



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 29, 2020**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, October 29, 2020.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

This meeting will be an electronic meeting without an anchor location as permitted by Utah Code Open and Public Meetings Act section 52-4-207(4) as amended June 18, 2020, and Park City Resolution 05-2020, adopted March 19, 2020. The written determination of a substantial health and safety risk, required by Utah Code section 52-4-207(4) is attached as Exhibit A. Council members will connect electronically. Public comments will be accepted virtually as described below.

To comment virtually, use eComment or raise your hand on Zoom. eComments submitted before the meeting date will be attached to the packet as appendices. eComments submitted on Council meeting days will be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

Exhibit A: Determination of Substantial Health and Safety Risk

On October 6, 2020, the Mayor determined that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. Utah Code section 52-4-207(4) requires this determination and the facts upon which it is based, which include:

- Summit County has extended its Emergency Declaration and Public Health Emergency Declaration through January 8, 2021.
- Statewide COVID cases and hospitalizations are increasing.

This determination is valid for 30 days, and is set to expire on November 5, 2020.

CLOSED SESSION - 4:30 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

5:00 p.m. - Summit County Affordable Housing Solutions Report Presented by Habitat for Humanity of Summit & Wasatch County

[Affordable Housing Solutions Staff Report](#)

[Exhibit A: Affordable Housing Solutions Report - Wasatch Back Plan](#)

5:30 p.m. - Preliminary Aerial Study – Phase 1 Feasibility Update

[Aerial Feasibility Staff Report](#)

[Exhibit A: Transit Gondola Feasibility Study](#)

[Exhibit B: Summary of Community Feedback](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Park City Municipal Corporation StormReady Status Renewal
[StormReady Staff Report](#)

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

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from October 1 and 13, 2020
[October 1, 2020 Minutes](#)
[October 13, 2020 Minutes](#)

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Contract Change Order No. 1 to the Construction Agreement with Stratton and Bratt Landscapes, LLC in a Form Approved by the City Attorney in an Amount Not to Exceed \$40,294.00
[Landscaping Contract Change Order Staff Report](#)
[Exhibit A: Project Area](#)
[Exhibit B: Stratton and Bratt Construction Agreement](#)
[Exhibit C: Change Order 1](#)
2. Request to Adopt Resolution 23-2020, a Resolution Declaring November 1, 2020 as "Extra Mile Day" in Park City, Utah
[Extra Mile Day Staff Report](#)
[Exhibit A: Extra Mile Day Resolution](#)
3. Request to Authorize a Second, One-Year Amendment to Continue the Park City Municipal/Park City School District Fields Lease through November 8, 2021
[PCMC PCSD Fields Lease Extension Staff Report](#)
[Exhibit A: Original Agreement](#)
[Exhibit B: First Addendum](#)
[Exhibit C: Second Addendum](#)
4. Request to Approve the Selection of Four Artworks for the Arts and Culture District Construction Fencing and Authorize the City Manager to Execute a Professional Services Agreement for Commissioned Art in a Form Approved by the City Attorney Not to Exceed \$600.00 for Each Artwork - Anna Leigh Moore, "Universe Below"; Libby Peterkort,

“Breaking Ground”; Kathy Pratchett (JRES 3rd Grade Dual Language Immersion Class), “Thoughts, Ideas and Emotions: A Tribute to Jackson Pollack”; and Lauren Penze, “Sky’s the Limit”

[Public Art Approval Arts District Fencing Staff Report](#)

[Exhibit A: Recommended Artwork for Arts District Fencing](#)

[Exhibit B: Provider Professional Service Agreement Commissioned Art Minor DRAFT](#)

VI. OLD BUSINESS

1. Park City Community Foundation Report
(A) Public Input
[Social Equity Staff Report](#)
[Exhibit A: Social Equity Report](#)
[Exhibit B: Social Equity Update Presentation](#)

VII. NEW BUSINESS

1. Consideration to Continue an Ordinance Amending the Land Management Code to Allow Nightly Rentals as a Conditional Use in the Lower Rossi Hill Historic Residential Low-Density Area to a Date Uncertain
(A) Public Hearing (B) Continue to a Date Uncertain
[Nightly Rentals in the Lower Rossi Hill Area of the HRL Continuation Staff Report](#)
[Exhibit A: Public Comments](#)
2. Consideration to Adopt Resolution 24-2020, a Resolution Adopting a Temporary Tent and Outdoor Structure Approval Process to Aid Business Operations During COVID-19
(A) Public Hearing (B) Action
[Temporary Outdoor Structures Winter 20/21 Staff Report](#)
[Exhibit A: Emergency Regulations for Temporary Structures](#)
[Exhibit B: Resolution](#)
3. Consideration to Authorize the City Manager and the Mayor to Enter into Sales Contracts, Deed Restrictions, and Necessary Escrow and Closing Statements/Authorizations with Qualified Home Buyers in a Form Approved by the City Attorney’s Office for 1333 Park Avenue, Park City, Utah
(A) Public Input (B) Action
[Disposition of Property - 1333 Park Avenue Staff Report](#)
[Exhibit A: 1333 Park Avenue Pyros Sales Contract](#)

VIII. ADJOURNMENT

IX. PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Authorize the City Manager and the Mayor to Enter into Sales Contracts, Deed Restrictions, and Necessary Escrow and Closing Statements/Authorizations with Qualified Home Buyers in a Form Approved by the City Attorney's Office for 1333 Park Avenue, Park City, Utah
(A) Public Input (B) Action
[RDA Disposition of Property - 1333 Park Avenue Staff Report](#)
[Exhibit A: 1333 Park Avenue Pyros Sales Contract](#)

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: October 29, 2020

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Work Session

Agenda Section:

Subject:

5:00 p.m. - Summit County Affordable Housing Solutions Report Presented by Habitat for Humanity of Summit & Wasatch County

Suggested Action:

Habitat for Humanity would like to present the Summit County Affordable Housing Solutions report to City Council and provide suggestions on areas where Park City Municipal could assist in increasing the supply of affordable housing.

Attachments:

[Affordable Housing Solutions Staff Report](#)

[Exhibit A: Affordable Housing Solutions Report - Wasatch Back Plan](#)

City Council Staff Report

Subject: Habitat for Humanity of Summit & Wasatch County – Summit County Affordable Housing Solutions Report

Author: Jason Glidden

Department: Community Development

Date: October 29th, 2020

Type of Item: Administrative

Recommendation

Receive a report from Habitat for Humanity focused on increasing the supply of affordable housing in Park City.

Background

In 2019, Habitat for Humanity of Summit and Wasatch County conducted a report to help policymakers focus on the development of affordable housing. Extensive research was conducted, and several meetings were held with local stakeholders and elected officials to discuss the complex issues facing the supply of affordable housing in Park City. While the final Report was completed this spring, due to the COVID-19 pandemic, the Report and presentation to stakeholders was delayed.

The Report compiles a list of housing-related items that can directly increase the affordable housing supply in most communities, through the use of public policies, increased financial resources, use of existing inventory, and coordinated advocacy efforts. The examples highlighted are compatible with Summit County and communities within, and align with the current barriers identified to construct affordable housing.

Council, staff requests further policy direction and additional resources to conduct a feasibility analysis.

Analysis

Park City Municipal has been very proactive in updating its current ordinances and policies to reflect the City Council's priority to increase the number of affordable housing units within City limits. These include updates to the Housing Resolution that includes increases in the Inclusionary Housing Policy, and making changes to the Land Management Code targeted at increasing the financial feasibility of affordable housing projects. Furthermore, to date, Park City Municipal is the only community on Wasatch Back that has dedicated tax dollars to construct affordable housing units.

The Summit County Affordable Housing Solutions Report, provided by Habitat, provides several recommendations for prioritizing affordable housing and solutions to help increase inventories. These include organizations creating/updating housing policies, increase funding dedicated to housing, and clearly prioritizing housing through stated organizational goals. As you can see, Park City has already expended efforts in many of the areas identified in the Report; however, there are a few items Habitat requests the City investigate further:

Reduce Standard Designs for Land Development

Reductions in lengths and widths required for driveways, parking lot aisles, and other standards on affordable housing projects can make additional land available on the site for the construction of units.

- **Maybe:** Staff could add these items to our work with the Land Management Code to incentivizing the development of affordable housing by making it more financially feasible.

Fast Track Processing

Fast-tracking projects that meet qualifying affordable housing criteria as defined by codes could be processed at an accelerated schedule, while still retaining the ability to deny the request. The advantage of an accelerated review is that the time in which a project is in limbo between application and approval/denial is less. This minimizes both the investor risk and the cost of carrying the project's financing. Fast-tracking review, permitting, and inspections of affordable housing projects reduce developer costs at no-cost to local jurisdictions.

- **Maybe:** Staff could work with the Building Department to investigate prioritize affordable housing projects in the permit review process. There are concerns on how this would affect the Building Departments capability to meet all state imposed deadlines for review of other projects not prioritized.

Concurrent Review and Approval

The private sector needs predictability in the regulatory process. Simultaneous coordination between approval departments (Building, Planning, Engineering, etc.) allows projects to move quickly through the system.

- **Yes:** The Building Department is already working on a pilot program for concurrent review and approvals for all building permits.

Demolition Tax

As the Wasatch Back communities age, the teardown rate at which older, more affordable homes are demolished will also increase, create newer and larger homes in their place. A demolition tax on residential demolitions can offset impacts and be dedicated to affordable housing. Structures torn down, allowing for affordable housing or deconstructed buildings, can be exempted from a demolition tax.

- **Maybe:** In the case of any new tax proposals, as a first step, a coalition of stakeholders would need to explore enacting state enabling legislation for such a tax.

Percentage Contribution or Portion of Open Space Purchases

Purchasing open space has eliminated developable land, which in turn increases the market value of surrounding property. While open space purchases provide a lasting benefit to the community and quality of life that any socioeconomic level can enjoy and use. Including an offset as part of future open space purchases could be considered as a new policy. A policy that includes a contribution to affordable housing as part of a percentage of the total open space purchase can offset some of the decreased availability of land for affordable housing development.

- **Maybe:** This is similar to contributions made to fund public art as part of construction projects. One issue is that some funding open space purchases

comes from dedicated sources that could limit that funding being used in other areas. In these cases, funding would have to come from other sources.

Attachments

Exhibit A – Summit County Affordable Housing Solutions Report

SUMMIT COUNTY AFFORDABLE HOUSING SOLUTIONS

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Acknowledgments

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Note Regarding Completion of the Report

Habitat for Humanity of Summit and Wasatch Counties was actively meeting with County and City elected officials and staff members to review the contents of this report before its release. The final meeting was to take place the week of March 16, 2020. Due to the COVID-19 pandemic, all work to coordinate and release the final report was halted. Even as this report is released, almost all the City and County's resources are dedicated to keeping our communities safe and the economy stable. Habitat for Humanity of Summit and Wasatch Counties will resume work with both the City and County once they can focus on other community issues. During the Summer of 2020, we will distribute this report to other community stakeholders to gather additional input and advocate for support of affordable housing in our community.

Executive Summary

Without change to local policies and practices, the current rate of affordable housing creation in Summit County may never catch up to the community's growing need.

To help policymakers focus on real solutions implemented in communities across the country, this report compiles a list of housing-related policies that address regulations and funding sources that can directly increase the supply of affordable housing. The examples highlighted are compatible with Summit County and communities within and align with the current barriers identified to construct affordable housing.

There are four key takeaways from this report that policymakers, opinion leaders, and the interested public should keep in mind.

1. Policy Matters

Policies supporting affordable housing should include straightforward regulations (density, height, setbacks, etc.) and processes outlined upfront and applications expedited to eliminate the uncertainty and excess costs during the initial phases of a project. Cumbersome procedures and zoning that requires negotiation to determine site requirements increase developer costs, even when the developer is a non-profit entity.

2. Funding Sources are Needed

Funding a project is often the most challenging aspect of affordable housing. Local affordable housing providers rely heavily on outside funding from grants, loans, direct and indirect subsidies, and private donors to get a development to the point of breaking ground. Lower returns on investment (ROIs) associated with below-market-rate housing remains a commonly cited impediment.

Many communities address this issue through various funding initiatives. The types of costs they offset include brick and mortar construction, land purchase, processing fees, impact fee waivers (pay into the fund), and subsidization of overall costs.

3. Use of Existing Housing Stock

Construction of for-sale units is the current focus in our community to increase affordable housing units. Not all that require affordable housing can purchase or desire to buy a unit. Rent is a heavy weight to carry for many Summit County residents: More than 20 percent of renters in Summit County face a severe housing burden (housing costs, including utilities, exceed 50% of household income).

Measures that either maintains the existing affordable housing supply or increase it using existing units need attention.

4. Advocacy

Educating the community members on affordable housing, our community, workforce, and traffic impacts assist in creating a more open dialog about effects a project may contribute to a neighborhood. By activating those supportive of affordable housing in the community, voices from all sides are expressed in public meetings regarding proposed projects.

The lack of housing affordability results in more than just Summit County residents paying high percentages of their income on rents and mortgages. Local employees unable to live in the community commute greater and greater distances impacting traffic and the environment. A more comprehensive measure of affordability would include transportation costs to extend and increase transit service to affordable housing projects.

The choices we make today play a crucial role in our community's future. All the solutions, including an outline of next steps contained in the document should be carefully considered as local government entities work to address the housing affordability.

Introduction

The Wasatch Back, like many communities in our country, is facing an inadequate quantity of housing to sustain the workforce. The tourism economy and visitor growth cause the demand for the area. Visitor growth requires an increasing number of service workers, primarily low wage employment. Due to this housing market imbalance, many Wasatch Back communities are facing unprecedented housing demands.

The housing challenge along the Wasatch Back is a function of multiple factors: low-income workforce, high housing costs, the influence of external market demand, quantity, and restrictive land-use regulations.

Over the years, Wasatch Back towns and counties worked to address the need for affordable housing independently. There are successes; however, the current rate of affordable housing creation in Summit County may never catch up to the community's growing need.

Cost of Home Campaign

Habitat for Humanity International launched a worldwide campaign, *Cost of Home*, on June 12, 2019. The *Cost of Home* is the first national advocacy campaign for Habitat International. Habitat for Humanity International looks to mobilize local Habitat organizations, partners, volunteers, and community members across the country to find solutions and help create policies that will allow 10 million individuals¹ to have access to stable housing.

Over the next five years, the campaign will improve home affordability by promoting policy and systems change in four key areas: supply and preservation of affordable homes, access to credit, land use, and communities of opportunity.

			
Resources for home production	Inclusive access to credit	Equitable access to land	Communities of opportunity
Example policy solutions	Example policy solutions	Example policy solutions	Example policy solutions
• Expanding existing resources. • Housing trust funds. • Housing bonds. • Tax credits for affordable housing.	• Expanding down payment assistance. • Expanding financial education and housing counseling. • Combating predatory lending.	• Inclusionary housing policies. • Streamlining land use approvals. • Improved zoning ordinances.	• Expanding home repair/modification assistance. • "Just Cause" eviction laws. • Property tax relief for lower-income homeowners.

¹ <https://www.habitat.org/costofhome> ("Cost of Home: Housing Affordability Campaign." Habitat for Humanity, n.d.)

Through the campaign, Habitat looks to engage housing advocates, Habitat homeowners, volunteers, and supporters — as well as federal, state, and local policymakers — to advance access to safe, decent, and affordable homes². The local affiliate, Habitat for Humanity of Summit and Wasatch Counties, joined as a partner in this campaign by starting a conversation in our community about the supply-side barriers to affordable housing.

Supply Side Barriers

Local and State governments often introduce legislation that: inhibits the design feasibility for the construction of affordable housing; are absent of incentives and concessions that allow an affordable project to pencil; lengthen approval time through internal policies and practices which delay construction and increases the cost of the project.

The costs of affordable housing are constrained more than any other type of construction since the final price of the home is set to meet specific parameters, it cannot increase due to additional costs as easily as a market-rate unit could. The maximum sales price is set at the time of deed restriction, well before construction starts. Affordable housing projects have little to no return on investment.

While Summit County communities are not unique in having supply-side barriers, the identified barriers in our communities include:

- Long, complicated, and costly timeline to secure entitlement
- Zoning incentives do not offset costs
- Lack of a diversity of residential zoning
- Project may no longer be feasible due to numerous constraints placed on approvals
- Impact fee costs
- Challenges in matching funding timelines and development build timelines

Habitat of Summit and Wasatch Counties faces the same barriers when constructing single-family homes in Summit County communities. In 2019, Habitat received a construction permit for a 1,200 square foot single-family home in Silver Creek Village. The total impact fee costs equaled \$23,663. These fees did not include architectural, engineering, and legal costs incurred during the review and permitting processes, nor did it include building permitting fees and standard land carrying costs that can be incurred. Habitat for Humanity knew other affordable housing providers were facing the same barriers and determined the Cost of Home campaign work would focus on local solutions.

² <https://www.habitat.org/about/advocacy/the-cost-of-home-campaign> ("Cost of Home: Housing Affordability Campaign." Habitat for Humanity, n.d.)



Resources for home production

Example policy solutions

- Expanding existing resources.
- Housing trust funds.
- Housing bonds.
- Tax credits for affordable housing.



Equitable access to land

Example policy solutions

- Inclusionary housing policies.
- Streamlining land use approvals.
- Improved zoning ordinances.

Local Solutions

With the ability to bring Habitat International's best practices to the table, Habitat of Summit and Wasatch Counties decided to approach the reduction of supply-side barriers by inviting local officials to participate in a workgroup that would discuss ways to increase affordable housing supply.

There was a desire to build one workgroup with representatives from entities covering both Wasatch Back counties. However, due to the limited availability of elected officials, we focused separately on each county. While the discussions and solutions concentrate on each county and their respective communities, the overarching goal is to encourage the adoption of similar practices, thereby simplifying the understanding of affordable housing

incentives and regulations along the Wasatch Back.

The Summit County Workgroup convened over three meetings, where they identified inhibiting factors to the creation of affordable housing and discussed practical solutions. The participants agreed that to address supply-side solutions, they needed to address:

- Zoning requirements
- Cumbersome processes – need for simplification
- Bridging a range of housing: rentals, seniors, homeownership
- Impact and permitting fees
- Funding options
- Addressing exterior material requirements??
- Retention of year-round dwelling units

Habitat distilled the input and drafted this Solutions Plan that outlines the next steps to provide a supply-side toolbox within the context of the Wasatch Back marketplace for the construction of affordable housing.

Development Project Workflow

All development projects, no matter the size and scope, go through a workflow. New construction may have the most expansive list of steps, and the workflow table included outlines the necessary tasks. This report identifies ways to incentivize the construction of affordable housing at various levels during the project workflow. Further, it indicates a logistic connection on the timing of tasks. Placing the cart before the horse results in change orders that add costs unnecessarily. Please see Exhibit A for the Development Project Workflow Analysis.

Recommended Solutions

The following solutions work to increase affordable housing units, whether new or through measures that focus on the existing housing stock. The group of individuals contributing ideas to the final document included land developers, multifamily housing developers, realtors, planners, and architects. Input from those with these backgrounds significantly contributed to the practicality and feasibility of the recommended solutions, along with community fit. Resources from Habitat for Humanity International were incorporated into the document, including insights from other communities across the United States.

Summit County Solutions Plan

As identified by the Summit County Workgroup, there are several inhibiting factors to the creation of affordable housing. The included solutions, highlighted by communities currently using these measures, address Summit County specifically and are meant to address:

1. Policy
 - a) Zoning
 - b) Use and Permitting Process Improvements
 - c) Deed Restrictions
2. Financing/Gap Funding/Funding Sources
3. Use of Existing Housing Stock
4. Advocacy

Exhibit C highlights types of policies that either increase affordability or decrease affordability. While the solutions provided below are aimed to improve affordability, this report did not look to identify all existing policies within local governments that reduce affordability.



Equitable access to land

Example policy solutions

- Inclusionary housing policies.
- Streamlining land use approvals.
- Improved zoning ordinances.

1. Policy

Policies supporting affordable housing should include straightforward regulations (density, height, setbacks, etc.) and processes outlined upfront and expedited to eliminate the uncertainty and excess costs during the initial phases of a project. Please see Exhibit A for the Development Project Workflow Analysis.

a) Zoning

Zoning regulations are meant to preserve community character and minimize nuisances between different uses. Often base zoning and compatibility requirements are too restrictive to allow construction of an affordable housing unit that meets the AMI needs of the community. The referenced looked to solutions that worked to balance the two.

Affordable Housing Overlay Zone

Many zoning codes create uncertainty with regards to what can be built and often require multiple plan revisions that add both time and expense cost to the project. A set of standards for affordable housing should be placed over existing zoning to address the risk with regards to affordable housing projects,

An overlay zone would extract current affordable housing references in parts of the code, and then set new affordable housing regulations through the creation of an overlay zone. Projects reviewed under this would have an established decision tree and regulations to meet to receive expedited processing, as well as clear set of entitlements, know early in the process.

Summit County has discouraged mixed-use developments within the Snyderville Basing Code; however, they are currently looking at changes to codes that include regulations for Master Planned Developments (MPD) and NMU-1 accommodating a mix of uses including affordable housing. Additional allowances for affordable housing will assist in increasing the number constructed within projects.

Increase Density and Height for Affordable Housing Projects

Without incentivizing affordable housing with increased density and height exceptions, the cost to construct the project is spread over a fewer number of units, therefore, increasing the subsidy needed to build each unit and/or increasing the unit price for rental or purchase. The more units constructed on a property allows the costs to be spread among more units.

Given the great need for affordable housing in Summit County, reducing the subsidy needed to construct affordable housing allows the dollar to go farther and can be used to build more units.

While allowing an increased density and heights for affordable housing projects, sites remain too constrained by parking and setback requirements. The more available space that can go toward the overall interior space of the project allows for the construction of more units. Projects that are a mix of affordable and market-rate units become more feasible if the increased density is permitted for developments of less than 100% affordable units.

Incentivize Placement of Housing

Often affordable housing for a community's workforce is placed on the outskirts of town due to the generally lower price of land away from City centers and attractions. Addressing how employees travel to work and essential services without causing additional traffic is difficult. Two ways to aim density increases is to condition them on their placement in relation to transportation corridors and employment generators.

On-Site Affordable Housing Requirements

Commercial and residential projects generate demand for employees. Previously in-lieu fees were a resolution communities adopted that allows developers to pay into a fund to offset their affordable housing impact. In-lieu fees do not cover the cost of what it costs to construct affordable housing. Due to the lack of available land, these fees become hard to use to cover the cost of land.

Requiring developers to provide affordable housing on-site or allow for a donation of land that can be built out by the local government or local affordable housing providers will help meet the lack of available property.

Austin, Texas. The "Affordability Unlocked' Development Bonus Program" waives or modifies some development restrictions in exchange for providing low- and moderate-income housing. The program is designed to increase the number of affordable housing units being developed in Austin and fully leverage public resources by allowing housing providers to build more units in their developments when significant amounts of affordable housing are included. In return for setting aside half of a development's total units as affordable, bonuses include the height and density increases, parking, and compatibility waivers, and reductions in minimum lot sizes.

Employment Generators and Services

Where you live affects how you move. The closer affordable housing is to major employment centers, the numbers of additional efforts reduce, such as transportation to the employer. Traffic is listed as a top concern by community members in all Wasatch Back communities. Whether they are trying to reduce the impacts of traffic or prevent the start of issues, infill parcels are closer to employment areas. At the same time, most of the available land is located on the outskirts of our existing communities. Allowing co-housing or micro-units near commercial and employment centers can reduce traffic impacts from residents driving to services and/or work.

Miami, Florida. A resolution was passed, allowing dwelling units of 275 square feet, also known as Micro-Units, within transit-oriented developments. Required parking is reduced or limited for the units.

The Urban Land Institute studies indicate that Micro-Units have more substantial occupancy rates than typical apartments and individuals choosing to live in Micro-Units are attracted to Micro-Units because of a desire to sacrifice space for lower per-unit cost and proximity to transit, employment, and vibrant mixed-use neighborhoods;

New York, New York. Seeking more innovative housing models, the New York Department of Housing Preservation and Development (HPD) launched the adAPT NYC competition in 2012 that called for concepts for the City's first micro-unit apartment building in Manhattan's Kips Bay neighborhood. Six municipal zoning code overrides were created, including the relaxation of the minimum unit square footage and density limitations, but the site's Floor Area Ratio (FAR) was not increased. In March 2016, the City passed legislation allowing developers to include apartments with less than 400 square feet of space in buildings with larger units in relatively dense areas.

Transportation Corridors

Placing affordable housing on the outskirts of town only increases traffic in and out of commercial and business areas. One strategy communities adopt is locating affordable high-density residential and mixed-use developments along transportation corridors. Characteristics of transit-oriented developments include:

- High-density development within a 10-minute walk circle around a transit station.
- A mixed-use development that includes schools, retail uses, shopping, and various housing types.
- Street facilities for walking and biking.
- Street grid, connectivity, and traffic calming features to control vehicle speeds.
- Parking management to reduce the land devoted to parking.
- Street trees and lighting.

Seattle, Washington. The Sound Transit Board passed the 80-80-80 policy in 2016, which requires Sound Transit to offer 80 percent of its surplus property to affordable housing developers and make 80 percent of the units affordable for those earning 80 percent or less of the area median income.

With collaboration from community stakeholders, private and non-profit developers and partner agencies, Sound Transit plans outcomes at the start of transit project planning by evaluating the development potential of alternative alignments and station locations and then cultivating specific opportunities through the design phase.

Reduce Standard Designs for Land Development

Communities regulate street widths and parking lot aisles and through Design Standards, often overseen by a City/County Engineer. These regulations are developed to provide standards for the physical development of subdivisions of land, construction of public works improvements within Park City, including, but not limited to, the construction and installation of roads, streets, curbs, gutters, drainage systems, and water and sewer systems.

Allowing reduction of lengths and widths required for driveways, parking lot aisles, and other standards on affordable housing projects would make additional land available on the site for the construction of units. Charlottesville, Virginia, is exploring this concept, but no formal adoption of new standards has taken place.

Modify Architectural Design Guidelines

Developments set their architectural standards which include types of exterior materials permitted during the approval process with local government entities. Often the standards are higher and more expensive than what makes sense for an affordable unit. Specifying alternative, complementary materials that are less expensive for affordable units keeps overall costs for the unit down.

b) Use and Permitting Process Improvements

Delays during any stage in the development process add to the final costs of new housing. By reducing the costs incurred by developers during the development review and construction process, affordable housing projects become more attractive. Expedited permitting or “fast-tracking” is a cost-efficient and effective way of reducing developer costs along with allowing concurrent approvals for a project.

Delays during the approval and permit processing result in cost increases due to labor and material cost growth and shifts in market preferences. Such cost increases may be substantial and unlikely to add to earlier cost proformas that set the range of sale prices for pre-construction unit prices.

Fast Track Processing

Fast-tracking means projects meeting the qualifying criteria as defined by codes and are located on land appropriately zoned for development may be processed at an accelerated schedule. The jurisdiction retains the ability to deny the request. The advantage of an accelerated review to business is that the time in which a project is in limbo between application and approval/denial is shortened. Both investor risk and the cost of carrying the project’s financing are minimized. Fast-tracking review, permitting, and inspections of affordable housing projects reduce developer costs at no-cost to local jurisdictions.

Pinellas County, Florida. A variety of incentives are made available by the Board of County Commissioners to encourage affordable housing development in Pinellas County. For the expedited permit processing incentive, the county administrator provides a review process that gives Affordable Housing Developments priority in the permit review process. A two-week turnaround time is the desired goal for the processing of a site plan for such development.

Charlottesville, Virginia. Expedited permitting for affordable housing is provided through the Affordable Dwelling Unit ordinance to encourage the provision of affordable units. Under expedited permitting, once a rezoning or special use permit has been approved, site plans submitted for review are acted within 21 days of the plan being officially submitted. Expedited permitting also applies to any preliminary site plan application, which guarantees that at least 15 percent of all proposed residential units included in the site plan will be affordable to households with incomes no higher than 80 percent of Area Median Income (AMI) for a minimum of 30 years.

COMMUNITY HIGHLIGHT

Montgomery County, Maryland. The “Green Tape” review process reduces red tape for Affordable Housing Development. Time is an essential component of the development process and overcoming red tape can save time — and money. Projects eligible for “Green Tape” review include any residential or mixed-use development that designates at least 20 percent of the total number of housing units to persons or families with incomes at or below the income level for moderately priced dwelling units (MPDUs) as provided in the Montgomery County

Code. Projects are not automatically green taped. Instead, the developer of the eligible project must include the request for such a review as part of the application package.

Among the interagency changes necessary for a successful "Green Tape" process are:

- an expedited review process for applications
- improved communications between the reviewing agencies
- development of a clear and concise list of required documents to support applications
- creation of a geographic information system map overlay of green tape applications for easy identification of these projects
- expedited construction permits and utilities permit processing.

Concurrent Review and Approval

The private sector needs predictability in the regulatory process. Simultaneous coordination between approval entities allows projects to move quickly through the system.

Lancaster County, Pennsylvania. The Lancaster County Planning Commission aids the county in a sequential plan approval process through its Permitting Initiative. The Permitting Initiative advocates a concurrent and coordinated review process that results in the issuance of all permits and approvals for selected economic development projects within a short time frame. All regulatory agencies, authorities, and units of government agree to concurrently review the project to the extent allowed under existing statutes. This acceleration is achieved through efficient, collaborative reviews and open communication between the applicant and the regulators and among the regulators.

Defer Payment of Permitting Fees

Folsom, California. The City found that early payment of specific impact fees for residential development may create a barrier to affordable housing development. To ease such barrier, the payment of certain impact fees can be deferred. To create further incentives to construct residential projects for very low-income households, the city council also desires to waive the payment of specific processing fees or a portion of such charges. The city council finds that this deferral and waiver program is consistent with the policies and goals of the housing element of the General Plan of the City of Folsom and necessary for the health and welfare of the City's residents.

c) Deed Restrictions

Retaining affordability on properties is as tricky as constructing them. A Deed Restriction is a legally binding document that is recorded against a property detailing how a property may be used, owned, and/or transferred.

Deed restrictions are recommended to retain affordability on all types of housing, rental, senior, and for sale. Restrictions can include requirements that the purchaser/renter be employed within the area, that it remains a primary residence. If rented, it must be on a monthly or annual basis. These restrictions can also place a cap on the percentage growth a property can annually increase. First rights of refusal to purchase do not preserve affordable housing units. At this time, there is no overarching entity that could hold and monitor the restrictions. Other communities have Housing Authorities that act in this role.



Resources for home production

Example policy solutions

- Expanding existing resources.
- Housing trust funds.
- Housing bonds.
- Tax credits for affordable housing.

2. Finance/Funding Sources

Many affordable housing experts suggest that direct financial support from public funds needs to play a more significant role in facilitating the development of new units. Indeed, in many instances, affordable housing will not be constructed without it.

Funding a project is often one of the most challenging aspects of affordable housing. Local affordable housing providers rely heavily on outside funding from grants, loans, low to moderate income construction financing products, direct and indirect subsidies, and private donors to get a development to the point of breaking ground. Lower returns on investment (ROIs) associated with below-market-rate housing remains a commonly cited impediment.

Many communities address this issue through various funding initiatives. The types of costs they offset include brick and mortar construction, land purchase, processing fees, impact fee waiver (pay into a fund), and subsidization of overall costs.

Percentage Contribution or Portion of Open Space Purchases

Purchasing open space has eliminated developable land, which in turn increases the market value of development properties. While open space purchases provide an eternal benefit to the community, including an offsetting measure as part of future purchases is recommended. Policies can be set to include a contribution to an affordable housing fund at a percentage of the total purchase price. During the acquisition of open space, land along the edges that are in proximity to exiting development can be considered for affordable housing development.

Property Tax

Chapel Hill, North Carolina. The City's Penny for Housing program (\$0.01 for every \$100 in property value) banks nearly \$700,000 each year in property tax revenues for affordable-housing projects. The issuance of \$250,000,000 in tax-supported general obligation bonds and notes for planning, constructing, renovating, improving, and equipping affordable housing facilities for low income and moderate-income persons and families, and acquiring land and interests in land and property necessary to do so, funding loans and grants for affordable housing, and funding affordable housing programs, as may be permitted by law; and the levy of a tax sufficient to pay for the bonds and notes.

Durham, North Carolina. According to the City's plan, \$95 million in bond proceeds, resulting from a voter-approved bond increasing property taxes (\$0.016 for every \$100 in property value), will be spent on "brick and mortar" aspects of housing production and preservation, and \$65 million in local and federal funding will be dedicated for homelessness services and other goals. The bond would allow the City to build 1,600 new affordable-housing units and preserve 800 affordable rentals, according to the plan. It would also help 1,800 homeless families find permanent housing and provide affordable homes for 400 first-time homebuyers.

Local Government Bond

Chapel Hill, North Carolina. Through a voter-approved referendum, Chapel Hill approved a \$10 million bond that could help build and preserve more than 700 affordable homes and apartments. The money might also help residents threatened by mobile home park redevelopment. Chapel Hill, North Carolina. The Chapel Hill Town Council approved three eligible activities for the use of Affordable Housing Bond Funds:

- Acquisition
- Home Repairs
- New Construction

The Council also approved the following priorities for the use of funds:

- Rental housing serving households less than 60 percent of the area median income (about \$48,300 for a household of 4)
- Rental housing serving vulnerable populations
- Housing that achieves long-term affordability
- Housing located near transit services
- Projects that leverage other financial resources

Portland, Oregon. The \$658.4 million bond measure was passed by voters to build more affordable housing—the bond measure to create thousands of homes affordable for low-income residents. The bond would produce as many as 3,900 homes affordable to households that make 80% or less of the region’s median income for their family size.

Demolition Tax

As the Wasatch Back communities age, the rate at which older, more affordable homes are torn down will increase and result in a loss of diversity in the area’s housing stock. Discounts and/or waivers of the tax are given for projects that are deconstructed.

Highland Park, Illinois. A municipal demolition tax is charged on all residential demolitions that is equivalent to the greater of \$10,000 per building or \$3,000 per residential unit, in addition to a \$750 demolition permit fee for the project. Payment is due prior to the issuance of a demolition permit but may be deferred for an additional \$5,000. The demolition tax is waived in several circumstances, including:

- Homes are torn down for the development of affordable housing;
- The occupant has owned and occupied the home for at least five years and plans to own and occupy the replacement home for another five years after the demolition;
- The applicant can prove that demolition is necessary due to the owner’s medical condition and the owner is a low- or moderate-income household who will continue to occupy the replacement dwelling; and/or,
- The applicant establishes that the demolition is necessary due to “factors beyond the owner’s control and reasonable ability to remedy.”

General Fund Appropriations

A portion of sales taxes could be dedicated to affordable housing. A sales tax dedicated to an affordable housing fund would be a way to take some of the money earned from businesses and visitors and invest it back into the community. Housing is economic development, and without enough housing, a community will slowly lose the workforce needed to support its businesses. Communities able to qualify for Resort City Sales Tax could

designate funds towards affordable housing. The correlation of increased visitors and the need to meet the demand in services meet the criteria for spending the funds.

