PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
September 25, 2014

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, September 25, 2014.

Closed Session
3:15pm To discuss Property, Personnel and Litigation

Work Session
4:50pm Council Questions and Comments and Manager's Report PG 3
5:00pm Commercial Property Assessed Clean Energy (C-PACE) discussion PG 33
5:30pm Affordable Housing Criminal Ordinance discussion PG 40
5:55pm Break

Regular Meeting
6:00 pm

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III. PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

IV. CONSIDERATION OF THE AUGUST 5, 2014 MID-YEAR RETREAT MINUTES PG 47

V. NEW BUSINESS

1. 2013 Historic Preservation Award to the residential structure at 929 Park Avenue as well as Talisker on Main (515 Main Street) for their Excellence in Restoration PG 53

2. Consideration of the Ice Arena's Advertising and Sponsorship Sales Agreement with Senske, LLC. in a form approved by the City Attorney PG 55

3. Consideration of an Ordinance adopting the Affordable Housing Fraud Ordinance in a form approved by the City Attorney. PG 80
   (a) Public Hearing
   (b) Action

4. Consideration of an Ordinance amending Title 11, Chapter 13 – Impact Fees of the Park City Municipal Corporation Municipal Code, and adopt the 2014 Water Impact Fee Facilities Plan, and the 2014 Water Impact Fee Analysis in a form approved by the City Attorney
   (a) Public Hearing PG 88
   (b) Action

5. Consideration of an Ordinance amending Chapters 3, 4, 7, 8, and 9 of Title 11 "Buildings and Building Regulations" of the Municipal Code of Park City, Utah. Specifically, the proposed changes would amend references to the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, National Electrical Code, and the International Fire Code to reflect the editions adopted by the State of Utah in a form approved by the City Attorney. PG 192
   (a) Public Hearing
   (b) Action

6. Consideration of the Amended and Restated Grant of Easement for 333 Main Street in a form approved by the City Attorney. PG 203

VI. 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 p.m. to 9 p.m. Posted: 09/22/2014 See: www.parkcity.org

To: **Honorable Mayor/Members of City Council**

From: **City Manager’s Office**

MANAGER’S REPORT – September 25, 2014

Submitted by Matt Abbott, Environmental Project Manager

Overview

On July 25th, 2013 Park City Council passed Resolution No. 16-13 “Reusable Bags Resolution for Park City, Utah.” During Work Session, staff agreed to track quarterly performance metrics and to provide Council with biannual reports. This Managers Report is the second of three such reports.

On August 1st, 2013 Park City Municipal Corporation (PCMC) entered a short-term agreement with Park City Conservation Association, DBA Recycle Utah. Under this agreement, Recycle Utah agreed to design, produce, and distribute a reusable bag and provide quarterly data to PCMC. PCMC provided a one-time distribution of $6,000 for these services.

Progress to Date

Recycle Utah completed bag design and procurement in October 2013. Since this time, Recycle Utah has distributed approximately 3,515 of the 7,500 bags that they purchased; 915 since the March 2014 Manager’s Report. Recycle Utah is charging $5.00 per bag to achieve cost recovery and bags are currently for sale at the Kimball Art Center, Wasatch Bagel, and The Market. Recycle Utah has tabled a total of 47 events.

Local grocery stores have been cooperative in providing PCMC with the following baseline metrics:

	2013: Q3 & Q4	**2014: Q1 & Q2**
Bag Credits	31,250	28,989
Reusable Bags Sold	1,200	2,599
Donated Reusable Bags	150	0
Plastic Bags Distributed	440,000	456,690
Paper Bags Distributed	9,250	8,626

Staff will be tracking these metrics for changes but does not expect meaningful results until early 2015.

Moving Forward

Staff will provide Council with a similar update in February 2015. Staff anticipates returning to Council Work Session with Staff Report in April 2015, which coincides with the Resolution’s review date.

To: Diane Foster
From: Craig Sanchez
Re: Managers Report
Topic: Construction Update
Date: September 25, 2014

Main Street Streetscape

September 2nd – November 15th

- Construct Bear Bench pass through

September 22nd – October 24th

- Install storm drain West side 4th St. to bulb out north of TMI

Milestones:

- Main Street sidewalks completed: 4th to Heber East side, 5th to Heber West side

For further information please contact Craig Sanchez csanchez@parkcity.org 435-615-5206

Water Projects

Single Jack Water Line Replacement

- Pipe work is complete, asphalt replace to follow
- Staff coordinating with impacted residents

Top of Main PRV Replacement

- Work Completed

Estates Drive Water Line Replacement

- Main line complete in residential area
- Supply lines are installed to residences, still on temporary lines while crew investigates small leak in new line. Projected to be complete by 9/26.
- Complete main line to Park Meadows golf maintenance building

Judge Pipeline Project

Golf Course

- Pipeline work is complete in this area.
- Work will resume mid -October to continue piping to Spiro Treatment Plant

Ski Slope

- Work to install the pipeline along the ski slope is underway now.

Norfolk Ave.

9/11/14 UPDATE

Below is updated information about the specific activities scheduled to take place over the coming week.

PHASE 1 (ski slope to 8th) closures

- Work has been underway in this area for the past week and will continue into next week. Residents are asked to please park on adjacent streets and walk to their homes during this time. *(see additional details about full closures below the map)*

8th and Norfolk Ave. Intersection Closure - STARTING TOMORROW 9/12

- Tomorrow morning 9/12, the intersection of Crescent Tram (8th) and Norfolk will be fully closed to accommodate construction equipment in the area. On Friday, residents between 8th and 9th will still be able to access via 10th Ave. The intersection will reopen for the weekend.
- On Monday (9/15) and Tuesday (9/16) of next week the intersection will again be fully closed while the pipeline is installed through the intersection. Due to the additional work described below, residents will not have access on these dates as the area will be fully closed.

PHASE 2 (8th - 9th) closures

- Beginning Monday (9/15) Norfolk Ave. between 8th and 9th will be fully closed.
- No street parking will be allowed during this work.

Due to the very narrow street, driveway access will also need to be restricted during this work. Residents are asked to please park on adjacent streets and walk to their homes during this time

King Rd. to Woodside Tank

- Pipeline installation is underway in this area.

For further information on the Judge Pipeline Project please contact Siobhan Locke at pipeline@parkcity.org or 435-565-0109

Library Project

- Demolition substantially complete.
- Structural upgrades to historic building and roofing complete.
- Foundations for new addition are complete.
- Erecting steel for new addition.
- Duct work and plumbing ongoing.
- Masonry walls at elevator and stairway.

- Interior framing on 1st and second floor ongoing.

For further information contact Matt Twombly mtwombly@parkcity.org 435-615-5177

Poison Creek Pathway
City Park Improvements: Funded through City Park CIP

- Two picnic pavilions and landscaping and seating near the basketball court.
- The hiking trail along the stream is also receiving its woodchip base and will be ready for use by Oct. 1

For further information contact Heinrich Deters hdeters@parkcity.org 435-615-5205

ROYAL STREET RETAINING WALL

Crews are placing a new pipe across Royal Street. This new pipe will be in place by tomorrow, Sept 18th and crews will need to place asphalt to cover the trench on Friday. The asphalt placement is weather dependent and the pavement needs to be at a specific temperature before the crews are able to start the paving process. The temperature also helps with the curing of the asphalt so the closure times are approximate. Please use Marsac Ave as an alternate.

Construction activities along the lower section of Royal Street
Over the next few weeks flagging operations will be in place along the lower section of Royal Street while crews continue building the rock walls. Minimal delays are expected.

Construction activities near the New Retaining Wall
Signals are still in place but are turned off when crews are not working in the area. The signals will be turned on at times over the next few weeks when crews finish asphalt patching, placing guardrail, and overlaying the asphalt. The last item of work in this area will be the overlay of asphalt which is anticipated the last week in September / first week in October.

Project Completion Date
The project is on schedule and is expected to be complete early October.

PLEASE PAY ATTENTION TO THE FLAGGERS AND TRAFFIC SIGNAL IN THE AREA.

All work is weather dependent.

FOR MORE INFORMATION, PLEASE CONTACT:
Public Involvement Coordinator
Kim Clark – kim@v-i-a-consulting.com
(801) 860-7354

Private Construction Projects

692 and 632 Main (Silver Queen)

- 692 minimal progress – CO for Assembly use during Sundance
- 632 minimal progress – CO for Assembly use during Sundance

333 Main

- Sidewalk open by Thanksgiving, will need some morning closures for deliveries
- Import soil for fill on Park Ave
- Install storm drain – Main Street

820 Park Ave

- Foundation work has begun

205 Main Street

- Begin construction fall.

520 Park Ave

- Building permit issued – work has begun

566 and 572 Park Ave

- In plan check right now

Claimjumper

- Installation of new windows
- Permit for 2 residential units on Park Ave

April Inn

- Converting 12 units to 3 units – Phase 1
- Working on commercial space – Boardwalk will be set up on sidewalk
- 3 units of residential on back of property, parking below – Phase 2

For further information please contact Craig Sanchez csanchez@parkcity.org 435-615-5206

September 25, 2014

TO: Diane Foster, City Manager

FROM: Brooks T. Robinson, Senior Transportation Planner

SUBJECT: Manager’s Report – UDOT Speed Study

At the July 31st, 2014, Council meeting discussion on Transportation issues, members of the Council asked about highway speed limits on SR 224. In particular Council communicated concern that there was not a consistent speed limit along the corridor and this may be confusing to motorists. Staff committed to contact UDOT to discuss Council concerns.

UDOT Region II Engineer indicated to City staff that UDOT had just completed a speed study on SR-224 in January of 2014 and had determined (consistent with UDOT policy regarding speed limits) that the speed limits in place are appropriate. UDOT indicated they had placed additional speed limit signage on the corridor.

UDOT reviewed the speed study with City staff and a summary of findings is contained below:

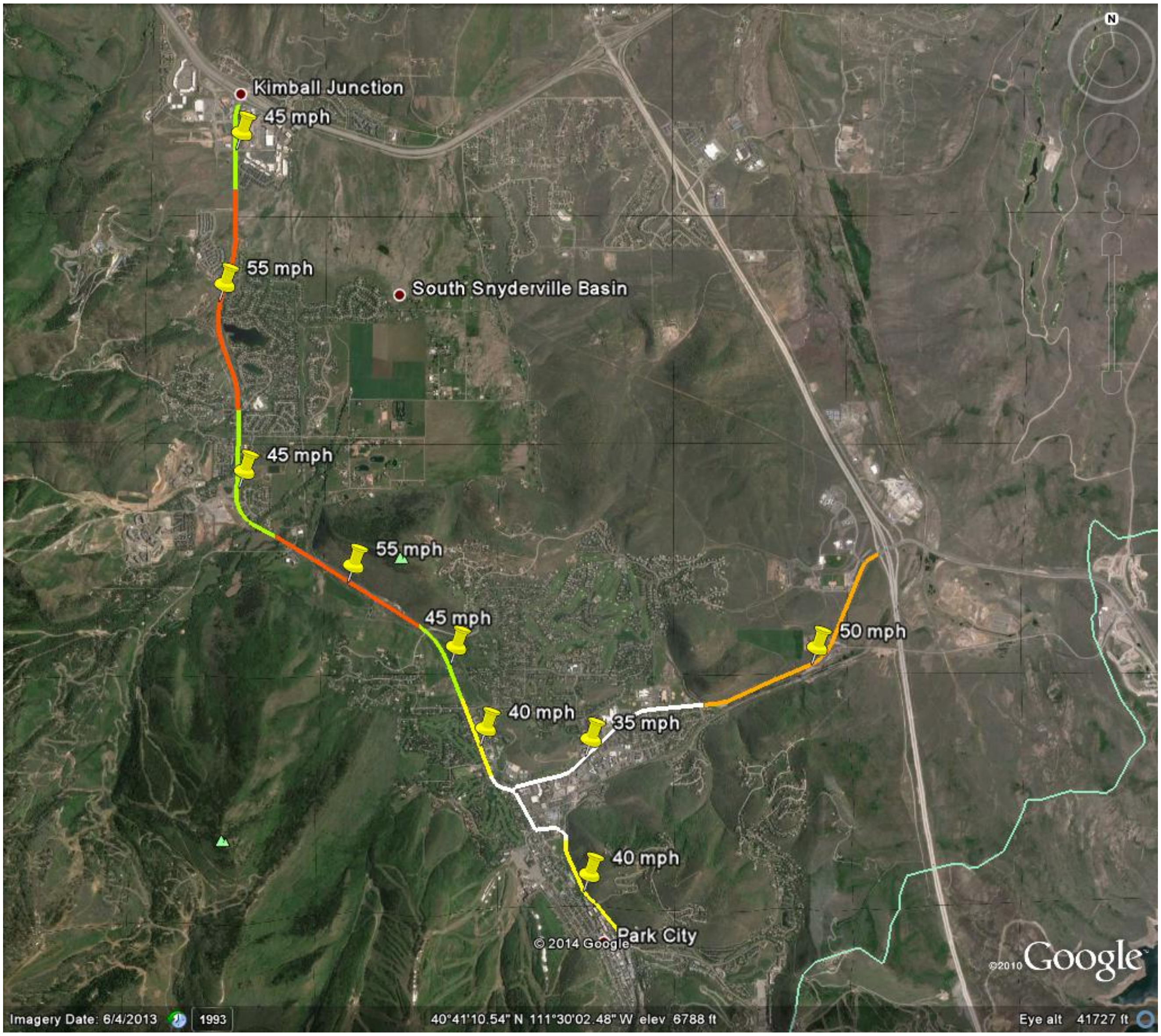
“Study Findings

The Division of Traffic and Safety has studied the subject route to determine 85th percentile speeds. UDOT Region 2 requested this study as a response to citizen input, and to determine the appropriate speed limits for the entire route, per the UDOT policy for establishment of speed limits (UDOT Policy 06C-25). Based upon the 85th percentile speeds, roadway configuration, and roadside development, the posted speed limits are appropriate along the majority of SR-224. According to the reported speed data, it would be appropriate to increase the posted speed limits along the beginning section of this route (near Deer Valley Resort) to match the existing 85th percentile speeds. Roadway segments identified for a potential increase in speed limit are from MP 0 to MP 1.180 (increase to 20 MPH), from MP 1.180 to MP 2.881 (increase to 30 or 35 MPH), and between MP 4.140 to MP 5.344 (increase to 30 or 35 MPH).

Because of the existing horizontal and vertical curves, an advisory speed study should be conducted for the beginning section of SR-224 before

> adjusting the speed limit. Ball bank data is needed for all curves between MP 0 to at least MP 4.140 to determine appropriate advisory speeds to compliment the proposed increase to the posted speed limits.”

UDOT further advised the City that based on further study the speed limits in Empire Pass down to the roundabout at Deer Valley Drive (milepost 0 to 4.8) would not be increased. Below is a Google map showing the speed limits from the roundabout to Kimball Junction and includes SR 248 as well.



After discussing the existing speed limits with the Region II engineer Staff is confident the posted limits are reasonable, based upon widely accepted transportation management methodologies and are consistent with UDOT policy.

A brochure is attached to this report that contains information on the policy, methodology and process UDOT utilizes to determine speed limits on State roads.

Other UDOT Traffic Information Brochures:

- School Zone Safety
- Traffic Signals
- Left Turn Traffic Signals
- Pedestrian Signals
- Work Zone Safety

For More Information:

Please contact a UDOT Region Traffic Engineer located in your area of the State:

Northern Utah	(801) 620-1600
Salt Lake County	(801) 975-4900
Utah County	(801) 227-8000
Southern Utah	(435) 893-4799

Or visit the UDOT website at
http://www.udot.utah.gov

How is a speed study requested?

A written request must be made to the UDOT Region Traffic Engineer in your part of the State. You may obtain the appropriate name and address by contacting the local UDOT region office at the numbers listed in this brochure.

Speed-Related Safety Tips

- Higher speeds require increased separation to the car in front of you;
- Be sure to reduce your speed according to roadway and weather conditions;
- Be aware of speed reductions in work zones;
- Be aware of posted advisory speeds in areas such as curves.

Utah Department of Transportation
Division of Traffic and Safety
4501 South 2700 West
Salt Lake City, Utah 84114-3200

Rev. June 2005

SPEED LIMITS

Division of Traffic and Safety

Speed Limits

The Utah Department of Transportation (UDOT) has prepared this Traffic Information Brochure to educate concerned citizens interested in learning more about speed limits.

The setting of speed limits on Utah's highways and streets is often a controversial and emotional issue. Many citizens believe that lowering speed limits will improve traffic safety on their street or in their community. On the other hand, speed limits that are unrealistic are often disregarded by a majority of motorists who are normally careful and law-abiding drivers.

This brochure describes Utah's laws that apply to speed limits on our highways and the procedures for establishing posted speed limits.

What is the law?

All drivers must always obey both the "basic speed law" and the "prima facie" speed limits. Utah's basic speed law (Section 41-6a-601 of the Utah Code) is similar to that throughout the United States and says:

"No person shall drive a vehicle on a highway at a speed which is greater than is reasonable and prudent under the conditions."

In the absence of posted speed limits, Utah state law also sets legal speed limits on different classes of highways, which are called the prima facie speed limits. These speed limits are as follows:

Urban districts:	25 mph
Other highways:	55 mph

State law defines "urban district" as "territory contiguous to and including any street, in which the structures devoted to business, industry, or dwelling houses are situated at intervals of less than 100 feet, for a distance of a quarter of a mile or more."

In the absence of posted speed limits, speeds that are higher than those above are considered prima facie evidence that the driver is traveling at a speed that is "greater than is reasonable and prudent".

At some locations, UDOT may determine that the prima facie speed for that class of highway is not reasonable or safe for the particular conditions on a section of highway. For example, a 55 MPH speed limit may not be reasonable in a non-urban developed area with homes and driveways.

State law allows UDOT to establish new prima facie speeds for specific locations on state highways, when it is based on an "engineering and traffic investigation." In such cases, the location on the state highway is typically called a "speed zone," and the speed limit is referred to as the "posted" speed limit.

Misconceptions about Speed Limits

The public often asks for lower speed limits in response to highway safety concerns. In many cases, the posting of a lower speed limit on a section of highway is an appropriate measure to alert drivers of a change in road conditions, or of hazards that may not be readily apparent.

However, there are misconceptions that posting a lower speed limit will automatically decrease the speed of traffic, reduce accidents, and increase safety. Setting an unrealistically low speed limit that is not appropriate for road conditions generally has no effect on vehicle speeds or safety. This has been demonstrated in numerous "before and after" research studies of speed limits changes.

The majority of drivers tend to drive a speed that their experience indicates is safe for the road conditions. An unrealistic speed limit may be disregarded and result in disrespect for the law by normally law-abiding drivers.

How are Speed Zones Established?

The procedures for setting speed limits are based on the following traffic law principles:

- The majority of motorists drive in a safe and reasonable manner;
- The normally careful and competent actions of a reasonable person should be considered legal;
- Laws are established for the protection of the public and the regulation of unreasonable behavior of a few individuals;
- Laws cannot be effectively enforced without the consent and voluntary compliance of the majority.

Experience has shown that setting a speed limit at the "85th percentile speed" (the speed not exceeded by 85% of the drivers) generally reflects the behavior of the majority of drivers and results in a safe and reasonable speed limit.

Engineering studies to determine the proper speed limit include a statistical analysis of actual travel speeds and an analysis of the accident history. Other roadway conditions considered include road surface and shoulder conditions, grade, curvature, sight distance, and roadside development.

Manager's Report

To: Diane Foster, City Manager
Author: Matthew Dias, Assistant City Manager
Subject: Summary: ULCT's Annual Conference, Officer Elections, and Resolutions
Date: September 25, 2014

ULCT's Annual Conference:

The ULCT's Annual Conference was held September 10-12 in Salt Lake City. Mayor Thomas represented the City's elected officials at the Legislative Policy Council (LPC) meeting on Tuesday afternoon and Council Member Simpson at the conference itself from Wednesday through Friday. Staff also provided a presentation on Park City's Transit operations, in addition to attending various workshops and speakers.

The next ULCT conference, the mid-year held in St. George, is tentatively scheduled for April 8 – 10, 2015. Staff will inform Council of the actual dates when they become available.

ULCT's Resolutions and Business Meeting:

The annual Business Session occurred Friday, September 12, whereby membership considered and voted on various resolutions. Though the resolutions were reviewed by Staff and the Mayor late on Tuesday afternoon during the LPC meeting, they were not made available prior to that meeting and, thus, prevented an opportunity for Council to review and provide guidance.

The full list of proposed resolutions is attached. None of the resolutions were very contentious, yet only resolutions 001, 002, 003, 006, and 008, and 009 were passed. The other items were tabled or continued for future discussion. The most notable were the comprehensive Transportation Resolution (002) and the Sales Tax Resolution (008). Both resolutions were approved nearly unanimously, and staff anticipates that these two issues will be amongst the key policy discussions taking place during the upcoming legislative session.

In addition, the ULCT's recently announced the departure of longtime Director of Legislative Affairs, Lincoln Shurtz. Cameron Deihl, Policy Analyst, will step into the Director's role and help lead efforts along with Ken Bullock and other senior ULCT's staff. City staff does not anticipate a negative impact as a result.

ULCT's Officer Elections:

Council Member Beerman retained his important position on the ULCT's Board of Directors. This seat is significant for Park City's standing and reputation with other cities/towns across the State, members of the Legislature, and ULCT leadership and staff.

Exhibit A –ULCT's Business Meeting Agenda & Proposed Resolutions

ULCT Business Session 2014

Salt Lake Sheraton
September 12, 2014 8:00 AM
Conducting: Mayor John Curtis, Provo, ULCT 1st Vice President

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1. Welcome and Reports – Mayor John Curtis & ULCT Staff

2. Credentials Report – Mayor John Curtis

3. Constitutional Amendments – David Church

4. Resolutions

- Resolution 2014-003, Appeal Security
  - Tooele City Council Member Steve Pruden and City Attorney Roger Baker
- Resolution 2014-006, Fireworks
  - Vernal City Mayor Sonja Norton
- Resolution 2014-008, Marketplace/Sales Tax
  - Holladay Council Member Lynn Pace
- Resolution 2010-009, New Growth
  - Salt Lake City Council Member Kyle LaMalfa
- Resolution 2014-010, Consolidated Dispatch
  - Bountiful City Manager Gary Hill
- Resolution 2014-001, Impairment Protection for Existing Water Rights
  - Ogden City Attorney Mark Stratford
- Resolution 2014-002, Comprehensive Transportation Funding
  - Ken Bullock and Cameron Diehl

5. Nominations Committee Report – Council Member Lynn Pace, Holladay, ULCT 2nd Vice President

MEMO

To the Board of the Utah League of Cities and Towns

From: David L. Church

Subject: Amendment to the League's Constitution and Bylaws

The issue of board members serving more than two consecutive terms was raised at the last board meeting. It was suggested that we look at an amendment to the League's constitution that would allow for this.

The constitution can be amended by a vote of the members held either at the convention or through vote by mail. Either way the proposed amendment must first be presented to the Board. The vote required to amend the constitution is "two-thirds vote of the member municipalities participating in the voting process…."

The League Board has the authority to adopt and amend bylaws not inconsistent with the constitution of the League. There has been some confusion about the makeup of the nominations committee. The committee is required by the constitution but the makeup of the committee is in the bylaws. The proposed amendment coordinates the population requirement in the bylaw with the existing classifications of Utah Cities found in the state code.

