301	1,837	314
C302	1,762	229
C401	2,845	1,023
D101	2,286	410
D102	1,260	330
D103	1,261	70
D104	2,050	465
D201	2,123	310
D202	2,506	540
D203	2,497	296
D301	1,988	441
D302	2,298	460
D303	1,806	758
D401	2,500	857
D402	2,218	694
Total Private	52,876	

*Note: Unit B101 in *red italics* is a deed-restricted affordable housing unit; the rest are private market rate units.

Common areas include mechanical spaces, internal circulation, parking garage and circulation, swimming pool, spa, gym area, entertainment area, exterior walls and internal bearing walls/columns, footing and foundation, roof, etc. Limited common areas include several exterior decks throughout the three (3) buildings.

Good Cause

Staff finds good cause for this Condominium Plat as it reflects compliance with the amended Master Plan Development and Conditional Use Permit, approved Re-Subdivision Plat, and amended Affordable Housing Mitigation Plan.

Process

The approval of this Condominium Plat application by the City Council constitutes Final Action that may be appealed following the procedures found in Land Management Code § 15-1-18.

Department Review

This project has gone through interdepartmental review. No further issues were brought up at that time.

Notice

On October 30, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on October 26, 2019, according to requirements of the LMC.

Public Input

No public input has been received at the time of this report.

Alternatives

- The City Council may approve the proposed Condominium Plat, as conditioned or amended; or
- The City Council may deny the proposed Condominium Plat, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the proposed Condominium Plat, and request additional information or analysis in order to make a recommendation.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of Not Taking Recommended Action

Once the building is finished the property owner would not be able to sell each unit individually.

Summary Recommendation

Staff recommends that the City Council review and hold a public hearing for the King's Crown Condominiums located at located at 1271 Lowell Avenue, and consider approving the proposed Condominium Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A: Draft Ordinance

Attachment 1 – Proposed Condominium Plat

Exhibit B: Updated Applicant's Project Description

Exhibit C: Survey

Exhibit D: Aerial Photograph

Exhibit E: Site Photographs

Exhibit F: King's Crown Resubdivision Plat (recorded)

Exhibit G: Proposed King's Crown Resubdivision First Amended Plat

Exhibit A – Draft Ordinance

Ordinance No. 2019-56

AN ORDINANCE APPROVING THE KING’S CROWN CONDOMINIUMS PLAT, LOCATED AT 1271 LOWELL AVENUE, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 1271 Lowell Avenue have petitioned the City Council for approval of the Condominium Plat; and

WHEREAS, on October 26, 2019, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on October 30, 2019, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on November 13, 2019, to receive input on the Condominium Plat; and

WHEREAS, the Planning Commission on November 13, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 21, 2019, the City Council held a public hearing to receive input on the Condominium Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the King’s Crown Condominiums Plat, located at 1271 Lowell Avenue.

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

SECTION 1. APPROVAL. The King’s Crown Condominiums Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 1271 Lowell Avenue, Lot 2 of the King’s Crown Re-Subdivision.
2. The site is located within the Recreation Commercial District.
3. On January 10, 2018 the Park City Planning Commission approved the King’s Crown Master Planned Development and a Conditional Use Permit for Multi-Unit Dwellings throughout the development for market rate and affordable housing units.
4. On February 1, 2018 the Park City Council approved the King’s Crown Re-Subdivision Plat per Ordinance No. 2018-05.
5. On June 13, 2018 the Park City Planning Commission ratified the Development Agreement required by the approved Master Planned Development.

6. On June 14, 2018 Summit County recorded the Development Agreement -entry no. 01093392.
7. On May 16, 2018 Summit County recorded the King's Crown Re-Subdivision Plat – entry no. 1091847.
8. On August 30, 2018 the Park City Housing Authority approved the King's Crown Affordable Housing Mitigation Plan.
9. On March 19, 2019 the Park City Planning Department received a complete Condominium Plat.
10. On May 22, 2019 the Planning Commission amended the MPD and CUP.
11. On August 14, 2019, the Planning Department received a complete application for this Condominium Plat.
12. On September 22, 2019, the Planning Commission reviewed the King's Crown Resubdivision First Amended Plat and forwarded a unanimous positive recommendation to Council.
13. On October 10, 2019, the City Council reviewed and approved the King's Crown Resubdivision First Amended Plat, but removed the additional internal Lot Line splitting Lot 2 into Lot 2A and Lot 2B.
14. The proposed Condominium Plat memorializes common, limited common, and private areas that would that allows the units to be sold individually.
15. The proposed Condominium Plat consists of twenty-six (26) market rate units, and one (1) Affordable unit within the King's Crown Building B, C, and D, to be platted as King's Crown Condominiums.
16. The unit boundaries of each private unit would be set forth on the recorded plat.
17. The size of the private units within the multi-unit dwelling ranges from 756 – 3,121 square feet.
18. Common areas include mechanical spaces, internal circulation, parking garage and circulation, swimming pool, spa, gym area, entertainment area, exterior walls and internal bearing walls/columns, footing and foundation, roof, etc.
19. Limited common areas include several exterior decks throughout the three (3) buildings.
20. The recordation of this Condominium Plat would allow the applicant to sell each unit.
21. There is Good Cause for this Condominium Plat as it reflects compliance with the amended Master Plan Development and Conditional Use Permit, approved Re-Subdivision Plat, and amended Affordable Housing Mitigation Plan.
22. The analysis section of the staff report is incorporated herein.

Conclusions of Law:

1. There is good cause for this Condominium Plat.
2. The Condominium Plat is consistent with the Park City Land Management Code including sections 15-4-12, 15-7.1-3(C) and 15-12-15(B)(9), and applicable State law regarding Condominium Plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
4. Approval of the Condominium Plat, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat and CCRs for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A plat note shall state that all conditions of approval of the amended Master Planned Development, Conditional Use Permit, King's Crown Re-Subdivision Plat (Ordinance No. 2018-05 and Ordinance No. 2019-51), and amended Housing Mitigation Plan shall continue to apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 21st day of November, 2019.

PARK CITY MUNICIPAL CORPORATION

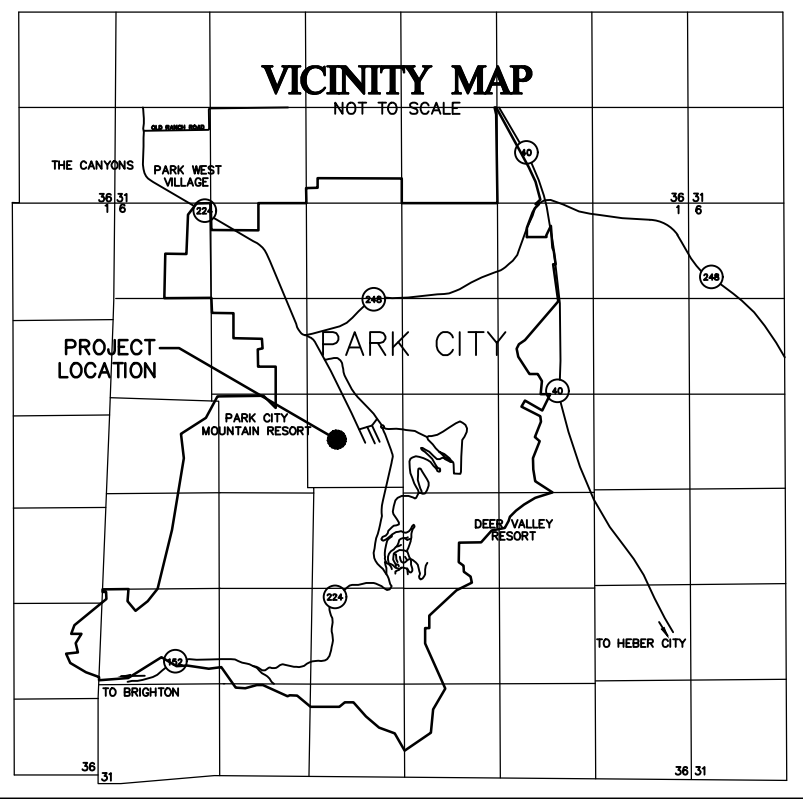
Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

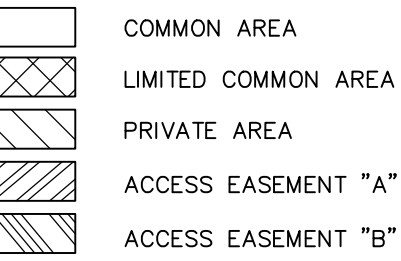
Mark Harrington, City Attorney



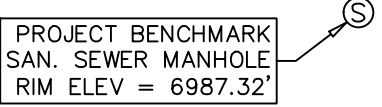
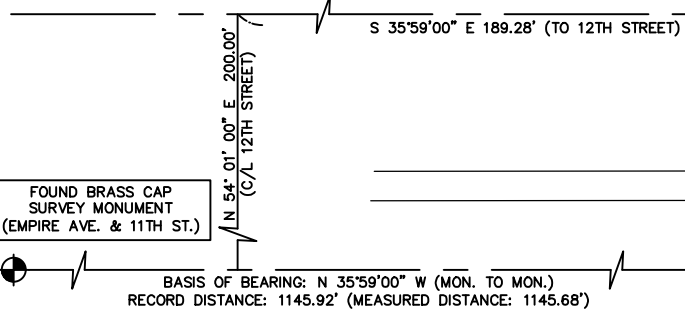
AREA TABULATIONS

COMMON AREA	59,977 SF TOTAL
LIMITED COMMON AREA	12,138 SF TOTAL
UNIT B101	366 SF
UNIT B102	313 SF
UNIT B103	127 SF
UNIT B201	528 SF
UNIT B202	217 SF
UNIT B301	509 SF
UNIT B302	410 SF
UNIT B401	1100 SF
UNIT C101	222 SF
UNIT C102	342 SF
UNIT C201	584 SF
UNIT C202	223 SF
UNIT C301	314 SF
UNIT C302	229 SF
UNIT C401	1023 SF
UNIT D101	410 SF
UNIT D102	330 SF
UNIT D103	70 SF
UNIT D104	465 SF
UNIT D201	310 SF
UNIT D202	540 SF
UNIT D203	296 SF
UNIT D301	441 SF
UNIT D302	460 SF
UNIT D303	758 SF
UNIT D401	857 SF
UNIT D402	694 SF
PRIVATE AREA (UNITS)	52,876 SF TOTAL
UNIT B101	756 SF
UNIT B102	1147 SF
UNIT B103	1762 SF
UNIT B201	1916 SF
UNIT B202	1704 SF
UNIT B301	2677 SF
UNIT B302	1768 SF
UNIT B401	3121 SF
UNIT C101	1930 SF
UNIT C102	1745 SF
UNIT C201	1815 SF
UNIT C202	1660 SF
UNIT C301	1837 SF
UNIT C302	1762 SF
UNIT C401	2485 SF
UNIT D101	2286 SF
UNIT D102	1260 SF
UNIT D103	1261 SF
UNIT D104	2050 SF
UNIT D201	2123 SF
UNIT D202	2506 SF
UNIT D203	2497 SF
UNIT D301	1988 SF
UNIT D302	2298 SF
UNIT D303	1806 SF
UNIT D401	2500 SF
UNIT D402	2218 SF

HATCHING LEGEND



STREET ADDRESS (TYP.)
LOWELL AVENUE (1271)



CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____ A.D. 2019.

CITY ENGINEER _____

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ AD 2019.

BY: _____
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 22ND DAY OF MAY A.D. 2019.

CHAIR _____

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 2019.

CITY ATTORNEY _____

COUNCIL APPROVAL & ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 20TH DAY OF JUNE A.D. 2019

MAYOR _____

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2019

CITY RECORDER _____

RECORDED

Nº. _____
STATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF: _____

COUNTY RECORDER _____

CONDOMINIUM PLAT
KING'S CROWN CONDOMINIUMS
— A UTAH CONDOMINIUM PROJECT —
A CONDOMINIUM PROJECT LOCATED WITHIN SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

LEGAL DESCRIPTION

LOT 2, KING'S CROWN RE-SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

CONTAINS: 41,773.16 SQUARE FEET (0.9590 ACRES) MORE OR LESS.

NOTES:

1. BASIS OF BEARING: NORTH 35°59'00" WEST BETWEEN FOUND AND ACCEPTED EMPIRE AVENUE SURVEY MONUMENTS, AS SHOWN HEREON.
2. PROJECT BENCHMARK ELEVATION = 6987.32'. SANITARY SEWER MANHOLE RIM IN LOWELL AVENUE, AS SHOWN HEREON.
3. THIS PLAT REPRESENTS A CONDOMINIUM CONVERSION OF LOT 2, "KING'S CROWN RE-SUBDIVISION", ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, ENTRY NUMBER 1091847.
4. COVENANTS, CONDITIONS, RESTRICTIONS, REQUIREMENTS, EASEMENTS, OR ANY ITEMS PREVIOUSLY ASSOCIATED WITH THE PROPERTY DESCRIBED HEREON REMAIN IN EFFECT. ALL REQUIREMENTS SET FORTH TO THIS CONDOMINIUM CONVERSION ARE IN ADDITION TO PREVIOUSLY ASSOCIATED ITEMS.
5. THE UNITS OF THIS CONDOMINIUM PLAT ARE SERVED BY PRIVATE LATERAL WASTEWATER LINES THAT CROSS THE COMMON AREA. "THE KING'S CROWN CONDOMINIUM OWNERS ASSOCIATION" SHALL BE RESPONSIBLE FOR OWNERSHIP, OPERATION AND MAINTENANCE OF THE PRIVATE LATERAL WASTEWATER LINES WITHIN THE COMMON AREA.
6. COMMON AREAS WITHIN THE PLAT ARE DEDICATED FOR PRIVATE UTILITIES, INCLUDING PRIVATE LATERAL WASTEWATER LINES.
7. BUILDING DEPARTMENT APPROVAL OF A FIRE SPRINKLER PLAN IS REQUIRED.
8. THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN ORDINANCE 2019-34.
9. ALL CONDITIONS OF APPROVAL OF THE AMENDED MASTER PLAN NED DEVELOPMENT, CONDITIONAL USE PERMIT, KING'S CROWN RE-SUBDIVISION PLAT ORDINANCE NO. 2018-05, AND AMENDED HOUSING MITIGATION PLAN SHALL CONTINUE TO APPLY.
10. UNIT MEASUREMENTS SHOWN HEREON ARE FINISHED SURFACE OF INSIDE WALL TO FINISHED SURFACE OF INSIDE WALL (ON SHEETS 2-4).

OWNERS DEDICATION AND CONSENT TO RECORD

I, KNOW ALL MEN BY THESE PRESENTS THAT BY THE VIRTUE OF A CORPORATE RESOLUTION, CRG DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY, OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS THE "KING'S CROWN CONDOMINIUMS", DOES HEREBY CERTIFY THAT WE HAVE CAUSED THIS PLAT TO BE PREPARED, AND DOES HEREBY CONSENT TO THE RECORDATION OF THIS PLAT. ALSO, THE OWNERS, OR HIS/HER REPRESENTATIVES, HEREBY CERTIFY THAT THE BUILDINGS CONTAINING UNITS SHOWN ON THIS PLAT, UNDER CONSTRUCTION AT THE TIME THE PLAT IS RECORDED, WILL, WHEN COMPLETED, BE AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

RORY MURPHY, MANAGER
CRG DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH) :ss
COUNTY OF SUMMIT)

PERSONALLY APPEARED BEFORE ME THIS _____ DAY OF _____, 2019 THE FOLLOWING: RORY MURPHY, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS MANAGER OF CRG DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND ON BEHALF OF SAID CORPORATION AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

RESIDING IN _____

LIEN HOLDER CONSENT

ON THE _____ DAY OF _____, 20____, CRG DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY, ENTERED INTO A DEED OF TRUST WITH BANK OF AMERICAN FORK, A DIVISION OF PEOPLE'S INTERMOUNTAIN BANK, WHICH DEED OF TRUST IS SECURED BY THE PROPERTY MORE PARTICULARLY DESCRIBED IN THE ABOVE IDENTIFIED DEED OF TRUST. SAID DEED OF TRUST WAS RECORDED ON AUGUST 3, 2018, AS ENTRY NO. 1098168 IN BOOK 2473 AT PAGE 1083 IN THE OFFICIAL RECORDS OF THE SUMMIT COUNTY RECORDER'S OFFICE.

BANK OF AMERICAN FORK IS FULLY AWARE THAT CRG DEVELOPMENT, LLC IS IN THE PROCESS OF RECORDING A PLAT CREATING A PROJECT KNOWN AS "KING'S CROWN CONDOMINIUMS" AND BANK OF AMERICAN FORK HEREBY CONSENTS TO THE RECORDING OF THE PLAT FOR ALL PURPOSES SHOWN THEREON.

DATED THIS _____ DAY OF _____, 2019.

BANK OF AMERICAN FORK

BY: _____
PRINT NAME: IVAN WARNER
TITLE: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH) :ss
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED IVAN WARNER, THE VICE PRESIDENT OF BANK OF AMERICAN FORK PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING LIEN HOLDER'S CONSENT REGARDING THE KING'S CROWN CONDOMINIUMS AND WAS SIGNED BY HIM ON BEHALF OF SAID BANK OF AMERICAN FORK AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME.

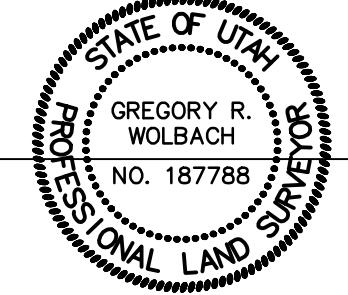
MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

RESIDING IN _____

SURVEYOR'S CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY. I FURTHER CERTIFY THAT THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57-8-13 OF CHAPTER 8, CONDOMINIUM OWNERSHIP ACT, UTAH CODE TITLE 57, REAL ESTATE.

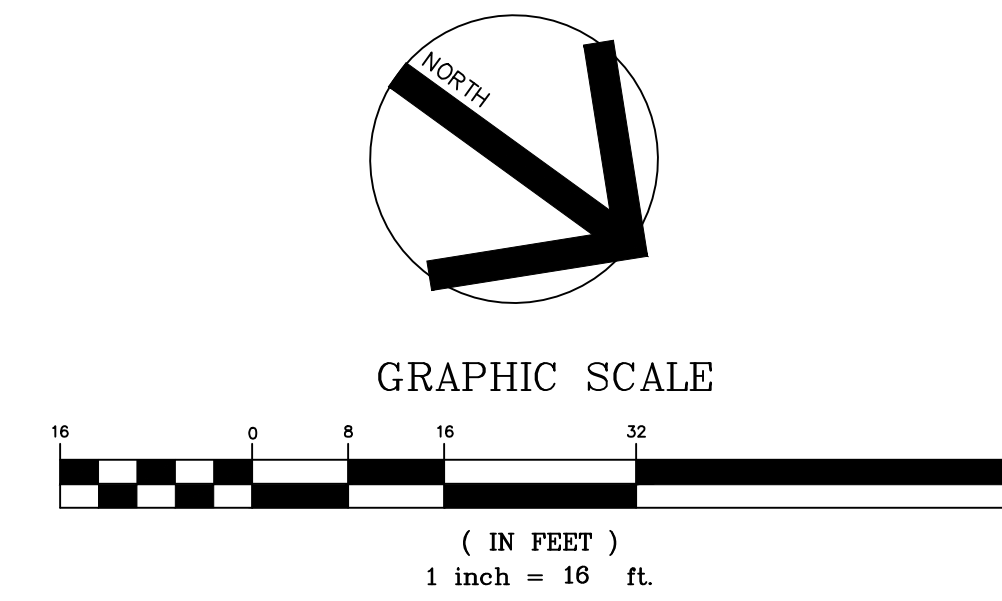
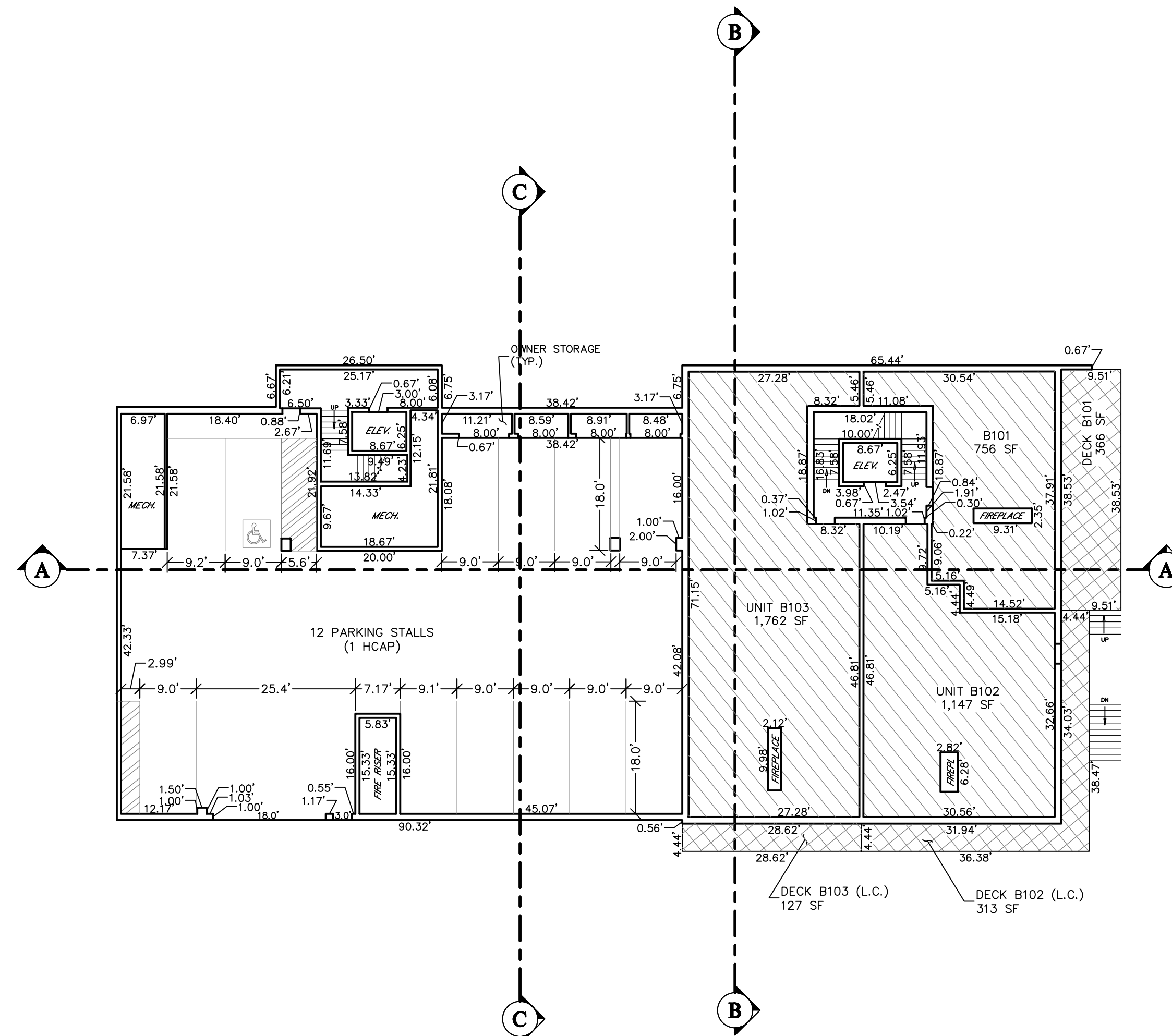


GREGORY R. WOLBACH

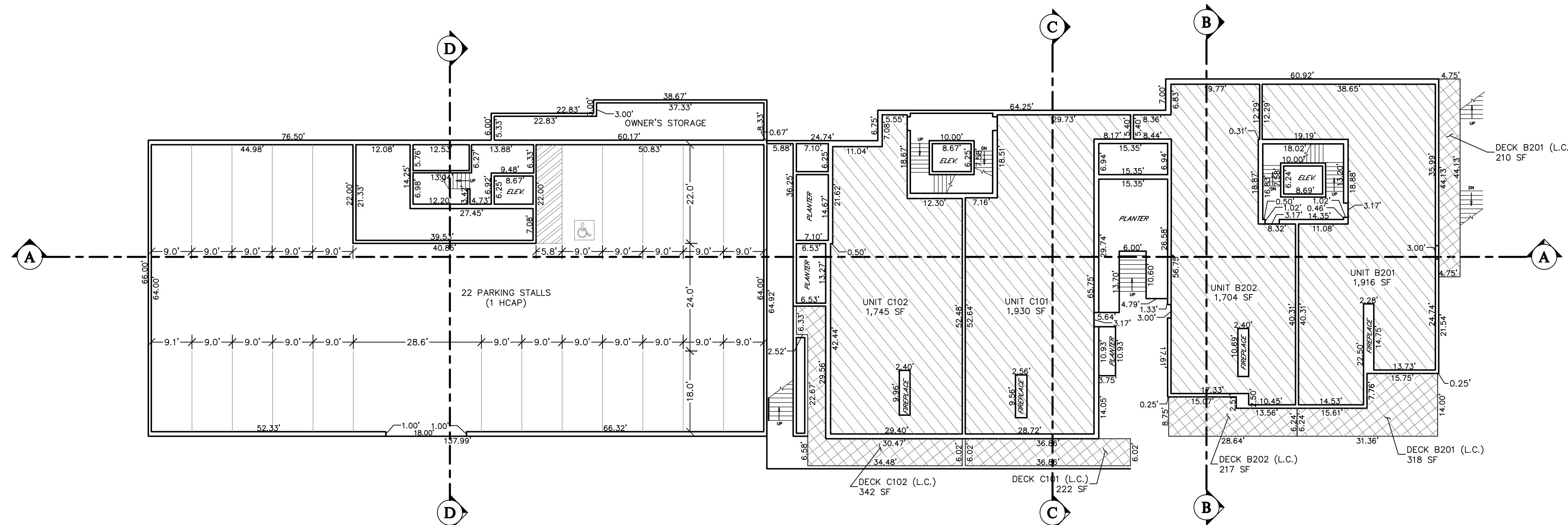
DATE: _____

SHEET 1 OF 4
PLOT DATE: OCTOBER 9, 2019
DRAWING: KC-L012-CONDO-PP-R.dwg
© 2019 Evergreen Engineering, Inc.

**BUILDING C
PARKING LEVEL**



BUILDING C
UNITS C101, C102
BUILDING D
PARKING LEVEL



	COMMON AREA
	LIMITED COMMON AREA
	PRIVATE AREA

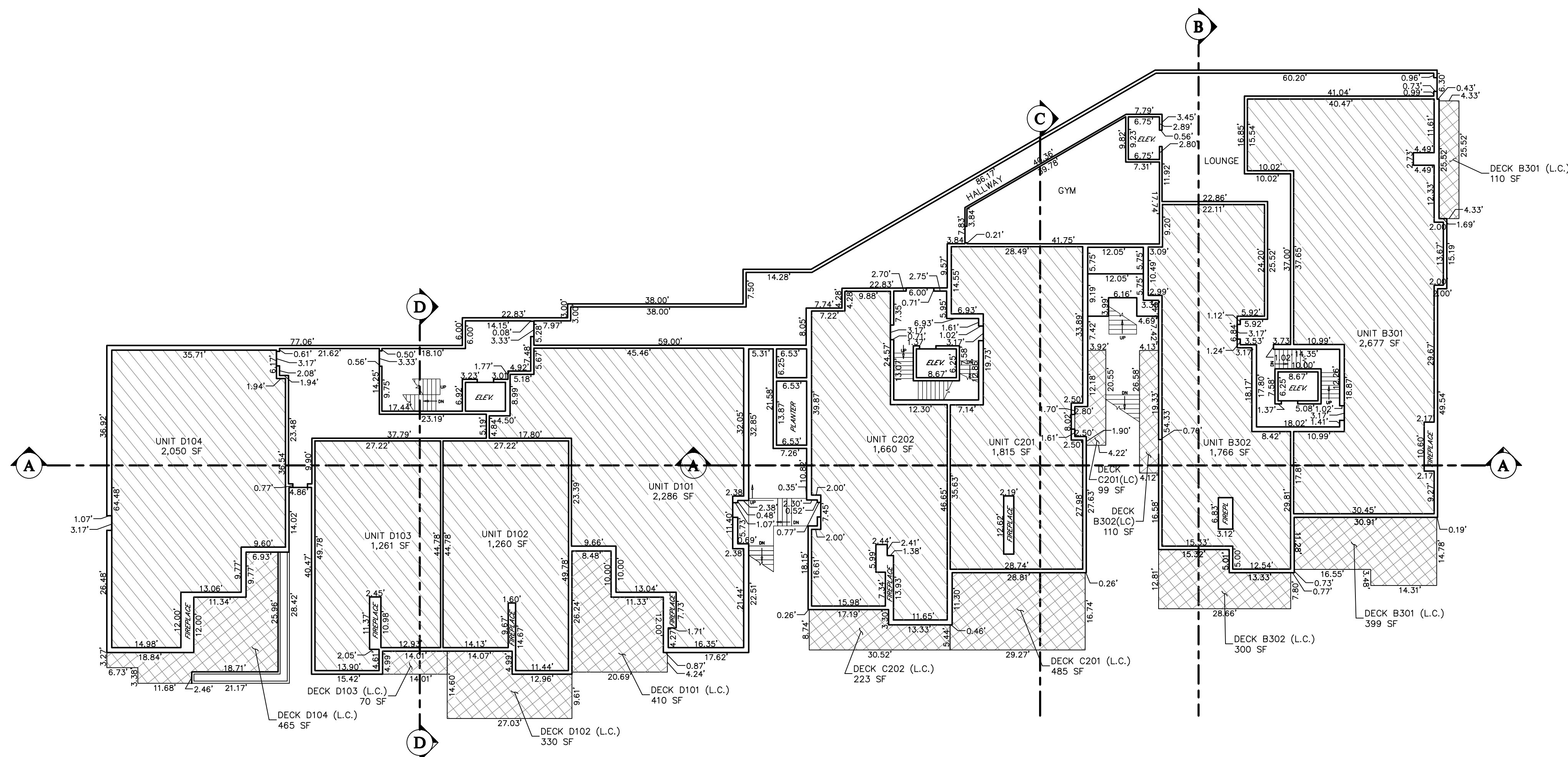
NO. _____	RECORDED
DATE _____	
STATE OF _____	
CITY OF _____	
RECORDED AT THE REQUEST OF _____	
FFFS _____	CITY RECORDER _____