Real Estate Transfer Fee

Real estate transfer taxes are assessed on real property when ownership of the property is transferred between parties. These taxes are used to fund affordable housing programs. It provides a formal mechanism for second homeowners and upper-income owner-occupants to offset the increased cost of all homes in the local market created by the sale of a high-end property.

Somerville, Massachusetts. The Somerville City Council filed Somerville's Home Rule Petition to the State Legislature to enact a Transfer Fee, H.2423. The bill is currently in committee and proposes the City of Somerville may impose a fee of up to two percent (2%) of the purchase price upon the transfer of any real property interest or the transfer of a controlling interest in any real property situated in the City of Somerville.

As a community, Somerville decided to exempt owner-occupant sellers and buyers from real estate transfer fees in the interest of promoting owner-occupant investment in Somerville. At the same time, they determined that it is reasonable to levy transfer fees on non-owner occupants in the interest of supporting the development and preservation of more affordable housing for our residents.

Baltimore, Maryland. There is both a City and a State transfer tax along with City recordation with respect to both residential and commercial transactions over \$1 million. Revenues from this legislation are projected to average \$13 million annually to the Trust Fund. If the legislation generates more than \$16 million each year, additional revenue will be split with half to the Trust Fund and a half to the General Fund.

Employee Generation Impact Fee

An impact fee is considered a charge on new development to help fund and pay for capital improvements needed to service the new development. They are usually implemented to help reduce the economic burden on local jurisdictions that are trying to deal with population growth within the area. High impact fees increase the overall costs of affordable housing development. One additional shortcoming of impact fees is that they treat all developments equally regarding the use and target audiences (i.e., multifamily housing developments compared to short-term rental developments).

Aspen, Colorado. The impact fee for residential construction varies based upon the size of the residential development. In no case shall an impact fee apply to properties improved with less than five thousand seven hundred fifty (5,750) square feet of interior floor area as measured by the IBC. The fee collected for residential construction shall reflect mitigation for second-home use unless a covenant is recorded on the property, restricting it to Pitkin County resident occupancy.

- Employee Housing. No employee housing impact fee shall be imposed on the construction of deed-restricted employee housing as defined from time to time by the Board of County Commissioners or its housing designee, the Aspen/Pitkin County Housing Authority.
- Replacement, Restoration, or Remodel of Existing Units.

No employee housing impact fee shall be charged for replacement or restoration for an improvement that was lost or damaged through fire, age, or other events not precipitated by the owner of the property. This exemption shall extend only so far as replacement or restoration for the unit lost is being

sought in its same location and at the same size and configuration. No employee housing impact fee shall be charged for remodel construction that does not increase the size of the residential structure.

Land Gain Tax

Vermont. A land gain (or speculation) tax is a graduated tax on the profit between the sale and resale of the same house or building. The tax rate depends on the period that the land is held, with shorter holding periods and higher profits subject to higher tax rates. The strategy is intended to prevent the rapid “flipping” of real estate for a quick profit and instead encourages long-term ownership. The tax also is designed to return to the community a significant portion of the short-term gains made by the rapid turnover of real estate. By discouraging speculation, these graduated taxes may reduce the land costs of affordable housing.

Limited Dividend Program

Canadian Housing Authority Corporation. Affordable housing projects are financed at 115% of the cost. At the time the project receives the certificate of occupancy, the developer is given the 15% incentive if the units are restricted to a rental or for sale percentage growth per year. The developer is responsible for managing the project for a minimum of 20 years and can receive a management fee.

3. Use of Existing Housing Stock

Construction of for-sale units is the current focus in our communities to increase affordable housing units. Not all that require affordable housing are able to purchase or desire to buy a unit. Rent is a heavy weight to carry for many Summit County residents: More than 20 percent of renters in Summit County face a server housing burden (housing costs, including utilities, exceed 50% of household income³). Measures that either maintains the existing affordable housing supply or increase it using existing units need attention.

Incentivize Long-Term Rentals

The tourism economy of Summit County lends itself to buyers purchasing residential units as a rental property or a second home. By deed restricting existing units to primary residences or ensuring reduced rental rates, communities are beginning to meet their affordable housing demand.

Vail, Colorado. The Vail InDEED program was created to provide cash incentivize in exchange for a deed restriction on a Vail residential property. The property owner can use funds from the sale of the deed restrictions for any purpose. The average cost of a Vail InDEED deed restriction is \$66,000. Terms of the deed restriction include:

- The unit must be the buyer’s primary residence;
- Buyers must work in Eagle County an average of 30 hours per week over the course of a year.; and,
- The deed restrictions do not impose an appreciation cap.

Waltham, Massachusetts. The City of Waltham passed a Deed Restriction Buy-Down program where landlords receive upfront a significant sum of money, equal to the difference between market value and affordable rent for a 10-year period. In exchange, a deed restriction for the same span of time is placed on the property.

³ Summit County Housing Affordability Assessment, 2017

Overnight Accommodations in Residential Zones

In high cost-of-living areas, many argue that short term rental platforms like Airbnb absorb inventory that would otherwise be available for traditional 12-month leases. Overnight accommodations end up restricting the housing supply and causing rental prices to climb higher.

Santa Monica, California. The City of Santa Monica passed an ordinance regulating the short-term vacation rental market by authorizing licensed “home-sharing” (rentals where residents remain on-site with guests) but prohibiting all other home rentals of 30 consecutive days or less. As to home-sharing rentals, the ordinance imposed certain obligations directly on hosting platforms such as Airbnb, including disclosing certain listing and booking information regularly to the City and refraining from booking transactions for properties not licensed by the City.

Washington DC. In 2018, local lawmakers enacted restrictions on short term housing that took effect on October 1, 2019. The new regulations restrict property owners in Washington DC to rent out one home as a short-term rental, and this home must be the landlord's primary residence. The maximum number of times you can rent out an entire property as a vacation rental is 90 nights per year. Property owners who do not adhere to these new restrictions and requirements will be subject to fines ranging from \$500 to \$6,000

Accessory Dwelling Units

Accessory and secondary development units help increase housing stock within an existing built environment. Specifically, these units increase the stock of rental units in a community. ADUs have the potential to help ease the housing shortage and to provide places to rent that are more affordable than a standard single-family home.

Portland, Oregon. The City of Portland took bold steps to develop affordable housing in the City by incentivizing homeowners to build Accessory Dwelling Units (ADUs). Portland took action to educate homeowners about their eligibility to develop ADUs and what the benefits are. Also making clear that the new fee waivers were being made available temporarily. The program has been extended twice since its original implementation and is expected to continue it further based on its widespread success.

COMMUNITY HIGHLIGHT

Santa Cruz County, California. Developers and housing advocates championed both Accessory Dwelling Units (ADU) and micro-units as a means of allowing seniors to age in place and providing housing affordable to a broader range of households. With the Santa Cruz County community facing a critical housing shortage and high housing costs, the County looked at ways to expand access to affordable housing for residents

The County created a forgivable loan program for anyone who will agree to rent their ADU at an affordable rent to an income-qualified renter. Up to \$40,000 is available to fund construction, subsidize fees, or contribute to a down payment that will allow borrowers to secure additional financing.

The County partnered with Habitat for Humanity Monterey Bay and Senior Network Services to create the My House My Home loan program to help low-income senior homeowners build ADUs. The goal is for the ADUs to provide rental income and flexible living arrangements to help seniors age in place.

4. Advocacy

Often much of the community does not show up to speak in favor of a project they support, rather attendance at public meetings is boosted by those opposed to a project. Many times, those opposed to affordable housing do not understand the issue and types of community members served by this effort. Education of affordable housing, our community, workforce, and traffic need to be disbursed among community members to assist with a more open dialog about any impacts a project may contribute to a neighborhood.

Advocacy also includes building a local pro-affordable housing movement in the area. By activating those supportive of affordable housing in the community, voices from all sides can be expressed in public meetings and during the review of proposed projects.

The Park City Community Foundation sponsored Social Equity Affordable Housing Taskforce and identified the formation of this type of group as essential to move forward and change barriers to affordable housing. The PCCF's proposal to Park City Municipal's Council addresses additional action points regarding this topic. This type of advocacy is needed at both the local and state level.

Best Practices

Regional Collaboration Efforts

Communities along the Wasatch Back are part of the same ecosystem. When one community makes a change, impacts can be felt in other areas such as increased traffic, increased housing demand, increased housing prices, and an increased need for local services. Each also has its growth trajectory outside of the impacts from other communities.

All entities expressed a desire to keep a diversity of people living in their communities, ensuring each place retains its authenticity as a full community. By working together, each community can understand the other's needs. Collaboration can result in partnerships that can assist in other common impacts the communities see from the resort economy.

Complete a Housing Inventory

A housing inventory is a valuable tool. However, due to the length of time it takes to compile the registry, it is not recommended as a first step. Many fruitful efforts that benefit the increase in affordable housing can be accomplished without this step.

Once the production of affordable housing increases, a housing inventory can assist in determining the areas of greatest need. A housing inventory would include current land uses and vacant land, age of structures, sales price and/or rental price. The quantity can be compared to the current demand for housing and projected workforce growth.

Establish a Regional Housing Authority

Mountainlands Community Housing Trust successfully worked to provide a central point for affordable housing in the community. With the increasing need for affordable housing, all affordable housing entities will benefit from a current housing inventory paired with the creation of a formalized housing authority. Establishing a formal housing authority allows for ongoing tracking of inventory and monitoring of deed restrictions.

Housing authorities can access additional funding sources to support projects and efforts than individual cities or counties often can. Having an organization that is solely focused on affordable housing for the area is a benefit to the community.

Expansion and Increase of Transit Service

Connecting affordable housing to commercial and business districts is essential. If residents live too far to walk and have no available transit service, their only option is to drive. Commuting employees add to the existing congestion experienced daily in and out of Park City. An effort to prioritize extending service to affordable housing developments is needed during approval, and construction can ensure new residents have an alternative option rather than driving.

Coordinated State Legislature Efforts

Developing an overarching strategy on Affordable Housing along the Wasatch Back would provide the groundwork for further efforts in lobbying the state legislature. The coordinated effort helps raise the issue as an important one for the Wasatch Back and the State of Utah. It can assist in reducing legislative barriers that prevent some of the funding solutions proposed. Working together to provide public testimony and support of legislation brings more constituents to the table.

Recommended Next Steps

Habitat for Humanity of Summit and Wasatch Counties asks the community and Summit County to review the solutions provided and determine which would best benefit the community. Habitat, working with community members and government staff, can provide feedback during the adoption period as well as build a local advocacy campaign supporting affordable housing solutions. Measures easy to implement should be taken care of immediately rather than waiting for the adoption of a whole “toolbox” of measures.

Habitat for Humanity of Summit and Wasatch Counties recommends the following steps towards implementing solutions that increase the production of affordable housing.

- Schedule time at an upcoming Council meeting for staff and Habitat to review the solutions within the report.
- Direct County/City staff working on planning and affordable housing projects review capabilities of solutions
- Meet quarterly with Affordable Housing Work Group to outline actions that move solutions included within this plan, forward.
- Reference this report when reviewing changes to regulations and during the review of affordable housing projects.
- Coordinate updates with City and County affordable housing liaisons and staff.
- Engage and support Habitat with community advocacy in support of affordable housing.

Conclusion

Summit County’s communities have an affordable housing shortfall and leaving efforts as is will do nothing but create a greater need as the area and economies grow. Identifying and adopting measures as included within this report can help quicken the pace of project development and help fill the gap for the funding needed to construct homes.

Exhibit A – Development Process Flow Chart

Wells Development Corporation Development Process Flow Chart for Income Property For Discussion Only Jun-89																
		Start	go/no go		go/no go		go/no go		go/no go		go/no go				End	
Phase	Sub-Phase	Pre-Development				Development				Construction				Post-Construction		
		Concept		Feasibility Study		Due Diligence		Planning		Pre-Construction						
Task				Mitigation Review	Entitlement Review		Check Approval Pipeline		Land Use Review		Utility Extension Agreements		Temporary Certificate of Occupancy		Release of Performance Sureties	
					Permit Review						Performance Sureties					
Finance		Concept Proforma	Financial Goal			Draft Proforma		Final Project Budget		Approval		Draw Requests and Lender Inspections		Final Project Accounting	Project Complete	
				Funding Structure			Cash Flow Model		Formal Finance Request		Commitment Letter					
					Revised Concept Proforma		Concept Request Package		Term Sheet		Loan Documents					
			Equity Funding			Equity Funding		Equity Funding		Equity Funding		Loan Closing				
Construction			Select General Contractor			Prime Systems Analysis		Design Review and Input		Prime Sub Bid		Issue Sub/Supplier Contracts	Mobilize onto Site			
			Historic Cost Analysis				Revised Concept Proforma		Value Engineering Detailed Estimator		Prime Supplier Bid		Site work	Tenant Improvements		
			Concept Cost Budget			Design Review and Input	Provided Project Schedule				Final Bid		Shell and Core	Warranties and Operating Manuals	Release Hold-back	
					Project Concept			Detailed OPM Schedule			Contract, Bonds and Insurance		Enclosure System	Final Punchlist and Clean-up	Project Complete	
													Finisher and Landscaping			
Marketing	Macro Market Conditions		Market Trend Analysis			Select Marketing Team		Design Review and Input		Create Marketing Materials		Open On-site Facility	Initial Move-in		Final Move-in	
		Supply Demand Analysis		Competitive Projects Analysis			Concept Review and Input		Create Marketing Plan		Prepare Standard		Ongoing Sales and Marketing		Ongoing Sales and Marketing	
		Market Target Definition			Supply Demand Analysis						Start Pre-Leasing					
Property Management						Select Management Team		Design Review and Input				Periodic Inspections				
							Concept Review and Input					Maintenance Bid		Ongoing Property Management		
												Maintenance Contractors				

Costs During Development Process

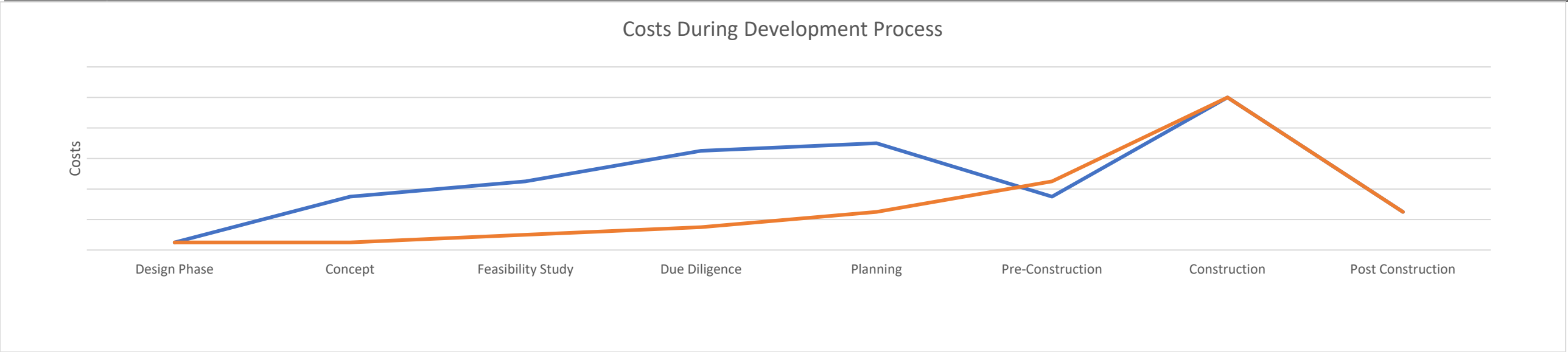


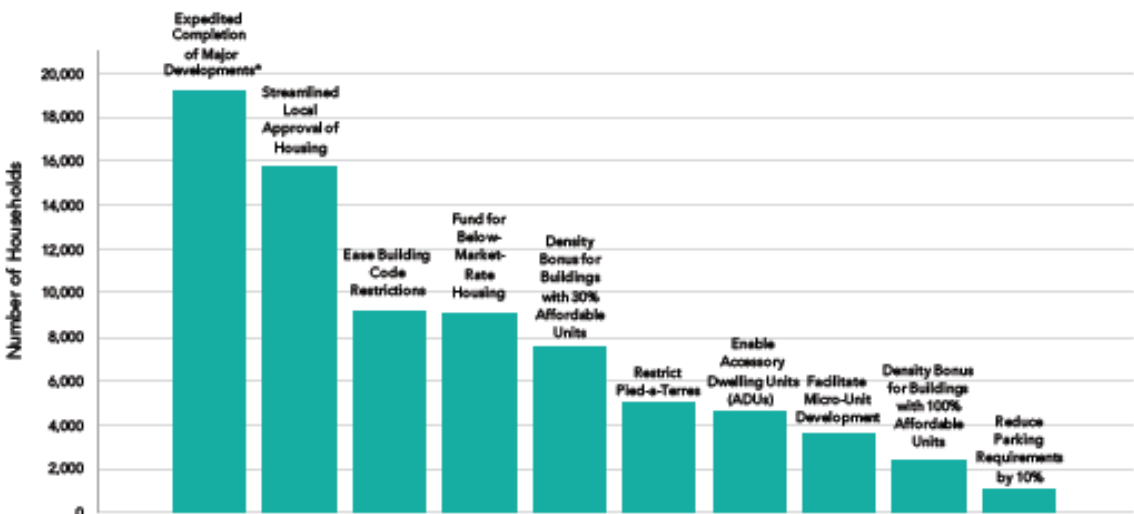
Exhibit B – Resources

Solution	Column1	Town/County	State/Country	Type of Government	Link to Resource
Zoning					
Incentivize Placement of Housing					
	On-Site Affordable Housing Requirements	Austin	Texas	Local	http://www.austintexas.gov/department/affordability-unlocked-development-bonus-program
	Employment Generators and Services	Miami	Florida	Local	https://www.scribd.com/document/363306807/micro-units
		New York	New York	Local	https://www.metalocus.es/en/news/winner-announced-adapt-nyc-competition
	Transportation Corridors	Seattle	Washington	Local	http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/s047781.pdf
Use and Permitting Process Improvements					
Fast Track Processing					
		Santa Fe	New Mexico	Local	http://www.santafenm.gov/community-services/community-development/affordable-housing.asp
		Pinellas County	Florida	County	http://www.co.pinellas.fl.us/bcc/community/PDF/AffordableHsgOrdinance.pdf
		Charlottesville	Virginia	Local	https://www.charlottesville.org/Home/ShowDocument?id=29514
		Montgomery County	Maryland	County	http://www.montgomeryplanning.org/community/housing/frequently_asked_questions.shtm
	Concurrent Review and Approval	Lancaster County	Pennsylvania	County	https://lancastercountyplanning.org/DocumentCenter/View/46/permittining_initiative_sheet?bidId=
Finance/Funding					
Property Tax					
		Chapel Hill	North Carolina	Local	https://chapelboro.com/news/local-government/chapel-hill-manager-recommending-113-million-budget-1-6-cent-property-tax-increase
		Durham	North Carolina	Local	https://www.durhamaffordablehousingbond.com/en/overview
Local Government Bond					
		Chapel Hill	North Carolina	Local	https://www.chapelhillaffordablehousing.org/bondinfo
		Portland	Oregon	Local	https://beta.portland.gov/phb/portlands-housing-bond
Demolition Tax					
		Highland Park	Illinois	Local	https://cms6.revize.com/revize/highlandparkil/government/city_departments/community_development/planning/docs/Demo%20Tax.pdf
General Fund Appropriations					
		Folsom	California	Local	https://www.codepublishing.com/CA/Folsom/html/Folsom16/Folsom1660.html#16.60.070
Real Estate Transfer Fee					
		Somerville	Massachusetts	Local	https://www.somervillema.gov/departments/transfer-fee-home-rule-petition
		Baltimore	Maryland	Local	(See Green Tape process request form.)
Employee Generation Impact Fee					
		Aspen	Colorado	Local	http://reesconsultinginc.com/wp-content/uploads/2010/02/Fee-in-lieu-report-final.pdf
		San Jose	California	Local	https://www.sanjoseca.gov/your-government/departments/housing/developers/affordable-housing-impact-fee
Land Gain Tax					
Limited Dividend Program					
Use of Existing Housing Stock					
Incentivize Long Term Rentals					
		Vail	Colorado	Local	http://www.vailindeed.com/
		Waltham	Massachusetts	Local	https://watchcdc.org/community-organizing-d1/deed-restriction-buy-down/
Overnight Accommodations in Residential Zones					
		Santa Monica	California	Local	https://www.smgov.net/uploadedFiles/Departments/PCD/Permits/Santa%20Monica%20HomeSharing%20Rules%20-%20FINAL%20EFFECTIVE%20JUNE%2012%202015.pdf
		Washington DC		Local	https://code.dccouncil.us/dc/council/laws/22-307.html
Accessory Dwelling Units					
		Portland	Oregon	Local	https://www.portlandoregon.gov/bds/article/707694
		Santa Cruz	California	Local	https://www.sccoplanning.com/ADU/Planyourfinancing.aspx

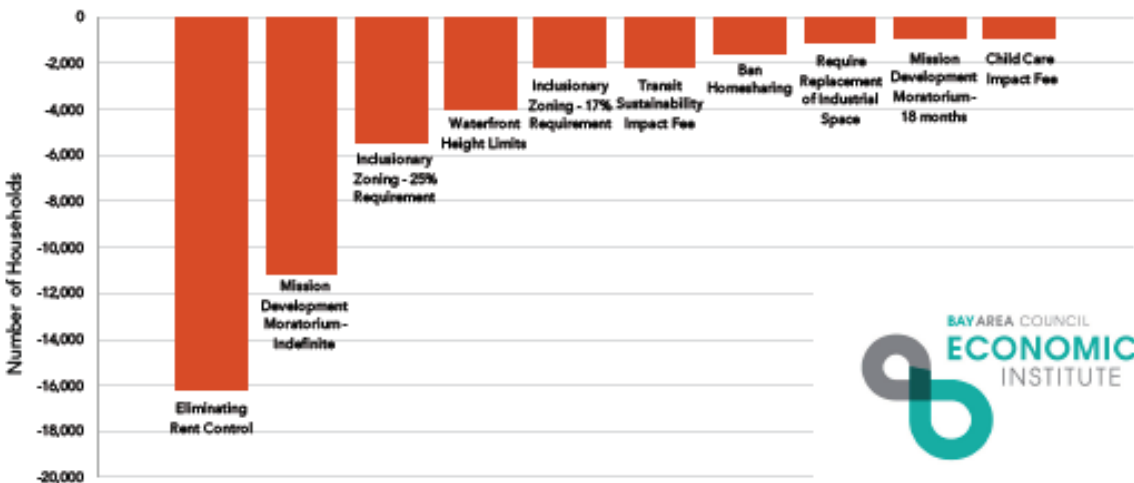
Exhibit C – Policy Choices and Impacts to Affordability

How San Francisco Policy Choices Change the Number of Households Burdened by Housing Costs

Top Ten Policies that Increase Affordability ...



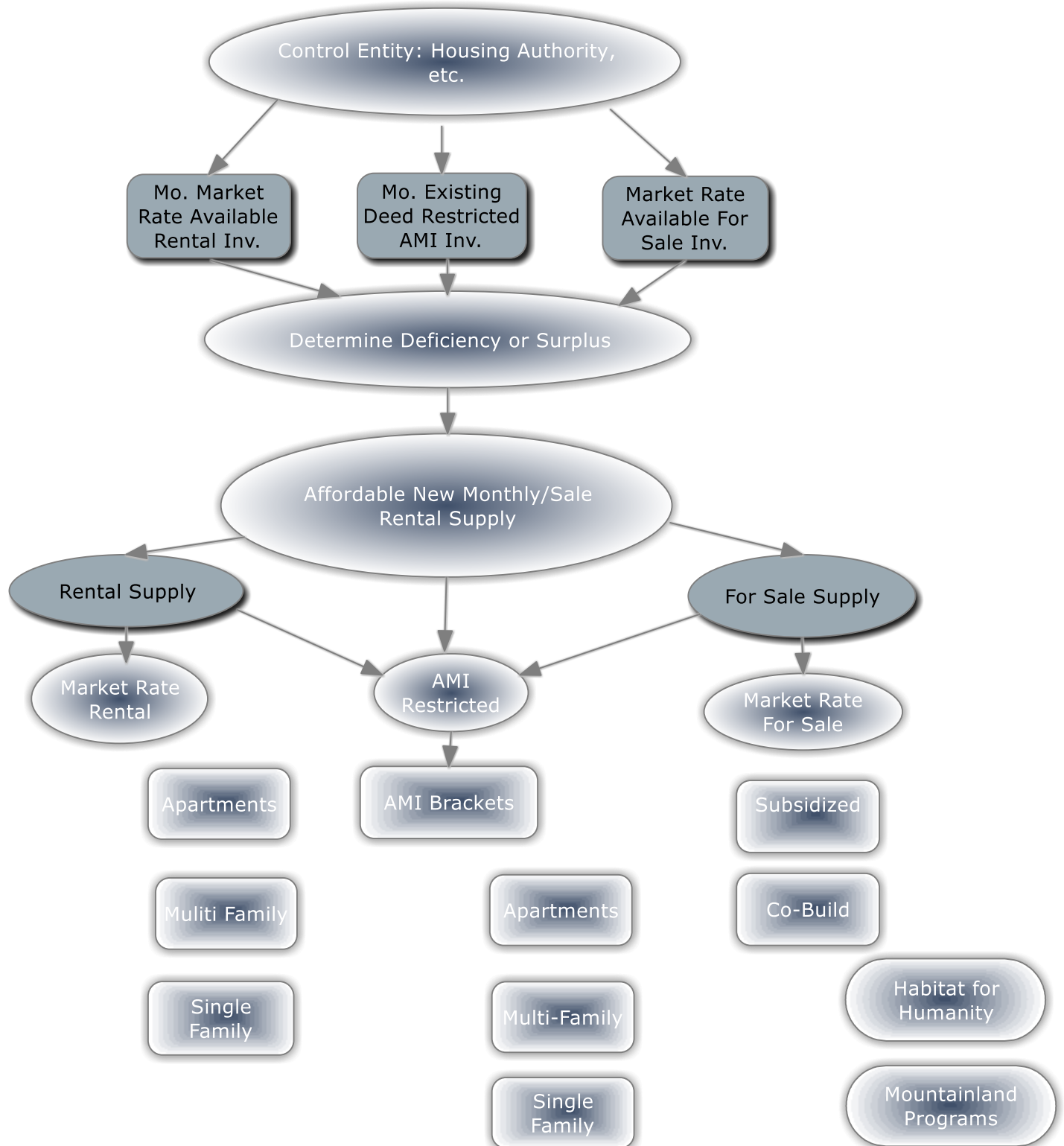
Top Ten Policies that Worsen Affordability ...



*Major developments include the Hunters Point Shipyard, Mission Rock, Treasure Island, and Park Merced projects.
Housing cost burden is defined using the conventional measure of households spending more than 30% of their income on rent or mortgage payments.



Exhibit D - Affordable Housing Inventory and Analysis



References

Summit County Studies

2019 Summit County Moderate Income Housing Report and Resolution Number 2019 31

2017 Summit County Draft Housing Affordability Assessment: Snyderville Basin and E Summit County

Park City Municipal Studies

2020 Park City Municipal Housing Assessment and Plan

2017 Park City Municipal Housing Assessment and Plan

2016 Park City Housing Municipal Needs Assessment

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Franklin Williams

Submitting Department: Transportation Planning

Item Type: Work Session

Agenda Section:

Subject:

5:30 p.m. - Preliminary Aerial Study – Phase 1 Feasibility Update

Suggested Action:

Attachments:

[Aerial Feasibility Staff Report](#)

[Exhibit A: Transit Gondola Feasibility Study](#)

[Exhibit B: Summary of Community Feedback](#)

City Council Staff Report

Subject: Preliminary Aerial Study – Phase 1 Feasibility Update
Author: Franklin Williams, Transit, Julia Collins Transportation Planning
Department: Transportation
Date: Oct 29, 2020
Type of Item: Work Session

Summary Recommendation

Review the initial feasibility study conducted to help evaluate the potential for future aerial connections to major destinations throughout Park City, and consider options for any additional analysis.

Park City residents and businesses identified “Transportation Innovation” as one of four priority pillars in Vision 2020. The Phase I Aerial Feasibility study concluded that, while there are very significant and expensive implementation barriers, an aerial solution could provide a public transportation alternative for moving between major destinations without the use of a motor vehicle.

Despite the possibility of future aerial connections, considerable barriers were identified in the brief feasibility analysis, including major capital and operational costs, fluctuating and inadequate year-round ridership demand, challenging access points, difficult state and local regulations, and significant private land acquisition and use/easements.

In short, while an aerial system is technically possible, the costs are substantial, and the workload to consider this type of undertaking requires additional staff resources. Nonetheless, this is a bold solution that would likely gain traction and utility over time as the planned growth in and around Park City is projected to be considerable. Eventually, aerial-connections could be used to mitigate traffic and congestion further, provided they seamlessly integrated with a comprehensive public transportation system to prevent vehicles from ever entering Park City.

Background

In January 2020, Snow Engineering Group conducted a preliminary feasibility study to connect four major Park City destinations using aerial transportation. The impetus was to provide a bold alternative transit solution that might combat the anticipated growth and development pressure facing Park City.

In other communities, Urban Aerial Gondola’s (UAG) have provided viable transportation for goods and people when: a) additional roads and/or capacity are constrained due to geography; b) high ability to move people between fixed locations is desired; c) a steady flow into origin/destinations is present; and d) community goals include noise, quality of life, and traffic mitigation.

UAG’s were successfully deployed in several other resort communities: Telluride, CO, the gondola is faster than driving; Breckenridge, CO, the system connects gondola users directly between the resort, Main Street, and park and ride lots; and a host of European resorts utilize UAG due to geography and environmental regulations. There are also examples of UAG’s in other large urban areas, such as Portland, OR, and

Medellin, Colombia. Urban areas, unlike the resort communities, tend to achieve better year-round ridership yet do not experience the peak periods of traffic and congestion that resort communities experience during holidays and special events.

Analysis

The Phase 1 Feasibility study assessed whether there were insurmountable barriers in Park City, and used the following questions to guide the study (Exhibit A):

- Could an aerial system be an effective transit solution for Park City?
- Are there potential feasible alignments sufficient to accommodate the system?
- When considering construction, operations, maintenance and potential offsetting costs, what are the economic realities of these concepts?
- Does an aerial transit system help achieve Park City's sustainability goals?

A primary goal was to determine and evaluate potential gondola terminals/stations and alignments to minimize the number of stations (added costs per station and related infrastructure and travel times). Four destinations were chosen because they represent major commercial and activity centers: Old Town Transportation Center, Deer Valley's Snow Park Base Area, Park City Mountain Base Area, and the future Arts and Culture District (A&CD). Three gondola segments were evaluated. (See Figures 1 – 4 on pages 4 – 11 in Exhibit A).

The tables below illustrate the estimated costs for a hypothetical aerial system. (A more detailed financial evaluation is found on pages 16 -19 of Exhibit A).

Table 1. Capital Expenses

Segment	Equipment	Site work & Buildings	Design and Permitting	Contingency	Totals
A: A&CD to Old Town	\$14,100,000	\$7,050,000	\$1,057,500	\$2,115,000	\$24,322,500
B: connection to PCM Base	\$7,000,000	\$3,850,000	\$577,500	\$1,155,000	\$13,282,500
C: Old Town to DV Snow Park	\$15,000,000	\$7,700,000	\$1,155,000	\$2,310,000	\$26,565,000
Total	\$37,000,000	\$18,600,000	\$2,790,000	\$5,580,000	\$64,170,000

Table 2. Annual Operating and Maintenance

Segment	Cost per Hour	Operating Hours	Operating Costs
A: A&C to Old Town	\$310	4925	\$1,526,750
B: connection to PCM Base	\$190	4925	\$935,750
C: Old Town to DV Snow Park	\$230	4925	\$1,132,750
Total	\$730	4925	\$3,595,250

Items not captured in the costs above include:

- Project details that would require state and local code review;

- Utility relocation work, especially high powerline distribution along Bonanza and DV drive;
- Easement costs for traveling over private land and other land use policy work; and
- Costs of hiring and developing in-house expertise to operate an aerial system.

Next Steps

While this study was valuable as an initial, low-cost snapshot of some of the challenges and feasibility, key questions remain unanswered. Staff recommends the following next steps:

1. Complete Park City's Long-range Transportation Master Plan and Short-range Transit Plan approved at the October 1, 2020, City Council meeting.
2. Conduct a Nodal Connections Analysis to determine:
 - a. How to best connect the four major destinations in Park City using various alternative modes of travel that continue to explore innovative solutions;
 - b. Cost benefits of an aerial system versus other transit modes;
 - c. Ridership analysis of potential user demand for the system; and
 - d. How does an aerial system fit into the broader Park City "transportation ecosystem" and support community goals.
3. Consider acquiring or preserving property in major destinations that could be used for future public transit opportunities.
 - a. There are numerous precedents for this type of land-banking that creates flexibility for future municipal uses, such as public transit (gondola terminals, mobility hub, transit center, etc., etc.)
4. Identify early strategies for possible private, regional, state and federal funding partnerships.
5. Compare and contrast the costs to run public busses vis-à-vis the capital and operating costs of aerial. Compare and contrast the ability to meeting day to day and peak demands. Compare and contrast per rider costs, per hour costs, etc. with the existing public transit system, both existing and future costs.

Conclusion: Staff will return to council with updates as we progress on the Long-Range Transportation and Short-Range Transit Plans. Is council interested in staff researching and returning to discuss the additional items listed above?

Attachments

Exhibit A: Transit Gondola Feasibility Study

Exhibit B: Summary of Community Feedback

Transit Gondola Feasibility Study for the Park City Municipal Corporation

May 2020

Prepared for:

Park City Municipal Corporation

Prepared by:

SE Group

Executive Summary

In 2020, the engineering and planning firm SE Group was retained by the Park City Municipal Corporation to conduct a preliminary evaluation around the concept of connecting various major destinations throughout Park City with an aerial transportation system (gondola). The impetus for such a study is the current and anticipated pressure on Park City's transportation infrastructure and system. Urban Aerial Gondola's (UAG) can provide options for transporting goods and people when roads are constrained due to geography, capacity, community goals, and a need to move a lot of people between fixed locations is desirable.

This Park City Transit Gondola Feasibility Study is guided by the following questions:

1. Does an aerial transportation system appear to be an effective transit solution for Park City?
2. Are there potential feasible alignments sufficient to accommodate the system?
3. To what extent may residents and guests use an aerial system for transportation and experience an enhancement of transportation services?
4. When considering construction, operations, maintenance and potential offsetting costs, what are the economic realities of these concepts?
5. Does an aerial transit system help achieve Park City's sustainability goals?
6. What other options are available to meet transit needs of the future?