Attached are a proposed amendment to the constitution and a proposed amendment to the bylaws. They proposed changes are shown in the redline. These are given to you only as suggestions and a starting point. They may be adopted as written or improved by the Board's input and editing.

ARTICLE IV
DIRECTORS AND OFFICERS

Section 1. **DIRECTORS AND OFFICERS** The League shall be governed by a Board of Directors (hereinafter "Board"), consisting of four officers and 12 directors. They shall be elected officials of a municipality which is a member in good standing of the League. They shall serve for a term of two years commencing on election at the Annual Convention and continuing until the election and qualification of their successors at the Annual Convention. The terms of the directors shall be staggered so that approximately half of the directors are elected annually.

Section 2. **METHOD OF SELECTION** At least three months prior to the Annual Convention of the League, the Executive Director shall mail notices to all member municipalities stating which offices are to be filled by election at the Annual Convention and inviting the municipalities to recommend the names of elected municipal officials to fill the vacancies. The notice shall state the date by which the recommendations shall be received and the name of the person and address to which the recommendations are to be mailed. The notice shall also include a statement of the qualifications a person shall have to serve on the Board. Where there is a county-council of mayors or a multi-county council of mayors, such council may recommend the names of those persons to be considered by the Nominations Committee. All recommendations by municipalities, county and multi-county councils of mayors shall be received by the League's Nominations Committee at least one month prior to the Annual Convention.

Section 3. **REPRESENTATION** The officers and directors shall be elected so that there is at least one representative from each of the following areas:

Area 1. Cache, Box Elder and Rich Counties
Area 2. Davis, Weber and Morgan Counties
Area 3. Salt Lake and Tooele Counties
Area 4. Summit, Wasatch and Utah Counties
Area 5. Daggett, Uintah and Duchesne Counties
Area 6. Juab, Sevier, Sanpete, Wayne, Piute and Millard Counties
Area 7. Washington, Beaver, Iron, Kane and Garfield Counties
Area 8. Grand, San Juan, Emery and Carbon Counties

At least one town shall be represented on the Board and a majority of the Board shall be from cities which, when their residents are totaled, are approximately equal to 50% of the total number of residents of the State living in member municipalities according to the most recent population figures generally accepted by the League for its administrative purpose

Section 4. **OFFICERS** The officers of the League shall consist of a President, First Vice President, Second Vice President elected for terms of one year, and the Immediate Past President. The First Vice President shall succeed to the office of President and the Second Vice President to the office of First Vice President unless, by two-thirds vote of the members at the Annual

Convention, they are removed from office. Except for the Immediate Past president, all officers shall be elected officials of a municipality holding membership in the League. The Immediate Past President serves as a member of the Board unless he is no longer an elected official, in which case he serves in an honorary capacity without vote..

Section 5. **EXECUTIVE COMMITTEE** There shall be an Executive Committee consisting of the officers of the League. It shall have power to perform the functions and duties of the Board during the interim between meetings, subject to the ratification of the Board.

Section 6. **TERMINATION OF OFFICE** The office of any officer or director of this organization shall become vacant when such officer or director no longer is an elected official of a municipality.

Section 7. **VACANCY** In the event of a vacancy on the Board, it shall appoint a member to fill the vacancy until the next Convention of the League when such position shall be filled by election of the members of the League for the unexpired term.

Section 8. **QUORUM AND NOTICE** Eight members of the Board shall constitute a quorum. Business may be transacted at a meeting only when notice of the meeting has been timely given to all members of the Board.

Section 9. **COMPENSATION** The Board members shall not receive compensation for their services.

Section 10. **DUTIES** The President shall preside at all business meetings of the League. He shall perform the duties normally performed by the President of organizations of this type and such other duties as the Board shall prescribe. The Vice Presidents shall, in their order, perform the duties of the President in case of the absence or ability of the President.

Section 11. **EMPLOYEES** The Board shall appoint an Executive Director who shall manage and direct the affairs of the League subject to the approval of the Board. The Board may appoint a Secretary-Treasurer who shall assume the responsibility of collecting prescribed dues and fees. A bond acceptable to the Board for not less than $5,000 shall be provided by the League. The Board may employ such persons it deems necessary. They are not required to be members of the League. They shall perform the duties and receive the compensation authorized by the Board.

Section 12. **BYLAWS** The Board of Directors may adopt Bylaws not inconsistent with this Constitution for the governance of the League.

SECTION I NOMINATIONS COMMITTEE AND ITS PERFORMANCE

1. The Nominations Committee shall be comprised of 11 members and a chairperson. The membership of the Nominations Committee shall be appointed with consideration for geographic representation and further consideration for distribution on the basis of population among the member cities and towns on the following basis:
   One member from a Town;
   Two members from Cities of the Fifth Class;
   Two members from Cities of the Fourth Class;
   Two members from Cities of the Third Class;
   Two members from Cities of the Second Class; and
   Two members from Cities of the First Class.

2. No person selected to serve on the Nominations Committee shall be a candidate for the position of Second Vice President nor be a candidate for election to a position on the Board of Directors of the Utah League of Cities and Towns.

3. The President of the Utah League of Cities and Towns shall appoint the committee members with approval of the Executive Committee. The Vice Chairman of the Nominations Committee shall be appointed from among the 11 members selected to serve on the Nominations Committee.

4. The Chairman of the Nominations Committee shall be the Second Vice President of the Utah League of Cities and Towns. The Chairman of the Nominations Committee is a nonvoting member.

5. Elected officials chosen to serve on the Nominations Committee shall be selected from a list of persons prepared for the League President by the Executive Director. It shall be prepared from names of persons recommended to serve on the committee by members of governing bodies of member municipalities in good standing, member of the Board of Directors and Officers, and recommendations of the Utah League of Cities and Towns' staff. These names shall be submitted to the League's office prior to the closing date set by the Board of Directors.

6. The appointment of persons to serve on the Nominations Committee shall be made in June.

7. The first meeting of the Nominations Committee shall be held in August at time and place selected by the chairman of the committee.

8. To encourage widespread interest in participating on the Nominations Committee and in the nomination of persons to serve on the Board of Directors of the Utah League of Cities and Towns as Second Vice President, the Executive Director shall communicate with the Mayor of each municipality in good standing for the purpose of announcing the formation of the Nominations Committee and requesting that they submit nominations for membership on the

committee to the League's' offices no later than the end of June. The executive Director shall request that the Mayors submit the names of the persons being nominated to serve on the Board of Directors or as Vice President no later than the end of August. Nominations of persons to serve on the Board of Directors or as Second Vice President received after this date will not receive consideration for placement before the membership by the Nominations Committee.

9. The Nominations Committee shall meet in an appropriate place no later than noon of the day preceding the opening of the League's Annual Convention for the purpose of final consideration of the nominations to be placed before the League's membership during the Business Session.

RESOLUTION 2014—003

(A) Resolution Title/Subject

Title: A Resolution of the Utah League of Cities and Towns Supporting a Bill to Amend Utah Code §78B-5-805 and Rule 62(e) of the Utah Rules of Civil Procedure.

Subject: In 2013, Utah Code §78B-5-805 & Rule 62(e) of the Utah Rules of Civil Procedure were amended to require Utah municipalities to post security for all judgment amounts in excess of $5 million as a condition of obtaining a stay of judgment during the appeal of that judgment (hereinafter "appeal security").

(B) We, the members of the Utah League of Cities & Towns find:

1. Utah municipalities should enjoy the same legal rights to appeal currently enjoyed by the State of Utah and its agencies, counties, school districts, special districts, local districts, and other Utah governmental entities.
2. Private litigants that obtain a judgment against a Utah municipality are not advantaged by a municipality posting an appeal security and are not disadvantaged by a municipality not posting an appeal security because of the Utah Governmental Immunity Act requirements for municipalities to pay judgments, the ability of municipalities to raise taxes to pay judgments, and the lack of Utah law enabling municipal bankruptcies, among other things. Also, a municipality cannot abscond, unlike a private litigant.
3. The bond and security markets do not make available traditional securities for the purpose of securing the payment of a judgment by a municipality, short of fully collateralizing the posted security, a proposition that is unaffordable and impractical for municipalities and other governmental entities.
4. Utah law does not allow Utah municipalities to sign a promissory note, to collateralize its assets, or to pledge its properties in order to secure a note or other obligation in order to obtain a convention security, such as, a supersedeas bond. (Tooele City has obtained the written legal opinion of the law firm of Ballard Spahr regarding these matters.)
5. The appeal security requirement conflicts with established Governmental Immunity Act provisions for the payment of judgments. For example, the appeal security requirement requires the posting of security for 100% of judgment amounts exceeding $5 million, while the GIA allows municipalities to pay judgments in installments over 10 years.
6. Utah Code §10-6-116 prohibits Utah municipalities from accumulating fund balances exceeding 25% of its anticipated general fund revenues, which limits a municipality's ability to post an appeal security from its accrued funds, similar to limiting a municipality's ability to pay an entire judgment in one year.
7. Requiring Utah municipalities to post an appeal security is contrary to public policy for many reasons, including the above, and also including the adverse effects the requirement has on fiscal policy, budgeting, fund balances, capital facilities planning, municipal bond ratings, etc.
8. The 2013 amendments have the effect of leveraging Utah municipalities to pay judgments, even incorrect or illegal judgments, because the appeal security is prohibitively expensive, generally unavailable, and arguably illegal, and thus deprives municipalities of their constitutional right to access to the courts in violation of the Utah Constitution's "Open Courts" provision.

9. The 2013 amendments, contrary to “leveling the playing field” in litigation, are punitive in nature toward Utah municipalities.
10. This resolution is necessary to protect the fiscal and legal interests of all Utah municipalities.

(C) Now, therefore, we, the members of the Utah League of Cities & Towns recommend that:

1. Utah Code §78B-5-805 and Rule 62(e) of the Utah Rules of Civil Procedure be amended to reinstate the protection for Utah municipalities enjoyed by the State of Utah and its agencies, counties, school districts, special districts, local districts, and other Utah governmental entities.
2. Utah Code §78B-5-805 and Rule 62(e) of the Utah Rules of Civil Procedure be amended to restore consistency with existing Utah law, including the Governmental Immunity Act.

Tooele City Corporation

City(s), Town(s), and/or Affiliate Group submitting this resolution

Roger Baker, Tooele City Attorney (as the request of the Tooele City Mayor and City Council)

Person preparing form

The ULCT Resolutions Process: Where Legislation Happens

RESOLUTION 2014--006

Preferred ULCT Resolution Format: 2014

(A) Resolution Title/Subject
A Resolution of the Utah League of Cities and Towns regarding the regulation of fireworks:

(B) We, the members of the Utah League of Cities & Towns find:

1. Whereas, due to dry conditions, high temperatures and wins, the danger of fires in the State of Utah during the summer of 2012 was extremely high; and
2. Whereas, at that same time, Governor Herbert called on local governments to enact ordinances which would prohibit the discharge of fireworks during certain times and places; and
3. Whereas, the Utah State Legislature in 2013 amended laws regulating the discharge of fireworks in the State; and
4. Whereas, although State law prohibited cities and towns from adopting ordinances or regulation for the sale and discharge of fireworks that conflict with State regulations, many cities and towns still attempt to enact regulations for the discharge of fireworks the best they know how and in an attempt to decrease fire danger for both wild land and urban interface areas, brush covered areas, mountainous areas, as well as residential and commercial developed areas.
5. Whereas, cities and towns further realize that because current State law regulates how restrictive local governments can be in regulating fireworks, being able to ban the discharge of fireworks as Governor Herbert has requested is still not possible.

(C) Now, therefore, we, the members of the Utah League of Cities & Towns recommend that:

1. Once again, the Utah State Legislature give greater discretion to cities and towns in regulating the discharge of aerial fireworks by amending UCA 11-3-8, which currently prohibits cities and towns from adopting ordinances or regulations that conflict with UCA 53-7-220 through 53-7-225 and 15A-5-202.5, in such a way as to allow individual cities and towns to adopt ordinances or regulations that appropriately address the needs and concerns of each city or town as they deem necessary.

Vernal City.

Vernal City
City(s), Town(s), and/or Affiliate Group submitting this resolution

Ken Bassett
Person preparing form

RESOLUTION 2014 -008

(A) Resolution Title/Subject

Market Place Fairness Act and the Collection and Payment of Local Sales Tax Owed

(B) We, the members of the Utah League of Cities and Towns, find:

1. Whereas, the local option sales tax is an important funding source for local Utah cities and towns. Indeed, for many cities and towns, it is the primary source of revenue; and

2. Whereas, the amount of internet (or remote) purchases over the past few years has increased dramatically; and

3. Whereas, current law requires local merchants with a physical presence in the State ("brick and mortar merchants") to collect and remit sales tax, but does not require internet (or remote) sellers without a physical presence in the State ("internet merchants") to do so; and

4. Whereas, although State law requires individuals who make internet purchases to report the amount of such purchases and to remit the amount of sales tax owed in their annual income tax return, few do so, and there is no effective mechanism for enforcement of nonpayment or collection of the sales tax owed; and

5. Whereas, brick and mortar merchants have complained that this disparity in the collection of sales tax creates an unfair advantage for internet merchants who do not have to charge, collect or remit sales tax; and

6. Whereas, local governments have also complained that this disparity in the collection of sales tax has reduced the amount of sales tax paid, and has made it increasingly difficult to provide essential local services to their citizens; and

7. Whereas, in recognition of this difficulty in the collection of the sales tax owed, the United States Congress is currently considering the passage of the Market Place Fairness Act, which would require internet merchants to collect and remit sales tax in the same manner as currently required by brick and mortar merchants; and

8. Whereas, requiring internet merchants to collect and remit sales tax would not create a new tax obligation, and would not create a new source of revenue to local government, but would merely provide a more effective mechanism for collecting the amount of sales tax that is already owed but is seldom paid; and

9. Whereas, notwithstanding that fact, in the 2013 legislative session, the Utah State Legislature passed SB 58, which created a "Remote Sales Restricted Account," consisting of sales tax funds which would be collected from internet merchants if Congress passes the Market Place Fairness Act. That bill also provides that any sales tax collected from internet merchants should be held in that restricted account and "may be used to lower local sales and use tax rates as the Legislature may provide by statute."

Now, therefore, we the membership of the Utah League of Cities & Towns recommend that:

1. We support passage of the Federal Market Place Fairness Act, and we encourage the members of our Utah Congressional delegation to support that bill.
2. We request and support legislation to amend or repeal SB 58 (2013) to the extent that it attempts to restrict or hold any amount of local sales tax collected.
3. We strongly oppose any attempt to restrict or hold any amount of sales tax owed to local government, and oppose any attempt to lower the current local sales tax rate.
4. We request that League staff take such action as may be necessary or appropriate to implement the positions identified in this resolution.

____Holladay City_______________________________________
City(s), Town(s), and/or Affiliate Group submitting this resolution

____Council Member Lynn Pace_______________________________________
Person preparing form

RESOLUTION 2014—009

(A) Resolution/Title

Resolution 2014 - ______
Regarding Proposed Changes to the Definition of “New Growth” under Utah Law

(B) We, the members of the Utah League of Cities and Towns find:
1. Whereas, the Utah State Auditor recently issued a report identifying problems with the current definition of how “new growth” is calculated for the purposes of determining the certified property tax rate; and

2. Whereas, based upon the State Auditor’s report, the State Revenue and Taxation interim committee of the Utah State Legislature requested that legislative staff prepare a bill to address the issues identified in the Auditor’s report; and

3. Whereas, contrary to common assumptions, the amount of “new growth” that a city may receive under current Utah law is not based solely upon the amount of new development that occurs within a community, but may also be increased or decreased depending upon changes to the value of centrally assessed properties and personal property; and

4. Whereas, the current definition and calculation of “new growth” makes it difficult to predict the amount of “new growth” that will occur, or to explain how the amount of new growth is calculated; and

5. Whereas, the current definition of “new growth” also makes it difficult for taxing entities to predict the amount of additional property tax revenue that they will receive upon the expiration of a redevelopment project area; and

6. Whereas, most communities have not determined whether a change in the definition and calculation of how “new growth” is determined would increase or decrease the amount of property tax they receive; and

7. Whereas, the bill requested by the Revenue and Taxation interim committee will require the League of Cities and Towns to respond to that proposed legislation;

(C) Now, therefore, we the members of the Utah League of Cities & Towns, recommend that:

1. ULCT staff conduct an analysis of the likely consequences that would result from a change in the definition and calculation of “new growth” under Utah law. Staff is specifically requested to assess the likely impact of such a change on Utah cities and towns in terms of:
    (a) anticipated increases or decreases in revenue;
    (b) predictability for purposes of budget preparation and economic development; and
    (c) transparency of taxation and public process.

2. ULCT staff is further requested to share those finding with the League's Legislative Policy Committee so that the League membership can formulate an educated and appropriate position on this proposed legislation.

__Salt Lake City____
City(s), Town(s), and/or Affiliate Group submitting this resolution

__Council Member Kyle LaMalfa____
Person preparing form

RESOLUTION 2014--010

(A) Resolution Title/Subject

2014 Utah League of Cities and Towns Resolution – Dispatch Services

(B) We, the members of the Utah League of Cities & Towns find:

Whereas: Public Safety, including police and fire protection is a core function of municipalities in the state of Utah, and;

Whereas: Dispatching services are an integral part of providing timely and effective public safety response, and;

Whereas: Municipalities should strive to provide the best possible service to taxpayers while searching for methods to minimize costs and promote economies of scale, and;

Whereas: Innovations in technology including computer aided dispatch (CAD), records management, and communications systems have been and will continue to be critical to operations within and between dispatch areas, and;

Whereas: Regional and State-wide efforts are underway to improve communication between dispatch centers and incentivize or otherwise explore the consolidation of CAD systems and/or facilities, and;

Whereas: The municipalities of Utah believe that the goal to provide better communication between dispatch agencies is laudable, but wish to ensure that local demographics, geography and priorities are considered in such discussions.

Now, therefore, we the members of the Utah League of Cities & Towns recommend that:

ULCT staff review State efforts to examine consolidation of dispatch services as follows:

1. Efforts to consolidate dispatch facilities and operations should be driven by best available data and should take into consideration demographics, geography, cost, local decision making. One size or model does not fit all situations.
2. Local government should have final authority to determine the best way to communicate with and deploy its public safety resources.
3. Financial incentives should be available to provide for interoperability, not simply integration, of CAD systems and dispatch centers.
4. Efforts to coordinate communication and CAD systems should promote and encourage innovation by the private sector.

____Bountiful____
City(s), Town(s), and/or Affiliate Group submitting this resolution

___City Manager Gary Hill____
Person preparing form

RESOLUTION 2014—001

(A) LPC Resolution Title/Subject

Encouraging the Utah State Legislature to Support Impairment Protection for Existing Water Rights

(B) We, the Members of the Utah League of Cities and Towns find that:

1. In 2011, the Utah Supreme Court in *Jensen v. Jones* held that the State Engineer lacked statutory authority to consider non-adjudicated forfeiture when determining a change application.

2. Since 2011, the Utah State Legislature and many interested parties, including ULCT, have attempted to address long-standing concerns about the state engineer's statutory authority to adjudicate, the change application procedure, equal and predictable treatment for applicants, state requirements on development timelines compared to state water approval timelines, and the concept of impairment.

3. The Legislature considered but declined to adopt legislation in 2012, 2013, and 2014 on this issue.

4. During the summer of 2014, the General Managers of the Central Utah Water Conservancy District, Jordan Valley Water Conservancy District, Washington County Water Conservancy District, and Weber Basin Water Conservancy District; representatives from the Farm Bureau and the Utah League of Cities and Towns, and the State Engineer met regularly to find consensus on some of these issues.

5. The result of the group's work includes defining quantity impairment, codifying an optional consultation process with the State Engineer's office prior to the filing of a change application, clarifying the roles of the State Engineer and of potentially affected parties in the protest process, and

(C) Now, therefore, we the members of the Utah League of Cities and Towns recommend that:

1. Utah Code §73-3-3 be amended to focus on the change applicant's responsibilities. Specifically, Utah Code §73-3-3 shall define quantity impairment, provide an optional non-binding pre-application consultation between the applicant, and the State Engineer, and clarify that the applicant has the burden of producing evidence sufficient to support a reasonable belief that the change will not cause a specifically identified water right to experience quantity impairment.

2. Quantity impairment would be defined as any impairment of an existing water right resulting from a change application that would deprive another person entitled to the use of water of that person's beneficial use. That deprivation could come in several ways, including diminishing the

quantity of water in the supply source for the person’s water right, changing the timing of availability in that supply source, or enlarging the quantity of water depleted by the proposed nature of use when compared to the current use.

3. Utah Code §73-3-8 be amended to focus on the administrative decision process. Specifically, Utah Code §73-3-8 shall clarify the State Engineer’s decision process and empower the State Engineer to approve a change application for part of a water right or when an applicant mitigates the impairment of another person’s water right. Additionally, under circumstances like those that led to the *Jensen v. Jones* decision, there would be a rebuttable presumption of quantity impairment unless a codified exception exists.

4. Per the proposed changes to Utah Code §73-3-8, the State Engineer would only apply the presumption if a protestant raises a timely protest that identifies the existing right that could be impaired. The State Engineer could provide notice to a representative body of potential protestants but every potential protestant need not be notified. Ultimately, a protestant whose water right may face quantity impairment must file a protest or lose the opportunity to later bring a quantity impairment claim in the administrative process. The changes would not impact a potential protestant’s ability to adjudicate a forfeiture claim.

_ ULCT staff, on behalf of the water subgroup______________

City(s), Town(s), and/or Affiliate Group submitting this resolution

_ ULCT staff____

Person preparing form

RESOLUTION 2014—002

(A) LPC Resolution Title/Subject

Encouraging the State of Utah to Pursue a Comprehensive Transportation Funding Strategy

(B) We, the Members of the Utah League of Cities and Towns find that:

1. Due to declining motor fuel purchases, improving fuel efficiency, and decreasing purchasing power because of inflation, the current use of motor fuel taxes to achieve transportation needs in Utah is outmoded & insufficient. The current motor fuel tax has not been increased since 1997.

2. The 1% local option sales tax is the workhorse for Utah's cities and towns to provide the services that residents expect. The Utah Legislature has the sole authority to adjust the local option sales tax and last increased the 1% local option in 1983 (though the increase was not fully implemented until 1991).

3. Cities and towns are using a greater share of their general funds on traditional transportation related projects—such as road construction, operation, maintenance—because of a rapidly growing population and aging infrastructure which in turn prevents the cities and towns from adequately funding other core governmental services like public safety. Likewise, the state legislature supplements the motor fuel tax with general fund revenue which diverts money from other services.

4. At the same time, citizens are demanding a new paradigm of transportation—including bike lanes, transit, complete streets, trails, and multi-use paths—but cities and towns have insufficient revenue sources to meet the public demand. In fact, the Unified Transportation Plan identifies a local government shortfall of approximately $3 billion in revenue between today and 2040 in order to meet the local transportation needs.

5. Along the Wasatch Front, half of the PM2.5 emissions that degrade air quality come from mobile sources such as motor vehicles. For most Utahns, cleaner air is a top priority issue for the State of Utah because it impacts public health, transportation, natural resources, economic development, and tourism. The traditional transportation infrastructure incentives cars and thus contributes to the air quality problem.