**KING'S CROWN CONDOMINIUMS
FLOOR PLANS - LEVELS 1, 2 & 3**

CRG PARTNERS

SHEET 2 OF 4

333



LEVEL 4

BUILDING B

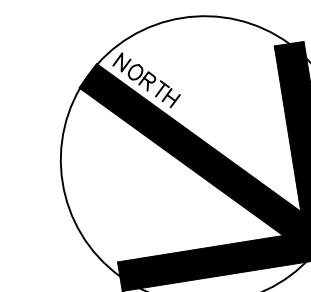
UNITS B301, B302

BUILDING C

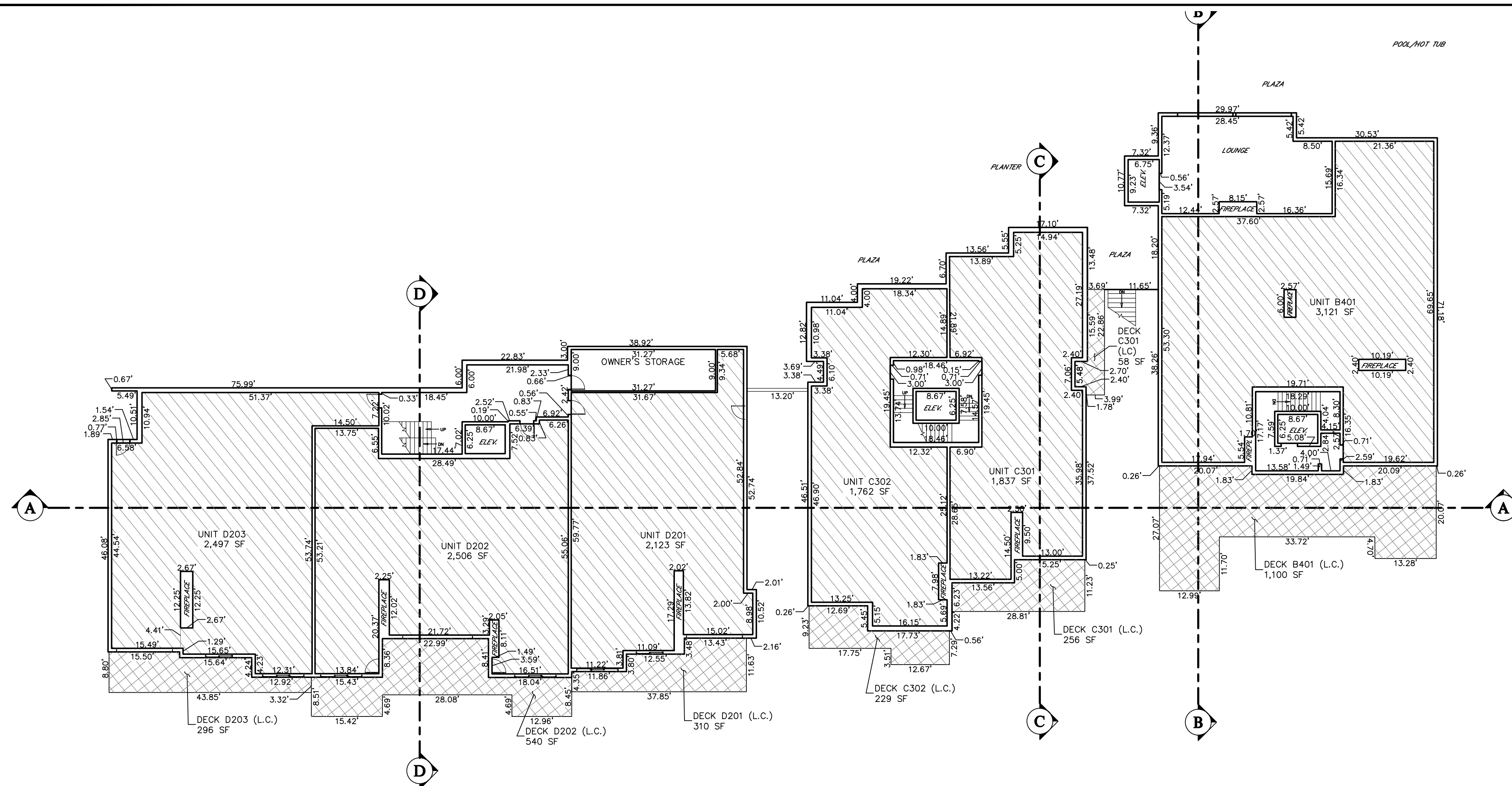
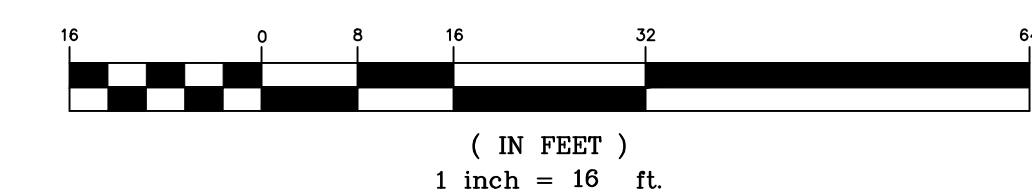
UNITS C201, C202

BUILDING D

UNITS D101, D102, D103, D104



GRAPHIC SCALE



LEVEL 5

BUILDING B

UNITS B401

BUILDING C

UNITS C301, C302

BUILDING D

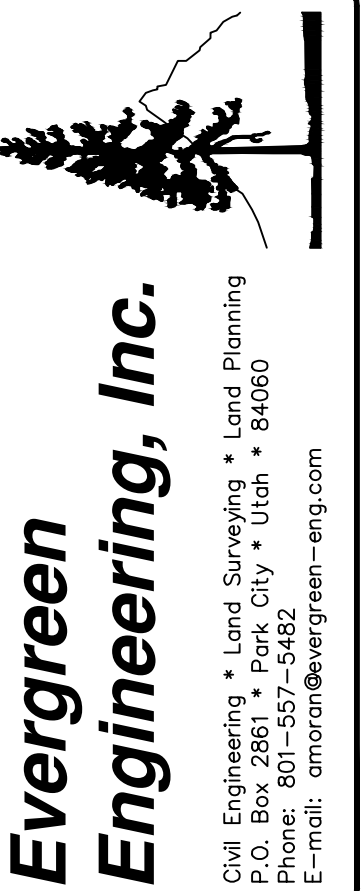
UNITS D201, D202 & D203

HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

NO. _____ RECORDED
 DATE _____
 STATE OF _____
 CITY OF _____
 RECORDED AT THE REQUEST OF _____
 FEES _____ CITY RECORDER

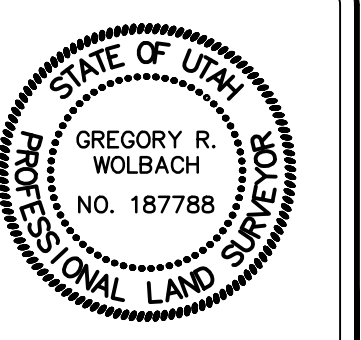
PLOT DATE: OCTOBER 9, 2019



**Evergreen
Engineering, Inc.**

Civil Engineering • Land Surveying • Land Planning
 P.O. Box 2861 • Park City • Utah • 84060
 Phone: 801-557-5482
 E-mail: info@evergreen-eng.com

DATE	BY	REVISIONS	COMMENTS

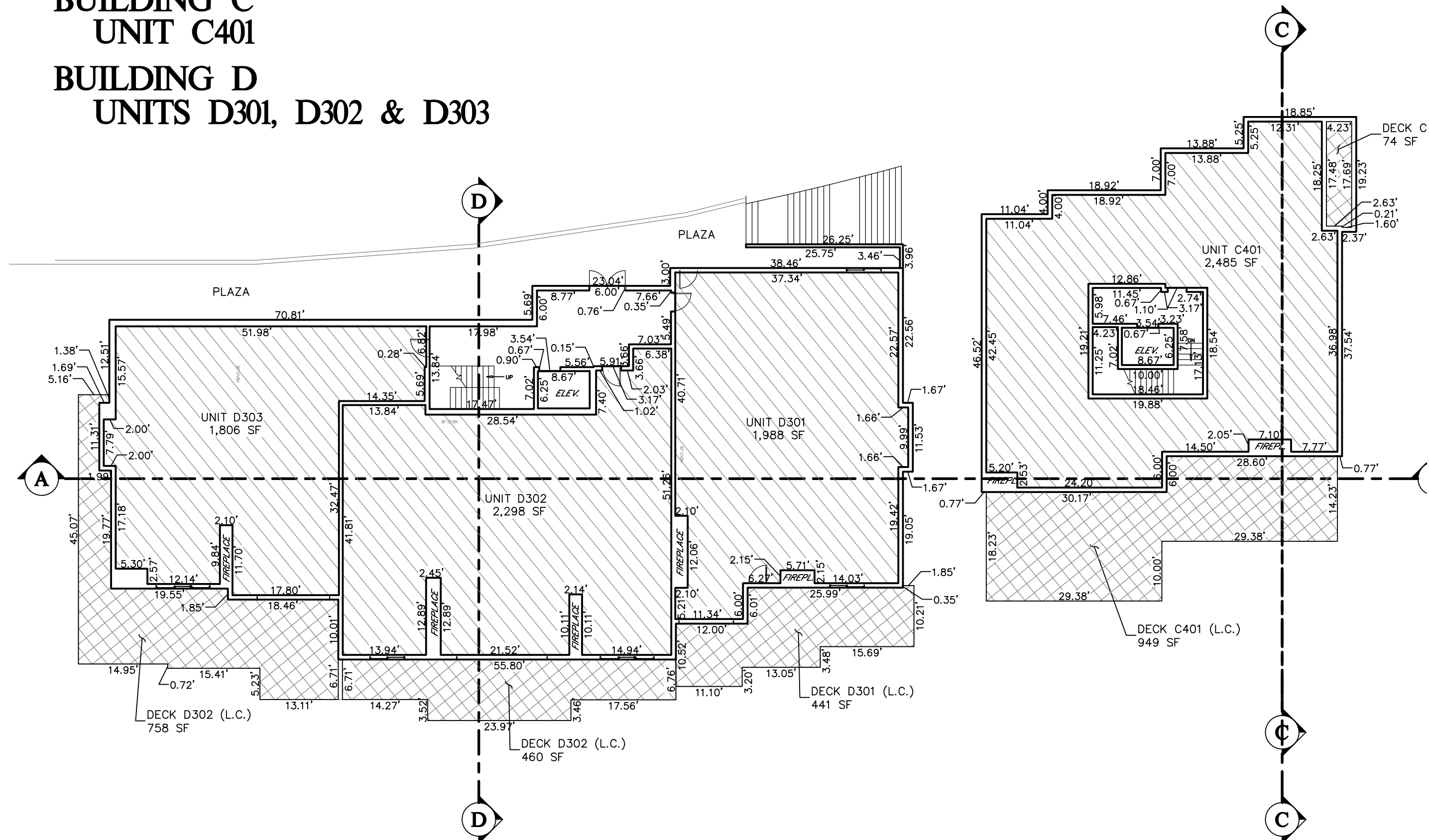


DESIGNED BY:
WOW
 DRAWN BY:
ADM
 CHECKED BY:
ADM

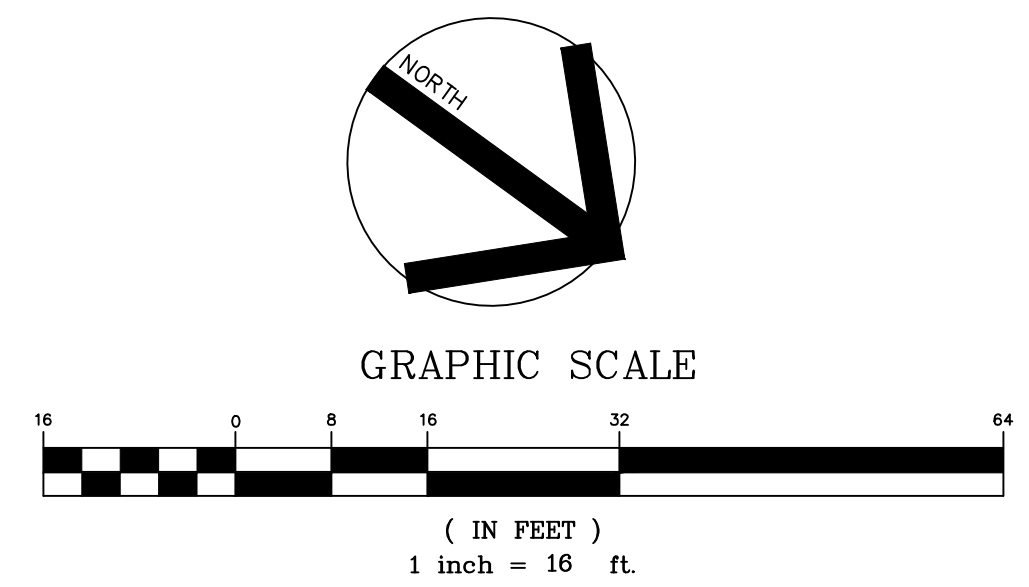
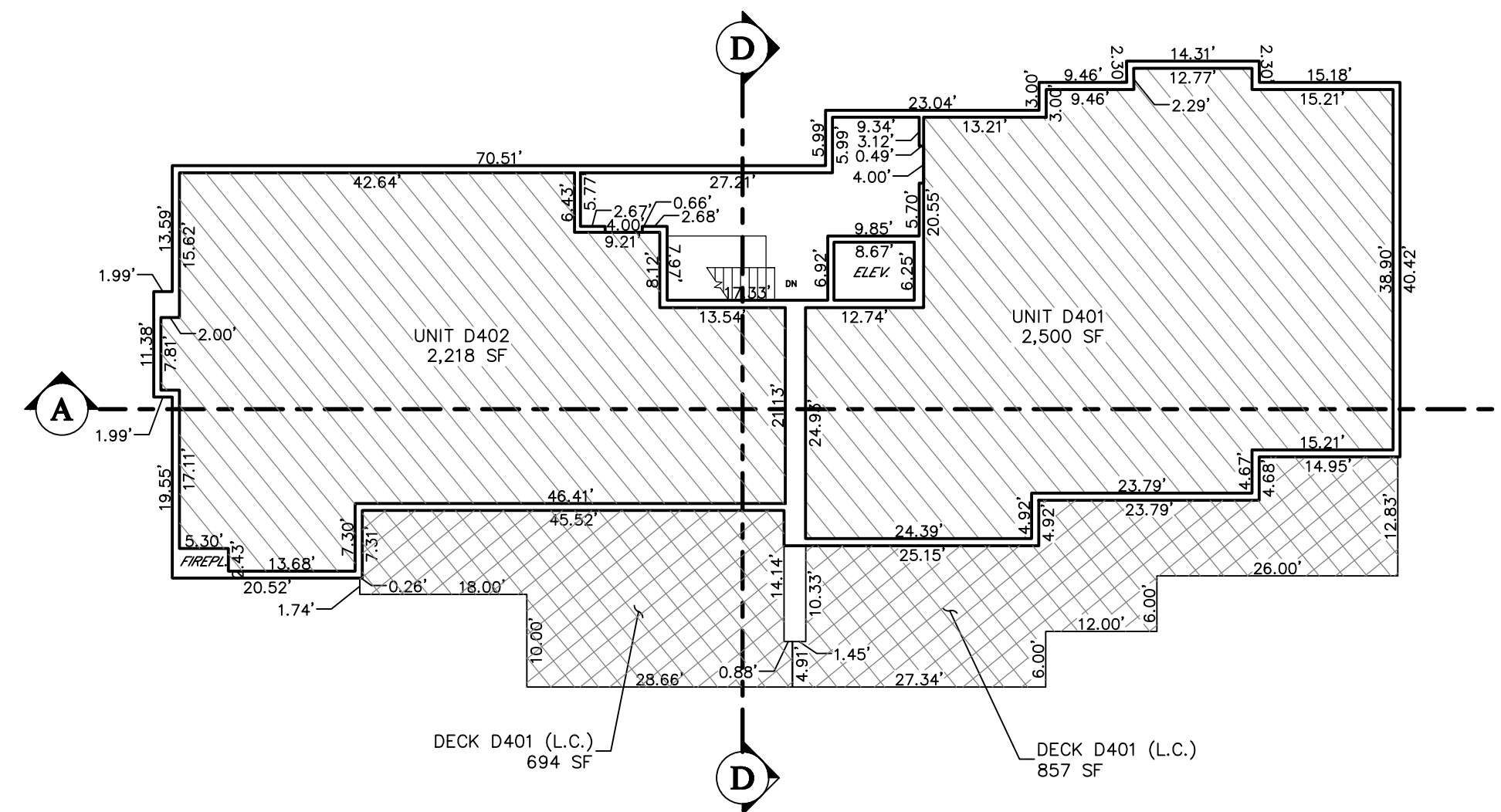
**KING'S CROWN CONDOMINIUMS
FLOOR PLANS - LEVELS 4 & 5**

FOR: **CRG PARTNERS** PROJECT NO: **1626**

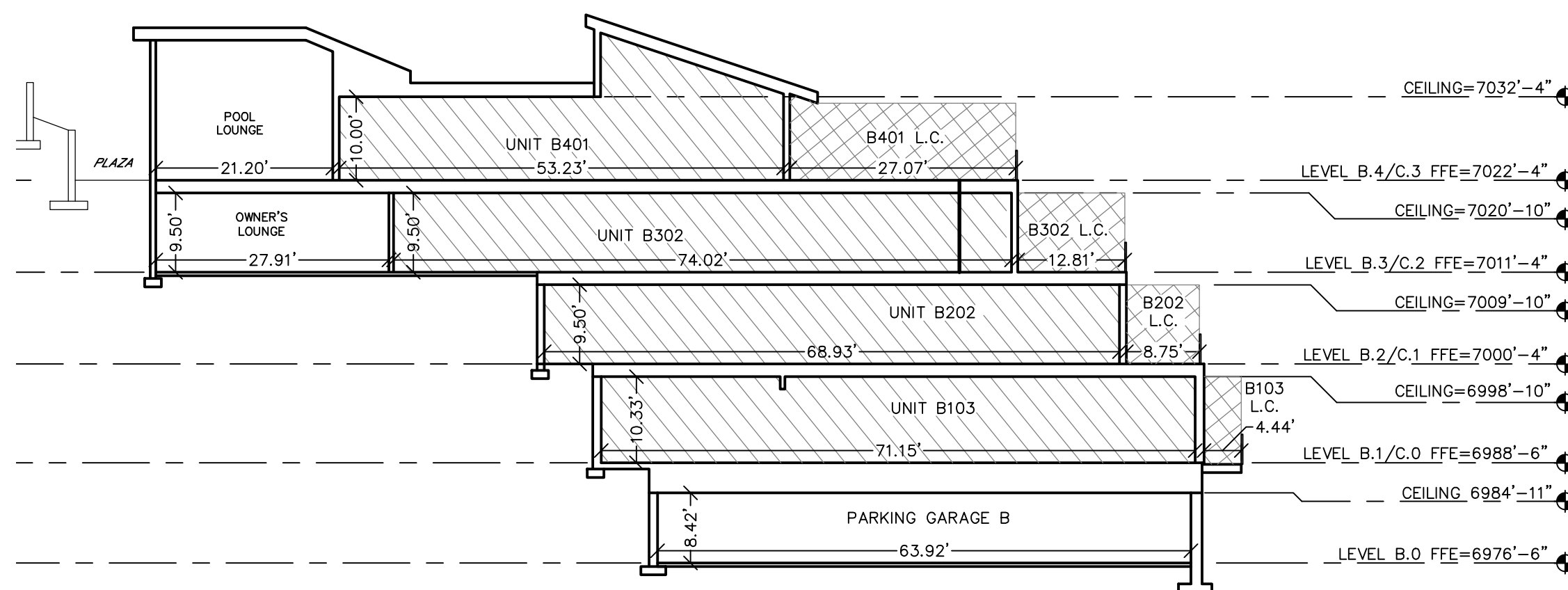
LEVEL 6
BUILDING C
UNIT C401
BUILDING D
UNITS D301, D302 & D303



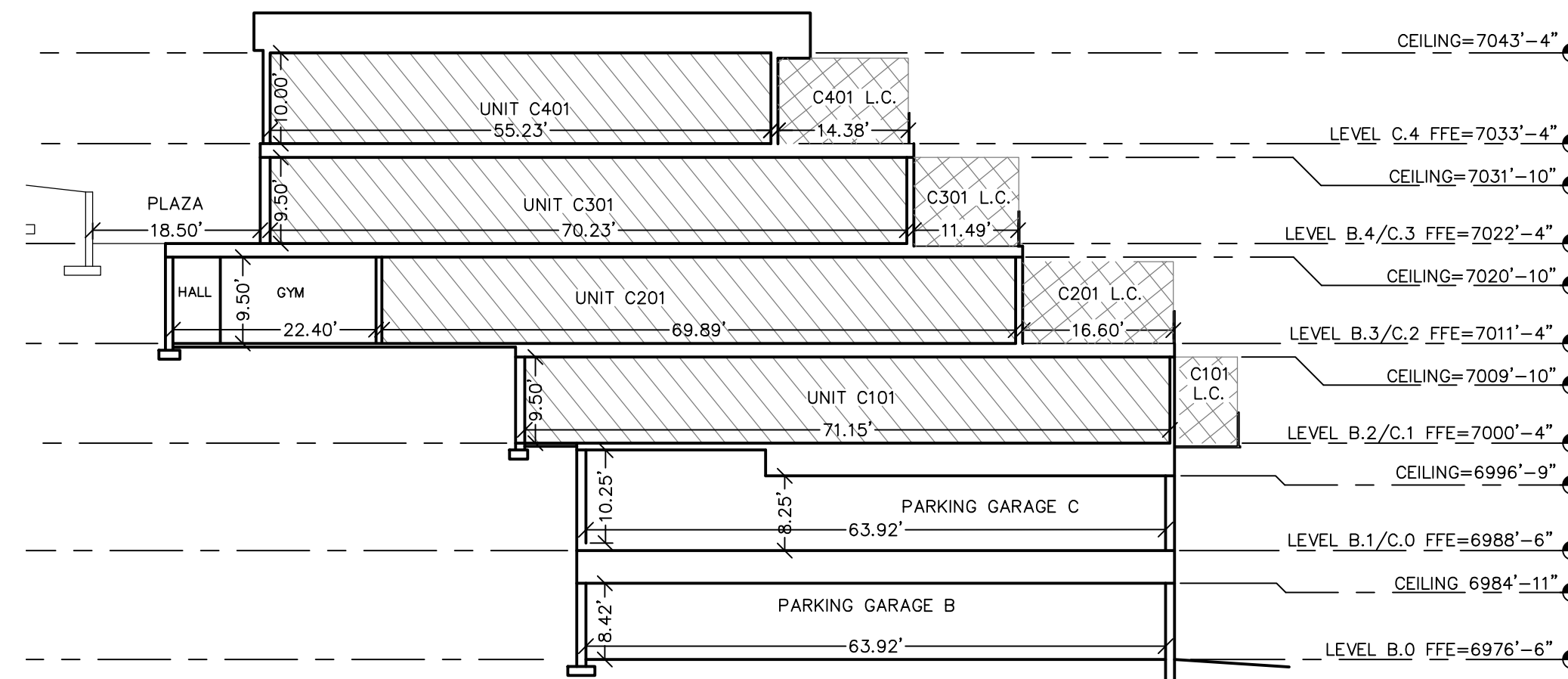
LEVEL 7
BUILDING D
UNIT D401



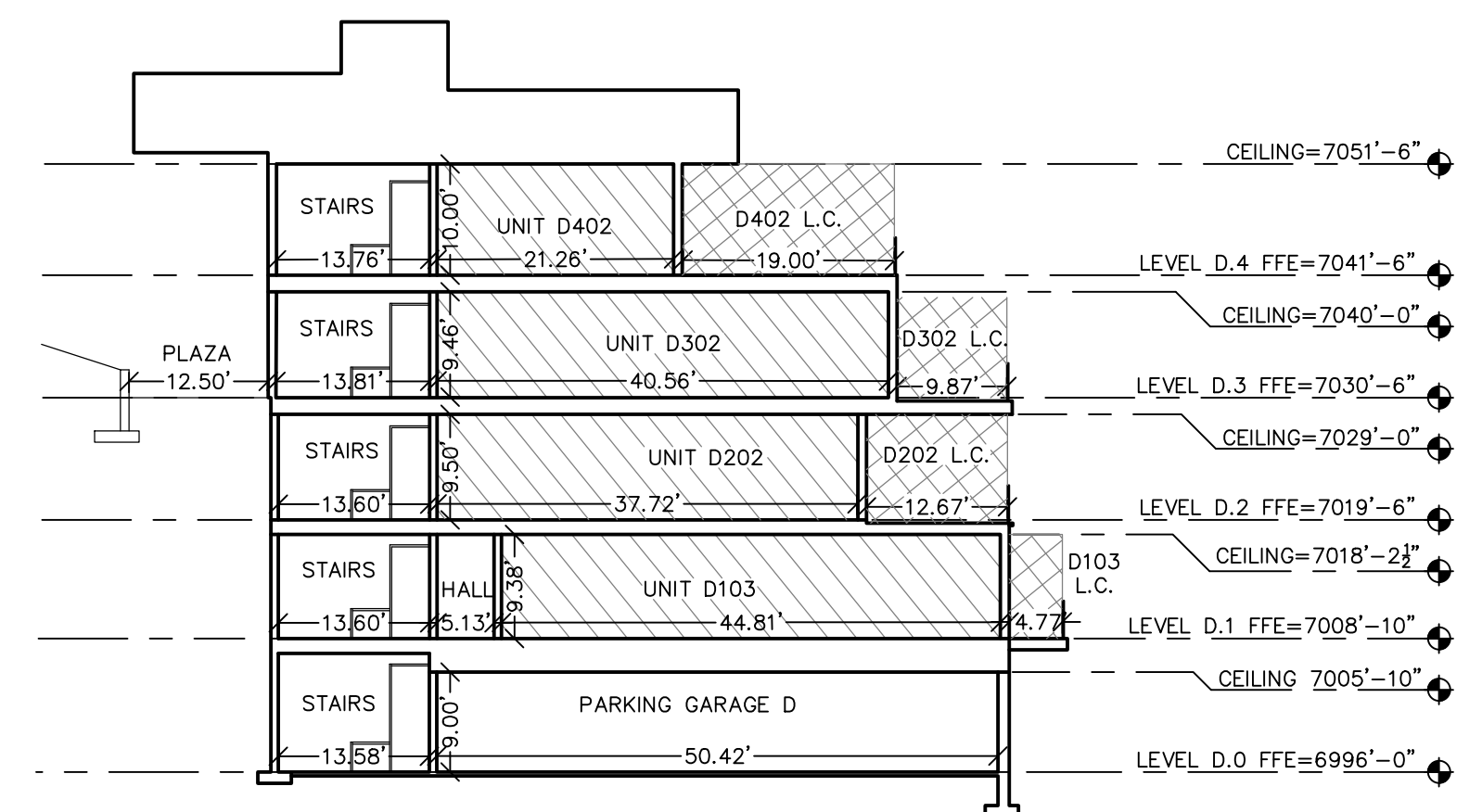
BUILDING B CROSS SECTION



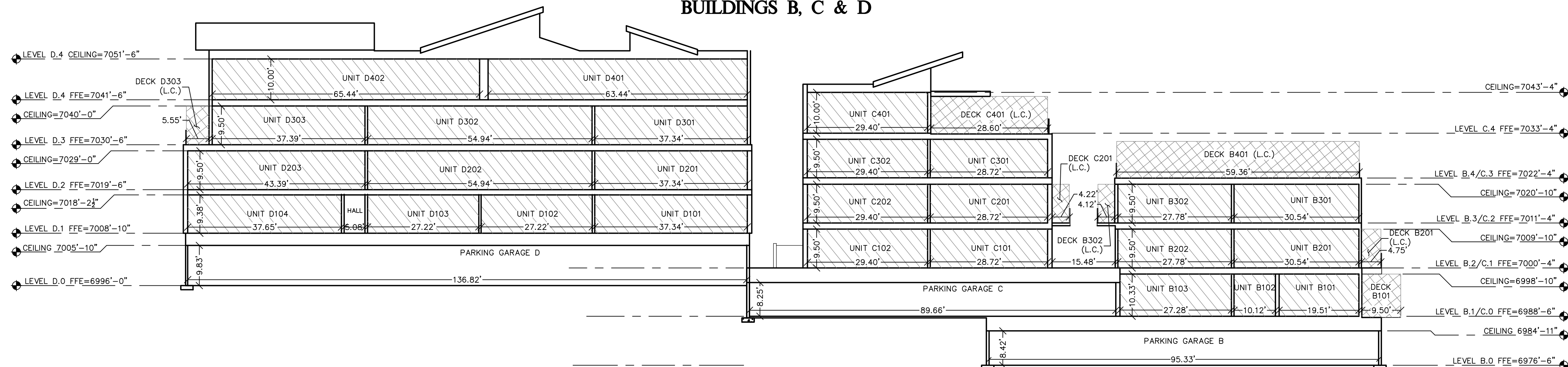
BUILDING C CROSS SECTION



BUILDING D CROSS SECTION



BUILDINGS B, C & D



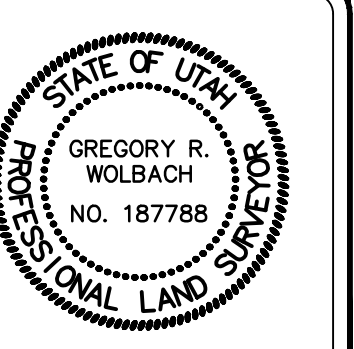
HATCHING LEGEND

[Common Area Hatching]	COMMON AREA
[Limited Common Area Hatching]	LIMITED COMMON AREA
[Private Area Hatching]	PRIVATE AREA

NO. _____
DATE _____
STATE OF _____
CITY OF _____
RECORDED AT THE REQUEST OF _____
FFES _____ CITY RECORDER _____

Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
P.O. Box 2861 • Park City • Utah • 84060
Phone: 801-557-5482
E-mail: info@evergreen-eng.com

DATE	BY	REVISIONS	COMMENTS



DESIGNED BY:
WOW
DRAWN BY:
ADM
CHECKED BY:
ADM

KING'S CROWN CONDOMINIUMS
FLOOR PLANS - LEVELS 6 & 7
BUILDING CROSS-SECTIONS
FOR: **CRG PARTNERS**
PROJECT: **KC-1072-CONDO-PP**
JOB NO: **1626**

September 17, 2019

Laura Kuhrmeyer, Planner 1
Park City Planning Department
Park City Municipal Corporation
445 Marsac Avenue
PO Box 1450
Park City, Utah 84060

RE: Condominium Plats for King's Crown Condominiums

Laura,

As we discussed, CRG Development, LLC has submitted the condominium plats for the King's Crown Condominiums in two phases instead of the one plat which was previously approved. The new plat submittals are, with minor changes, the same as the previously approved plat. The major difference is that it is now in two phases instead of one. The changes from the previously approved plat are as follows:

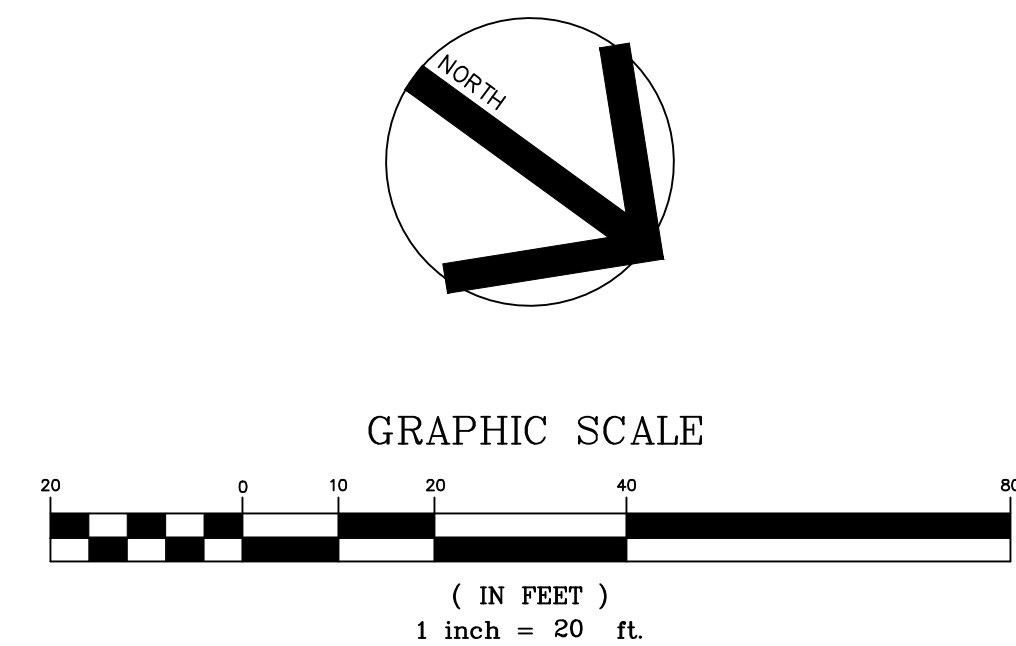
1. Buildings B and C are now in a Phase 1 Plat and Building D is in a Phase 2 Plat.
2. We've removed 445 sf from Unit B401
3. We've placed the pool amenity behind Building B rather than inside of Building B. The location behind Building B is similar to the location approved in the MPD/CUP for King's Crown, but does not visually impact the adjoining properties.
4. We've removed 7,140 sf from the Building B bottom two floors. This will result in far less excavation and significantly less building square footage.
5. We are requesting zero setbacks between Buildings C and D to allow for the stairways, parking and access areas to be seamless between the buildings. The buildings were designed to work in harmony together and the stairways, parking and access areas are designed to work in conjunction with one another.
6. There is a two-foot cross-easement between Buildings C and D to allow for footings decks and walls to be constructed as designed.
7. The affordable unit in Building B has been changed from common space to a unit. It remains under the same affordable housing guidelines and restrictions.

8. We are separating the penthouse unit in Building D into two units. We had combined them in the original plat due to a buyer's request that has since been withdrawn. This does not affect the parking or the affordable housing, nor, most importantly, does it change the square footage whatsoever.

The applicant is respectfully asking for permission to make these changes to its approved plat. We appreciate your consideration of our request and are available answer any questions, comments or concerns you may have.