One of the primary goals of this study was to evaluate potential gondola terminals/stations that would serve as a viable transportation option for Park City residents and visitors, while

minimizing the number of stations/turn stations (due to the added costs and travel times that additional infrastructure brings).

Three segments of a system were conceptualized and evaluated through this analysis. The segments were selected based on connecting the major commercial nodes throughout the City, and a future Park City Arts and Culture District (A&CD) coming to the SW corner of Kearns Blvd and Bonanza Dr; with an anticipated completion date in 2024. The segments include: from the future A&CD to Old Town Transportation Center area (OTTC), with options for connecting lines to Park City Mountain Base Area (PCM) and Deer Valley's Snow Park Base Area (DVSP).

From the analysis performed in this study, it is concluded that while there are significant barriers, development uncertainties, and additional infrastructure requirements, an aerial gondola system could provide a feasible transportation option between the major commercial and resort centers within Park City. The approach and details regarding the conclusions are included within this report.

Introduction

In 2020, Park City Municipal Corporation contracted with SE Group to evaluate the feasibility of an aerial transportation system in Park City. A preliminary evaluation around the concept of connecting major commercial destinations and transit nodes throughout Park City with an aerial transportation system (gondola) was completed and is described in this report. Three segments were conceptualized and evaluated through the analysis contained herein from the future A&CD, to OTTC, PCM and DVSP. The alignment details are in **Figures 1 – 4**, further referenced in each segment siting section. Files are in report folder (link to folder provided in email). A gondola for the purposes of this study is defined as a cable driven aerial connection with independent cabins that runs an average of 11mph/1,000 feet per minute.

The need for this study developed from the increasing demand on current transportation modes. Park City and its surrounding area have been experiencing substantial growth over the last decade. This has put significant pressure on the limited number of transportation corridors into and out of Park City; that is, Utah State Route-224 (SR-224) and Utah State Route-248 (SR-248). Additionally transit passengers on Park City Transit routes continue to increase year over year by an average of 11% a year for the last five years [1], and the major nodes explored represent the most popular destinations. These routes are used to access major destinations such as Old Town Park City, Lower Park Ave/Bonanza Ave, Park City Mountain Resort and Deer Valley.

Aerial Transportation in Park City

1. Does an aerial transportation system appear to be an effective transit solution for Park City?

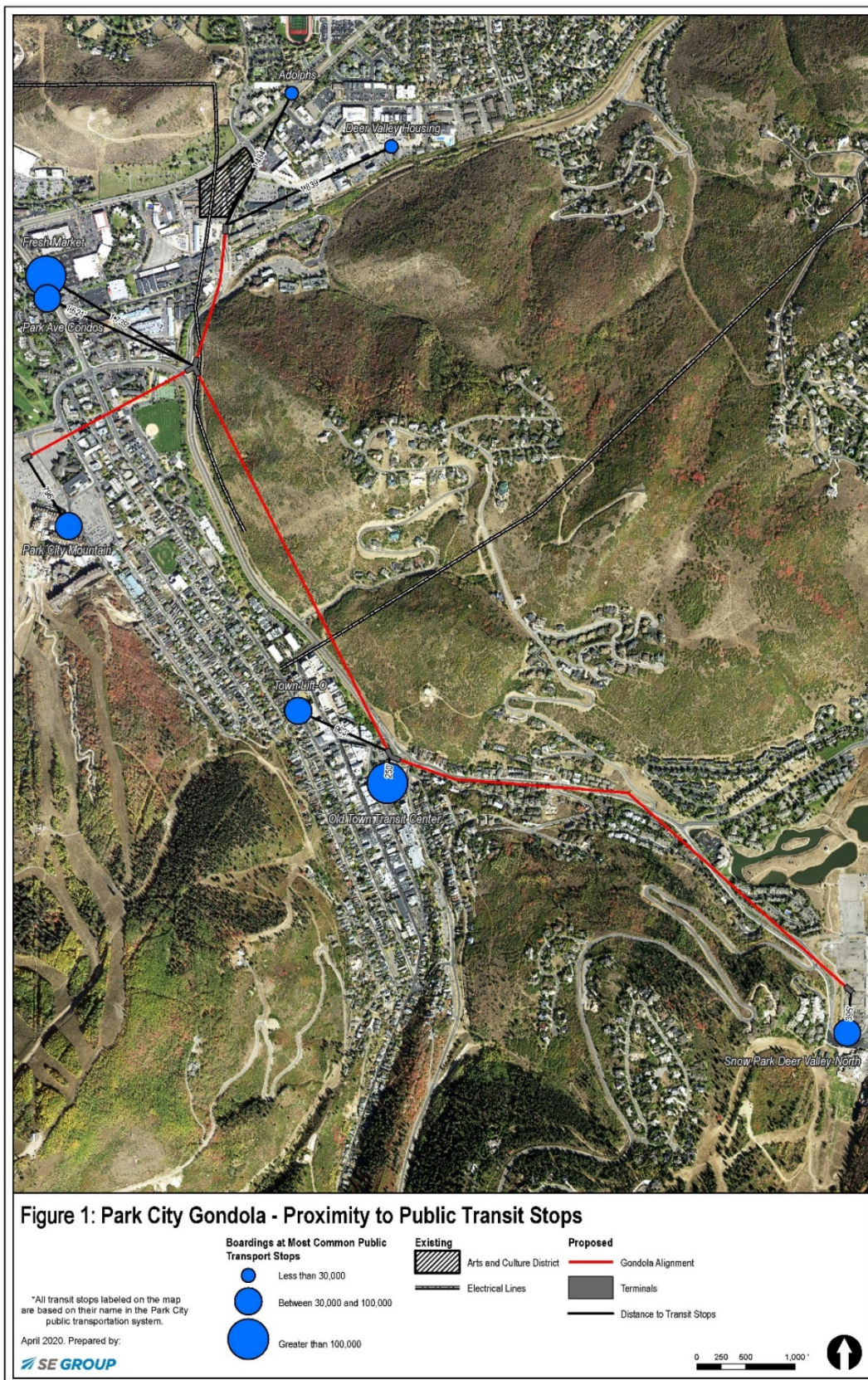
The conceptualized Park City aerial transit system can offer guests, residents, and commuters an alternative method of reliable public transportation that will help meet the City's goals of reduced single occupancy vehicle trips, and a sustainable transportation system. Park City has identified an aerial transit system as a potential opportunity to provide an alternative transit access to PCM, A&CD, DVSP, and OTTC. Given the estimated increase in traffic and public transit use, an aerial transit option throughout Park City could help reduce traffic, alleviate pressure on the existing transit system, and offer supplemental service to provide a more energy efficient transportation alternative for users.

OPPORTUNITIES

The aerial system could be an effective transit solution as one component of an overall transportation system. If existing conditions persist, SR-224 and SR-248 are projected to reach over capacity during peak hours by 2040 [2]. In addition, parking options are projected to be more limited and in higher demand given the increased projection of daily users coming into Park City. In the future, economic incentives and transit options could motivate people arriving to Park City via Kimball Junction or Quinn's Junction to park in outlying lots (i.e., Ecker Hill Park and Ride, Richardson Flat Park and Ride and other future satellite parking developments) and take public transportation to the aerial terminal. Safe and accessible satellite parking options, served by high-frequency transit, coupled with strong in-town parking policies will allow visitors and commuters chose a viable alternative to access Park City other than driving a personal vehicle. In addition, current bus routes would need to be modified to provide access to current high density and frequently visited areas other than the four gondola terminals analyzed in this study. Essentially, the existing bus system would modify itself to become a "feeder" system for the trunk line that would be the gondola. Figure 1 shows the gondola system in proximity to current major public transit stops within Park City.

CHALLENGES

The gondola system does present some challenges as a transportation solution. As currently conceptualized, the gondola would help move people to/from the A&CD to OTTC and potentially PCM and DVSP. It could, but is not necessarily conceptualized to alleviate skier traffic during winter mornings and afternoons as the proposed alignments does not currently intercept regional travelers before they travel on SR-224 or SR-248. Other challenges concern uncertainty with future development of the A&CD, the PCM and DVSP; physical constraints of existing buildings, utilities and rights-of-ways; and parking and access to the gondola system. Collaboration with key stakeholders and property owners would be needed to overcome these challenges. These challenges are large enough that it may not be feasible for all three segments of the system to be built.



Siting of the Gondola System

2. Are there potential feasible alignments sufficient to accommodate the system?

The scope of the Park City Transit Gondola Feasibility Study was to analyze a potential aerial connection from the A&CD to OTTC with spur lines connecting PCM and DVSP. These were determined to be the primary “hubs” and “spokes” of a potential aerial transportation system due to being major destinations throughout Park City. Approximate travel times are identified in **Table 1** between major hubs. With terminals established, a siting analysis was completed that considered numerous factors of transporting riders to and from these locations. These factors assessed the viability of the alignment and included physical constraints (e.g., buildings, topography, and parking), property ownership, regulations and other assumptions about the operations of such a system. A brief description of each segment and a discussion about these factors are detailed below. The alignments should be viewed as initial concepts due to the number of uncertainties with property ownership and stakeholders. Figures 2 – 4 present the overall proposed aerial system configuration.

Table 1. Approximate Travel Times between Hubs

	A&CD	OTTC	PCM	DVSP
A&CD	--	~7 min	~4 min	~15 min
OTTC	~7 min	--	~8 min	~6 min
PCM	~4 min	~8 min	--	~15 min
DVSP	~15 min	~6 min	~15 min	--

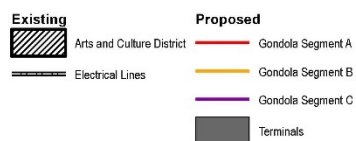
Note: The above times primarily account for aerial transportation time and a small amount of transfer time. They do not account for any lift lines or other potential delays.

As all aerial technology types were briefly evaluated it was determined that a gondola connection provides the greatest flexibility for Park City to expand segments and capacity down the road while also providing users with the most comfortable experience. A gondola for the purposes of this study is defined as a cable driven aerial connection with independent cabins that runs an average of 11mph/1,000 feet per minute.

The feasibility of a gondola system in Park City was not necessarily designed for existing conditions, but rather for potential future conditions. These future conditions include a full build-out of the A&CD, PCM, and DVSP. With the construction of these areas, the opportunity to expand transit options and work through private/public partnerships exists. Additionally, with the growing expansions, more demands will be put on the transit system, roadways and parking supply than currently exists.



Figure 2: Park City Gondola Alignment Map - Full Extent

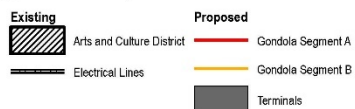


April 2020. Prepared by:





Figure 3: Park City Gondola Alignment Map - Extent 1

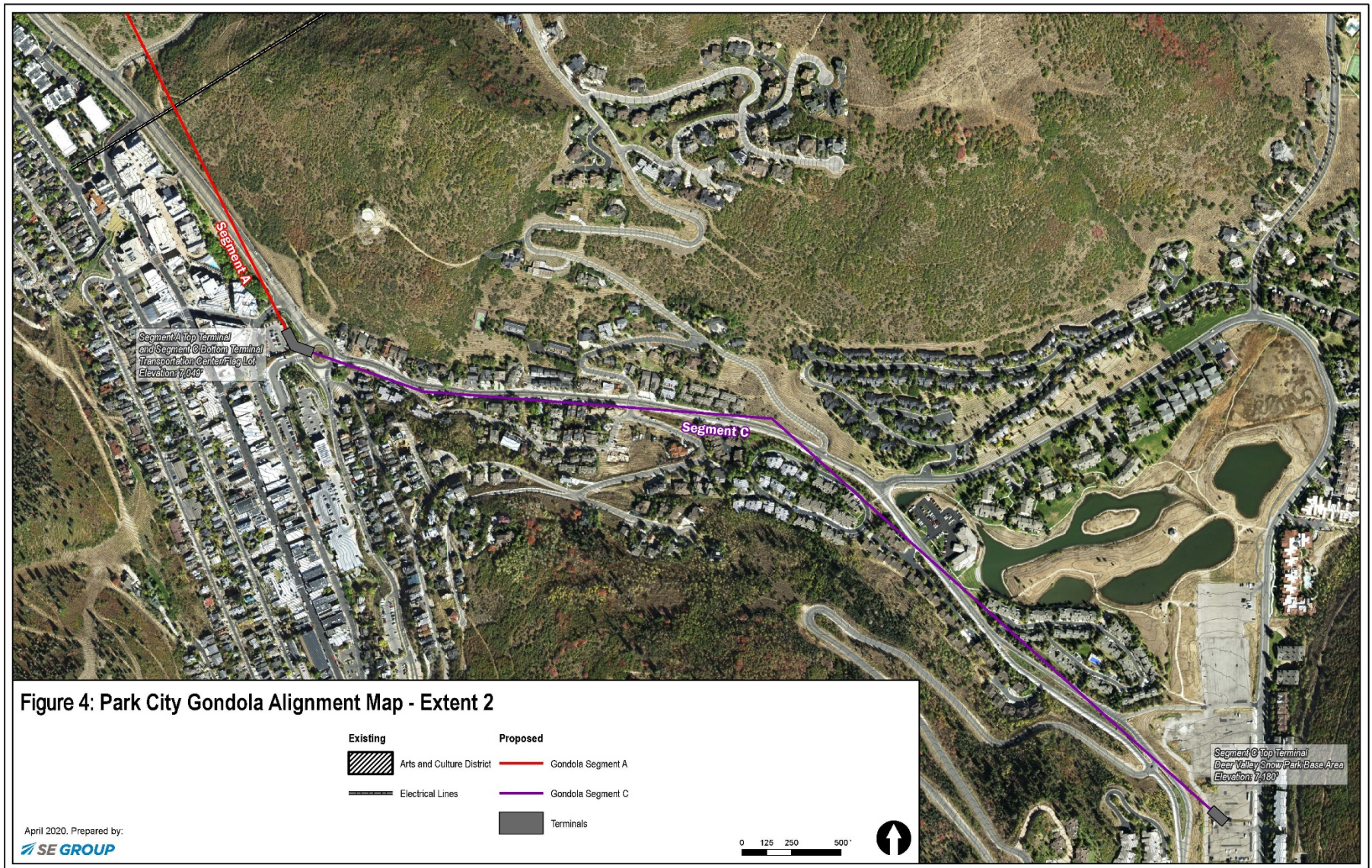


April 2020. Prepared by:



0 125 250 500'





Segment A

Segment A is the main line of the planned Park City Gondola. It would transport riders from the A&CD to OTTC with a mid-station on the east side of the intersection at Deer Valley Drive/SR224 and Bonanza Drive, then continuing up the East side of Deer Valley Dr. to the top terminal located near the OTTC. Having a mid-station in Segment A, would allow riders to transfer to Segment B and access the PCM base area (details in Segment B section).

The bottom or northernmost terminal of Segment A would be located in or next to the planned A&CD district. Depending on the exact terminal location, the alignment could span buildings or might require a small bend (less than four degrees) in the alignment to avoid crossing buildings. It is important to note that a bend greater than four degrees requires an angle station and increases the cost per line by approximately \$3 million. Additionally the segment would need to be built high enough to clear current power lines and seek an exception to current fire codes, or relocation of these power lines should be considered.

From the mid-station, the alignment would traverse Aerie Mountain hillside for a distance of approximately 3,000 feet, avoiding buildings and potential land ownership conflicts. It would cross Deer Valley Drive/SR-224 near the intersection of Heber Avenue and Deer Valley Drive before reaching the top terminal, located near the OTTC. From the top terminal, riders would be able to access Old Town, the Park City bus transit system, or transfer to Segment C to access Deer Valley Resort.

The total length of Segment A is approximately 6,000 feet and includes three stations (bottom, middle and top terminals). A total of 49 cabins would be needed for an initial capacity of 1,500 persons per hour (PPH). The ride time would be approximately 6 minutes assuming an operating speed of 1,000 feet/minute (or 11 miles/hour).

Additional considerations for Segment A gondola alignment:

- A major distribution powerline for the A&CD runs parallel with the Munchkin lot (PCM owned property) located south of the A&CD along Munchkin Road at approximately 65 feet aboveground. These lines currently are not planned to be relocated underground. They could be relocated to the southern edge of the Munchkin lot to allow for the widening of Munchkin Road and to improve the aesthetics of the A&CD however; this would not benefit the current gondola alignment. The gondola would have to cross over or under the powerline. This is not an uncommon circumstance with aerial transportation and would require meeting regulatory fire and Utah state ropeway code to ensure the safety of the gondola and the powerline.
- To avoid bending the gondola alignment more than four degrees and increasing the cost of the alignment significantly, the mid-station of Segment A was located on the eastern side of Bonanza Drive and Deer Valley Drive. To provide access to Segment A mid-station, a tunnel or improved pedestrian crossing would be recommended across Bonanza Drive. These improvements could range from \$10,000 for an improved

crosswalk across Bonanza Drive from the existing bike path to \$4 million for an underpass similar to the recently installed SR248/Kearns Boulevard tunnel.

- For Segment A to be feasible, key stakeholders and property owners would need to be involved to overcome any property rights issues; however, the majority of Segment A is aligned on public property. (See **Table 2, Figures 2 - 3** for the number of potential property owners impacted). Variance to Utah state ropeway regulations would be needed to construct and operate the gondola with buildings within the required 70-foot corridor clearance (see *Regulations* for more details).
- Actual siting and parcel location for the terminal of Segment A has not been included in this study. Supportive amenities and facilities are not included in the cost estimate.

Segment B

Segment B would be a short ride from the Segment A mid-station (on the eastside of Deer Valley Drive/SR224 and Bonanza intersection) to the PCM base area. The proposed alignment as currently conceptualized spans City Park and a privately owned three-story building across from the PCM parking lots. This alignment was chosen due to the limited number of building crossings (there is considerable density between Sullivan Road and Empire Avenue) and an approximate location within the privately owned PCM existing parking lots. The top terminal location would likely need to be modified based on these plans. Key stakeholders and private partnerships would need to be engaged to determine an ideal top terminal location within the planned redeveloped PCM base area and any potential property owner conflicts that might arise.

The total length of Segment B is approximately 2,000 feet with two stations (bottom and top terminals). A total of 19 cabins would be needed for an initial capacity of 1,500 PPH. The ride time would be approximately 3 minutes assuming an operating speed of 1,000 feet/minute (or 11 miles/hour).

Additional considerations for Segment B gondola alignment:

- There may be the potential to align the gondola along 15th Street and avoid spanning taller buildings. The 15th Street alignment would require spanning some one-story buildings. Skiers and riders would likely use the First Time Lift. This could result in some circulation issues with a larger number of skiers and riders starting their day from this area. Additional attention would need to be given to the pedestrian circulation from the terminal of the gondola connecting users to the resort base area.
- For Segment B to be feasible, key stakeholders and property owners would need to be involved to develop partnerships to overcome any property rights issues. (See **Table 2, Figures 2 - 4** for the number of potential property owners impacted). Additionally Park City would need to seek variance to the State regulations to construct and operate the gondola between and above buildings within the required 70-foot corridor clearance (see *Regulations* for more details).

Segment C

Segment C would extend from the Segment A top terminal at the OTTC area to the DVSP base area. The alignment would include two angle stations and generally follow the Deer Valley Drive road alignment. The first angle station would be located near the junction of Deer Valley Drive and Deer Valley Loop. The second angle station would be located near the junction of Deer Valley Drive and Mellow Mountain Road.

The top terminal location was chosen assuming the Silver Lake Express Lift would eventually extend down into existing parking lots. The DVSP parking lots are planned to be developed; and this is a partnership opportunity to advance transit for the City to explore. The top terminal location would likely need to be modified based on future development plans. Key stakeholders would need to be engaged to determine an ideal top terminal location within the planned development of the DVSP base area and any potential property owner conflicts that might arise.

The total length of Segment C is approximately 5,000 feet with four stations (bottom and top terminals and two angle stations). A total of 38 cabins would be needed for an initial capacity of 1,500 PPH. The ride time would be approximately 6 minutes assuming an operating speed of 1,000 feet/minute (or 11 miles/hour).

Additional considerations for Segment C gondola alignment:

- This segment lacks a direct alignment to DVSP base area from the OTTC area. The proposed alignment was chosen to maximize the existing roadway right-of-way and avoid multiple property line intersections, avoid as many structures as possible and to provide the most direct route possible. Even with these considerations, a number of private structures along Deer Valley Drive would be impacted. Other alignments were considered over Rossi Hill to Snow Park base area but were eliminated from consideration due to the number of property lines the alignment would intersect. This would be a significant challenge to overcome. This study only explored connections to DVSP base area, therefore additional alignments to the Silver Lake base area were not considered within the scope of this project.
- For Segment C to be feasible, key stakeholders, resorts and property owners would need to be involved to overcome any property rights and siting issues. (See **Table 2, Figures 2 and 4** for the number of potential property owners impacted). Variance to State ropeway regulations would be needed to construct and operate the gondola with buildings within the required 70-foot corridor clearance (see *Regulations* for more details).

Other Factors

PHYSICAL CONSTRAINTS

A gondola system at this scale and capacity requires a horizontal clearance corridor width of approximately 40 feet to accommodate towers, rope, cabins and requisite clearance distances to ensure safe operation. Utah Ropeway regulation requires a 70-foot corridor. Park City will have to seek variances for each proposed segment. (see *Regulations* for more details). Though tower footprints are relatively small (approximately 30 square feet) once installed, the required corridor width applies at the ground level should tree clearing be necessary. Per state Ropeway code, tree branches are not allowed within 6 feet of the cable, gondola cabins or towers. The gondola alignments presented here pass *between* existing structures to the greatest extent possible and attempt to avoid crossing *above* buildings. As mentioned above, Segments A, B and C as shown requires passage *over* buildings (see **Table 2** for number of buildings within a 70-foot gondola alignment corridor). These could be minimized once initial conversations with key stakeholders are held and ideal terminal locations are established. Topography was also considered in siting stations, with a preference for flat areas and minimization of grade changes between towers and stations. **Figures 2 – 4** presents the alignments on aerial imagery of Park City to provide context for how the alignments fit within the context of existing buildings, vegetation and in relation to the planned A&CD, PCM, Old Town and Deer Valley.

PROPERTY OWNERSHIP

An assessment of property ownership was conducted through the acquisition of detailed parcel data. A Geographic Information Systems (GIS) database was developed to allow site planning and property ownership to be considered and evaluated. The assessed alignments occupy Park City-owned property to the greatest extent possible to reduce the costs and impacts to private landowners. **Table 2** displays ownership of all parcels intersected for each gondola alignment segment within a 100-foot corridor and buildings within a 70-foot corridor.

Table 2. Property Ownership Along Gondola Alignment

Property Owners within 100-Foot Gondola Alignment Corridor	Segment A	Segment B	Segment C
Park City Municipal Corporation	X	X	X
UDOT	X	X	X
Deer Valley Resort Company			X
Vail Resorts	X	X	
Other Private Property Parcels	24	131	183
« Buildings within the 70-foot Gondola Alignment Corridor (per State Tram Board regulations)	2	5	18

UTAH STATE REGULATIONS

It was assumed the gondola system would be built to comply with all applicable standards and codes. In Utah, gondola systems are governed by the Utah Passenger Ropeway Safety Committee and Utah Administrative Code Rule R920-50 Ropeway Operation Safety [3]. This is a subset of Utah Department of Transportation (UDOT). Air space requirements note no structure (temporary or permanent) shall be permitted to encroach into the air space (i.e., 35 feet space on either side of or under the ropeway). The Ropeway Safety Committee can grant variances can to the requirement, but typically require mitigation for any safety impacts to the gondola. Due to the urban setting, variances along certain sections of the gondola would be required and were assumed to be granted for the purposes of this study.

As planned, the gondola system could also require variances to the fire code for two reasons: the alignment would travel over buildings and terminals would likely be embedded into larger developments. The system was designed to avoid as many building crossings as possible, as well as determine a linear alignment to avoid expensive turn stations. In addition, a gondola terminal could be constructed on the second story of buildings to maximize developable space, create a seamless user experience and reduce the distance needed for gondolas to reach the required elevation. The building's fire alarm system and lift operations would likely need to be linked to receive a variance from fire code. It was assumed variances to the fire code would be granted.

Utilities

The alignment of Segment A and Segment B includes crossing of electrical distribution lines owned by Pacific Corporation (Rocky Mountain Power). These power lines are 60-65 feet tall. The study recommends further discussion with Pacific Corporation on the options available to Park City for: 1) relocating the lines; 2) running the gondola to go over or under the power lines and the required clearance. The estimated power requirements for each gondola segment are:

Segment A 500HP 540kVA, 480V, 3 Phase required power

Segment B 400HP 450kVA, 480V, 3 Phase required power

Segment C 400HP 450kVA, 480V, 3 Phase required power

For return and mid-stations, 80kVA of 480VAC (Per lift at station) are required.

Additional study and discussion with Rocky Mountain Power is recommended to determine exact power infrastructure and energy demands.

ASSUMPTIONS

The conceptualized gondola system required a number of assumptions to be made. These include impacts from future developments within Park City, coordination with key stakeholders and integration into the public transportation system.

Three major future developments within Park City include the A&CD, PCM base area and DVSP base area. Due to the uncertainty with these three properties (e.g., not yet constructed), terminal locations were generally placed within the boundaries of the given properties; however, additional siting and discussion with key stakeholders will be necessary and potential alignment modifications made based on these discussions. Additionally, the assumptions made to determine gondola terminal locations are also true for gondola alignments. If terminal locations were to change due to additional information about property development, alignments would also have to be modified. The terminal locations and alignments were chosen based on the best available information at the time of this report.

The analysis also considered the gondola system within the context of a greater regional transportation system. It was assumed the gondola system would not eliminate all bus routes in Park City but compliment them. It was also assumed a portion of vehicles would park in outlying lots (i.e., Ecker Hill and Richardson Flats park-and-ride lots or future park-and-ride lots), take a bus to the A&CD gondola hub to access OTTC, PCM or DVSP. Potential modifications or reductions to bus service (and associated cost savings) were not explored as part of this phase of feasibility. It can be assumed that the high capacity of the gondola system could supplement or replace most existing transit service that serves similar areas and many transit routes could turn into “gondola feeder” lines that drop off at various gondola stations. However, additional study and evaluation is recommended in order to determine the impacts and potential alterations needed to the transportation system to enhance the overall user experience and effectively incorporate an aerial system. Additionally, a gondola connections to/from Quinn’s Junction and Kimball Junction were considered, but not studied in detail for this analysis due to the initial identified scope of the project. Refer to *Comparable Options* section for a more detailed discussion on these connections.

Capacity

3. To what extent may residents and guests use the system and experience an enhancement of services?

One of the primary goals of this study is to site gondola stations that would serve as a viable transportation option for Park City residents and visitors, while minimizing the number of terminals/turn stations (due to cost, maintenance and travel time impacts). Stations were located and spaced to serve the primary destinations within Park City by providing ready connections between the A&CD, PCM, Old Town and DVSP base area. The gondola system aims to reduce traffic congestion, improve connectivity across Park City and enhance both transit service and the experience of using transit. To that end, the existing transit system was analyzed at a very high level as well as existing vehicular traffic numbers to get a sense of what the initial and future demand on the gondola system might be as presented in this study. Future evaluation and study of these issues is recommended.

Gondola ridership has the potential to be very supported by users in Park City due to the mountain town culture, existing traffic volumes and bus ridership. However, a variety of barriers exists to ensure the system is successful and can adequately capture riders (shifting existing trips off of private vehicles and buses). A primary barrier to potential gondola ridership is the availability and location of parking to service the gondola. Ideally, cars would park at the periphery of the gondola system and use it to access all of the commercial areas. Currently, the base areas for DV and PCM have free parking, creating no incentive for vehicles to not drive directly to these base areas. It is unclear how much parking is planned as part of the A&CD, PCM and DVSP developments. While parking in Old Town is a scarce resource, the location of the proposed OTTC gondola terminal is walking distance to China Bridge - a five story ~600 vehicle capacity parking garage. Utilizing park and rides farther away from Park City along SR 224 and SR 248 (Ecker Hill, Quinn's Junction and Richardson Flat) are options, but would necessitate multiple transit trips to access the gondola system and require transfers. Until a broader parking strategy is included into the transportation system, it is unreasonable to estimate the ridership on the gondola system based off of existing vehicle traffic. We can only reasonably estimate gondola ridership as a replacement/supplement to current transit options.

The proposed gondola system would have a capacity of 1,000 to 3,000 PPH. Although existing transit demand is currently at about 450 PPH during peak times, that number is expected to increase each year. Therefore, an initial capacity of 1,000 to 1,200 for the gondola system seems to be a good target. If bus routes are reconfigured to "feed" the gondola segments and additional parking is built near any of the gondola stations, the gondola would likely have even higher utilization.

The existing bus network in Park City is robust. With twelve (12) bus lines and a Main Street Trolley (as well as some additional services during the Sundance Film Festival) the bus system recorded 2.8 million rides during 2019. Of those rides, 1.7 million of them occurred during the winter months of December through March. Transit ridership has increased on average by 11% per year for the last five years [4].

The routes that most closely follow the gondola system alignment are the 1, 2, 3, 4, 5, 10 and the Main Street Trolley. These are also known as the Red, Green, Blue, Orange, Yellow and parts of the Kimball Junction/Main Street Express Route. Ridership for these routes was estimated at 30,189 trips for the winter months of 2019 [5]. When service hours for these routes are taken into account, the ridership is 239 PPH across all service hours. If a peak hour is estimated to have triple the ridership of a non-peak hour, a peak hour could have approximately 450 PPH using transit. If a 10% growth per year projection is applied, the demand could be nearly 800 PPH in 2025 and over 1,200 PPH by 2030.

Vehicular traffic on the two main routes into Park City (SR 224 and SR 248) are also growing each year. The current AADT (Average Annual Daily Traffic) for SR 224 is 16,500 cars per day with numbers between 18,000 and 20,000 cars per day during the peak months. The segment of SR 248 between the intersections at SR 224 and Bonanza Drive saw an AADT in 2016 of 25,000 vehicles per day [6]. Vehicle traffic is projected to increase on both of these corridors by an estimated 3-5% per year between now and 2040 [7]. Park City has been working with the

Utah Department of Transportation on corridor plans and intersection improvements to manage traffic flow on these roads. Both are projected to have a LOS (Level of Service) of D or F in the near future. A level of LOS D through F describes a road segment that is at or is close to capacity and failure (frequent stoppages and delays in movement).

Financial Evaluation

4. When considering construction, operations, maintenance and potential offsetting costs, what are the economic realities of these concepts?

Using the information gathered, SE Group consulted lift equipment manufacturers (as well as our own internal data) to establish preliminary parameters for the cost, installation, operation and maintenance (short and long term) of the three gondola segments. The financial evaluation has been separated out by segment.

Capital Cost of Equipment and Infrastructure

Based on the identified system configurations and capacities, preliminary anticipated total capital project costs were developed by SE Group in conjunction with Leitner-Poma engineers. The anticipated capital costs include all lift equipment, site works, buildings, design, engineering, permitting and an applicable project contingency (10% of total). The values calculated are preliminary, based on project details known to-date and error on the conservative side where assumptions are required. While the equipment costs are thought to be reasonably accurate, the estimated costs for site works, construction, and buildings have been generalized at approximately 50 percent of the equipment costs (based on discussions with Leitner-Poma). Site works and buildings were considered to include grip maintenance building, standalone terminals, electricity to terminals, grading/paving for pedestrian and vehicle access and other required site work. If undertaken, more detailed site planning and analysis is recommended and may reveal these costs to be somewhat overstated.

Table 3. Capital Expense Detail

Segment	Equipment Cost	Site Works and Buildings	Design and Permitting (5%)	Contingency (10%)	Total Project Cost
Segment A	\$14,100,000	\$7,050,000	\$1,057,500	\$2,115,000	\$24,322,500
Segment B	\$7,700,000	\$3,850,000	\$577,500	\$1,155,000	\$13,282,500
Segment C	\$15,400,000	\$7,700,000	\$1,155,000	\$2,310,000	\$26,565,000
Total	\$37,200,000	\$18,600,000	\$2,790,000	\$5,580,000	\$64,170,000

Operations, Operating Cost and Maintenance

The analysis evaluated anticipated operating and maintenance costs inclusive of labor (operators, supervisors and maintenance personnel), daily/annual maintenance requirements/supplies, power, insurance, licensing and inspection. Operating costs were aggregated as a total cost per operating hour and were calculated to be \$310/hour for Segment A, \$190/hour for Segment B and \$230/hour for Segment C. If all segments were operating, total operating cost would be \$730/hour.

Season, days and hours of operation were developed using the following parameters (modeling the operations as a transit service):

- Winter operations would run from November 1 to April 30, 7:00 a.m. to 10:00 p.m.
- Summer operations would run from May 7 to October 24, 9:00 a.m. to 10:00 p.m.
- Total annual operating hours under these parameters is 4,925 hours.

Long-term maintenance costs for equipment replacement/refurbishment were calculated based on 20 years of cumulative operating hours and include stations refurbishment, haul rope replacement, motor and gearbox overhauls and gondola cabin restoration. These long-term maintenance requirements are apportioned over a 20-year operating period and included as an annual operating expense. To account for potential future inflation and cost increases, all operating and maintenance costs are inflated by 3 percent per year within the model. Maintenance was assumed to occur at the Segment A mid-station because it is a central location within the gondola system and easily accessed from major roads. The building would include storage and space to complete gondola and cabin maintenance. The building would be approximately 2,000 square feet.

Table 3. Annual Operations and Maintenance Cost

Segment	Cost per Hour	Operating Hours	Operating Cost
Segment A	\$310	4,925	\$1,526,750
Segment B	\$190	4,925	\$935,750
Segment C	\$230	4,925	\$1,132,750
Total	\$730		\$3,595,250

Capital Origination and Debt Service

Per discussions with the PCMC, capital necessary to implement the project would likely be secured by municipal bonds. Terms included in the financial analysis are 100 percent bonding, 4 percent annual interest with a 15-year amortization. Annual expenses to service (retire) this debt have been allocated within the model by operating year. Capital could come from grants or other funding sources through private/public partnership.

Summary of Financial Evaluation and Operating Costs

As described above, three segments were evaluated in detail. The following tables present a summary of the operating expenses, maintenance costs, debt service requirements and Net Operating Cost by year for the first ten years of operation for each system configuration evaluated.