6. In Utah, nearly one in ten adults and an increasing number of children suffer from asthma. 57% of adults are overweight, 22% are obese, and one in ten children is overweight. In addition, one in fourteen Utahns suffer from diabetes and it is the sixth leading cause of death in Utah. The new transportation system will encourage active transportation because of enhanced opportunity, connectivity, and safety, which could result in better personal and public health.

7. Investing in both old and new transportation has a profound economic impact in Utah. For example, if the State of Utah invested an additional $11.3 billion dollars on transportation between now and 2040 per the Unified Transportation Plan, it would save Utah's households and

businesses more than $84.8 billion in expenses, generate 182,618 jobs, and contribute more than $183.6 billion in additional gross domestic product for the State.

8. Residents are demanding a new paradigm of transportation—including bike lanes, transit complete streets, trails, and multi-use paths—but cities and towns are limited to the aforementioned revenue options of the 1% local option and the motor fuel tax which are insufficient to meet the new public expectations.

(C) Now therefore we the members of the Utah League of Cities & Towns recommend that:

1. The Utah State Legislature empower cities and towns with the financial tools to fulfill the new paradigm of transportation that our residents expect; and

2. The staff of the Utah League of Cities and Towns is authorized with the necessary flexibility to pursue all potential funding options to address the new transportation paradigm.

(D) We the members of the Utah League of Cities and Towns recommend that the Utah State Legislature carefully consider the following comprehensive approach:

1. A statewide, local option ¼ cent sales tax dedicated to transportation. This statewide, local option sales tax would provide additional critical transportation infrastructure funding for cities and towns to invest in the new transportation paradigm and reduce the impact of growth or aging transportation infrastructure on municipal general funds.

2. The ¼ cent sales tax for transportation would generate the approximately $3 billion between now and 2040 and could meet the priority needs identified in the Unified Transportation Plan.

3. Clarify and expand the definition for what transportation funds can be used to reflect both the diversity of transportation options in cities and town and the demand from our residents for more active transportation options. Under current state law, B&C revenues via the motor fuel tax may only be spent on B&C roads and on transportation modes within B&C rights of way. The new definition could include transit, sidewalks, trails, bridges, signage, road safety, tunnels, bicycle paths, and other modalities outside of B&C rights of way. Investing in trails, sidewalks, and bike paths will result in Utahns living more active and healthy lifestyles and thus decreasing health care costs and improving quality of life. Investing in transit, trails, and bike paths will also help improve the air quality because it will reduce the quantity of motor vehicles on the roads.

4. Raise the traditional statewide motor fuel tax and include an indexing component so that the motor fuel tax could keep pace with inflation.

____
City(s), Town(s), and/or Affiliate Group submitting this resolution]

____
Person preparing form

City Council
Manager's Report

Subject:	**General Fund Reserves FY 2014**
Author:	**Nate Rockwood, Capital Budget, Debt & Grants Manager**
Department:	**Budget, Debt & Grants**
Date:	**September 25, 2014**

As part of the 2015 budget process, Council and staff discussed the General Fund ending balance (General Fund Reserves). At that time, staff informed Council that revenues were expected to come in above budgeted amounts and that the City would likely reach or come close to reaching the new 25% General Fund reserve limit, recently put in place by the State legislature. (The State Legislature raised the reserve limit for municipalities from 18% to 25% during the 2013 legislative session.)

Based on this information, Council directed staff to approve the Solar Installation project at the MARC at the requested amount of $426,800 for FY 2105. Staff informed Council that it would budget the transfer to capital in FY 2015, which would allow the General Fund ending balance (reserve) to increase for FY 2014 while still providing budget for the solar project in FY 2015. Council and staff wanted to fund the project while still making progress in increasing reserve levels that would be beneficial to the City's bond ratings.

Staff is happy to inform Council that due to strong revenues in FY 2014 and General Fund departmental expenditures coming in at or below budget amounts, the City has reached the targeted 25% reserve level for FY 2014. In addition to reaching the 25% reserve level, the City will transfer an additional $525,000 to the capital fund in FY 2014. These additional funds will sufficiently cover the cost of the approved MARC Solar Project in FY 2015. (In simple terms, the City was able to reach the 25% reserve and fund the MARC Solar Project with revenues collected in FY 2014.) The remaining $98,000 difference in the transfer will be allocated to projects as part of the 2016 budget process and as approved by City Council. Now that the 25% reserve has been met, additional revenues over expenditures at the end of each fiscal year will be transferred to the Capital Fund (Fund 31) to be allocated by Council for projects in the subsequent budget cycle.

City Council
Staff Report

Subject: **Commercial Property Assessed Clean Energy (C-PACE)**
Author: **Matt Abbott**
Department: **Sustainability**
Date: **September 25, 2014**
Type of Item: **Administrative**

Summary Recommendations:

Staff is recommending ongoing participation in Utah Clean Energy's (UCE) C-PACE Advisory Committee. Staff also recommends that Park City participate in the formation of statewide C-PACE program. Staff does not recommend pursuing a pilot C-PACE project.

Topic/Description:

This report summarizes Park City's participation in UCE's C-PACE Advisory Committee, actions taken to date, and recommendations for ongoing participation. Meghan Dutton[1], Program Manager at UCE, will be presenting on C-PACE, slides have been included for reference (Appendix A).

Background:

C-PACE has been enabled in 31 states[2]. The general timeline of C-PACE is:

- 2001 – First C-PACE program enabled and created in Berkeley, CA
- 2010 – Fannie Mae & Freddie Mac begin refusing loans with residential (R-PACE) liens
- February 21, 2013 – Utah SB 221 "Assessment Area Act Amendments" introduced[3]
- March 27, 2013 – Utah SB 221 signed into law, enabling C-PACE in Utah
- March 31, 2014 – Utah Clean Energy convenes the C-PACE Advisory Committee
- August 7, 2013 – C-PACE introduced to Park City Council during a Study Session[4]

City Staff have been actively supporting UCE throughout this process as members of both the C-PACE Advisory Committee and as members of UCE's Clean Energy Business Coalition.

Analysis:

The basic mechanism of C-PACE is a second lien loan to a commercial property holder that is a senior secured obligation. This loan finances energy conservation measures or renewable energy projects and is repaid through commercial property taxes. C-PACE is unique in that it utilizes voluntary assessment districts established by the municipality.

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[1] Meghan Dutton – http://utahcleanenergy.org/about-us/staff/item/165-meghan-dutton
[2] "PACE Financing," *Wikipedia* – http://en.wikipedia.org/wiki/PACE_financing
[3] "SB 221," *Open:States* – http://openstates.org/ut/bills/2013/SB221/
[4] Park City Council Packet: 8/7/2014 – http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=13164

Commercial properties benefit through access to zero money down property improvements, advantageous lending terms, and no additional debt on their books.
There are a number of structures that C-PACE programs may operate in. These structures determine everything from the best financing routes to approved energy upgrades. UCE is in the process of establishing a statewide C-PACE program operated and administrated out of the Utah Office of Energy Development. This process will determine many of the details of our C-PACE program. A state administered program would centralize the administrative burden of a C-PACE program, standardize prerequisites and processes, and simplify the statewide market as it relates to C-PACE. A first step in this process has been to secure a pilot project to demonstrate the feasibility and demand for a C-PACE program. There are at least five potential pilot projects in Utah. Staff estimates that a Utah statewide program should be operational in roughly eight months (June 2015).

Staff does not recommend a Park City C-PACE pilot due to the internal resources required and the size of our commercial property market. Larger cities are better positioned from both a staff perspective and a market perspective to launch a successful C-PACE pilot. Batching projects allow for lower costs, leading to lower interest rates for participants. Staff does recommend ongoing engagement with both UCE and any potential Utah statewide C-PACE programs so our commercial sector has early access to C-PACE financing. Staff will return to Council with a C-PACE update as soon as a Utah statewide program is launched.

Department Review:
Sustainability, Legal, and City Manager reviewed this Staff Report

Alternatives:

A. **Approve:** Continue ongoing participation in Utah Clean Energy's (UCE) C-PACE Advisory Committee. Participate in the formation of statewide C-PACE program. Do not pursue a pilot C-PACE project in Park City.

B. Deny: Do not pursue all recommendations or pursue only some of the recommendations.

C. Modify: Modify all or some of the recommendations.

C. **Continue the Item:** Continue all or some of the topics until staff has provided the appropriate level of detail or support.

Exhibit A – Utah Clean Energy: C – PACE

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Unique and diverse businesses + Internationally recognized & respected brand	+ Managed natural resources balancing ecosystem needs + Reduced municipal, business and community carbon footprints + Enhanced conservation efforts for new and rehabilitated buildings	+ Jobs paying a living wage + Skilled, educated workforce + Primarily locally owned businesses	+ Engaged, capable workforce + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive ↑	Very Positive ↑	Very Positive ↑	Positive

Comments: C-PACE programs offer a lot of promise. Commercial scale energy conservation and renewable energy projects reduce energy spend and increase profits. In addition, these project support regional service providers that employ skilled labor. An effective program would be successful accross the triple bottom line of people, planet, and profit.

Funding Source:

Staff is not requesting any additional funding.

Consequences of not taking the recommended action:

Taking no action will exclude Park City from the statewide C-PACE program, denying local businesses access to C-PACE financing.

Recommendation:

Staff is recommending ongoing participation in Utah Clean Energy's (UCE) C-PACE Advisory Committee. Staff also recommends that Park City participate in the formation of statewide C-PACE program. Staff does not recommend pursuing a pilot C-PACE project.

Attachments:

Exhibit A – Utah Clean Energy: C-PACE PowerPoint presentation

Exhibit A – Utah Clean Energy: C-PACE PowerPoint presentation

UTAH CLEAN ENERGY

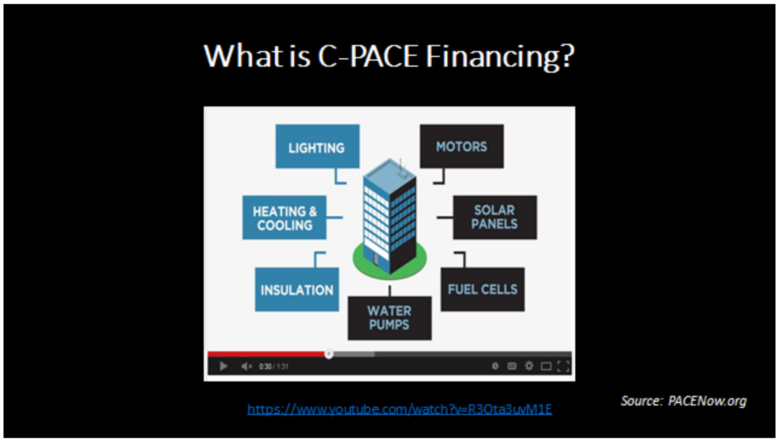
Commercial Property Assessed Clean Energy Financing (C-PACE)

Slide 1

30% of the energy consumed in the average commercial building is **wasted.**

Source: U.S. Department of Energy

Slide 2

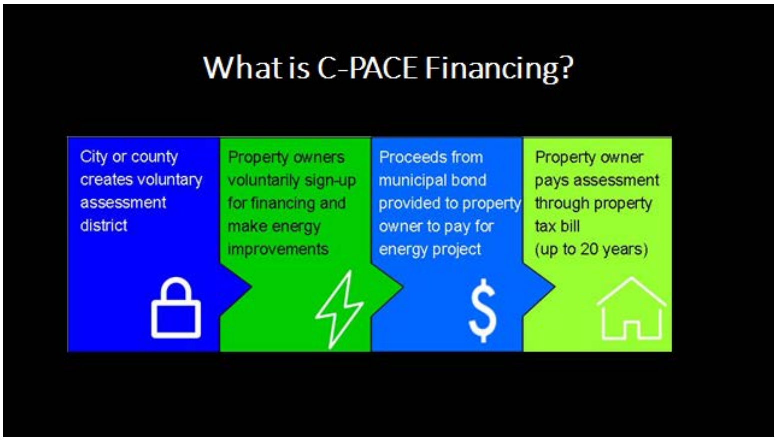


What is C-PACE Financing?

https://www.youtube.com/watch?v=R3Qta3uvM1E

Source: PACENow.org

Slide 3



What is C-PACE Financing?

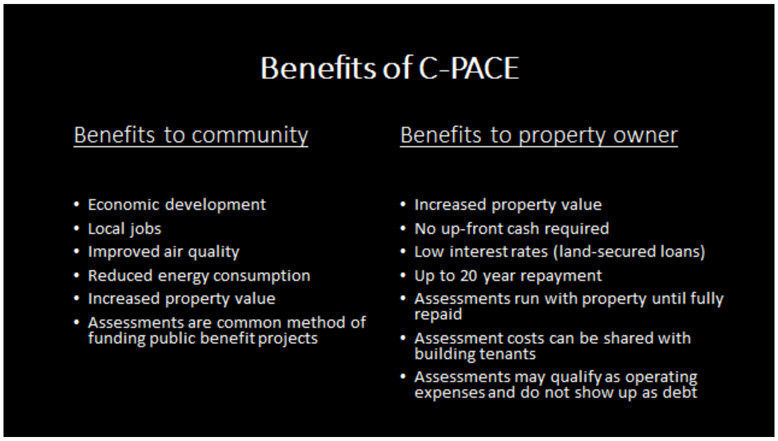
City or county creates voluntary assessment district

Property owners voluntarily sign-up for financing and make energy improvements

Proceeds from municipal bond provided to property owner to pay for energy project

Property owner pays assessment through property tax bill (up to 20 years)

Slide 4



Benefits of C-PACE

Benefits to community

- Economic development
- Local jobs
- Improved air quality
- Reduced energy consumption
- Increased property value
- Assessments are common method of funding public benefit projects

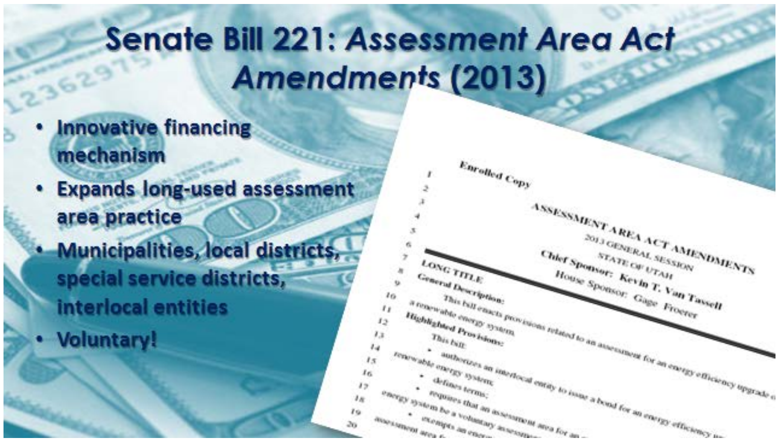
Benefits to property owner

- Increased property value
- No up-front cash required
- Low interest rates (land-secured loans)
- Up to 20 year repayment
- Assessments run with property until fully repaid
- Assessment costs can be shared with building tenants
- Assessments may qualify as operating expenses and do not show up as debt

Slide 5

Common Concerns of Municipalities

Slide 6



Senate Bill 221: *Assessment Area Act Amendments* (2013)

- Innovative financing mechanism
- Expands long-used assessment area practice
- Municipalities, local districts, special service districts, interlocal entities
- Voluntary!

Enrolled Copy

ASSESSMENT AREA ACT AMENDMENTS

2013 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Kevin T. Van Tassell

House Sponsor: Gage Froerer

LONG TITLE

General Description:

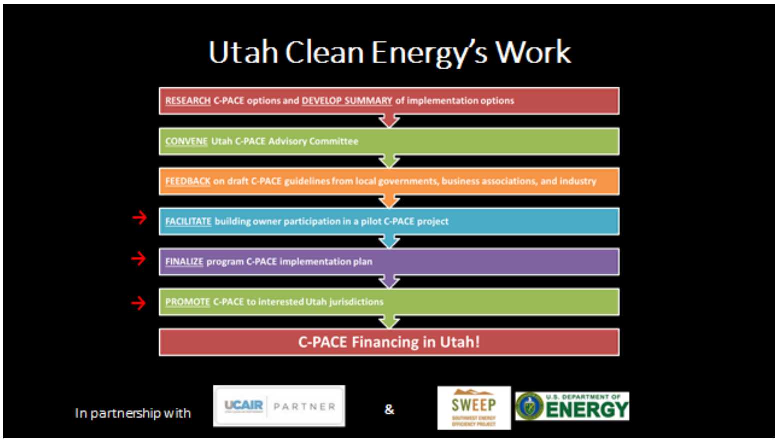
This bill enacts provisions related to an assessment for an energy efficiency upgrade o a renewable energy system.

Highlighted Provisions:

This bill:

- authorizes an interlocal entity to issue a bond for an energy efficiency upgrade o renewable energy system;
- defines terms;
- requires that an assessment area for an energy efficiency u energy system be a voluntary assessment

Slide 7



Utah Clean Energy's Work

RESEARCH C-PACE options and DEVELOP SUMMARY of implementation options

CONVENE Utah C-PACE Advisory Committee

FEEDBACK on draft C-PACE guidelines from local governments, business associations, and industry

→ FACILITATE building owner participation in a pilot C-PACE project

→ FINALIZE program C-PACE implementation plan

→ PROMOTE C-PACE to interested Utah jurisdictions

C-PACE Financing in Utah!

In partnership with UCAIR PARTNER & SWEEP U.S. DEPARTMENT OF ENERGY

Slide 8

Governor's Energy Plan

RECOMMENDATION 4: SUPPORT AND PROMOTE STATEWIDE C-PACE

- Support and promote a statewide commercial C-PACE financing program that helps municipalities create ordinances to allow implementation

Implementation:

- Coordinate programs among jurisdictions to foster statewide uniformity

Slide 9

Thank you!

meghan@utahcleanenergy.org

UTAH
CLEAN
ENERGY

Slide 10

City Council
Staff Report

Subject: **Criminal Ordinance for Affordable Housing Fraud**
Author: **Rhoda Stauffer, Housing Specialist for Sustainability Team**
Departments: **Sustainability**
Date: **September 25, 2014**
Type of Item: **Work Session Discussion**

Summary Recommendations: Staff recommends that City Council review the proposed language, take public comment and discuss the option of adopting a criminal ordinance for Affordable Housing Fraud.

Topic/Description: Affordable Housing

Background:
As the number of deed restricted units increases in Park City's affordable housing program, so have issues evolved with protecting the affordability and viability of the program. In order to ensure that deed restricted affordable housing units are meeting the needs of the target population, that the homes remain viable, in good condition and affordable, changes are needed on multiple levels.

Staff has completed research among towns both larger and smaller than Park City that have similar housing resolutions and/or sections in their municipal code. Based on the research, staff is recommending that all existing tools be amended to enhance the ability to bring civil action for noncompliance. In addition, adoption of a criminal ordinance provides an added layer for curing defaults and bringing noncompliant properties into compliance. Thus, three actions can be taken to strengthen future compliance efforts:

1. Adoption of a criminal ordinance establishing affordable housing fraud as a criminal offense;
2. Amendment of Deed Restriction language to address penalties and actions for units that are out of compliance; and
3. Amendment of the Housing Resolution to indicate the existence of both civil and criminal remedies for units that are out of compliance.

Both Legal and Housing Staff are in agreement that adoption of a criminal ordinance is the first step. In October, staff will return to Council in a work session to address items 2 and 3.

Analysis:

It is just over 20 years since Park City's first Housing Resolution with real teeth was established in 1993. To date, 137 affordable deed-restricted units are in place as a result of the development agreements generated by Housing Resolutions. The City's monitoring and compliance process was established in 2008. To date, there have been a total of five owners in default – .5% of all units. Three have cured their defaults, and two remain out of compliance.

In 2006 Mountainlands Community Housing Trust (MCHT) also built 22 affordable units on Deer Valley Drive which are deed-restricted with MCHT as the beneficiary of the restrictions. Over the years, there have been some issues with owners leasing their units without MCHT's prior approval as is required by the deed restrictions.

As non-compliance due to lack of owner-occupancy has increased over time, so has the need to address this non-compliance through proactively amending deed restrictions. These evolving issues are very similar to a number of other municipalities, however, only two areas have instituted a criminal code – Breckenridge, Colorado and Summit County, Utah – and to date only one case was successfully tried in civil court with the town receiving $25,000 which covered penalties and legal fees. According to the city staff overseeing the Breckenridge program, the criminal code has been a good deterrent and educational tool.

Scott Loomis, Executive Director of Mountainlands Community Housing Trust, played a key role in developing an affordable housing criminal ordinance for Summit County. Though adopted in 2008, no cases have been prosecuted utilizing the new ordinance. However, according to Scott Loomis, offences were reduced significantly after the new criminal ordinance was adopted due to extensive educational campaigns with realtors, lenders and title companies.

Summit County criminal ordinance cannot be enforced within the Park City municipal limits because Summit County only has the authority to enact ordinances that have effect in areas of Summit County that are not included within an incorporated municipality or an organized town. With a city-adopted criminal ordinance in place, Park City Municipal Corporation and Mountainlands Community Housing Trust would be able to call on the Park City Police Department and the Park City Prosecutor to enforce the criminal ordinance.

Housing staff surveyed the members of the Colorado Association of Ski Towns (CAST), conducted on-line research and reviewed the municipal codes of additional towns and finally interviewed a small group of ski towns that have used both criminal and civil remedies to cure defaults. Primary findings from a review of 20 municipalities from Utah, Colorado, Wyoming, Montana, Nevada and Idaho are:

- Two municipalities have housing fraud added to their criminal code;
- Those municipalities that have had issues with compliance primarily utilize civil courses of action; and
- A combination of financial penalties and threat of court action seem to be the most effective in curing defaults.

After an exhaustive review of documents from other municipalities, both legal and housing staff hold the opinion that current deed restrictions need to be amended. Amendments will include definitions as well as descriptions of “Events of Default” and the penalties that will be instituted when defaults are not cured. New tools will also be instituted to reduce the number of issues going forward. Davis, California requires that qualified homebuyers sign the following additional documents when closing on their deed restricted home:

- Declaration of understanding of the deed restrictions on the property;
- Declaration that the buyer owns no other property;
- Declaration that the buyer will occupy the property as an owner-occupant and the unit will be their primary residence; and
- Deed of Trust placed on the property in second place behind the primary mortgage lender.

Documents such as these would make actions to remedy noncompliance much easier. They would also go a long way toward educating qualified homebuyers of the civic and financial value they have received. Finally it would serve to convey the City’s intent that the property remain affordable long-term for future qualified workforce households.

In addition to revised documents and new security tools, staff is recommending that a criminal ordinance be put in place. A criminal ordinance will provide an additional tool for education as well as compliance. Legal and housing staff will have both civil (when the City is a party to the deed restrictions) and criminal means to address defaults. Finally, a criminal ordinance helps to emphasize the seriousness with which the City regards the loss of even one deed restricted home.

Going forward, deed restrictions will include language that mirrors the criminal ordinance. More detail will also be provided regarding circumstances that would allow exceptions – especially to the Owner-Occupancy and Primary Residence requirements. Staff believes that if there were more clarity about consequences and possible exceptions (time-limited), owners would be more likely to bring their ‘change of life’ issues and work with staff to resolve them. For example, if someone were offered a job they could not refuse in another state or foreign country, being allowed to rent their deed restricted home at an affordable rent for up to two years might be an acceptable compromise. Homeowners may be less likely to try and circumvent the deed restrictions if they see reasonable alternatives when making tough decisions.