Sincerely,

Rory Murphy
453-640-5068



PUBLIC PEDESTRIAN ACCESS EASEMENT

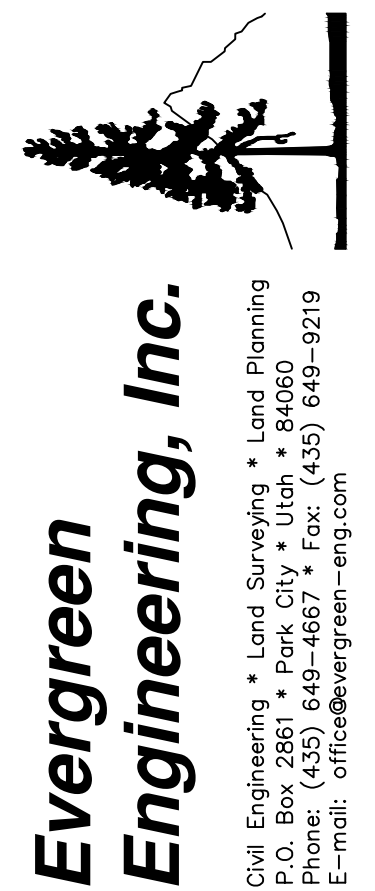
PRIVATE ACCESS EASEMENT (FOR THE BENEFIT OF MASTER OWNER'S ASSOCIATION)

1. BASIS OF BEARING: N 35°59'00" W BETWEEN A FOUND BRASS CAP SURVEY MONUMENT AT THE INTERSECTION OF EMPIRE AVENUE AND 11TH STREET AND A FOUND BRASS CAP SURVEY MONUMENT ON THE CENTERLINE OF EMPIRE AVENUE AT AN ANGLE POINT LOCATED NORTH OF 13TH STREET, AS SHOWN HEREON.
2. PROPERTY LOCATED WITHIN: SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, PARK CITY, UTAH.
3. PURPOSE OF SURVEY: DEFINE EXISTING CONDITIONS OF PROPERTY FOR DEVELOPMENT.
4. THE EMPIRE KING'S GROWN RESUBDIVISION IS UNDER CONSTRUCTION WITH MAJOR GRADING BEING DONE ON A DAILY BASIS. TOPOGRAPHIC DATA SHOWN HEREON MAY NOT BE COMPLETELY ACCURATE.
5. CONTOURS SHOWN HEREON ARE TAKEN FROM FIELD DATA OBTAINED BY EVERGREEN ENGINEERING IN 2017 - 2019. SOME CONSTRUCTION STAKING DATA HAS BEEN USED TO INTERPOLATE BETWEEN CURRENT SITE CONDITIONS AND SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION FOR THE OVERALL SUBDIVISION.
6. SURVEY REQUESTED BY: MR. RORY MURPHY.
7. SETBACKS PER MPD APPROVAL - ON FILE WITH PARK CITY MUNICIPAL CORPORATION PLANNING DEPARTMENT.
8. FLOOD ZONE ONE (FLOOD INSURANCE RATE MAP NUMBER 49043C0919C) HAS BEEN DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANGE FLOODPLAIN FEMA FLOOD INSURANCE RATE MAP NUMBER 49043C0919C.
9. THERE ARE NO BUILDINGS, STRUCTURES OR ABOVE GRADE IMPROVEMENTS, LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY AS DESCRIBED AND SHOWN HEREON.
10. THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS OR ENCUMBRANCES LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY AS DESCRIBED HEREON.
11. ALL BEARINGS AND DISTANCES SHOWN WERE MEASURED AND ARE EQUIVALENT TO THE RECORD BEARINGS AND DISTANCES.
12. ALTERATION OF ANY SURVEY DATA SHOWN HEREON WITHOUT THE SURVEYORS CONSENT MAKES THIS SURVEY INVALID.

LOT 2, KING'S CROWN RESUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (ENTRY #1091847).

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, AS PREPARED BY THE LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERSONALLY CONDUCTED THE HEREIN DESCRIBED PROPERTY SURVEY.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS RECORD OF SURVEY IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.

[illegible]

DESIGNED BY:
ADM
DRAWN BY:
ADM
CHECKED BY:
ADM

KING'S CROWN RESUBDIVISION, LOT 2
EXISTING CONDITIONS PLAN

CRG DEVELOPMENT, LLC	LOT2-TOPO	1626
----------------------	-----------	------

SHEET 1 OF 1



PARALLEL
PARKING
ONLY
←→



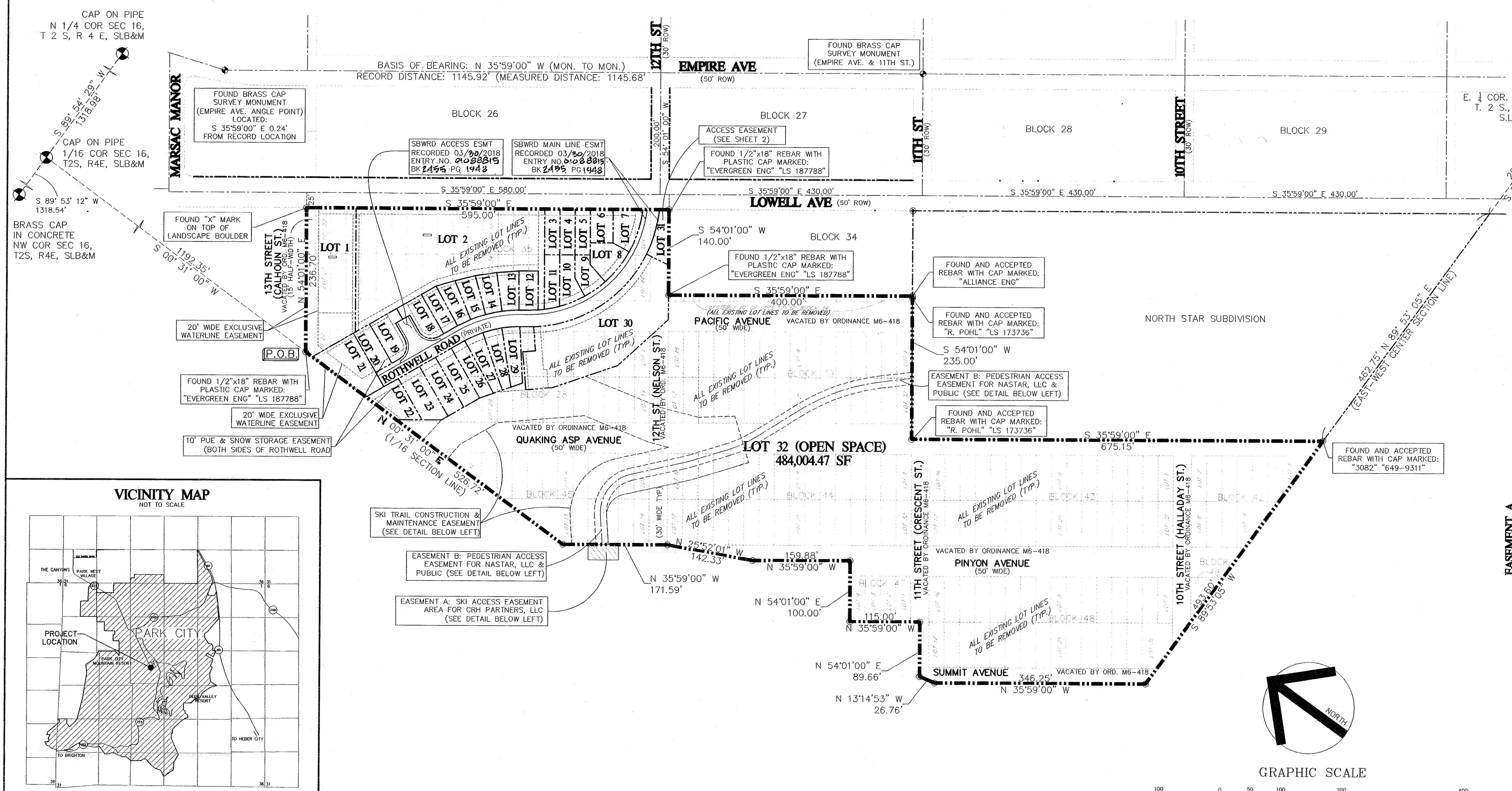




KING'S CROWN RE-SUBDIVISION

(A 32 LOT RESIDENTIAL SUBDIVISION)

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH



BOUNDARY DESCRIPTION
BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED 13TH STREET (A.K.A. CALHOUN STREET) AND THE WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING IS LOCATED SOUTH 00° 31' 00" WEST, 1192.35 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 54°01'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, 236.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID WESTERLY RIGHT OF WAY OF LOWELL AVENUE, 595.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VACATED 12TH STREET (A.K.A. NELSON STREET); THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE, SOUTH 54°01'00" WEST, 140.00 FEET; THENCE SOUTH 35°59'00" EAST, 400.00 FEET TO THE SOUTHWEST CORNER OF BARBARA'S SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE SOUTH 54°01'00" WEST ALONG SAID NORTHERLY BOUNDARY LINE, 235.00 FEET TO THE NORTHEAST CORNER OF SAID NORTHSTAR SUBDIVISION; THENCE SOUTH 35°59'00" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTHSTAR SUBDIVISION, 675.15 FEET TO THE SOUTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION, SAID POINT ALSO BEING ON THE EAST-WEST CENTER SECTION LINE (SOUTH LINE OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'05" WEST ALONG SAID EAST-WEST CENTER SECTION LINE, 493.60 FEET TO THE CENTERLINE OF VACATED SUMMIT AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF SUMMIT AVENUE, 346.25 FEET, MORE OR LESS, TO THE EASTERLY EDGE OF THE EXISTING KING'S CROWN SKI RUN; THENCE NORTH 13°14'53" WEST ALONG SAID EASTERLY EDGE OF THE KING'S CROWN SKI RUN, 26.76 FEET TO THE CENTERLINE OF VACATED 11TH STREET (A.K.A. CRESCENT STREET); THENCE NORTH 54°01'00" EAST ALONG SAID CENTERLINE OF 11TH STREET, 89.66 FEET; THENCE LEAVING SAID CENTERLINE NORTH 35°59'00" WEST ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 1 THROUGH 4 OF BLOCK 47, SNYDER'S ADDITION TO PARK CITY, SAID POINT BEING LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, 171.59 FEET TO THE WEST LINE OF SAID SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE, 159.88 FEET; THENCE LEAVING SAID CENTERLINE NORTH 25°52'01" WEST A DISTANCE OF 142.33 FEET TO THE NORTHEAST CORNER OF LOT 17, BLOCK 44, SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF PINYON AVENUE, 50.00 FEET TO THE WEST LINE OF SAID SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE, 171.59 FEET TO THE WEST LINE OF SAID SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE, 159.88 FEET; THENCE LEAVING SAID CENTERLINE OF PINYON AVENUE, NORTH 35°59'00" WEST, 50.00 FEET; THENCE LEAVING SAID CENTERLINE OF PINYON AVENUE, NORTH 54°01'00" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 653,761 SQUARE FEET (15,008.3 ACRES) MORE OR LESS.
TOGETHER WITH A NON-EXCLUSIVE SKI ACCESS EASEMENT OVER THE FOLLOWING:
BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 45, SNYDER'S ADDITION TO PARK CITY, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, SOUTH 35°59'00" EAST, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 45, SNYDER'S ADDITION TO PARK CITY; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE SOUTH 54°01'00" WEST, 25.00 FEET TO THE CENTERLINE OF SAID PINYON AVENUE; THENCE ALONG SAID CENTERLINE OF PINYON AVENUE, NORTH 35°59'00" WEST, 50.00 FEET; THENCE LEAVING SAID CENTERLINE OF PINYON AVENUE, NORTH 54°01'00" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,250 SQUARE FEET, MORE OR LESS

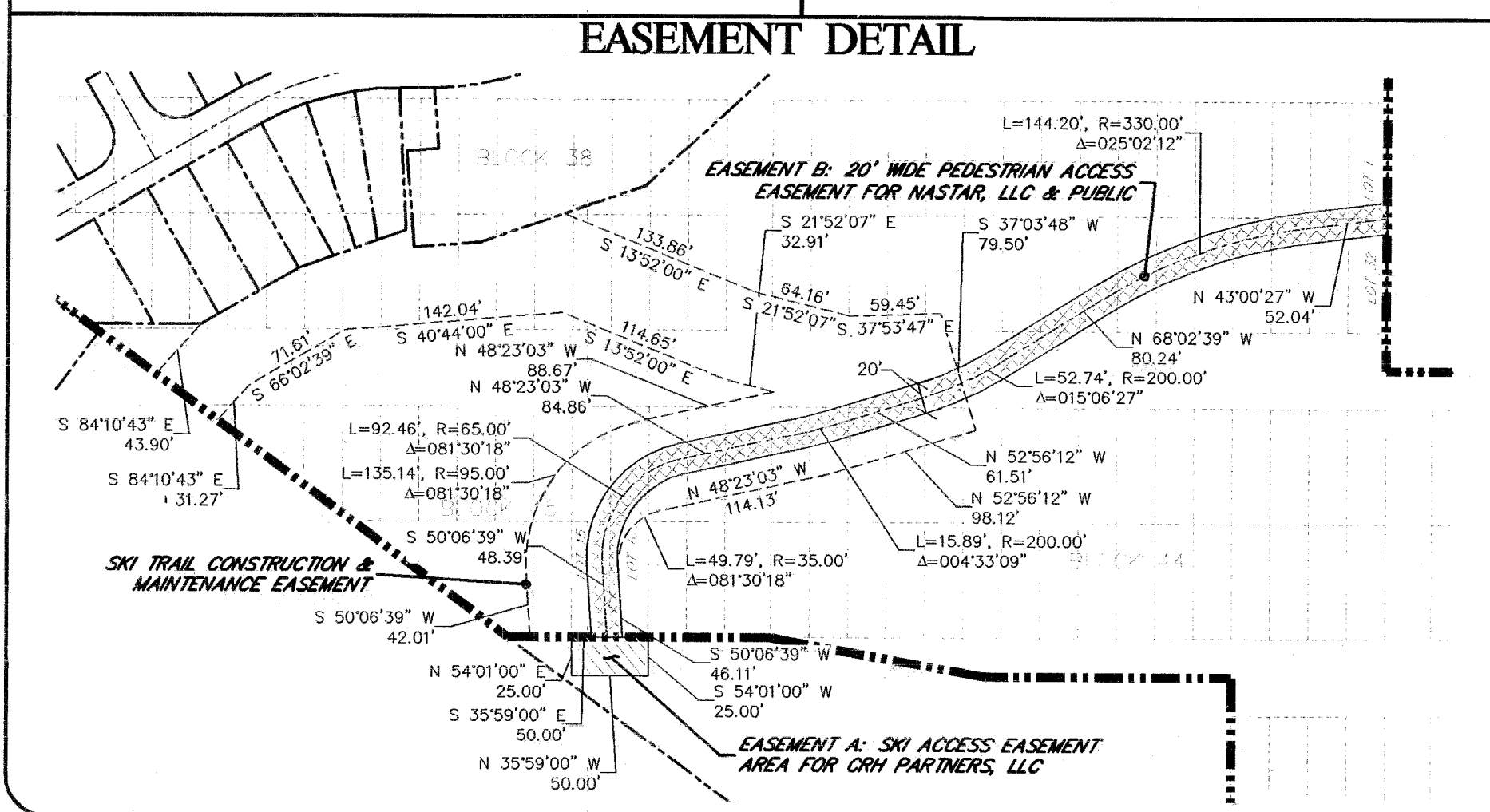
EASEMENT A: SKI ACCESS EASEMENT AREA FOR CRH PARTNERS, LLC
(SEE DETAIL BELOW LEFT)

EASEMENT B: PEDESTRIAN ACCESS EASEMENT FOR NASTAR, LLC & PUBLIC
(SEE DETAIL BELOW LEFT)

OWNERS DEDICATION AND CONSENT TO RECORD
KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS "KING'S CROWN RE-SUBDIVISION", CERTIFY THAT I HAVE CAUSED THIS SURVEY TO BE MADE AND THIS SUBDIVISION PLAT TO BE PREPARED. I DO HEREBY CONSENT TO THE RECORDATION OF THIS SUBDIVISION PLAT.
ALSO, THE OWNER, OR HIS/HER REPRESENTATIVES, HEREBY IRREVOCABLY OFFERS DEDICATION TO THE CITY OF PARK CITY, ALL THE LAND FOR LOCAL GOVERNMENT USES, EASEMENTS SHOWN ON THE PLAT AND CONSTRUCTION DRAWINGS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION. THE OWNER ALSO DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, A NON-EXCLUSIVE EASEMENT OVER THE PRIVATE DRIVE AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT AND TO PROVIDE EMERGENCY SERVICES TO SAID "KING'S CROWN RE-SUBDIVISION".
BY: Rory Murphy
CRH PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY, BY: RORY MURPHY, MANAGER

ACKNOWLEDGMENT
STATE OF UTAH)
COUNTY OF SUMMIT) ss.
I, Gregory R. Wolbach, DAY of March, 2018, PERSONALLY APPEARED BEFORE ME, RORY MURPHY, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE IS THE MANAGER OF CRH PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT SAID DOCUMENT WAS SIGNED BY HIM ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID RORY MURPHY ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.
NOTARY PUBLIC: Shirley Ann Brown MY COMMISSION EXPIRES: 4/8/2019
RESIDING IN SUMMIT COUNTY, UTAH

SIGNING IN A REPRESENTATIVE CAPACITY: AN AUTHORIZED OFFICER, AGENT, PARTNER, TRUSTEE, MEMBER OR OTHER REPRESENTATIVE MAY SIGN ON BEHALF OF THEIR REPRESENTATIVE BUSINESS, BE IT A CORPORATION, PARTNERSHIP, TRUST, LIMITED LIABILITY COMPANY OR OTHER ENTITY PROVIDING THEY HAVE BEEN GIVEN AUTHORITY TO SIGN IN THEIR REPRESENTATIVE CAPACITY.
THE NOTARY MUST REQUIRE THE SIGNER TO PRESENT SATISFACTORY DOCUMENTARY EVIDENCE AND ADMINISTER AN OATH OR AFFIRMATION.



NARRATIVE
1. BASIS OF BEARING: N 35°59'00" W BETWEEN A FOUND BRASS CAP SURVEY MONUMENT AT THE INTERSECTION OF EMPIRE AVENUE AND 11TH STREET AND A FOUND BRASS CAP SURVEY MONUMENT ON THE CENTERLINE OF EMPIRE AVENUE AT AN ANGLE POINT LOCATED NORTH OF 13TH STREET, AS SHOWN HEREON.
2. SURVEY MONUMENTS: FOUND IN PLACE OR PLACED AT ALL EXTERIOR CORNERS OF THE BOUNDARY OF THE PROPERTY, AS SHOWN HEREON.
3. PROPERTY LOCATED WITHIN: SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, PARK CITY, UTAH.
4. ALL LOT AND BLOCK LINES OF BLOCKS 34, 35, 38, 39, 42-45 (INCLUSIVE), 48 AND 49 SHALL BE REMOVED. LOT LINES OF BLOCK 47, LOTS 1-4 SHALL ALSO BE REMOVED.
5. VACATED ROADS (RIGHTS OF WAY) LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY, WERE VACATED BY ORDINANCE M6-418. THESE INCLUDE: 10TH STREET (HALLADAY ST.), 11TH STREET (CRESCENT ST.), 12TH STREET (NELSON ST.), 13TH STREET (CALHOUN ST.), PACIFIC AVENUE, QUAKING ASP AVENUE, PINYON AVENUE AND SUMMIT AVENUE.
6. ROTHWELL ROAD IS A PRIVATE ROAD.
7. SEE SHEET 2 FOR DETAILED INFORMATION ON LOTS 1-31, AS WELL AS ADDITIONAL EASEMENT INFORMATION.
8. UPON RECORDATION OF THIS PLAT, A RECREATION USE EASEMENT IS CREATED OVER ALL OF LOT 32 FOR TRAIL INSTALLATION & MAINTENANCE.
9. DRY UTILITY INFRASTRUCTURE MUST BE LOCATED ON THE PROPERTY AND SHOWN ON THE BUILDING PLANS PRIOR TO BUILDING PERMIT ISSUANCE TO ENSURE THAT UTILITY COMPANIES VERIFY THAT THE AREA PROVIDED FOR THEIR FACILITIES ARE Viable AND THAT EXPOSED METERS AND BOXES CAN BE SCREENED WITH LANDSCAPING.
10. THE PROJECT IS OVER 1.0 ACRES AND WILL BE REQUIRED TO MEET THE REQUIREMENTS OF PARK CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) STORM-WATER PROGRAM.
11. MODIFIED 13-D SPRINKLERS WILL BE REQUIRED FOR NEW CONSTRUCTION BY THE CHIEF BUILDING OFFICIAL AT THE TIME OF REVIEW OF THE BUILDING PERMIT SUBMITTAL AND SHALL BE NOTED ON THE FINAL MYLAR TO RECORDATION.
12. DEVELOPMENT ON EACH SFD LOT IS LIMITED TO ONE (1) SINGLE-FAMILY DWELLING.
13. AT THE TIME OF RESURFACING OF ROTHWELL ROAD, THE MASTER OWNER'S ASSOCIATION SHALL BE RESPONSIBLE TO ADJUST WASTEWATER MAINHOLES TO GRADE ACCORDING TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (SBWRD) STANDARDS. PRIOR NOTIFICATION OF THE ADJUSTMENTS AND INSPECTION BY SBWRD IS REQUIRED.
14. LOTS 11-21 MAY REQUIRE A PRIVATELY OWNED AND OPERATED WASTEWATER EJECTOR PUMP FOR WASTEWATER SERVICE.
15. DUE TO THE PROXIMITY OF WATER SERVICES TO THE WATER TRANSMISSION LINE AND THE RESULTING POTENTIAL FOR ASSOCIATED WATER PRESSURE FLUCTUATIONS, INDIVIDUAL PRESSURE STORAGE TANKS MAY BE REQUIRED FOR BUILDINGS ON EACH LOT.

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
1670 Bonanza Drive * Suite 104
P.O. Box 2861 * Park City * Utah * 84060
Phone: 435.649.4667 * Fax: 435.649.9219
E-mail: office@evergreen-eng.com

CITY ENGINEER
THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS 9th DAY OF May A.D. 2018.
[Signature]
CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 9th DAY OF May A.D. 2018.
BY: [Signature]
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

CITY PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 10th DAY OF JANUARY A.D. 2018.
[Signature]
CHAIRMAN

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS 16th DAY OF May A.D. 2018.
[Signature]
CITY ATTORNEY

COUNCIL APPROVAL & ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY A.D. 2018
[Signature]
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY A.D. 2018
[Signature]
CITY RECORDER

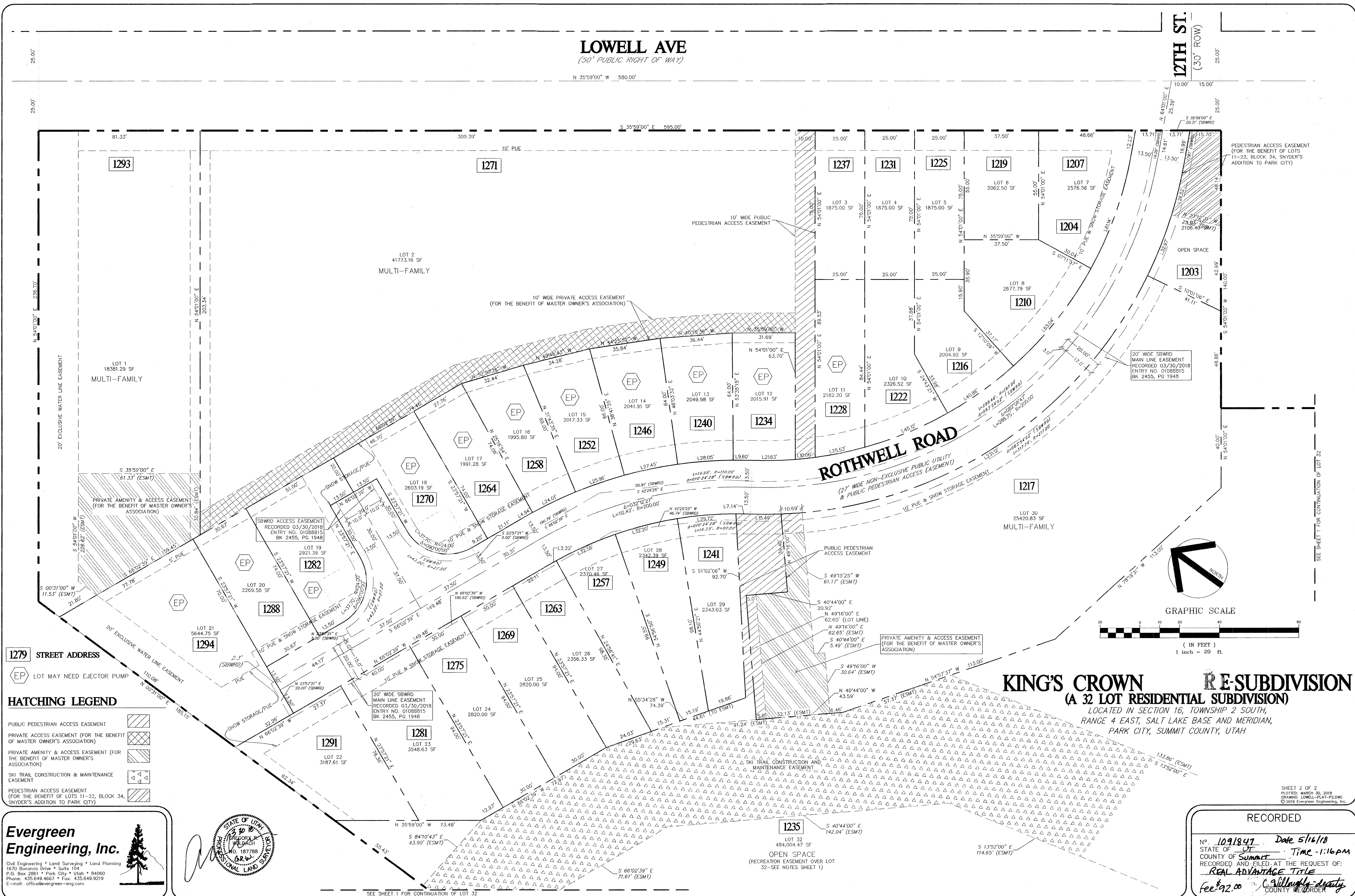
RECORDED
No. 1091847 Date: 5/16/18
STATE OF UT TIME: 1:16 pm
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
REAL ADVANTAGE TITLE
Fee: \$92.00
[Signature]
COUNTY CLERK

LOWELL AVE

(50' PUBLIC RIGHT OF WAY)

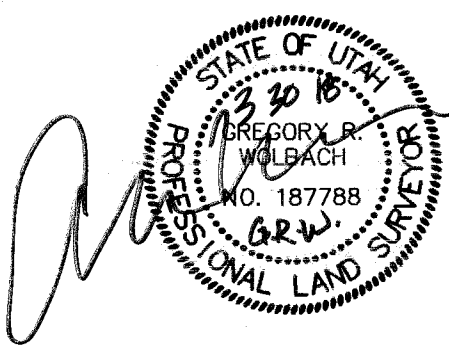
N 35°59'00" W 580.00'

12TH ST.
(30' ROW)



Evergreen Engineering, Inc.

Civil Engineering • Land Surveying • Land Planning
1670 Bonanza Drive • Suite 104
P.O. Box 2861 • Park City • Utah • 84060
Phone: 435.649.4667 • Fax: 435.649.9219
E-mail: office@evergreen-eng.com

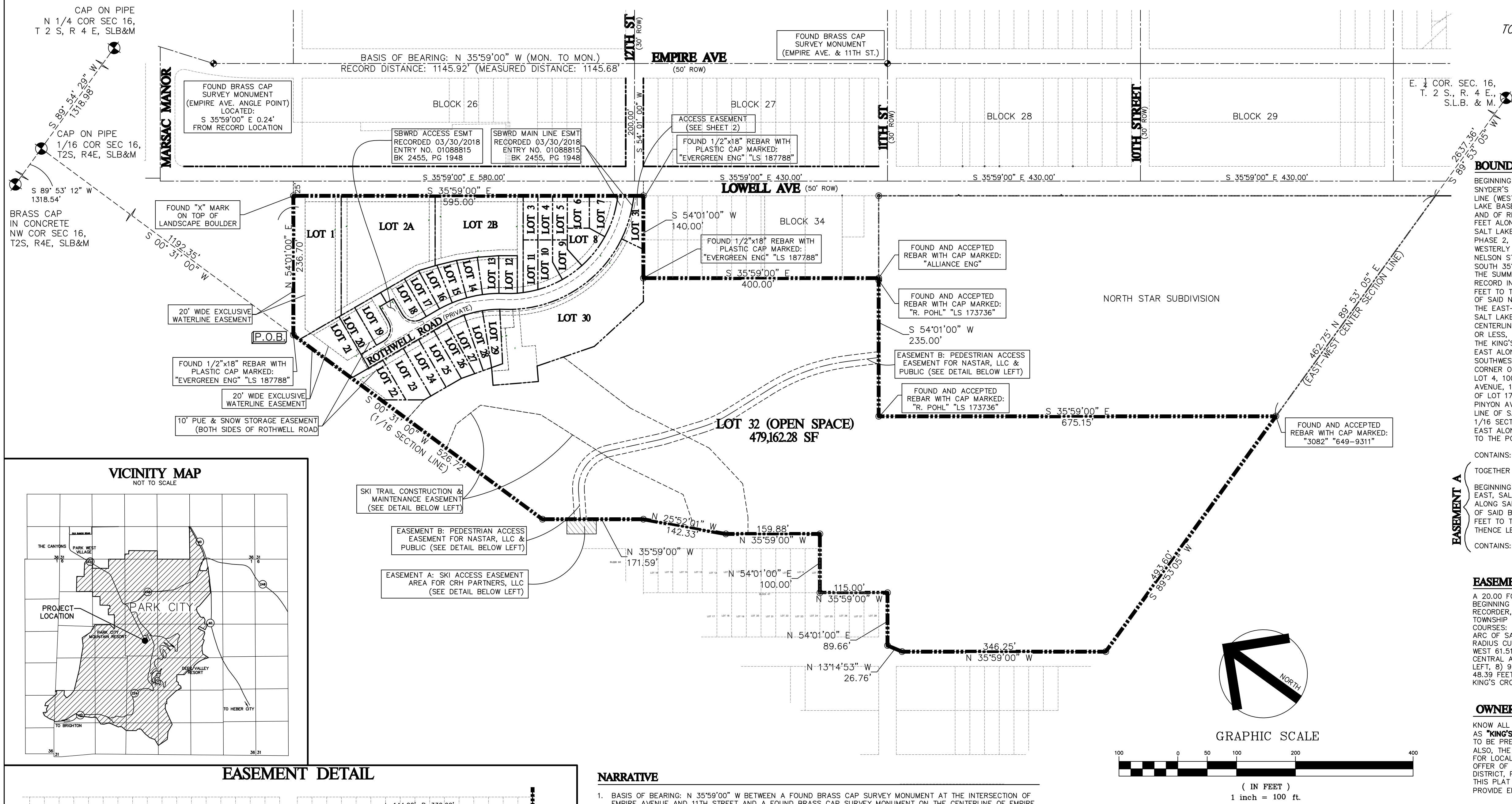


RECORDED

No. 1091847 Date 5/16/18
STATE OF UT Time 1:16PM
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
REAL ADVANTAGE TITLE
Fee \$92.00 COUNTY RECORDER

KING'S CROWN RE-SUBDIVISION FIRST AMENDED (A 33 LOT RESIDENTIAL SUBDIVISION)

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH



BOUNDARY DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED 13TH STREET (A.K.A. CALHOUN STREET) AND THE WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO LYING ON THE SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT OF BEGINNING IS LOCATED SOUTH 00° 31' 00" WEST, 1192.35 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 54°01'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, 236.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE, 595.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VACATED 12TH STREET (A.K.A. NELSON STREET); THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE, SOUTH 54°01'00" WEST, 140.00 FEET; THENCE SOUTH 35°59'00" EAST, 400.00 FEET TO THE SOUTHWEST CORNER OF BARBARA'S SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, 235.00 FEET TO THE NORTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION; THENCE SOUTH 35°59'00" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTHSTAR SUBDIVISION, 675.15 FEET TO THE SOUTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION, SAID POINT ALSO BEING ON THE EAST-WEST CENTER SECTION LINE (SOUTH LINE OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'05" WEST ALONG SAID EAST-WEST CENTER SECTION LINE, 493.60 FEET TO THE CENTERLINE OF VACATED SUMMIT AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF SUMMIT AVENUE, 346.25 FEET, MORE OR LESS, TO THE EASTERLY EDGE OF THE EXISTING KING'S CROWN SKI RUN; THENCE NORTH 13°14'53" WEST ALONG SAID EASTERLY EDGE OF THE KING'S CROWN SKI RUN, 26.76 FEET TO THE CENTERLINE OF VACATED 11TH STREET (A.K.A. CRESCENT STREET); THENCE NORTH 54°01'00" EAST ALONG SAID CENTERLINE OF 11TH STREET, 89.66 FEET; THENCE LEAVING SAID CENTERLINE NORTH 35°59'00" WEST ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 1 THROUGH 4 OF BLOCK 47, SNYDER'S ADDITION TO PARK CITY, 115.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 47, SNYDER'S ADDITION TO PARK CITY; THENCE NORTH 54°01'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, 100.00 FEET TO THE CENTERLINE OF VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF PINYON AVENUE, 159.88 FEET; THENCE LEAVING SAID CENTERLINE NORTH 25°52'01" WEST A DISTANCE OF 142.33 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 44, SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, 171.59 FEET TO THE WEST LINE OF SAID SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SAID SECTION 16; THENCE NORTH 00°31'00" EAST ALONG SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, AND ALONG SAID NORTH-SOUTH 1/16 SECTION LINE, 526.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 653,761 SQUARE FEET (15.0083 ACRES) MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE SKI ACCESS EASEMENT OVER THE FOLLOWING:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 45, SNYDER'S ADDITION TO PARK CITY, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE SOUTH 35°59'00" EAST, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 45, SNYDER'S ADDITION TO PARK CITY; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE SOUTH 54°01'00" WEST, 25.00 FEET TO THE CENTERLINE OF SAID PINYON AVENUE; THENCE ALONG SAID CENTERLINE OF PINYON AVENUE NORTH 35°59'00" WEST, 50.00 FEET; THENCE LEAVING SAID CENTERLINE OF PINYON AVENUE, NORTH 54°01'00" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,250 SQUARE FEET, MORE OR LESS

EASEMENT B: PEDESTRIAN ACCESS EASEMENT FOR NASTAR, LLC & PUBLIC

A 20.00 FOOT WIDE EASEMENT, LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 39, SNYDER'S ADDITION TO PARK CITY, SAID POINT BEING LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG AN EXISTING FOOT PATH THE FOLLOWING NINE (9) COURSES: 1) NORTH 43°02'27" WEST 52.04 FEET TO A POINT ON A 330.00 FOOT RADIUS CURVE TO THE LEFT, 2) 144.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°02'12" TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 3) 52.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'27", 4) NORTH 52°56'12" WEST 61.51 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 5) 15.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°33'09", 6) NORTH 49°23'03" WEST A DISTANCE OF 84.86 FEET TO A POINT ON A 65.00 FOOT RADIUS CURVE TO THE LEFT, 7) 82.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°30'18", 8) SOUTH 50°06'59" WEST A DISTANCE OF 48.39 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE, AND TO THE EASTERLY EDGE OF THE KING'S CROWN SKI RUN.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREINAFTER KNOWN AS "KING'S CROWN RE-SUBDIVISION, FIRST AMENDED", CERTIFY THAT I HAVE CAUSED THIS SURVEY TO BE MADE AND THIS SUBDIVISION PLAT TO BE PREPARED. I DO HEREBY CONSENT TO THE RECORDATION OF THIS SUBDIVISION PLAT. ALSO, THE OWNER, OR HIS/HER REPRESENTATIVES, HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF PARK CITY, ALL THE LAND FOR LOCAL GOVERNMENT USES, EASEMENTS SHOWN ON THE PLAT AND CONSTRUCTION DRAWINGS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION. THE OWNER ALSO DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, A NON-EXCLUSIVE EASEMENT OVER THE PRIVATE DRIVE AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT AND TO PROVIDE EMERGENCY SERVICES TO SAID "KING'S CROWN RE-SUBDIVISION, FIRST AMENDED".