Table 5. Financial Evaluation Summary

Park City Gondola Feasibility Study 2020										
Anticipated Financial Performance - Financial Performance										
Operating Expenses estimated to increase 3.0% per year										
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Operating Expenses										
Segment A	\$1,526,750	\$1,572,553	\$1,619,729	\$1,668,321	\$1,718,371	\$1,769,922	\$1,823,019	\$1,877,710	\$1,934,041	\$1,992,062
Segment B	\$935,750	\$963,823	\$992,737	\$1,022,519	\$1,053,195	\$1,084,791	\$1,117,334	\$1,150,854	\$1,185,380	\$1,220,942
Segment C	\$1,132,750	\$1,166,733	\$1,201,734	\$1,237,787	\$1,274,920	\$1,313,168	\$1,352,563	\$1,393,140	\$1,434,934	\$1,477,982
Total Operating Expenses	\$3,595,250	\$3,703,108	\$3,814,201	\$3,928,627	\$4,046,486	\$4,167,880	\$4,292,917	\$4,421,704	\$4,554,355	\$4,782,073
Net Operating Expenses	\$3,595,250	\$3,703,108	\$3,814,201	\$3,928,627	\$4,046,486	\$4,167,880	\$4,292,917	\$4,421,704	\$4,554,355	\$4,782,073
Capital Maintenance Reserve (3% of Operating Exp.)	\$107,858	\$111,093	\$114,426	\$117,859	\$121,395	\$125,036	\$128,787	\$132,651	\$136,631	\$140,730
Annual Facility Cost before Debt Service	\$3,703,108	\$3,814,201	\$3,928,627	\$4,046,486	\$4,167,880	\$4,292,917	\$4,421,704	\$4,554,355	\$4,690,986	\$4,922,802
Debt Service - Segment A		\$5,771,520	\$5,771,520	\$5,771,520	\$5,771,520	\$5,771,520	\$5,771,520	\$5,771,520	\$5,771,520	\$5,771,520
Debt Service - Segment B		\$1,194,643	\$1,194,643	\$1,194,643	\$1,194,643	\$1,194,643	\$1,194,643	\$1,194,643	\$1,194,643	\$1,194,643
Debt Service - Segment C		\$2,389,285	\$2,389,285	\$2,389,285	\$2,389,285	\$2,389,285	\$2,389,285	\$2,389,285	\$2,389,285	\$2,389,285
Total Debt Service	\$0	\$9,355,448	\$9,355,448	\$9,355,448	\$9,355,448	\$9,355,448	\$9,355,448	\$9,355,448	\$9,355,448	\$9,355,448
Net Operating Cost after Debt Svc.	\$3,703,108	\$13,169,649	\$13,284,075	\$13,401,934	\$13,523,329	\$13,648,365	\$13,777,152	\$13,909,804	\$14,046,434	\$14,278,251

Other Considerations

5. Does an aerial transit system help achieve Park City's sustainability goals?

SUSTAINABILITY GOALS

Park City has some of the most ambitious sustainability goals in North America: to be carbon neutral and run on 100% renewable electricity for city operations by 2022 and for the whole community by 2030 [8]. The city intends to achieve these goals by focusing on high-level strategies including energy efficiency, electrification, renewable energy and regeneration. Transportation plays an important role in achieving Park City's sustainability goals and efforts have already been made to reduce carbon emissions associated with travel. For example, since 2016, Park City has embarked on conversion of its bus transit system from diesel-powered buses to electric buses and has set up the beginnings of charging infrastructure for personal electric vehicles. Implementation of a gondola system is consistent with Park City's sustainability goals, as a gondola would provide a convenient and energy efficient option for local transportation, potentially reducing the use of personal motorized vehicles, especially for short, local trips. Gondolas are estimated to use approximate 0.1 kWh of power to carry one passenger over 1 km [9]. This makes gondolas more favorable than cars and buses, but less efficient than trains or light rails at moving people on a per person basis. Numerous studies have documented the energy consumption for these transportation modes.

Gondola systems may function as energy efficient transportation alternatives when compared to motorized vehicles. Lift conveyor systems benefit from operational efficiencies given the use of stationary motors which are optimized to meet the demands of the system. Meanwhile, automobiles consume energy transporting machinery in addition to passengers. An automobile's energy consumption may also vary based on the driver, road conditions, etc.

Furthermore, gondola systems may be plugged into the energy grid and powered or offset by renewable energy sources such as solar and wind. As Park City moves towards 100% renewable energy for city operations and the whole community, it is anticipated that the gondola system could also be powered by renewable energy sources. Renewable energy powered gondola systems currently exist in mountain towns such as Telluride and Aspen, which are powered by wind and solar energy [10].

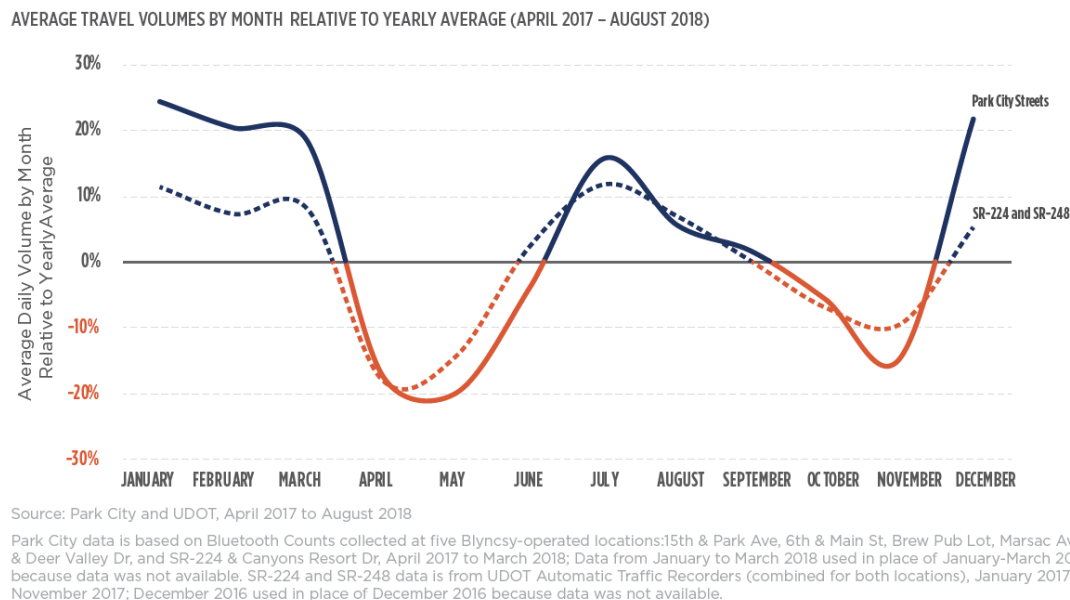
TRANSPORTATION GOALS

Based on Park City's aggressive transit and transportation goals, a gondola system can fit well with identified gaps and service needs. The feasibility for a gondola system has been evaluated within the context of the existing (and projected) transportation network in Park City. The concept proposed within this study is to operate the gondola system with similar hours to that of transit routes. For the gondola to replace single occupancy vehicle use or existing bus lines, it

would need to operate in a manner that encourages its use: similar to transit; year round operation; access to desired locations, to mention a few requirements for successful implementation.

SR-224 is a north-south route owned by Utah Department of Transportation (UDOT) which connects Park City to Kimball Junction and Salt Lake City via Interstate-80. SR-248 is a state east-west route which connects Park City to Quinn's Junction and other outlying communities via U.S.-40. SR-224 has an express route between Kimball Junction and Park City which is the single busiest route for Park City Transit; however, both routes experience significant usage and traffic throughout the year [11]. Together, these two routes provide access to and from Park City for tourists, full-time residents, second-home owners and more.

However, both of these routes—and Park City in general—currently experience higher traffic volumes during both the summer and winter. Below is a figure showing the average traffic volumes from April 2017-August 2018.



There are strong influences to traffic in Park City from special events to winter and summer visitation that drive large fluctuations in volumes and travel behavior.

Park City currently offers a variety of free public transit routes options to support multi modal transportation options for residents, visitors and commuters. Park City Transit operates twelve (12) bus routes and one (1) trolley within and beyond the Park City municipal boundary. The existing public transit system currently connects riders to Main Street, PCM, Deer Valley, Thayne's Canyon, Prospector Square, Quinn's Junction, Kamas, Silver Lake, Empire Pass, Canyons Village, Kimball Junction, Pine Brook and Summit Park. Utah Transit Authority and Park City Transit offer a route between SLC and Park City. The public transit system ridership has varied since implementation but existing ridership is approaching three (3) million one-way passenger trips per year [12]. Seven of the top ten most boarded bus stops are within the Park

City municipal boundary, meaning a significant number of riders use the transit system within Park City municipal boundaries, as well as use it to commute from Kimball Junction, Canyons, and Ecker Hill park and ride [13].

CHALLENGES

While the traffic volumes moving people into, around and through Park City are significant during peak times, the answer of how users will access the gondola segments from within Park City, as well as outlying areas was not part of this study. It is recommended that additional study be undertaken to further understand travel behaviors from a City as well as regional context, and how those may be shaped to both access and benefit from an aerial gondola.

Comparable Options

6. What other options are available to meet transit needs of the future?

This study analyzed the potential gondola connection from the A&CD to OTTC with spur lines connecting PCM and DVSP base areas and did not take a comprehensive look at other terminal locations throughout Park City, per the scope of the project. Other gondola terminals initially discussed but eliminated from the scope were connections to/from Quinn's Junction and Kimball Junction.

A gondola from Quinn's Junction could be feasible and could help address peak day capacity issues on SR-248. An alignment would be approximately 3 miles and could tie into the conceptualized gondola system analyzed in this report. Similar challenges, such as property rights and parking at terminus, would likely need to be overcome. Additional analysis of a gondola system from Quinn's Junction should be considered for a future study.

A gondola connection from Kimball Junction into Park City would be approximately 6 miles. Typically, a gondola is not an effective transportation option over 3 miles. At those distances, transportation modes such as light rail or other mass transportation options are typically more effective.

Alternative transportation options that could meet Park City's future transit needs include light rail, expanded transportation corridors, expanded bus services, congestion pricing and increased parking rates. Some of these alternative transportation options would be prohibitively expensive due to the cost and potential right-of-way acquisition that would be required (i.e., light rail at a cost of over a \$100 million per mile [14]). Most likely a combination of transportation options will be needed to reduce traffic and congestion in Park City in the future and a gondola could be one piece of that overall transportation solution.

Figures

- Figure 1. Park City Gondola Alignment and Major Transportation Nodes
- Figure 2. Park City Gondola Alignment Figure – Full Extent
- Figure 3. Park City Gondola Alignment Figure – Extent 1
- Figure 4. Park City Gondola Alignment Figure – Extent 2

References

[1] Park City Transit Department. Ridership by Route past 5 years spreadsheet. January 2019.

[2] Fehr & Peers, Design Workshop and Horrocks Engineers. 2012. SR-224 Corridor Study, Final Report. August 2012.

Utah Department of Transportation. 2019. State Route 248 Draft Environmental Assessment. Volume 2. November 2019.

https://www.udot.utah.gov/sr193extension/downloads/16518_SR193_SES_Draft_11-18-19.pdf

[3] Utah Office of Administrative Rule. Rule R950-50 Ropeway Operation Safety. November 2019. <https://rules.utah.gov/publicat/code/r920/r920-050.htm#T3>

[4] Park City Transit Department. Ridership by Route past 5 years spreadsheet. January 2019.

[5] Park City Transit Department. Ridership by Route past 5 years spreadsheet. January 2019.

[6] Utah Department of Transportation. 2019. State Route 248 Draft Environmental Assessment. Volume 2. November 18.

https://www.udot.utah.gov/sr193extension/downloads/16518_SR193_SES_Draft_11-18-19.pdf

[7] Utah Department of Transportation. 2019. State Route 248 Draft Environmental Assessment. Volume 2. November 18.

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Fehr & Peers, Design Workshop and Horrocks Engineers. 2012. SR-224 Corridor Study, Final Report. August 2012.

[8] Park City Municipal Corporation. Sustainability. March 2020.

<https://www.parkcity.org/departments/sustainability>

[9] Gondola Project. Ropeway Redux: Highlights from Doppelmayr's Comprehensive Magazine. December 2015. <http://gondolaproject.com/category/cable-transit-industry/>

[10] Town of Mountain Village. Green Gondola Project. March 2020. <https://townofmountainvillage.com/green-living/energy-use/green-gondola-project/>

[11] Fehr & Peers, Design Workshop and Horrocks Engineers. 2012. SR-224 Corridor Study, Final Report. August 2012.

[12] Fehr & Peers. 2016. Park City Transportation Demand Management Final Report. March 2016. <https://www.parkcity.org/home/showdocument?id=41938>

[13] Park City Transit Department. Ridership by Route past 5 years spreadsheet. January 2019.

[14] CityLab. Why It's So Expensive to Build Urban Rail in the U.S. January 2018. <https://www.citylab.com/transportation/2018/01/why-its-so-expensive-to-build-urban-rail-in-the-us/551408/>

Exhibit B: Summary of Community Feedback from Park City Forward – A Transportation Blueprint

“Park City Forward – A Transportation Blueprint”, is Park City’s long range transportation master plan. This master plan update will be finalized in 2021 and will develop a blueprint and actionable transportation projects and strategies to address existing challenges and future growth. The plan will improve safety, protect the natural environment, expand transportation choices, and maintain a high quality of life for those that live, work, and play in Park City. As part of the public participation and plan development, two transportation strategy focused surveys were distributed, which allowed the general public to contribute and provide feedback. Please note that aerial connections were included in the transit sections for two surveys. In March 2019, Park City Forward opened with four strategy areas where participants were asked to review the strategies and prioritize what they would like to see in the future. Strategies were organized into the following categories:

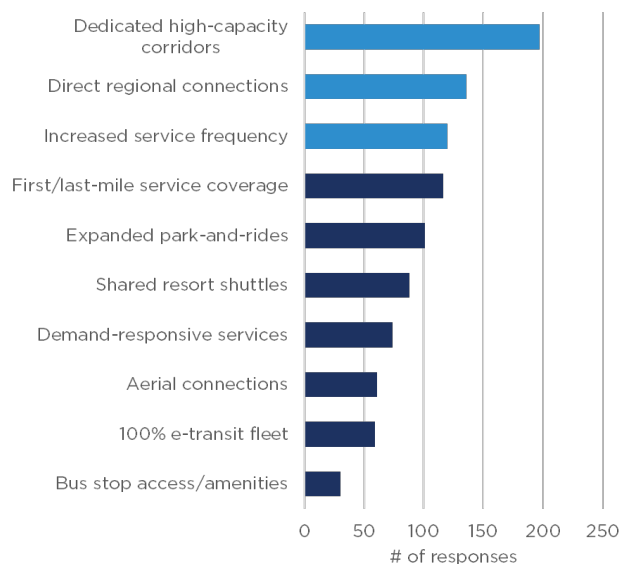
- Transit
- Action Transportation
- Roadways, Freight, and Technology
- Parking, Transportation Demand Management (TDM) and Land Use

More than 330 people responded to the March survey which was available for four weeks. Aerial was included in the “Transit” category of strategies. In this survey, less than 60 people marked the aerial strategy as a priority. The transit strategies that received the most amount of support were dedicated high capacity corridors, direct regional connections and increased service frequency. See the graphs on the following page.

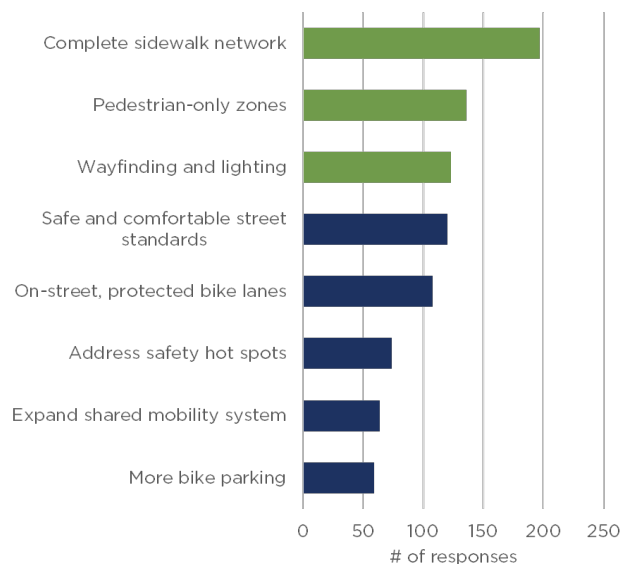
Park City staff returned to the public in October 2019, presenting a refined list of strategies for further public review and comment. This was done through a variety of mechanisms which included another online public survey. Nearly 450 participants provided feedback and their preferred priority for each of the strategies. Participants in this survey were given a numerical value of 1-10 to rate the importance of each strategy. The aerial strategy scored a 4.6. The subsequent graphs summarize how respondents prioritized the other related transportation strategies.

Summary of March 2019 Strategy Prioritization Survey

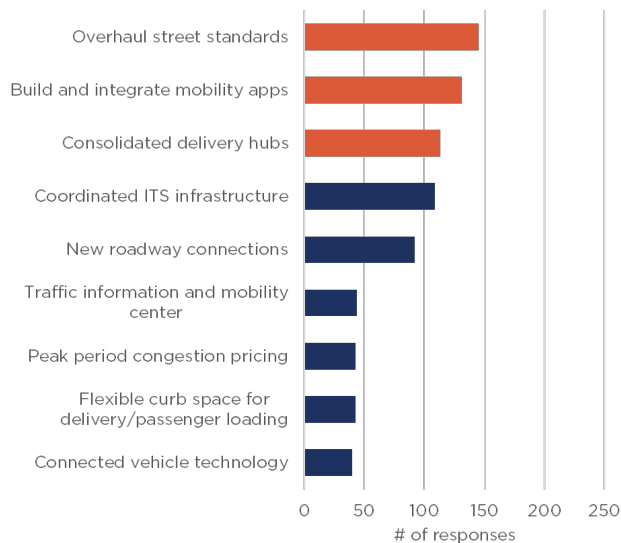
TRANSIT



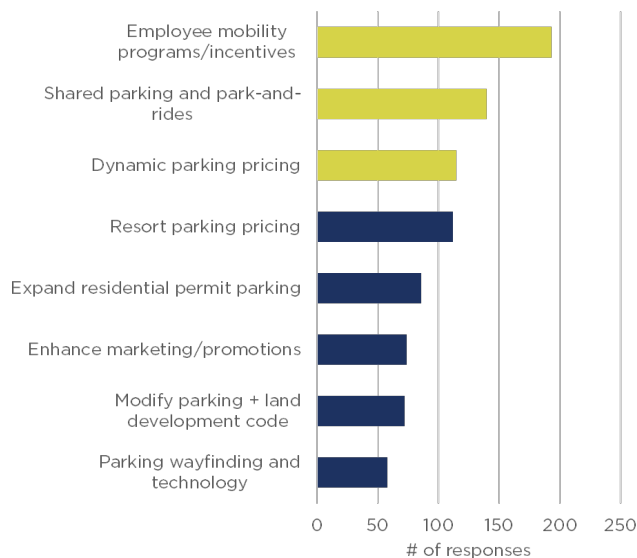
ACTIVE TRANSPORTATION



ROADWAYS, FREIGHT, AND TECHNOLOGY



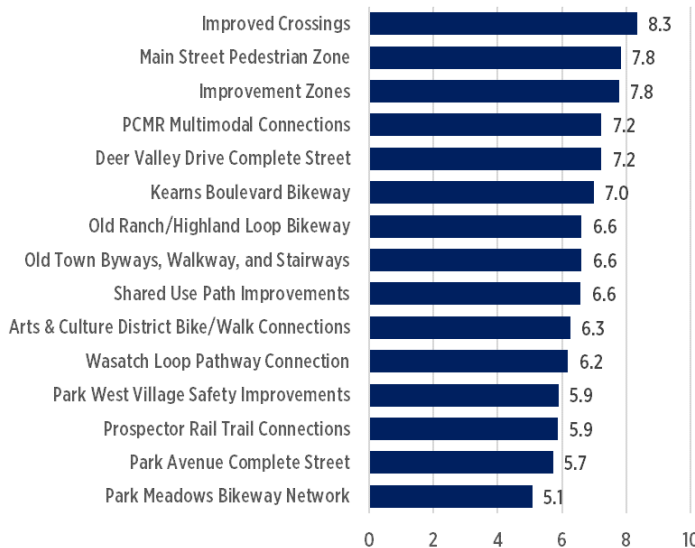
PARKING, TDM, AND LAND USE



Average Scores by Project (10 = highest priority)

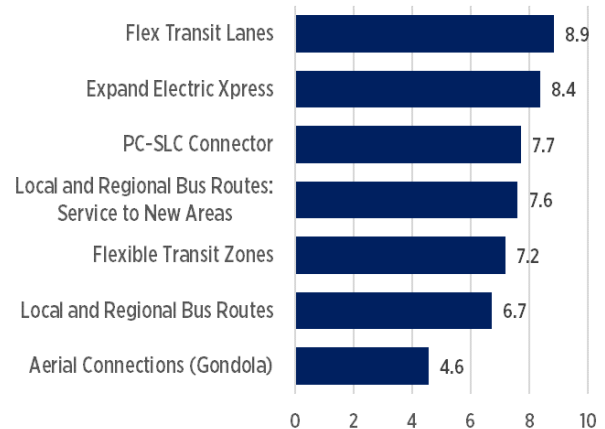
Active Transportation

Active Transportation - Average Scores



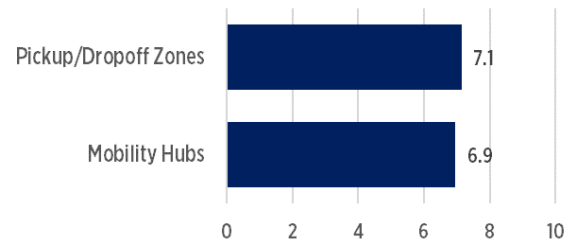
Transit

Transit - Average Scores



Shared Mobility

Shared Mobility - Average Scores



What ideas did people offer for improving Park City's transportation network?

"Construct a gondola that connects Deer Valley (by the Montage), Park City (by Bonanza), Solitude/Brighton, and then Alta/Snowbird to encourage less driving around the mountains and valley! It is high time we proceed on the "One Wasatch" concept to make the connection between the resorts and encourage less driving."

"We need more bike racks on Main Street!"

"Have Main St. be a car-free street. I would prefer car-free all day, but at least during specific hours, such as 3 p.m. - 6 a.m. It would free up so much space on the street and turn it into a much more vibrant area."

"There are a lot of people living in Park Meadows who work at the ski resorts. Most drive themselves to the resorts and take parking that could be used by resort guests. A better transit system (maybe more buses on more direct routes early mornings and after skiing) would accommodate these resort workers."

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Mike McComb

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Park City Municipal Corporation StormReady Status Renewal

Suggested Action:

Attachments:

[StormReady Staff Report](#)



City Council Staff Report

Subject: Park City Municipal Corporation StormReady Status Renewal
Author: Mike McComb, Emergency Program Manager
Department: Executive
Date: October 29, 2020
Type of Item: Informational

Summary

- Park City has renewed its status as a National Weather Service (NWS) StormReady community.
- The City first received official recognition as a StormReady community from the National Weather Service on August 4, 2014.

The Opportunity

The vast majority of all Presidentially-declared disasters are weather-related, leading to an average of 500 deaths per year and nearly \$14 billion in damage. StormReady, a program started in 1999, helps equip America's communities with the communication and safety skills needed to save lives and property--before and during a severe weather event. StormReady helps community leaders and emergency managers strengthen local safety programs. StormReady communities are better prepared to save lives from the onslaught of severe weather through advanced planning, education, and awareness.

In addition to preparation for severe weather, StormReady certification for residents includes 25 Community Rating System Credit Points, which reduce insurance premiums for those participating in the National Flood Insurance Program (NFIP).

StormReady uses a grassroots approach to help communities develop plans to handle all types of extreme weather—from tornadoes to winter storms. The program encourages communities to take a new, proactive approach to improving local hazardous weather operations by providing emergency managers with clear-cut guidelines on how to improve their hazardous weather operations. Applying is easy. To be officially StormReady, a community must:

- Establish a 24-hour warning point and emergency operations center
- Have more than one way to receive severe weather warnings and forecasts and to alert the public
- Create a system that monitors weather conditions locally
- Promote the importance of public readiness through community seminars
- Develop a formal hazardous weather plan, which includes training severe weather spotters and holding emergency exercises.

Background

The StormReady application and review includes a severe weather plan, National Oceanic and Atmospheric Administration (NOAA) weather alert radios in key city buildings, weather spotter training, communications plans, 24-hour warning points, weather, and water monitoring, National Weather Service (NWS) information reception equipment, and weather safety public outreach.

On August 4, 2014, Park City completed its initial application and received National Weather Service recognition as an official StormReady Community, one of only five municipalities and 14 counties in Utah. We have now renewed that status as of September 2020.

More information regarding the StormReady program is located at <https://www.weather.gov/stormready/>

A list of Utah communities, counties, tribes, universities, and commercial entities currently recognized as StormReady:



Counties	Communities	University	Commercial
- Cache - Daggett - Davis - Grand - Iron - Kane - Millard	- Salt Lake - San Juan - Summit - Tooele - Uintah - Washington - Weber	- Brigham City - Logan - Park City - Salt Lake City - Sandy	- Brigham Young University - Utah Valley University
		Indian Tribe	- City Creek Center - Salt Lake City International Airport
		Navajo Reservation	

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from October 1 and 13, 2020

Suggested Action:

Attachments:

[October 1, 2020 Minutes](#)

[October 13, 2020 Minutes](#)



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

October 1, 2020

The Council of Park City, Summit County, Utah, met in open meeting on October 1, 2020, at 5:00 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Mayor Beerman read the Determination of Substantial Health and Safety Risk.

Council Member Gerber moved to close the meeting to discuss property and litigation at 5:00 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Doilney moved to adjourn from Closed Meeting at 5:30 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

WORK SESSION

Transportation Planning Efforts Update:

Alexis Verson and Julia Collins, Transportation Planning Department, presented this item. Collins reviewed the department priorities, which included the Transportation Master Plan. Within the master plan, importance would be placed on creating a project prioritization list. This would be based on growth patterns and financial inputs such as grants and Capital Projects budgets. She stated there would be a one to five year prioritization list and a five to 10 year prioritization list for transportation projects. This department was also responsible for Transit service planning, street redesigns, active transportation and walkability, first/last mile transit connections, mobility hubs, corridor planning and other programs such as travel demand initiatives.

Verson listed some projects her team was working on, and indicated a master transportation plan was needed in order to prioritize them and assign funding to them.

1 Projects would be prioritized based on Council input, stakeholder meetings, public input,
2 data collection and both local and federal funding sources.

3
4 Verson reviewed that her team was currently working from the 2011 Master
5 Transportation Plan, which was very outdated. They proposed re-launching the 2018
6 Park City Forward update to the 2011 plan, and would include the Vision2020 findings
7 with that update. She displayed survey findings for Transit and Active Transportation.
8 She suggested prioritizing active transportation and having a separate Active
9 Transportation Master Plan, noting it would complement the Summit County plan for
10 pedestrian and bicycle infrastructure. Verson also asserted the Short Range Transit
11 Plan should be updated so the City could have a clear vision for what Transit should be
12 for the local community as well as tourists. It would also make the City attractive when
13 Federal funding applications were submitted.

14
15 Collins indicated street typologies were done in the 2011master plan, and now the City
16 was headed in a different direction. This concept would guide the City on how rights-of-
17 way would be allocated. The current priority was for pedestrians, bicycles, transit,
18 general purpose use, and parking, in that order of importance.

19
20 Council Member Joyce thought the Park City Forward updated master plan should get
21 going again and he liked the efforts made to get Federal or State funding. He didn't want
22 to plan so much that nothing would get done, but he liked the proposed changes and
23 felt the City was doing a good job of implementing the plans. Council Member Henney
24 agreed and was impressed the goals from the five-year Short Term Plan had been
25 fulfilled. He felt confident in the projects and pilot programs currently being
26 implemented. He also thought planning would lead to bold actions. Council Member
27 Worel agreed with the previous comments and supported the plan. Council Member
28 Doilney was also impressed that the City had implemented everything from the previous
29 plan, and he supported planning for the future to move people around. Council Member
30 Gerber agreed and supported these efforts. She thought things would continue to
31 change rapidly and felt the plans should be updated. Council Member Henney noted
32 funding hinged on these studies. He thought this was a necessary step in moving
33 forward to achieve bold action.

34
35 Mayor Beerman summarized Council had high confidence in moving forward with a new
36 plan. He was complimentary of the projects put in place over the summer as things
37 were slow. Collins stated she could apply for a grant for a new active transportation plan
38 as well as for updating the Park City Forward master plan. Mayor Beerman looked
39 forward to seeing that soon.

40
41 Council Member Joyce stated the Olympics could come to Park City, and asked that
42 staff think about projects that could be ready to implement if Park City was chosen as a

host. Collins stated that was one of the reasons staff needed the priority lists for the next 10 years.

Collins asked for modal hierarchy feedback. Council Member Worel asked if microtransit would be considered as part of transit. Collins stated this hierarchy was more for designing the right-of-way. Council Member Henney stated there were constraints with the narrow roads and he felt the design should be reflected with the priorities of the community. Council Member Doilney asked about plans for moving children around safely. Collins asked if Council felt sidewalks should be changed to a pathway width. Council Member Doilney thought some bikers rode fast, which could be dangerous for children, and asked that those conditions be considered when planning. Verson stated the active transportation plan was needed to identify where the high comfort zones were within the City, and noted there were different facilities for different uses and they should be combined into the active transportation plan. Council Member Joyce asked if one-way streets could be considered since the City did not have a lot of space in the rights-of-way. The Council felt the hierarchy was good as presented.

Dias stated Verson was leaving the City for another job and indicated she had done a great job during her time here. He also asserted it was important to be strategic with Transportation and this was an organized approach for moving the Council's Transportation priority forward. Mayor Beerman and Council agreed they wanted to see a plan with action that followed.

REGULAR MEETING

I) ROLL CALL

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

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Council Member Worel indicated she had talked to many nonprofits and was impressed with their creativity to keep up their work. She noted the Park City Museum was opening to small groups and would be open limited hours seven days a week.

Council Member Doilney attended the Economic Resiliency Committee meeting and indicated businesses were gearing up for winter.

Mayor Beerman stated he enjoyed the Utah League of Cities and Towns (ULCT) conference. He, Council Member Doilney, Matt Dias, and Margaret Plane met with Hideout officials and they worked on diplomatic and legal efforts. He also attended the Wasatch County Interlocal meeting with Council Member Gerber, and indicated they were asked to update the group on Bonanza Flat.

Staff Communication Report:

1. Centennial Circle Water Loss Update

Council Member Joyce stated the water loss report showed great effort and he felt it would make a big difference.

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

Mayor Beerman opened the meeting for anyone who wished to submit comments to the Council on items not included on the agenda.

Cheryl Fox, Summit Land Conservancy, via Zoom thanked Council for letting the Conservancy use the City building with Mountain Trails and was grateful for rent abatement.

Mayor Beerman closed the public input portion of the meeting.

IV) OLD BUSINESS

1. Consideration to Approve a One-Year Extension of the Downtown Waste Removal Contract and Business Improvement District (BID) Management Contract:

Jonathan Weidenhamer, Economic Development Manager, and Luke Cartin, Environmental Sustainability Manager, presented this item. Weidenhamer reviewed the history of the City's trash contract which was implemented in 2002. He indicated the Business Improvement District was established in 2002 as well. Both contracts were expiring in November. Initially, the City discussed having a waste diversion program that would be promoted when the new trash RFP was released. He recommended extending the contract one year while the new program was developed.

Mayor Beerman opened the meeting for public input. The following comments were submitted:

Carolyn Wawra: "With all the challenges of covid, I'd like to thank you for and support you in continuing to uphold improved waste management as a high priority. Even in non-covid time, waste management can be very challenging and I admire your efforts in staying committed to the best possible options for our community."

Heather Currie: "Thank you for prioritizing Park City's need for improved waste management and landfill diversion. I'm thankful to know Park City Staff is working diligently to explore the highest possibilities on this issue. This is a huge opportunity for us to demonstrate our environmental leadership and drive real impact. Please let us know how we can offered our continued support on this issue!"

Mayor Beerman closed the public input portion of the meeting.

Council Member Gerber stated the extension made sense. Council Member Joyce agreed and thought it was the wrong time to figure out a food waste diversion program as businesses were trying to survive. Council Member Worel agreed and stated it would be trial and error, and waste diversion was not a stress that was needed now. Council Member Joyce thought Weidenhamer could begin to collect data next spring if the economy was at a good point. Council Member Doilney favored keeping the status quo for a year. Mayor Beerman asked staff to be prepared to move forward a year from now. Council Member Gerber wanted space limitations on Main Street taken into account. Council Member Worel asked if the City should do this on its own. Mayor Beerman stated the City could do the technical work and then work with the Historic Park City Alliance (HPCA).

Weidenhamer stated one of the steps of the trash contract was to look at a waste diversion plan. He would come back to discuss the Council's goals for this program. Council Member Joyce knew this was for Old Town, which had the bulk of businesses, and asked if the County residential waste had plans for waste diversion. Cartin stated the County staff would go before the County Council to discuss this as well. He noted there was a potential for opt-in services in the RFP.

Council Member Worel moved to approve a one-year extension of the Downtown Waste Removal contract and Business Improvement District (BID) Management contract. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

V) NEW BUSINESS

1. Consideration to Continue an Ordinance Approving the Twisted Branch Subdivision, Located within the Flagstaff Annexation and Development Area in Park City, Utah:

It was indicated this item would be continued to a date uncertain.

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

Council Member Gerber moved to continue an ordinance approving the Twisted Branch Subdivision, located within the Flagstaff Annexation and Development Area in Park City, Utah to a date uncertain. Council Member Doilney seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

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

2. Consideration to Approve Ordinance 2020-45, Amending Master Planned Developments in the Land Management Code:

Rebecca Ward, Land Use Planner, presented this item and indicated the amendments presented were procedural, but there would be other amendments coming in the future to address different aspects of the LMC.

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

Council Member Joyce was grateful there would be more things required for plats. He expressed concern about the split between MPD major and minor modifications going to the Planning Commission or Planning Director and stated there were examples of situations that could be deemed minor modifications that should be considered by the Planning Commission. Ward stated MPD approvals for height and setbacks were conditioned on buildings that were approved, so any changes would trigger a major modification. Changes in use would have less of an impact. The Planning Commission could specify, unless it was specified in the development agreement, that certain changes would trigger further review. Bigger MPD projects that included phases generally had conditional use permits (CUP) and would be reviewed under the approved height or setbacks of the overall MPD approval. Council Member Joyce thought that would assume there were exceptions. With a new use, there wouldn't be anything that would imply it would be substantive. It wasn't feasible to assume the Planning Commission would consider every possible change that could take place.