Council Direction: Council direction and feedback is being sought in regards to criminal vs civil action and whether or not one or both should be strengthened for future compliance efforts. Is Council comfortable with adoption of a criminal ordinance? Would Council prefer strengthening civil tools? Would Council affirm staffs direction in doing both?

Department Review:

This report was reviewed by the Sustainability Department, Assistant City Attorney Tricia S. Lake, and the City Manager**.**

Recommendation: Staff recommends that City Council review the proposed language, take public comment and discuss the option of adopting a criminal ordinance for Affordable Housing Fraud.

Exhibit A: Drafted Criminal Ordinance for Affordable Housing Fraud

Ordinance No.

AN ORDINANCE AMENDING TITLE 8, CHAPTER 3 OF THE MUNICIPAL CODE OF PARK CITY, UTAH TO INCLUDE THE PROHIBITION OF AFFORDABLE HOUSING FRAUD

WHEREAS, there exists, homes, deed restricted for affordability within the city limits of Park City; and

WHEREAS, Park City Municipal Corporation wishes to ensure that the deed restricted affordable housing units are meeting the needs of the target population, the homes remain viable and in good condition and remain affordable for the long term; and

WHEREAS, there have been acts in the past by owners, developers, buyers, sellers, real estate brokers and agents, appraisers, title companies, mortgage brokers and mortgage lenders, seeking to disregard the recorded deed restrictions and to sell, lease or finance said units at market value or rent a unit or not occupy a unit when owner-occupation and/or occupation as a primary residence is required; and

WHEREAS, Park City Municipal Corporation wants to ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers, renters and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH THAT:

<u>Section I.</u> Amendment. Title 8 Criminal Code of the Municipal Code of Park City is hereby amended to include Section 8-3-6, as follows:

8-3-6 AFFORDABLE HOUSING FRAUD

1. <u>Definitions:</u>

    a. AFFIDAVIT OF COMPLIANCE. Form sent annually to owners of property that is deed restricted for affordability requiring signature and notarization establishing compliance with the deed restrictions recorded against said property.

    b. DEED RESTRICTED AFFORDABLE HOUSING UNIT. Any housing unit that has deed restrictions recorded against the unit preserving affordability.

    c. DOMICILE. The place where an individual has a fixed permanent home and principal establishment; to which the individual if absent, intends to return; and in which the individual and his or her family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.

    d. MAXIMUM RESALE VALUE. Maximum Resale Value is based on the resale formula established in the applicable deed restriction.

   e. PRIMARY RESIDENCE. The place where a domicile has been established.

2. <u>Affordable Housing Fraud</u>. A person commits the offense of Affordable Housing Fraud if the person does any of the following with the intent to defraud, mislead, receive unjust enrichment, or otherwise circumvent the proper application of recorded deed restrictions for affordable housing:

   a. Knowingly makes any material misstatement, misrepresentation, or omission during the purchase, sale, mortgage lending process, leasing, or other process involving a deed restricted affordable housing unit, intending that it be relied upon by a buyer, seller, mortgage lender, borrower, renter or any other party;

   b. When dealing with a deed restricted affordable housing unit, knowingly:
      i. Participates in or facilitates any contract or other agreement other than a standard Real Estate Purchase Agreement or other formal real estate contract or agreement for the real property, to sell or purchase improvements to the real property or personal property for a value in excess of the deed restricted maximum resale value;
      ii. Obtains or facilitates financing of a deed restricted affordable housing unit at an amount greater than the deed restricted maximum resale value;
      iii. Closes an escrow or facilitates a transfer of the property without fully complying with all requirements related to a transfer of the property;
      iv. Leases an affordable unit without fully complying with the requirements set forth in the deed restrictions;
      v. Fails to occupy his or her deed restricted affordable housing unit as his or her primary residence; or
      vi. Fails to file or cause to be filed annually a signed and notarized affidavit of compliance, or provides false information on the affidavit of compliance;

   c. Knowingly files or causes to be filed with any county recorder in Utah any document that the person knows contains a material misstatement, misrepresentation, or omission; or

   d. Receives any proceeds or any compensation in connection with a sale, lease or financing of a deed restricted affordable housing unit that the person knows resulted from a violation of this section.

3. <u>Penalty</u>. Any person violating the provisions of this ordinance shall be guilty of a class B misdemeanor. Any person convicted of violating this section is disqualified from further participation in affordable housing programs within the city limits for a period of five (5) years following the date of such conviction; provided, however, this provision shall not be construed or interpreted to impair any existing contract to which the convicted person is a party.

4. <u>Enforcement</u>. The Park City Police Department shall have authority to investigate violations of this section and issue citations.

<u>Section II</u>. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section III. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of Park City Municipal Corporation conflict with the provisions of this ordinance, this ordinance shall prevail.

Section IV. Effective Date. This ordinance shall become effective upon publication.

PASSED AND ADOPTED BY THE Park CITY COUNCIL this ___ day of _______________, 2014.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Jack Thomas

Attest:

____
Marci Heil, City Recorder

Approved as to form:

____
Tricia S. Lake, Assistant City Attorney

PARK CITY COUNCIL MID-YEAR RETREAT DRAFT
SUMMIT COUNTY, UTAH
AUGUST 5, 2014

I. ROLL CALL

Mayor Jack Thomas called the Council Mid-Year Retreat to order on August 5, 2014 at 8:15 a.m. in City Council Chambers, Marsac Municipal Building in Park City, Utah. Members in attendance were: Jack Thomas, Andy Beerman, Tim Henney, Cindy Matsumoto, Dick Peek and Liza Simpson. Staff members in attendance were Diane Foster, City Manager, Mark Harrington, City Attorney; Matt Dias, Assistant City Manager; and Jolene Weston, Organizational Development Manager.

Jolene Weston facilitated a discussion based on the Myers-Briggs Type Indicator (MBTI) assessment to help Council members identify and focus on personal communication, leadership and goal setting styles. They discussed the strengths and challenges of each style and discussed the importance of being able to identify those differences while working successfully as a group.

II. CLOSED SESSION – Personnel, Property and Litigation

III. 2014 City Council Prioritization Review

City Manager Diane Foster facilitated a review of the Top and Second Tier Priorities established during the Annual Retreat in January. Each priority included a discussion on achievements to date; actions *To Come*; and items for future consideration in study or work sessions.

<u>2014 City Council Top Tier Priorities</u>

1. Middle Income, Attainable & Affordable <u>Housing</u>

Achieved
- All issues with Park City Heights resolved / construction commenced
- Demonstration program for energy efficiency rehab of Silver Meadows units owned by city.
- Silver Star units converted from rental to ownership

To Come
- Criminal Ordinance
- Updated housing resolution

Additional for future consideration in work session
- Mortgage Equity Assistance for middle- income buyers

Summit County currently has a criminal ordinance that is not enforced within Park City. Staff has been working with Legal to create a new criminal ordinance for Park City to address enforcement issues, i.e., owner occupancy requirements.

Staff performed an entire energy efficiency evaluation on one of the City-owned townhomes in Silver Meadows to identify costs required to increase efficiency and is currently monitoring savings.

Council suggested labeling projects as “public/private partnerships” rather than naming each specific project, i.e., Park City Heights, Silver Star, Silver Meadows.

1. Increase <u>citizen involvement</u> through outreach /gov’t holistic decision making

Achieved

- Excellent attendance and feedback at multi-project open house
- General plan open houses
- MindMixer utilization
- Outreach by City staff on private & public Main Street construction projects
- “Your Voice Matters” community education session in June
- Community Engagement Study Session
- Community Engagement Liaison for Main Street
- Blue Ribbon Commission on Mayor/Council Compensation

To Come

- Community Futures Dialog (August – October)
- Lower Park Avenue Community Engagement
- Fall Projects Open House
- Implementation of Blue Ribbon Commission recommendations

Additional for future consideration in work session

- Goals of community engagement.

Council members will have an opportunity to become involved in door-to-door surveys about transit in limited areas of Park Meadows. Staff wants to learn how we can improve local ridership.

Implementation of Blue Ribbon Commission recommendation will involve several components: developing a workshop for people interested in running for office; and, researching term limits and campaign financing limits.

Publish outreach on the Mountain Accord will occur this fall and winter.

Group will develop consist messaging aimed at encouraging the community to attend regular City Council meetings at 6:00 p.m. to observe and participate in the government process.

2. <u>Historic Preservation</u>: Main St preservation plan & keep national historic site designations

Achieved

- Planning Department (with Engineering, Building and IT) visited all of the City’s mining-era structures on resort property and documented each (e.g. photos, drawings, measurements, conditions, location coordinates, etc.)
- Initiated National Register of Historic Places process for Carl Winters – formal nomination process to begin upon completion of library construction
- Historic Preservation Plan underway for the McPolin Barn

To Come

- Historic preservation grant program being clarified and new language/application being developed
- Updates to the Historic District Design Guidelines with HPB in Fall

Additional for future consideration in work session

- Staff would like to discuss ideas and methodologies to preserve the Mining Structures
- Cultural/heritage tourism opportunities

Staff expects the Historic Sites Inventory to be completed in November. Ski era structures are currently being reviewed by an intern. Staff has gone through assessments of mining structures and is compiling their reports. Some vegetation has been removed from around the bases of historic tram towers.

2. Lower Park Avenue Redevelopment Plan / Lower Park Ave Master Plan

Achieved

- City Council work session on Lower Park Ave Master Plan (5/15/14)
- Library renovation plan finalized and implementation in process

To Come

- Community Engagement & Design Competition (Nov/Dec 14)
- Completion of Santy Auditorium (Jan 15)
- ID preferred neighborhood redevelopment development scenarios and affirm next steps Jan/Feb 15)
- Continue with technical research and study work for transportation, circulation, walkability and parking projects
- Finalize scope of Walkability projects (Park Ave.)

Additional for future consideration in work session

- Walkability Underpass location (Kearns/Park Ave)

Staff is developing the next steps. It is important to develop an understanding of what is being proposed for Bonanza Park so the group is not looking at Lower Park Avenue in isolation.

2. Transportation: Congestion reduction; local & regional plans

Achieved

- Realignment of Public Works, Water & Transportation Team to allow for greater focus on transportation planning.
- Employee parking reduction program developed in partnership with HPCA; pilot phase in progress.
- Transit bus use of SR-224 shoulder lane approved by UDOT for special events.

To Come

- Additional work sessions in August, September & October to review current transportation plans and set new priorities.
- Complete Phase One of Mountain Accord.
- Complete Snyderville Basin Transportation Plan.

Additional for future consideration in work session

- Long Range Transit Development Plan

Council had recently held a Work Session on transportation and had no questions or suggestions.

2014 City Council Second Tier Priorities

3. Increase Green Building Standards

Achieved

- Ongoing staff level participation in Utah Clean Energy's Commercial PACE Advisory Committee
- Staff level meetings with USGBC, New Building Institute & others
- Onsite assessments & scheduled upgrades for City owned residences

To Come

- Study Session for Green Building Standards scheduled for August 21

Additional for future consideration in work session

- Residential PACE legislation
- Countywide Weatherization Programming/Financing

Council was scheduled to discuss this priority in Study Session later in the week.

3. Open Space Acquisition

Achieved

- COSAC Prioritized Parcel List and Continuing Acquisition Discussions with Landowners
- Risner Ridge Conservation Easement

To Come

- Potential Open Space Acquisitions
- Gambel Oak Conservation Easement Discussion
- Mountain Accord: Recreation & Environment Goals for Land Preservation

Additional for future consideration in work session

- Management Plans for Open Space Areas

Staff will present an update to Council regarding management plans for open space areas.

4. Water Conservation

Achieved

- Water portal launch
- • Raw water system supplying water for fields at middle school & high school; this saves energy and treatment costs
- • Replaced ~40% of larger dual meters in system. These meters were identified as under- registering resulting in lost water.

To Come

- State Conservation Plan Update
- Further leveraging, additions to the Customer portal. (i.e. Irrigation Account Leak Emails, Efforts to drive more people to register for the customer portal)
- Additional meter replacement contract for the next phase of dual meter replacements.

Additional for future consideration in work session

Council had received a recent update on the water portal. Changing technology for irrigations systems were discussed briefly. The City is working to incentivize adoption of new technology, but to date the response hasn't been as robust as hoped for.

4. Community wide renewable energy policy & action plan

Achieved

- Renewable energy study session to set priorities
- Summit Community Solar: Inclusion in U Community Solar
- PV array for PC MARC
- Building, Planning & Sustainability engaged in the DOE's American Solar Transformation Initiative
- Joint application with Summit County for the Georgetown University Energy Prize
- Renewable Energy Fee Waiver approved through 2016

To Come

- Program launch for the Georgetown University Energy Prize
- Community Choice Aggregation California Site Visit
- Municipal Net Zero Energy Plan

Additional for future consideration in work session

- Summit Community Solar II
- Community Choice Aggregation proposal/Renewable Purchasing program

Council had recently participated in a Study Session on this priority. Liaisons were selected for the Georgetown University Energy Prize. A trip to visit California was scheduled for September.

5. Plan for Safe Clean Soils

Achieved

- Regular meetings with EPA
- Prospector Drain Administrative Order on Consent

To Come

- Proposed Changes to Soils Ordinance
- Soil Transfer Station for Small Quantities of Soil

Additional for future consideration in work session?

- Prospector Drain Update

Staff will bring a discussion on the Soils Ordinance to Council within the coming six months. A Study Session on the Judge Stipulated Compliance Order was requested.

5. Treasure Hill Resolution

Achieved

- Treasure Hill project back in the planning process
- Mark H and Thomas E are now part of the regulatory process per Applicant's consent

To Come

- Ownership/Applicant public open house will take place prior to the Planning Commission Work Session and reintroduction

Additional for future consideration in work session

The project is back in the regulatory process. Formal outreach is being planned to re-educate the neighborhood and public in general.

5. Regional Collaboration

Achieved

- Weekly staff-level meetings Summit & Wasatch Counties
- First ever Joint Council meeting with five jurisdictions
- Regularly scheduled joint Park City & Summit County Council Meetings
- Regularly schedule meetings with City/County Managers of Summit & Wasatch Counties, Heber City & Park City as well as staff
- Mountain Accord participation
- Enhanced relationships with Salt Lake City & Heber City

To Come

- Presentation and discussion of the Mountain Accord scenarios with an associated community dialogue process this fall
- Completion of the Summit County Regional Transportation study
- *Additional for future consideration in work session*
- Regional Transportation
- Mountain Accord Phase 1 scenario review

Staff efforts have greatly increased the level of interaction with both Summit County and Wasatch County officials and respective management team members.

5. Broadband/fiber

Achieved:

- RFP issued for public/private partnership
- Five (5) responses received
- Open for collaboration with Summit County
- Interest from other jurisdictions

To Come:

- July – Interviewing providers
- August - Work Session update w/Council

Additional for future consideration in work session

A Work Session will be scheduled to present alternatives, and questions, for Council's consideration.

Manager Foster announced that tentative dates for the 2015 retreat and mid-year retreat have been set for February and August, 2015. Due to the length of Closed Session, the remaining agenda items (Looking Forward; Park City 2030 and Problem Identification Exercises) will be presented at future Work Sessions before the Annual Retreat.

IV. Adjourn

The Retreat adjourned at approximately 4:00 p.m.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 12:15 p.m. Members in attendance were Mayor Jack Thomas, Andy Beerman, Tim Henney, Cindy Matsumoto, Dick Peek and Liza Simpson. Staff present was Diane Foster, City Manager; Matt Dias, Assistant City Manager; Mark Harrington, City Attorney. **Council member Simpson moved to close the meeting to discuss Personnel, Property and Litigation. Council member Peek seconded. Motion carried.** At approximately 2:30 p.m. Council opened the meeting. **Council member Matsumoto moved to open the meeting. Council member Beerman seconded. Motion carried.**

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Sharon Bauman, Senior Recorder / Election Official

Sharon C Bauman

Sharon C. Bauman, Senior Recorder

MARCH 1, 1884

City Council
Staff Report

Subject: **2013 HPB Award to 929 Park Avenue and Talisker on Main**
Authors: **Anya Grahn, Historic Preservation Planner**
Department: **Planning Department, GI-14-00274**
Date: **September 25, 2014**

Summary Recommendation:
Staff recommends that the City Council partner with the Historic Preservation Board (HPB) to present the 2013 Historic Preservation Award to the residential structure at 929 Park Avenue as well as Talisker on Main (515 Main Street) for their Excellence in Restoration.

Background:
This is the third year that the Historic Preservation Board (HPB) has chosen to recognize a significant preservation project in the community. The award is not meant to compete with any of the Historical Society's awards, but complement the existing joint preservation efforts already taking place and highlight the *Design Guidelines for Historic Districts and Historic Sites* by which all development in the Historic Districts must comply.

Properties are selected for this award based on the following categories:

- Adaptive Re-Use
- Infill Development
- Excellence in Restoration
- Sustainable Preservation
- Embodiment of Historical Context
- Connectivity of Site

In 2011, the Historic Preservation Board recognized the exemplary adaptive reuse of the High West Distillery and the City commissioned artist Sid Ostergaard to create an oil painting depicting the structure. The Washington School House Hotel received the 2012 Historic Preservation Award, and the City commissioned an oil painting by Jan Perkins. Both of these paintings are showcased outside of the Engineering Department in City Hall.

This year, the Historic Preservation Board selected two (2) recipients for the 2013 Historic Preservation Award:

929 Park Avenue
Given that this house had been slated for demolition only four (4) years prior to its restoration, this project is a true success story and exemplary model for future development in Park City. Because so little historic material remained, many architectural elements had to be reproduced and were done so with special consideration to ensure the accuracy of the reconstruction. A two (2)-story addition was designed so that it is almost entirely shielded from the street by the historic structure. Furthermore, the design team's efforts to work so closely with staff to determine the best preservation practices were uncharacteristic, but very much appreciated. The collaboration between the City and the project's design team ensured a swift turnaround that prevented the structure's rapid decline, permitted its restoration, and set a standard for future projects.

Talisker on Main (515 Main Street)

The HPB selected 515 Main Street for its Excellence in Restoration as well, though it was completed under the previous set of Design Guidelines. The applicant avoided panelization by shoring up the front façade with unseen braces in order to structurally preserve the one (1)-story commercial building. Replacement doors were fit to original door openings and original dimensions. The applicants also added a retractable awning, in addition to creating an outdoor dining area. The rehabilitation of this building has made a significant improvement on Main Street.

Department Review:

Legal, Planning and the City Manager reviewed this report and their feedback was incorporated.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination **(Economic Impact)**	**Preserving & Enhancing the Natural Environment** **(Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities** **(Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Internationally recognized & respected brand ~ Unique and diverse businesses + + +	~ Reduced municipal, business and community carbon footprints + Enhanced conservation efforts for new and rehabilitated buildings	+ Preserved and celebrated history; protected National Historic District + Community gathering spaces and places + Primarily locally owned businesses + Vibrant arts and culture offerings	+ Fiscally and legally sound + Engaged, capable workforce
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Positive ⇧	Very Positive ⬆	Positive ⇧
Comments: The Staff Recommendation advances a variety of goals and is responsive to historic preservation that enhance community character.				

Recommendation:

Staff recommends that the City Council partner with the Historic Preservation Board (HPB) to present the 2013 Historic Preservation Award(s) to the residential structure at 929 Park Avenue and Talisker on Main (515 Main Street) for their Excellence in Restoration.

City Council
Staff Report

Subject:	**Advertising and Sponsorship Sales Agreement for the Park City Ice Arena**
Author:	**Amanda Noel, Park City Ice Arena, Program Coordinator**
Department:	**Ice**
Date:	**September 25, 2014**
Type of Item:	**Administrative- Contract**

Summary Recommendations:

Approve an addendum for the minor Professional Services Agreement (PSA) attached as Appendix A, allowing the Ice Arena to continue with the Agreement with Senske LLC to generate revenue through the sale of advertising space and program sponsorships. We recommend that the term of the contract be changed to a two year term instead of a one year term provided that sales targets are met. Our final recommendation is to remove the $750 base pay from compensation included in the terms of the Original Agreement.

Topic/Description:

Staff is bringing the Agreement to Council for renewal as Senske LLC met the sales goals for the six month and eighteen month bench marks and the Original Agreement states that it is subject to renewal with an approval by City Council, each year for up to three additional years.

Staff is proposing an additional amendment to remove the base pay from the compensation, regardless of monthly billable sales. The Addendum also seeks to renew the Original Agreement for a the period of October 8, 2014 through October, 8, 2016 with automatic renewal for the period October 8, 2016 through October 8, 2018 if the provider meets or exceeds actual revenue collected of $100,000 for the period July 1, 2014 through June 30th, 2016.

Background:

The Park City Ice Arena opened in February of 2006. In its first fiscal year, the Ice Arena generated $46K in revenue. At this time, the General Manager was able to devote time to selling advertising space in the facility because the rink was under construction. In the following years, revenue associated with the sale of ad space and sponsorships has declined each year. The decline is directly related to the increase of ice use, longer operating hours and growing programs. The associated rise in ice related revenues have more than compensated for the loss of ad sales revenue. Due to increased demands on staff time and increase in other revenues, ad sales became a decreasingly important focus, and sales were limited to a few contract renewals and one or two new sponsors who approached the rink.

After the opening of the Arena, staff made an effort to increase this form of revenue on two separate occasions. The first was in 2007, when the City entered into an agreement with Shindig Marketing and Events to sell naming rights for the Ice Arena and the Quinn’s Junction Sports Complex. The goal at this time was to sell the naming rights for the Ice Arena for $1M. The base pay for this contract was $3,500 per month with an additional $10,750 for the development of sales materials and 10% commission on the first $1M raised and 12% commission on any sales over $1M. The contract was terminated in February of 2008 due to lack of success, but Shindig was paid $1,500 due to work they performed with Swire Coca Cola that resulted in a 5 year, $15k sponsorship for the Sports Complex.

The second attempt to increase advertising revenue was in 2010. Jason Glidden issued an RFP for the sale of advertising space at the Ice Arena in January of that year. The RFP resulted in one proposal submission. Jason and Ken Fisher interviewed the person who submitted the proposal, it was determined that it wasn’t in the best interest of the City to pursue the RFP and no contract was granted.

During an eight month period of August 2013 to March 2014, Ice staff put a great deal of thought and effort into developing a plan for advertising and program sponsorship sales. It was decided that an internal part-time commission-based position would create inequities for staff compensation and was not compatible with the City pay plan.

Ice staff felt confident that a pay-for-performance commission based system for sales would realize the best return on investment for the Ice Arena. It was decided that Ice staff would issue an RFP and enter into a PSA with a person or firm for the service. Staff felt that an initial contract period of six months would be a good way to test if the program would provide a good return on the investment, and that if sales benchmarks were met, the contract would automatically renew for another year.

The RFP was posted to the City website on November 16, 2012 and the Legal Notice was published in the Park Record on November 17 and November 21, 2010. Although staff received multiple inquiries regarding the RFP, only one proposal was submitted. A review panel consisting of Jon Pistey, Jason Glidden and Amanda Noel met on November 28 to discuss the proposal. Staff determined that the proposal submitted by Matthew Senske was a good fit with the pay for performance philosophy, and that the submitter’s previous experience in sports marketing and ad sales would be beneficial to our organization. In addition, Mr. Senske was employed at the Ice Arena at the time and has a strong understanding of the Ice Arena mission and its programs. Staff contacted Mr. Senske on November 28 to inform him that his was the successful proposal.