CRH PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY, BY: RORY MURPHY, MANAGER

ACKNOWLEDGMENT

STATE OF UTAH } ss.
COUNTY OF SUMMIT)
ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED BEFORE ME, RORY MURPHY, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE MANAGER OF CRH PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID RORY MURPHY ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY, _____ STATE _____

SIGNING IN A REPRESENTATIVE CAPACITY: AN AUTHORIZED OFFICER, AGENT, PARTNER, TRUSTEE, MEMBER OR OTHER REPRESENTATIVE MAY SIGN ON BEHALF OF THEIR REPRESENTATIVE BUSINESS, BE IT A CORPORATION, PARTNERSHIP, TRUST, LIMITED LIABILITY COMPANY OR OTHER ENTITY PROVIDING THEY HAVE BEEN GIVEN AUTHORITY TO SIGN IN THEIR REPRESENTATIVE CAPACITY.

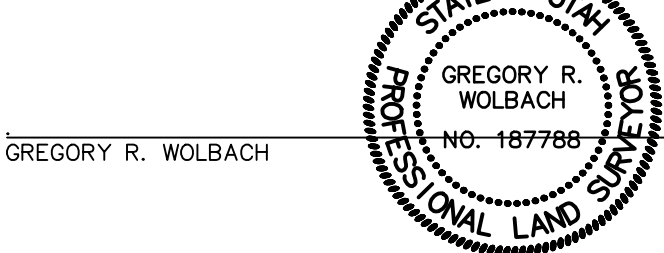
THE NOTARY MUST REQUIRE THE SIGNER TO PRESENT SATISFACTORY DOCUMENTARY EVIDENCE AND ADMINISTER AN OATH OR AFFIRMATION.

NARRATIVE

1. BASIS OF BEARING: N 35°59'00" W BETWEEN A FOUND BRASS CAP SURVEY MONUMENT AT THE INTERSECTION OF EMPIRE AVENUE AND 11TH STREET AND A FOUND BRASS CAP SURVEY MONUMENT ON THE CENTERLINE OF EMPIRE AVENUE AT AN ANGLE POINT LOCATED NORTH OF 13TH STREET, AS SHOWN HEREON.
2. SURVEY MONUMENTS: FOUND IN PLACE OR PLACED AT ALL EXTERIOR CORNERS OF THE BOUNDARY OF THE PROPERTY, AS SHOWN HEREON.
3. PROPERTY LOCATED WITHIN: SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, PARK CITY, UTAH.
4. THIS PLAT REPRESENTS AN AMENDMENT TO KING'S CROWN RE-SUBDIVISION (RECORDED AS ENTRY NO. 01068815).
5. ALL LOT AND BLOCK LINES OF BLOCKS 34, 35, 38, 39, 42-45 (INCLUSIVE), 48 AND 49 SHALL BE REMOVED. LOT LINES OF BLOCK 47, LOTS 1-4 SHALL ALSO BE REMOVED.
6. VACATED ROADS (RIGHTS OF WAY) LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY, WERE VACATED BY ORDINANCE M6-418. THESE INCLUDE: 10TH STREET (HALLADAY ST.), 11TH STREET (CRESCENT ST.), 12TH STREET (NELSON ST.), 13TH STREET (CALHOUN ST.), PACIFIC AVENUE, QUAKING ASP AVENUE, PINYON AVENUE AND SUMMIT AVENUE.
7. ROTHWELL ROAD IS A PRIVATE ROAD.
8. SEE SHEET 2 FOR DETAILED INFORMATION ON LOTS 1-31, AS WELL AS ADDITIONAL EASEMENT INFORMATION.
9. UPON RECORDATION OF THIS PLAT, A RECREATION USE EASEMENT IS CREATED OVER ALL OF LOT 32 FOR TRAIL INSTALLATION & MAINTENANCE.
10. DRY UTILITY INFRASTRUCTURE MUST BE LOCATED ON THE PROPERTY AND SHOWN ON THE BUILDING PLANS PRIOR TO BUILDING PERMIT ISSUANCE TO ENSURE THAT UTILITY COMPANIES VERIFY THAT THE AREA PROVIDED FOR THEIR FACILITIES ARE VIABLE AND THAT EXPOSED METERS AND BOXES CAN BE SCREENED WITH LANDSCAPING.
11. THE PROJECT IS OVER 1.0 ACRES AND WILL BE REQUIRED TO MEET THE REQUIREMENTS OF PARK CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) STORM-WATER PROGRAM.
12. MODIFIED 13-D SPRINKLERS WILL BE REQUIRED FOR NEW CONSTRUCTION BY THE CHIEF BUILDING OFFICIAL AT THE TIME OF REVIEW OF THE BUILDING PERMIT SUBMITTAL AND SHALL BE NOTED ON THE FINAL MYLAR TO RECORDATION.
13. DEVELOPMENT ON EACH SFD LOT IS LIMITED TO ONE (1) SINGLE-FAMILY DWELLING.
14. AT THE TIME OF RESURFACING OF ROTHWELL ROAD, THE MASTER OWNER'S ASSOCIATION SHALL BE RESPONSIBLE TO ADJUST WASTEWATER MANHOLES TO GRADE ACCORDING TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (SBWRD) STANDARDS. PRIOR NOTIFICATION OF THE ADJUSTMENTS AND INSPECTION BY SBWRD IS REQUIRED.
15. LOTS 11-21 MAY REQUIRE A PRIVATELY OWNED AND OPERATED WASTEWATER EJECTOR PUMP FOR WASTEWATER SERVICE.
16. DUE TO THE PROXIMITY OF WATER SERVICES TO THE WATER TRANSMISSION LINE AND THE RESULTING POTENTIAL FOR ASSOCIATED WATER PRESSURE FLUCTUATIONS, INDIVIDUAL PRESSURE SURGE TANKS MAY BE REQUIRED FOR BUILDINGS ON EACH LOT.

SURVEYORS CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY. I FURTHER CERTIFY THAT THIS SUBDIVISION PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.



GREGORY R. WOLBACH _____ DATE: _____

Evergreen Engineering, Inc.

Civil Engineering • Land Surveying • Land Planning
1670 Bonanza Drive • Suite 104
P.O. Box 2861 • Park City • Utah • 84060
Phone: 435.649.4667 • Fax: 435.649.9219
E-mail: office@evergreen-eng.com



CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____ A.D. 2019.

CITY ENGINEER _____

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ A.D. 2019.

BY: _____

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ 10TH DAY OF _____ JANUARY _____ A.D. 2019.

CHAIRMAN _____

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 2019.

CITY ATTORNEY _____

COUNCIL APPROVAL & ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2019

MAYOR _____

CERTIFICATE OF ATTEST

I CERTIFY THIS WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2019

CITY RECORDER _____

RECORDED

Nº. _____

STATE OF _____

COUNTY OF _____

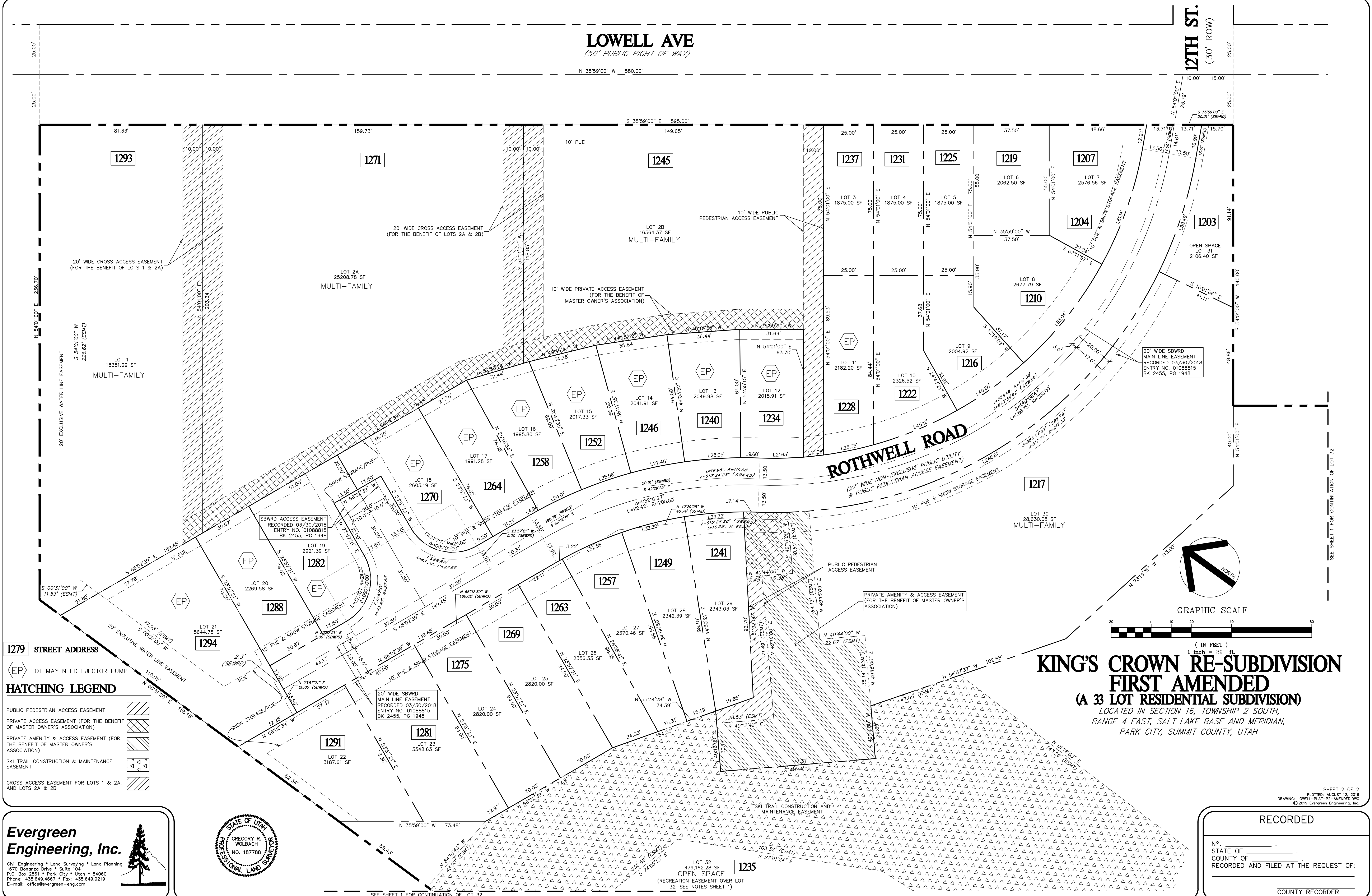
RECORDED AND FILED AT THE REQUEST OF: _____

COUNTY RECORDER _____

LOWELL AVE
(50' PUBLIC RIGHT OF WAY)

N 35°59'00" W 580.00'

12TH ST.
(30' ROW)



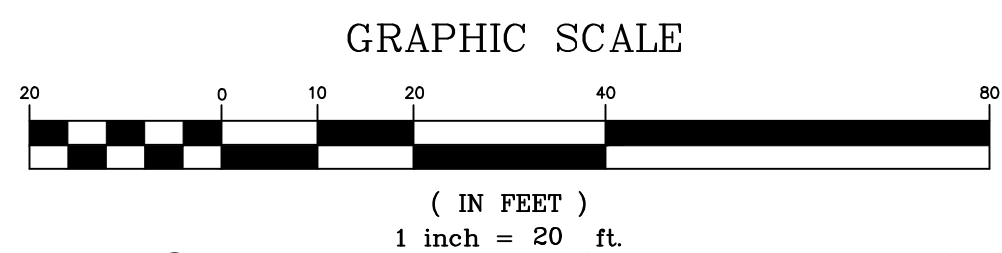
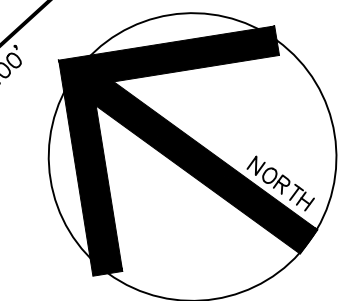
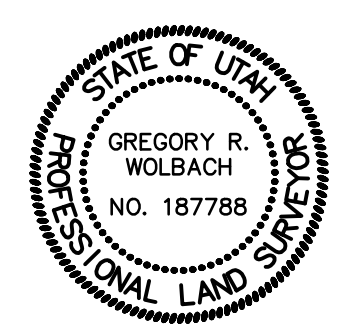
1279 STREET ADDRESS

LOT MAY NEED EJECTOR PUMP

HATCHING LEGEND

- PUBLIC PEDESTRIAN ACCESS EASEMENT
- PRIVATE ACCESS EASEMENT (FOR THE BENEFIT OF MASTER OWNER'S ASSOCIATION)
- PRIVATE AMENITY & ACCESS EASEMENT (FOR THE BENEFIT OF MASTER OWNER'S ASSOCIATION)
- SKI TRAIL CONSTRUCTION & MAINTENANCE EASEMENT
- CROSS ACCESS EASEMENT FOR LOTS 1 & 2A, AND LOTS 2A & 2B

Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
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**KING'S CROWN RE-SUBDIVISION
FIRST AMENDED**
(A 33 LOT RESIDENTIAL SUBDIVISION)

LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 2 OF 2
PLOTTED: AUGUST 12, 2019
DRAWING: LOWELL-PLAT-P2-AMENDED.DWG
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RECORDED

Nº. _____
STATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF: _____

COUNTY RECORDER

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Luke Cartin

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve the Renewable Energy Service Contract with Rocky Mountain Power in a Form

Approved by the City Attorney

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Renewable Energy Service Contract Staff Report](#)

[Exhibit A: PacifiCorp Public Entity Renewable Energy Service Contract](#)

City Council Staff Report



Subject: Renewable Energy Service Contract
Author: Luke Cartin
Department: Sustainability
Date: November 21, 2019

Summary Recommendation

Approve the proposed Renewable Energy Service Contract with Rocky Mountain Power, in a form approved by the city attorney.

Executive Summary

Park City has a commitment to utilize 100% renewable electricity by 2022 for city operations and 2030 for community-wide consumption. In order to meet the 2022 city operations goal, staff has negotiated a Renewable Energy Service Contract with Rocky Mountain Power that will provide 15-years of renewable electricity (with options to extend), utilizing a new solar facility coming online in 2022.

Background

- On September 22, 2016, City Council passed Resolution 23-2016 to set 100% renewable electricity goals by 2022 for municipal operations.
- On February 23, 2017, Park City and Rocky Mountain Power entered into a Joint Clean Energy Cooperative Statement to work together to source 100% renewable electricity for City operations and community-wide.
- On November 8, 2017, City Council approved the Engineering and Professional Services Agreement with Rocky Mountain Power to pursue a renewable energy facility, model City electricity needs, complete regulatory filings, and sign a power purchase agreement with a renewable developer.

Discussion

Park City Municipal Corporation needs electricity to power streetlights, facilities, pumps, and even buses. To meet City Council's goal of 100% renewable electricity for city operations by 2022, rooftop solar alone cannot not meet our needs. City Council approved the Engineering and Professional Services Agreement (EPSA) with Rocky Mountain Power two years ago to pursue a large Utah-based renewable facility.

Since then, Park City has been able to magnify its sustainability efforts through collaboration. Staff looked at partnering with other large energy users to jointly pursue this project. Salt Lake City Government, Summit County Government, Park City Mountain, Deer Valley Resort, and Utah Valley University jointly agreed to join together to investigate a Utah-based renewable facility.

EPSA Process:

Procurement for multi-party existing electricity load for was new in Utah. The proposed RFP had to receive regulatory approval ([2019R Utah RFP](#) was issued on March 18, 2019). Over 100 bids were received, reviewed, and ranked. Bids are confidential, and therefore pricing, location, or any other attributes cannot be discussed. The joint bidders agreed on the project, and filings have been made to conclude the EPSA.

Next steps:

There are concurrent processes that are taking place in order to bring the selected solar farm online, balance each participant's electricity load with the new resource's output, and pay for other utility services (billing, system upkeep, etc.).

Renewable Energy Service Contract:

Each customer must enter into a Renewable Energy Service Contract (RESC). The RESC directs Rocky Mountain Power to enter into a power purchase agreement with the developer and pay the utility to balance their accounts (a cost of \$6,000 per year). It must be signed before the end of the regulatory process for this filing.

Power Purchase Agreement:

The solar developer and Rocky Mountain Power enter into a 15 year agreement with two additional 5-year options. This Power Purchase Agreement (PPA) will come online at the completion of construction (late 2022).

Regulatory Process:

The PPA and the RESC cannot individually move ahead, and must be approved by the Utah Public Service Commission. The Commission will make sure that the customers are paying for their costs, and the impacts and benefits of the new resource are properly accounted for. The filing, made October 16, 2019, began the regulatory approval process. [Docket 19-035-39](#) was opened and a timetable was set. The state regulators will review the entire process including bids received, cost calculations, and system impacts. They will then file their testimony and findings. Other parties could intervene in the process by December 27, 2019. A hearing will be held on January 13, 2020, to determine the final pricing impacts and determine if the RESC and PPA are in the public interest to proceed.

Pricing and Risk:

The final cost will be determined by the Public Service Commission. Park City Municipal annually spends over \$2 million for electricity. Financial impact of the RESC is expected to be less than \$22,000 annually. This includes the \$6,000 cost of annual balancing Park City Municipal's annual electricity use with renewable production.

There is a risk to Park City if it signs the RESC. The account balancing fee (\$6,000/year), the cost of electricity, and any other associated network upgrades or unforeseen costs could be changed by the Public Service Commission. This risk could result in an annual increase of cost of approximately \$35,000, however Rocky Mountain Power and Park City have taken many steps to reduce the possibility of this risk. Additionally, Park City enlisted outside counsel to advise and participate in the filing.

Staff will work with Legal and our external counsel to update City Council of any critical updates, unexpected costs, or unforeseen impacts throughout the regulatory proceeding.

Options for City Council to Consider

Option 1: Council approves the Renewable Energy Service Contract with Rocky Mountain Power in a form approved by the city attorney (staff recommended)

Pro: Park City will participate with Salt Lake City Government, Summit County Government, Park City Mountain, Deer Valley Resort, and Utah Valley University to procure solar electricity through Rocky Mountain Power.

Con: there is a potential cost risk

Option 2: Do not approve the contract.

Pro: No risk in regulatory process.

- a. Keep all options on the table on how to achieve the renewable energy goals including proposing new enabling legislation or regulatory changes.

Con: meeting the 2022 100% renewable goal will become unlikely.

Department Review

Sustainability, Legal and Executive

Attachment

Renewable Energy Service Contract

RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34)

between

ROCKY MOUNTAIN POWER

and

PARK CITY MUNICIPAL CORPORATION

RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34)

This RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34) (this “Agreement”), effective this _____ day of _____, 2019, is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the “Company”), and Park City, Utah, a Utah Municipal Corporation (“Customer”), each sometimes referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Customer, an existing electric customer of Company, seeks to increase the renewable energy content of its existing energy supply to meet its sustainability goals within Company’s service territory;

WHEREAS, Company is a public electric utility that provides electric power and energy to retail electric customers throughout its certificated service territory in accordance with regulatory governance by the Public Service Commission of Utah;

WHEREAS, the Parties desire to enter into this Agreement for renewable energy in accordance with the provisions of Utah Code § 54-17-806 and Schedule 34.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Customer and Company hereby agree to the following terms and conditions:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

“Actual Output” means the actual amount of Energy in kWh produced by all Customer Renewable Resources and delivered to Customer during any relevant measurement period.

"Adequate Assurances of Performance" has the meaning set forth in Section 6.5.

“Affiliate” means an entity that is controlled by, under common control with, or has the ability to exercise control over, a Party.

“Agreement” means this Renewable Energy Service Contract and any renewals hereof and any appendix, exhibit or amendment hereto.

“Annual True-Up” means a dollar amount used to reconcile actual and projected costs and usage for all Customer Renewable Resources for a True-Up Period, as determined by Company

within thirty (30) days of each True-Up Date and calculated in accordance with the following formula:

$((a) - (b)) + (c) + (d)$, where:

- (a) = Net Renewable Supply Charge (\$) x Actual Output (kWh);
- (b) = Renewable Supply Rate (\$) x Consumed Energy (kWh);
- (c) = True-Up Balance (\$); and
- (d) = Excess Renewable Supply Adjustment (\$), if any.

“Applicable Electric Service Schedule” with respect to each Enrolled Meter means the Company’s Utah electric service schedule pursuant to which Firm Power and Energy is as of the Effective Date, or would in the absence of this Agreement, be delivered by Company to such Enrolled Meter.

“Applicable EBA Surcharge” means a dollar amount determined by Company for all Enrolled Meters and applied to each Enrolled Meter each Billing Period and calculated in accordance with the following formula:

$(a) \times (b) \times (c)$, where:

- (a) = Power Charge (\$) and Energy Charge (\$) of, and as defined by, the Applicable Electric Service Schedule;
- (b) = The EBA Surcharge (%); and
- (c) = One-hundred percent (100%) - Renewable Percentage (%).

“Billing Period” means the period of approximately thirty (30) days intervening between regular successive meter readings.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time.

“Commission” means the Public Service Commission of Utah.

“Company” has the meaning set forth in the Preamble.

“Confidential Information” means, subject to 20.3, any and all non-public, proprietary written information, data, analyses, documents, and materials furnished or made available by a Party or its Representatives to the other Party or its Representatives in connection with this Agreement, and any and all analyses, compilations, studies, documents, or other material prepared by the receiving Party or its Representatives to the extent containing such information, data, analyses, documents, and materials. Confidential Information shall not include any information that: (a) is already in the public domain or which becomes public knowledge absent any violation of the terms of this Agreement; (b) was already in the possession of a Party prior to disclosure by the other Party; (c) a Party obtains from another Person which such Party reasonably believes was

not under an obligation of confidentiality; (d) is or becomes generally available to, or is independently known to or has been or is developed by, any Party or any of its Representatives other than materially as a result of any disclosure of proprietary information by the disclosing Party to the receiving Party; or (e) information independently developed by either Party, without reliance on the Confidential Information.

“Consumed Energy” means the total amount of Energy in kWh actually consumed by Customer at all Enrolled Meters during any relevant period.

“Contract Value” has the meaning set forth in Exhibit F.

“Cost of Renewable Supply” has the meaning set forth in Section 4.6.

“Customer” has the meaning set forth in the Preamble.

“Customer Load Estimate” means a kWh amount representing a reasonable estimate of projected Consumed Energy to be used at all Enrolled Meters during the next True-Up Period which, shall be based on the Consumed Energy at all Enrolled Meters during the most recent True-Up Period, plus reasonably projected usage for the next True-Up Period at any Retail Points of Delivery added as new Enrolled Meters, minus actual usage at any Retail Points of Delivery removed from Enrolled Meters, or otherwise as agreed to by the Parties.

“Customer Renewable Resource” means all or the percentage as specified in a Renewable Resource Appendix of the Energy and Green Tags produced or created by one or more renewable resource Facilities identified by or on behalf of the Customer to provide electric power and energy for use by Customer consistent with Utah Code § 54-17-806 and Schedule 34. A Customer Renewable Resource may be Company- or Customer-owned, procured through a contract between the Company and a third party, or procured through a separate contract between the Company and the Customer.

“Delivery Schedule” is a schedule provided by Customer pursuant to Section 3.4 specifying the Enrolled Meters, which shall be substantially in the same form as Exhibit A.

“Early Termination Payment” has the meaning set forth in Exhibit F.

“EBA Surcharge” means the Energy Balancing Account surcharge or surcredit percentage as specified in the Company’s Utah electric service schedule 94 or a successor schedule.

“Effective Date” means the date on which the Agreement has been executed by both parties, and, to the extent not granted prior to execution, all required Commission approvals have been granted.

“Electric Service Regulations” means Company’s currently effective and applicable electric service regulations, on file with and approved by the Commission, as they may be amended or superseded from time to time with the approval of the Commission. To the extent of any inconsistency between this Agreement and the Electric Service Regulations, the terms of this Agreement shall prevail.

“Electric Service Requirements” means Company’s currently effective and applicable electric service requirements, as of the Effective Date, specified at <https://www.rockymountainpower.net/working-with-us/builders-contractors/electric-service-requirements.html>. The Electric Service Requirements may be reasonably amended from time to time by Company.

“Electric Service Schedules and Regulations” means Company’s currently effective and applicable electric service schedules and regulations, as of the Effective Date, specified at <https://www.rockymountainpower.net/about/rates-regulation/utah-rates-tariffs.html>. The Electric Service Schedules and Regulations may be amended from time to time by the Company with the approval of the Commission.

“Energy” means electric energy expressed in kWh.

“Enrolled Meters” means the Retail Points of Delivery to which Renewable Supply is to be delivered by Company under this Agreement, as specified by Customer in the Delivery Schedule then in effect.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever titled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water and attributable to the generation from a renewable energy generating unit, and its avoided emission of pollutants. Environmental Attributes include but are not limited to: (a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or any governmental authority to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes from the generating unit; (ii) production tax credits associated with the construction or operation of the generating unit and other financial incentives in the form of credits, reductions, or allowances associated with the generating unit that are applicable to a state, provincial, or federal income taxation obligation; or (iii) fuel-related subsidies or “tipping fees” that may be paid to the seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits.

“Estimated Output” means an amount in kWh representing the total projected Energy to be produced by all Customer Renewable Resources during the next True-Up Period which, unless Company has or Customer provides information demonstrating otherwise, shall be based on the energy projections, including effects of any degradation factor, for Customer Renewable Resources as specified in Facility Contracts, or otherwise as agreed to by the Parties.

“Excess Renewable Energy” means an amount representing Renewable Supply in kWh not utilized by Customer over the course of a True-Up Period, as determined by Company for the

True-Up Period associated with each Annual True-Up and calculated in accordance with the following formula:

(a) – (b), but not less than zero, where:

(a) = Actual Output; and

(b) = Consumed Energy.

“Excess Renewable Supply Adjustment” means a dollar amount to be recovered from Customer in the upcoming True-Up Period for Excess Renewable Supply in the prior True-Up Period, determined by Company for the True-Up Period associated with each Annual True-Up and calculated in accordance with the following formula:

(a) x ((b) - (c)), but not less than zero, where:

(a) = Excess Renewable Energy (kWh);

(b) = Total Cost of Renewable Supply (\$/kWh); and

(c) = Schedule 37 Avoided Cost (\$/kWh), adjusted for losses to the extent a loss adjustment is deemed appropriate by the Commission.

“Facility” means all power generating equipment and all associated devices, appurtenances and equipment owned, controlled, operated or managed by the Facility Owner in connection with, or to facilitate, the production, generation, transmission, delivery, or furnishing of Renewable Supply from a Customer Renewable Resource.

“Facility Contract” means an agreement entered into by Company to acquire Renewable Supply from a Facility for a Customer Renewable Resource.

“Facility Owner” means the developer, owner and operator of a Facility, and all employees, officers, members and agents of any of the same.

“Firm Power and Energy” means Power expressed in kW and associated Energy expressed in kWh intended to have assured availability, as provided in Electric Service Regulation No. 4, entitled “Continuity of Service,” to meet any agreed-upon portion of Customer’s load.

“Force Majeure” has the meaning set forth in Article XI.

"Green Tags" means (a) all Environmental Attributes associated with a Customer Renewable Resource, together with (b) all Green Tag Reporting Rights associated with such Energy and Environmental Attributes, however commercially transferred or traded under any or other product names, such as RECs, "Green-e Certified," or otherwise. One Green Tag represents the Environmental Attributes made available by the generation of one MWh of energy from the Facility.

“Green Tag Price Component” means the value of any Green Tags as set forth in a Facility Contract, which shall be reflected in a Renewable Resource Appendix and shall the Customer’s

damages associated with Green Tags if the Facility Owner fails to deliver any Green Tags to Company under the relevant Facility Contract.

“Green Tag Reporting Rights” means the exclusive right of the Customer as the purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, or to federal or state agencies, or other parties, at Customer’s discretion, including under any present or future domestic, international, foreign emissions trading program or renewable portfolio standard. For the avoidance of doubt, any claims or communications by Company that would be a violation of the applicable rules, laws or regulations adopted by WREGIS or a governmental authority with jurisdiction over Company, including the Federal Trade Commission’s “Green Guides” (*See*, 16 Code of Federal Regulations § 260.15) and related guidance, as the same may change from time to time, related to the Green Tags sold to Customer hereunder will be infringements of Customer’s exclusive Green Tag Reporting Rights.

“Guaranty” means a guaranty in a form substantially similar to the attached Exhibit B, or otherwise acceptable to Company.

“kW” means kilowatt.

“kWh” means kilowatt hour.

“Letter of Credit” means an irrevocable standby letter of credit in a form substantially in the same form as the attached Exhibit C, or that is otherwise acceptable to Company, naming Company as the party entitled to demand payment and present draw requests thereunder and that is issued by a Qualifying Institution, and that shall remain in effect for at least ninety (90) days after the end of the Term.

“Losses” means the then current Utah loss factor calculated as the five year average of annual line losses in Utah. As of the Effective Date the loss factor is the average of annual loss percentages for 2014 through 2018, which is 5.71%.

“Moody’s” means Moody’s Investors Services, Inc.

“MW” means megawatt.

“MWh” means megawatt hour.