Ward stated height or setbacks would be addressed and included in the findings of fact. Council Member Joyce asked if a change to a finding of fact or condition would trigger the item going back to the Planning Commission, to which Ward responded in the affirmative and indicated she hoped the amendments would heighten the findings of fact

1 and would make it easier to track what was initially approved through full development.
2 Council Member Joyce thought if the findings of fact and conditions of approval were
3 attended to, then it would work for substantive changes.
4

5 Council Member Joyce also read Objective Number Seven in the staff report: "Outline
6 Planning Commission discretion to require applicants to provide additional studies and
7 to fund those studies." He asked about the definition of "significantly" for MPDs that
8 significantly increased the density. Ward stated it was worded to give the Planning
9 Commission discretion, but Council could change that wording. Council Member Joyce
10 asked for some guidance, and hoped it could be clarified for the developers'
11 understanding. Ward asked if Council would be comfortable leaving the language as is,
12 and addressing it further in the next phase of the LMC amendments. Council Member
13 Joyce agreed to that proposal.
14

15 Council Member Worel felt it put a burden on the Planning Commission to include every
16 finding of fact that might come up throughout the development process. Ward stated the
17 Planning Commission gave this part of the amendment a lot of attention and requested
18 substantive modifications include findings of fact and conditions of approval. The
19 proposed amendments had the Planning Director determining if a change was minor or
20 substantive and Ward suggested the language could be amended to have the Planning
21 Commission make that determination. Council Member Worel preferred having the
22 Planning Commission make the determination. Council Member Joyce thought minor
23 changes would be held up as they waited to get on a Planning Commission agenda.
24 Council Member Worel stated it was more work for the Planning Commission, but she
25 was more comfortable with that scenario.
26

27 Ward asked if a process could be put in place that wouldn't require an additional
28 application or site plan. The applicant could bring an outlined proposal of the change to
29 the Planning Commission and the Commissioners would decide if the change was
30 minor or major. Council Members Worel and Joyce were comfortable with that proposal.
31 Ward stated a form could be created for applicants to get their questions in front of the
32 Planning Commission.
33

34 Council Member Gerber asked if MPD developments could last for 10 years or more.
35 Ward stated as long as construction started within two years and progress could be
36 proven, it could last until it was completed.
37

38 Council Member Joyce moved to approve Ordinance 2020-45, amending Master
39 Planned Developments in the Land Management Code, with the amendment described
40 to change how the minor and substantive decisions would be made by the Planning
41 Commission and not the Planning Director. Council Member Worel seconded the
42 motion.

RESULT: APPROVED

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

Council Member Joyce moved to close the meeting to discuss property and litigation at 7:13 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 8:30 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

VI) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

October 13, 2020

The Council of Park City, Summit County, Utah, met in open meeting on October 13, 2020, at 2:15 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Mayor Beerman read the Determination of Substantial Health and Safety Risk.

Council Member Doilney moved to close the meeting to discuss property and litigation at 2:15 p.m. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Doilney moved to adjourn from Closed Meeting at 3:30 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

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

II) PARK CITY HOUSING AUTHORITY MEETING

1. ROLL CALL

Attendee Name	Status
Chair Andy Beerman Board Member Max Doilney Board Member Becca Gerber Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, Executive Director Margaret Plane, Special Counsel Michelle Kellogg, Secretary	Present via Technology

None	Excused
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2. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Chair Beerman opened the meeting for public input on matters not on the agenda. No comments were given. Chair Beerman closed the public input portion of the meeting.

3. WORK SESSION

Discuss Park City Mountain Base Area Development - Affordable Housing Mitigation Plan:

Jason Glidden, Affordable Housing Manager, and Robert Schmidt, PEG Development, were present for this item. Schmidt indicated an application with the site plan had been made to the Planning Commission. He displayed the site plan and referred to the affordable housing that was planned for the development. He thought the project had great potential for all parties involved.

Glidden reviewed the original development agreement was signed in 1998. Part A of the development had been constructed, and 23 beds out of the 80 bed affordable housing obligation had not been met. There was a development agreement amendment in 2015, and he noted the housing obligation must be fulfilled prior to a new development application. Glidden reviewed some issues of concern, including offsite versus onsite housing units for employees, employee eligibility since there were two different employers, a seasonal dormitory proposal to fulfill the housing obligation, independent employee generation calculation by the developer, constructing the units during Phase One of the project, maintaining a shuttle program for employees, and having a bond requirement.

Schmidt indicated that Condition Three of the MPD amendment had two alternatives: provide the 23 beds or make a new affordable housing plan. With height and setback limitations, the affordable housing on the site plan was affected. He discussed why he thought the affordable housing should be onsite.

Glidden displayed questions for the Housing Authority to consider: 1) the support of moving affordable housing onsite; 2) a housing requirement to mitigate impacts of the base development including requirements to mitigate mountain operation employees; 3) concerns regarding this part of the proposal and the applicable criteria; 4) the support of the proposed phasing plan; 5) maintaining the employee shuttle program within the Housing Mitigation Plan; and 6) maintaining Condition Three prior to issuing a building permit.

1 Board Member Henney asked if short-term rentals with employee housing was the right
2 mix for Building B. Schmidt stated all the affordable housing would be in one building.
3 Board Member Henney thought the separation would be good. Glidden thought offsite
4 housing should be investigated as well.

5
6 Board Member Joyce asked why there were so many units for sale versus for rent.
7 Schmidt indicated the developer wanted 15% of the units for sale. Glidden stated PEG
8 would split the obligation between for sale and for rent, and there were more rental units
9 then units for sale. Board Member Joyce thought onsite housing would be valuable for
10 base employees.

11
12 Board Member Doilney asked if nightly rentals could be limited in order to allow for long-
13 term rentals. Glidden stated the units for sale were the long-term affordable units. Board
14 Member Joyce stated part of affordable housing was building community, which was
15 why Council wanted the units in town. He thought residents in those units would be part
16 of the resort community. He noted the ski club was 10,000 square feet and a housing
17 obligation wasn't included for that part. Glidden indicated he would get more information
18 on what that club was used for. Board Member Gerber asked if the calculations were
19 industry standard. Glidden stated the numbers were set by a nexus study and staff
20 tracked other cities to make sure it was still in line.

21
22 Chair Beerman asked if the calculations took into account the level of service of the
23 hotel. Glidden stated the service within the hotel was not taken into account and staff
24 wanted to keep the calculations simple. Chair Beerman asked if the obligation included
25 beds because of the 1998 agreement. Glidden stated the obligation was a blend
26 because of the 1998 agreement. The developer had to fulfill the remaining beds from
27 that agreement, and then comply with the new affordable housing requirements for its
28 new development.

29
30 Board Member Joyce asked what the justification was for having eight beds to a room.
31 Schmidt stated this proposal was similar to Jackson Hole employee housing: building an
32 eight bedroom unit that included a main living room and kitchen. Board Member Doilney
33 stated people rented one bedroom units and multiple people lived there. He favored
34 more units like this proposal for seasonal employees in the winter and athletes in the
35 summer. Board Member Joyce thought that was a different issue and stated this was a
36 housing obligation. Glidden favored the eight person unit, but wanted to make sure the
37 developer met the square footage requirement.

38
39 In response to Question One, Board Member Gerber stated the housing obligation
40 could be offsite as long as it was within the City. Board Member Henney thought
41 Council needed to determine who the housing was for so appropriate direction could be
42 given.
43

1 Board Member Worel had concerns with Question Four. The development agreement
2 was in effect since 1998 and the affordable housing requirement had never been met.
3 She did not want to move forward until the 23 beds were built. Board Member Joyce
4 agreed. Schmidt stated the proposal had all the affordable housing in Phase One and it
5 would open simultaneous with the other condos or before the other condos in Phase
6 One. Board Member Doilney suggested requiring a bond in order to protect the City. In
7 response to the questions, he indicated he would like the housing onsite, but he was
8 willing to consider other options. He didn't want to let PEG off the hook for dealing with
9 the influx of employees right away. He also supported the phasing plan and wanted to
10 continue the shuttle.

11
12 Chair Beerman asked for staff's opinion on Question Six. Glidden stated a bond was
13 required for other projects so that was why it was put into a Condition of Approval.
14 Usually the bonds were for construction, not housing, so he needed to check with the
15 Legal Department on that possibility. Schmidt stated a bond for private property was
16 problematic. He thought there were better ways to deal with the situation.

17
18 Board Member Worel didn't know if all the units could be built onsite. She felt Question
19 Two needed more discussion. Her concern was that 23 units needed to be built. She
20 favored maintaining the shuttle and felt the bond needed further discussion.

21
22 Board Member Joyce needed to make sure all units could be onsite. He didn't know if
23 base operations could be tied to this project. He wanted to see the dorm layout and
24 stated the club and ballroom calculations were out of place. He indicated phasing
25 should be locked down, and with regard to bonds, he wanted to hear ideas from PEG.
26 He also favored maintaining the employee shuttle.

27
28 Board Member Gerber reiterated that some housing could be offsite, but within City
29 limits. She thought development on the mountain that increased service should add
30 housing obligations, but for now, this was a good opportunity for Vail to give money for
31 this project, although it wasn't required. She agreed the housing numbers seemed too
32 low, noting the ballroom and club. She agreed with Board Members Joyce and Worel
33 that the 23 beds should be built as soon as possible, and the shuttle should be
34 maintained. She was also open to discussing the bond.

35
36 Board Member Henney agreed with Board Member Joyce on Questions Three through
37 Six. He wanted to have a deeper discussion on onsite versus offsite employee housing
38 and the mitigation of base and mountain impacts. He asked for the City Attorney's
39 opinion if Vail and PEG were one or two entities, and if there was a shared requirement.

40
41 Chair Beerman summarized that the Board favored having a lot of the housing onsite,
42 but more discussion was needed about offsite possibilities. There needed to be more
43 discussion on the base and mountain mitigation impacts. There were concerns with the

proposal and phasing depended on Condition of Approval Three. Chair Beerman stated the housing requirement was back stocked and needed to get built. He also supported maintaining the employee shuttle.

4. ADJOURNMENT

With no further business, the meeting was adjourned and the City Council Work Meeting commenced.

III) CITY COUNCIL WORK SESSION

Noise Ordinance Update:

Dave Thacker, Building Official, Captain Andrew Leatham, Police Department, Tricia Lake, Assistant City Attorney, and Michelle Downard, Resident Advocate, presented this item. Thacker stated Code updates were needed regarding machinery to make enforcement clearer. Since the noise ordinance adoption, staff received training on sound meters and coordinated enforcement practices. Machinery was checked throughout the City to make sure the noise levels were in compliance. Other jurisdictions were looked at to see if there were exemptions in their noise ordinances for mechanical equipment and no exemptions were found. Some outside air conditioning units ran at 65 decibels so that was the reason staff included the exemption in the ordinance. Staff reviewed two years of noise complaints, and found 496, with 89 in the Historic Districts. Most of the complaints were for disturbing the peace. There were three complaints for the same location for mechanical equipment. He asked Council if Section K should be removed from exemptions and stated another option would be to keep the exemption and address the concerns as they were received.

Council Member Worel asked if the existing equipment would be grandfathered if the exemption was removed from the Code, to which Thacker responded in the affirmative. Council Member Worel asked what determined disturbing the peace. Captain Leatham stated talking loudly outside, construction, equipment, etc.

Council Member Gerber asked if mechanical equipment included construction equipment. Thacker responded only installed mechanical equipment fell under that definition.

Council Member Henney asked what could be done to mitigate properly running equipment that exceeded the decibel limit. Thacker indicated the homes were very close together in the Historic District so the noise was a challenge. Equipment could be screened, but the noise would go up and bother other neighbors. If a blanket was put on an air conditioning unit, the lifespan of the unit would be cut in half. Council Member Henney thought the noise annoyed neighbors and he favored limiting the noise level.

1 Mayor Beerman hoped mitigations could be implemented because the equipment was
2 loud. He asked if a limited recurring noise could be addressed. Thacker stated there
3 was code that addressed that.

4
5 Council Member Gerber stated higher temperatures in the summer caused discomfort
6 for some people. She thought three complaints were minimal. She suggested
7 recommending quiet air conditioning units when residents were looking to purchase
8 units. Council Member Joyce stated higher quality air conditioning models were quieter.
9 He agreed with Council Member Henney.

10
11 Mayor Beerman opened the meeting for public input.

12
13 Downard read the following statement: "In anticipation of this evening's discussion, I
14 requested input from Peg Bodell, previous City Council Member, and longtime Old
15 Town Park City resident. It quickly became apparent that this topic was very personal
16 and difficult to draft into a statement. Therefore, Peg graciously allowed me to visit with
17 her and we drafted this statement together. With Peg's permission, I'd like to read the
18 following statement on her behalf: There are three main issues with noise in Park City.

19
20 1. Boilers are the first concern and have been the most impactful [to Peg]. We don't
21 know enough about these new systems to make the best decisions and conclusions.
22 Why are some systems more disturbing than others? Why are systems that are installed
23 for winter snowmelt operating 365 days a year? even on a 90° day? The head building
24 inspector assured Peg's family that the system would only operate to melt snow.
25 Installing these systems in Old Town is more impactful and not the same as the rest of
26 the Park City neighborhoods. Installing mechanical equipment in homes with smaller,
27 Old Town side yards can impact the livability inside a neighboring home. In the 817
28 Woodside situation, the residents can no longer sleep in the bedroom or open the
29 windows on the affected side of the house. The allowed vent location has been a
30 detriment to Peg's family, health, income, and property. Vents should be allowed on the
31 front of the homes, where they are less likely to disturb neighbors. Mechanical exhaust
32 locations are not generally shown on building plans, which makes it difficult for
33 neighbors and City staff to provide input during any public input and review process.
34 These exhaust locations should be thought through more with sensitivity to neighbors
35 and not in compliance with a manufacturer who has no concept of Park City's tight
36 neighborhoods and climate.

37
38 2. Secondly, outdoor music at Town Lift Plaza is a reoccurring concern. Weddings and
39 private parties are the most common activity. While these types of activities are
40 welcomed and this revenue is important for our local restaurants and surrounding
41 businesses, there is no need to amplify the music during events. If the music was not
42 amplified, it would avoid residents having to call the police. When the police respond to
43 noise complaints, they are directed to take a decibel reading from the location of the

1 complaint. This process is ineffective because the decibel readers can not feel the
2 pounding bass and record echo reverberations over the 3-4 hour duration. If someone
3 really wants to host an event with long loud amplified music, they should consider an
4 inside venue, which is more appropriate for that use. Any event with amplified sound
5 must be limited to length and duration of amplification.
6

7 3. Thirdly, loud motorcycles can be heard speeding up and down all of the canyons.
8 There is a disturbing trend with Park City's male population to install modified mufflers
9 on vehicles and motorcycles for the sole purpose of attracting attention with noise.
10 These residents are using our Park City streets as a Motocross racecourse in the
11 afternoons and evenings. This activity is all about being seen and heard. We have
12 parades for that. We prohibit jake brakes. We should regulate these loud motorcycles
13 too.”
14

15 Mayor Beerman closed the public input portion of the meeting.
16

17 Council Member Henney asked Downard's opinion for balancing what made sense for
18 the residents, but also allowed air conditioning units and boilers for those that needed
19 them. Downard stated some individual circumstances could be disturbing and those
20 scenarios should be taken into consideration when drafting a noise ordinance. It was
21 not possible to address every concern, but to find a reasonable balance in community
22 expectations in enjoying property while making noise and enjoying property while not
23 making noise.
24

25 Mayor Beerman thought energy efficient equipment was quieter and could be added
26 into the noise ordinance. Council Member Gerber cautioned that apartments and
27 condos might need air conditioning units more because of constricted airflow, but those
28 were the residents that might not have the means to afford the high end equipment.
29 Council Member Henney stated noise was an issue in the City and it would only get
30 bigger. He asked for staff to continue working on this and come back for further
31 discussion.
32

33 Council Member Worel asked if there were programs to help families add air flow to
34 their homes. Council Member Doilney agreed with Council Member Henney. Council
35 Member Joyce didn't think it was staff's job to look for air conditioner brands that were
36 noisy or quiet. The City should set the limit and let the resident figure out how to meet it.
37 He favored removing the noise exception in the ordinance. Council Members Henney,
38 Worel and Doilney agreed.
39

40 **Social Equity Update:**

41 Jed Briggs, Budget Manager, Jolene Weston, HR Department, Sarah Pearce, Deputy
42 City Manager, Lynn Ware Peek, Community Liaison, and Enrique Sanchez, Community
43 Technical Specialist, presented this item. Briggs reviewed the City's involvement with

1 social equity and stated it became a critical priority in 2018. Staff looked at opportunities
2 internally as well as externally. The City contracted with the Community Foundation to
3 help with the priority and decrease disparities in the community. Some high priority
4 results from looking at social equity included housing, inclusion, and education.

5
6 Sanchez stated it was important to recognize all members of the community as well as
7 offer services to all groups. He was anxious to receive Census results to see what
8 groups were now living in Park City. Ware Peek indicated the City had focused on social
9 equity for many years. With COVID-19, the City had been involved in social equity more
10 than ever to help people remain in their homes since they weren't working. The
11 Recreation Department wanted to offer scholarships to use the programs and the
12 MARC. They realized these groups didn't have a way to get to the programs and
13 brainstormed ways to mitigate that issue. She gave several examples that showed the
14 City and community were working together to help the vulnerable populations. Ware
15 Peek reviewed her project over the summer regarding gender neutral bathrooms. She
16 felt inclusion was powerful.

17
18 Sanchez stated the Police Department established a bilingual outreach police officer
19 and Sanchez was an outreach staff member. The officer taught drivers education in
20 Spanish and they both reached out to the Latino community and the J1 employees that
21 worked in the City during the winter months. Sanchez also performed community
22 outreach with public works projects and other events in the City.

23
24 Ware Peek stated staff tried to think of ways to reach the Latino community. There was
25 a Coffee with Council in Spanish and they created a Mensaje a la Comunidad Hispana
26 de Park City on FaceBook. Pearce noted the COVID Personal Protective Equipment
27 distribution, live Spanish translations and other work being done within the City and
28 community. Ware Peek reviewed other actions taken, including the initiation of the
29 Vulnerable Population Virtual Working Group, expanding the Police Complaint Review
30 Committee, and allowing civilians to review police body cam footage. Pearce stated
31 there were two interns from the Bright Futures Club at the high school working at the
32 City.

33
34 Ware Peek stated some future projects included changing language in the Municipal
35 Code and policies to be gender neutral. Sanchez indicated there would be a new
36 FaceBook page in Spanish. Pearce asked for clarification on areas where the City
37 should lead and where other organizations should lead.

38
39 Council Member Joyce thought staff was doing an incredible job. Council Member
40 Worel thought the work being done was amazing and she looked forward to longer
41 discussions. She was excited to have a Spanish FaceBook page. She supported the
42 Spanish speaking staff position at the library. She was saddened at the loss of Anaya's
43 Market and wanted to get that business back in town. Council Member Gerber was

happy so much had been accomplished and she agreed with Council Member Worel that the Latin market should be brought back. She stated it was hard to bring up different perspectives because Council was in the same category. She hoped to see things from a different lens.

Council Member Henney thought the accomplishments were great. He liked seeing staff going into neighborhoods to talk to people. Council Member Doilney agreed with all the Council members' comments. He indicated there were other groups in addition to the Latino community that needed to be represented as well, but noted the City was on the right path.

Mayor Beerman stated this was a great list of accomplishments and actions, and they were helping build a successful and welcoming community. He was excited about the internships as well as a program with the University of Utah.

IV) REGULAR MEETING

I) ROLL CALL

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

VI) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Doilney stated the scarecrows were at the McPolin Barn and he encouraged people to stay outdoors.

Council Member Worel attended Coffee with Council this morning with Rich Bullough who stated the Department of Health went to different counties to see the percentage of people wearing masks and Summit County had a 95% mask rate. She indicated Governor Herbert had a press conference today and announced new risk levels of the Coronavirus transmission.

Council Member Henney commented on the discussion with Rich Bullough and was pleased to see so many people wearing masks.

Council Member Gerber reminded everyone that ballots were in the mail. She asked if the Census was still open. Council Member Henney stated it was open through the end of October. Council Member Joyce stated the Supreme Court ended it today.

Mayor Beerman asked if Council was interested in exploring efforts to recognize Indigenous Peoples Day. The Council agreed to look into that.

Mayor Beerman indicated some mayors of resort towns were working with the Utah League of Cities and Towns (ULCT) to determine how the third tier of CARES money would be funded. The ULCT supported funding the hard hit resort communities. Matt Dias noted these were the types of things the City did for the community, referring to the good partnerships the City had with the Capitol. This relief money would help resorts and small businesses. He thanked the Mayor and staff for their hard work.

Staff Communications Reports:

1. Federal CARES Act Local Government Allocation:

2. Old Town Winter Transportation Operations Update:

3. Administrative Approval of Special Events - Snow Globe Stroll and Live PC Give PC Procession:

Council Member Joyce liked the creative ways being used to draw people into town.

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

Mayor Beerman opened the meeting for anyone who wished to submit comments to the Council on items not included on the agenda. No comments were submitted. Mayor Beerman closed the public input portion of the meeting.

VIII) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from September 17 and 22, 2020:

Council Member Worel referred to the September 17th minutes, Page 24, Line 24, and clarified the analysis noted that the fee-in-lieu amount offered by IHC was listed on the website. She could not find that list, and asked if the amount offered was the amount required by the City.

Council Member Worel moved to approve the City Council meeting minutes from September 17 and 22, 2020 as amended. Council Member Joyce seconded the motion.

RESULT: SEPTEMBER 17, 2020 MINUTES APPROVED

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

RESULT: SEPTEMBER 22, 2020 MINUTES APPROVED

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

ABSTAIN: Council Member Worel

IX) CONSENT AGENDA

1. Request to Authorize the City Manager to Execute Addendum No. 1 to the Service Provider/Professional Service Agreement with SKM Engineering, LLC for Water System Supervisory Control and Data Acquisition (SCADA) and Telemetry System Integrator Services, Increasing the Contract by \$115,000 for a Total Amount Not to Exceed \$295,000 and Approve an Extension of the Contract to December 31, 2021:

2. Request to Authorize the City Manager to Enter into a Reimbursement Agreement with Ivory Homes to Construct a Public Pedestrian and Biking Pathway in the Amount of \$75,000, in a Form Approved by the City Attorney:

Council Member Joyce moved to approve the Consent Agenda. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Henney, Joyce, and Worel

X) OLD BUSINESS

1. Consideration to Approve Ordinance 2020-46, an Ordinance Adopting an Adjusted Budget for FY 2021 for Park City Municipal Corporation:

Jed Briggs, Erik Daenitz, and Penny Frates, Budget Department, presented this item. Briggs noted the July sales tax numbers came in \$175,000 above the projections for that month and stated his department would continue to track those numbers.

Council Member Joyce asked if the variance from the projection meant the City wouldn't look at the projected number again. Briggs stated they would not make new projections as actual numbers came in, but they would show both numbers on the spreadsheets for comparison. Daenitz indicated that only one data point had been seen in this fiscal year. A possible gap in the model would be "drivers" and he thought it would be interesting to

1 see how this played out over the year. Briggs indicated the original revenue projection
2 was a slow ramp up to normal, but the new projection was closer to normal. He noted
3 the winter months would be slower than normal. Council Member Joyce asked to
4 explain "normal." Briggs used the word "normal" to show how the revenue differed
5 compared to last year without the COVID impacts.
6

7 Briggs reviewed the grant funding in the Transportation Fund and indicated they
8 budgeted conservatively for grants. He also indicated there were a few staffing positions
9 and other budget items that were being adopted in this adjusted budget. Council
10 Member Gerber stated the seniors were not interested in a new senior building, and
11 asked if those funds were available for housing. Briggs stated that money was budgeted
12 for the senior center, but it could be repurposed. Council Member Joyce thought Council
13 should have a discussion regarding that \$2 million. Council Member Doilney agreed.
14 Council Member Worel stated she was not ready to give up on the seniors yet.
15

16 Council Member Henney asked if having an in-house housing staff member would be in
17 conjunction with working with other entities like Mountainlands Community Housing.
18 Glidden stated he met with Mountainlands and they agreed a regional housing effort
19 should be made and discussions needed to be held with Wasatch and Summit Counties
20 to move the effort forward. This housing specialist position was a technical and
21 analytical position.
22

23 Council Member Henney agreed if the seniors didn't want to move, that money could be
24 used to repurpose the housing development that would have surrounded the proposed
25 senior center. Matt Dias stated General Funds were used to augment the affordable
26 housing goals. There would be a discussion at a future meeting to discuss the housing
27 pipeline, which could include this \$2 million.
28

29 Mayor Beerman opened the public hearing. No comments were submitted. Mayor
30 Beerman closed the public hearing.
31

32 Council Member Gerber moved to approve Ordinance 2020-46, an ordinance adopting
33 an adjusted budget for FY 2021 for Park City Municipal Corporation. Council Member
34 Joyce seconded the motion.

35 **RESULT: APPROVED**

36 **AYES:** Board Members Doilney, Gerber, Henney, Joyce, and Worel

37
38 **2. Consideration to Approve a One-Year Extension to the Triple Crown Special**
39 **Service Agreement, in a Form Approved by the City Attorney:**

40 Jenny Diersen, Special Events Manager, and Jonathan Weidenhamer, Economic
41 Development Manager, presented this item. Diersen indicated the contract would be

extended due to cancelling the event this year because of COVID-19. She noted the City service agreements were used as a tool to boost economic development.

Mayor Beerman stated the Council agreed to reduce service agreements by \$10,000 per year and asked why the contract extension did not reflect a deduction in City service fees. Diersen stated staff was focused on extending the terms only. Council Member Doilney supported reducing the service fees by \$10,000, to a total of \$40,000 instead of \$50,000.

Council Member Worel referred to the local economic impact in the staff report and asked if Diersen expected the impact to be the same next year as it was in 2019. Diersen stated in 2019, this event was combined with Extreme Soccer and the economic impact was therefore lower than it was in 2017 and 2018. She hoped the economic impact would be the same as 2018. Council Member Worel preferred giving the money to local businesses rather than the out of town events. Council Member Doilney stated businesses relied on the midweek events and he didn't think a check from the City would have the same impact on these businesses. He felt this was a unique event in Park City and favored giving them the service fee reduction.

Council Member Gerber thought regional traffic helped businesses, but it didn't help lodging. She thought events like this would help the hard hit businesses like lodging. Diersen stated Triple Crown was a family owned business and it had brought a lot of economic development to the community over the years.

Mayor Beerman opened the meeting for public input.

Matt Pilcher, Triple Crown, via Zoom stated they were a small business and had to lay off several employees because of COVID. They loved coming to Park City.

Mayor Beerman closed the public input portion of the meeting.

Council Member Joyce indicated the City was obligated to the businesses and the event and supported the \$40,000 service fee reduction. He stated he did not support a future contract. Council Member Henney agreed with Council Member Joyce.

Council Member Joyce moved to approve a one-year extension to the Triple Crown Special Service Agreement, in a form approved by the City Attorney, with a \$40,000 City service fee reduction. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Henney, Joyce, and Worel

3. Consideration to Adopt Resolution 22-2020, a Resolution Approving the Park City Municipal Corporation Water Conservation Plan:

Jason Christensen, Water Manager, presented this item and indicated the Water Conservation Plan was presented to Council in July. He indicated the State signed off on the plan and this resolution would formalize the adoption.

Mayor Beerman asked if the water loss goal should be moved up to 2025 instead of remaining at 2030. Christensen stated that would need to be evaluated over the next couple years. He stated the infrastructure was aging and changing. Council Member Joyce stated there were a lot of big projects going on. Once the capital projects were completed in the next few years, the effort to stop water loss could be increased.

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

Council Member Henney moved to adopt Resolution 22-2020, a resolution approving the Park City Municipal Corporation Water Conservation Plan. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Henney, Joyce, and Worel

XI) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Corey Legge

Submitting Department: Engineering

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute Contract Change Order No. 1 to the Construction Agreement with Stratton and Bratt Landscapes, LLC in a Form Approved by the City Attorney in an Amount Not to Exceed \$40,294.00

Suggested Action:

Attachments:

[Landscaping Contract Change Order Staff Report](#)

[Exhibit A: Project Area](#)

[Exhibit B: Stratton and Bratt Construction Agreement](#)

[Exhibit C: Change Order 1](#)



City Council Staff Report

Subject: Prospector Avenue and Gold Dust Lane Landscaping Project
Contract Change Order No. 1
Author: Corey Legge, PE, Deputy City Engineer
Department: Engineering
Date: October 29, 2020
Type of Item: Administrative

Summary Recommendation

Authorize the City Manager to execute Contract Change Order No. 1 to the Construction Agreement with Stratton and Bratt Landscapes, LLC, in a form approved by the City Attorney, not to exceed \$40,294.00.

Executive Summary

The change order is for field changes determined to be outside of the original scope of the Prospector Avenue and Gold Dust Lane Landscaping Project. Per the City's Contracts and Purchasing Policy, change orders which increase a previous council contract by the lower of 20% or \$25,000 for contracts of \$250,000 or less, must be approved by City Council.

Background

- [April 18, 2018](#)- City Council approves contract with MGB+A to provide landscape and irrigation design of the park strip on Prospector Avenue and Gold Dust Lane
- April 29, 2019- Prospector Avenue Reconstruction Project issued substantial completion.
- [June 6, 2019](#)- City Council approves Requested Elevated Level of Service (RELS) for the City to maintain landscaping and irrigation on Prospector Avenue and Gold Dust Lane
- August 2019- City bids the Prospector Avenue and Gold Dust Lane Landscaping Project (no bids received)
- October 2019- City bids the Prospector Avenue and Gold Dust Lane Landscaping Project (single bid received)
- March 2020- City bids the Prospector Avenue and Gold Dust Lane Landscaping Project (single bid received)
- [July 30, 2020](#)- City Council approves Construction Agreement with Stratton and Bratt Landscapes for an amount not to exceed two hundred thirty thousand six hundred ninety three dollars (\$230,693.00).

Analysis

Landscape design of the park strip (area between sidewalk and roadside curb) was not included in the 2018 Prospector Avenue Reconstruction project scope because staff intended to coordinate landscaping needs with the Prospector Square Property Owners Association (PSPOA). Prior to re-construction of Prospector Avenue, staff agreed to contract with MGB+A to perform landscape architecture services to design the irrigation and plantings within the park strip. MGB+A had already been selected by PSPOA to design the private landscaping along interior walkways and it was determined that use of the same landscape architect would provide a consistent design throughout the district.

Once construction started for the 2018 Prospector Avenue Reconstruction project, staff recognized a drawback of not including the landscape design in the scope. Any future irrigation would have numerous crossings of driveways and hard surfaces. Staff utilized force account, a change management mechanism in the [UDOT Construction Agreement](#), to require the contractor (STAPP Construction) to install conduit for future irrigation. Force account is a payment method used for extra work when the contractor and owner cannot agree on the price for a change order. It is often a last resort to accommodate change in scope after the project team evaluates all other contract adjustment tools.

STAPP Construction was partway through the project before the force account work to install conduit for future irrigation was approved. It was unclear if STAPP Construction was installing the conduit prior to the approval since an inspection of this improvement was not yet required. The record drawings provided by the third party inspector during the project close out may have assumed conduit was installed prior to the force account work being approved.

Unfortunately, select conduit shown on the record drawing as installed was unable to be located in the field. The landscaping contractor performed significant effort to search for the missing conduit. The project team evaluated several alternatives to complete the irrigation and landscaping along the corridor. Numerous factors were considered, such as construction impacts, budget, water system tie-ins, etc., and staff directed Stratton and Bratt Landscapes, LLC to submit a Request For Information (RFI) to install the irrigation through directional drilling methods. This method requires minimal excavation for a directional boring contractor to install the irrigation.

The total amount of Contract Change Order No. 1 is \$40,294.00. Staff reviewed the cost and finds it to be reasonable. Approving Contract Change Order No. 1 allows staff to deliver the project as envisioned.

Department Review

This report has been reviewed by the City Manager, Community Development, Budget and Legal. All issues have been resolved.

Funding Source

Capital Project CP0336 contains funds to satisfy the change order request and still complete the overall project.

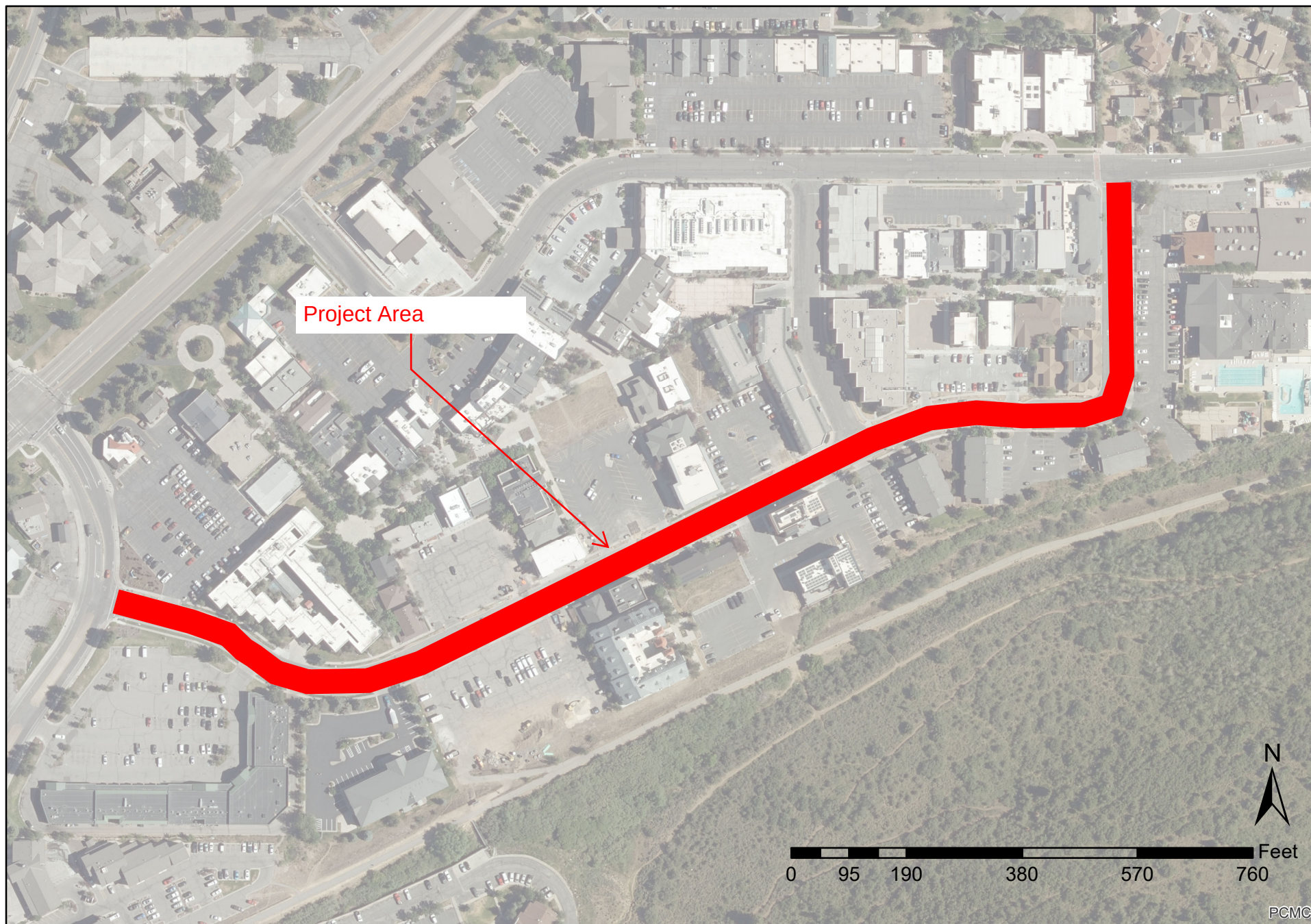
Attachments

Exhibit A: Project Area

Exhibit B: Stratton and Bratt Construction Agreement

Exhibit C: Change Order No. 1

Prospector Avenue and Gold Dust Lane Project Area



CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this 8th day of September, 2020, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, P.O. Box 1480, Park City, UT 84060, , (hereinafter "City"), and **STRATTON & BRATT LANDSCAPES, LLC**, a Utah limited liability company, whose post office address is 754 West 700 South, Pleasant Grove, UT 84062, (hereinafter "Contractor").