On April 8, 2014 the City entered the Original Agreement with Senske LLC. Senske LLC has been successful with advertising sales at the Ice Arena over the first eighteen months. The advertising program has gone very smoothly, with Matt running every aspect of the program. Matt has worked closely with the rink staff to avoid conflicts at the rink with his meetings as well as installation times. As the Ice Arena has continued to lower the deficit, advertising sales have been a welcome addition to the yearly financials.

During the first year of Matt's contract he also worked on a new beverage deal with Swire Coca-Cola. Matt was able to negotiate a new deal with Swire Coca-Cola that will pay the Ice Arena more than $10,000 per year in marketing dollars while the previous contract only allotted the rink an average of $3,000 per year, all the while maintaining other favorable contract terms.

Analysis:

Leading up until the fall of 2013 when the Original Agreement was established, staff at the Ice Arena felt that larger increases in revenue and the potential to decrease the subsidy for the Ice Arena were becoming limited to two potential areas: advertising sales and retail. Due to the large amount of capital that would be needed to significantly expand the retail operation at the Ice Arena, staff felt the better option would be to pursue advertising sales. Through the life of the Ice Arena, advertising sales has seen the following decline due to lack of staff time available to pursue new sponsors. The chart below shows the decline in advertising sales revenue since the Arena opened in February of 2006 until the end of 2013 when Senske LLC began selling advertising and sponsorships.

	FY '06	FY '07	FY '08	FY '09	FY '10	FY '11	FY '12	FY '13	FY '14	FY '15
Revenue	$45,842	$28,714	$23,348	$12,509	$7,801	$10,349	$6,548	$4,320	$39,620	$12,300+

Matt needed to reach $20,000 in sales during the first six months. The attachment detailing monthly billable sales shows billable sales from April of 2013 through September 2013 of $16,580. Matt sold an additional $4,320 in the first 8 days of October. Since the first six month period was April 8, 2013- October 8, 2013 Matt did in fact exceed his sales goals by selling $20,900 in yearly contracts and $42,100 in total contract amounts. Matt then needed to sell $60,000 total over the first eighteen months and has currently sold $56,240 in yearly contracts and $112,600 in total contract amounts through the end of August 2014. Matt has projected to sell at least another $6,600 in September to put him over the eighteen month sales goal. There is no concern that Matt will not hit the eighteen month sales goal before the contract renewal date of October 8, 2014. Matt will bring the most up to date sales figures to the contract renewal meeting with City Council.

To give a comparison of numbers to show Matt's success, there is a chart below showing the fiscal year revenues from advertising at the Ice Arena. As you can see, Matt's current total contract revenue through August 2014 is almost equivalent to the grand total advertising revenue over the first five years of the Ice Arena's existence. Matt's total revenue could top the seven year grand total once the advertiser contracts are signed in September.

Fiscal Year	Revenue	Cumulative Total Revenue
2006	$45,842.00	
2007	$28,714.00	$74,556.00
2008	$23,348.00	$97,904.00
2009	$12,509.00	$110,413.00
2010	$7,801.00	$118,214.00
2011	$10,463.00	$128,677.00
2012	$6,549.00	$135,226.00
2013	$4,320.00	$15,200.00
2014	$39,620.00	$100,700.00
2015	$17,000+	$120,000+

The Original Agreement allows for a compensation schedule based on a 60/40 split of revenue in favor of the Provider, with payment being determined in the following way:

Month	Base Pay	Payment
1 through 6	$1000 guaranteed	commission = (total monthly sales x .6) - $1000
7 through contract end	$750 only if sale made	commission = (total monthly sales x .6) - $750

The Original Agreement outlined an initial term for six months with a sales goal of $20K. Upon meeting the sales goal, the contract renewed for another 12 months, with a sales goal of $60,000 in order for the Agreement continue. The Original Agreement is subject to renewal by City Council, each year for up to three additional years. The Agreement is currently subject to Council for renewal.

At this time, in addition to renewal, the Ice Arena and Seneke LLC are proposing the addendum which includes removing the base pay from compensation. In good faith, Matt Senske has proposed removing base pay from compensation, regardless of sales. After two years selling advertising and sponsorship, Senske LLC has established itself and a successful track record and is comfortable moving forward without the safety net of base pay.

The other proposed change in the addendum is to the term of the contract. With 18 months of success in this program, staff recommends amending the term to a two year term (October 8, 2014- October 8, 2016) with automatic renewal for an additional two year term (October 8, 2016- October 8, 2018) with sales goals required for automatic renewal. The proposed sales goal is $100,000 of actual revenue collected during the period July 1, 2014- June 30, 2016. The parties agree that the Original Agreement would terminate on October 8, 2016 if the revenue goal for the period is not met. Termination of the Agreement on behalf of either party will continue to be available with 30 days' notice.

The Original Agreement continues to have a maximum payout of $200k over four years which is equal to $333k of revenue for the City. This Agreement continues to include the ability to pursue the sale of naming rights with a minimum of $75K per year in revenue and a minimum of a five year contract with the Ice Arena. Any naming rights sale will require approval from City Council.

The types of advertising to be sold at the Ice Arena include program sponsorships for any rink run programs, such as Learn to Skate, Learn to Play Hockey and adult hockey leagues, and advertising space includes, but is not limited to banners on the Ice Arena walls, dasher boards, and glass decals.

Department Review:

This report was reviewed by the Recreation, Library, Golf, Budget, Finance, HR, Legal, and Executive departments.

Alternatives:

A. Approve:

Approving the request will allow the Ice Arena to continue to increase revenue and decrease its subsidy, with lower risk to the City with the elimination of base pay and less frequent presentations to Council.

B. Deny:

Denying the request will mean the Ice Arena will continue to realize minimal revenue from this source. Under the current Agreement, if the City decides not renew the Agreement, the City would be required to pay the Provider all commissions due on future contracted revenue at the rate of 60% of the value of the contracts. The current estimated amount is approximately $40,000.

C. Modify:

Staff will return to Council at a later date based on the requested modifications.

D. Continue the Item:

This will result in the same outcome as modifying the request

E. Do Nothing:

This will have the same effect as denying the request.

Significant Impacts:

Which Desired Outcomes might the Recommended Action Impact?	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
	+ Unique and diverse businesses + Internationally recognized & respected brand		+ Community gathering spaces and places + Entire population utilizes community amenities	+ Fiscally and legally sound + Well-maintained assets and infrastructure + Streamlined and flexible operating processes
	Very Positive ⬆	Neutral ⇔	Positive ⇧	Very Positive ⬆

Funding Source:

Funding will be received through the general fund. A request which shows the expense and revenue offset has been submitted for an FY ’14 budget adjustment. This request will have revenue offsets that exceed the expense for an overall benefit to the Ice budget in the General Fund.

Consequences of not taking the recommended action:

The consequence of not taking the recommended action is that the Ice Arena will not be able to maximize revenue generation through advertising and sponsorships. Also, the City would be required to pay the Provider all commissions due on future contracted revenue at the rate of 60% of the value of the contracts. The current estimated amount is approximately $40,000.

Recommendation:

Approve an addendum for the minor Professional Services Agreement (PSA) attached as Appendix A, allowing the Ice Arena to continue with the Agreement with Senske LLC to generate revenue through the sale of advertising space and program sponsorships. We recommend that the term of the contract be changed to a two year term instead of a one year term provided that sales targets are met. Our final recommendation is to remove the $750 base pay from compensation included in the terms of the Original Agreement.

Attachments:

Attachment A: Addendum
Attachment B: Billable Sales Tracking
Attachment C: Original Agreement: Minor Professional Service Provider Agreement with Scope of Services

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS FIRST ADDENDUM is made and entered into in duplicate this _____ day of ________________, 20___, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and __Senske LLC____________________, a Utah limited liability company ("Service Provider"), to amend the PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT signed and executed by the Parties on _______________________________.

WITNESSETH;

WHEREAS, the parties entered PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT (hereinafter "Original Agreement"); and

WHEREAS, part of the scope of services is for service provider to receive a base pay of $750 per month in months when there is a billable sale;

WHEREAS, the parties desire to amend the Original Agreement to remove base pay from compensation, regardless of sales.

WHEREAS, the Original Agreement states that renewal is subject to approval by City Council each year for up to three years, terminating October 8, 2016.

WHEREAS, the parties desire to amend the Original Agreement to a two year term, from October 8, 2014 through October 8, 2016, with automatic renewal for the period October 8, 2016- October 8, 2018 if the provider meets or exceeds actual sales of $100,000 for the period July 1, 2014 through June 30, 2016.

WHEREAS, the parties agree that this contract will terminate on October 8, 2016 if the sales goal for the specified two year period is not met.

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

1. AMENDMENTS:

a. TERM.

i. Extension of Term. The term of the Original Agreement shall be extended to a termination date of October 8, 2016.

ii. Automatic Renewal. The terms of the Original Agreement shall be automatically renewed for the period October 8, 2016- October 8, 2018 if the Service Provider meets or exceeds actual sales of $100,000 for the period July 1, 2014 through June 30, 2016.

iii. Termination. The contract shall terminate on October 8, 2016 if the sales goal for the specified two year period is not met.

b. **COMPENSATION AND METHOD OF PAYMENT.** The Service Provider shall not receive a base salary, regardless of billable sales. Therefore, Paragraph 3.D Base salary is now deleted.

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 22 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
445 Marsac Avenue
P.O. Box 1480
Park City UT 84060-1480

____
Diane Foster, City Manager

Attest:

____
City Recorder’s Office

Approved as to form:

____
City Attorney’s Office

Senske LLC:
Name: Matt Senske
Address: 900 Bitner Road, Apt. G34
City/State/Zip: Park City, UT 94098
Tax ID#: 46-2324994
PC Business License #:B-013335_______

____
Printed Name

____
Signature

____
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 20__, before me, the undersigned notary, personally appeared___________________________, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as _______________________ *(title)* for _____________________________, a limited liability corporation

____
Notary Public

Monthly Billable Sales

Month	Sales	Cumulative Total	
April-13	$4,320.00	$4,320.00	
May-13	$0.00	$4,320.00	
June-13	$4,560.00	$8,880.00	
July-13	$0.00	$8,880.00	
August-13	$0.00	$8,880.00	
September-13	$7,700.00	$16,580.00	
October-13	$4,320.00	$20,900.00	
November-13	$3,200.00	$24,100.00	
December-13	$3,800.00	$27,900.00	
January-14	$7,160.00	$35,060.00	
February-14	$0.00	$35,060.00	
March-14	$1,800.00	$36,860.00	
April-14	$7,320.00	$44,180.00	
May-14	$0.00	$44,180.00	
June-14	$3,700.00	$47,880.00	
July-14	$0.00	$47,880.00	
August-14	$8,360.00	$56,240.00	
September-14	$6,600.00	$62,840.00	**Projected**

6 Month Total	**$16,580.00**	$0.00

(Senske, LLC)

PARK CITY MUNICIPAL CORPORATION
PROVIDER/PROFESSIONAL SERVICES AGREEMENT
(MINOR SERVICE)

THIS AGREEMENT is made and entered into in duplicate this 8 day of April, 2013, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and Senske, LLC ("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 provided exposes the City to minimal insurance risk; and

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee shall not exceed **$200,000 (two hundred thousand dollars)** over the possible four and a half (4.5) year term of this Agreement.

2. TERM.

A. The term of this Agreement shall commence on the date of execution of this Agreement for a period of 6 months. The term of the Agreement will automatically be extended for an additional 12 months with an overall term of 18 months if, during the initial 6 month term of the Agreement, Service Provider meets a sales goal of $20,000 in revenue as calculated in paragraph 3 of this Agreement below.

B. Option to Renew. If the term is extended to 18 months and total sales meet or exceed $60,000 over the 18 month term of the Agreement, this Agreement shall be renewed subject to approval by City Council each year for up to three (3) additional years. The Agreement will automatically expire yearly on the anniversary of the end of the initial 18 month term if an annual revenue goal of $60,000 is not achieved.

C. 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 pursuant to paragraphs 3.E.2 and 17 below.

3. COMPENSATION AND METHOD OF PAYMENT.

A. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.

B. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement as subsequently agreed to by both parties in writing.

C. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter.

D. Base Salary: The Service Provider shall be paid a base pay of one thousand dollars ($1,000) per month for the first six (6) months of this Agreement. If the Agreement is extended beyond six months, Service Provider shall be paid seven hundred and fifty dollars ($750) per month only in those months when there is a billable sale made for the remainder of the Agreement.

E. Commissions: Commission will be paid monthly upon invoice.

1. The combination of commission and base pay for sales during each month will be equal to 60% of the actual value of any sales contract. Commission will be calculated by multiplying the total actual value of new contracts sold during the previous month by .6 and then subtracting the base pay from that amount.

Example: $3926 total sales value x .6 = $2355.60 total compensation. Subtract the base pay from $2355.60 to determine the commission paid to the provider.

2. If the City decides to terminate or not renew the Agreement, The Provider will be paid all commission due on future contracted revenue at a rate of 60% of the value of the contracts. If the provider decides to discontinue service, or can no longer provide service, no commission will be paid on future contracted revenues. If, however, the Service Provider is offered a new or expanded role within the City, part of the terms of leaving this position will be negotiating compensation for future amounts due on contracts.

4. REPORTS AND INSPECTIONS.

A. The Service Provider, at such times and in such forms as the City may require, shall furnish the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement.

B. The Service Provider shall at any time during normal business hours and as often as the City may deem necessary, make available for examination of all its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly, to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

6. HOLD HARMLESS INDEMNIFICATION.

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

B. Service Provider does hereby remise, release, forever discharge and covenant not to sue PARK CITY MUNICIPAL CORPORATION, its agents, servants, employees, officers, successors and assigns, and/or heirs, executors and administrators, and also any and all other persons, associations and corporations, whether herein named or referred to or not, and who, together with the above named, may be jointly and severally liable to the Service Provider, of and from any and all, and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by the Service Provider or by any and all other persons, associations and corporations, whether herein named or referred to or not, from all liability arising out of, in connection with, or incident to the execution of this Agreement

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

7. INSURANCE.

The City agrees to waive insurance requirement upon Service Provider's agreement to hold the City harmless pursuant to Paragraph 7 (B) above. Service Provider hereby acknowledges that their insurance policy is the primary coverage.

8. TREATMENT OF ASSETS.

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

9. COMPLIANCE WITH LAWS.

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. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

C. If this agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in the E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-11-103.

10. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

11. <u>ASSIGNMENTS/SUBCONTRACTING</u>.

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.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. 63G-11-103.

12. 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.

13. MAINTENANCE AND INSPECTION OF RECORDS.

A. The Service Provider shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The Service Provider agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

14. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

15. PROHIBITED INTEREST.

No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.

B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.

C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

17. 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. If the City fails to comply with the terms of the Agreement and does not correct the issue within three (3) days written notice, the Provider may terminate the agreement and the City will pay all remaining commission due on current and future contracts within 14 days of termination of the Agreement.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

19. 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.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

21. SEVERABILITY.

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.

22. 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. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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

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

____
Diane Foster, City Manager

Attest:

Jan M Scott
____
City Recorder's Office

Approved as to form:

____
City Attorney's Office

MARCH 1, 1884

Park City Municipal Corporation Provider/Professional Services Agreement- (Matthew Senske)

SERVICE PROVIDER:
Name: Senske, LLC by Matthew Senske
Address: 900 Bitner Rd. # G34
City/State/Zip: Park City, UT 84098
Tax ID#: ~~367-96-2575~~ 46-2324994
PC Business License #:___________

Matthew Senske
Printed Name

Signature

Owner
Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 8 day of APRIL, 2013 personally appeared before me MATTHEW SENSKE, 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 is the (title) OWNER of SENSKE LLC, and acknowledged that he/she signed it voluntarily for its stated purpose as OWNER *(title)* for SENSKE LLC, a _____ corporation.

Janet M Scott
Notary Public

JANET M. SCOTT
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 03/11/2016
Commission # 652389

EXHIBIT "A"

SCOPE OF SERVICES

1. Service to be Provided

Senske, LLC agrees to provide the following services for Park City Municipal Corporation:

- Sell advertising space at the Park City Ice Arena and Quinn's Junction Sports complex in areas agreed upon by both parties.
- Sell sponsorship packages for programs developed and run by the Park City Ice Arena.
- Enter into contracts with service and product suppliers that will help reduce operating expenses or provide other benefits to the operation and programming at the Park City Ice Arena.
- Maintain relationships with current sponsors, ensure payment of contracts, provide direction/support for designing artwork, coordinate production of advertising materials, and ensure timely installation of advertising materials.
- Produce and maintain a spreadsheet for tracking sponsors, contract amounts and commissions. Invoice the Park City Ice Arena monthly for base pay and commission amounts due to the Service Provider.
- Produce a comprehensive price sheet for advertising space and program sponsorships that includes definitions for exactly what the sponsor will receive for that price.
- Work with the Park City Legal Department to finalize a standard sales contract for sponsorship and advertising.
- Communicate with Ice Arena management regarding sales related issues, completed sales, and any proposed contracts that require changes to the price sheet.
- The Service Provider will have exclusive rights to any current inventory and all potential future advertising at the rink while under contract with the city and that all potential advertisements/sponsorship must go through the Service Provider.

2. Sponsorship Approval

Ice Arena management can deny the terms of any contract or the appearance of any advertising or sponsorship as it sees fit based on the best interests of the Ice Arena, Park City Municipal Corporation or its guests. The City will not allow sponsorships or advertising from alcohol or tobacco companies, but may allow sponsorships by restaurants. An example of this type of business would be "Squatters Roadhouse."

The City, at its sole discretion, may determine not to display any marketing materials it deems inappropriate, unsuitable, or incompatible with the promotion of the City's core values or mission and may remove displays at any time for any reason without notice.

The Service Provider will meet with Ice Arena management to discuss any potential issues a new sponsorship may cause The Service Provider will also meet with Ice Arena management to discuss any changes to the established pricing for sponsorships.

3. In-Kind Sponsorships

The Service Provider will meet with the Finance Manager to ensure understanding of all laws regarding the proper execution of in-kind sponsorships, and the Service Provider agrees to ensure that all applicable laws are followed in the pursuit and execution thereof.

4. Naming Rights

The sale of naming rights for the Park City Ice Arena will require City Council approval. Commission for the sale of naming rights will be 40% of the yearly value of the contract. Naming rights must be approved by City Council, and will not be considered unless the contract amount is a minimum of $75,000 per year for a minimum of 5 years.

5. Expenses

The Service Provider is responsible for all expenses related to the scope of work including, but not limited to, gas, mileage, car expenses, insurance, and mobile phone.

6. Work Space

The Service Provider will be allowed to work from the Park City Ice Arena, and will be allowed the use of City phones and computers for the sole purpose of communicating with current and prospective sponsors.

7. Attire

The Service Provider will be loaned Park City Ice Arena logoed apparel to wear as a representative of the Park City Ice Arena to reinforce branding and ensure a professional appearance. Any apparel is the property of Park City Ice Arena and must be returned at the end of the Agreement.

City Council
Staff Report

Subject: **Criminal Ordinance for Affordable Housing Fraud**
Author: **Rhoda Stauffer, Housing Specialist for Sustainability Team**
Departments: **Sustainability**
Date: **September 25, 2014**
Type of Item: **Legislative**

Summary Recommendations: Staff recommends that City Council review the proposed language, take public comment and adopt a criminal ordinance for Affordable Housing Fraud.

Topic/Description: Affordable Housing

Background:
As the number of deed restricted units increases in Park City's affordable housing program, so have issues evolved with protecting the affordability and viability of the program. In order to ensure that deed restricted affordable housing units are meeting the needs of the target population, that the homes remain viable, in good condition and affordable, changes are needed on multiple levels.

Staff has completed research among towns both larger and smaller than Park City that have similar housing resolutions and/or sections in their municipal code. Based on the research, staff is recommending that all existing tools be amended to enhance the ability to bring civil action for noncompliance. In addition, adoption of a criminal ordinance provides an added layer for curing defaults and bringing noncompliant properties into compliance. Thus, three actions can be taken to strengthen future compliance efforts:

1. Adoption of a criminal ordinance establishing affordable housing fraud as a criminal offense;
2. Amendment of Deed restriction language to address penalties and actions for units that are out of compliance; and
3. Amendment of the Housing Resolution to indicate the existence of both civil and criminal remedies for units that are out of compliance.

Both Legal and Housing Staff are in agreement that adoption of a criminal ordinance is the first step. In October, staff will return to Council in a work session to address items 2 and 3.

Analysis:

It is just over 20 years since Park City's first Housing Resolution with real teeth was established in 1993. To date, 137 affordable deed-restricted units are in place as a result of the development agreements generated by Housing Resolutions. The City's monitoring and compliance process was established in 2008. To date, there have been a total of five owners in default – .5% of all units. Three have cured their defaults, and two remain out of compliance.

In 2006 Mountainlands Community Housing Trust (MCHT) also built 22 affordable units on Deer Valley Drive which are deed-restricted with MCHT as the beneficiary of the restrictions. Over the years, there have been some issues with owners leasing their units without MCHT's prior approval as is required by the deed restrictions.

As non-compliance due to lack of owner-occupancy has increased over time, so has the need to address this non-compliance through proactively amending deed restrictions. These evolving issues are very similar to a number of other municipalities, however, only two areas have instituted a criminal code – Breckenridge, Colorado and Summit County, Utah. To date only one case was successfully tried in civil court with Breckenridge receiving $25,000 (penalties and legal fees). According to the city staff overseeing the Breckenridge program, the criminal code has been a good deterrent and educational tool.

Scott Loomis, Executive Director of Mountainlands Community Housing Trust, played a key role in developing an affordable housing criminal ordinance for Summit County. Though adopted in 2008, no cases have been prosecuted utilizing the new ordinance. However, according to Scott Loomis offences were reduced significantly after the new criminal ordinance was adopted due to extensive educational campaigns with realtors, lenders, and title companies.

There are two reasons why a Summit County criminal ordinance cannot be enforced within the Park City municipal limits. First, Summit County only has the authority to enact ordinances that have effect in areas of Summit County that are not included within an incorporated municipality or an organized town. Second, the State legislature has granted Summit County prosecuting attorneys the exclusive authority to enforce County ordinances, and, consequently, a Park City prosecuting attorney will lack the authority to enforce the County's ordinance. With a city-adopted criminal ordinance in place, Park City Municipal Corporation and Mountainlands Community Housing Trust would be able to call on the Park City Police Department and the Park City Prosecutor to enforce the criminal ordinance.

Housing staff surveyed the members of the Colorado Association of Ski Towns (CAST), conducted on-line research and reviewed the municipal codes of additional towns and finally interviewed a small group of ski towns that have used both criminal and civil remedies to cure defaults. Primary findings from a review of 20 municipalities from Utah, Colorado, Wyoming, Montana, Nevada and Idaho are:

- Two municipalities have housing fraud added to their criminal code;

- Those municipalities that have had issues with compliance primarily utilize civil courses of action; and
- A combination of financial penalties and threat of court action seem to be the most effective in curing defaults.