“Net Renewable Supply Charge” means an amount in \$/kWh representing the incremental cost to Company of Customer Renewable Resources, calculated for each Customer Renewable Resource and specified in a Renewable Resource Appendix in accordance with the following formula:

(a) – (b), where:

(a) = Cost of Renewable Supply (\$/kWh); and

(b) = Resource Avoided Cost (\$/kWh);

Provided that the Net Renewable Supply Charge may not be less than zero (0), unless otherwise approved by the Commission.

“New Resource True-Up” means a dollar amount used to reconcile actual and projected costs and usage for all Customer Renewable Resources for the True-Up Period associated with the addition of each new Customer Renewable Resource, determined by Company as of each New Resource True-Up Date and calculated in accordance with the following formula:

((a) – (b)) + (c), where:

(a) = Net Renewable Supply Charge (\$) x Actual Output (kWh);

(b) = Renewable Supply Rate (\$) x Consumed Energy (kWh); and

(c) = True-Up Balance (\$), if any.

For the avoidance of doubt, a New Resource True-Up will not include an Excess Renewable Supply Adjustment.

“New Resource True-Up Date” means a date at the end of a Billing Period as close as practicable to the date on which Renewable Supply from a new Customer Renewable Resource is first expected to be available for sale to Company and delivery to Customer.

“Normal Tariff Rate” means the monthly customer service charge, facilities charge, power charge, energy charge, voltage discount, and power factor adjustment, as applicable, as specified in the Applicable Electric Service Schedule for each of Customer’s Enrolled Meters, but not the EBA Surcharge or the Other Schedule 80 Surcharges.

“Other Schedule 80 Surcharges” means the surcharges or surcredits summarized in Company’s Utah electric service schedule 80, or a successor schedule as approved by the Commission and in effect from time to time, other than the EBA Surcharge.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Person” means any individual, corporation, company, voluntary association, partnership, incorporated organization, trust, limited liability company, or any other entity or organization, including any governmental authority.

“Power” means electric power expressed in kilowatts.

“Power Factor” means the percentage determined by dividing Customer’s average kilowatt-hours (real power) by Customer’s average kilovolt-ampere hours (apparent power) in any given month.

“Power Quality Standards” means Company’s currently effective and applicable power quality standards contained in the Company’s Engineering Handbook as specified at

<https://www.rockymountainpower.net/con/pqs.html>. The Power Quality Standards may be amended from time to time by Company.

“Proceeds” has the meaning set forth in Exhibit F.

“Qualifying Institution” means a United States commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof having assets of at least \$10,000,000,000 (net of reserves) and a credit rating on its long-term senior unsecured debt of at least “A” from S&P and “A2” from Moody's.

“Qualified Entity” means an entity with a senior, unsecured long term debt rating (or corporate rating if such debt rating is unavailable) of (a) BBB+ or greater from S&P, or (b) Baa1 or greater from Moody's; provided that if (a) or (b) is not available, an equivalent rating as determined by Company through an internal process review and utilizing a proprietary credit scoring model developed in conjunction with a third party.

“Records” has the meaning set forth in Article XIII.

“Renewable Energy Certificate” or “REC” means a document evidencing all Environmental Attributes and Green Tags from one megawatt-hour of electricity generation from a renewable energy generating unit registered with WREGIS or a certificate imported from a compatible registry and tracking system and converted to a WREGIS certificate.

“Renewable Percentage” means a percentage representing the amount of Consumed Energy provided by Customer Renewable Resources to all Enrolled Meters for each True-Up Period, determined by Company with each Annual True-Up and calculated in accordance with the following formula:

(a) ÷ (b), where:

(a) = Actual Output (kWh); and

(b) = Consumed Energy (kWh).

Provided, that the Renewable Percentage for the first True-Up Period beginning when Renewable Supply from any Customer Renewable Resource is sold to Company for delivery to Customer hereunder shall be specified in the Renewable Resource Appendix for such Customer Renewable Resource.

“Renewable Resource Appendix” means an agreement between Company and Customer to be attached as an Appendix hereto to specify the terms and conditions applicable to acquiring a Customer Renewable Resource on behalf of the Customer, substantially in the form of Exhibit D.

“Renewable Supply” means all Energy and Green Tags produced or created by each Customer Renewable Resource pursuant to each Facility Contract.

“Renewable Supply Rate” means a \$/kWh adjustment to be applied to all Consumed Energy during the next True-Up Period to reconcile actual and projected costs and usage for all Customer Renewable Resources for the prior True-Up Period, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

$$((a^{n1}) \times (b^{n1})) + ((a^{n2}) \times (b^{n2})) + ((a^{n3}) \times (b^{n3})) \dots = \text{“Total Estimated Cost”}$$

(Total Estimated Cost) ÷ (c), where:

(a^{n+x}) = Net Renewable Supply Charge (\$/kWh) for each successive Customer Renewable Resource

(b^{n+x}) = Estimated Output (kWh) for each successive Customer Renewable Resource;
and

(c) = Customer Load Estimate (kWh).

“Representatives” has the meaning set forth at Section 15.3.

“Resource Avoided Cost” means an amount in \$/kWh based on the Company’s Utah Electric Service Schedule 38 applicable as of the date of determination equivalent to the levelized avoided cost purchase price that would be payable to the owner of a Qualifying Facility (as defined in such Schedule 38) with a size, location and fuel source comparable to that of the relevant Customer Renewable Resource (e.g., tracking solar, wind).

“Retail Point of Delivery” means a point at which Firm Power and Energy is delivered by Company to Customer. Customer’s Retail Points of Delivery may be changed from time to time with the consent of both Parties.

“S&P” means Standard & Poor's Rating Group (a division of S&P Global, Inc.).

“Schedule 34 means Company’s Utah electric service schedule 34, or a successor schedule, as approved by the Commission and in effect from time to time.

“Schedule 37 Avoided Cost” means an amount in \$/kWh based on the Company’s Utah electric service schedule 37, applicable as of the date of determination, equivalent to the avoided cost purchase price that would be payable to the owner of a Qualifying Facility (as defined in such schedule 37) with a fuel source comparable to that of the relevant Customer Renewable Resource (e.g., tracking solar, wind).

“Term” of this Agreement has the meaning set forth in Section 2.1.

“Total Cost of Renewable Supply” means a dollar amount representing the output-weighted average Cost of Renewable Supply for all Customer Renewable Resources over any relevant period.

“Transfer Value” has the meaning set forth in Exhibit F.

“True-Up Balance” means a dollar amount to be worked off during subsequent True-Up Periods to reconcile actual and projected costs and usage for all Customer Renewable Resources for the prior True-Up Period, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

(a) – ((b) x (c)), where

(a) = New Resource True-Up (\$) or Annual True-Up (\$), as relevant, for the most recent True-Up Period;

(b) = True-Up Rate (\$/kWh); and

(c) = Consumed Energy (kWh).

“True-Up Rate” means a \$/kWh adjustment to be applied to all Consumed Energy during the next True-Up Period to work off the Annual True-Up or New Resource True-Up, as applicable, for prior True-Up Periods, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

(a) ÷ (b), where:

(a) = New Resource True-Up (\$) or Annual True-Up (\$), as applicable; and

(b) = Customer Load Estimate (kWh).

“True-Up Date” means every April 1 during the Term.

“True-Up Period” means a period of up to 12 consecutive Billing Periods beginning on the day that Renewable Supply is first sold to Company for delivery to Customer hereunder for the first True-Up Period, and on the day after the end of the most recent True-Up Period thereafter, and ending on the True-Up Date or the New Resource True-Up Date, as applicable.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking and reporting system.

Section 1.2 Interpretation. Unless the context plainly indicates otherwise, words importing the singular number shall be deemed to include the plural number and the masculine includes the feminine and neuter (and vice versa); terms such as “hereof”, “herein”, “hereunder” and other similar compounds of the word “here” mean and refer to the entire Agreement rather than any particular part of the same. The words “includes” and “including” shall be deemed to mean “including, without limitation” or the correlative meaning. All references to any agreement, laws, rules and regulations are references to such agreement, laws, rules or regulations as amended, supplemented or modified from time to time in accordance with its terms or applicable law. All references to a particular entity shall include a reference to such entity’s successors and permitted assigns. The headings of divisions, items or other parts of this Agreement are for convenience of reference only and do not define, limit, construe or otherwise affect the contents thereof. Certain other definitions, as required, appear in the following parts of this Agreement.

ARTICLE II

TERM; CONDITIONS PRECEDENT

Section 2.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue for so long as the Company has a financial obligation arising from a Customer Renewable Resource acquired for Customer under this Agreement pursuant to a Facility Contract (“Term”). Provided, however, that the Parties may extend the Term by mutual written agreement, as approved by the Commission.

Section 2.2 Conditions Precedent. Approval of the terms and conditions contained in this Agreement by the Commission is a condition precedent to either Party’s obligation to perform under this Agreement.

ARTICLE III SERVICE TO BE FURNISHED

Section 3.1 Scope of Service. Subject to the terms and conditions set forth below, and at the rates and charges provided below, Company agrees to supply to Customer and Customer agrees to accept and pay for, Firm Power and Energy, including Renewable Supply, at each Enrolled Meter in amounts required by Customer, as more specifically provided herein and as specified in a Renewable Resource Appendix. Customer shall execute a Renewable Resource Appendix in connection with the Company’s execution of a definitive agreement for each Customer Renewable Resource. Customer may, from time to time, request that the Company procure a Customer Renewable Resource to be incorporated into the provision of service by the Company to the Customer under the terms set forth herein.

Section 3.2 Delivery of Renewable Supply. Company shall acquire Renewable Supply from each Customer Renewable Resource under the terms and conditions specified herein and in the applicable Facility Contract, and shall sell and deliver the same to Customer as specified herein and in the then-current Delivery Schedule to the Enrolled Meters.

Section 3.3 Commencement of Deliveries. The Company shall make initial deliveries of Renewable Supply to Customer as soon as Company begins receiving Renewable Supply from a Customer Renewable Resource under a Facility Contract.

Section 3.4 Enrolled Meter List. At least three (3) months prior to the initial date on which Renewable Supply from any Customer Renewable Resource is expected to be available for sale to Company for delivery to Customer hereunder, Customer shall provide Company with a list of all of the Enrolled Meters that will receive Renewable Supply (“Enrolled Meter List”) in a form generally consistent with Exhibit C. Thereafter, Customer may amend the Enrolled Meter List in the 30 days up to and including each True-Up Date by delivering to Company a revised Enrolled Meter List, and such revised Enrolled Meter List will be used to calculate the Excess Renewable Supply Adjustment for the True-Up Period ending on that True-Up Date.

Section 3.5 No Resale of Power. Customer shall not resell any Power and Energy delivered under this Agreement to any other Person; provided that use of electric power or energy by a tenant pursuant to the terms of Electrical Service Regulation No. 4, shall not constitute a resale of power hereunder. Aggregation of multiple metered delivery locations by Customer shall not be considered the resale of energy under this Agreement.

ARTICLE IV PROCUREMENT OF CUSTOMER RENEWABLE RESOURCE

Section 4.1 Customer Procurement Request. Customer may, from time to time, direct that the Company procure a Customer Renewable Resource on its behalf by giving written notice to Company. Customer may also identify a Customer Renewable Resource to supply renewable energy to the Customer, but the identified Customer Renewable Resource must contract directly with the Company prior to becoming a Customer Renewable Resource as defined by this Agreement. The Customer Renewable Resource must meet all of the requirements for renewable resources in accordance with Utah Code § 54-17-601 and Schedule 34.

Section 4.2 Terms of Procurement. As needed from time to time when a Customer Renewable Resource is sought, the Parties shall establish in writing the terms and conditions under which the Company is requested to procure such resource, including but not limited to:

- (a) the type(s) of resource being sought (*e.g.*, solar, wind, geothermal, etc.);
- (b) the desired size in MW or MWh;
- (c) if the desire is for one or multiple resources;
- (d) the percentage of Renewable Supply from the resource to be acquired that Customer expects to utilize in the event the procurement anticipates a Facility Contract for supply to multiple entities;
- (e) the identities and expected percentages of Renewable Supply of other customers expected to participate the resource;
- (f) acceptable location(s) for the resource;
- (g) the desired online date; and
- (h) whether the Company is asked to issue and administer a request for proposal.

Section 4.3 Company's Obligation to Procure Customer Renewable Resource.

(a) Upon Customer's written direction under Section 4.1, Company and Customer will identify and evaluate potential Customer Renewable Resources. Company and Customer will work collaboratively and in good faith using commercially reasonable efforts to complete the following actions after the Customer's written direction under Section 4.1. The time periods set forth below may be revised by mutual agreement of the Parties:

(i) within sixty (60) days, identify and establish the terms of procuring a Customer Renewable Resource in accordance with Section 4.2;

(ii) within ninety (90) days, develop a request for proposals or other appropriate process for selecting a Customer Renewable Resource, which time period will be extended as necessary to accommodate any required Commission approval of the solicitation process; and

(iii) within one hundred and eighty (180) days (unless delayed by the Commission or the Facility Owner other than the Company, in which case the time for performance shall be extended on a day-for-day basis), enter into and complete negotiations to

procure the Customer Renewable Resource and submit applications for any regulatory approvals required for the procurement, on terms reasonably acceptable to the Customer and Company.

(b) In the event Customer identifies a potential Customer Renewable Resource on its own, Customer shall provide Company a detailed term sheet or proposed definitive agreement with a Facility Owner. Company shall review such term sheet or agreement and provide a detailed explanation of any unacceptable terms or other concerns with the proposed material terms and conditions within fifteen (15) Business Days following receipt, and thereafter work with Customer and the Facility Owner in a good-faith attempt to address and mitigate such unacceptable terms and concerns.

(c) The Customer, or at Customer's direction, the Facility Owner, shall pay all internal and external costs, if any, reasonably incurred by Company and directly related to the Company's acquisition of the Customer Renewable Resource. Upon receipt of Customer's notice under Section 4.1, Company shall provide Customer with a good faith estimate of Company's costs for Customer's approval prior to Company commencing work to acquire the Customer Renewable Resource. The Company shall seek prior authorization from Customer prior to incurring any costs for which the Company intends to seek reimbursement from Customer.

- (d) Each Facility Contract entered into by Company shall:
- (i) Indicate that Renewable Supply purchased by Company thereunder is intended to be utilized by Customer to the extent of the Customer Renewable Resource;
 - (ii) State that Customer is an intended beneficiary of such Facility Contract;
 - (iii) Include liquidated damages for failure to deliver Renewable Supply that includes a Green Tags Price Component;
 - (iv) Require the Facility Owner to grant Green Tag Reporting Rights to Company that are comparable to or greater than those granted to Customer in this Agreement; and
 - (v) Require Facility Owner to comply with all requirements and execute all documents and instruments reasonably requested by Customer in order to document and effect the transfer of Green Tags to or on behalf of Customer through WREGIS.

(e) Material Terms and Conditions of Facility Contract. Prior to entering into any proposed Facility Contract, the Company shall secure Customer's advance written consent to all material terms and conditions of the same. The Company shall not require any terms or conditions in a Facility Contract that (i) cannot reasonably be considered market terms or conditions in the renewable energy industry, (ii) unreasonably impair the ability to finance the Customer Renewable Resource, or (iii) address or mitigate risks otherwise addressed or mitigated by Customer pursuant to Section 4.3(b) or assumed by Customer. Company is not obligated to enter into a Facility Contract with any Facility Owner if the proposed agreement includes any terms unacceptable to the Company or if entering into such agreement raises other concerns for the Company, each only to the extent it is reasonably expected to materially adversely affect the Company. If a proposed Facility Contract is, to the Company's reasonable

satisfaction, acceptable, then Company shall enter into a definitive Facility Contract with the Facility Owner. If the Company has identified unacceptable terms or other concerns that Company has determined are reasonably likely to have a materially adverse effect on it; (i) it shall provide Customer prompt notice detailing the unacceptable terms or other concerns, and (ii) if Customer is able, to the Company's reasonable satisfaction, to mitigate the effects of such unacceptable terms or other concerns, then Company shall enter into a definitive Facility Contract after the mitigation proposed by Customer is agreed to in writing by the Parties.

Section 4.4 No Liability for Performance of Customer Renewable Resource. The Company shall not be liable to the Customer for any partial or total failure to perform by a Facility Owner of a Customer Renewable Resource, nor shall the Company be obligated to locate or secure a replacement Customer Renewable Resource.

Section 4.5 Enforcement of Contract and Remittance of Damages. The Company shall use commercially reasonable efforts to enforce the terms of each Facility Contract, consistent with the Company's enforcement of the terms of other contracts between Company and renewable energy providers. All amounts collected by Company for any output shortfall, delay damages, liquidated damages or other damages from the Facility Owner of a Customer Renewable Resource in excess of Company's quantifiable costs and damages shall promptly be remitted to Customer, except to the extent provided otherwise in the relevant Renewable Resource Appendix.

Section 4.6 Cost of Renewable Supply. The Customer shall be responsible for all costs incurred by Company under the Facility Contract for a Customer Renewable Resource, excluding any costs incurred by the Company to the extent caused by the Company's failure to comply with the terms of any such contract ("Cost of Renewable Supply"). The Cost of Renewable Supply shall be specified in each Renewable Resource Contract and the associated Renewable Resource Appendix.

Section 4.7 Ownership and Transfer of Environmental Attributes. As described herein and in a Renewable Resource Appendix, Customer is purchasing and Company shall transfer to Customer all Green Tags associated with Renewable Supply actually generated during a Billing Period from Customer Renewable Resources within ninety (90) days after Customer has paid Company's invoice for such Renewable Supply. Company shall transfer all Renewable Energy Certificates acquired to Customer's WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company's WREGIS account and retire them on Customer's behalf. Customer, or at Customer's direction, the Facility Owner, shall pay all costs incurred by Company in transferring the Renewable Energy Certificate(s) to Customer and/or retiring them on Customer's behalf.

ARTICLE V SERVICE RATES AND CHARGES

Section 5.1 Rates for Power and Energy Delivered to Customer. Beginning with the Billing Period in which Renewable Supply from any Customer Renewable Resource is first sold to Company for delivery to Customer hereunder, the charges for all Power, Energy and Renewable

Supply delivered to each of Customer's Enrolled Meters and all Green Tags acquired on behalf of Customer under this Agreement shall be made up of the following components, as applicable:

- (a) Normal Tariff Rates – applied to all kW and kWh delivered by Company to each Enrolled Meter;
- (b) Renewable Supply Rate – applied to all kWh delivered by Company to each Enrolled Meter;
- (c) True-Up Rate – applied to all kWh delivered after the first True-Up Date to each Enrolled Meter;
- (d) Administrative Fees of \$500 - single charge applied to one customer invoice each month;
- (e) Applicable EBA Surcharge – applied to all kW and kWh charges at each Enrolled Meter;
- (f) Unbundled REC Charges, if any – single charge applied to one customer invoice each month;
- (g) Other Schedule 80 Surcharges – applied to each Enrolled Meter; and
- (h) Other charges, fees, exemptions and credits associated with Firm Power and Energy and Renewable Supply delivered by Company to Customer to each Enrolled Meter hereunder, as determined by the Commission from time to time, including possible future carbon taxes, charges or exemptions.

Section 5.2 Final True-Up. At the of the term of the last active Customer Renewable Resource, Company will calculate a final Annual True-Up and apply that amount proportionally to each Enrolled Meter based on the total usage over the final True-Up Period at each Enrolled Meter, which amount shall be billed in twelve equal installments in Billing Periods following the final Annual True-Up.

Section 5.3 REC Procurement. The Customer may direct the Company to acquire unbundled RECs on behalf of the Customer by providing written notice to the Company. If so directed, Company will acquire Renewable Energy Certificates on a least-cost basis. Company shall transfer all Renewable Energy Certificates acquired to Customer's WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company's WREGIS account and retire them on Customer's behalf. Any cost associated with the acquisition of the Renewable Energy Certificates will be direct assigned to the Customer.

ARTICLE VI BILLING & PAYMENT

Section 6.1 Calculation of the Total Amount Due. The total amount due from Customer to Company each month shall be calculated using the applicable components outlined in Section 5.1 for the previous Billing Period.

Section 6.2 Billing Statements. Company will present Customer with an aggregated bill that contains all applicable rates, charges, taxes and fees under this Agreement, and Customer shall make a single monthly payment to Company. All billing statements for service under this

Agreement shall show the amount due for the type and quantity of power and energy delivered and all the associated charges. Each bill shall be transmitted to Customer both electronically and by U.S. Mail.

Section 6.3 Payments. All bills shall be paid within thirty (30) days of receipt by Customer. Customer may make payments by check, EDI or wire transfer to an account designated by Company. The Customer account number must be included with each payment. If Customer disputes any portion of Customer's bill, Customer shall give prompt notice to Company of and the basis for the dispute and shall pay the undisputed portion. Each of the Parties agrees to work in good faith to promptly rectify any disputed amounts. Late payments and any disputed amounts determined to be due to Company shall bear interest at the rate then specified by the Commission or, if no rate is specified, at the then-effective prime rate as specified in The Wall Street Journal.

Section 6.4 No Duplication. Customer shall not be liable under this Agreement to make any payment of amounts due (or for which Customer has paid in advance) if and to the extent that Company has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise.

Section 6.5 Credit Requirements. Unless Customer is a Qualified Entity, upon request by Company, or as specified in a Renewable Resource Appendix, Customer shall deliver to Company either a Guaranty from a Qualified Entity or a Letter of Credit in an amount reasonably determined by Company, to secure the payment and performance when due of Customer's obligations related to a Customer Renewable Resource, including but not limited to its obligations under Section 10.3. A guaranty shall be in a form reasonably acceptable to Company and shall be issued by a Qualified Entity that wholly owns or controls Customer, directly or indirectly.

Section 6.6 Adequate Assurances. If Customer has failed to make a timely payment hereunder, and Company has reasonable grounds for insecurity regarding the performance of any obligation of Customer hereunder (whether or not then due), Company may demand Adequate Assurances of Performance. "Adequate Assurances of Performance" means a sufficient deposit or other security in the form, amount, and for the term reasonably acceptable to Company, including, but not limited to, cash, a standby irrevocable Letter of Credit, a prepayment, an asset, a performance bond, or a Guaranty from a Qualified Entity other than Customer, and taking into consideration any security already held by Company. Such Adequate Assurances of Performance shall be provided within ten business days after a written demand is made by Company.

ARTICLE VII [Reserved]

ARTICLE VIII OPERATIONAL CONSTRAINTS

Section 8.1 Applicable Requirements. Customer shall comply with all Electric Service Regulations, and all applicable Electric Service Schedules and Regulations.

Section 8.2 Conflict with Interconnection Agreement. To the extent terms and conditions in this Agreement conflict with terms and conditions of any interconnection agreement between Customer and Company, the terms of the interconnection agreements shall control.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

Section 9.1 Mutual Representations and Warranties. On the Effective Date, each Party represents, warrants and covenants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) Except for the approval of the Commission, it has, or to its knowledge expects to timely acquire, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;

(e) There is not pending, or to its knowledge, threatened against it or any of its Affiliates, any legal proceedings that could materially adversely affect its ability to perform under this Agreement;

(f) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party, and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and

(g) It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.

ARTICLE X TERMINATION

Section 10.1 Termination. This Agreement may be terminated by Customer on sixty (60) days' written notice to Company, or as otherwise permitted under this Article, subject to payment of an Early Termination Payment pursuant to Section 10.3. If this Agreement is terminated for any reason in this Article, service to Customer at each Enrolled Meter shall be in accordance with the Company's Commission-approved Applicable Rate Schedule.

Section 10.2 Material Adverse Conditions. If any subsequent change in the law applicable to this Agreement contains any condition or otherwise modifies the provisions of this Agreement in a manner that is materially adverse to either Party, the Party adversely impacted by the condition or modification may terminate this Agreement by providing the other Party notice within ninety (90) days of the entry of the effective date of the change in law; provided, however, that the other Party may avoid termination under this provision by electing in its sole discretion to make the adversely impacted Party whole.

Section 10.3 Early Termination. If, after the satisfaction of the condition precedent in Section 2.2, this Agreement is terminated or caused to be terminated for any reason other than the fault of Company before the end of the Term, then Customer shall pay to Company the Early Termination Payment as determined by the methodology set forth in Exhibit F. Customer shall pay Company the Early Termination Payment in full within thirty (30) days after Customer receives notice from Company of the amount of the Early Termination Payment. In the event the Early Termination Payment is due from Company to Customer, then Company shall pay the Early Termination Payment over the remaining life of the obligation to the Customer Renewable Resource as those revenues are realized by Company.

ARTICLE XI FORCE MAJEURE

Neither Party shall be under obligation or subject to any liability or damages for any act or event that delays or prevents Company or Customer from timely performing its obligations under this Agreement or from complying with this Agreement if such act or event is beyond the reasonable control of, and could not have been prevented or mitigated with the exercise of reasonable due diligence by, the Party relying thereon as justification for such delay, nonperformance or noncompliance (such act or event, a "Force Majeure"). Force Majeure includes without limitation, (a) an act of God or the elements, explosion, fire, epidemic, landslide, mudslide, sabotage, lightning, earthquake, flood or similar cataclysmic event, an act of public enemy, war, terrorism, blockade, civil insurrection, riot, civil disturbance, boycott, strike or other labor difficulty caused or suffered by third parties beyond the reasonable control of Customer or Company (whether such cause is similar or dissimilar to the foregoing or is foreseen, unforeseen, or foreseeable), (b) the operation and effect of any law, rule, regulation, or other acts of governmental authorities, whether federal, state or local, not initiated or supported by the Party claiming the event of Force Majeure, or (c) failure, breakdown of or damage to the Company's or third-party's facilities (not including a Customer Renewable Resource). Force Majeure does not include changes in economic or market conditions that affect the cost of fuel or fuel transportation, the cost of transmission, the demand for products manufactured by Customer, the price of energy, or that otherwise render this Agreement uneconomic or unprofitable for a Party. Should an event of Force Majeure occur, and (1) Customer claims Force Majeure, then Customer shall have no liability for service until service is restored, except for any minimum monthly payments or termination charges designed to cover special facilities extension costs, or (2) the Company claims Force Majeure, then Customer shall have no liability for service until service is restored. The Party claiming Force Majeure shall make commercially reasonable efforts to remedy the cause thereof. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect. Notwithstanding this Article XI, Company's obligations to provide electric service

under this Agreement shall be governed by the section of Electric Service Regulation No. 4, entitled “Continuity of Service.”

ARTICLE XII LIABILITY

Subject to the limitations of liability contained herein and in Company’s Electric Service Regulations, each Party will defend and indemnify and hold harmless the other Party from and against any liability, damage, loss, costs and expenses, including, but not limited to, employees, occurring on or occasioned by facilities owned or controlled by such Party, to the extent such injury or damage resulted from the negligence or willful misconduct of such Party.

ARTICLE XIII RECORDS: AUDIT

Company shall create and keep accurate accounts of calculations, costs, expenses and liabilities substantiating amounts due from Customer to Company under this Agreement, including accounts of Company costs under contracts entered into with Facility Owners (“Records”). Company shall maintain the Records in a format sufficient to allow verification that same are complete, accurate, and up-to-date. Company shall keep and maintain the Records for a period of at least five (5) years after the respective records are created, and Customer may inspect and audit those records during normal business hours upon reasonable advance notice and with as little impact to Company’s business as reasonably possible. At Customer’s request, Company shall use commercially reasonable efforts to obtain similar records from its counterparties under any contracts entered into with Facility Owners. The Parties shall bear their respective costs of such audits and inspections.

ARTICLE XIV ASSIGNMENT

Section 14.1 Assignment by Customer. Customer may not assign all or any portion of its rights and obligations under this Agreement without Company’s consent, which shall not be unreasonably withheld, conditioned or delayed. Any assignment is subject to (1) such successor’s qualification as a customer under Company’s policies and the Electric Service Regulations, and (2) the written agreement of such successor to be bound by this Agreement and the Electric Service Regulations and to assume the obligation of Customer from the date of assignment. If Company consents to any such sale, assignment, lease or transfer, Customer shall remain liable for any liabilities and obligation under this Agreement and the Electric Service Regulations through the date of assignment. Commission approval shall not be required for any assignment by Customer as permitted hereunder

Section 14.2 Assignment by Company. Company may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) Affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger,

consolidation or other business reorganization to which Company is a party, upon approval of the same by the Commission.

ARTICLE XV INFORMATION

Section 15.1 Furnishing Information. Upon Company's request, Customer shall submit its year- end financial statements to Company, certified to be true and correct and in accordance with Generally Accepted Accounting Principles or Government Auditing Standards, as applicable; provided that public filings by Customer shall be deemed to satisfy this requirement. Company will keep non-public financial information confidential.

Section 15.2 Accuracy of Information. Each Party represents that all information it has furnished or will furnish to the other Party in connection with this Agreement will be accurate and complete in all material respects. Each Party also represents that it has not omitted and will not knowingly omit any fact in connection with the information to be furnished under this Agreement, which materially and adversely affects the business, operations, property or condition of the Customer or the obligations of the other Party under this Agreement.

Section 15.3 Representation regarding Ethical Standards for Officers and Employees of Customer and Former Officers and Employees of Customer. Company represents that it has not: (1) provided an illegal gift or payoff to an officer or employee of Customer or a former officer or employee of Customer, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Customer's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an officer or employee of Customer or a former officer or employee of Customer to breach any of the ethical standards set forth in Customer's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Section 15.4 Confidentiality.

(a) Subject to Section 20.3, except as expressly provided in this Agreement or as agreed in writing by the other Party, each receiving Party will (a) keep strictly confidential and take reasonable precautions to protect against the disclosure of (i) the terms and conditions and other facts with respect to this Agreement and (ii) all Confidential Information, and (b) not knowingly use Confidential Information for any purposes other than performing its obligations under this Agreement; provided, a Party may disclose facts, terms and conditions referred to in clause (a) above and Confidential Information to those of its or its Affiliates' directors, officers, members, employees, representatives, agents, consultants, attorneys or auditors (collectively, "Representatives") who need to know such information for the purposes of performing the receiving Party's obligations under this Agreement if, prior to being told of such matters or being given access to Confidential Information, such Representatives are informed of the confidentiality thereof and the requirements of this Agreement and are directed to comply with

the requirements of this Agreement. Each Party will be responsible for any breach of this Agreement by its Representatives.

(b) Either Party may disclose the substance or terms of this Agreement as required by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, subject to the condition that the disclosing Party give prompt notice to the other Party, so that a protective order or other protective arrangements may be sought by such other Party.

Section 15.5 Publicity.

(a) No announcement or press release regarding the arrangement contemplated under this Agreement, including the existence hereof, shall be made by the Company without the prior written approval of the Customer. In addition, without obtaining the Customer's prior written consent, Company shall not, and shall cause its agents not to, engage in advertising, promotion or publicity containing non-public information concerning this Agreement, or make public use of the Customer's name, trade names, trademarks, service marks, insignias, symbols, logos or any other product, service or organization designation, or specifications or drawings.

(b) Company shall not infringe upon Customer's Green Tag Reporting Rights. Among other things, Company shall not to claim any renewable energy credits or certificates, Environmental Attributes, or other "renewable energy," "green energy," "clean energy" or similar attributes of the Renewable Supply as belonging to Company.

(c) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource. The Parties must mutually agree upon the content of any press release or other initial public disclosure with respect to the existence or execution of this Agreement or any Customer Renewable Resource, or the terms, conditions or other content herein or therein. No Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

(d) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource. The Parties must mutually agree upon the content of any press release or other initial public disclosure with respect to the existence or execution of this Agreement or any Customer Renewable Resource, or the terms, conditions or other content herein or therein. Neither Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

ARTICLE XVI DISPUTE RESOLUTION

Section 16.1 Administrative Remedies. Alternative Dispute Resolution. In the event of a dispute arising under this Agreement regarding any matter for which the Commission has jurisdiction, the Party seeking a claim of breach shall first exhaust its administrative remedies in accordance with the Commission's administrative rules. In the event of any other dispute arising under this Agreement, for which the Commission does not have jurisdiction, the Parties shall first attempt to resolve the matter through direct negotiation between the representatives of the Parties. If the representatives are unable to resolve the issue within a reasonable period of time after presentation of the dispute, then the Parties agree to participate in non-binding mediation in good faith, using a mediator mutually agreeable to the Parties, prior to engaging in any arbitration or court proceeding or other legal action in connection with such dispute. The costs of mediation, including the costs of the mediator, if any, shall be shared equally between the Parties.