PURPOSE: For the project known as the Prospector Avenue Streetscape (hereinafter "Project"), which consists of planting bed and irrigation system installation along the north and south sides of Prospector Avenue and along sections of Gold Dust Avenue.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the "Project."

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, (collectively referred to as the "Contract Documents"), all of which are incorporated herein by reference and on file in the Engineering Department. To the extent that this Construction Agreement (hereinafter "Contract" or "Agreement") conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this Contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

If written approval is granted to subcontract a part of this Contract, the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist, (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor 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 Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

- A.** General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.

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

- B.** Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not

contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

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

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

- D. Builder's Risk Insurance (Course of Construction) (at City's discretion)

Before starting the Work, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name Park City Municipal Corporation as an additional insured.

- E. The general liability and auto liability insurance policies are to contain, or be endorsed to contain, the following provisions:

Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations and completed operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

- F. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

- G. The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- H. For any claims related to this Construction Agreement, the Contractor's

insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor a total sum not to exceed **TWO HUNDRED THIRTY THOUSAND SIX HUNDRED NINETY THREE DOLLARS (\$230,693.00)** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the scope of work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (if attached, will be **Attachment A**) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total Project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

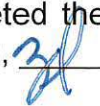
Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until one hundred five (105) days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his/her request a signed statement verifying all the suppliers, subcontractors, and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed and shall be completed by **October 15, 2020**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by change order, no damages shall become due to Contractor for City caused delay. A change order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The change order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**,  **(Contractor Initials)** which the parties believe, due to the difficulty of

actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price shall be determined by one (1) or more of the following methods in order of precedence listed below:

- A.** An agreed lump sum; or in the event the parties cannot agree; then
- B.** The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C.** The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including, but not limited to, payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which are not disposed of by agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the

Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the Contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this Agreement upon the occurrence of one or more of the following events:

- A. If Contractor or any subcontractor should substantially violate any of the provisions of this Agreement;
- B. If Contractor substantially fails to perform any part of this Agreement;
- C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy two (72) hours;
- D. If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business

entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed to for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to 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 Contractor's 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 Contractor or others; and provided further, that nothing herein shall require the Contractor 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 Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW AND ATTORNEY FEES AND COSTS. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. 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.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including, but not limited to, compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten (10) calendar days after receiving the Notice To Proceed.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments, and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for special events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries.
- B. Construction of decks, patios, landscape walls less than four feet (4') in height, and fences on individual single-family lots.
- C. Non-mechanized exterior painting on individual single-family residences.
- D. Non-mechanized landscaping on individual single-family residences.
- E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a special permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to, the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his/her designee, for all building permits. The Community Development Department may waive this requirement for minor

remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his/her designee:

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by special permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g., delivery vehicles, and large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his/her designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed twelve (12) square feet in size, six (6') feet in height and shall not exceed a letter type of four inches (4"). Information on the sign shall include, at a minimum:

1. Name, address and phone number of Contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street, or to accumulate on the site outside of the container, or in transit to the landfill or dump. The owner or Contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the

rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS.

- A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.
- B. The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

SECTION 24. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Contractor 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. Contractor 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. Contractor 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 Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Corey Legge, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed certified mail, postage pre-paid, or sent by facsimile transmission, to the parties at the following addresses:

Contractor: Randy Anderson, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above.

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this section.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

SECTION 29. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

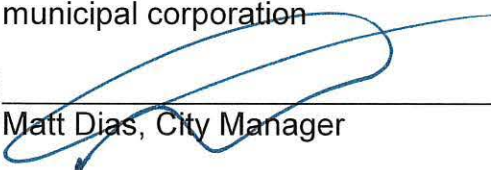
SECTION 30. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic

signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out at the top of this Agreement.



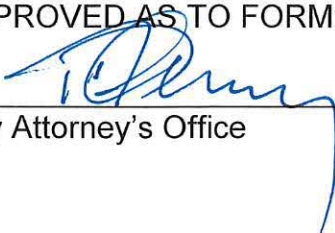
PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation


Matt Dias, City Manager

ATTEST:


City Recorder's Office

APPROVED AS TO FORM:


City Attorney's Office

STRATTON & BRATT LANDSCAPES, LLC, a

Utah limited liability company

Address: 754 W. 700 S.

City, State, Zip: Pleasant Grove, Ut 84062

8831565501

Utah Contractor License No.

Tax ID#: 46-3218964


Signature

Zack Stratton

Printed name

CEO

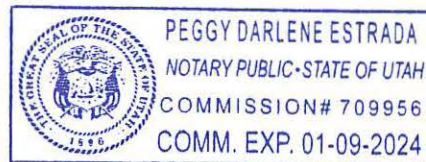
Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

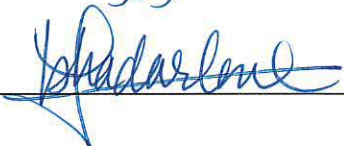
On this 10th day of August, 2020, personally appeared before me
Zack Stratton, whose identity is personally known to me/or proved
to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say
that he/she is the CEO (title or office) of STRATTON & BRATT
LANDSCAPES, LLC, a limited liability company, by authority of its Operating
Agreement/Member, and acknowledged that he/she signed it voluntarily for its stated
purpose as CEO (title) for STRATTON & BRATT LANDSCAPES,
LLC, a Utah limited liability company.

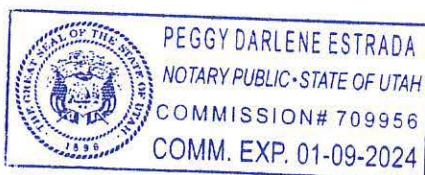
Peggy Darlene Estrada
Notary Public



I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the 10th day of August, 2020, at Utah / Utah County (insert State and County here).

Printed name Peggy Estrada

Signature: 





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2020

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 Leavitt Insurance & Central Bond Services, Inc. 199 North Main PO Box 757 Spanish Fork UT 84660		CONTACT NAME: Danise Worwood PHONE (A/C, No, Ext): (801) 798-7343 FAX (A/C, No): (801) 798-3442 E-MAIL ADDRESS: danise-worwood@leavitt.com
INSURED Stratton and Bratt Landscapes, LLC Bratt, Inc. 754 W 700 S Pleasant Grove UT 84062		INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual Ins Co INSURER B: WCF Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 23574 10033

APPROVED**COVERAGES****CERTIFICATE NUMBER:** 20/21 - GL, AU, UM & WC**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		CPUT0560125564	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		CPUT0560125564	7/1/2020	7/1/2021	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 \$ 10,000			CPUT0560125564	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 ☒ Y	N/A	3349854	7/1/2020	7/1/2021	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Job: Park City Prospector Ave. Park City Municipal Corporation, its officers, officials, employees and volunteers is included as an additional insured when required by written contract and only as outlined in the attached blanket endorsements #MFMBP036, #MFM ML2, and #WC 43

CERTIFICATE HOLDER**CANCELLATION**

Park City Municipal Corporation
P. O. Box 1480
Park City, UT 84060

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

AUTHORIZED REPRESENTATIVE

DeAnn Anderson/DEANDE

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LANDSCAPE PROPOSAL

CLIENT
Park City Municipal Corp.
 Attention **Corey Legge**
 Address
 City, State, ZIP Park City, Utah
 Email corey.legge@parkcity.org
 Phone

CONTRACTOR INFORMATION
 Company Stratton and Bratt
 Address 754 West 700 South
 City, State, ZIP Pleasant Grove, UT 84062
 Phone 801-785-8011
 Website www.strattonandbratt.com

PROJECT INFORMATION

Project Name **Prospector Avenue** Prepared By **Perry Bratt**
 Address Phone 801-602-9997
 City, State, ZIP Park City, UT Email perry@strattonandbratt.com
 Today's Date **10.5.20**

Change Order No. #01 Piping Where Sleeving Is Missing

NOTE:

SCOPE OF WORK

No.	Description	Qty	Unit	Total
1	Installing 2" lines in three places (two per place) where conduit was missing per the attached quote by True Trenchless. Note: this price includes our 15% mark up on True Trenchless's quote. See Quote attached.	1	LS	\$40,294.00
TOTAL:				\$40,294.00

NOTE: Deposit of \$10,000 is required by True Trenchless. The EXCLUSIONS True Trenchless has stipulated: "In the occurrence of any utility damage or obstruction of pipe burst, all work will stop until Project Manager is given all information. Work will resume once agreement of conflict is resolved." This price assumes that there are no obstacles e.g., utilities or concrete which prevents burst. If there is damage to utilities or other items in what presently appears to be a "clean" run, a change order will need to be issued for the repair or removal of such items or others will need to make these corrections in a timely manner. Based on what we have been told, we feel that there should be clean runs with no obstacles.

Contractor:
 Stratton & Bratt:

Date: _____
 Date: _____

Quality service since 1966!

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section:

Subject:

Request to Adopt Resolution 23-2020, a Resolution Declaring November 1, 2020 as "Extra Mile Day" in Park City, Utah

Suggested Action:

Attachments:

[Extra Mile Day Staff Report](#)

[Exhibit A: Extra Mile Day Resolution](#)

City Council Staff Report



Subject: Extra Mile Day Resolution
Author: Michelle Kellogg
Department: Executive
Date: October 29, 2020
Type of Item: Administrative

Summary Recommendation

Approve the Resolution proclaiming November 1, 2020 as Extra Mile Day in Park City. This resolution supports individuals and organizations who are dedicated to “going the extra mile” in volunteerism and service.

Extra Mile America is an organization made up of 100% volunteers that are committed to reminding individuals and organizations that creating positive change is not just a water cooler topic; it is being active in going the extra mile. This organization casts a bright light on the “*Extra Mile Heroes*” and change-makers who surround us and who continue to give their best. Extra Mile cities can be found at www.ExtraMileAmerica.org.

Background

- The idea for Extra Mile Day started in 2009 when Shawn Anderson created the Extra Mile America Tour, a cross country bicycle tour and inspirational outreach event.
- Extra Mile Day has grown from 23 participating cities in its inaugural year to over 500 cities this year.
- Park City has been an “Extra Mile City” for the last eight years.

Funding Source

There is no membership fee or other commitments associated with this resolution.



Resolution No: 23-2020

**RESOLUTION DECLARING NOVEMBER 1, 2020 AS "EXTRA MILE DAY" IN PARK CITY,
UTAH**

WHEREAS, Park City, Utah is a community which acknowledges that a special vibrancy exists within the entire community when its individual residents collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Park City, Utah is a community which encourages its residents to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Park City, Utah is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Park City, Utah acknowledges the mission of Extra Mile America to create 500 Extra Mile cities in America and is proud to support **"Extra Mile Day" on November 1, 2020.**

NOW THEREFORE, the Mayor and City Council of Park City, Utah do hereby proclaim November 1, 2020 to be Extra Mile Day. We urge each individual in the community to take time on this day to personally "go the extra mile", and also acknowledge all those who are inspirational in their efforts and committed to make their organizations, families, community, country, or world a better place.

PASSED AND ADOPTED this 29th day of October, 2020.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize a Second, One-Year Amendment to Continue the Park City Municipal/Park City School District Fields Lease through November 8, 2021

Suggested Action:

Attachments:

[PCMC PCSD Fields Lease Extension Staff Report](#)

[Exhibit A: Original Agreement](#)

[Exhibit B: First Addendum](#)

[Exhibit C: Second Addendum](#)

City Council Staff Report

Subject: PCMC/PCSD Lease & Agreement for Use of School Fields
Author: Jonathan Weidenhamer
Department: Economic Development
Date: October 29, 2020
Type of Item: New Business

Recommendation

Due to the prioritization of staff resources to address ongoing impacts of COVID-19, staff recommends City Council authorize a second, one-year amendment to continue the Park City Municipal/Park City School District Fields Lease for an additional year through November 8, 2021.

Executive Summary

- Park City Municipal (PCMC) and the School District's (PCSD) current focus is on keeping our communities safe and providing various COVID relief efforts. Immediate discussion of the Fields Lease Agreement was deemed non-essential by both entities' administrators and staff due to COVID-19.
- The 31 year Fields Lease Agreement (Exhibit A) was extended by the PCSD and the City Council (Exhibit B) for one year on October 22, 2019 ([link](#)).
- PCMC, at their sole discretion, can extend the agreement for an additional 19 years by providing notice to the PCSD by November 8, 2020, if desired.
- Staff recommends a second, one-year extension to allow Council and School liaison to discuss the terms and conditions and determine if updates are preferred or necessary (Exhibit C).
- The School Board and Superintendent support a one-year continuation given either entity's inability to focus on the terms and conditions due to COVID-19.

Background

- PCMC and PCSD entered into a standalone, 30 year "Lease and Agreement for Use of School Facilities for Recreation" on November 20, 1990.
- The parties entered into the agreement to create playing fields in the community.
- PCSD had land for fields but lacked funding for construction.
- PCMC paid approximately \$1 million to build the fields (PCHS Baseball, Softball & Little League, Treasure Mountain Fields, and North 40 Fields).
- PCMC provides maintenance and water at no cost. In return, PCMC:
 - Has unilateral access to the fields when the PCSD isn't using them;
 - Receives 300 hours of gymnasium use at PCSD gymnasiums, at no cost; and
 - Retains field rental revenues.
- PCMC, PCSD, and Snyderville Basin Special Recreation District also have an Inter-local Agreement for Joint Use of Facilities for Recreation. It was renewed in 2012 and again recently on May 30, 2019 ([5/30/19 packet](#)), and relies upon PCMC's field maintenance and stewardship.
- The intent of the lease generally is limited to field use. However, it does include site-specific details for each field - General Provisions: *P.5 – 4(c) "Agreement is general*

in nature to Fields...when deemed Parties will approve appropriate individual site-specific plans and maintenance agreements...”).

- Terms of the lease (3.e) state, “if PCSD wants to displace recreation improvements, they must provide the City with 12 months’ written notice and compensate the City for the current value of improvements.”
- PCMC (Parks Department) spends annually approximately \$213k in maintenance (materials, supplies, and equipment) and roughly \$241k in water consumption. Water costs will escalate considerably with rate increases over time.

Analysis

Staff recommends a second amendment to Section 4 of the Lease:

4.0 (a) Subject to prior termination, as provided, the term shall be thirty-~~two~~ (30-32) years commencing November 8, 1990.

(b) The City, at its sole discretion, may extend the term by ~~twenty~~ eighteen (20 18) years by providing notice to the District of its intent to extend by November 8, ~~2019~~ 2021.

Financial Implications

Through the lease, local Stakeholders receive discounted access to the fields. Staff estimates over \$150,000 in cost savings to local stakeholders. Second, based on a high-level estimate of how many visitors special events draw to the PCSD fields, the following economic spending impact may be reduced or lost without PCMC access to the fields for special events and tournaments:

Estimated Direct Sales Tax Revenue for Park City	
# of people	41,790
Avg. \$ per day	300
Total Estimated \$ Spent	\$ 12,537,000
Tax	2.05%
Total Estimated Sale Tax Revenue	\$ 257,009
<i>* estimate on unique visitor to PCMC to use school fields, and a discounted \$# from Chamber's estimated spending/ out of state viz number</i>	

Attachments

- A Fields Lease
- B First Addendum
- C Second Addendum

EXHIBIT E

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

LEASE AND AGREEMENT
FOR USE OF
SCHOOL FACILITIES FOR RECREATION

THIS LEASE AND USE AGREEMENT (Agreement) is made and entered into this 22nd day of Nov., 1990 by and between Park City, a Municipal Corporation ("City") and the Park City School District ("District").

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

1.0 Premises.

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

2.0 Lease of Premises and Rent.

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

3.0 Use of Premises.

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

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

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

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

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

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

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

4.0 Term.

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

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

5.0 Construction and Renovation.

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

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

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

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

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

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

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

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

6.0 Maintenance and Repairs.

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

7.0 Utilities and Refuse.

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

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

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

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

8.0 Indemnification and Insurance.

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

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

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

9.0 Title of Improvements.

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

10.0 Other Obligations of the District.

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

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

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

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

11.0 Joint Use Committee.

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

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

12.0 Default.

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

- (1) Fails to keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment in good condition and repair as required under paragraph 6.0 of this Agreement after receiving 15 days prior written notice to correct or repair as required.
- (2) Abandons use of the premises for the period of twelve (12) months.
- (3) Fails, after ninety (90) days written notice from the District, to perform or observe any condition or obligation of this Agreement.
- (4) Fails to expend at least \$1,000,000.00 toward capital improvements by November 8, 2000, as provided in Paragraph 5.0(g).

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

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

13.0 Notice.

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

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

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

14.0 Complete Agreement.

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

15.0 Severability.

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

16.0 Authorization.

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

DATED this 20th day of Nov, 1990.

PARK CITY MUNICIPAL CORPORATION

Attest:

Carla L. Sheldon

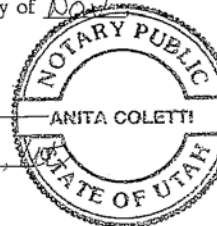
Bradley A. Olch
Mayor Bradley A. Olch

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

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

My Commission Expires:
9/1/91

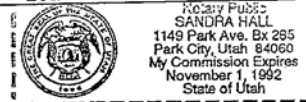
Anita Coletti
NOTARY PUBLIC
Residing at Park City, Utah



DATED this 13th day of Nov., 1990.

PARK CITY SCHOOL DISTRICT

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



STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

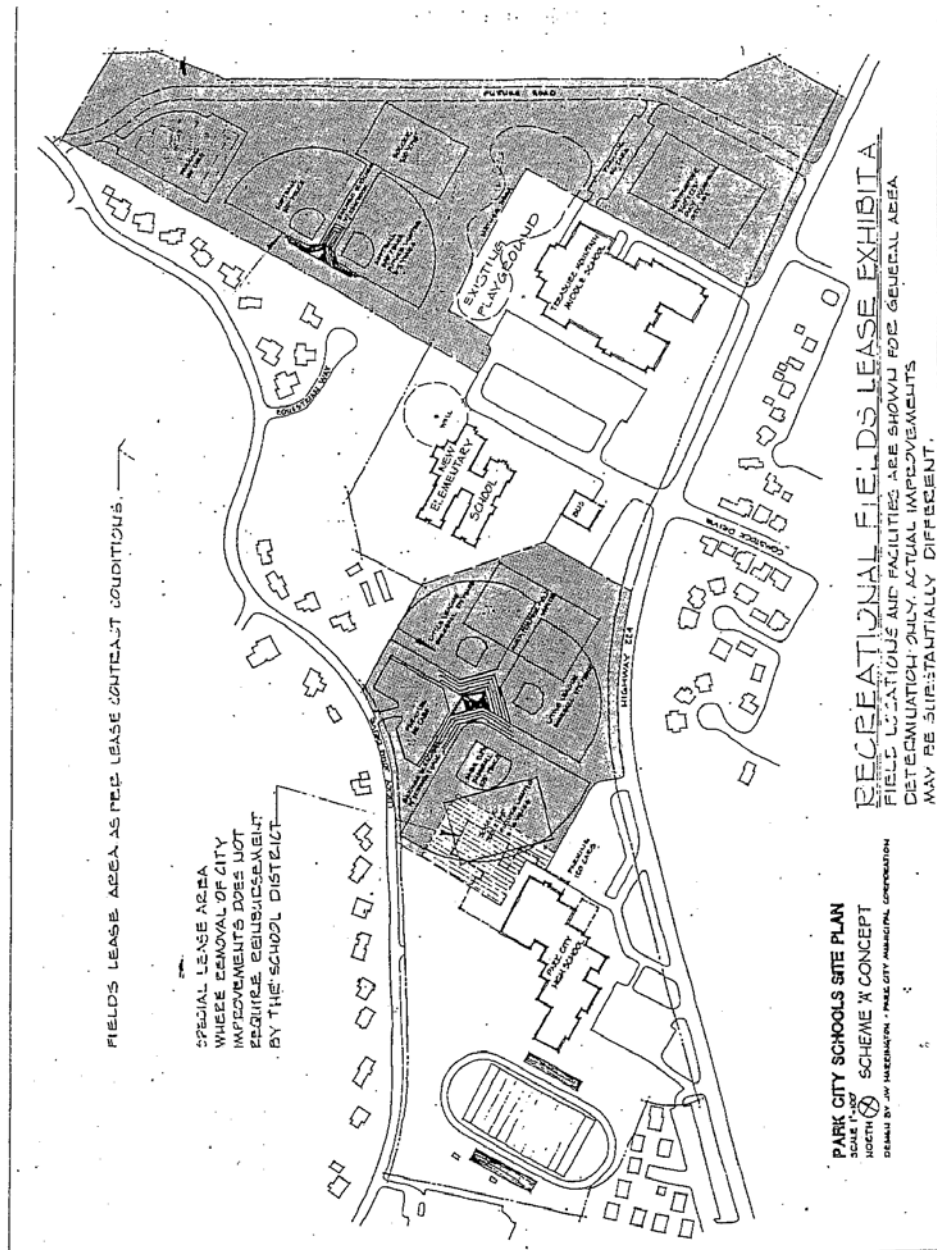
The foregoing Agreement was acknowledged before me on the 13th day of Nov. 1990 by Eugene S. Lambert, the Board of Education President of the Park City School District.

Sandra Hall
NOTARY PUBLIC
Residing at Park City, Utah

My Commission Expires:

Nov. 1, 1992

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



**FIRST ADDENDUM TO AGREEMENT FOR USE OF SCHOOL FACILITIES
FOR RECREATION**

**LEASE AND AGREEMENT FOR USE OF SCHOOL FACILITIES FOR
RECREATION (Agreement)**

This FIRST ADDENDUM is made and entered into in duplicate this 26 day of December, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK CITY SCHOOL DISTRICT, a Utah political subdivision, ("District"), to amend the Lease and Agreement signed and executed by the parties on November 20, 1990.

WITNESSETH:

WHEREAS, the parties entered into an Agreement on November, 20, 1990 (hereinafter "Original Agreement");

WHEREAS, in consideration of the mutual promises and other considerations expressed in the Original Agreement; and

WHEREAS, the term of the Original Agreement is due to end on November 7, 2020 unless extended for a twenty (20) year term at the sole discretion of City; and

WHEREAS, the parties have mutually agreed to extend the Original Agreement under the following terms.

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. AMENDMENT: Section 4.0, Term, is hereby amended as follows:

4.0 (a) Subject to prior termination, as provided, the term shall be thirty-one (31) years commencing November 8, 1990.

(b) The City at its sole discretion may extend the term by nineteen (19) years by providing notice to the District of its intent to extend by November 8, 2020.

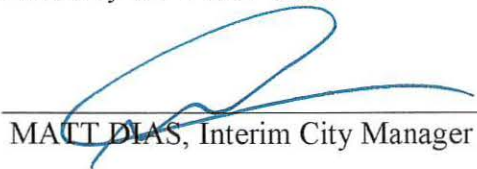
2. OTHER TERMS.

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 14 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

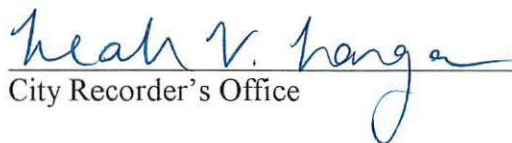
IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480



MATT DIAS, Interim City Manager

Attest:



Leah V. Hanga
City Recorder's Office

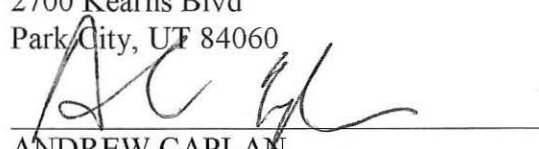


Approved as to form:



City Attorney's Office

PARK CITY SCHOOL DISTRICT:
2700 Kearns Blvd
Park City, UT 84060



ANDREW CAPLAN
Board of Education President

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

On this 17 day of December, 2019, before me, the undersigned notary, personally appeared ANDREW CAPLAN, 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 Board of Education President for Park City School District, a _Utah political subdivision.



Lorie Pearce
 Notary Public



CERTIFICATE OF LIABILITY INSURANCE

SNYD052

OP ID: RK

DATE (MM/DD/YYYY)

06/06/2019

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 Olympus Insurance Agency PO Box 65608 Salt Lake City, UT 84165-0608 B. Darrell Child	CONTACT NAME: B. Darrell Child PHONE (A/C, No, Ext): 801-486-1373 FAX (A/C, No): 801-485-6943 E-MAIL: certificates@olyins.com ADDRESS: certificates@olyins.com
INSURED Snyderville Basin Special Recreation District 5715 Trailside Drive Park City, UT 84098	INSURER(S) AFFORDING COVERAGE INSURER A: Argonaut 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 INSD	SUBR 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 ☐ PROJECT ☐ LOC OTHER:	X		PE463531703	12/15/2019	12/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		BA463531703	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		UMB463531703	12/15/2019	12/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder named as additional insured per the Interlocal Agreement for Joint Use of Facilities for Recreation.

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal Corporation PO Box 1480 Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE B. Darrell Child
--	---

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CERTIFICATE OF LIABILITY INSURANCE

SNYD052

OP ID: RK

DATE (MM/DD/YYYY)

06/06/2019

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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
Olympus Insurance Agency
PO Box 65608
Salt Lake City, UT 84165-0608
B. Darrell Child

CONTACT NAME: B. Darrell Child

PHONE (A/C, No, Ext): 801-486-1373

FAX (A/C, No): 801-485-6943

E-MAIL ADDRESS: certificates@olyins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Argonaut

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Snyderville Basin Special
Recreation District
5715 Trailside Drive
Park City, UT 84098

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	X		PE463531703	12/15/2019	12/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY						
	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS	X		BA463531703	12/15/2019	12/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						
A	UMBRELLA LIAB ☒ EXCESS LIAB						
	☐ OCCUR ☐ CLAIMS-MADE	X		UMB463531703	12/15/2019	12/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER: \$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder named as additional insured per the Interlocal Agreement for Joint Use of Facilities for Recreation.

CERTIFICATE HOLDER

CANCELLATION

Park City
School District
2700 Kearns Blvd.
Park City, UT 84060

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

AUTHORIZED REPRESENTATIVE
B. Darrell Child

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Client#: 5853

PCMUNICIPA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/03/2019

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PRODUCER Moreton & Company - Utah P.O. Box 58139 Salt Lake City, UT 84158-0139 801 531-1234		CONTACT NAME: Julie Sorensen / Kery Oldroyd PHONE (A/C, No, Ext): 801 531-1234 E-MAIL: julie@moreton.com ADDRESS:		FAX (A/C, No): 801-531-6117
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: STATES SELF-INSURERS RISK RETENTION GRP		
		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/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOG OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Public Entity Liability Including Auto			30000232	01/01/2019	01/01/2020	\$10,000,000 Occurrence \$10,000,000 Aggregate \$250,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as an additional insured as respects to the written contract; Inter-local Agreement for Joint use of Facilities.

CERTIFICATE HOLDER	CANCELLATION
Park City School District 2700 Kearns Blvd Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kery Oldroyd</i>

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Client#: 5853

PCMUNICIPAL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/03/2019

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any 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: Julie Sorensen / Kery Oldroyd PHONE (A/C, No, Ext): 801 531-1234 E-MAIL: julie@moreton.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: STATES SELF-INSURERS RISK RETENTION GRP INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC #
INSURED Park City Municipal Corporation 445 Marsac Ave P.O. Box 1480 Park City, UT 84060-1480	

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/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Public Entity Liability Including Auto			30000232	01/01/2019	01/01/2020	\$10,000,000 Occurrence \$10,000,000 Aggregate \$250,000 Retention

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

Certificate holder is included as an additional insured as respects to the written contract; Inter-local Agreement for joint use of facilities.

CERTIFICATE HOLDER

CANCELLATION

Snyderville Basin Special Recreation Dist. 5715 Trailside Drive Park City, UT 84098	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 <i>Kery Oldroyd</i>
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Utah Division of Risk Management

Certificate of Coverage

ISSUER: UTAH STATE RISK MANAGEMENT
5120 STATE OFFICE BUILDING
SALT LAKE CITY UT 84114
(801) 538-9560

CERTIFICATE #: CERT-1901552

ISSUE DATE: 06/05/2019

THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDERS AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGES REFERENCED BELOW.

COVERED ENTITY INFORMATION

COVERED ENTITY:		
PARK CITY SCHOOL DISTRICT	2700 KEARNS BLVD PARK CITY	UT 84060
CERTIFICATE HOLDER:		
Park City Municipal Corporation	445 Marsac Ave, PO box 1480 Park City	UT 84060
POLICY NUMBER:	EFFECTIVE DATE:	EXPIRATION DATE:
SD 116	07/01/2018	06/30/2019

COVERAGES

THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES AND TO THE PROVISIONS OF THE GOVERNMENTAL IMMUNITY ACT OF UTAH (UCA §63G-7-101).

COVERAGE	LIMITS
☒ GENERAL LIABILITY ☐ Employee Dishonesty/Faithful Performance ☐ Errors and Omissions ☐ Healthcare Professional Liability ☐ Personal and Advertising Injury ☐ Product Liability/Completed Operations ☐ Professional Liability	PER PERSON PER OCCURRENCE: \$2,000,000 AGGREGATE PER OCCURRENCE: \$2,000,000 PROPERTY DAMAGE PER OCCURRENCE: \$500,000
☐ AUTO LIABILITY ☐ OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS ☐ GARAGE LIABILITY	PER PERSON PER OCCURRENCE: AGGREGATE PER OCCURRENCE: PROPERTY DAMAGE PER OCCURRENCE:
☐ AUTO COMP/COLLISION	AUTO COMP/COLLISION DEDUCTIBLE:
☐ PROPERTY ☐ COURSE OF CONSTRUCTION	PROPERTY LIMIT: COURSE OF CONSTRUCTION LIMIT:

REASON FOR REQUEST:

An interlocal agreement for joint use of multiple facilities on a regular basis with Park City Municipal Corp and Snyderville basin Special recreation District. Coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. A thirty (30)-day cancellation notice provision to each Party shall be provided to each Party and shall be maintained continuously during the term of this Agreement. Coverage is primary and not contributory to any insurance policy maintained by the other Parties.

ADDITIONAL INSURED

☒ ADDITIONAL INSURED ☐ LOSS PAYEE

Regardless of any indemnity language in a contract between Certificate Holder and Insured Organization, unless such indemnity language is pre-approved by State Risk Management, additional insured status does not confer any coverage on the Certificate Holder for the actions or activities of the Certificate Holder, its employees or representatives.

AUTHORIZED REPRESENTATIVE: *Mark Petersen*

DATE: 06/05/2019



Utah Division of Risk Management

Certificate of Coverage

ISSUER: UTAH STATE RISK MANAGEMENT
5120 STATE OFFICE BUILDING
SALT LAKE CITY UT 84114
(801) 538-9560

CERTIFICATE #: CERT-1901557

ISSUE DATE: 06/05/2019

THIS CERTIFICATE CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDERS AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGES REFERENCED BELOW.

COVERED ENTITY INFORMATION

COVERED ENTITY: PARK CITY SCHOOL DISTRICT		2700 KEARNS BLVD PARK CITY	UT	84060
CERTIFICATE HOLDER: Park City Municipal Corporation		445 Marsac Ave, PO box 1480 Park City	UT	84060
POLICY NUMBER: SD 116	EFFECTIVE DATE: 07/01/2019	EXPIRATION DATE: 06/30/2020		

COVERAGES

THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES AND TO THE PROVISIONS OF THE GOVERNMENTAL IMMUNITY ACT OF UTAH (UCA §63G-7-101).

COVERAGE	LIMITS
☒ GENERAL LIABILITY ☐ Employee Dishonesty/Faithful Performance ☐ Errors and Omissions ☐ Healthcare Professional Liability ☐ Personal and Advertising Injury ☐ Product Liability/Completed Operations ☐ Professional Liability	PER PERSON PER OCCURRENCE: \$2,000,000 AGGREGATE PER OCCURRENCE: \$2,000,000 PROPERTY DAMAGE PER OCCURRENCE: \$500,000
☐ AUTO LIABILITY ☐ OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS ☐ GARAGE LIABILITY	PER PERSON PER OCCURRENCE: AGGREGATE PER OCCURRENCE: PROPERTY DAMAGE PER OCCURRENCE:
☐ AUTO COMP/COLLISION	AUTO COMP/COLLISION DEDUCTIBLE:
☐ PROPERTY ☐ COURSE OF CONSTRUCTION	PROPERTY LIMIT: COURSE OF CONSTRUCTION LIMIT:

REASON FOR REQUEST:

An interlocal agreement for joint use of multiple facilities on a regular basis with Park City Municipal Corp and Snyderville basin Special recreation District. Coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. A thirty (30)-day cancellation notice provision to each Party shall be provided to each Party and shall be maintained continuously during the term of this Agreement. Coverage is primary and not contributory to any insurance policy maintained by the other Parties.

ADDITIONAL INSURED

☒ ADDITIONAL INSURED	☐ LOSS PAYEE
Regardless of any indemnity language in a contract between Certificate Holder and Insured Organization, unless such indemnity language is pre-approved by State Risk Management, additional insured status does not confer any coverage on the Certificate Holder for the actions or activities of the Certificate Holder, its employees or representatives.	

AUTHORIZED REPRESENTATIVE: *Mark Petersen*

DATE: 06/05/2019

**SECOND ADDENDUM TO AGREEMENT FOR USE OF SCHOOL FACILITIES
FOR RECREATION**

**LEASE AND AGREEMENT FOR USE OF SCHOOL FACILITIES FOR
RECREATION (Agreement)**

This SECOND ADDENDUM is made and entered into in duplicate this ____ day of _____, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and PARK CITY SCHOOL DISTRICT, a Utah political subdivision, ("District"), to amend the Agreement signed and executed by the parties on November 20, 1990.