After an exhaustive review of documents from other municipalities, both legal and housing staff hold the opinion that current deed restrictions need to be amended. Amendments will include definitions as well as descriptions of “Events of Default” and the penalties that will be instituted when defaults are not cured. New tools will also be instituted to reduce the number of issues going forward. Davis, California requires that qualified homebuyers sign the following additional documents when closing on their deed restricted home:

- Declaration of understanding of the deed restrictions on the property;
- Declaration that the buyer owns no other property;
- Declaration that the buyer will occupy the property as an owner-occupant and the unit will be their primary residence; and
- Deed of Trust placed on the property in second place behind the primary mortgage lender.

Documents such as these would make actions to remedy noncompliance much easier. They would also go a long way toward educating qualified homebuyers of the civic and financial value they have received. Finally it would serve to convey the City’s intent that the property remain affordable long-term for future qualified workforce households.

In addition to revised documents and new security tools, staff is recommending that a criminal ordinance be put in place. A criminal ordinance will provide an additional tool for education as well as compliance. Legal and housing staff will have both civil and criminal means to address defaults. Finally, a criminal ordinance helps to emphasize the seriousness with which the City regards the loss of even one deed restricted home.

Going forward, deed restrictions will include language that mirrors the criminal ordinance. More detail will also be provided regarding circumstances that would allow exceptions – especially to the Owner-Occupancy and Primary Residence requirements. Staff believes that if there were more clarity about consequences and possible exceptions (time-limited), owners would be more likely to bring their ‘change of life’ issues and work with staff to resolve them. For example, if someone were offered a job they could not refuse in another state or foreign country, being allowed to rent their deed restricted home at an affordable rent for up to two years might be an acceptable compromise. Homeowners may be less likely to try and circumvent the deed restrictions if they see reasonable alternatives when making tough decisions.

Department Review:

This report was reviewed by the Sustainability Department, Assistant City Attorney Tricia S. Lake, and the City Manager**.**

Alternatives:

A. **Approval: Adoption of an Affordable Housing Fraud Criminal Ordinance** will provide a new tool to make sure that deed restricted affordable housing units are meeting the needs of the target population, that the homes remain viable, in good condition and for the long term. **This is Staff's Recommendation.**

B. **Deny:** Council could deny the request which will continue to hamper Staff's efforts to bring noncompliant property owners into compliance.

C. **Modify:** Council could modify the staff recommendation.

D. **Continue the Item:** Council could request additional information for further discussion in a future meeting.

E. **Do Nothing:** This will have the same impact as Denying the Request.

Significant Impacts: Approving the request could impact the PCPD as it may be called upon to enforce the ordinance. Approval could also bring additional cases to the City Prosecutor's Office, although there is no expectation that there will be a significant number of charges filed under this ordinance.

	World Class Multi-Seasonal Resort Destination **(Economic Impact)**	**Preserving & Enhancing the Natural Environment** **(Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities** **(Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life		+ Residents live and work locally + Diverse population (racially, socially, economically, geographically, etc.)	+ Fiscally and legally sound + Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Neutral ⇔	Positive ⇧	Positive ⇧
Comments: A criminal ordinance will help to ensure that affordable deed restricted units remain affordable and meeting the needs of the target workforce households.				

Funding Source: No funding is needed for this action.

Consequences of not taking the recommended action: No changes will occur in the enforcement of affordable housing deed restrictions.

Recommendation: Staff recommends that City Council review the proposed language, take public comment and adopt a criminal ordinance for Affordable Housing Fraud.

Exhibit A: Drafted Criminal Ordinance for Affordable Housing Fraud.

Ordinance No.

AN ORDINANCE AMENDING TITLE 8, CHAPTER 3 OF THE MUNICIPAL CODE OF PARK CITY, UTAH TO INCLUDE THE PROHIBITION OF AFFORDABLE HOUSING FRAUD

WHEREAS, there exists, homes, deed restricted for affordability within the city limits of Park City; and

WHEREAS, Park City Municipal Corporation wishes to ensure that the deed restricted affordable housing units are meeting the needs of the target population, the homes remain viable and in good condition and remain affordable for the long term; and

WHEREAS, there have been acts in the past by owners, developers, buyers, sellers, real estate brokers and agents, appraisers, title companies, mortgage brokers and mortgage lenders, seeking to disregard the recorded deed restrictions and to sell, lease or finance said units at market value or rent a unit or not occupy a unit when owner-occupation and/or occupation as a primary residence is required; and

WHEREAS, Park City Municipal Corporation wants to ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers, renters and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH THAT:

Section I. Amendment. Title 8 Criminal Code of the Municipal Code of Park City is hereby amended to include Section 8-3-6, as follows:

8-3-6 AFFORDABLE HOUSING FRAUD

1. Definitions:

    a. AFFIDAVIT OF COMPLIANCE. Form sent annually to owners of property that is deed restricted for affordability requiring signature and notarization establishing compliance with the deed restrictions recorded against said property.

    b. DEED RESTRICTED AFFORDABLE HOUSING UNIT. Any housing unit that has deed restrictions recorded against the unit preserving affordability.

    c. DOMICILE. The place where an individual has a fixed permanent home and principal establishment; to which the individual if absent, intends to return; and in which the individual and his or her family voluntarily reside, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine months out of each calendar year.

    d. MAXIMUM RESALE VALUE. Maximum Resale Value is based on the resale formula established in the applicable deed restriction.

   e. PRIMARY RESIDENCE. The place where a domicile has been established.

2. Affordable Housing Fraud. A person commits the offense of Affordable Housing Fraud if the person does any of the following with the intent to defraud, mislead, receive unjust enrichment, or otherwise circumvent the proper application of recorded deed restrictions for affordable housing:

   a. Knowingly makes any material misstatement, misrepresentation, or omission during the purchase, sale, mortgage lending process, leasing, or other process involving a deed restricted affordable housing unit, intending that it be relied upon by a buyer, seller, mortgage lender, borrower, renter or any other party;

   b. When dealing with a deed restricted affordable housing unit, knowingly:
      i. Participates in or facilitates any contract or other agreement other than a standard Real Estate Purchase Agreement or other formal real estate contract or agreement for the real property, to sell or purchase improvements to the real property or personal property for a value in excess of the deed restricted maximum resale value;
      ii. Obtains or facilitates financing of a deed restricted affordable housing unit at an amount greater than the deed restricted maximum resale value;
      iii. Closes an escrow or facilitates a transfer of the property without fully complying with all requirements related to a transfer of the property;
      iv. Leases an affordable unit without fully complying with the requirements set forth in the deed restrictions;
      v. Fails to occupy his or her deed restricted affordable housing unit as his or her primary residence; or
      vi. Fails to file or cause to be filed annually a signed and notarized affidavit of compliance, or provides false information on the affidavit of compliance;

   c. Knowingly files or causes to be filed with any county recorder in Utah any document that the person knows contains a material misstatement, misrepresentation, or omission; or

   d. Receives any proceeds or any compensation in connection with a sale, lease or financing of a deed restricted affordable housing unit that the person knows resulted from a violation of this section.

3. Penalty. Any person violating the provisions of this ordinance shall be guilty of a class B misdemeanor. Any person convicted of violating this section is disqualified from further participation in affordable housing programs within the city limits for a period of five (5) years following the date of such conviction; provided, however, this provision shall not be construed or interpreted to impair any existing contract to which the convicted person is a party.

4. Enforcement. The Park City Police Department shall have authority to investigate violations of this section and issue citations.

Section II. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section III. Conflict with Existing Ordinances, Resolutions, or Policies. To the extent that any ordinances, resolutions, or policies of Park City Municipal Corporation conflict with the provisions of this ordinance, this ordinance shall prevail.

Section IV. Effective Date. This ordinance shall become effective upon publication.

PASSED AND ADOPTED BY THE Park CITY COUNCIL this ___ day of _______________, 2014.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Jack Thomas

Attest:

____
Marci Heil, City Recorder

Approved as to form:

____
Tricia S. Lake, Assistant City Attorney

City Council
Staff Report

Subject:	**Water Impact Fees**
Author:	**Clint McAffee, Water and Streets Director**
Department:	**Water and Streets**
Date:	**September 25, 2014**
Type of Item:	**Legislative**

Summary Recommendations:

Adopt an ordinance amending Title 11, Chapter 13 – Impact Fees of the Park City Municipal Corporation Municipal Code, and adopt the 2014 Water Impact Fee Facilities Plan, and the 2014 Water Impact Fee Analysis.

Topic/Description:

Financial Stability - Water Impact Fees
Ensure growth impacts are financed through impact fees

Background:

The adoption of the current assessment and calculation of water impact fees per Title 11, Chapter 13 of the Municipal Code of Park City can be summarized as follows.

In June of 2007 Park City passed Ordinance No. 07-35 which adopted the June 2007 Water Capital Facilities Plan; the June 2007 Water Impact Fee Study and Analysis; and the amended Title 11, Chapter 13 of the Municipal Code of Park City setting forth the assessment and calculation of impact fees (Municipal Code).

In December of 2011 Park City passed Ordinance No. 11-27 which contained minor amendments to Municipal Code. The amendments were necessary for consistency with the 2009 International Building Code Table 1004.1.1.

Staff has updated the current water impact fee to reflect updated capital infrastructure needs, actual and projected service population, and actual and projected water demand. During the September 4, 2014 Park City Council work session, staff presented to Council draft updates to the Municipal Code and draft versions of the Water Impact Fee Facilities Plan and the Water Impact Fee Analysis.

Public Notification

A notice of Public Hearing for the water impact fee update was advertised in the Park Record on September 10, 2014 and online on the Park City Municipal Website and utahlegals.com starting September 10, 2014. Copies of the three documents described below were available for public inspection by downloading the documents from the Park City Municipal website and hard copies placed at Park City Public Works, the Park City Library, and at Park City Hall during the period from September 10, 2014 to September 23, 2014.

Analysis:
In order to update the current water impact fee the following three documents will need to be adopted by ordinance. These three documents were presented in the September 4, 2014 work session and will replace the documents adopted in Ordinance No. 07-35 and 11-27 described above.

1. Water Impact Fee Facilities Plan (IFFP)
2. Water Impact Fee Analysis (IFA)
3. Amended Title 11, Chapter 13 of the Municipal Code of Park City

These documents are described below.

1 - Water Impact Fee Facilities Plan – Exhibit A

The purpose of an IFFP is to identify water demands placed upon City facilities by future development and evaluate how these demands will be met by the City. The IFFP also addresses future infrastructure needed to serve the City with regard to current land use planning. The existing and future capital projects documented in this IFFP will ensure that level of service standards are maintained for all existing and future residents who reside within the service area.

The IFFP, which is attached as Exhibit A of this staff report, includes the following sections.

1. Identify the existing level of service
2. Establish a proposed level of service
3. Identify excess capacity to accommodate future growth
4. Identify demands of new development
5. Identify the means by which demands from new development will be met
6. Consider the following additional issues
    a. Revenue sources to finance required system improvements
    b. Necessity of improvements to maintain the proposed level of service
    c. Need for facilities relative to planned locations of schools

2 - Water Impact Fee Analysis - Exhibit B

Using improvements and future water demand identified in the IFFP, the IFA includes a recommended impact fee structure for residential, non-residential, and outdoor landscaping that satisfies the Impact Fees Act and represents the maximum culinary water impact fee that the City may assess within the service area.

The IFA is attached as Exhibit B of this staff report.

3 - Amended Title 11, Chapter 13 of the Municipal Code of Park City – Exhibit C

The analysis presented in the IFFP and IFA is reflected in the proposed amendments to Title 11, Chapter 13. This section of the Municipal Code outlines all impact fees that are assessed by the City including water; parks, trails, and open space; police; and roadway facilities. The amendments included in Exhibit C only address water impact fees.

The amended code is attached as Exhibit C of this staff report.

Summary of Fee Changes

The current impact fee structure assesses water impact fees based on Equivalent Residential Unit's (EDU). An EDU is defined as 1,600 gallons per day (gpd) or 1.11 gallons per minute (gpm). In order to simplify the calculation, the proposed water impact fee will be assessed per gpm rather than per EDU. Assessing the fee based on gpm yields the same results when calculating the impact of all uses while simplifying the process.

The current fee and the proposed fee are shown below. The approximate 20% reduction in the proposed impact fee is directly related to the reduction in future known costs to meet future water demand. It is important to note that the current fee was adopted in 2007 and has not been adjusted for inflation since adoption.

Water Impact Fee per gallon per minute (gpm) demand	
Current	$20,765
Proposed	$16,579

For all non-residential indoor applications, the proposed fee is about 20% less than the current fee. Residential indoor applications will also decrease but the percentage will vary depending on the size of the structure. The varying percentage change for residential is attributable to the non-linear relationship between the size of the residential structure and the water use. This relationship was established with current indoor water use data for all residential connections. The table below provides a few examples of how the proposed fee applies to the existing fee.

Residential Indoor Water Impact Fee				
Unit Size (Sq. Ft.)	Existing gpm	Proposed gpm	Approximate Existing Fee	Proposed Fee
1,000	0.17	0.21	$3,530	$3,428
3,000	0.34	0.37	$7,060	$6,200
6,000+	0.60	0.68	$12,495	$11,322

There is about a 20% net increase to the proposed outdoor impact fee due to the refinement of available outdoor water demand data in Park City. The rules governing public drinking water systems in the State of Utah include an estimate for outdoor water demand if there is no available data to use. The existing water impact fee uses 2.8 gpm per irrigated acre as listed in the State guidelines. However, we now have firm data on outdoor water use which shows that the outdoor water demand in Park City is 4.2 gpm per irrigated acre. This discrepancy is not uncommon in the State of Utah.

Outdoor Water Impact Fee per 1,000 Sq. Ft.	
Existing	$1,335
Proposed	$1,598

Next Steps

Once adopted, the new impact fee will be in effect starting on December 25, 2014 due to a 90-day waiting period.

Department Review:
This staff report has been reviewed by representatives from Public Works, Legal, Building, Planning, and Executive.

Alternatives:

A. Approve:
Staff recommends this option.

B. Deny:
Staff does not recommend this option. Impact Fees must be updated from time to time to ensure accuracy.

C. Modify:
Council could ask for modifications to the Impact Fee documents which staff would bring back at a later date.

D. Continue the Item:
Council could continue the item.

E. Do Nothing:
Staff does not recommend this option. Impact Fees must be updated from time to time to ensure accuracy.

Significant Impacts:

	Preserving & Enhancing the Natural Environment (Environmental Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the	+ Adequate and reliable water supply	+ Fiscally and legally sound
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive ↑	Very Positive ↑
Comments:		

Funding Source:

Funding used to develop the amended Impact Fee documents was a part of the approved FY 14 and FY 15 water operations budget. Cost associated with calculating impact fees is recovered through plan review fees. Impact fees collected will fund future improvements as described in the Impact Fee documents.

Consequences of not taking the recommended action:

Not updating the current water impact fee structure will result in less accurate assessments of water impact fees which could subject the City to challenges from water impact fee payers. It is important to update the capital plan and current and future water demand projections to ensure equitable allocation of costs to new and existing water users.

Recommendation:

Adopt an ordinance amending Title 11, Chapter 13 – Impact Fees of the Park City Municipal Corporation Municipal Code, and adopt the 2014 Water Impact Fee Facilities Plan, and the 2014 Water Impact Fee Analysis.

Exhibits:

A - Water Impact Fee Facilities Plan
B - Water Impact Fee Analysis
C - Amended Title 11, Chapter 13 of the Municipal Code of Park City

Ordinance No. XX-XX

AN ORDINANCE AMENDING WATER IMPACT FEE FACILITIES PLAN, THE WATER IMPACT FEE ANALYSIS, AND AMENDING TITLE 11, CHAPTER 13 OF THE MUNICIPAL CODE OF PARK CITY, UTAH SETTING FORTH THE ASSESSMENT AND CALCULATION OF IMPACT FEES

WHEREAS, Park City Municipal Corporation is a political subdivision of the state of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the City has completed a Water Impact Fee Facilities Plan (IFFP) and a Water Impact Fee Analysis (IFA) and requires the payment of impact fees as a condition of development approval, so that development pays an equitable portion of the costs of facilities relating to growth; and

WHEREAS, the IFFP and IFA contain an analysis, certification and an executive summary that clearly define the methodology by which water impact fees have been calculated and how those impacts on system improvements are reasonably related to development activity; and

WHEREAS, the IFFP and IFA establish that impact fees are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future, in comparison to the benefits already received and yet to be received; and

WHEREAS, a public hearing was duly noticed and held at the regular scheduled City Council meeting of September 25, 2014;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Park City, Utah that:

SECTION 1. PURPOSE: This Impact Fee Ordinance is promulgated pursuant to the requirements of the Impact Fees Act, Utah Code Annotated Title 11 Section 36a (the “Act”). The purpose of this ordinance is to provide for the generation of sufficient revenue to pay the costs of capital projects and debt service related to or required due to demands of new development activity.

SECTION 2. WATER IMPACT FEE FACILITIES PLAN ADOPTED: The Water Impact Fee Facilities Plan Dated September xx, 2014 is hereby adopted.

SECTION 3. WATER IMPACT FEE ANALYIS: The Water Impact Fee Analysis dated September xx, 2014 is hereby adopted.

SECTION 4. AMENDMENT TO THE MUNICIPAL CODE OF PARK CITY, UTAH ADOPTED: Amendment to Title 11, Chapter 13 of the Municipal Code of Park City is hereby amended as shown on Exhibit A.

SECTION 5. EFFECTIVE DATE**.** This Ordinance shall be effective December 25, 2014.

PASSED AND ADOPTED this 25th day of September, 2014.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Jack Thomas

Attest:

____
Marci Heil, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

(Amended by Ord. Nos. 96-12; 01-37; 03-05; 05-37; 07-35)

PARK CITY
WATER IMPACT FEE
FACILITIES PLAN

Project No. 155-13-01

July 2014

Prepared for:

PARK CITY
1884

Prepared by:

LICENSED PROFESSIONAL ENGINEER
12 AUG. 2014
343787
KEITH J.
LARSON
STATE OF UTAH

Bowen Collins
& Associates, Inc.
CONSULTING ENGINEERS

Bowen, Collins & Associates
154 East 14000 South
Draper, Utah 84020

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EXECUTIVE SUMMARY

INTRODUCTION

Park City has retained Bowen Collins & Associates (BC&A) to prepare an impact fee facility plan (IFFP) for its water system. The purpose of an IFFP is to identify demands placed upon City facilities by future development and evaluate how these demands will be met by the City. The IFFP is also intended to outline the improvements, which may be funded through impact fees.

WHY IS AN IFFP NEEDED?

The IFFP provides a technical basis for assessing updated impact fees throughout the City. This document will address the future infrastructure needed to serve the City with regard to current land use planning. The existing and future capital projects documented in this IFFP will ensure that level of service standards are maintained for all existing and future residents who reside within the service area. Local governments must pay strict attention to the required elements of the Impact Fee Facilities Plan, which are enumerated in the Impact Fees Act.

PROJECTED FUTURE GROWTH

To evaluate future infrastructure needs, it is first necessary to project how demand on the water system will increase in the future. Projected growth in peak day demands based on consideration of developable area, zoning, the nature of surrounding development, designated open space and other factors is summarized in Table ES-1.

Table ES-1
Projected Potable Peak Day Demand

	Peak Day Demand (gpm)
Existing	6,835
2015	6,980
2020	7,488
2023	8,020
2030	9,470
2040	10,288
2050	10,390
Buildout	10,465

EXISTING CAPACITY AVAILABLE TO SERVE FUTURE GROWTH

Projected future growth will be met through a combination of available excess capacity in existing facilities and construction of additional capacity in new facilities. Existing capacity available to serve new growth was evaluated in the City's water system. To improve the accuracy of the analysis, we have divided the system into four different components (production, treatment, storage, and transmission). The purpose of this breakdown is to consider the available capacity for each component individually. Excess capacity in each component of the system is as summarized in Table ES-2.

Table ES-2
Percent Use of Existing System Capacity

	Production Component[1]	Treatment Component[2]	Storage Component[3]	Transmission Component
Existing	44.7%	66.3%	65.1%	77.1%
Growth in 10-yr Planning Window	32.9%	33.7%	11.4%	7.5%
Growth Beyond 10-yr Planning Window	22.4%	0.0%	23.5%	15.4%

[1] Applies to Lost Canyon capacity only.

[2] Applies to Quinns WTP capacity only.

[3] Excluding storage at Woodside, Neck, Silver Lake, and North Lake Flat Tanks.

REQUIRED SYSTEM IMPROVEMENTS

Beyond available existing capacity, additional improvements required to serve new growth are summarized in Table ES-3. Included in the table is an allocation of estimated project costs between existing users and future development. The table does not include construction inflation or bond costs related to paying for impact fee eligible improvements.

Table ES-3
Required System Improvements

Name	Total Cost – 2014 Dollars	Percent to Existing	Percent to 10-yr Growth	Percent to Beyond 10 Year	Percent Project Level
PRV Improvements for Fire Flow Storage Access	$759,000	100.0%	0.0%	0.0%	0.0%
C5 - West Neck Tank - Phase 1 - Design	$150,000	65.3%	11.3%	23.4%	0.0%
C5 - West Neck Tank - Phase 2A - Tank Construction	$3,450,000	65.3%	11.3%	23.4%	0.0%
C3 - Quinn's Pump Station to PCH/Fairway Hills Tank	$385,600	32.2%	5.6%	11.5%	50.8%
C3 - Quinn's WTP to Park City Heights	$1,022,900	0.0%	0.0%	0.0%	100.0%
Park City Heights Tank	$690,000	0.0%	0.0%	0.0%	100.0%
Auxiliary Power Improvements	$172,500	65.3%	11.3%	23.4%	0.0%
C5 - West Neck Tank - Phase 2B - Pipelines	$1,414,040	65.3%	11.3%	23.4%	0.0%
SCADA System Upgrade	$1,000,000	100.0%	0.0%	0.0%	0.0%
Quinn's Treatment Plant Capacity Upgrade	$3,002,000	0.0%	23.1%	76.9%	0.0%
Quinn's Treatment Plant Dewatering Improvements	$2,509,000	33.1%	28.5%	38.4%	0.0%
C9 - Fairway Hills to Park Meadows Redundancy	$73,600	65.3%	11.3%	23.4%	0.0%
C5 - Three Kings / Silver King Pump Station	$956,100	65.3%	11.3%	23.4%	0.0%
C8 - Queen Esther Drive	$577,000	100.0%	0.0%	0.0%	0.0%
C7 - Neck Tank to Last Chance	$269,800	100.0%	0.0%	0.0%	0.0%
C1 - Quinn's WTP to Boothill - Phase 1A	$926,300	7.2%	30.3%	62.5%	0.0%
C1 - Quinn's WTP to Boothill - Phase 1B	$926,300	7.2%	30.3%	62.5%	0.0%
C2 - Quinn's WTP to Chatham	$296,300	49.2%	16.6%	34.2%	0.0%
Silver Lake Tank II	$2,012,500	65.3%	11.3%	23.4%	0.0%
Total	**$20,592,940**				

SECTION 1
INTRODUCTION

Park City has retained Bowen Collins & Associates (BC&A) to prepare impact fee facility plan (IFFP) for the water system of the City. The purpose of an IFFP is to identify demands placed upon City facilities by future development and evaluate how these demands will be met by the City. The IFFP is also intended to outline the improvements, which may be funded through impact fees.