Section 16.2 Governing Law; Jurisdiction; Venue. All provisions of this Agreement and the rights and obligations of the Parties shall in all cases be governed by and construed in accordance with the laws of the state of Utah applicable to contracts executed in and to be wholly performed in Utah by Persons domiciled in the state of Utah. Subject to the provisions of Section 16.1, each Party agrees that any dispute relating to this Agreement, the Electric Service Regulations or the transactions contemplated hereby or thereby shall be brought before the Federal courts located within the state of Utah, or state courts of the state of Utah, and each Party consents to the exclusive jurisdiction of such fora (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

Section 16.3 Waiver of Jury Trial. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

ARTICLE XVII DEFAULT; REMEDIES; WAIVER

Subject to the provisions of Article XVI, either Party may exercise any or all of its rights and remedies under this Agreement, the applicable Electric Service Regulations and under any applicable laws, rules and regulations. Company's liability for any action arising out of its activities relating to this Agreement or Company's electric utility service shall be as specified by applicable Utah laws or regulations. Under no circumstances shall either party be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages. No provision of this Agreement or the Electric Service Regulations shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement or the Electric Service

Regulations or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement or the Electric Service Regulations shall be deemed a waiver of any other provision of this Agreement or the Electric Service Regulations or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

ARTICLE XVIII COMMUNICATIONS AND NOTICE

Any notice require or desired to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, electronic mail or by registered or certified mail, return receipt requested, to the other Party at the address set forth below:

To Company:	PacifiCorp 825 NE Multnomah, Suite 600 Portland, Oregon 97232- 2315 Attn: Director, Valuation & Commercial Business Telefacsimile (503) 813-6260
with a copy to:	PacifiCorp 825 NE Multnomah, Suite 600 Portland, Oregon 97232- 2315 Attn: Contract Administration Telefacsimile (503) 813-6291 Email: cntadmin@pacificorp.com
with copies to:	PacifiCorp Legal Department 825 NE Multnomah, Suite 1800 Portland, Oregon 97232- 2315 Attn: Assistant General Counsel Telefacsimile (503) 813-6761
and termination notices to Company:	PacifiCorp 1407 West North Temple Suite 320 Salt Lake City, Utah 84116 Attn: President
and to:	PacifiCorp 1407 West North Temple Suite 320 Salt Lake City, Utah 84116 Attn: General Counsel

If to Customer:

With a copy to:

Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060
Attn: Legal Department

ARTICLE XIX REGULATORY APPROVAL; INTENT

Section 19.1 No Modification Request. This Agreement is subject to approval by the Commission as a condition precedent to performance. Both Parties agree that, during the term of this Agreement, they will not petition the Commission for or otherwise seek or support provisions in any order of the Commission that would cancel, terminate or modify the specific provisions of this Agreement or prejudice the other Party in the performance of this Agreement in any way without the prior written consent of the other Party.

Section 19.2 Regulatory Approval. If the Commission order approving this Agreement includes any condition that is materially adverse to either Party, the Party adversely impacted by the condition may terminate this Agreement by providing the other Party written notice within thirty (30) days of the entry of the Commission order, in which case the Parties will negotiate in good faith in an effort to reach agreement on revisions or an amendment to this Agreement with mutually acceptable rates, terms and conditions for service to Customer, which amendment or revised agreement shall be subject to Commission approval.

ARTICLE XX MISCELLANEOUS

Section 20.1 Sole Purpose Agreement. This Agreement and the rates and provisions contained herein are based upon the specific load, operating and cost characteristics of the Customer, and on specific Utah laws, and are thus applicable only to the Customer.

Section 20.2 Jurisdiction of Regulatory Authorities. Company's currently applicable and effective Electric Service Regulations are incorporated herein and by reference made a part hereof. Customer acknowledges that it is familiar with the Electric Service Regulations and agrees to abide by them and all applicable amendments and changes thereto as approved by the Commission.

Section 20.3 Customer as a Governmental Entity of the State of Utah. Company acknowledges that Customer is a political subdivision and a governmental entity of the State of Utah covered by the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"), nothing in this Agreement shall be construed as a waiver by Customer of any protections, rights, remedies, or defenses applicable to Customer under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments, or other applicable law. It is not the intent of Customer to incur by contract any liability for the operations, acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, the obligations of Customer in this Agreement to defend, indemnify, and hold harmless are subject to the Act, are limited to the amounts established in Section 63G-7-604 of the Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Customer. If Customer carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and under applicable law, nothing in this Agreement shall require Customer to carry different or additional insurance, any obligations of Customer contained in this Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to the Customer's negligent acts or omissions, and no rights of subrogation are waived by Customer. Company acknowledges that: a governmental entity is subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within the possession or control of a governmental entity may be subject to public disclosure; and that confidentiality obligations of a governmental entity in this Agreement shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to a governmental entity that Company believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Non-specific statements of confidentiality (such as, but not limited to, designating or marking a document confidential or proprietary in a cover letter, header, footer or watermark) are insufficient to claim confidentiality under GRAMA. Amounts paid or received by a governmental entity are generally not protected from disclosure under GRAMA. Notwithstanding any provision in this Agreement, Customer may disclose any information or records (including any Confidential Information) to the extent required by GRAMA or as otherwise required by law and Customer will make reasonable efforts to give Company sufficient prior notice to contest such disclosure. In the event of any conflict between the provisions of this Section and any other section of this Agreement, the provisions of this Section shall prevail.

Section 20.4 Integration; Amendment. All effective electric service agreements previously or hereafter entered into by Company and Customer with respect to all Enrolled Meters shall remain in full force and effect, except to the extent inconsistent with or superseded by this Agreement. All terms and conditions with respect to Renewable Supply under this Agreement are merged into this Agreement, and no previous or contemporary representation or agreement made by any officer, agent or employee of Company or Customer relating to Renewable Supply shall be binding upon either Party unless contained herein. Except as otherwise expressly provided, this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.

Section 20.5 Conflicts with Electric Service Agreements. To the extent terms and conditions in this Agreement conflict with terms and conditions of any other electric service agreements between Customer and Company, the terms of this Agreement shall control.

Section 20.6 Survival. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of this Agreement shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion, or expiration.

Section 20.7 Good Faith Efforts. Company and Customer each agree that each Party shall, in good faith, take all reasonable actions necessary to permit each Party to fulfill its obligations under this Agreement. Where the consent, agreement or approval of either Party must be obtained hereunder, such consent, agreement or approval shall not be unreasonably withheld, conditioned or delayed. Where either Party is required or permitted to act or omit to act based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised.

Section 20.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company and Customer may retain a duplicate copy of this Agreement, which will be considered an equivalent to this original.

Section 20.9 Independent Contractor Relationship. The Parties intend that an independent relationship will be created by this Agreement. No agent, employee, or representative of the Company shall be deemed to be an employee, agent, or representative of the Customer for any purpose, and the employees of the Company are not entitled to any of the benefits the Customer provides for its employees. No agent, employee, or representative of the Customer shall be deemed to be an employee, agent, or representative of the Company for any purpose, and the employees of the Customer are not entitled to any of the benefits the Company provides for its employees. Each Party 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.

Section 20.10 Severability. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term does not change the relative benefits or liabilities between the Parties, then 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. However, to the extent that any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term would change the relative benefits and liabilities between the Parties, then the Parties shall negotiate in good faith to attempt to draft an amendment to this Agreement that preserves or restores the relative benefits and liabilities as they existed between the Parties at the time the Agreement was executed.

[Execution Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized as of the date first set forth above.

CUSTOMER:

COMPANY:

PARK CITY MUNICIPAL CORP

ROCKY MOUNTAIN POWER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

[FORM OF DELIVERY SCHEDULE]

[illegible]

EXHIBIT B

FORM OF GUARANTY — CREDIT SUPPORT OBLIGATION

THIS GUARANTY (this “Guaranty”), dated as of _____, 20____, is issued and delivered by _____, a _____ (the “Guarantor”) for the benefit of PacifiCorp, an Oregon corporation (the “Beneficiary”), with reference to the following:

WHEREAS, the Beneficiary and _____, a _____ (the “Obligor”) entered into that certain Renewable Energy Service Contract, dated as of _____, 20____ (the “Agreement”); and Guarantor delivers to the Beneficiary this Guaranty as an inducement to Beneficiary to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the Guarantor hereby agrees as follows:

1. Guarantor absolutely and unconditionally guarantees, as an independent obligation of Guarantor, the prompt and complete payment when due all of the obligations of Obligor under the Agreement (the “Guaranteed Obligations”).

2. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of any Guaranteed Obligations may be or become barred by any statute of limitations, discharged, or uncollectible due to any change in law or regulation or in any bankruptcy, insolvency or other proceeding, or otherwise be unenforceable. All sums payable by Guarantor hereunder shall be made in immediately available funds without any setoff, deduction, counterclaim or withholding for taxes unless required by applicable law, in which case Guarantor shall pay, in addition to the payment to which Beneficiary is otherwise entitled, such additional amount as is necessary to ensure that the net amount actually received by Beneficiary (free and clear of any setoff, deduction, counterclaim or withholding for taxes) will equal the full amount which Beneficiary would have received had no such setoff, deduction, counterclaim or withholding been required.

3. Beneficiary may at any time, whether before or after termination of this Guaranty, and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (1) apply any sums received to any indebtedness or other obligations for which Obligor is liable, whether or not such indebtedness is an Obligation; (2) modify, compromise, release, subordinate, substitute, exercise, alter, enforce or fail or refuse to exercise or enforce any claims, rights or remedies of any kind which Beneficiary may have, at any time against Obligor or Guarantor, endorser, or other party liable for the Guaranteed Obligations or any part or term hereof, or with respect to collateral or security of any kind Beneficiary may have, at any time, whether under the Guaranteed Obligations, or any other agreement, or this Guaranty, or otherwise; (3) release, substitute, or surrender and to enforce, collect or liquidate or to fail or refuse to enforce, collect or liquidate, any collateral or security of any kind Beneficiary may have, at any time, whether under this Guaranty or otherwise; (4) take and hold security for the payment and performance of the obligations guaranteed hereby, and exchange, enforce, waive, and release or apply such security and direct the order or manner of sale thereof as Beneficiary in its discretion may determine; (5) release or substitute any other Guarantor of Obligor's payment or performance; and (6) assign this Guaranty in whole or in part or Beneficiary's rights hereunder to anyone at any time. Guarantor hereby consents to each and all of the foregoing acts, events and/or occurrences.

6. Guarantor expressly waives (i) protest, (ii) notice of acceptance of this

Guaranty by the Beneficiary, (iii) demand for payment of any of the Guaranteed Obligations; (iv) any right to assert against Beneficiary any defense (legal or equitable), counter-claim, set-off, cross-claim or other claim that Guarantor may now or at any time hereafter have (a) against Obligor or (b) acquired from any other party, not affiliated with Guarantor, to which Beneficiary may be liable; and (v) any defense arising by reason of any claim or defense based upon an election of remedies by Beneficiary which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Obligor for reimbursement, or any other rights of the Guarantor to proceed against Obligor or against any other person, property or security.

7. This Guaranty shall continue in full force and effect with respect to all Guaranteed Obligations arising prior to its termination. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise. The failure of Beneficiary to enforce any of the provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce the same. All remedies of Beneficiary shall be cumulative. The terms and provisions hereof may not be waived, altered, modified, or amended except in a writing executed by Guarantor and a duly authorized officer of Beneficiary.

8. Until all Guaranteed Obligations are indefeasibly paid in full, Guarantor hereby waives all rights of subrogation, reimbursement, contribution, and indemnity from Obligor and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Guaranteed Obligations. No payment in respect of any such subordinated debts shall be received by Guarantor. Upon any Obligation becoming due, Obligor or its assignee, trustee in bankruptcy, receiver, or any other person having custody or control over any or all of Obligor's property is authorized and directed to pay to Beneficiary the entire unpaid balance of the debt before making any payments to Guarantor, and for that purpose. Any amounts received by Guarantor in violation of the foregoing shall be received as trustee for the benefit of Beneficiary and shall forthwith be paid over to Beneficiary.

9. Guarantor warrants and represents that it is an "eligible contract participant" within the meaning of Section 1a(18) of the Commodity Exchange Act.

10. This Guaranty shall remain in full force and effect until the earlier of (i) such time as all the Guaranteed Obligations have been finally and indefeasibly discharged in full, and (ii) [] (the "Expiration Date"); provided however, the Guarantor will remain liable hereunder for Guaranteed Obligations that were outstanding prior to the Expiration Date.

11. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Utah. Guarantor and Beneficiary agree to the exclusive jurisdiction of the state and federal courts located in the state of Utah over any disputes arising or relating to this Guaranty.

12. Guarantor agrees to pay all reasonable out-of-pocket expenses (including the reasonable fees and expenses of the Beneficiary's counsel) relating to the enforcement of the Beneficiary's rights hereunder in the event the Guarantor disputes its obligations under this Guaranty and it is finally determined (whether through settlement, arbitration or adjudication, including the exhaustion of all permitted appeals), that the Beneficiary is entitled to receive payment of a portion of or all of such disputed amounts ("Expenses").

13. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY

LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

14. This Guaranty integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof. Each provision hereof shall be severable from every other provision when determining its legal enforceability such that this Guaranty may be enforced to the maximum extent permitted under applicable law. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary.

15. Other than an assignment to or enforcement by Customer (as defined in the Agreement) of this Guaranty, Guarantor may not assign its rights nor delegate its obligations under this Guaranty in whole or part without written consent of Beneficiary, and any purported assignment or delegation absent such consent is void. Guarantor agrees to properly execute, or cause to be executed, all documents reasonably required by Beneficiary in connection herewith in order to fulfill the intent and purposes hereof and of the Transaction.

16. Notices. Any communication, demand or notice to be given hereunder will be duly given when delivered in writing or sent by facsimile to the Guarantor or to the Beneficiary, as applicable, at its address as indicated below, or such other address as the Guarantor or the Beneficiary shall from time to time specify:

If to the Guarantor, at:

With a copy to:

If to the Beneficiary, at:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Director, Valuation & Commercial Business
Fax (503) 813-6260

With copies to:

PacifiCorp

825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Contract Administration
Fax (503) 813-6291
email: cntadmin@pacificorp.com

PacifiCorp Legal Department
825 NE Multnomah, Suite 1800
Portland, OR 97232-2315
Attn: Assistant General Counsel
Fax (503) 813-6761

Notice shall be deemed given (a) when received, as evidenced by signed receipt, if sent by hand delivery, overnight courier or registered mail or (b) when received, as evidenced by transmission confirmation report, if sent by facsimile and received on or before 4 pm local time of recipient, or (c) the next business day, as evidenced by transmission confirmation report, if sent by facsimile and received after 4 pm local time of recipient.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

By: _____
Name:
Title:

1

EXHIBIT C

FORM OF LETTER OF CREDIT

STANDBY LETTER OF CREDIT

Date: _____

Amount: US\$[_____]

Letter of Credit No. _____

Beneficiary: PacifiCorp
825 N.E. Multnomah
Suite 600
Portland, OR 97232
Attention: Credit Manager

Ladies and Gentlemen:

We hereby issue in your favor this irrevocable letter of credit ("Letter of Credit") for the account of _____ (the "Applicant") for _____ US Dollars (US\$_____) available by your drafts at sight drawn on [Issuing Bank] effective _____ and expiring on _____ (the "Initial Expiration Date"). The expiration date of this Letter of Credit is automatically extended for successive one (1) year periods unless we provide you written notice by overnight courier to the address above not less than sixty (60) days before its then-current expiration date that we elect not to automatically extend the expiration date of this Letter of Credit.

We hereby undertake to promptly honor your drawings presented in compliance with this Letter of Credit. Funds under this Letter of Credit are available against your drafts in the form of Annex 1, presented at our office located at [Issuing Bank's address must be in US] and accompanied by a certificate in the form of Annex 2 purportedly signed by your authorized representative. These may be presented by physical delivery or by facsimile, e-mail or other electronic transmission, provided that any presentation by facsimile, e-mail or other electronic transmission (a) shall not be effective until your purportedly authorized representative confirms by telephone our receipt of such presentation by calling us at [issuer to insert telephone number] and (b) shall be followed by physical delivery of documents within one (1) business day. If this Letter of Credit has been presented by facsimile, e-mail or other electronic transmission, this facsimile, e-mail or other electronic transmission copy shall be the operative instrument until such time as the original is received. Partial drawings and multiple drawings are permitted, aggregating up to the amount of this Letter of Credit. In the event of any partial drawing, we will, promptly following physical presentation thereof, return the original Letter of Credit and all amendments to you.

We hereby engage with you that all documents presented in compliance with the terms of this Letter of Credit will be duly honored if presented for payment on or before the expiry date, as extended from time to time in accordance with the terms of this Letter of Credit. Our obligation under this Letter of Credit is in no way contingent upon reimbursement from the Applicant.

This Letter of Credit is subject to the provisions, to the extent such provisions are not inconsistent with this Letter of Credit, of the International Chamber of Commerce International Standby Practices (ICC publication no. 590, 1998) ("ISP98") with regard to all matters not provided for herein, and, to the extent not inconsistent with ISP98, this Letter of Credit shall be governed by and interpreted in accordance with the laws of the State of New York.

In the event of any non-conforming presentation, we shall immediately notify you by telefacsimile to [Beneficiary to insert fax number] or by e-mail to [Beneficiary to insert e-mail address] that the presentation has been rejected, which notice shall indicate the reasons for dishonoring such presentation and shall, to the extent that you physically presented such documents, return to you the documents presented. You may thereafter present documents and receive payment hereunder by a conforming presentation.

If we receive a conforming presentation not later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 3:00 p.m. New York time on the business day following the date of such presentation. If we receive a conforming presentation later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 11:00 a.m., New York time, on the second business day following the date of such presentation. We will make all payments made under this Letter of Credit by wire transfer in immediately available United States dollars to your bank account indicated.

All costs, fees and charges related to this Letter of Credit shall be for the account of Applicant.

This Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Beneficiary.

Upon our receipt of an indemnity letter acceptable to us signed by your purportedly authorized representative certifying that the original of this Letter of Credit has been lost, stolen, mutilated or destroyed, we will promptly issue to you a certified true copy of this Letter of Credit which shall constitute an original Letter of Credit for all purposes hereof.

Very truly yours
[Issuing Bank]

Authorized Signer

Authorized Signer

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 1

FORM OF SIGHT DRAFT

[Insert date of sight draft]

To: *[Issuing Bank's name and address]*

For the value received, pay to the order of _____ by wire transfer of immediately available funds to the following account:

[name of account]

[account number]

[name and address of bank at which account is maintained]

[aba number]

[reference]

The following amount:

[insert number of dollars in writing] United States Dollars

(US\$ *[insert number of dollars in figures]*)

Drawn upon your irrevocable letter of credit No. *[irrevocable standby letter of credit number]*
dated *[effective date]*

[Beneficiary]

By: _____

Name: _____

Title: _____

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 2

FORM OF CERTIFICATE

[Insert date of certificate]

To: *[issuing bank's name and address]*

PacifiCorp (the “Beneficiary”) is drawing the funds requested under this draft based on the below specified draw condition:

[check appropriate draw condition]

[_____] Pursuant to an agreement by and between Beneficiary and Applicant or by and between Beneficiary and an affiliate of Applicant, Beneficiary is entitled to the draw the funds requested.

Or

[_____] Applicant has failed to renew or replace this Letter of Credit and less than (30) days remain prior to its expiration date, which entitles Applicant to draw the entire remaining undrawn amount of this Letter of Credit.

PacifiCorp

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF RENEWABLE RESOURCE APPENDIX

This Renewable Resource Appendix confirms the terms of the agreement made between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (“Rocky Mountain Power” or the “Company”), and _____, a _____ (“Customer”) as of the effective date referenced below concerning the acquisition of the Customer Renewable Resource pursuant to a Facility Contract as referenced below.

This Renewable Resource Appendix supplements, forms a part of, and is subject to, the terms of the Renewable Energy Service Contract, dated as of _____, 2019, between Company and Customer (as modified from time to time, the “Renewable Energy Service Contract” or “RESC”). This Renewable Resource Appendix shall constitute a “Renewable Resource Appendix” within the meaning of the Renewable Energy Service Contract. In the event of any inconsistency between a provision of the Renewable Energy Service Contract and a provision of this Renewable Resource Appendix, the provision of this Renewable Resource Appendix shall control for purposes of acquiring the Customer Renewable Resource referenced below. Capitalized terms used in this Renewable Resource Appendix and not otherwise defined will have the respective meanings assigned in the Renewable Energy Service Contract. The terms of this Renewable Resource Appendix are as follows:

Facility Contract:	[Name of Facility Contract -PPA]
Effective date of Facility Contract:	[DATE]
Seller/Facility Owner:	[TBD]
Buyer:	Company
Resource Type:	[Wind, Solar, Geothermal, etc.]
Facility Name:	[TBD] (“Facility”)
Facility Size:	[●] MW AC
Customer’s Share of kWh and Green Tags:	[●] % [Estimated [____] MWh during first 12 months]
Product:	Renewable Energy and Green Tags
Expected COD:	[SCOD DATE]
Latest COD	[GCOD DATE]
Termination Date	[DATE]
Options	[Describe]
Price after COD:	\$(●) per MWh
Test Energy Price:	\$(●) per MWh

Point of Delivery:	[TBD]
Estimated Annual Production:	See Attachment 1
Scheduling and Curtailment Provisions:	[TBD]
Net Renewable Supply Charge:	\$[●] per MWh
System Facilities Capital Charge:	\$[●] per MWh
Timing and Performance Guarantees Provided by Seller and Associated Damages:	[TBD]
Credit Support:	[TBD]
Facility Contract Rights, Notices, Events of Default, Remedies, Termination	[TBD] [Edit/Adapt depending upon circumstances] 1. The Company shall use commercially reasonable efforts to enforce the terms of the Facility Contract for the benefit of Customer in a manner consistent with the Company's enforcement of the terms of other contracts between Company and other renewable energy providers. 2. Company shall use commercially reasonable efforts to collect or draw upon security for any damages owed by Facility Owner, including the Green Tags Price Component for any of Customer's share of Green Tags that are not delivered to Company by Facility, and shall pay 100% of the collected amount to Customer within 30 days of receipt, net of any internal and external costs, if any, reasonably incurred by Company. 3. As soon as practicable, but in any event within seven (7) days of receipt, Company shall provide Customer with copies of any notice or information received by it or delivered to it under the Facility Contract regarding any of the following;; final completion (Section ____); damages (Sections ____); non-compensable curtailment (Section ____); Green Tags (Section ____); compensable curtailment (Section ____; litigation (Section ____); security and credit support (Sections ____); invoices

	(Section ____); disputes (Section ____); transfer, assignment or change of control (Sections ____), default (Section ____), termination (Sections ____); force majeure (Section ____); and [others]. 4. As soon as practicable, but in any event within seven (7) days of its receipt of a request from Customer, Company shall (a) deliver to Customer any reports, records or other information received from Seller under the Facility Contract, or (b) request from Seller and deliver to Customer any documents or information that Company has a right to receive or request under the Facility Contract. Seller shall compensate Company for any incremental costs incurred by Company under the Facility Contract as a result of such requests by all Customers, prorated among requesting Customers. 5. So long as the RESC remains in effect, without the advance written consent of Customer Company shall not do any of the following with respect to the Facility, the Facility Contract or the Facility Owner: consent to any transfer or assignment of the Facility Contract or the membership interests in Facility Owner, enter into a lender's consent or estoppel certificate, extend the Guaranteed Commercial Operation Date, terminate the Facility Contract, consent to any amendment or material modification to the Facility Contract, release any security, or agree to a material modification of the equipment comprising the Facility as of the Effective Date 6. Customer may, in its sole discretion, elect to cure any payment default by Company under the Facility Contract. So that Customer may exercise this right, Company shall give written notice to Customer as soon as practicable after Company receives notice of such a default, but in no case later than the end of the cure period applicable to such default. 7. [Others, to be Negotiated]
Green Tags:	Company's monthly statement to Customer under the RESC will include the number of Green Tags generated during the Billing Period, including Green Tags associated with Test Energy prior to the Commercial Operation Date. Within ninety (90) days after Customer has paid Company's monthly statement relating to such Billing Period, or within the thirty (30) days following any Green Tags being made available in the WREGIS system, whichever is later, Company shall transfer to Customer WREGIS Certificates for all Green Tags associated with Customer's share of Green Tags from the Facility relating to such Billing Period. Company shall transfer all such Green Tags to Customer's WREGIS account in accordance with instructions from Customer and applicable WREGIS rules and requirements, as the same may be amended from time to time. Upon written request by Customer, Company shall retain the Green Tags in the Company's WREGIS account and retire them on Customer's behalf. Customer shall pay all costs incurred by Company in transferring Green Tags to Customer and/or retiring them on Customer's behalf.
Green Tag Price Component:	\$_____ per Green Tag (as stated in the Facility Contract).

Early Termination Payment	If the Customer no longer requires the supply provided by this Customer Renewable Resource, Customer may elect to terminate this Renewable Resource Appendix, subject to payment of the associated Contract Value, less any applicable Proceeds and Transfer Value, as those terms are defined in Exhibit [X] to the Renewable Energy Service Contract.
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IN WITNESS WHEREOF, the parties have executed this Renewable Resource Appendix on the respective dates specified below with effect as of the date set forth above.

ROCKY MOUNTAIN POWER

PARK CITY, UTAH

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Attachment 1
TO RENEWABLE RESOURCE APPENDIX

Estimated Annual Production and Cost of Renewable Supply

Year	Estimated Annual Production (MWh)	Cost of Renewable Supply (\$/kWh)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

EXHIBIT E

BILLING EXAMPLES

(See attached Excel file “RESC EXHIBIT E - Billing Example 11.15.19.xlsx”)

EXHIBIT F

CALCULATION OF EARLY TERMINATION PAYMENT

The Early Termination Payment payable to one Party (the “Payee”) by the other Party (the “Payer”) shall be equal to the sum of the Contract Values less any Proceeds and Transfer Values, each as determined at the time of termination, for every Customer Renewable Resource then in effect (“Early Termination Payment”). If the resulting amount is a positive number, Customer shall pay the amount to Company. If the resulting amount is a negative number, Company shall pay the absolute value of the amount to Customer. For the avoidance of doubt, the Parties intend that the Early Termination Payment should make the Company whole in the event of early termination.

The Company will calculate in good faith the Early Termination Payment in a commercially reasonable manner and will provide to Customer a statement (1) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying any Early Termination Payment payable and (3) giving details of the relevant account to which any amount payable to it is to be paid.

“**Contract Value**” means the following, as applicable: (1) If the Company elects not to terminate the Facility Contract or if the Facility Contract does not allow the Company to terminate it if this Agreement upon an early termination by the Customer, then the present values of the product, for each year (or portion thereof) in the then remaining term (determined without reference to the early termination), of (A) the quantity of Renewable Energy and Green Tags expected to be produced during such year (or portion thereof) from the Customer Renewable Resource times (B) the Total Cost of Renewable Supply for such energy and Green Tags for such year; or (2) If the Facility Contract gives the Company the right to terminate it upon an early termination of this Agreement by Customer and the Company elects to exercise that right, then the Customer’s share of the early termination payment that Company must pay to the Seller pursuant to the Facility Contract; or (3) If the Company is the Facility Owner, then the amount paid by Company to acquire ownership of a renewable energy facility that was the subject of a Renewable Energy Procurement. The present values of the monthly payments from their payment dates in the foregoing calculations shall be determined using a discount factor equal to the current yield for direct obligations of the United States Treasury with a maturity that is closest to, but not less than, the remaining Term of the Renewable Energy Service Contract.

“**Proceeds**” means payments and other benefits received by or credited to Company, including as a result of damages payments and insurance payments, in connection with the early termination of any power purchase agreement with the Facility Owner.

“**Transfer Value**” means: the Market Value of the Renewable Energy and Green Tags procured by Company under the power purchase agreement.

“**Market Value**” means the present values of the product, for each year (or portion thereof) in the then remaining term of the Facility Contract (determined without reference to the early termination of the Renewable Energy Service Contract), of (A) the quantity of Renewable Energy and Green Tags expected to be produced by the Customer Renewable Resource during such year (or portion thereof) times (B) the price at which Company, by its commercially reasonable efforts, is able to resell such Renewable Energy and Green Tags for such year. The present values of the monthly payments from their payment dates in the foregoing calculations shall be determined using a discount factor equal to the current yield for direct obligations of the

United States Treasury with a maturity that is closest to, but not less than, the remaining Term of the Renewable Energy Service Contract.

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Consideration of Call Up of an Application for a Conditional Use Permit for a Private Driveway in a Public Right-of-Way for 901 Woodside Avenue
(A) Discussion (B) Possible Action

Suggested Action:

Attachments:

[901 Woodside Avenue Staff Report](#)

City Council Staff Report



PLANNING DEPARTMENT

Subject: 901 Woodside Avenue – Construction of a Private Driveway within a Platted, Unbuilt City Street
Project #: PL-19-04142
Author: Caitlyn Barhorst
Date: November 21, 2019
Type of Item: Administrative – Conditional Use Permit

Summary Recommendations

Staff recommends that the City Council consider calling up the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street. A public hearing with full staff and Planning Commission materials would then be scheduled as soon as possible.

Description

Applicant: Jerry Fiat for 901 Woodside LLC, represented by Jonathan DeGray, Architect
Location: 901 Woodside Avenue
Designation: Landmark Historic Site
Zoning District: Historic Residential (HR-1) Zoning District
Adjacent Land Uses: Single-Family, Multi-Family, Commercial
Reason for Review: Conditional Use Permit applications are reviewed and approved by the Planning Commission

Background

For the project history, see the September 11, Planning Commission [Staff Report](#), page 137. At this meeting, the item was continued to September 25, 2019 ([Staff Report](#) page 3, and [Minutes](#) page 2). At the September 25, 2019 meeting, the item was continued to November 13, 2019. At the November 13 meeting, the Planning Commission deadlocked on a 3-3 vote, with chairperson John Phillips recused due to a conflict.

The applicant was given the option to stipulate to “denial” so he could appeal to the City Council, or continue the debate. He chose to take the denial. However, given the history of the application, staff recommends that the City Council call-up the application in accordance with Land Management Code section 15-1-18(K):

CITY COUNCIL CALL-UP. Within fifteen (15) calendar days of Final Action on any project, the City Council, on its own motion, may call up any Final Action taken by the Planning Commission or Planning Director for review by the Council. Call-ups involving City Development may be heard by the Board of Adjustment at the City Council’s request. The call-up shall require the majority vote of the Council. Notice of the call-up shall be given to the Chairman of the Commission and/or Planning Director by the

Recorder, together with the date set by the Council for consideration of the merits of the matter. The Recorder shall also provide notice as required by Sections 15-1 -12 and 15-1-18 (K) herein. In calling a matter up, the Council may limit the scope of the call-up hearing to certain issues. The City Council, with the consultation of the Applicant, shall set a date for the call-up. The City Recorder shall notify the Applicant of the call-up date. The City Recorder shall obtain the findings, and all other pertinent information and transmit them to the Council.

Proposal

The applicant is proposing the Construction of a Private Driveway within a Platted, Unbuilt City Street. The Historic District Design Review (HDDR) was reviewed and approved by the Historic Preservation Board (HPB) on August 7, 2019. The property at 901 Woodside Avenue is a Landmark Historic Site on the City's Historic Sites Inventory.

Through discussions with the Development Review Committee as well as the comments made at the previous Planning Commission meetings, the applicant updated the driveway proposal for the November 13 Planning Commission meeting. Staff also added additional conditions of approval proposed by the Planning Commission regarding signage, parking and landscaping.

The applicant is proposing to construct a pedestrian path leading to a staircase (to be continued up to Norfolk Avenue by the City). The paved and heated pedestrian path will be raised with a 6' (six inch) curb to distinguish the area from the driveway. In addition, there will be a landscaped partition at the street to further separate the pedestrian pathway from the driveway. The applicant is required to install a sign along Woodside indicating the pathway is for Public Access. There will be no parked cars allowed on the driveway as that would be obstructing the Right-of-Way access.

Consequences of not taking action on the Suggested Recommendation

The applicant would have to right to appeal to City Council.

Recommendation

Staff recommends that the City Council consider calling up the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street. A public hearing with full staff and Planning Commission materials would then be scheduled as soon as possible.

Exhibits

- Exhibit A: August 14, 2019 [Staff Report](#) page 400 and [Minutes](#) page 51
- Exhibit B: September 11, 2019 [Staff Report](#), page 137 and [Minutes](#) page 44
- Exhibit C: September 25, 2019 [Staff Report](#) page 3 and [Minutes](#) page 2
- Exhibit D: November 13, 2019 [Staff Report](#) page 107



Housing Authority Staff Report

Subject: National Ability Center Housing Mitigation Plan
Author: Jason Glidden, Affordable Housing Program
Date: November 21, 2019
Type of Item: Administrative

Summary Recommendation

On November 13, 2019, the Planning Commission reviewed the National Ability Center Housing Mitigation Plan (the **Plan**) that memorializes the affordable housing obligation generated by the National Ability Center Master Planned Development. The Commission conducted a public hearing and forwarded a positive recommendation for the Housing Authority's consideration. Staff recommends the Housing Authority review the Plan, hold a public hearing, and either approve or deny the Plan.