WITNESSETH:

WHEREAS, the parties entered into an Agreement on November, 20, 1990, (hereinafter "Original Agreement"); and

WHEREAS, the parties entered into a First Addendum on December 26, 2019; and

WHEREAS, the term of the Original Agreement is due to end on November 7, 2020 unless extended for a twenty (20) year term at the sole discretion of City; and

WHEREAS, the term of the First Addendum is due to end on November 8, 2020, unless extended for a nineteen (19) year term at the sole discretion of City; and

WHEREAS, the parties have mutually agreed to extend the Original Agreement and First Addendum under the terms reflected below.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement and First Addendum as follows:

1. AMENDMENT: Section 4.0, Term, is hereby amended as follows:

4.0 (a) Subject to prior termination, as provided, the term shall be revised to reflect that it is for thirty-two (32) years, commencing November 8, 1990.

(b) The City at its sole discretion may extend the term by eighteen (18) years by providing notice to the District of its intent to extend by November 8, 2021.

2. OTHER TERMS. All other terms and conditions of the Original Agreement and First Addendum shall continue to apply.

3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 14 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This Second Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Second Addendum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Second Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

PARK CITY SCHOOL DISTRICT:
2700 Kearns Blvd

Park City, UT 84060

ANDREW CAPLAN
Board of Education President

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2020, before me, the undersigned notary, personally appeared ANDREW CAPLAN, 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 Board of Education President for Park City School District, a Utah political subdivision.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2020, at _____ (insert State and County here).

Printed name _____

Signature: _____

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the Selection of Four Artworks for the Arts and Culture District Construction Fencing and Authorize the City Manager to Execute a Professional Services Agreement for Commissioned Art in a Form Approved by the City Attorney Not to Exceed \$600.00 for Each Artwork - Anna Leigh Moore, "Universe Below"; Libby Peterkort, "Breaking Ground"; Kathy Pratchett (JRES 3rd Grade Dual Language Immersion Class), "Thoughts, Ideas and Emotions: A Tribute to Jackson Pollack"; and Lauren Penze, "Sky's the Limit"

Suggested Action:

Attachments:

[Public Art Approval Arts District Fencing Staff Report](#)

[Exhibit A: Recommended Artwork for Arts District Fencing](#)

[Exhibit B: Provider Professional Service Agreement Commissioned Art Minor DRAFT](#)



City Council Staff Report

Subject: Public Art Approval – Artwork for Arts and Culture District
Construction Fencing
Author: Jenny Diersen
Department: Economic Development
Date: October 29, 2020
Type of Item: Consent - Administrative

Recommendation

Approve the selection of four artworks for the Arts and Culture District construction fencing and authorize the City Manager to execute a Professional Services Agreement for Commissioned Art, in a form approved by the City Attorney, not to exceed \$600.00 for each artwork.

- Anna Leigh Moore, “Universe Below”
- Libby Peterkort, “Breaking Ground”
- Kathy Pratchett (JRES 3rd Grade Dual Language Immersion Class), “Thoughts, Ideas and Emotions: A Tribute to Jackson Pollack”
- Lauren Penze, “Sky’s the Limit”

Executive Summary

Preconstruction activities, including demolition, are taking place at the site of the future Park City Arts and Culture District (District) this winter. In coordination with the District planning team, staff provided a [Staff Communication on September 22](#) (p. 46) and announced a Call for Artwork that closed October 5, 2020. Artwork submissions were required to follow the theme [Imagine Park City](#) and include a short written statement about how the artwork follows the theme and aligns with the [City’s values](#) – Historic Character, Small Town, Sense of Community, and Natural Setting. The PAAB voted unanimously to recommend the aforementioned artists for selection.

The total project budget is \$2,400 and will come from the PAAB’s CIP account. Only the artwork image procurement will be funded from the PAAB CIP. The budget to print the artwork on fencing will come from District capital budget, not Public Art Funding. Original works will become part of Park City’s Public Art Collection per the [Public Art Policy](#) (p. 6).

Background

Supporting Arts and Culture is one of the City Council’s Top Priorities. The arts connect people and places and serve as an economic driver that adds vibrancy to the place we live. Public art creates a sense of community and specifically relates to the City’s Goals in the General Plan ([goals 11 & 13](#)). Public art is also one of the Council’s strategic

goals: [Complete Community that Values Historic Preservation, Economic Diversity, and the Arts and Culture](#).

Construction is scheduled to commence at the end of 2020 and will last for several years. During that time, the artwork will be printed on the construction fencing and enclose the 5+ acre site.

Staff coordinated an outreach plan for the Call for Art, including:

- Promotion from PAAB;
- Specific engagement with our underserved and Latinx population;
- Coordination with the Kimball Art Center and Sundance Institute;
- Informing Park City School District and their students and families;
- Pushing the opportunity on social and local media; and
- Promotion by Park City Summit County Arts Council.

Analysis

Staff received 26 submissions for the project. The proposals were scored by PAAB members based on the [Public Art Policy](#) (p. 6) and goals outlined in the Call for Artwork (pg 3 through 6), including:

- Completeness of application and proposal;
- Alignment with the project's stated theme, through both proposed design and written materials; and
- Quality and artistic excellence of proposed designs.

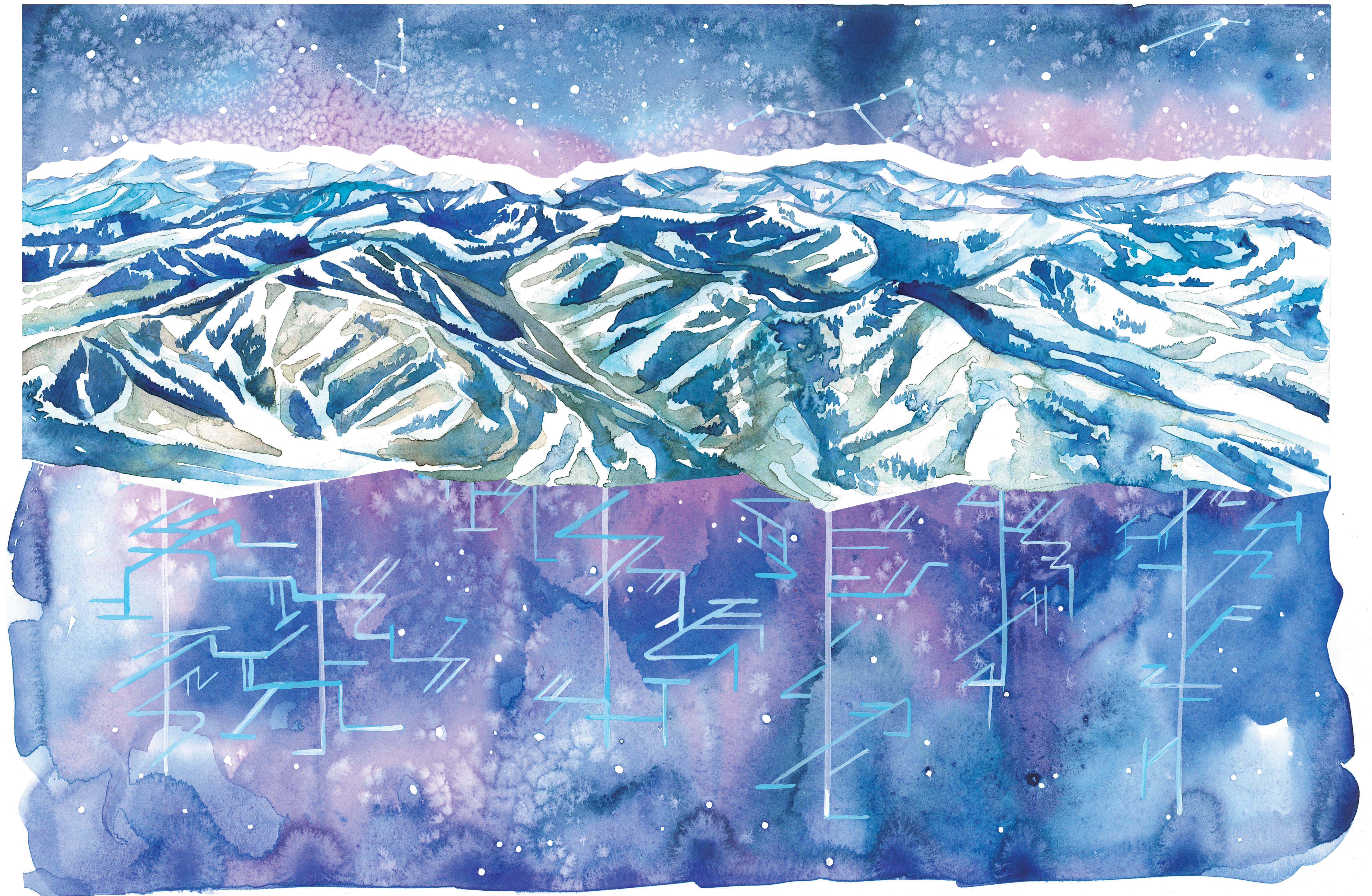
At the October 12, 2020, PAAB meeting, all voting members were present and the recommendation was unanimous.

Funding

Total project budget is \$2,400 and will come from the PAAB's CIP account. Only the image procurement will be paid from PAAB allocations.

Attachments

Exhibit A: Recommended Artworks for the Arts and Culture District Fencing Project
Exhibit B: Draft Professional Service Provider Agreement – Art Minor Imagine PC



Anna Leigh Moore

Bio and Artist Statement

Before moving West, I never painted landscapes. From the soft forested blanket of Pennsylvania, I couldn't imagine these wild places could exist.

After graduating from Ohio University with a degree in journalism and fine art, I got my first job as a railcar porter. It was from the train that I caught my first blurred-window view of the American West. New vistas filled me with curiosity that magnetically pulled me westward.

After five years of living in Utah, I know I've found my muse for life.

The goal of my work is to ultimately connect the viewer to the untamed places that leave me in awe. Clearing away the minucia, and focusing on the jagged line where the earth and sky meet simplifies life's complexity. My compositions focus our view, to where we end and something greater begins.

May these paintings be a reminder to keep your eyes up—to the impossibly blue sky, and to the peaks that call us to venture higher than before.

When I'm not skiing, climbing, biking or hiking, I have a paintbrush in hand. I hope to catch you on the trails!

Follow my art and adventures
on Instagram:
[@annaleighmoo](#)



1. Application: IMAGINE PARK CITY Artists/Teams APPLICATION Name(s):
Anna Leigh Moore

Address:
7771 Cedar Way
Park City, UT 84096

Telephone: 814-316-1896

Email: anneleighbmoo@gmail.com

Website:
<https://www.annaleighmoore.com/>

2. Proposal:

The history of a place lays quietly beneath our everyday lives— like the 1,000 miles of mining tunnels snaking their way beneath Park City’s peaks.

When I first moved to Park City, I visited the Park City Museum and was fascinated by mining exhibits showing the depth and breadth of the silver mines. It was this vast underground world that inspired me to depict a whole universe laying quietly below our shiny ski hills.

Like roots beneath a large tree, the tunnels gave life to Park City with its first boom of silver. Drawing thousands of hopeful miners to a dark and dangerous underground world. Although the tunnels have long been closed off, their legacy lives on beneath our pristine ski runs.

Another element of my design is the night sky. Ancient civilizations drew on the night sky to predict the future, create connections to higher powers, and give purpose to their lives. Park City is poised to create an arts district that will give color and meaning to our ever evolving town. With these amazing resources and support from city leaders, when I “Imagine Park City,” the sky’s the limit.



1. Application: IMAGINE PARK CITY Artists/Teams APPLICATION Name(s):

Date: 10/4/20

Address: 6295 Snowview Drive

City: Park City

State: Utah **Zip code:** 84098

Telephone: 847-370-8485

Email: libby.peterkort@gmail.com

Website: currently no website, but my Instagram is @tumble_tongue

2. Proposal: In 300 words or less, describe your proposal for the project. Explain how your design relates to the theme and scope of the project as outlined in this proposal.

My proposal for this project signifies the idea of “breaking ground,” both in the sense of Park City’s history as a silver mining town, and also in the sense of the literal construction and creation of the new Bonanza Arts District. It depicts the explosion of playfulness, creativity and possibility that will come from this new chapter in Park City’s art culture. The piece itself is inspired by vintage collage art. The neutral colors I used for the natural mountain setting, and the black and white illustrations of the miner and the houses are of course a throwback to old black and white/sepia toned photos of historic Park City. I wanted to depict the small town coziness and community with the cute cluster of Old Town houses in the background. I focused on silver mining because I think it really represents the creative side of Park City’s history; not only because silver is often used to make jewelry and other fine art objects, but also because of the creative boom of theatre and art that followed the wave of mining wealth in Park City. A miner breaks into a rock to release a playful explosion of abstract colors, shapes and textures. This represents the plethora of creative opportunities that will come along with the formation of the Bonanza Arts District.

3. Original Artwork

Please see attached file.

4. Artist bio

Libby is a multi-faceted artist and designer with a focus in painting and public art. She has murals displayed in several Park City establishments. She grew up in the midwest where she studied fashion at University of Wisconsin, Madison. Since then, Libby has explored many different art mediums, but keeps coming back to her original passions of illustration, painting and textiles. She is currently working on pursuing her dream of creating her own textile accessories line.



1) **Imagine Park City Application**

Name: The Jeremy Ranch Elementary School Parent Teacher Organization (Masterpieces in Art)

Date: October 5, 2020

Address: 3050 Rasmussen Road

City: Park City

State: UT

Zip Code: 84098

Telephone: 704-277-5021

Email: masterpiecesinart@gmail.com

Website: jrespto.org

2) **Proposal**

We are submitting a digital image of a class collaborative project entitled “Thoughts, Ideas, and Emotions: A Tribute to Jackson Pollock” to be considered for the Imagine Park City Project.

This project remembers the past by studying a renowned artist from the past, Jackson Pollock. It also envisions the present and future of creativity in the Park City community because it was our Park City children that created it. The joy of expression and creating art together hopefully encouraged their interest in future art experiences as well.

We discussed with the students that art is a personal experience and that an artist conveys thoughts, ideas, and emotions through color, line, and shape choices. Each child was able to identify their favorite or predominant emotion in themselves. Thereafter, they selected a color to represent that emotion. The children then used a Jackson Pollock splash and splatter technique to further express that emotion.

This project further satisfies the Imagine Park City Project requirements by capturing the value of “Sense of Community.” This collaborative project shows that everyone has a place for their emotional color and that by combining them onto one canvas, we enjoy a masterpiece.

3) **Original Art**

Digital image only submitted for consideration.
Email includes link to full resolution tiff image.



4) **Bio**

“Thoughts, Ideas, and Emotions: A Tribute to Jackson Pollock” was created by the third grade Dual Language Immersion “Red Class” at Jeremy Ranch Elementary School and lead by parent volunteer and professional Park City photographer, Barry Hill.



LP

Application Form

IMAGINE PARK CITY Artists/Teams APPLICATION

Name(s): Lauren Penze
Date: October 3rd, 2020
Address: 2097 Mahre Drive
City: Park City State: Utah
Zip code: 84098 Telephone: 435-901-8184
Email: lauren@zerelli.com
Website: N/A

- Independent Artist
- First time doing something like this
- Age: 13

1/5

Lauren Penze

Age 13

Summit County resident

Every morning when I go to school at 7 o'clock, I look up over the mountains by my school and see hot air balloons. They're beautiful, they're colorful and some look big and some look small. I have always wanted to go on a hot air balloon but never have. I imagine Park City as a beautiful mountainous Place. Even though Park city is so much more than that when I think of Park City that is what I think of. My painting is colorful and bright, and that is what Park City is all about no matter what season, even in the middle of a worldwide pandemic. I always like to be positive because I don't see the point in being anything else. I don't even take an art class in school but I love it because I can be creative in my own way. Rather than Somebody telling me what to do. Thank you for your consideration and have a nice day.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT
COMMISSIONED ART - MINOR**

This Service Provider/Professional Services Agreement – Commissioned Art – Minor (the “Agreement”) is made and entered into in duplicate this ____ day of _____, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and _____, an individual (“Service Provider”).

WITNESSETH:

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

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 “Work” or the “Art”). The total fee for the project shall not exceed Six Hundred Dollars (\$600.00).

The City has designated Jenny Diersen, Special Events Manager and Economic Development Project Manager, or his/her 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 _____ 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 as follows: fifty percent (50%) of Contract Price upon execution of this Agreement and the remaining fifty percent (50%) upon delivery of the Art and final acceptance of the Project by the City.
- 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. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. REPRESENTATIONS AND WARRANTIES.

Service Provider represents and warrants to the City that:

- A. Materials and Workmanship: The materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by Exhibit "A" attached hereto, the Project will be free from defects and faults in material and workmanship and the Project will conform to the requirements of Exhibit "A;"
- B. Copyright: Neither the Art nor its components or any other element of the Project infringe or violate any copyright or patent right held by any person;
- C. Title: Title to the Project, including the Art and all materials and components thereof, will pass to the City upon receipt of final payment by Service Provider free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens," and no materials incorporated into the Project have been acquired subject to an agreement under which an interest therein or an encumbrance thereon has been retained by the seller; and
- D. No Finders Fees: All negotiations relative to this Agreement and the transactions contemplated by and under this Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against the City for a finder's fee, brokerage commission, or other like payment.
- E. Licensing: Service Provider and if applicable any subcontractors shall possess and maintain in good standing throughout the term of this Agreement all licensing/certification necessary to perform all services provided for in this Agreement, including but not limited to applicable contractors, architectural, and engineering licenses/certification.

- F. Original Creation: Service Provider represents and warrants that: (a) the work described in Exhibit "A" (the "Work") is the original creation of the Service Provider; (b) the Work is unique and an edition of one; and (c) no identical Work will be created by the Artist.

5. RECORDS.

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

6. 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.

7. 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.

8. RISK OF LOSS.

The Service Provider shall be responsible for the care and protection of all work performed by the Service Provider until completion of the installed Work and acceptance by the City and shall repair or restore any damaged work; provided however, that the Service Provider shall not be responsible for any damage that occurs after acceptance by the City unless such damage is caused by an act or omission of the Service Provider.

9. 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.

10. 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 as follows:

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

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

Service Provider shall submit with the signed Agreement a certificate of insurance evidencing this coverage to the City.

- B. Auto liability insurance with limits as required by statutory law.
- C. 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.
- D. 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.
- E. For any claims related to this Service Provider/Professional Services Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

11. TREATMENT OF ASSETS.

A. Ownership: Service Provider hereby irrevocably assigns, conveys and otherwise transfers to City and its respective successors and assigns title to the Work and all proprietary rights thereto.

B. Duplication of Art:

(i) Service Provider hereby irrevocably assigns, conveys and otherwise transfers to City and its respective successors and assigns title to the project Work and all proprietary rights thereto. Service Provider retains all rights under the Federal Copyright Act and all other rights in and to the Work except ownership and possession, and except as such rights are limited by this Agreement.

(ii) In view of the intention that the Art in its final dimension shall be unique, Service Provider shall not make any additional exact duplication or reproductions of the final Art, nor shall Service Provider grant permission to others to do so except with the written permission of the City; provided however, that the Service Provider may use depictions of the Art in personal promotional materials such as portfolios or resumes, and techniques and design elements from the project in creation of other Art in body of work.

(iii) Service Provider grants to the City and its assigns an irrevocable license to make two- and/or three-dimensional reproductions of the Art for commercial or noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, fundraising, and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner. Wherever practicable, City shall make reasonable efforts to include Service Provider's name in any such advertisement, brochure, media publicity, catalog or other similar publication in which the Art appears and to notify the Service Provider of its efforts.

C. Repair or Restoration: Where, in the opinion of the City or Service Provider, repairs and/or restoration of the Art are required for which Service Provider is not responsible pursuant to the terms of this Agreement, the City shall, when reasonably practicable, give Service Provider the opportunity to accomplish such repairs and/or restoration if a reasonable fee can be agreed upon between the City and Service Provider. Nothing herein shall obligate the City to make such repairs and/or restoration nor to contract with Service Provider to accomplish such repairs and/or restoration.

- D. Independent Sale: If in the future the City wishes to sell the Art separate and apart from any real property to which the Art may be integrated or affixed, the City will use reasonable efforts to provide the Service Provider an opportunity to purchase the Art from the City. However, no liability shall attach the City by virtue of this section.
- E. Notice: Service Provider agrees to keep the City notified in writing of changes in Service Provider's address, and failure to do so shall be deemed a waiver of Service Provider's right of first refusal in Paragraph 11(D) above.
- F. Warranty: If, within one (1) year after the date of the completion of installation of the Project and acceptance by the City, the Project or any component or material thereof is found to be defective or to not be in accordance with the Design Plans and Construction Documents attached at Exhibit "A," Service Provider shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given Service Provider a written acceptance of such condition. This obligation shall survive acceptance of the Project under this Agreement and termination of this Agreement. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to any other obligation which Service Provider might have under this Agreement, including Paragraph 2 and Paragraph 4 herein. The establishment of the time period of one (1) year after completion of installation and acceptance by the City relates only to the specific obligation of Service Provider to correct the Project, and has no relationship to the time within which Service Provider's obligations to comply with the Design Plans and Construction Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish Service Provider's liability with respect to an obligation other than to specifically correct the Project.

12. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

13. 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.

14. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

15. 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.

16. RIGHT TO INSPECT WORK IN PROGRESS.

- A. Service Provider shall provide the City access to the Project in preparation and progress wherever located. Whenever the City considers it necessary or advisable for the implementation of the intent of this Agreement, the City will have authority to inspect the Project and to require special inspection or testing of the Project or its components to ascertain whether it is in accordance with the Scope of Services attached as Exhibit "A", or following the design phase, the Design Plans, and Construction Documents. If such inspection or special inspection or testing reveals a failure of the Project or the components thereof to comply with the requirements of the Design Plans and Construction Documents, Service Provider shall bear all costs of the correction of the defective work,

including compensation for the City's additional services made necessary by such failures; otherwise, the City shall bear the costs of such inspection and testing. Service Provider shall not be relieved from the obligation to fabricate and produce the Project and to install the Project in accordance with the Design Plans and Construction Documents by reason of the City's failure to reject the Project or any component thereof or by any inspections, tests or approvals performed by the City.

- B. In the event the City does not find the Project, as it progresses, in compliance with the Design Plans and Construction Documents, the City will work to cure discrepancies with the Service Provider within the parameters and scope of the project. Any additional costs to the project due to discrepancies will be the responsibility of the Service Provider. The Service Provider must mend the dispute within a timeline of no more than five (5) business days or request in written form for an extension. Payment will be made to Service Provider for the Project completed to date of termination. The state of the completion of the Project and the amount which may be due hereunder shall be determined solely by the City. If such termination is due to a substantial variance from the Design Plans and Construction Documents set forth in Exhibit "A", this Agreement, and/or the International Building Code, 2003 edition, the City shall have the option of paying nothing hereunder and of requiring repayment by Service Provider of any sums previously paid by the City. Upon such termination, Service Provider shall retain all rights to the concept, design, and the Art itself, including the right to complete, exhibit, and sell the Art. However, upon such termination, the City shall have the right to require the Work itself be removed from the property of the City.
- C. Service Provider agrees to accommodate reasonable requests by City for access to the Project in preparation and progress for the purpose of promoting the Art so long as such access does not interfere with the progress and timing of Service Provider's work.

17. 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.

18. 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, 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.

19. 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.

20. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 19 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

21. 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 that action or proceeding.

22. JURISDICTION AND VENUE.

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

23. 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.

24. 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.

25. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
26. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

(INSERT SERVICE PROVIDER), an individual

Address: _____

Tax ID#: _____

PC Business License #: _____

Printed Name

Signature

Title

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

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20____, _____
(name of document signer) 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, that he/she acknowledged to me that he/she executed the
_____ (name of document being signed).

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2020, at _____ (insert State and County here).

Printed name _____

Signature: _____

DRAFT

EXHIBIT “A”
SCOPE OF SERVICES:

Project Description:

The theme for the project *Imagine Park City* envisions the past, present and future of creativity in the Park City community. It considers the evolution of the arts in Park City and captures the unique spirit of local artistic expression involving Park City’s values – Historic Character, Small Town, Sense of Community, Natural Setting.

Park City Public Art Advisory Board (PAAB) seeks proposals from Artist(s)/Teams to submit two-dimensional artwork that coincides with the Imagine Park City theme. Funding is available immediately to commission original artworks to be printed on construction fencing located around the future site of the Park City Arts + Culture District. Four (4) Artist(s)/Teams will be selected to have their works reproduced on fencing. Original artwork will be reproduced through a Printing Services company, and installed onto fencing. Each selected artist will be paid for their original art and use of their artwork image.

The scope of work includes submission of 2-D artwork consistent with the Service Provider’s submittal and question responses as shown below and incorporated herein. The artist/team shall not be responsible for installation.

The selected Artist(s)/Teams will be required to follow the following:

- Artwork that is selected will be publically displayed outdoors. It is preferred that submissions are colorful, or that they are designed in a way that creates high visibility.
- Artists that are selected will understand that an independent Service Provider will be hired by Park City Municipal to install printed reproductions of artwork on construction fencing. The Service Provider may alter or remove sections of the artists’ original design.
- Artists must follow the Imagine Park City theme. Artwork that does not follow the theme will not be considered.
- Preference will be given to local Summit County and Park City residents including youth and adults of all ages as well as local organizations.
- Submissions may not include any logos or promotional materials.

Images and / or drawings:

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Park City Community Foundation Report

(A) Public Input

Suggested Action:

Attachments:

[Social Equity Staff Report](#)

[Exhibit A: Social Equity Report](#)

[Exhibit B: Social Equity Update Presentation](#)



City Council Staff Report

Subject: Social Equity Update
Author: Sarah Pearce and Jolene Weston
Departments: Executive & HR
Date: October 26, 2020
Type of Item: Informational

Summary

Pursuant to the stipulations of the Professional Services Agreement (PSA), the Park City Community Foundation (PCCF) will report to Council on the following initiatives:

1. **Community Education & Awareness**
2. **Diversity, Equity, and Inclusion (DEI) Task Force**
3. **Housing Task Force**

Background

In 2018, the City partnered with the Park City Community Foundation (PCCF) to elevate the social equity concept and conversation through a community convening process. PCCF brought a coalition together to perform a social equity self-diagnosis, identified social equity resources and gaps, prioritized the most significant and addressable social equity issues (short- and long-term), and developed a multiyear Strategic Plan that was presented to Council last fall. In addition, PCCF collaborated with the City to ensure additional funding was available to the most vulnerable populations amidst the COVID pandemic.

The [Community Social Equity Strategic Plan](#) identified three priority areas - Housing, Education, and Inclusion – which were identified through a nine-month convening process to achieve more equitable outcomes. Local leaders from the three priority areas and members of the communities experiencing disparities were central to the creation of the Plan. The areas of income/wages, transportation, and healthcare were also identified as drivers of inequity and included in the plan as interlinked to the rest.

Analysis

The Community Foundation has been an important part of the Social Equity initiatives implemented by Council and entered into a short-term PSA to further these efforts at the beginning of this year. PCCF will report out to Council on the progress they have made in the following areas:

Scope of Services as Outlined in PSA

1. Community Education & Awareness

- o In conjunction with PCMC staff, develop and begin implementation of a social equity community outreach and media plan.
- o Organize focus groups with underrepresented groups, solicit feedback, institute Living Room Conversations program.
- o Develop and implement community education programs.
- o Lead collaborative efforts to secure funding for key strategic plan elements.

- o Provide leadership and oversight for Social Equity Initiative.
- o Track data from different task forces and create annual social equity report.

2. Diversity, Equity, and Inclusion (DEI) Task Force

- o Facilitate and convene regular meetings with the inclusion task force.
- o Implement community-wide inclusion efforts and amplify underrepresented voices within our community.
- o Deploy leadership campaign to increase diversity and inclusion in leadership bodies.
- o Establish community-wide organizational pledge with clear diversity, equity, and inclusion goals.
- o Support organizations in developing their own equity plans.
- o Provide progress report to City Council and coalition partners in February 2020.

3. Housing Task Force

- o Facilitate and convene regular meetings with the housing task force.
- o Work with partner entities to continue collaboration between housing organizations.
- o Build a public coalition in support of affordable housing.
- o Support community members who qualify for affordable housing by collaborating with partner organizations to push for centralization of information and outreach.
- o Leverage additional financial resources to supplement Summit County and PCMC funding.
- o Support PCMC's goal of 800 units of affordable housing by 2026.

Exhibits

Exhibit A: PCCF Report

Exhibit B: PCCF Presentation

SCOPE OF SERVICES

1. Community Education & Awareness

- In conjunction with PCMC staff, develop and begin implementation of a social equity community outreach and media plan.
 - Connected Park City Community Foundation's Communication and Marketing Director (Christine Coleman) with PCMC staff on 2/25 to collaborate on communications plan. Vision 2020 process underway at the time so communications on hold until more clarity between the pillars and the critical priorities is gained.
- Organize focus groups with underrepresented groups, solicit feedback, institute Living Room Conversations program.
 - Continued work with groups like Bright Futures, Latinos in Action, Social Justice Class at Park City High School. Invited Council members Tim Henney and Becca Gerber on two occasions to continue to receive direct feedback from these groups. Living Room Conversations program exists in pilot form and has convened twice in early 2020, although further attempts have been put on hold due to COVID-19 restrictions.
- Develop and implement community education programs.
 - Community Education scheduled for May has been postponed due to COVID-19 restrictions. National expert McKensie Mack was to lead a workshop focused on the intersection of race and storytelling to further build equity into the nonprofits in our community.
 - OCTOBER UPDATE: Roundtables focused on race equity & 2-day nonprofit workshop focused on advancing equity and inclusion.
- Lead collaborative efforts to secure funding for key strategic plan elements.
 - Efforts have continued towards raising monies for Early Childhood Education (735k+ so far), Inclusion (specifically the Equity Advancement Cohort via proposals to private donors and engaging with participants), and Affordable Housing (Advocate and Centralization of Information for Greater Park City residents.) The last one has high interest from groups like the Park City Chamber of Commerce and the Park City Board of Realtors.
 - OCTOBER UPDATE: Equity Advancement Cohort underway and launching officially in Q1 2021
- Provide leadership and oversight for Social Equity Initiative.
 - Diego Zegarra has continued to convene and visibly lead efforts in his role as Social Equity Director with support of staff including Sarah MacCarthy, Ollie Wilder, and Executive Director Katie Wright.
- Track data from different task forces and create annual social equity report.
 - Data analysis has continued to grow and the most significant information will be coming from the Early Childhood Alliance. An iteration of the Social Equity Strategic Plan would be delivered in parallel.

- OCTOBER UPDATE: Measurement & Evaluation systems being implemented to measure impact in all Community Foundation, benefiting Social Equity process and all its projects.

2. Diversity, Equity, and Inclusion (DEI) Task Force

- Facilitate and convene regular meetings with the inclusion task force.
 - Individual meetings have been held with prospective participants of the Equity Advancement Cohort in preparation for a possible late summer kickoff, although those plans have been on hold since the Center for Equity and Inclusion was unable to come in early May as expected and budgets are somewhat shifting.
 - OCTOBER UPDATE: Equity Advancement Cohort underway, launching in Q1 2021.
- Implement community-wide inclusion efforts and amplify underrepresented voices within our community.
 - Park City Community Foundation staff has been collaborating with local organizations and entities like Mountain Town Music, SOS Outreach, Park City Institute, Park City School District, Park City and Summit County Arts Council, Park City Day School, Park City Municipal Corporation's HR department, and others, to continue understanding Diversity, Equity, & Inclusion. We have led conversations around this topic for their staff and volunteers, as well as helped them explore specific programming that would help advance DEI in our community.
- Deploy leadership campaign to increase diversity and inclusion in leadership bodies.
 - Efforts around leadership campaigns have been delayed due to COVID-19 restrictions but remain on track and will be bolstered by Equity Advancement Cohort.
- Establish community-wide organizational pledge with clear diversity, equity, and inclusion goals.
 - Efforts around a community-wide organizational pledge have been delayed due to COVID-19 restrictions but remain on track for Summer.
 - OCTOBER UPDATE: Summer of 2021, Park City Community Foundation launched the Antiracist Pledge with goals and actions organizations could take.
- Support organizations in developing their own equity plans.
 - Park City Community Foundation has held conversations with the organizations listed above and supported efforts around them building their own equity plans.
 - OCTOBER UPDATE: Equity Advancement Cohort will further inform this process.
- Provide progress report to City Council and coalition partners in February 2020.
 - Park City Community Foundation would appreciate the opportunity to present an update on Social Equity efforts to council as soon as possible.

Attempts were made to present the progress report, but since the Vision 2020 process was still ongoing, we were asked to wait a little longer. At this juncture, we can discuss how the two efforts can advance together.

3. Housing Task Force

- Facilitate and convene regular meetings with the housing task force.
 - Affordable Housing Task Force met in early March with new members representing the Chamber of Commerce, the Park City Board of Realtors, and Intermountain.
- Work with partner entities to continue collaboration between housing organizations.
 - Park City Community Foundation has continued to collaborate with multiple partners to collectively work on this issue.
- Build a public coalition in support of affordable housing.
 - The Affordable Housing Task Force currently serves as the coalition supporting these efforts, and conversations with Jason Glidden have continued – the group would be ready to activate were a public show of support be needed at Council or Planning Committee hearings.
 - OCTOBER UPDATE: For further advancement of this area, an Affordable Housing Coordinator would require funding.
- Support community members who qualify for affordable housing by collaborating with partner organizations to push for centralization of information and outreach.
 - As the Affordable Housing Coordinator position takes shape, we have been working with Mountainlands Community Housing Trust to leverage their software and increase the centralization of information regarding affordable housing.
- Leverage additional financial resources to supplement Summit County and PCMC funding.
 - Park City Community Foundation is working on acquiring funding from the Park City Chamber of Commerce and the Park City Board of Realtors, both interested in supporting the hiring of an Affordable Housing Coordinator. Additionally, the proposal has been sent to private donors for their consideration.
- Support PCMC's goal of 800 units of affordable housing by 2026.
 - Park City Community Foundation continues to support all of Park City Municipal Corporation's goal of 800 units built by 2026.



Social Equity Update

October 29, 2020

Deliverables

- Community Education & Awareness
- Affordable Housing
- Education & Early Childhood
- Inclusion

Community Education & Awareness

- Continued Needs Assessment
- Expanded roundtables & annual NPO workshop
- Continued fundraising
- Shared best practices with partner organizations

Affordable Housing

- Continued convening task force, working with PCMC Housing department
- Created framework for advancing plan's recommendations
- Rallied donors to fund the position (COVID-19, discussion on standby)

Education & Early Childhood

- Continued funding & support of the Early Childhood Alliance, PC Tots, Holy Cross Ministries
- Exploring expansion of support into other areas in the Education segment – funded Bright Futures

Inclusion

- Sharing best practices with partner organizations, support equity conversations
- Antiracist pledge
- Equity Advancement Cohort underway

What's next?

- Vision 2020 & Critical Priorities
- How can Park City Community Foundation continue supporting equity and inclusion efforts community wide?