Much of the analysis forming the basis of this IFFP has been taken from the City's Transmission, Distribution and Storage Master Plan. This document was prepared by BC&A and is dated May 2014. For the purposes of this report, subsequent references to that document will simply be identified as the "Master Plan". The reader should refer to the master plan for additional discussion of planning and evaluation methodology beyond what is contained here.

Requirements for the preparation of an IFFP are outlined in Title 11, Chapter 36 of the Utah code (the Impact Fees Act). Under these requirements, an IFFP shall accomplish the following for each facility:

1. Identify the existing level of service
2. Establish a proposed level of service
3. Identify excess capacity to accommodate future growth
4. Identify demands of new development
5. Identify the means by which demands from new development will be met
6. Consider the following additional issues
    a. revenue sources to finance required system improvements
    b. necessity of improvements to maintain the proposed level of service
    c. need for facilities relative to planned locations of schools

The following sections of this report have been organized to address each of these requirements.

SECTION 2
EXISTING LEVEL OF SERVICE (11-36A-302.1.A.I)

Level of service is defined in the Impact Fees Act as “the defined performance standard or unit of demand for each capital component of a public facility within a service area”. This section discusses the level of service being currently provided to existing users.

PERFORMANCE STANDARD

To improve the accuracy of the analysis, this impact fee facility plan has divided the system into four different components (production capacity, treatment, storage, and transmission). Each of these components has its own set of performance standards:

Production Capacity

Water production must be adequate to satisfy demands on both an annual and peak day basis. Production of supplies must take into account seasonal limitations in supply availability and reductions in yield because of dry year conditions. Production capacity must be capable of satisfying all sources of demand including secondary demands.

Treatment

Treatment has the same general level of service requirements as identified for production capacity. It must be adequate to satisfy demands on both an annual and peak day basis and must take into account seasonal limitations in supply availability and reductions in yield because of dry year conditions. Unlike production capacity, treatment capacity need only satisfy potable demands.

Storage

Three major criteria are generally considered when sizing storage facilities for a water distribution system: operational or equalization storage, fire flow storage, and emergency or standby storage.

1. **Operational/Equalization Storage:** Operational/equalization storage is the storage required to satisfy the difference between the maximum rate of supply and the rate of demand during peak conditions. Sources, major conveyance pipelines, and pump stations are usually sized to convey peak day demands to optimize the capital costs of infrastructure. During peak hour demands, storage is needed to meet the difference in source/conveyance capacity and the increased peak instantaneous demands. Because demands can vary from day to day, operational storage must be adequate to meet the average observed storage fluctuation in each zone with a safety factor of 2.0.
2. **Fire Flow Storage*:*** Fire flow storage is the amount of water needed to combat fires occurring in the distribution system. This storage is calculated based on the fire flow rate for structures in each area of the system multiplied by a specified duration as required by the fire authority. Typical residential homes require a fire flow of 1,500 gpm for a duration of 2 hours (180,000 gallons). Typical commercial facilities require a fire flow of

2,000 gpm for a duration of 2 hours (240,000 gallons). For some areas of Park City, the fire marshal requires even greater fire flow. The maximum fire flow required in the system is for the Old Town area with a total of 3,000 gpm for 3 hours (540,000 gallons).

3. **Emergency Storage:** Emergency or standby storage is the storage needed to meet demands in the event of an unexpected emergency situation such as a line break, treatment plant failure, or other unexpected event. This is a storage requirement that is largely dependent on recommendations of City personnel and depends on the availability of sources and backup power. Park City personnel have indicated that they would prefer to equip key pump stations with the ability to use portable generators instead of providing additional emergency storage. This operational preference is based on limiting the water age in storage tanks during low demand periods in the City.

Storage requirements are calculated for the system as a whole and for each individual zone.

Transmission and Distribution

Based on input from City staff, the following criteria were used as the performance standards for major conveyance facilities:

1. The system was evaluated for existing conditions and projected conditions in 2050. Each demand scenario included model runs at both peak day and peak hour demand for both winter and summer.
2. Under peak day demand, the system must be capable of maintaining constant levels at all system tanks and reservoirs.
3. Under peak hour demand, the system must be capable of limiting the maximum rate of draining in all system tanks and reservoirs to two times the tank or reservoir's size (e.g. - a 1 million gallon tank will drain at a rate of 2 mgd or less during the peak hour). This criterion limits the fluctuation of all tanks and reservoirs to 50 percent of their total volume during a peak day and ensures operational storage is adequate.
4. The system should be capable of maintaining 60 psi at all retail points of delivery during peak hour demands. Although lower pressures would be allowed by State regulations (40 psi during peak day demand and 30 psi during peak hour demand), maintaining 60 psi is recommended to provide superior service at all connections and minimize customer complaints.
5. If any major source fails or is off-line, the system must be capable of delivering water from the remaining sources to satisfy a demand equal to the production rate of the remaining sources. If any major transmission line fails or is off-line, the system must be capable of delivering water from other delivery points sufficient to satisfy Spring/Fall demand conditions.
6. If the JSSD Connection is unavailable (because of contract concerns, City preference, or maintenance), the system must be capable of meeting winter day demand with snow making. This criterion is important to consider because of the large snow making demand on the system from the Deer Valley Ski Resort.

7. Per requirements of the State of Utah, the system must be able to meet fire flow demands and still maintain greater than 20-psi residual pressure in the distribution system under peak day demand conditions. Fire flow demands were set at 1,500 gpm for residential areas and 2,000 gpm for commercial areas per the Park City Fire Marshall. Higher fire flows of 3,000 gpm for Historic Main Street and the Park City Mountain Resort area were selected by the Park City Fire Marshall as well as custom fire flows for a few other large structures.

UNIT OF DEMAND

In typical water systems, the unit of demand is often defined in terms of an equivalent residential unit (ERU). For Park City, however, development size and type vary so significantly across the City that the concept of “typical residential unit” does not really apply. In addition, defining typical use in the City is also complicated by the large tourist population within the City.

To overcome this challenge and best capture these unique aspects of City water use, the City has abandoned any attempt of defining a “typical” residential unit and has instead calculated its impact fee based on solely on peak day demand. Impact fees can then be customized for individual developments based on projected peak day demands for the development type and size.

SECTION 3

PROPOSED LEVEL OF SERVICE (11-36A-302.1.A.II)

The proposed level of service is the performance standard used to evaluate system needs in the future. The Impact Fee Act indicates that the proposed level of service may:

1. diminish or equal the existing level of service; or
2. exceed the existing level of service if, independent of the use of impact fees, the City implements and maintains the means to increase the level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

In the case of this IFFP, no changes are proposed to the major level of service criteria identified in the previous section. Future growth will be evaluated based on the same level of service as discussed previously. The only exception to this is a few specific projects where proposed improvements will provide a new feature or a performance level above the standards identified for the system as a whole. Examples of this would include improvements to increase redundancy or system flexibility or operational improvements to improve ease of operation. Where these situations exist, the change in level of service has been identified in the description of the individual project (see Section 6).

SECTION 4
EXCESS CAPACITY TO ACCOMMODATE FUTURE GROWTH (11-36A-302.1.A.III)

Projected future growth will be met through a combination of available excess capacity in existing facilities and construction of additional capacity in new facilities. Defining existing system capacity in terms of a single number is difficult. To improve the accuracy of the analysis, we have divided the system into four different components (production capacity, treatment, storage, and transmission). The purpose of this breakdown is to consider the available capacity for each component individually. Excess capacity in component of the system is as follows:

PRODUCTION CAPACITY

The City's master plan includes an analysis of available supply to service existing and projected demands. This analysis includes consideration of annual supply, seasonal availability, and peak production capacity. When these issues are all considered, the reliable peak day production of Park City water sources is 10,444 gpm.

Because this represents Park City's production capacity for all types of supply, both culinary and secondary demands must be considered when calculating excess capacity. Existing peak day culinary demand has been calculated as 6,835 gpm. Secondary demands include 1,389 gpm for the golf course and 228 gpm for other Park City properties. This equates to a total existing demand of 8,452 gpm.

Several years ago, Park City was approaching the limit of its existing production capacity. To prepare for the future, the City secured additional capacity through the Lost Canyon Project. All production capacity in other sources is now completely consumed by existing demand, but some available capacity does still exist in the Lost Canyon Project. Thus, for the purpose of considering excess capacity, production capacity needs to be divided between Lost Canyon and other sources.

The production capacity of all sources except Lost Canyon is equal to 6,844 gpm. If this is subtracted from existing demands, this leaves 1,608 gpm of demand to be satisfied from the Lost Canyon project. The production capacity of Lost Canyon is 3,600 gpm. If existing demand is subtracted from this total, there is 1,992 gpm of available capacity to satisfy future demands. Calculated use of this capacity by existing and future growth is summarized in Table 4-1. As summarized in the table, growth in the next 10-years will use 55.3 percent of the available capacity in the Lost Canyon Project.

Table 4-1
Excess Lost Canyon Project Production Capacity

	Peak Day Demand in Excess of Other Sources (gpm)	Use of Existing Facilities (gpm)	Percent Use of Existing Facilities
Existing	1,608	1,608	44.7%
End of 10-yr Planning Window (2023)	2,793	1,185	32.9%
Buildout	5,238	807	22.4%
Total	**5,238**	**3,600**	**100.0%**

TREATMENT

A similar analysis can be prepared for treatment capacity. Based on the analysis contained in the Master Plan, the reliable Park City peak day treatment capacity is 7,538 gpm.[1] Existing peak day culinary demand has been calculated as 6,835 gpm.

Several years ago, Park City was approaching the limit of its existing treatment capacity. To prepare for the future, the City secured additional capacity through the construction of the Quinns Water Treatment Plant (WTP). All treatment capacity in other sources is now completely consumed by existing demand, but some available capacity does still exist in the Quinns WTP. Thus, for the purpose of considering excess capacity, treatment capacity needs to be divided between Quinns WTP and other sources.

The treatment capacity of all sources except Quinns is equal to 5,455 gpm. If this is subtracted from existing demands, this leaves 1,380 gpm of demand to be satisfied from the Quinns WTP. The treatment capacity of Quinns WTP is 2,083 gpm. If existing demand is subtracted from this total, there is 703 gpm of available capacity to satisfy future demands. Calculated use of this capacity by existing and future growth is summarized in Table 4-2. As summarized in the table, growth in the next 10-years will use 33.7 percent of the available capacity in the Quinns WTP.

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[1] It should be noted that this includes the capacity of the Judge Tunnel. While the Judge Tunnel is not currently in service, this has been considered a deficiency on an existing supply and has been included in the treatment capacity of existing sources. Existing users will be responsible for paying the full cost of bringing this source back into the system.

Table 4-2
Excess Quinns WTP Treatment Capacity

	Peak Day Demand in Excess of Other Sources (gpm)	Use of Existing Facilities (gpm)	Percent Use of Existing Facilities
Existing	1,380	1,380	66.3%
End of 10-yr Planning Window (2023)	2,565	703	33.7%
Buildout	5,010	--	0.0%
Total	**5,010**	**2,083**	**100.0%**

STORAGE

Park City owns and operates a large number of storage reservoirs. As identified in the master plan, two storage areas of the city have existing deficiencies. This includes the Silver Lake storage area (Silver Lake Tank and North Lake Flat Tank) and the Woodside/Neck storage area (Woodside Tank and proposed connection to the Neck Tank). Because they have existing deficiencies, these areas have no excess capacity for future growth. There is also the Park City Heights area of proposed development that cannot be serviced by any existing storage and will require its own new storage facilities. Outside of these three areas, however, all other new growth will be serviced using excess storage in existing reservoirs.

The projected use of excess capacity in the existing storage reservoirs without deficiencies is summarized in Table 4-3. For the purposes of this calculation, only equalization storage is shown. Since both existing and future users will benefit from fire flow and emergency storage, using the percentages shown in the table divides these components proportionally based on demand. It should be emphasized that the values shown in the table do not include storage associated with the Woodside, Neck, Silver Lake, or North Lake Flat Tanks. This will need to be taken into account in the calculation of final impact fees. As summarized in the table, growth in the next 10-years will use 11.4 percent of the available excess storage capacity outside the four tanks identified above.

Table 4-3
Excess Storage Capacity

	Equalization Storage Requirement (gallons)	Use of Existing Facilities (gallons)	Percent Use of Existing Facilities
Existing	3,639,200	3,639,200	65.1%
End of 10-yr Planning Window (2023)	4,277,631	638,431	11.4%
Buildout	5,594,900	1,317,269	23.5%
Total	**5,594,900**	**5,594,900**	**100.0%**

TRANSMISSION

To calculate the percentage of existing capacity to be used by future growth in existing facilities, existing and future flows were examined in the system model for each transmission pipeline. For the purposes of this analysis, transmission pipelines have been defined as all pipelines larger than 8 inches in diameter and represent the system level pipeline improvements in the City. A summary of the results of this analysis are contained in the appendix of this report. The method used to calculate excess capacity available for use by future flows is as follows:

- **Calculate Flows –** The peak flow in each facility was calculated in the model for both existing and future flows. The maximum capacity of each facility was also calculated. Defining an absolute maximum capacity in water system facility is difficult because capacity is a function of both pipeline size (with corresponding velocity) and required delivery pressure. In water distribution systems, however, a common design guideline is to limit velocities to less than 7 ft/sec. This has been used as the definition for maximum capacity in this analysis.
- **Identify Available Capacity –** Where a facility has capacity in excess of projected flows at buildout, the available capacity in the facility was defined as the difference between existing flows and buildout flows. Where the facility has capacity less than projected flows at buildout, the available capacity in the facility was defined as the difference between existing flows and the facility's maximum capacity.
- **Calculate Percent of Excess Capacity Used in Existing Facilities –** The projected growth in flow was compared against the facility's available capacity. Where the future flow exceeded the capacity of the facility, the available excess capacity was calculated by dividing the remaining capacity (total capacity less existing flow) by the total available capacity. Where the future flow was less than the capacity of the facility, the percent of excess capacity being used in each facility was calculated by dividing the growth in flow in the facility (future flow less existing flow) by the total available capacity. If reimbursement agreements exist, facilities under these agreements should be removed from the calculation since payment for excess capacity in these facilities will be dictated by agreement and will be considered as part of the impact fee analysis.

- **Calculate Excess Capacity for the System as a Whole –** Each pipeline in the system has a different quantity of excess capacity to be used by future growth. To develop an estimate of excess capacity on a system wide basis, the capacities of each of these pipelines and their contribution to the system as a whole must be considered. To do this, each pipeline must first be weighted based on its contribution to system. For this purpose, each pipeline has been weighted based on the estimated cost of the pipeline. The excess capacity in the system as a whole can then be calculated as the sum of the weighted capacity used by future growth divided by the sum of total weighted capacity in the system.

Based on the method described above, the calculated percentage of existing capacity used by all future growth is 22.9 percent, with 7.5 percent being used during the 10-year planning window.

SECTION 5
DEMANDS PLACED ON FACILITIES BY NEW DEVELOPMENT (11-36A-302.1.A.IV)

Growth and new development in Park City is discussed in Chapter 2 the City's master plan. These growth projections are predominantly based on the most recent version of growth projections developed by the Snyderville Basin Water Reclamation District (SBWRD). These projections were developed by the SBWRD by examining each individual parcel and determining its potential for development. These projections include consideration of developable area, zoning, the nature of surrounding development, designated open space and other factors. As noted in the master plan, these projections have been updated to include some additional density in the Bonanza Park, Park City Mountain Resort Base, and Empire Pass areas to reflect recent City planning modifications. Future demands as projected in the master plan are shown in Table 5-1.

Table 5-1
Projected Potable Peak Day Demand

	Peak Day Demand (gpm)
Existing	6,835
2015	6,980
2020	7,488
2023	8,020
2030	9,470
2040	10,288
2050	10,390
Buildout	10,465

It should be emphasized that demands contained in the table are potable demands only. They do not include existing outdoor secondary demands at Park City's two golf courses. Peak day demands at the golf courses are estimated to be 1,389 gpm. The demands in the table also do not include demands associated with the Quinns Sports Complex, Quinns Fields, North 40, and Prospector Park properties. These properties have historically been irrigated from culinary sources but will be moved to secondary irrigation. Peak instantaneous demands associated with these properties are estimated to be 546 gpm. However, irrigation at peak rates only occurs over a limited portion of the day. Based on historic water use records, removal of these properties will reduce Citywide peak day demands by 228 gpm.

Projected growth in peak day demand is 1,185 gpm over the next 10 years, and 3,630 gpm through buildout.

SECTION 6

INFRASTRUCTURE REQUIRED TO MEET DEMANDS OF NEW DEVELOPMENT (11-36A-302.1.A.V)

To satisfy the requirements of state law, demand placed upon existing system facilities by future development was projected using the process outlined below. Each of the steps was completed as part of this plan's development. More description of the methodology used in the process outlined below can be found in the City's master plan.

1. **Existing Demand** – The demand existing development places on the City's system was estimated based on historic water use and flow records.
2. **Existing Capacity** – The capacities of existing system collection facilities were estimated using size data provided by the District and a hydraulic computer model. The capacities of existing production and pumping facilities were taken design documents and historic records.
3. **Existing Deficiencies** – Existing deficiencies in the system were looked for by comparing defined levels of service against calculated capacities.
4. **Future Demand** - The demand future development will place on the system was estimated based on development projections as discussed in Section 5.
5. **Future Deficiencies** - Future deficiencies in the collection system were identified using defined level of service and results from the computer model.
6. **Recommended Improvements** – Needed system improvements were identified to remedy existing deficiencies and meet demands associated with future development.

The steps listed above describe the "demands placed upon existing public facilities by new development activity at the proposed level of service; and… the means by which the political subdivision or private entity will meet those growth demands" (Section 11-36a-302-1.a of the Utah Code).

10-YEAR IMPROVEMENT PLAN

In the master plan, capital facility projects needed to provide service to various parts of the City at projected buildout were identified. Most of these projects will need to be constructed in phases as development occurs. Only infrastructure to be constructed within a ten-year horizon will be considered in the calculation of these impact fees to avoid uncertainty surrounding improvements further into the future. Table 6-1 summarizes the components of projects identified in the master plan that will need to be constructed within the next ten years. Details associated with the costs used for each project are contained in the master plan.

Table 6-1
Summary of Future Water Infrastructure Projects

Name	Total Cost – 2014 Dollars	Percent to Existing	Percent to 10-yr Growth	Percent to Beyond 10 Year	Percent Project Level
PRV Improvements for Fire Flow Storage Access	$759,000	100.0%	0.0%	0.0%	0.0%
C5 - West Neck Tank - Phase 1 - Design	$150,000	65.3%	11.3%	23.4%	0.0%
C5 - West Neck Tank - Phase 2A - Tank Construction	$3,450,000	65.3%	11.3%	23.4%	0.0%
C3 - Quinn's Pump Station to PCH/Fairway Hills Tank	$385,600	32.2%	5.6%	11.5%	50.8%
C3 - Quinn's WTP to Park City Heights	$1,022,900	0.0%	0.0%	0.0%	100.0%
Park City Heights Tank	$690,000	0.0%	0.0%	0.0%	100.0%
Auxiliary Power Improvements	$172,500	65.3%	11.3%	23.4%	0.0%
C5 - West Neck Tank - Phase 2B - Pipelines	$1,414,040	65.3%	11.3%	23.4%	0.0%
SCADA System Upgrade	$1,000,000	100.0%	0.0%	0.0%	0.0%
Quinn's Treatment Plant Capacity Upgrade	$3,002,000	0.0%	23.1%	76.9%	0.0%
Quinn's Treatment Plant Dewatering Improvements	$2,509,000	33.1%	28.5%	38.4%	0.0%
C9 - Fairway Hills to Park Meadows Redundancy	$73,600	65.3%	11.3%	23.4%	0.0%
C5 - Three Kings / Silver King Pump Station	$956,100	65.3%	11.3%	23.4%	0.0%
C8 - Queen Esther Drive	$577,000	100.0%	0.0%	0.0%	0.0%
C7 - Neck Tank to Last Chance	$269,800	100.0%	0.0%	0.0%	0.0%
C1 - Quinn's WTP to Boothill - Phase 1A	$926,300	7.2%	30.3%	62.5%	0.0%
C1 - Quinn's WTP to Boothill - Phase 1B	$926,300	7.2%	30.3%	62.5%	0.0%
C2 - Quinn's WTP to Chatham	$296,300	49.2%	16.6%	34.2%	0.0%
Silver Lake Tank II	$2,012,500	65.3%	11.3%	23.4%	0.0%
Total	**$20,592,940**				

PROJECT COST ATTRIBUTABLE TO FUTURE GROWTH

To satisfy the requirements of state law, Table 6-1 provides a breakdown of the capital facility projects and the percentage of the project costs attributed to existing and future users. If applicable, the table also identifies if any of the improvements are project level improvements and will be paid for directly by development. As defined in Section 11-36-304, the impact fee facilities plan should only include “the proportionate share of the costs of public facilities [that] are reasonably related to the new development activity.” While many of the projects identified in the table are required solely to meet future growth, some projects also provide a benefit to existing users. Projects that benefit existing users include those projects addressing existing capacity needs and maintenance related projects.

For most projects, the division of costs between existing and future users is easy because 100 percent of the project costs can be attributed to one category or the other (e.g. infrastructure needed solely to serve new development can be 100 percent attributed to new growth, while projects related to existing condition or capacity deficiencies can be 100 percent attributed to existing user needs). For projects needed to address both existing deficiencies and new growth or where a higher level of service is being proposed, costs have been divided proportionally between existing and future users based on their needs in the facility. These percentages have been calculated based on flows in each facility as calculated in the hydraulic model. A few additional notes regarding specific projects are as follows:

- C1: Quinns WTP to Boothill – This replacement pipeline is being added to provide additional capacity for new growth associated with the expansion of the Quinn’s WTP. Thus, the costs of a new pipeline with capacity as required to service growth have been calculated and assigned completely to new users. However, to avoid having multiple pipelines in the same corridor, the improvement plan calls for upsizing the new pipeline and abandoning an existing pipeline in the corridor. The costs of upsizing the pipeline above what is required for growth has been assigned to existing users.
- C2: Quinns WTP to Chatham – This new pipeline will remedy an existing deficiency and provide future capacity for growth. Costs of the pipeline have been divided proportionally between existing and future users based on their use in the pipeline as calculated in the hydraulic model.
- C3: Park City Heights Pipeline and Pump Station – The pipeline associated with this project services a single development outside the historic service area. As a result, it has been identified as a project level improvement and is not included in the impact fee calculation. However, the pump station associated with this project will include some additional capacity for redundancy. This additional capacity for redundancy represents an increase in level of service, and existing users will need to pick up their portion of cost. Thus, the first 812 gpm of capacity at the pump station has been assigned completely to growth, with the remaining 788 gpm divided between existing and future users based on their respective proportions of future demand.
- C4: Spiro WTP Conveyance – This improvement is outside the ten-year window and has not been included in the impact fee facilities plan.
- C5: West Neck Tank Conveyance – This improvement is required as part of the new West Neck storage improvements. Costs have correspondingly been divide using the same ratios as calculated for the new tank.
- C6: Additional Storage Conveyance – There are no costs associated with this

improvement.