Background and Analysis

In accordance with [Park City Housing Resolution 03-2017](#), Master Planned Developments trigger a housing obligation of 15% of the number of residential units built and/or 20% of employees generated in commercial projects. The NAC MPD does not include any residential units. The NAC MPD expands the NAC campus with the following:

- A new Community and Programs Building;
- Expansion of Equestrian Center and Administrative building;
- A second lodge; and
- Various operational support buildings.

The NAC campus expansion triggers an affordable housing obligation of 9.04 Affordable Unit Equivalents, or 8,136 square feet based on use and employee generation. The employee generation analysis is included as an exhibit to the Housing Mitigation Plan (**Exhibit B**).

The Planning Commission reviewed [the initial NAC Housing Mitigation Plan proposal](#) when the Commission approved the NAC MPD on March 27, 2019. The Commission considered the following:

(A) The number of affordable units for the NAC MPD will be based on Housing Resolution 03-2017, which calculates the number of employees generated based on uses and square footage proposed under the NAC MPD.

(B) The deed restrictions will require a certain percentage of the NAC rentals (1) to be consistent with the NAC mission or for employee housing; (2) to prohibit nightly rentals; and (3) to cap rent at or below 45% of the Summit County Area Median Income.

The proposed Housing Mitigation Plan is consistent with the initial March 27, 2019, Housing Mitigation Plan submission:

- (1) Paragraph 1 establishes tenant qualifications and prioritizes affordable housing units for those who are employed with, training with, or providing or receiving services from the NAC.
- (2) Paragraph 3 requires that rental agreements be for at least 90 days for athletes-in-training, coaches, and seasonal interns, or for at least six months for full- or part-time employees. Nightly rentals will be specifically prohibited in the deed restrictions that will be recorded for each affordable unit.
- (3) Paragraph 2 requires that monthly rents for one-bedroom units be capped at 45% of the Summit County Area Median Income for a two-person household, and for two-bedroom units, to be capped at 45% of the Summit County Area Median Income for a three-person household.

On March 27, 2019, the Planning Commission approved the MPD for the National Ability Center ([staff report linked here](#), page 329) with the following Conditions (staff analysis shown in italics):

- Condition of Approval 7 requires that the Planning Commission review an Affordable Housing Mitigation Plan and that the Housing Authority approve the plan prior to issuance of any building permits for the lodge.

The Planning Commission reviewed the Affordable Housing Mitigation Plan on November 13, 2019, and forwarded a positive recommendation for the Housing Authority's consideration.

- Condition of Approval 8 requires that the Affordable Housing Mitigation Plan be recorded with the final ratified Development Agreement.

The Affordable Housing Mitigation Plan in a form approved by the Housing Authority will be attached as an exhibit to the Development Agreement that is scheduled to be presented to the Planning Commission for ratification on December 11, 2019.

- Condition of Approval 9 states that as a condition precedent to receiving a certificate of occupancy for the proposed lodge, the City shall be provided with proof of compliance with the approved Affordable Housing Mitigation Plan.

The proposed Housing Mitigation Plan contains an annual compliance affidavit that the NAC CEO will be required to submit to the City each year to confirm NAC compliance with the Housing Mitigation Plan and deed restrictions that protect the affordable units on the NAC campus. The NAC must comply with the Housing Mitigation Plan before the NAC may obtain the certificate of occupancy for the new lodge, which will be the final construction for the NAC MPD.

The NAC requests that the Housing Authority consider two exceptions outlined in Housing Resolution 03-2017: (1) a 50% reduction in required affordable housing units; and (2) a reduction in the 6-month affordable rental lease requirement. The NAC affordable housing statement is included as Exhibit A.

(1) A 50% reduction in required affordable housing units.

Housing Resolution 03-2017 Section 8(C) states that “[t]he City Council may reduce the base employee generation rate by up to fifty percent for uses that are ‘non-commercial or non-residential in nature, which provide educational, social or related services to the community and which are proposed by public agencies, nonprofit agencies, foundations and other similar organizations’ upon finding that the benefits/impacts of such Development as they relate to other general plan goals and/or action items outweigh the housing impacts.”

The affordable housing requirement for the NAC MPD pursuant to Housing Resolution 03-2017 totals 9.04 Affordable Unit Equivalents (AUEs), or 8,136 square feet at 900 square feet per AUE. As a nonprofit organization, NAC is requesting a 50% reduction in the housing obligation pursuant to Housing Resolution 03-2017 Section 8(C) for a total of 4.52 AUEs, or 4,068 square feet.

Planning Staff finds that the NAC contributes to the Park City General Plan Goal 9, Parks & Recreation: *Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors.* The NAC provides adaptive equipment, services, and programs so that all of the City’s residents and visitors may enjoy the City’s recreational opportunities.

(2) A reduction in the 6-month affordable rental lease requirement.

Housing Resolution 03-2017 Section 17(E) requires that, unless otherwise approved, the minimum lease for deed-restricted affordable units must be six months. NAC is requesting an exception from this requirement to provide qualified tenants participating in adaptive athletic training, coaches, or seasonal interns an option to rent for a period of 90 days.

Department Review

This report has been reviewed by the Community Development, Executive, Planning, and Legal Departments.

Funding Source

There is no funding source needed for this project.

Exhibits

Exhibit A – National Ability Center Affordable Housing Statement

Exhibit B – National Ability Center Affordable Housing Mitigation Plan

NAC has proposed a second “lodge” facility as part of the second phase of buildout of the master plan. This facility has only been conceptually designed at this stage but could have up to 35 units designed with living, kitchen, and bath facilities in each unit or small group of units designed specifically for Program Staff and seasonal-long internship housing. These longer stays will be directly attributable to current programmatic needs that are not well accommodated in the current dormitory style facility. For example, seasonal employees who need temporary housing of up to a 3 month stay, permanent employees who need transitional housing, coaches and athletes participating in NAC competition teams and programs that require seasonal housing, as well as the possibility of a few full time employees who may desire to live on campus year round. There are also a limited number of therapeutic partnership programs for veterans, those rehabbing injuries, seeking treatment for mental illnesses and other specific populations that require longer term housing in an accessible and controlled environment to ensure the success of their treatment modalities.

All of these potential unit occupants would fall under the category of either NAC Employee or NAC programmatic participant and, in the view of the NAC, **ALL** of the units that are eventually built and operated in this facility will be utilized by community members who will pay less than market rate rents and would otherwise create additional strain on a community rental housing market that is already short of inventory. In addition, many potential occupants would also have accessibility and other adaptive needs not likely to be well accommodated and designed for in existing or proposed for rent developments. Because all of the units constructed will be utilized for populations in need of affordable rental housing, and as is provided for in the Park City Municipal Affordable Housing ordinance 03-2017 Section 8c, the NAC proposes to request a 50% reduction in the amount of **deed restricted** square footage covered by the NAC Master Plan Housing Agreement to allow the NAC greater flexibility in utilizing the greatest number of constructed units to match the exact needs to their programs staff and participants with the minimum number of units required to be designed and restricted for year round or truly long term occupancy. In summary, there is a large need for the exact type of affordable rental housing the NAC is proposing to build, manage, and occupy and the NAC requests that the Park City Municipal Housing Authorities consider limiting the square footage under the most constraining use restrictions to that which is allowed by code under the non-profit reduction clause to preserve the NAC’s flexibility to meet the adaptive and always evolving needs of their amazing staff and participants.

AFFORDABLE HOUSING AGREEMENT

National Ability Center MPD

This Affordable Housing Agreement (“**Agreement**”) is dated effective the ____ day of December 2019 (“**Effective Date**”) by and between National Ability Center, a 501(c) non-profit entity (“**NAC**” or “**Developer**”) and Park City Municipal Corporation (“**the City**”), a Utah municipal corporation.

WITNESSETH:

WHEREAS, Developer has obtained approval for a Master Planned Development for an expansion to several program, administrative, and support buildings at their existing adaptive recreation campus at 1000 Ability Way in Park City, Utah, as evidenced by the Findings of Fact, Conclusions of Law, and Conditions of Approval of the Park City Planning Commission dated March 27, 2019, attached hereto as **Exhibit A** (“**NAC MPD**”); and

WHEREAS, a condition of the NAC MPD approval is that an Affordable Housing Mitigation Plan shall be reviewed by the Planning Commission and approved by the Park City Housing Authority prior to issuance of any building permits for the lodging building and any applicable deed restrictions shall be recorded according to the final approved Affordable Housing Mitigation Plan; and

WHEREAS, this Agreement sets forth priorities with respect to those who may occupy the restricted affordable units and that the housing be deed restricted in a manner approved by the City Housing Manager and City Attorney; and

WHEREAS, according to the employee demand calculation prepared by the City Housing Manager and based on the Park City Housing Resolution 03-2017, the total housing requirement for the NAC MPD is equal to 9.04 Affordable Unit Equivalents (“**AUEs**”) or 8,136 square feet at 900 square feet/AUE. The Developer requested a 50% reduction in the housing obligation as provided for nonprofit projects in the Housing Resolution, Section 8C. The reduced requirement is 4.52 AUEs or 4,068 square feet.

NOW THEREFORE in consideration of the terms and conditions set forth hereinafter it is agreed as follows:

1. **Tenant Qualifications**: It is the public policy of the City to house employees as close to the workplace as possible, thereby reducing traffic and congestion. Since Developer is providing on-site affordable housing, occupancy of such housing shall be on a priority basis as follows:

First Priority: Individuals and households meeting income limits at or below 80% AMI with at least one person employed by, training under the direction of, or providing or receiving services from the National Ability Center.

Second Priority: Individuals and households meeting income limits at or below 80% AMI with at least one person employed at a business located in Park City Municipal limits.

Third Priority: Individuals and households meeting income limits at or below 80% AMI and living within the Park City School District.

At the time of initial occupancy, Developer shall have forty-five (45) days to advertise and fill the affordable units with First Priority tenants. After this period, the Developer shall advertise for qualified tenants for a period of not less than fifteen (15) days and shall thereafter fill the units in accordance with the above priorities from the list of qualified tenants then available. Upon the occurrence of a vacancy, Developer shall review its wait list of qualified tenants and may advertise for qualified tenants if necessary to obtain a qualified tenant. If a qualified tenant for the First Priority is not located within sixty (60) days of a vacancy, Developer shall accept the next highest priority potential tenant available at that time.

If a qualified tenant's employment which gave them a priority is terminated, the developer may allow said tenant to continue to occupy the unit until the termination of their rental agreement. If there are no other potential qualified tenants available in the First or Second Priorities, Developer may renew the rental agreement for a term of not more than one (1) year. Upon a showing of undue hardship on an individual or household formerly employed by a business in the First or Second Priority and upon consent of the City, Developer may choose to renew a rental agreement for a term not to exceed one (1) additional year.

If a qualified tenant goes over the AMI threshold through promotion, marriage, or other life circumstance, Developer shall follow the "next available unit rule," which means that if a unit household's income increases to more than 120% of the AMI, the tenant may renew the lease for one (1) additional term not to exceed one (1) year. Tenants may stay in place indefinitely as long as the household income remains under 120% of the AMI.

2. Permitted Rents: Monthly rents for 1BR units shall not exceed rent for a two-person household earning 45% AMI for the Summit County region or for 2BR units shall not exceed rents for a three-person household earning 45% of the AMI for the Summit County region. All rents will be calculated using the AMI figures set annually by HUD. The permitted rental amount includes rent and utilities.
3. Permitted Term: Rental agreements with qualified tenants shall be for a term of no less than ninety (90) days for training adaptive athletes, their coaches, or seasonal interns OR six (6) months for full- or part-time employees notwithstanding that those employees finding permanent housing within six (6)

months will be allowed to break the lease so long as the unit is immediately made available to a new qualified tenant.

4. Reporting and Compliance: Developer shall provide an **Annual Compliance Affidavit (Exhibit C)** and rent roll showing each tenant's name, unit occupied, rent charged, household gross income, name and location of employment, term of lease and other information related to eligibility requested by the City annually. The City shall have the right to audit Developer's tenant files at least annually upon fourteen (14) days advanced written notice to Developer.
5. Square Footage: Per the Housing Resolution 03-2017, an Affordable Unit Equivalent equals 900 square feet. Each apartment unit shall be a minimum square footage of 200 square feet.
6. Assignment of Units: As outlined in the **Employee Generation Analysis (Exhibit B)**, the housing requirement for the development totals 9.04 AUEs or 8,136 square feet. With the 50% nonprofit reduction in the requirement, the total obligation is 4 AUEs or 4,068 square feet. The Developer agrees to meet this obligation utilizing restricted affordable rental units in two phases with one (1) unit and accompanying common area totaling 750 square feet assigned for restriction as of the execution of this Agreement and an additional four (4) AUEs assigned and restricted at such time as the NAC's second Lodge building receives a Certificate of Occupancy.

Phase I - Whereas the existing NAC Lodge Manager Unit contains 524 square feet of bedroom / bath area, but also has unrestricted access to 226 square feet within an existing shared 2,739 square feet of common dining, kitchen, and multipurpose space, for a total of 750 square feet total in Phase 1.

Phase II - the Second NAC Lodge will be required to contribute 4 AUEs / 3,318 square feet of restricted affordable rental unit occupancy space. This commitment will be satisfied by restricting standalone 1BR or 2 BR units designed and constructed specifically to meet the requirements of Housing Resolution 03-2017. Room numbers assigned to meet the obligations of this Agreement will be specified by the NAC prior to Certificate of Occupancy for the Phase II Lodge Building and will be further documented in the NAC's Annual Housing Report to the City, including all required documentation of the rooms assigned and the income qualifications of the residents of those rooms. Developer will provide the City Housing Development Manager with construction drawings prior to requesting Certificate of Occupancy for the second Lodge Building that specifies whether deed restricted units will be 1BR, 2BR, or a mixture of both, including exact unit numbers, area calculations, and floor plan layouts.

7. Parking: Each apartment unit shall be entitled to one parking stall, provided, however that this requirement may be waived where the renter stipulates in the

rental agreement for that unit that the renter will at no time park their vehicle on the NAC Campus and will use NAC shuttles or other alternative modes of transportation during their occupancy period.

8. Term: The term of this Agreement shall be for 50 years from the date of the issuance of the Certificate of Occupancy for the affordable apartments. Upon the expiration of the initial fifty (50) year term, or any subsequent term, the City shall have six (6) months in which to determine that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.
9. Recordation of Agreement: Upon execution, this Agreement shall be recorded in the office of the Recorder of Summit County.
10. Notices: All notices required under this Agreement shall be sent to:

Developer

National Ability Center
1000 Ability Way
Park City, Utah 84060
ATTN: Lodge Manager

The City

Park City Municipal Corporation
445 Marsac Ave
Park City, Utah 84060
ATTN: Housing Manager

or such addresses as the parties from time-to-time shall change by written notification to the other.

11. Entire Agreement: This Agreement represents the entire agreement between the parties and shall only be amended or modified by a written agreement signed by the parties hereto.
12. Binding Agreement: This Agreement shall be binding upon the successors and assigns of the parties hereto. The City shall have the right to change its designee from the City to another designee upon thirty (30) days advanced written notice to Developer.

IN WITNESS WHEREOF the parties have cause for this Agreement to be executed as of the date hereof.

OWNER/DEVELOPER:

National Ability Center
a 501(c) nonprofit entity

By: _____
Kevin Stickelman
Title: CEO

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of December, 2019, by Kevin Stickelman in his capacity as the CEO of the National Ability Center, a 501(c) nonprofit entity.

NOTARY PUBLIC

My Commission Expires:

Residing at:

CITY:

PARK CITY MUNICIPAL CORPORATION,
a municipal corporation of the State of Utah

By: _____
Name: Andy Beerman
Title: Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of December, 2019, by Andy Beerman, in such person's capacity as the Mayor of Park City Municipal Corporation.

NOTARY PUBLIC

My Commission Expires:

Residing at:

EXHIBIT A

(NAC MPD Findings of Fact, Conclusions of Law, and Conditions of Approval)



March 29, 2019

Jon Serio
National Ability Center
1000 Ability Way
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-16-03036
<u>Address</u>	1000 Ability Way
<u>Description</u>	Master Planned Development
<u>Action Taken</u>	Approved with conditions
<u>Date of Action</u>	March 27, 2019

On March 27, 2019, the Park City Planning Commission called a meeting to order, a quorum was established, a public meeting was held and the Planning Commission approved your application. The Commission voted to amend condition #24 to include additional information to be submitted with a parking study at the time of submittal of the Conditional Use Permit for the new lodging building. The Commission approved the NAC Master Planned Development based on the following findings of fact, conclusions of law, and amended conditions of approval:

Findings of Fact

1. The property is located at 1000 Ability Way and is within the Recreation Open Space Master Planned Development (ROS-MPD) Zoning District.
2. Access to the property is from Round Valley Drive and Gillmor Way, public streets, and Ability Way. Ability Way is public to the NAC property line and private within the NAC property. No new streets are proposed.
3. The property is located in the Quinn's Junction neighborhood of Park City and is identified as Lot 1 of the National Ability Center Subdivision.
4. In the mid-1990s, the parcel was deeded to the NAC by Florence Gillmor and restricted to adaptive recreational programs, including equestrian, fitness, therapy and various related and complementary recreational activity facilities.
5. The 26.2 acre parcel was annexed to Park City in 2004 as part of the National Ability Center and Quinn's Recreation Complex Annexation and MPD.
6. The National Ability Center is a non-profit organization specializing in community sports, recreation, therapy, and education programming.
7. In July of 1999, prior to annexation, the property received approval of a Specially Planned Area (SPA) from Summit County, which is a similar to a Master Planned

Development (MPD) in the City.

8. The NAC Specially Planned Area (SPA) and CUP allowed for development of various uses and buildings (50,750 sf), including 20,500 sf equestrian center (17,000 sf equestrian arena and 3,500 sf of barns/stalls), an outdoor challenge/ropes course, a playground and outdoor activity area, an outdoor equestrian arena, an archery pavilion, a gazebo, various barns/stalls and storage buildings, 21,000 sf of residential dormitory/lodging uses with 25 rooms on two levels, 7,570 sf support administrative building, a possible future swimming pool, and 121 parking spaces.
9. A July 15, 1999, Development and Water Service Agreement between NAC and the City was entered into prior to the annexation. The Agreement describes conditions of water service and the need to transfer and convert a water right. The change application was filed with the State Engineer on February 12, 2019 and is pending review.
10. A new water agreement, updating requirements and conditions for water service, will be included as an attachment to the NAC MPD Development Agreement to be ratified by the Planning Commission prior to recordation.
11. On October 21, 2004, the Park City Council adopted Ordinance #04-50 to amend the Park City Zoning Map to include the annexed NAC parcel into the ROS-MPD District.
12. The ROS zone allows for a variety of conservation, open space, and recreation uses.
13. The proposed uses are support uses to the primary use of the National Ability Center and are consistent with the purpose and uses of the ROS District and in support of the mission of the NAC.
14. The NAC is located in the Quinn's Junction neighborhood, as described in the Park City General Plan.
15. The Joint Planning Principles for the Quinn's Junction area recommend development patterns of clustered development balanced with preservation of open space. Public preserved open space and recreation is the predominant existing land use. Clustered development should be designed to enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas. New development should be set back in compliance with the Entry Corridor Protection Overlay. Sensitive Lands should be considered in design and protected. Uses contemplated for this neighborhood include institutional development limited to hospital, educational facilities, recreation, sports training, arts, cultural heritage, etc.
16. On September 2, 2014, the applicant submitted a pre-MPD application for proposed additions to the NAC. On December 10, 2014, the Planning Commission held a public hearing, discussed and approved the pre-MPD application and found the proposal to be in compliance with the General Plan and underlying zoning district. The MPD is consistent with the Pre-MPD and meets the goals and objectives of the General Plan as further outlined in the staff report.
17. On January 26, 2016, the City received an application for a Master Planned Development (MPD) identifying and approving an MPD concept site plan, uses and density for the 26.2 acre National Ability Center campus consistent with the pre-MPD.
18. Between February 2016 and October 2017, the applicant worked on getting the subdivision plat approved and recorded and worked to address staff's comments regarding water service, as it relates to a July 15, 1999 Development and Water Service Agreement, as well as on a housing mitigation strategy.
19. The National Ability Center (NAC) Subdivision plat was approved by City Council on July 21, 2016 and recorded at Summit County on March 28, 2017.
20. On November 29, 2017, the Planning Commission approved a Conditional Use Permit for the following (29,818 sf total):
 - Indoor Equestrian Arena additions (10,910 sf)

- Program Services building addition (1,250 sf) and climbing wall (377 sf)
 - Community and Programs building (new) (4,962 sf)
 - Recreation Center/gymnasium (new) (7,613 sf)
 - Cycling Center (storage addition) (783 sf)
 - Archery Pavilion and Range (relocated)
 - Camping (new) - 3 recreational cabins (444 sf each), 6 graded tent sites, 3 yurt platforms and 1 restroom building (2,274 sf total)
 - Greenhouse and gardening area (new) (400 sf)
 - Maintenance shop and storage (additions) (1,250 sf)
 - Additional parking (104 spaces), snow storage and landscaping
21. The NAC MPD memorializes existing uses (49,707 sf) approved through a Specially Planned Area (SPA) (Exhibit Q) and Conditional Use Permit (CUP) by Summit County prior to annexation of the site into Park City (50,750 sf were approved), as well as uses approved through a CUP by the Planning Commission in November of 2017 (29,819 sf) (Exhibit S). The MPD also includes a future three story lodging building (22,266 sf) consisting of 25 suites with 13 lockouts (38 keys). The MPD also includes an additional 1,122 sf for the equestrian center and 332 sf to the recreation building that were not counted in the square footages approved with the 2017 CUP.
 22. A total of 103,246 sf are included in the NAC MPD including administration and programs (13,865 sf), indoor recreation and equestrian center (36,853 sf), lodging (36,567 sf) as well as accessory support uses and storage (15,961 sf). A swimming pool is not included in this MPD approval. Accessory and support uses include barn/stables, camping cabins/yurts/tent platforms, maintenance shop, Nordic center yurt, gardening center and greenhouse and cycling center.
 23. The lot is sufficient in area for the proposed uses.
 24. The plans indicate that 78% of the site will remain as open space. This area includes all pervious areas such as horse pastures, outdoor arenas, landscaped common areas, campground area (excluding buildings), challenge course, and other outdoor recreation activity areas and includes the hardscaped patio area west of the program services building.
 25. The proposed building location minimizes grading. Buildings are grouped on the site, providing greater expanses of open space and separation of activities. Specific site plans, as well as landscaping and exterior lighting details, will be provided with the future lodging building CUP and building permits.
 26. The proposed landscape plans indicate compliance criteria to maintain native vegetation and plant appropriate drought tolerant species that require limited irrigation. Prior to issuance of building permits a final landscape and irrigation plan, and an exterior lighting plan, will be reviewed by Planning Department staff for compliance with the MPD landscape plans. Additional landscaping and lighting plans will be submitted for review as part of the Conditional Use Permit applications for the new lodging building and parking lot expansion. Parking lot lighting is noted to be down directed with cut-off fixtures and will be on a clock timer to be able to reduce overall lighting when use of parking lots is reduced.
 27. The MPD is proposed to be developed in two primary phases. Phase 1 is identified as additions to the program services building and indoor equestrian center, a new indoor recreation building, a new community and programs building, additional storage and maintenance areas as well as various outdoor uses and phased parking and landscaping. Phase 1 is essentially the additions, buildings and uses approved with the 2017 CUP to be constructed within the next 1 to 5 years. Phase II consists of the proposed 3 story lodging building. Phase II is projected to begin by 2024, upon

completion of Phase I.

28. Proposed uses are consistent with the uses allowed by the National Ability Center MPD (SPA) and the LMC, as support uses to the primary use as a Public and Quasi-Public Institution and as a Private Recreation Facility.
29. A traffic study (Hales Engineering, November 2015) was provided by the applicant and reviewed with the 2017 CUP indicating that study intersections are anticipated to continue operating at acceptable levels of service. Capacity of existing streets can handle anticipated normal traffic, however during special events and activities additional traffic enforcement and Special Event permits maybe required.
30. The 2017 CUP approved 104 additional parking spaces to provide a total of 225 spaces for the entire site (there are currently 121 spaces). Staff reviewed a 32% reduction as uses of the NAC overlap and NAC participants use multiple buildings per visit. Parking reductions are consistent with transportation goals and the General Plan. Parking will be phased with construction of elements of the CUP and MPD.
31. Staff recommends an updated parking study be submitted with the CUP for the future lodging building and if additional parking is recommended, it will be reviewed with the future lodging building CUP.
32. The final parking layout will be reviewed at the time of building permit review to ensure compliance with the LMC regarding interior and perimeter landscaping, lighting, and use of landscaped islands to break up expanses of parking. Lighting is proposed to be sharp cut-off and on a time clock to allow the NAC to reduce lighting when not in use.
33. Utilities necessary for this use are available at or near the site.
34. The proposed additions and uses have been reviewed for potential interference with access routes for emergency vehicles. Fire District has reviewed and approved the emergency access routes and final Fire District approval of building plans is required prior to building permit issuance.
35. Existing internal vehicular and pedestrian circulation systems will be modified and enhanced by this project to provide accessible routes and connections to surrounding City open space, trails and recreation amenities, as well as to public transit routes (currently dial-a-ride service).
36. No outdoor storage of goods or mechanical/utility equipment is proposed or allowed onsite.
37. Impacts of the adaptive camping tents site, cabins, and connected trail system on the open space are proposed to be mitigated by limiting the number and size of the tent platforms and cabins, by installing natural pathways (not concrete or asphalt) where accessibility issue allow, and by minimizing grading and vegetation disturbance. LOD fencing will be installed prior to building permit issuance to contain disturbance for all construction sites. Any exterior lighting will be subdued, fully shielded and down directed.
38. Additions to the Arena and Program Services buildings are located in areas that are already disturbed with pavement and hardscape. The proposed recreation building will impact an area that has been previously disturbed and re-seeded.
39. No signs are proposed at this time and sign permits are required prior to installation of new signs.
40. Exterior lighting fixtures will be reviewed at the time of building permit review for compliance with the City's lighting ordinances.
41. The MPD area contains wetlands and streams and a wetlands delineation report was included with the application. The plans demonstrate that the required fifty foot buffer from delineated wetlands and streams can be met. Storm water plans are required to be submitted with all building permit applications and conditions of approval note requirements for MS4 plans. Wetlands will be protected during construction as required

by the Building Department and Construction Mitigation Plans. Wetlands delineations are valid for a five year period when applying for a general permit to the Army Corps of Engineers.

42. There are no known physical mine hazards, historic mine waste, or historic structures on the site.
43. The site is not within the Park City Soils Ordinance boundary.
44. A construction mitigation plan will be provided with all building permits and will consider the safety of NAC participants, in addition to all standard requirements.
45. An affordable housing mitigation plan is being drafted by the Applicant and will be submitted to the City's Housing Department. The plan will be presented to the Planning Commission for review and then forwarded to the Park City Housing Authority for review and approval. An approved housing mitigation plan will be an attachment to the Development Agreement at the time of Planning Commission ratification and recordation.
46. The Development Agreement will address specific requirements of the City's Water Department regarding water rights, impact fees, timing, etc.
47. The Development Agreement requires Planning Commission ratification, City Council approval and recordation at Summit County.
48. The proposed mass and scale of buildings and additions, as well as the architectural design, materials, and colors are consistent with existing buildings on the property and in the surrounding area.
49. Proposed buildings and additions are setback more than 25' from all property lines.
50. The MPD proposes a future three story lodging building with a pitched roof at a maximum building height of 45 feet (to the ridge).
51. An addition to the Program Services Building, for expansion of the climbing wall, was approved with the 2017 CUP to maintain the height exception allowed by the Specially Planned Area approvals (43'4" in height from existing grade).
52. All other additions and structures will not exceed the maximum zone height of 28' with LMC height exceptions permitted for pitched roofs, mechanical, elevators, etc.
53. The height exception is requested to minimize building footprint; reduce overall site disturbance; and provide variation in height, massing, and architectural interest.
54. The height request does not increase allowed density in that there is sufficient lot area to accommodate the lodging expansion floor area over a greater footprint and stay within the 33' allowed building height.
55. Potential problems on neighboring property (City Open Space) caused by shadows, loss of solar Access, and loss or air circulation are mitigated by increased building setbacks and orientation of the proposed building. There are no adjacent structures within close proximity to the property lines. The lodge building is shown with a 125' setback to the property line. At the time of CUP review setbacks to adjacent City property may be adjusted provided that plans demonstrate impacts on adjacent City property, due to shadows, noise and nuisances, can be mitigated.
56. Proposed open space of 78% is greater than the minimum of 60% and the three story design results in additional usable open space on the site.
57. Final design of the lodge building is subject to Planning Commission approval during review of the CUP, at which time the design will be reviewed for compliance with Chapter 5, Architectural Guidelines, including architectural design, exterior materials, façade variation and landscaping requirements.
58. The applicant stipulates to the conditions of approval.
59. The property was posted and notice posted, published and mailed to property owners within 300' as required by the Land Management Code.
60. The findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The MPD, as conditioned, is consistent with the Park City General Plan and Recreation Open Space (ROS-MPD) zoning.
2. The MPD, as conditioned meets required conclusions of law of LMC Section 15-6-6) as stated below:
 - A. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
 - B. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein;
 - C. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;
 - D. The MPD, as conditioned, strengthens and enhances the resort character of Park City;
 - E. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
 - F. The MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
 - G. The MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities;
 - H. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
 - I. The MPD, as conditioned, meets the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site;
 - J. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and
 - K. The MPD has been noticed and public hearing held in accordance with this Code.
 - L. The MPD, as conditioned, incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application.
 - M. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
 - N. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.
 - O. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.

Conditions of Approval

1. All standard project conditions shall apply.
2. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall consider the safety of NAC participants. The CMP shall be updated as necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and

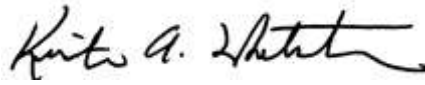
recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control. Storm-water management and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service.

3. A storm water run-off and drainage plan shall be submitted with building permit applications and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage shall not exceed predevelopment drainage conditions and special consideration shall be made to protect any wetlands delineated on and adjacent to the site. This development is part of a common development that is greater than one (1) acre. This development shall meet the MS4 storm water requirements.
4. Final utility plans, consistent with utility plans reviewed by the Planning Commission during the MPD and CUP review, shall be submitted with building permit applications.
5. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping.
6. Snyderville Basin Water Reclamation District's review and approval of building permits and utility plans for conformance with the District's standards for review, is a condition precedent to building permit issuance.
7. An Affordable Housing Mitigation Plan shall be reviewed by the Planning Commission and approved by the Park City Housing Authority prior to issuance of any building permits for the lodging building and any applicable deed restrictions shall be recorded according to the final approved Affordable Housing Mitigation Plan.
8. The Affordable Housing Mitigation Plan shall be recorded with the final ratified Development Agreement.
9. As a condition precedent to receiving a certificate of occupancy for the proposed lodging building, the City shall be provided with proof of compliance with the approved Affordable Housing Mitigation Plan.
10. A master sign plan for the project shall be submitted, reviewed for compliance with the Park City Sign Code, and approved by the City, as a condition precedent to issuance of any new sign permits.
11. Once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement. The Development Agreement must be submitted to the Planning Department for ratification by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.
12. Approval of this Master Planned Development is subject to LMC Chapter 6- Master Planned Developments and shall expire two years from the date of execution of the Development Agreement or as further conditioned by the Development Agreement, unless Construction, as defined by the Uniform Building Code, has commenced on the project.
13. Vegetation and landscaping will be planted in such a manner that screening of adjacent properties is to be consistent with approved landscape plans. The applicant recognizes that the City Engineer has final authority on landscape placement in any required easement areas.
14. The access road is private to the NAC property line and is maintained by the property owner. From the property line to Gillmor Way the road is public.