Thank you



PARK CITY

COMMUNITY
FOUNDATION

City Council Staff Report



Subject: Nightly Rentals – Lower Rossi Hill HRL Zone
Application: PL-20-04613
Author: Rebecca Ward
Date: October 29, 2020
Type of Item: Legislative – Land Management Code Amendment

Summary Recommendation

Staff recommends the Council open a public hearing and continue the Land Management Code amendment to allow Nightly Rentals as a Conditional Use in the Lower Rossi Hill Historic Residential Low – Density area to a date uncertain.

Description

Applicant: Planning Department
Zoning District: Lower Rossi Hill Historic Residential Low – Density Area
Reason for Review: Land Management Code amendments require Planning Commission review and recommendation to City Council for Final Action

Executive Summary

The proposed Land Management Code (LMC) amendment establishes Nightly Rentals as a Conditional Use in the Lower Rossi Hill Historic Residential Low – Density (HRL) area to align with information that was presented in the staff reports to the Planning Commission and the City Council when the Lower Rossi Hill area was rezoned from Residential – Medium to HRL in 2017.

Prior to the 2017 rezone, Nightly Rentals were allowed in the area subject only to Business License regulations. Due to an oversight in the 2017 staff report when the area was rezoned, Nightly Rentals were by default prohibited. Establishing Nightly Rentals as a Conditional Use Permit (CUP) will allow property owners to apply for a Nightly Rental CUP and license—a property right that was represented to the Commission and Council when the area was rezoned—while providing the Commission with an opportunity to review and mitigate impacts to the neighbors. Additionally, the CUP process for each property requires a public notice process. The neighbors will have an opportunity to provide input to the Commission during the CUP review process for each Nightly Rental.

The Planning Commission considered the proposed amendments on September 23, 2020 ([Staff Report](#); [Audio](#)). The Planning Commission continued the item to a date uncertain and requested that the City Council conduct a work session on heightened Nightly Rental regulations and enforcement pursuant to Municipal Code [§ 4-5-3](#) before the Planning Commission makes any land use determinations on Nightly Rentals. Staff is preparing for this Council work session, which is scheduled for December 17, 2020.

Public Input

To view the public input that was presented for the Planning Commission's consideration on September 23, 2020, please see Exhibit A

Hi Rebecca and all,

As long time residents of Mchenry Avenue we are not in favor of rezoning Lower Rossi Hill Historic Residential Low Density to allow nightly rentals.

How is it that zoning designations can be changed arbitrarily without regard as to the reason they were established in the first place.

I am sick to my stomach that this area was allowed to be developed at all. The three historic homes on lower Rossi Hill are basically the only true examples of Park City history that remain. These homes should've been bought by the city and turned into museums like at McPoland farm. Or better yet maybe tiny homes for families. Or more open space and wildlife corridor in Old Town Park City.

We have hotels in Park city to accommodate nightly rentals, not neighborhoods! Developers and second homeowners want the designation to allow nightly rentals because it adds value to their property. This intern exacerbates affordability of single family homes in old town. Imagine that, affordable housing, the very thing you are trying to address every single every day.

Please say no to nightly rentals on Lower Rossi Hill Historic District!

Thank you or your consideration.
Matey and Morgan Hole
310 Mchenry Avenue

Rebecca...I had a discussion with my neighbor Morgan Hole this morning.

In the interest of time and after hearing Morgan's letter , I totally concur with the content.

We finally must begin to make adjustments as we are now living with the results of decisions that no longer work in our new congested Park City.

Kind regards,
Mary C. Wintzer
320 McHenry St.

My wife and I have lived on Mellow Mt. Rd. for sixteen years, and are long time Park City residents. We are opposed to the proposed rezone on Lower Rossi Hill which would allow nightly rentals.

Our Sunnyside neighborhood has a nightly rental house which has been a constant source of noise that often lasts well into the night. The police have been called to deal with disturbances many times. There are also nightly rentals on the sections of Deer Valley Drive and Deer Valley Loop that have been troublesome as well - large groups of people have rented these properties and the noise echoes across the canyon to our home. Rossi Hill nightly rentals would add to the disturbance.

Since the houses in question on Rossi Hill are directly across from our neighborhood, the noise from their inevitable late night parties will add to the nuisance level in the Sunnyside area, as well as several other neighborhoods within easy earshot of the parties.

The traffic from those houses will also increase, as will on-street parking issues.

We urge you to deny approval to the rezone in order to help keep all the neighborhoods in the area as quiet and safe as possible.

Thank you for your time and consideration.

Pete and Mary Larsen
670 Mellow Mt. Rd.

My husband, Mel Lavitt and I live in the Sunnyside Subdivision located across Deer Valley Drive from the Lower Rossi Hill District. We are adamantly opposed to the proposed amendment to the Land Management Code that would allow nightly rentals in this district. The Sunnyside Homeowners Association for years has had a negative experience with nightly rentals and therefore several years ago moved to change our zoning to prohibit nightly rentals in our subdivision. The problem has been the nuisance that nightly rentals cause with increased levels of noise and traffic. The noise factor that nightly rentals would produce in the Lower Rossi Hill area would negatively affect the residents of our subdivision because noise along Deer Valley Drive is magnified by the canyon that the street is located in. We have found that unfortunately nightly renters often don't take care of the homes they are in, indulging in loud parties, excessive use of fireworks on holidays and leaving unwanted trash in front of the homes they are occupying. Furthermore Nightly Rentals will compound the traffic congestion at the entrance to our neighborhood where Sunnyside Dr. and Rossi Hill Drive intersect with Deer Valley Drive. This intersection is already congested and poses a danger for drivers entering and leaving our subdivision. The major thoroughfare, Mellow Mountain Road, which already has been impacted by increased traffic will be affected, making what was once a pleasant neighborhood into a noisy and dangerous thoroughfare.

Thank you for your consideration of this matter.

Sincerely, Wendy Lavitt

Hello Rebecca – My name is Kevin Barker and my wife and I live at 257 McHenry Ave. Last night a neighbor let me know that the planning commission is going to vote on a recommendation to allow nightly rentals on the lower section of Rossi Hill. I never received any notice on this planned vote so this is the first I have heard of it.

Rossi Hill is a small, narrow street that is very poorly maintained by the city and has numerous issues on the lower section with illegal parking. Residents living on Coalition View and McHenry have to deal with navigating around these cars and the bad street conditions every day.

The commissions plans will simply exacerbate the situation by adding additional traffic to the street.

In addition much of Park City is already zoned for and is full of houses offering nightly rentals. This results in properties that are fully occupied in peak season times and empty off-season. City officials often decry this exact situation and now you are looking to expand it. When my wife and I made the decision to live full time in Park City we spent days and days visiting pretty much every street in Old Town and made the decision to purchase our house on McHenry due to the fact that the residents on the whole live here full time.

I hope the commission will reconsider their plans.

Kevin Barker

Dear Planning Commission:

I live on Coalition View Drive and am opposed to the proposed amendment to the Land Management Code that would allow nightly rentals in this district. The problem is the nuisance that nightly rentals cause with increased levels of noise and traffic. The noise factor that nightly rentals would produce in the Lower Rossi Hill area would negatively affect the residents of our neighborhood. Daily renters do not have the same respect for their neighbors and there are no repercussions for playing loud music, having parties, or packing multiple families into one rental unit.

Nightly rentals will also compound the traffic congestion on Rossi Hill by Deer Valley Drive. This area and intersection is already congested and poses a danger for drivers entering and leaving our neighborhood and for pedestrians going to the bus stop. Please help us protect our wonderful and quiet neighborhood and restrict nightly rentals.

Thank you for your consideration.

Jordan Pynes
645 Coalition View Drive

Hello, Rebecca. I received today your notice to property owners dated September 9. In that notice, you requested input regarding nightly rentals in the Rossi Hill area of the historic residential low density zoning district on Rossi Hill Drive and Deer Valley Loop Road.

I live on McHenry Avenue and have since 2011. At present, McHenry and Rossi Hill Drive are both designated 1st Priority Roads for snow clearing and maintenance, and much of these roads are designated no-parking areas (some seasonal), yet cars are ALWAYS parked on these roads, thus preventing the city EVEN NOW from proper maintenance.

This is the case without the completion of entitled development, the sale of recently built homes, the development or use of the BLM property, or, worst of all, permitting the area to become a high density, high volume, multi-car occupied daily rental transient hotel community.

As for Deer Valley Loop Road, drive by there today in the COVID off-season and see what it looks like. Cars everywhere, passage often impossible, trash pickup frustrated, and more development in the works. Imagine this with nightly rentals, particularly in season, with multiple families in each unit (yes, this is so despite prohibitions that may limit occupancy numbers). Social distancing? Forget it. Fire? Better hope all sprinklers work.

Even a simple Planning Commission meeting has been found to present a "Substantial Health and Safety Risk," thus warranting an online meeting. Similar Substantial Health and Safety Risks will be needlessly caused by changing the very nature and character of this Historical District into a crowded hotel/motel row.

We purchased in this area in reliance on the fact that in an historical district, and given other land use requirements in place, such daily rentals would NEVER be permitted. Every neighbor I have spoken with feels the same way, and several have also said they purchased in such a district specifically because NO NIGHTLY RENTALS were permitted. Requests for minor variances in this area are routinely denied when they affect an historic structure or impede in any way the view, ambience, access or other quality of life markers. Nightly rentals would NOT be a minor variance, it would be a change of life.

Basic city services, not to mention life safety concerns such as ambulance, police and fire, would suffer dramatically. The city will not be able to police the resulting increase in code violations and risk to public safety, particularly to the area's people and property.

Despite this burden, there appears to be no consideration of the financial impact of this proposal in the Planning Commission Staff Report. I may be mistaken, but I thought it was required (and good practice) to include an evaluation of the fiscal impact of any council decision. In addition to the direct costs above, there will be indirect costs because of declining property values around any to-be-permitted mini-hotels.

The complaining property owner has not claimed any prior historical use as a nightly rental, or any other claimed entitlement or basis to justify a deviation from the Land Management Code.

I urge you, the Planning Commission and the Council to cease any consideration of permitting such a use. An error in a staff report has no force of law, unlike the Land Management Code that clearly prohibits such a use. Public safety and policy guide an easy decision, that is, to just say no.

Please contact me if I can provide any additional information, and I urge you to reach out to all McHenry and Rossi Hill Drive residents to gauge the very high level of opposition to such a proposal.

Respectfully,
Tom Grady

I reside in the Sunnyside Subdivision located across Deer Valley Drive from the Lower Rossi Hill District. I am opposed to the proposed amendment to the Land Management Code that would allow nightly rentals in this district. The Sunnyside Homeowners Association has had a negative experience with nightly rentals and several years ago moved to change our zoning to prohibit nightly rentals in our subdivision. The problem has been the nuisance that nightly rentals cause with increased levels of noise and traffic. The noise factor that nightly rentals would produce in the Lower Rossi Hill area would negatively affect the residents of our subdivision because noise along Deer Valley Drive is magnified by the canyon that the street is located in. Furthermore Nightly Rentals will compound the traffic congestion at the entrance to our neighborhood where Sunnyside Dr. and Rossi Hill Drive intersect with Deer Valley Drive. This intersection is already congested and poses a danger for drivers entering and leaving our subdivision.

Thank you for your consideration of this matter.

Rick Anderson
634 Sunnyside Drive

I write to oppose the proposed amendment to the Land Management Code that would allow nightly rentals in this district.

I reside in the Sunnyside Subdivision located across Deer Valley Drive from the Lower Rossi Hill District. The Sunnyside Homeowners Association has had a negative experience with nightly rentals and several years ago moved to change our zoning to prohibit nightly rentals in our subdivision. The problem has been the nuisance that nightly rentals cause with increased levels of noise and traffic as well as illegal parking. The noise factor that nightly rentals would produce in the Lower Rossi Hill area would negatively affect the residents of our subdivision because noise along Deer Valley Drive is magnified by the canyon that the street is located in. Furthermore Nightly Rentals will compound the traffic congestion at the entrance to our neighborhood where Sunnyside Dr. and Rossi Hill Drive intersect with Deer Valley Drive. This intersection is already congested and poses a danger for drivers entering and leaving our subdivision, particularly given the number of service and construction trucks entering and leaving our streets.

Thank you for taking into account my position.

Susan Himes
606 Mellow Mountain Road

Dear Planning Committee,

I am a full time resident at 650 Rossie Hill Dr. located just above the Lilac Hill East property (Tahoma). I have a question and also a concern about changing the zoning for "nightly rentals". If the property is zoned "no nightly rentals" why are you even considering changing this code? Lower Rossie Hill Dr. is already a parking lot for renters. Not sure where they all come from. Our building has 3 units. The middle unit is used for nightly rentals. Our experience is with 3 bedrooms it is often rented to 3 couples and they bring 3 vehicles. If a house has 4 bedrooms it will be rented to 4 couples with 4 vehicles. Despite Mr. Watanabe's statement regarding parking on the property most of the vehicles will be lined up on Rossie Hill drive. Around the hairpin turn (people already park there) and up the hill. While there are restrictions on parking in the winter they are rarely enforced. So, I am opposed to changing the code for Lilac Hill East.

Sincerely,

Linda Mason

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Adopt Resolution 24-2020, a Resolution Adopting a Temporary Tent and Outdoor Structure Approval Process to Aid Business Operations During COVID-19
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Temporary Outdoor Structures Winter 20/21 Staff Report](#)

[Exhibit A: Emergency Regulations for Temporary Structures](#)

[Exhibit B: Resolution](#)

City Council Staff Report

Subject: Temporary Expansion into Outdoor Private Property for Winter 20/21 COVID Relief
Author: Jonathan Weidenhamer
Department: Economic Development
Date: October 29, 2020
Type of Item: Administrative

Recommendation

City Council should hold a public hearing, provide input and adopt a resolution to adopt a temporary program to allow businesses to install Temporary Structures and Temporary Tents in private, outdoor spaces during the upcoming winter to help businesses maintain social distancing in winter conditions. The program is designed to work within State and local emergency health orders.

Background

The City seeks to facilitate temporary options for businesses to assist them with complying with Utah's Transmission Index Criteria ([Utah Health Guidance Levels](#)) and the most recent Summit County Joint Public Health Order ([County Health Order](#)). Nothing herein would reduce or remove the obligation of a business to operate within the State or County's base guidelines. Furthermore, individual businesses are solely responsible for any other necessary State or local permitting approvals, such as liquor or health department.

The temporary approach offers businesses a more nimble process to temporarily activate private, outdoor spaces. By removing the requirement of an administrative conditional use permit, businesses would spend less time and money on the permitting process and could expand their operations in an efficient manner. Doing so would reduce certain standards for approval, including collection of fees, public noticing requirements, and submittal requirements of site and structurally engineered plans.

Naturally, reducing some of the regulatory hurdles will make it easier for local businesses to operate under COVID-19 impacts. On the other hand, many of the conditional use requirements were created to increase public safety, neighborhood compatibility, and property owner accountability. Thus, staff recommends this one-time temporary accommodation due to the circumstances of a very uncertain winter 2020.

As a result, staff recommends a temporary accommodation through May 1, 2021, and provided the Summit County Health COVID order stays in place. This new approval process will require only fire permits and business license amendments (to reflect the outdoor dining footprint) for a Temporary Structure or Tent on private property. Supplemental review of the fire/building permits shall be provided by the Planning, Engineering, and Economic Development Departments, who will maintain authority to further condition the issuance of the fire permit. Conditions may include recommended best practices from the Summit County Health Department to maximize health safety.

This is allowed pursuant to implementation of the Disaster Response and Recovery Act, Title 53, Chapter 2a of the Utah Code, as amended. All businesses intending to use this process to temporarily extend premises must also be in compliance with any regulations set forth by the Summit County Health Department and Utah Department of Alcoholic Beverage Control.

Funding

Traditional fees for administrative costs for business license, building, and planning fees are insignificant. Because the uses are temporary, any impact or connection fees aren't applicable.

Attachments

- A Emergency Regulations and Criteria
- B Resolution



PARK CITY MUNICIPAL CORPORATION REGULATIONS for TEMPORARY TENTS AND OTHER TEMPORARY STRUCTURES

The City seeks to support business compliance, including restaurants and bars, with Utah's State Public Health Order 2020-19 adoption of statewide COVID-19 Transmission Index, ([link](#)), and the most recent Summit County Joint Public Health Order ([2020-10](#)), by allowing a temporary structure or tent to expand the premise through a streamlined fire permit, instead of the existing Administrative Conditional Use Process in the Planning Department. Business owners will need to obtain applicable Summit County Health and Utah Department of Alcoholic Beverage Control (DABC) approvals, as necessary.

The Chief Building Official shall include supplemental review of the fire permit by the Planning, Engineering, and Economic Development Departments, who may recommend further conditions of approval consistent with the standards herein.

Park City adopts this temporary emergency regulation pursuant to the Disaster Response and Recovery Act, Title 53, Chapter 2a of the Utah Code, as amended.

I. Winter 2020 – 2021 COVID Relief Temporary Structures and Tents

The Applicant must meet the following requirements:

- A. **APPLICATION**. An Application must be submitted to the Building Department including the following information:
 1. **GENERAL DESCRIPTION**. An overview of the proposed activity shall include hours of operation, anticipated capacity, use of speakers, any beer or liquor license, any sign or lighting plan, heaters, and any other applicable information.
 2. **SITE PLAN**. The site plan shall indicate the location of the temporary structure or tent on the Property and distances from Property Lines and other Structures. A separate plan for the interior of any temporary structure or tent may be required depending on proposed use. This plan will indicate any chairs, tables, exits, sanitation, heating, food service/handling etc. A snow mitigation plan must be included.
 3. **STRUCTURAL INFORMATION AND CALCULATIONS**. For all temporary structures and tents greater than 400 square feet in Floor Area, the Applicant must submit structural calculations, wind load information, fire rating, etc.
 4. **FEES**. All applicable fees are waived.



5. **FIRE PERMIT.** A permit issued by the Building Department is required for temporary structures and tents greater than 400 square feet in Area, or as determined by the Chief Building Official upon review of size, materials, location, weather, and proposed use.
6. **ELIGIBILITY.** Only restaurants, bars, coffee shops, or similar food service-based businesses with a valid Park City Business license are eligible for this temporary approval. Not available for convention and sales or temporary licenses. [For those ineligible for this temporary process: Existing Administrative CUP permit regulations remain in effect and applications are available in the Planning Department.]

B. REVIEW CRITERIA

1. Any net loss of parking shall be mitigated in the Applicant's plan.
2. The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.
3. The Use shall not violate the Noise Ordinance, Municipal Code Chapter 6-3.
4. The Use shall comply with the Land Management Code Setbacks and review criteria for temporary structures and tents, excluding the Administrative Conditional Use Permit.
5. The signage shall comply with the Sign Code, Title 12.
6. The lighting shall comply with Municipal Code § 12-4-9 and Land Management Code § 15-5-5(J).
7. The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering.
8. The Use shall not violate the International Building Code.
9. The Applicant shall adhere to all applicable City and State licensing ordinances.
10. A snow mitigation plan must be provided to manage snow accumulation on top and around temporary structures and tents.

C. SUPPLEMENTAL GUIDELINES

1. **Public Property.** Activations within the City Rights-of-Way or other public property must be approved by the City Council or their designee through a separate lease, encroachment permit, or similar agreement.
2. **Duration.** Temporary structures or tents for premise expansion may be erected after October 30, 2020, and shall be removed prior to May 1, 2021. [Applicants are advised current DABC approvals may expire in Jan 2021]



3. **Safety & ADA Requirements.** Sidewalks and City Rights-of-Way must maintain an adequate pedestrian flow of at least 44" from fire hydrants, crosswalks, public utility access, and building entrances. Each business is responsible for ensuring compliance with fire/emergency access and ADA requirements.
4. **Temporary Signage.** Temporary signs are not allowed on any temporary structure or tent.
5. **Support Equipment.** Temporary equipment such as umbrellas, planters, or temporary barriers and signs are allowed, but shall not be permanently affixed to public property. Such items shall (a) be included on the site plan and approved as part of the fire permit, (b) be properly weighted, and (c) be no more than 80 inches above existing grade. Space heaters may be permitted consistent with the manufacturer's recommendations. A 44" pedestrian path shall be maintained at all times.
6. **DABC Approval.** Individual businesses are responsible to operate within and obtain any applicable DABC regulations and approvals related to premise expansion. Proper DABC permits are required to serve alcohol in a temporary structure or tent. [Applicants are advised current DABC approvals may expire in Jan 2021] Please contact beth.bynan@parkcity.org if Local Consent is needed.
7. **Health Department Approval.** Individual Businesses are responsible to operate consistent with applicable County health occupancy and space limitations and obtain any necessary permits from the Summit County Health Department to serve food and beverages within the temporary structure or tent.

Appeal Process. Appeal of the issuance or denial of the fire permit by the Building Official may be filed within three (3) business days to the City Manager.



Resolution No. 24-2020

A RESOLUTION ADOPTING A TEMPORARY TENT AND OUTDOOR STRUCTURE APPROVAL PROCESS TO AID BUSINESS OPERATIONS DURING COVID-19

WHEREAS, the City seeks to support business compliance, including restaurants and bars, with Utah's State Public Health Order 2020-19 adoption statewide COVID-19 Transmission Index, and the most recent Summit County Joint Public Health Order (2020-10), by allowing a temporary structure or tent to expand the premise through a streamlined fire permit, instead of the existing Administrative Conditional Use Process in the Planning Department; and

WHEREAS, Park City adopts this temporary emergency regulation pursuant to the Disaster Response and Recovery Act, Title 53, Chapter 2a of the Utah Code, as amended; and

WHEREAS, a public hearing was held on October 29, 2020.

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

SECTION 1. ADOPTION. The City Council hereby adopts the temporary Tent and Outdoor Structure Regulations as outlined in Exhibit A.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect immediately.

PASSED AND ADOPTED this 29th day of October, 2020.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager and the Mayor to Enter into Sales Contracts, Deed Restrictions, and Necessary Escrow and Closing Statements/Authorizations with Qualified Home Buyers in a Form Approved by the City Attorney's Office for 1333 Park Avenue, Park City, Utah
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Disposition of Property - 1333 Park Avenue Staff Report](#)

[Exhibit A: 1333 Park Avenue Pyros Sales Contract](#)

City Council Staff Report

Subject: Disposition of City Property – Attainable Housing Unit at Woodside Park Phase 1
Author: Rhoda Stauffer
Department: Housing
Date: October 29, 2020
Type of Item: Administrative

Recommendation

Hold a public hearing regarding the disposition of the final property at the Woodside Park Phase 1 community housing development, located at 1333 Park Avenue, and authorize the City Manager and the Mayor to enter into sales contracts, deed restrictions, and necessary escrow and closing statements/authorizations, in a form approved by the City Attorney.

This transaction completes the Woodside Park Phase 1 community housing development, whereby Park City Municipal created four single-family homes and four townhomes with attached accessory studio units.

Background

Approximately 85% of Park City's workforce lives outside Park City limits. While high Park City home prices are considered a positive outcome of the resort economy and good for individual property owners, they also create a host of complex community and neighborhood issues. Increasingly, the lack of affordable housing stock in Park City forces the majority of our workforce to drive in and out of town, increasing traffic and congestion, and also creating vibrancy and quality of life issues within neighborhoods formerly comprised of full-time residents.

As part of the Council's goal to add 800 affordable/attainable units by 2026, the City began developing several community affordable housing developments on its own. The Woodside Park Phase 1 housing project includes four single-family homes and four townhomes, with accessory studio units attached. The total construction cost was \$5,125,380, which included the full restoration of two historic homes. These units will house 18 year-round residents.

On June 20, 2019 ([Staff Report](#)), Council approved pricing for the Woodside Park Phase 1 units, and provided direction to retain one unit, at 1330 Woodside (unit #4), for future miscellaneous municipal employee needs.

Accordingly, a lottery was held on December 23, 2019, creating a prioritized waitlist. Six units at Woodside Park, Phase 1, are sold, and one unit remains for sale.

Analysis

A qualified buyer has been identified for the last remaining Woodside Park unit. In order to complete the sale, Council must approve the property disposition, per PCMC Code Section 2-3-11, and authorize the City Manager to sell at the following price:

Name	Address	Price	Monthly Dues
Christian Pyros	1333 Park Ave	\$498,000	\$475.25

The applicant meets all the criteria for the City's housing program. The process for selection was a pre-application, followed by a full application reviewed and approved by the City's 3rd Party vendor.

Funding

The City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue for housing projects. Proceeds from the disposition of the property will be returned to the RDA to help fund future affordable and community housing projects.

Exhibits

A DRAFT Real-Estate Purchase Contract & Addendum

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 13 day of October, 2020, ("Offer Reference Date") CHRISTIAN PYROS ("Buyer") offers to purchase from PARK CITY MUNICIPAL CORPORATION and REDEVELOPMENT AGENCY OF PARK CITY, UTAH ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$1,000.00 the form of cash or check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Escrow Agent, PARK CITY TITLE, the Escrow Agent shall have four (4) calendar days in which to deposit the Earnest Money into the Escrow Account.

OFFER TO PURCHASE

1. PROPERTY: 1333 Park Avenue

City of Park City, County of Summit, State of Utah, Zip 84060 Tax ID No. WSPSCONDO-I-1 (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): ☒ washer ☒ dryer ☒ refrigerator ☒ microwave oven ☒ 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 \$498,000.00. 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>\$1,000.00</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
<u>\$N/A</u>	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
<u>\$ 250,000.00</u>	(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.
<u>\$</u>	(d) Seller Financing (see attached Seller Financing Addendum)
<u>\$ 242,000.00</u>	(e) Balance of Purchase Price in Cash at Settlement
<u>\$ 498,000.00</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 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

Page 1 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

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: [X] 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: [X] 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) N/A. 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): _____.

Seller's Brokerage N/A, represents [] Seller [] both Buyer and Seller as Limited Agent;

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) N/A, represent(s) [] Buyer [] both Buyer and Seller as Limited Agent(s);

Buyer's Agent(s) Utah Real Estate License Number(s): _____.

Buyer's Brokerage N/A, represents [] Buyer [] both Buyer and Seller as a Limited Agent.

Buyer's Brokerage Utah Real Estate License Number: _____.

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.

Page 2 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

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

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 \$ N/A 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 \$ N/A. 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 ☐ FHA/VA Loan Addendum ☐ Other (specify) Deed Restrictions, City Council approval of sale in an open and public meeting, HOA reserve fund, Declaration of Covenants, Conditions and Restrictions.

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

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

16. DEFAULT.

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

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

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration 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** _____ **Date** _____ **Seller's Initials** _____ **Date** _____

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 October 23, 2020 (Date)
- (b) Due Diligence Deadline October 30, 2020 (Date)
- (c) Financing & Appraisal Deadline December 4, 2020 (Date)
- (d) Settlement Deadline December 10, 2020 (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 October 15, 2020 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

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

ACCEPTANCE/COUNTEROFFER/REJECTION

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

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

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

Page 1 of 1

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of October 13, 2020, including all prior addenda and counteroffers, between **CHRISTIAN PYROS** as Buyer, and **PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and the Redevelopment Agency of Park City** as Seller, regarding the Property located at 1333 Park Avenue Park City, UT. 84060. The following terms are hereby incorporated as part of the REPC:

1. **Deed Restricted Property:** Buyer's approval of Deed Restrictions on the property is a due diligence item under Section 8.1 (a). The Deed Restriction, which is recorded against the property, limits future sales price, how the unit can be occupied, and to whom the unit may be sold.
2. **City Council Approval:** Sale of this property is conditioned upon approval of the sale by the Park City Council on October 29, 2020 in an open and public meeting.
3. **HOA Reserve Funds:** Seller will provide funding to the Woodside Park, Phase I Homeowners Association in the amount of \$1,425.75, which is equal to three (3) monthly installments, as determined in accordance with the Condominium Declaration, to an "Association Replacement Reserve Account". Such payment is in addition to the regular monthly operating dues of \$475.25 for common expenses payable by the owner of each Woodside Park, Phase I unit pursuant to the Condominium Declaration.
4. **Façade Easement:** Buyer acknowledges that a façade easement, placed on the historic facades within The Woodside Park, Phase I project, is to be recorded against the property prior to Closing.

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 October 15, 2020 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

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

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

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

Council Agenda Item Report

Meeting Date: October 29, 2020

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: RDA

Agenda Section:

Subject:

Consideration to Authorize the City Manager and the Mayor to Enter into Sales Contracts, Deed Restrictions, and Necessary Escrow and Closing Statements/Authorizations with Qualified Home Buyers in a Form Approved by the City Attorney's Office for 1333 Park Avenue, Park City, Utah
(A) Public Input (B) Action

Suggested Action:

Attachments:

[RDA Disposition of Property - 1333 Park Avenue Staff Report](#)

[Exhibit A: 1333 Park Avenue Pyros Sales Contract](#)

Redevelopment Agency Staff Report

Subject: Disposition of City Property – Attainable Housing Unit at Woodside Park Phase 1
Author: Rhoda Stauffer
Department: Housing
Date: October 29, 2020
Type of Item: Administrative

Recommendation

Acting as the governing board of the Redevelopment Agency (RDA) Hold a public hearing regarding the disposition of the final property at the Woodside Park Phase 1 community housing development, located at 1333 Park Avenue, and authorize the City Manager and the Mayor to enter into sales contracts, deed restrictions, and necessary escrow and closing statements/authorizations, in a form approved by the City Attorney.

This transaction completes the Woodside Park Phase 1 community housing development, whereby Park City Municipal created four single-family homes and four townhomes with attached accessory studio units.

Background

Approximately 85% of Park City's workforce lives outside Park City limits. While high Park City home prices are considered a positive outcome of the resort economy and good for individual property owners, they also create a host of complex community and neighborhood issues. Increasingly, the lack of affordable housing stock in Park City forces the majority of our workforce to drive in and out of town, increasing traffic and congestion, and also creating vibrancy and quality of life issues within neighborhoods formerly comprised of full-time residents.

As part of the Council's goal to add 800 affordable/attainable units by 2026, the City began developing several community affordable housing developments on its own. The Woodside Park Phase 1 housing project includes four single-family homes and four townhomes, with accessory studio units attached. The total construction cost was \$5,125,380, which included the full restoration of two historic homes. These units will house 18 year-round residents.

On June 20, 2019 ([Staff Report](#)), Council approved pricing for the Woodside Park Phase 1 units, and provided direction to retain one unit, at 1330 Woodside (unit #4), for future miscellaneous municipal employee needs.

Accordingly, a lottery was held on December 23, 2019, creating a prioritized waitlist. Six units at Woodside Park, Phase 1, are sold, and one unit remains for sale.

Analysis

A qualified buyer has been identified for the last remaining Woodside Park unit. In order to complete the sale, Council must approve the property disposition, per PCMC Code Section 2-3-11, and authorize the City Manager to sell at the following price:

Name	Address	Price	Monthly Dues
Christian Pyros	1333 Park Ave	\$498,000	\$475.25

The applicant meets all the criteria for the City's housing program. The process for selection was a pre-application, followed by a full application reviewed and approved by the City's 3rd Party vendor.

Funding

The City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue for housing projects. Proceeds from the disposition of the property will be returned to the RDA to help fund future affordable and community housing projects.

Exhibits

A DRAFT Real-Estate Purchase Contract & Addendum

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 13 day of October, 2020, ("Offer Reference Date") CHRISTIAN PYROS ("Buyer") offers to purchase from PARK CITY MUNICIPAL CORPORATION and REDEVELOPMENT AGENCY OF PARK CITY, UTAH ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$1,000.00 the form of cash or check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Escrow Agent, PARK CITY TITLE, the Escrow Agent shall have four (4) calendar days in which to deposit the Earnest Money into the Escrow Account.

OFFER TO PURCHASE

1. PROPERTY: 1333 Park Avenue

City of Park City, County of Summit, State of Utah, Zip 84060 Tax ID No. WSPSCONDO-I-1 (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): ☒ washer ☒ dryer ☒ refrigerator ☒ microwave oven ☒ 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 \$498,000.00. 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>\$1,000.00</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
<u>\$N/A</u>	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
<u>\$ 250,000.00</u>	(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.
<u>\$</u>	(d) Seller Financing (see attached Seller Financing Addendum)
<u>\$ 242,000.00</u>	(e) Balance of Purchase Price in Cash at Settlement
<u>\$ 498,000.00</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 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

Page 1 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

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: [X] 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: [X] 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) N/A. 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): _____.

Seller's Brokerage N/A, represents [] Seller [] both Buyer and Seller as Limited Agent;

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) N/A, represent(s) [] Buyer [] both Buyer and Seller as Limited Agent(s);

Buyer's Agent(s) Utah Real Estate License Number(s): _____.

Buyer's Brokerage N/A, represents [] Buyer [] both Buyer and Seller as a Limited Agent.

Buyer's Brokerage Utah Real Estate License Number: _____.

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.

Page 2 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

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

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 \$ N/A 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 \$ N/A. 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 ☐ FHA/VA Loan Addendum ☐ Other (specify) Deed Restrictions, City Council approval of sale in an open and public meeting, HOA reserve fund, Declaration of Covenants, Conditions and Restrictions.

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

Page 4 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

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

16. DEFAULT.

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

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

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration 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** _____ **Date** _____ **Seller's Initials** _____ **Date** _____

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 October 23, 2020 (Date)
- (b) Due Diligence Deadline October 30, 2020 (Date)
- (c) Financing & Appraisal Deadline December 4, 2020 (Date)
- (d) Settlement Deadline December 10, 2020 (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 October 15, 2020 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

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

ACCEPTANCE/COUNTEROFFER/REJECTION

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

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

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

Page 1 of 1

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of October 13, 2020, including all prior addenda and counteroffers, between **CHRISTIAN PYROS** as Buyer, and **PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and the Redevelopment Agency of Park City** as Seller, regarding the Property located at 1333 Park Avenue Park City, UT. 84060. The following terms are hereby incorporated as part of the REPC:

1. **Deed Restricted Property:** Buyer's approval of Deed Restrictions on the property is a due diligence item under Section 8.1 (a). The Deed Restriction, which is recorded against the property, limits future sales price, how the unit can be occupied, and to whom the unit may be sold.
2. **City Council Approval:** Sale of this property is conditioned upon approval of the sale by the Park City Council on October 29, 2020 in an open and public meeting.
3. **HOA Reserve Funds:** Seller will provide funding to the Woodside Park, Phase I Homeowners Association in the amount of \$1,425.75, which is equal to three (3) monthly installments, as determined in accordance with the Condominium Declaration, to an "Association Replacement Reserve Account". Such payment is in addition to the regular monthly operating dues of \$475.25 for common expenses payable by the owner of each Woodside Park, Phase I unit pursuant to the Condominium Declaration.
4. **Façade Easement:** Buyer acknowledges that a façade easement, placed on the historic facades within The Woodside Park, Phase I project, is to be recorded against the property prior to Closing.

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 October 15, 2020 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

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

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

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

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

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

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.