15. Any changes to Ability Way shall be approved by the City Engineer, including specifications such as final grade, width, pavement depth, materials, signs, and storm drainage.
16. Access to public trails on City Open Space shall be maintained in coordination with the Park City Open Space and Trails Manager/Department consistent with the Park City Trails Master Plan. Any new access points shall be coordinated with Park City Open Space and Trails Manager/Department.
17. The proposal shall comply with Architectural Design Guidelines outlined in LMC § 15-5-5 which includes prohibited architectural styles and motifs, prohibited siding materials, design ornamentation, number of exterior wall materials, roofing materials, roof shapes, solar panels and skylights, window treatments, Lighting, trash and recycling enclosures, mechanical equipment, patios and driveways, and landscaping. Materials color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission during approval of the Conditional Use Permit on November 29, 2017 and with plans to be reviewed with the future Conditional Use Permit for the new lodging building.
18. The proposal shall comply with the trash storage and collection parameters with the language outlined in LMC § 15-5-5(G).
19. A final water efficient landscape and irrigation plan that indicates required storm water facilities and snow storage areas, and that meets the defensible space requirements shall be submitted with building permit applications for approval by the Planning, Building, and Engineering Department.
20. All noxious weeds, as identified by Summit County, shall be removed from the Property in accordance with the Summit County Weed Ordinance prior to issuance of final Certificate of Occupancy for the Lodging Building.
21. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.
22. Best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application shall be incorporated into all plans submitted for building permits.
23. At the time of CUP review of the lodge building, setbacks to the adjacent City property may be adjusted provided that plans demonstrate impacts on the adjacent City property, due to shadows, noise and nuisances, can be mitigated.
24. An updated parking study of actual operational trips and parking demand shall be submitted with the CUP for the future lodging building and if additional parking is recommended, it shall be reviewed with the future lodging building CUP.
25. Ten (10) bikes shall be accommodated with bike racks to be installed prior to issuance of the first certificate of occupancy.
26. Prior to issuance of a building permit for development impacting wetlands or the associated buffer areas, an updated wetlands delineation shall be conducted and presented to the City for review.
27. The Water Agreement shall be recorded with the final ratified Development Agreement.
28. All future development, including CUPs and building permit applications shall comply with terms of the recorded Development Agreement and Water Agreement.

If you have questions regarding your project or the action taken please feel free to contact me at (435) 615-5066 or kirsten@parkcity.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirsten A. Whetstone". The signature is fluid and cursive, with a long horizontal flourish at the end.

Kirsten Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060

EXHIBIT B (Employee Generation Analysis)

ESTIMATED HOUSING REQUIREMENT

PROJECT: National Ability Center

[HOUSING RESOLUTION: 03-17](#)

PROGRAM AREA	PROPOSED SQ FT ADDITION	HOUSING REQUIREMENT	EMPLOYEE GENERATION	20% OF EMPLOYEE GENERATION
Camping Yurts (3)	942	0	1.8	0
Community and Programs Building	4962	2.3 per 1000 sq ft	11.41	2.28
Cycling Center	783	0	0.00	0
Equestrian Center	12032	2.3 per 1000 sq ft	27.67	5.53
Greenhouse	400	0	0.00	0
Hay Storage Building	0	0	0.00	0
Horse Stables	0	0	0.00	0
Lodge - Existing	0	0	0.00	0
Lodge - Proposed	22266	.6 per room	22.80	4.56
Nortic Services Yurt	0	0	0.00	0
Program Services Building	1627	3.7 per 1000 sq ft	6.02	1.20
Ranch Maintenance Shop	1250	0	0.00	0
Recreational Cabins (3)	7945	0	1.80	0
Storage Sheds	0	0	0.00	0
Tractor Shed	0	0	0.00	0
	52207		71.51	13.58

SUMMARY

PARCEL	HOUSING REQUIREMENT (UNITS)	SQUARE FOOTAGE (900 SQ FT PER UNIT)
Education	5.20	4680
Professional Services	0.80	722.388
Lodging	3.04	2736

EXHIBIT C
(Annual Compliance Affidavit)

**Park City Affordable Housing Affidavit
National Ability Center Affordable Units**



State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ [name of
Notary before whom affidavit is sworn], on this _____ [day of month] day of
_____, [month], 20____, personally appeared _____
[name of affiant], known to me to be a credible person and the Chief Executive Officer of
National Ability Center, who being by me first duly sworn, on _____ [his or her] oath,
deposes and says:

I currently am the Chief Executive Officer of National Ability Center at 1000 Ability Way in Park City, Utah, which contains deed-restricted units to preserve affordability. I am fully aware of the Affordable Housing Agreement (Agreement) the National Ability Center entered into with Park City Municipal Corporation as a requirement of the National Ability Center Master Planned Development (MPD) and the affordable housing restrictions required as part of the MPD and Agreement. To the best of my knowledge, National Ability Center is in compliance with the Affordable Housing Agreement and Deed Restrictions for affordable units on the National Ability Campus. I verify that the attached document containing each affordable unit, tenant, rent charged, household gross income, name and location of tenant employment, and term of lease is current and accurate and the National Ability Campus is in compliance with the Agreement and the Deed Restrictions.

[signature of affiant]

[printed name of affiant]

[phone]

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

[email address]

Subscribed and sworn to before me, this _____ [day of month] day of _____ [month],
20____.

[Notary Seal]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060.
Forms may also be emailed to rhoda.stauffer@parkcity.org or faxed to 435-858-0019.

Council Agenda Item Report

Meeting Date: November 21, 2019

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: HA

Agenda Section:

Subject:

Consideration to Approve the Second Amendment to the Kings Crown Affordable Housing Mitigation Plan
(A) Public Hearing (B) Action

Suggested Action:

Review, public hearing and approve Staff Recommendation

Attachments:

[Kings Crown Amended Housing Mitigation Plan Staff Report](#)

[Exhibit A: Draft Kings Crown Mitigation Plan Amendment](#)

[Exhibit B: Kings Crown Site Plan](#)

[Exhibit C: Building B floor plan](#)



Housing Authority Staff Report

Subject: Kings Crown 2nd Amendment to Housing Mitigation Plan
Author: Rhoda J. Stauffer, Affordable Housing Program
Date: November 21, 2019
Type of Item: Administrative

Summary Recommendation

Staff recommends that the Housing Authority review the proposed second amendment to the Kings Crown Housing Mitigation Plan, hold a public hearing, and approve the amendment in fulfillment of the affordable housing obligation generated by the Kings Crown at Park City project

Background and Analysis

In accordance with [Park City Housing Resolution 03-2017](#) (linked here), development agreements resulting from MPDs trigger a housing obligation of 15% of the number of residential units built and/or 20% of employees generated in commercial projects. This project does not have any commercial units. The Applicant is developing Kings Crown at Park City, a project that is entirely residential, 59 market residential units, including:

- 26 Condominiums in three buildings;
- 7 townhomes; and
- 27 single family lots.

On January 10, 2018, the Park City Planning Commission approved the MPD for the Kings Crown at Park City project ([staff report linked here](#), page 354) and entered into a [Development Agreement](#) which was ratified by the Planning Commission on June 13 and recorded on June 14, 2018. On August 8, 2018, Park City Planning Commission forwarded a positive recommendation and on August 30, the Park City Housing Authority approved a Housing Mitigation Plan proposed by CRH Partners, LLC which not only meets the housing obligation with seven (7) affordable units, but goes beyond the requirement by providing eight (8) attainable units priced affordable to 150% of AMI. The Action Letter verifying the approval is [attached here](#).

On May 29, 2019, the Applicant received approval to amend the Housing Mitigation Plan to remove income limits for the remaining attainable units which have been difficult to sell and added an affordable unit to one of the market condominium buildings. The total number of residential units increased in Building B resulting in an additional unit obligation. Unit #B101 in Building B was approved to be platted as common space for the intention of renting to a grounds employee or general manager of the market condo units. Please find the Action Letter verifying the amendment approval [attached here](#).

Request to change how rental unit B101 is platted

The Applicant submitted a request to change how the AUE in Building B is platted (Unit # B101). The Applicant proposes that rather than plat it as Common Area, it would be a

private unit. The unit remains a 717 SF, one (1) bedroom unit on-site and rented as an affordable unit for on-site employees such as a building manager, grounds keeper or maintenance staff. The unit will be deed restricted in accordance with Housing Resolution 03-2017 which requires that rent be affordable to households at 45% of AMI. Rent will be limited to \$988 in 2019 (a household of two at 45% of AMI is equal to \$39,528) and shall be inclusive of HOA fees. As a private unit, the affordability shall also be protected within the CCRs by language establishing the par value for unit B101 at 25% that of the market units. Voting and assessments (monthly HOA dues & special assessments) will equal $\frac{1}{4}$ the par value of all other units within the building.

Changing the unit from Common Area to Private Area allows for rental flexibility and the ability for the unit to be sold in the future. If the HOA isn't able to find employees needing or wanting to rent the AUE, the unit could be rented to a qualified applicant that is not employed through the HOA. It would also allow for the unit to be sold to another private entity. The deed restrictions would remain through any sale of the unit. Restrictions will continue to state how the unit is leased, and what the rental rates can be set at, protecting the unit's long term affordability. In addition, the CC&Rs protect the AUE from increased HOA costs. An example is in Empire Pass where the Montage purchased three AUEs in the nearby Arrowleaf Lodge and now leases them to Montage employees in accordance with the deed restrictions.

Department Review

This report has been reviewed by the Community Development and Executive departments and the City Attorney's Office

Funding Source

There is no funding source needed for this project.

Attachments

- Exhibit A – Draft Agreement for amended Kings Crown Affordable Housing Mitigation Plan
- Exhibit B – Project [Site Plans](#) linked here
- Exhibit C – Building B Floor Plan identifying the AUE

SECOND AMENDED AFFORDABLE HOUSING MITIGATION PLAN FOR THE KINGS CROWN PROJECT FINDINGS OF FACT, CONCLUSIONS OF LAW AND CONDITIONS OF APPROVAL

WHEREAS, the owners of the Kings Crown Project located on Lowell Avenue has a total housing obligation of 9,175 SF equaling 10.17 AUEs.

WHEREAS, a Housing Mitigation Plan was approved on August 30, 2018 by City Council to the construction of a 17-unit building, Building A, that would provide seven Affordable units priced affordable to households earning an average of 76% of AMI and eight Attainable units priced affordable to households at 150% of AMI.

WHEREAS, an amendment was approved to the Housing Mitigation Plan on May 29, 2019 adding another AUE to Building B to meet an increase in the number of residential units due to a change in design. The amendment also lifted the income limits for the remaining Attainable units which hadn't sold after 10 months of advertising.

NOW, THEREFORE, the Housing Authority of Park City, Utah hereby approves the 2nd Amendment to the Housing Mitigation Plan as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Housing Mitigation Plan submitted by the Applicant is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The applicable Development Agreement was recorded June 14, 2018 for the Kings Crown Master Planned Development (MPD).
2. Housing Resolution 03-2017 Section 8 requires that affordable housing shall be provided equal to 15% of the market residential units in an MPD. The total residential units proposed in the MPD are fifty-nine (59), 15% equals 8.85 Affordable Unit Equivalents (AUEs) totaling 7965 SF. This requirement is met by providing 9.38 AUEs (8438 SF) of affordable housing averaging less than 80% of AMI. Each AUE is measured as 900 square feet of interior space.
3. The Housing Mitigation Plan was recommended for approval by the Planning Commission to the Park City Housing Authority on August 8, 2018. The
4. Applicant proposes to build:
 - a. 7721 SF of affordable housing comprised of seven (7) two and three bedroom units varying in size from 997 SF to 1,377 SF all within one building;
 - b. eight (8) attainable units (150% AMI, HUD Income Limits) in the same Building A as the affordable units listed in item a. above; and
 - c. One (1) unit of 717 SF will be included in Building B.
5. The Applicant proposes to price the seven affordable units at an average household AMI of 76% (\$57,834 to \$85,680 annual household income based on the Resolution definition of household size) and the remaining eight units

attainable to 150% of AMI depending on HUD defined household size (\$128,520 to \$219,600 annual household income).

6. The Applicant proposes to plat the 717 SF one-bedroom unit in Building B (B101) a private unit and set rent affordable to a household at 45% of AMI.
7. Under Section 9 of the Housing Resolution, Applicant is requesting to use Alternative Distribution Ratios so that instead of building 4 townhomes, 1 single family home and 3.5 condominiums, they build 16 affordable/attainable Units in two buildings.
8. Housing Resolution 03-2017 allows for waivers by the Housing Authority.
9. The Applicant has requested the Housing Authority waive pursuant to Section 19 of Housing Resolution 03-2017 requirements related to construction timing and delivery of the affordable housing units, specifically Sections 11 (Timing of Occupancy) which states that the affordable units must be delivered in proportional timing to the market units & 14A (Construction of Market Units) which states that Affordable units shall be made available for occupancy on approximately the same schedule as a project's market units; except that Certificates of Occupancy ... for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the inclusionary units.
10. The waiver provision states that the City Council may waive all or part of the requirements of this Resolution in exchange for enhanced project affordability or livability including but not limited to the incorporation of sustainable building practices and systems in the unit design and development.
11. Applicant proposes 8 additional attainable units in order to enhance project affordability, pricing the affordable units with an overall average of 76% of AMI.
12. The Applicant will build the affordable/attainable building to green building standards in compliance with Section 9.B.5 of Housing Resolution 03-2017.
13. In addition, in order to meet the spirit of the housing resolution timing requirements, applicant proposes that:
 - a. CRH will post a Performance Bond in an amount equal to the construction cost and in a form acceptable to the City for the completion of the Affordable Housing building.
 - b. If the construction timing of the affordable housing building deviates more than 120 days from the proposed construction, the Applicant shall appear before the Park City Housing Authority within 30 days to explain the timing discrepancy and propose a remedy. The Housing Authority shall at that time have the right to require that the applicant post a 100% cash (or cash equivalent) guarantee for the remaining portion of the affordable housing building to be constructed.

Conclusions of Law:

1. The conditions of the Development Agreement between CRH Partners, LLC and Park City Municipal Corporation recorded on June 14, 2018 related to Affordable Housing has been met by this plan
2. This plan complies with Park City Housing Resolution 03-2017.

3. Housing Authority approves a waiver of the Housing Resolution timing of construction and delivery of the affordable housing units.

Conditions of Approval:

1. The Affordable Housing building will be the first building to draw a building permit.
2. No Certificate of Occupancy will be granted for the Crown Homes (market townhomes) prior to receiving the CO for the affordable/attainable building.
3. CRH will post a Performance Bond equal to the cost of construction and in a form acceptable to the City for the construction of the Affordable Housing building.
4. If the construction timing of the affordable housing building deviates more than 120 days from the proposed construction, the Applicant shall appear before the Park City Housing Authority within 30 days to explain the timing discrepancy and propose a remedy. The Housing Authority shall at that time have the right to require that the applicant post a 100% cash (or cash equivalent) guarantee for the remaining portion of the affordable housing building to be constructed.
5. Units will be sold at pricing as follows:

Unit #	Sq Ft	# of Bedrms	Sales Price	Max Hshold Income
A-101	1,349	3	\$ 303,647	\$ 85,680
A-102 ADA	1,000	2	\$ 197,881	\$ 57,834
A-201	1,000	2	\$ 239,122	\$ 67,473
A-202	998	2	\$ 239,122	\$ 67,473
A-203	1,377	3	\$ 303,647	\$ 85,680
A-303	1,000	2	\$ 263,841	\$ 77,112
A-304	997	2	\$ 263,841	\$ 77,112
affordable units total	7,721		\$ 1,811,101	
max total sales price @ 80% AMI			\$ 1,901,120	
average % AMI sales price			76%	
A-301	989	2	\$ 512,404	
A-302	987	2	\$ 512,404	
A-401	671	1	\$ 455,470	
A-402	959	2	\$ 512,404	
A-403	1,174	3	\$ 569,338	
A-404	1,189	3	\$ 569,338	
A-501	1,160	3	\$ 569,338	
A-502	1,163	3	\$ 569,338	
attainable units total	8,292		\$ 4,270,034	
additional storage	736			
Total	16,749			

6. Deed Restrictions shall be recorded against all 16 units in a form approved by the City Attorney.
7. CCRs for the Affordable/Attainable building will include a provision that HOA fees won't increase more than three percent (3%) per year.
8. Initial HOA dues shall not exceed an average of \$250 per month per unit excluding utilities and internet and/or an average of \$370 per month per unit including utilities and internet.
9. Units within Building A, the affordable/attainable building shall be sold to eligible households as defined in the recorded Deed Restriction.
10. The Unit within Building B will be rented to eligible households defined in the recorded Deed Restriction.
11. All sales shall be approved in writing by the City Affordable Housing Office.
12. Housing Authority waived the Housing Resolution 03-2017 construction timing and delivery of the affordable housing units Sections 11 and 14.A.
13. The 717 SF one-bedroom unit in Building B (B101) shall be platted as a private unit and rent shall be set affordable to a household at 45% of AMI (\$39,528 maximum income for a family of two and \$988 monthly rent in 2019) and shall be inclusive of HOA dues. HOA dues may not be charged separately to the lease holder of Unit B101.

SECTION 2. EFFECTIVE DATE. This approval shall take effect upon adoption and execution.

PASSED AND ADOPTED this 29th day of August 2019.

PARK CITY HOUSING AUTHORITY

Andy Berman, CHAIR

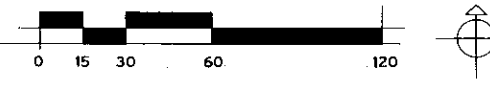
Attest:

Michelle Kellogg, City Recorder

Approved as to Form:

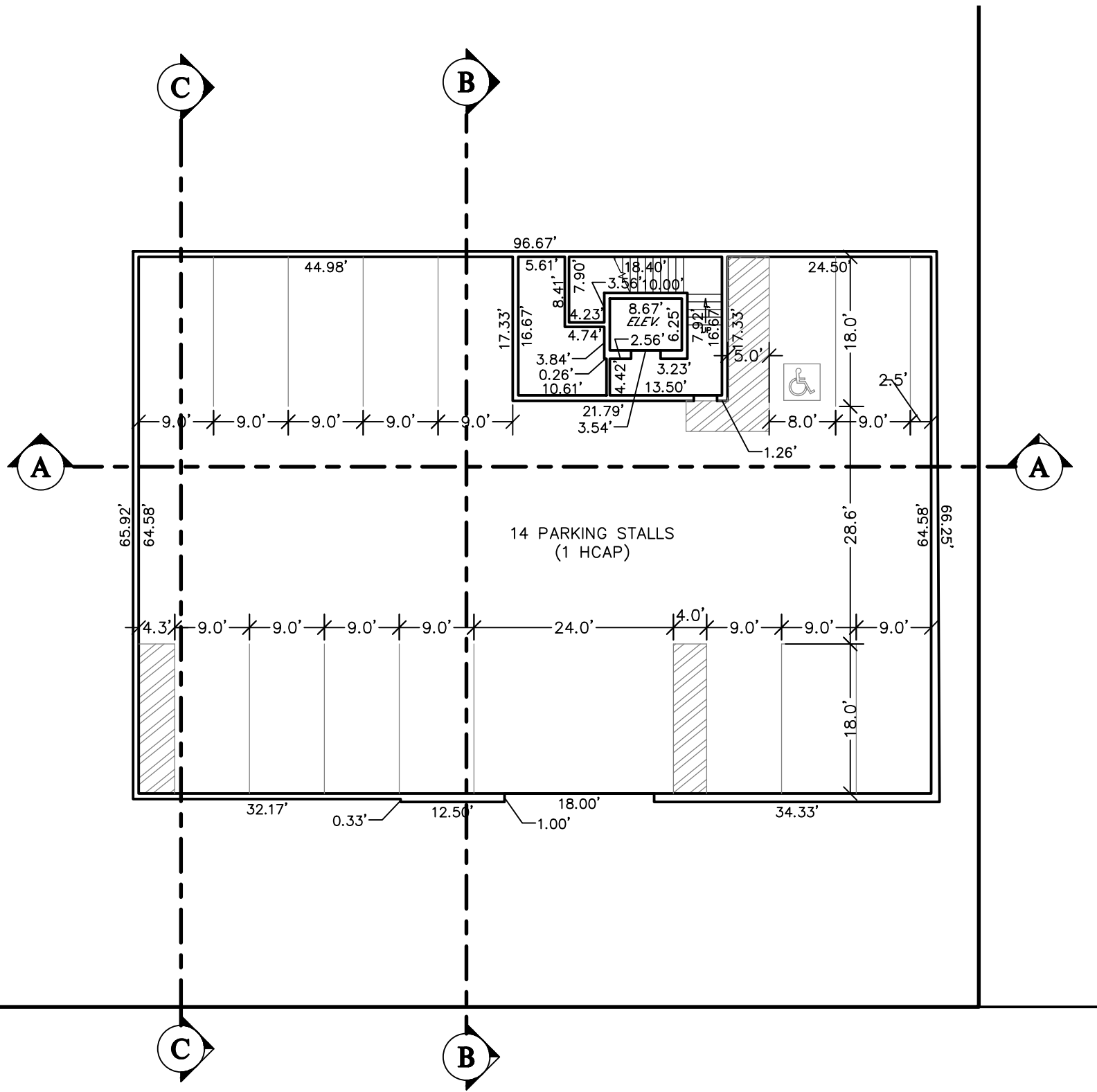
Mark Harrington, City Attorney

the concepts, ideas, drawings and specifications herein are an original unpublished work and the property of WDW Allstar, LLC and shall not be used on any other work. All conditions shall be verified on site, discrepancies shall be brought to the attention of the architect before proceeding.

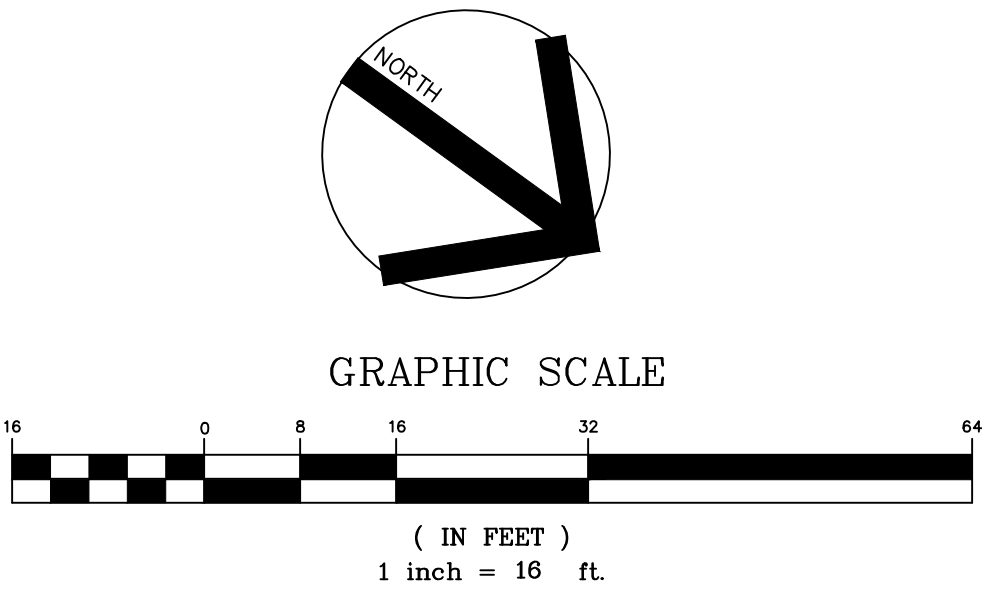
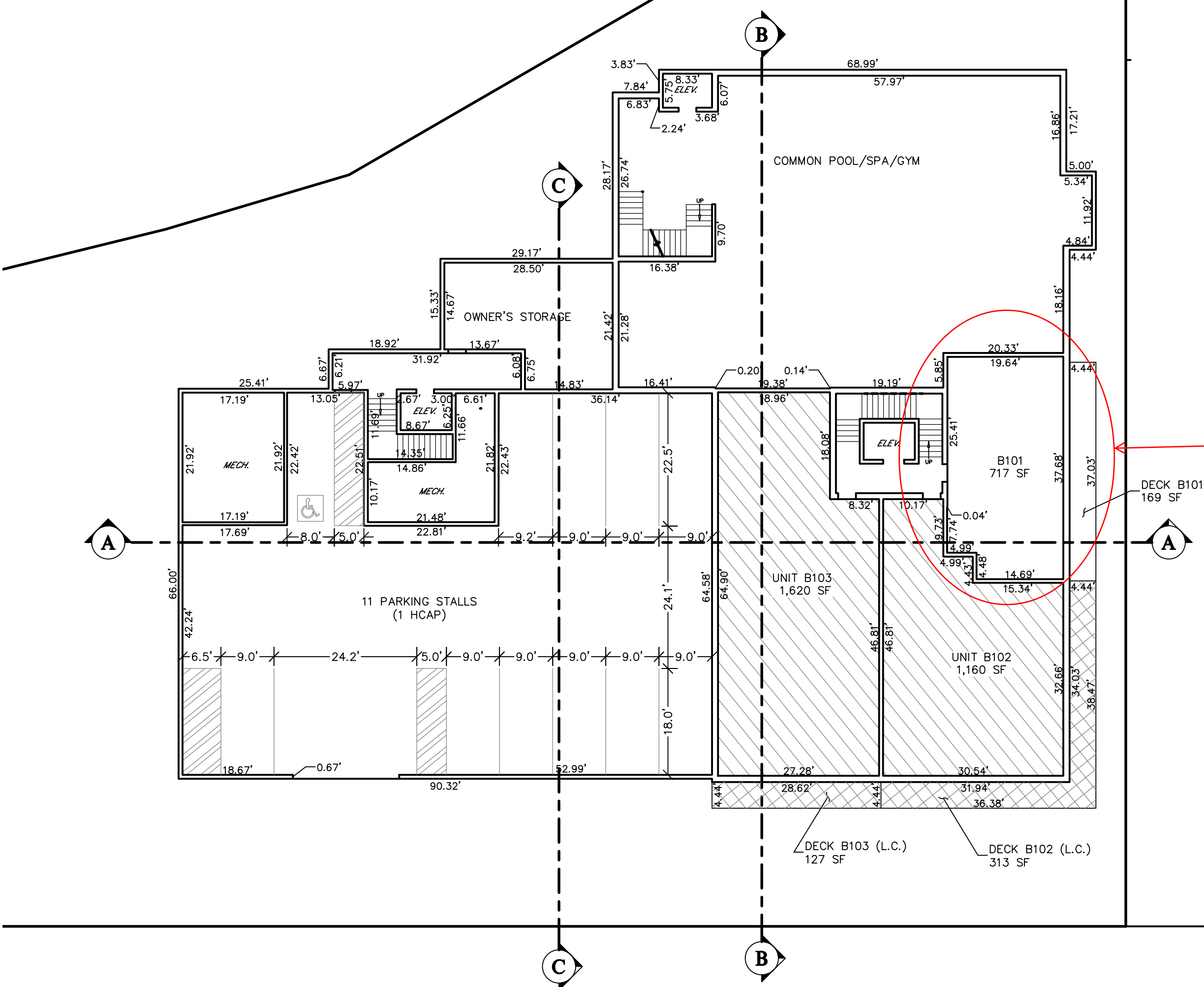


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LEVEL 1
BUILDING B
PARKING LEVEL

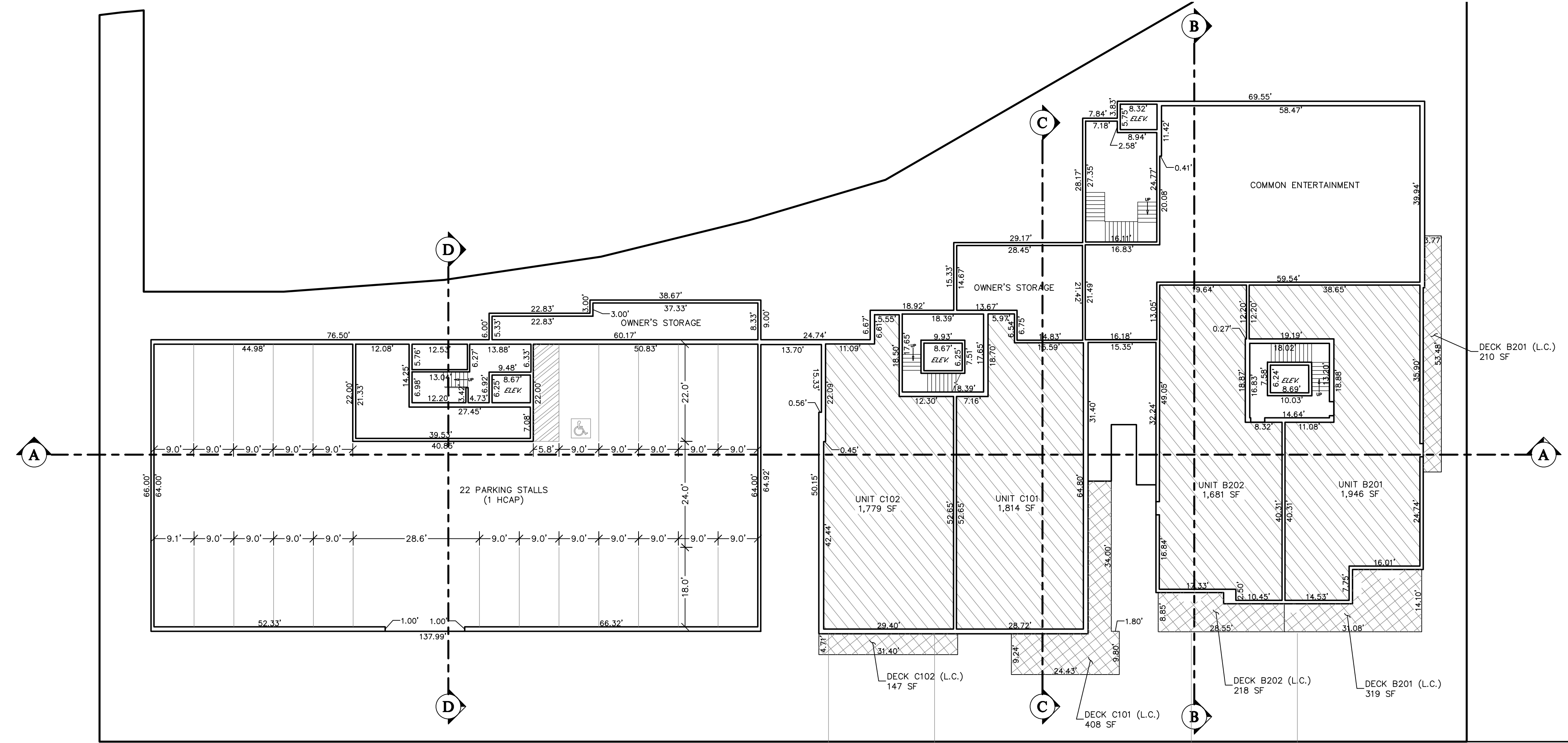


LEVEL 2
BUILDING B
UNITS B102, B103
COMMON B101, LOWER AMENITY
BUILDING C
PARKING LEVEL



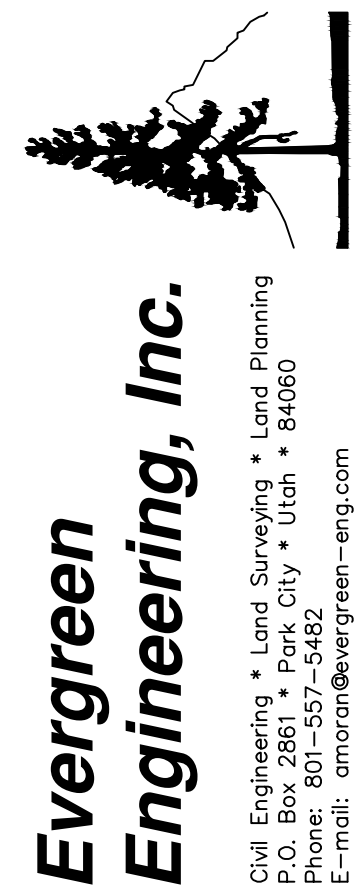
AUE #B101

LEVEL 3
BUILDING B
UNITS B201, B202
UPPER AMENITY
BUILDING C
UNITS C101, C102
BUILDING D
PARKING LEVEL

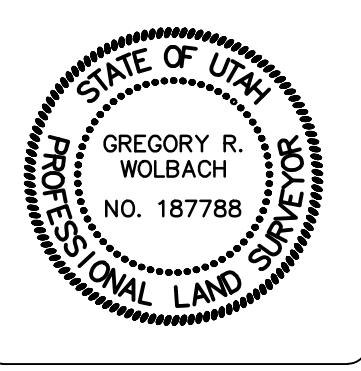


HATCHING LEGEND
COMMON AREA
LIMITED COMMON AREA
PRIVATE AREA

NO. _____
DATE _____
STATE OF _____
CITY OF _____
RECORDED AT THE REQUEST OF _____
FFES _____ CITY RECORDER



DATE	BY	REVISIONS	COMMENTS



DESIGNED BY:
WOW
DRAWN BY:
ADM
CHECKED BY:
ADM

KINGS CROWN CONDOMINIUMS
FLOOR PLANS - LEVELS 1, 2 & 3
FOR: CRG PARTNERS
PROJECT NO: 1626
DATE: MAY 16, 2019