- C7: Neck Tank to Last Chance – This project is being primarily motivated by an existing deficiency and has been assigned completely to existing users.
- C8: Queen Ester Drive – This project is being primarily motivated by an existing deficiency and has been assigned completely to existing users.
- C9: Fairway Hills to Park Meadows Redundancy – This improvement has been recommended primarily to increase redundancy from Quinn's WTP. As a result it represents an increase in level of service and costs have been divided between existing and future users based on their respective proportions of future demand.
- FF and HE – Fire flow and high elevation issues identified in the master plan are proposed primarily to remedy existing deficiencies. No costs associated with these projects have been assigned to new growth.
- Park City Heights Tank – This tank services a single development outside the historic service area. As a result, this has been identified as a project level improvement and is not included in the impact fee calculation.
- Silver Lake II Tank – This new tank will remedy an existing deficiency and provide future capacity for growth. Costs of the tank have been divided proportionally between existing and future users based on their calculated use of storage.
- West Neck Tank – Division of costs for this new tank is complicated because the tank is being constructed for several purposes. It eliminates an existing deficiency in storage at Woodside, it provides capacity for future growth, and it improves operation of the system by reducing pumping costs and increasing operational flexibility. If costs of the tank were divided based on the use of storage to meet the existing deficiency vs. the use of storage for future growth, existing users would be responsible for approximately 40 percent of the cost. However, since the tank does provide a number of additional benefits to existing users, it seems prudent divide costs based on the tank providing an increased level of service. Therefore, costs have been divided between existing and future users based on their respective proportions of future demand (i.e. existing = 65.3 percent of costs).
- Quinns WTP Capacity Upgrade – This project will add an estimated 2,083 gpm (3 mgd) of capacity to the Quinns WTP. Based on projected demands, approximately 482 gpm will be used by growth in the next 10 years (23.1 percent), with the remaining capacity (1,601 gpm or 76.9 percent) being used after that.
- Quinns WTP Dewatering Improvements – This project will add dewatering facilities for both the existing 3 mgd of capacity at the Quinns WTP and the 3 mgd expansion (6 mgd or 4166 gpm of total capacity). This is being done to eliminate costs associated with discharging solids to the sewer system for treatment at the Snyderville Basin Water Reclamation Facility. Since this project will benefit all users, it represents an increased level of service and the costs have correspondingly been split proportionally based on use of total capacity. Based on projected demands, approximately 1380 gpm will be used by existing demands (33.1 percent), 1185 gpm will be used by growth in the next 10 years

(28.5 percent), with the remaining capacity (1,601 gpm or 38.5 percent) being used after that.

- PRV Improvements – Proposed PRV improvements are to remedy existing deficiencies. No costs associated with these projects have been assigned to new growth.
- SCADA System Upgrade – This project is primarily a replacement project for existing facilities and has been assigned completely to existing users.
- Auxiliary Power Improvements – These improvements represent increases in the level of service. Costs have been divided between existing and future users based on their respective proportions of future demand.

It should be noted that Table 6-1 does not include bond costs related to paying for impact fee eligible improvements. These costs should be added as part of the impact fee analysis.

PROJECT COST ATTRIBUTABLE TO 10-YEAR GROWTH

Included in Table 6-1 is a breakdown of capacity associated with growth both at full build-out and through the next 10-years. This is necessary because many of the projects identified in the table will be built with capacity to accommodate flows beyond the 10-year growth window. This has been done following the same general process as described above.

SECTION 7
ADDITIONAL CONSIDERATIONS

MANNER OF FINANCING (11-36A-302.2)

The City may fund the infrastructure identified in this IFFP through a combination of different revenue sources.

Federal and State Grants and Donations

Impact fees cannot reimburse costs funded or expected to be funded through federal grants and other funds that the District has received for capital improvements without an obligation to repay. Grants and donations are not currently contemplated in this analysis. If grants become available for constructing facilities, impact fees will need to be recalculated and an appropriate credit given. Any existing infrastructure funded through past grants will be removed from the system value during the impact fee analysis.

Bonds

None of the costs contained in this IFFP include the cost of bonding. The cost of bonding required to finance impact fee eligible improvements identified in the IFPP may be added to the calculation of the impact fee. This will be considered in the impact fee analysis.

Interfund Loans

Because infrastructure must generally be built ahead of growth, there often arise situations in which projects must be funded ahead of expected impact fee revenues. In some cases, the solution to this issue will be bonding. In others, funds from existing user rate revenue will be loaned to the impact fee fund to complete initial construction of the project and will be reimbursed later as impact fees are received. Consideration of potential interfund loans will be included in the impact fee analysis and should be considered in subsequent accounting of impact fee expenditures.

Impact Fees

It is recommended that impact fees be used to fund growth-related capital projects as they help to maintain the proposed level of service and prevent existing users from subsidizing the capital needs for new growth. Based on this IFFP, an impact fee analysis will be able to calculate a fair and legal fee that new growth should pay to fund the portion of the existing and new facilities that will benefit new development.

Developer Dedications and Exactions

Developer exactions are not the same as grants. Developer exactions may be considered in the inventory of current and future public safety infrastructure. If a developer constructs a facility or dedicates land within the development, the value of the dedication is credited against that particular developer’s impact fee liability.

If the value of the dedication/exaction is less than the development's impact fee liability, the developer will owe the balance of the liability to the District. If the value of the improvements dedicated is worth more than the development's impact fee liability, the District must reimburse the difference to the developer from impact fee revenues collected from other developments.

It should be emphasized that the concept of impact fee credits pertains to system level improvements only. For project level improvement (i.e. projects not identified in the impact fee facility plan), developers will be responsible for the construction of the improvements without credit against the impact fee.

NECESSITY OF IMPROVEMENTS TO MAINTAIN LEVEL OF SERVICE (11-36A-302.3)

According to State statute, impact fees cannot be used to correct deficiencies in the system and must be necessary to maintain the proposed level of service established for all users. Only those projects or portions of projects that are required to maintain the proposed level of service for future growth have been included in this IFFP. This will result in an equitable fee as future users will not be expected to fund any portion of the projects that will benefit existing residents.

SCHOOL RELATED INFRASTRUCTURE (11-36A-302.2)

As part of the noticing and data collection process for this plan, information was gathered regarding future school district and charter school development. Where the City is aware of the planned location of a school, required public facilities to serve the school have been included in the impact fee.

NOTICING AND ADOPTION REQUIREMENTS (11-36A-502)

The Impact Fees Act requires that entities must publish a notice of intent to prepare or modify any IFFP. If an entity prepares an independent IFFP rather than include a capital facilities element in the general plan, the actual IFFP must be adopted by enactment. Before the IFFP can be adopted, a reasonable notice of the public hearing must be published in a local newspaper at least 10 days before the actual hearing. A copy of the proposed IFFP must be made available in each public library within the City during the 10-day noticing period for public review and inspection. Utah Code requires that the City must post a copy of the ordinance in at least three places. These places may include the City offices and the public libraries within the City's jurisdiction. Following the 10-day noticing period, a public hearing will be held, after which the City may adopt, amend and adopt, or reject the proposed IFFP.

SECTION 8
IMPACT FEE CERTIFICATION (11-36A-306.1)

This report has been prepared in accordance with Utah Code Title 11 Chapter 36a (the “Impact Fees Act”), which prescribes the laws pertaining to Utah municipal capital facilities plans and impact fee analyses. The accuracy of this report relies upon the planning, engineering, and other source data, which was provided by the City and their designees.

In accordance with Utah Code Annotated, 11-36a-306(1), Bowen Collins & Associates, makes the following certification:

I certify that this impact fee facility plan:

1. Includes only the cost of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
    a. costs of operation and maintenance of public facilities;
    b. cost of qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
    c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. Complies in each relevant respect with the Impact Fees Act.

This certification is made with the following caveats:

1. All of the recommendations for implementations of the Impact Fee Facilities Plan (IFFP) made in the IFFP or in the impact fee analysis are followed in their entirety by the City.
2. If all or a portion of the IFFP or impact fee analysis is modified or amended, this certification is no longer valid.
3. All information provided in the preparation of this IFFP is assumed correct, complete, and accurate. This includes information provided by the City and outside sources.

APPENDIX
FUTURE USE OF EXCESS CAPACITY

Future Use of Excess Capacity

ID	Length (ft)	Diameter (in)	Existing Flow (gpm)	Future Flow (gpm)	Max Flow at 7 ft/sec (gpm)	% Excess Capacity	Weighting Value	Excess Capacity Weighting
11	48.91	12	0	0	2468	0.0%	$8,353	$0
21	130.43	10	448	450	1714	0.6%	$20,669	$121
25	1,352.18	12	0	0	2468	0.0%	$230,922	$0
37	58.83	12	30	14	2468	0.0%	$10,047	$0
49	134.47	14	1583	1872	3359	15.4%	$24,748	$3,816
59	1,021.66	12	1643	1648	2468	0.3%	$174,476	$528
61	120.22	12	3	5	2468	47.6%	$20,531	$9,766
65	883.99	10	259	320	1714	19.1%	$140,085	$26,757
87	2,040.63	10	679	683	1714	0.6%	$323,377	$2,055
89	1,995.40	10	679	683	1714	0.6%	$316,210	$2,009
95	122.12	10	1	1	1714	0.0%	$19,352	$0
99	473.6	12	385	737	2468	47.7%	$80,880	$38,581
103	873.58	12	446	814	2468	45.2%	$149,188	$67,479
107	215.64	12	466	834	2468	44.1%	$36,826	$16,258
111	273.28	12	151	228	2468	33.8%	$46,670	$15,784
113	204	12	143	217	2468	34.1%	$34,839	$11,872
129	581.2	12	0	0	2468	0.0%	$99,256	$0
155	311.25	12	28	28	2468	0.0%	$53,154	$19
157	178.35	12	17	17	2468	0.0%	$30,458	$0
159	195.95	12	20	20	2468	0.0%	$33,464	$0
161	753.39	16	31	31	4387	0.0%	$149,424	$0
173	468.06	10	20	25	1714	19.7%	$74,173	$14,611
175	149.18	12	1353	1260	2468	0.0%	$25,477	$0
193	455.93	10	243	1069	1714	77.3%	$72,251	$55,858
195	352.62	10	474	1208	1714	60.8%	$55,879	$33,949
213	69.34	12	2	2	2468	0.0%	$11,842	$0
215	68.59	12	1146	836	2468	0.0%	$11,714	$0
217	167.39	20	2959	309	6854	0.0%	$38,557	$0
221	138.72	10	822	821	1714	0.0%	$21,983	$0
225	2,952.19	16	1157	847	4387	0.0%	$585,524	$0
227	3,001.53	12	1738	1734	2468	0.0%	$512,593	$0
229	231.44	12	490	1428	2468	65.7%	$39,525	$25,964
231	1,204.88	20	3540	1196	6854	0.0%	$277,533	$0
233	152.56	12	2387	2440	2468	2.1%	$26,054	$558
237	1,263.45	12	2387	2440	2468	2.1%	$215,769	$4,620
239	603.22	12	2387	2440	2468	2.1%	$103,016	$2,206
241	94.07	12	2387	2440	2468	2.1%	$16,065	$344
243	1,163.37	12	2387	2440	2468	2.1%	$198,677	$4,254
247	104.2	12	2387	2440	2468	2.1%	$17,795	$381
251	42.11	12	2387	2440	2468	2.1%	$7,191	$154
255	1,566.72	10	1000	1000	1714	0.0%	$248,277	$0
259	5,203.12	10	534	533	1714	0.0%	$824,535	$0

ID	Length (ft)	Diameter (in)	Existing Flow (gpm)	Future Flow (gpm)	Max Flow at 7 ft/sec (gpm)	% Excess Capacity	Weighting Value	Excess Capacity Weighting
261	716.89	10	534	533	1714	0.0%	$113,605	$0
263	745	10	534	533	1714	0.0%	$118,060	$0
267	3,882.94	10	622	1071	1714	41.9%	$615,327	$257,863
319	619.78	10	35	69	1714	49.0%	$98,216	$48,079
337	1,688.22	12	571	571	2468	0.0%	$288,310	$0
339	2,437.33	12	429	429	2468	0.0%	$416,241	$0
341	434.44	12	429	429	2468	0.0%	$74,193	$0
343	2,907.59	12	1000	1000	2468	0.0%	$496,551	$0
347	702.61	12	44	1304	2468	96.6%	$119,990	$115,953
349	2,763.71	12	136	884	2468	84.6%	$471,979	$399,457
351	1,044.09	12	133	886	2468	85.0%	$178,307	$151,521
353	917.59	12	3	6	2468	54.3%	$156,704	$85,045
355	547.03	12	345	404	2468	14.7%	$93,420	$13,721
357	622.16	12	38	215	2468	82.2%	$106,251	$87,323
377	1,254.24	12	34	733	2468	95.3%	$214,196	$204,229
385	2,790.90	16	2110	0	4387	0.0%	$553,535	$0
393	307.91	12	1271	1271	2468	0.0%	$52,584	$0
395	25.95	12	915	913	2468	0.0%	$4,432	$0
397	22.01	12	822	821	2468	0.0%	$3,759	$0
399	62.38	12	1034	947	2468	0.0%	$10,653	$0
403	11.38	12	446	814	2468	45.2%	$1,943	$879
405	526.61	10	113	213	1714	47.3%	$83,452	$39,431
407	294.51	10	534	533	1714	0.0%	$46,671	$0
413	37.05	12	2387	2440	2468	2.1%	$6,327	$135
415	108.93	12	0	0	2468	0.0%	$18,603	$0
417	499.12	12	2387	2440	2468	2.1%	$85,238	$1,825
419	301.24	10	534	533	1714	0.0%	$47,737	$0
421	301.79	12	333	601	2468	44.5%	$51,539	$22,941
425	68.43	12	0	0	2468	0.0%	$11,686	$0
429	48.67	10	344	194	1714	0.0%	$7,713	$0
433	152.12	10	0	0	1714	0.0%	$24,106	$0
435	157.4	12	466	834	2468	44.1%	$26,880	$11,867
437	124.55	12	156	237	2468	34.0%	$21,270	$7,235
439	1,198.49	10	534	533	1714	0.0%	$189,924	$0
441	379.64	12	122	195	2468	37.8%	$64,834	$24,528
443	273.41	12	122	194	2468	37.3%	$46,692	$17,420
445	267.74	12	68	109	2468	38.1%	$45,724	$17,406
447	650.31	12	68	107	2468	37.1%	$111,058	$41,233
449	495.9	12	64	104	2468	38.3%	$84,688	$32,474
451	583.13	12	36	76	2468	52.4%	$99,585	$52,137
453	792.11	12	36	43	2468	15.6%	$135,274	$21,081
455	843.39	12	22	15	2468	0.0%	$144,032	$0
457	541.96	10	2	14	1714	83.2%	$85,884	$71,460
459	117.33	10	10	24	1714	57.9%	$18,593	$10,764

ID	Length (ft)	Diameter (in)	Existing Flow (gpm)	Future Flow (gpm)	Max Flow at 7 ft/sec (gpm)	% Excess Capacity	Weighting Value	Excess Capacity Weighting
461	512.78	10	28	43	1714	34.1%	$81,260	$27,721
465	111.88	10	10	24	1714	57.4%	$17,730	$10,175
467	504.07	10	28	28	1714	0.0%	$79,880	$0
469	658.77	10	6	6	1714	1.5%	$104,395	$1,533
471	425.38	10	42	60	1714	29.2%	$67,410	$19,672
473	259.59	10	43	63	1714	32.0%	$41,137	$13,145
475	279.76	10	45	75	1714	40.0%	$44,333	$17,736
477	355.71	10	54	85	1714	36.5%	$56,369	$20,557
479	741.39	10	0	0	1714	0.0%	$117,488	$0
487	4,734.65	10	482	397	1714	0.0%	$750,297	$0
529	252.59	10	1136	1220	1714	6.9%	$40,028	$2,774
531	119.03	10	242	268	1714	9.7%	$18,863	$1,826
535	847.25	16	2110	0	4387	0.0%	$168,040	$0
541	1,903.49	12	2387	2440	2468	2.1%	$325,073	$6,961
561	356.63	12	0	12	2468	100.0%	$60,904	$60,904
563	2,132.76	12	38	226	2468	83.1%	$364,227	$302,686
565	400	12	7	183	2468	96.3%	$68,311	$65,757
567	461.71	12	15	314	2468	95.3%	$78,850	$75,128
569	1,248.51	12	17	339	2468	95.1%	$213,217	$202,764
571	212	12	25	61	2468	58.6%	$36,205	$21,210
573	222.07	12	22	132	2468	83.5%	$37,925	$31,686
575	1,739.87	12	1	36	2468	97.3%	$297,130	$289,066
577	411.83	12	4	79	2468	95.2%	$70,331	$66,979
601	1,195.51	16	0	0	4387	0.0%	$237,112	$0
609	992.31	20	1351	5980	6854	77.4%	$228,570	$176,940
611	785.45	10	463	11	1714	0.0%	$124,470	$0
613	1,045.30	12	19	86	2468	78.1%	$178,514	$139,483
615	8.77	10	19	86	1714	78.1%	$1,390	$1,086
617	2,355.89	10	10	62	1714	83.3%	$373,336	$311,054
619	10.48	12	149	204	2468	26.9%	$1,790	$481
621	1,740.70	10	19	83	1714	77.3%	$275,847	$213,108
627	1,121.77	12	1	1216	2468	99.9%	$191,573	$191,414
635	127.2	12	67	67	2468	0.0%	$21,723	$0
649	39.77	10	248	278	1714	10.9%	$6,302	$687
651	384.38	10	250	281	1714	10.8%	$60,912	$6,579
655	24.99	10	898	890	1714	0.0%	$3,960	$0
657	1,930.23	12	1	1216	2468	99.9%	$329,640	$329,366
665	1,124.76	12	1	1216	2468	99.9%	$192,084	$191,926
671	230.21	24	1351	8656	9870	84.4%	$61,584	$51,973
675	136	10	31	65	1714	51.8%	$21,552	$11,164
763	3,894.56	20	1351	5980	6854	77.4%	$897,077	$694,443
785	145.15	12	0	0	2468	0.0%	$24,788	$0
787	393.53	20	1351	5980	6854	77.4%	$90,646	$70,171
789	134	12	1	1459	2468	99.9%	$22,884	$22,868

ID	Length (ft)	Diameter (in)	Existing Flow (gpm)	Future Flow (gpm)	Max Flow at 7 ft/sec (gpm)	% Excess Capacity	Weighting Value	Excess Capacity Weighting
791	290.12	12	0	0	2468	0.0%	$49,546	$0
793	1,704.55	12	1	1459	2468	99.9%	$291,099	$290,899
231B	283.72	16	1152	1244	4387	7.4%	$56,272	$4,145
P-100	537.37	12	867	772	2468	0.0%	$91,771	$0
P-1000	105	12	423	424	2468	0.2%	$17,932	$36
P101	573.79	10	679	683	1714	0.6%	$90,928	$576
P-101	260.46	10	144	108	1714	0.0%	$41,275	$0
P-1022	49.63	12	87	88	2468	1.5%	$8,476	$126
P-1026	146.55	12	253	253	2468	0.0%	$25,027	$0
P-103	132.44	10	251	191	1714	0.0%	$20,988	$0
P-1034	59.93	12	867	772	2468	0.0%	$10,235	$0
P-1040	221.45	12	1159	1064	2468	0.0%	$37,819	$0
P-1050	82.07	10	206	137	1714	0.0%	$13,006	$0
P-1054	148.4	10	211	141	1714	0.0%	$23,517	$0
P-1056	168.23	10	223	154	1714	0.0%	$26,659	$0
P-1057	134.85	10	101	68	1714	0.0%	$21,370	$0
P-106	1,054.16	10	41	47	1714	12.0%	$167,052	$20,035
P107	125.17	10	679	683	1714	0.6%	$19,836	$126
P-107	494.55	12	41	35	2468	0.0%	$84,458	$0
P-109	145.79	10	277	217	1714	0.0%	$23,103	$0
P-1090	99.08	10	463	385	1714	0.0%	$15,701	$0
P-110	72.8	10	192	282	1714	31.7%	$11,537	$3,660
P-1121	768.69	10	190	263	1714	27.9%	$121,814	$33,926
P-113	402.92	10	86	130	1714	33.9%	$63,850	$21,626
P-1130	358.95	10	166	203	1714	18.2%	$56,883	$10,367
P-114	742.53	10	90	138	1714	34.6%	$117,668	$40,686
P-116	821.99	10	67	112	1714	40.3%	$130,260	$52,469
P117	55.37	12	607	662	2468	8.4%	$9,456	$793
P-118	67.63	10	190	271	1714	30.1%	$10,717	$3,222
P119	351.27	10	342	303	1714	0.0%	$55,666	$0
P-119	338.23	10	190	271	1714	30.1%	$53,599	$16,117
P-1196	207.56	10	1643	1648	1714	0.3%	$32,892	$100
P-1198	190.77	10	61	102	1714	40.1%	$30,231	$12,115
P-121	862.36	10	190	271	1714	30.1%	$136,658	$41,093
P-122	1,322.25	10	168	229	1714	26.6%	$209,536	$55,633
P-124	786.02	12	33	43	2468	24.3%	$134,234	$32,553
P127	395.37	12	1363	984	2468	0.0%	$67,520	$0
P129	706.87	12	11	15	2468	27.7%	$120,717	$33,492
P-1292	178.67	10	1178	1182	1714	0.3%	$28,314	$87
P-1301	144.21	10	1179	1182	1714	0.3%	$22,853	$71
P131	453.23	12	15	21	2468	27.7%	$77,401	$21,464
P-136	95.18	10	88	134	1714	34.0%	$15,083	$5,122
P137	401.96	10	13	28	1714	52.3%	$63,698	$33,322
P-1372	139.3	10	61	102	1714	40.1%	$22,075	$8,856

ID	Length (ft)	Diameter (in)	Existing Flow (gpm)	Future Flow (gpm)	Max Flow at 7 ft/sec (gpm)	% Excess Capacity	Weighting Value	Excess Capacity Weighting
P-139	145.38	10	1643	1648	1714	0.3%	$23,038	$70
P-1393	65.49	10	0	0	1714	0.0%	$10,378	$0
P-1394	351.01	10	73	113	1714	36.0%	$55,624	$20,038
P-140	205.01	10	1320	1324	1714	0.3%	$32,488	$111
P141	1,061.41	10	59	96	1714	38.3%	$168,201	$64,349
P-141	4,024.03	10	1643	1648	1714	0.3%	$637,685	$1,931
P-142	112.4	10	609	602	1714	0.0%	$17,812	$0
P-143	591.89	10	476	483	1714	1.6%	$93,796	$1,484
P-1430	308.75	10	656	667	1714	1.6%	$48,927	$792
P-1436	500.4	10	687	698	1714	1.5%	$79,298	$1,228
P-1437	352.5	10	710	721	1714	1.5%	$55,860	$837
P-144	470.87	10	830	822	1714	0.0%	$74,618	$0
P-1440	253.89	10	861	855	1714	0.0%	$40,234	$0
P-1442	163.66	10	873	866	1714	0.0%	$25,935	$0
P-146	67.12	10	42	72	1714	41.5%	$10,636	$4,419
P-1480	162.69	10	840	833	1714	0.0%	$25,781	$0
P-156	167.07	10	170	249	1714	31.8%	$26,475	$8,426
P-167	270.24	10	63	48	1714	0.0%	$42,825	$0
P-168	989.85	10	52	35	1714	0.0%	$156,861	$0
P-180	987.34	12	340	341	2468	0.2%	$168,615	$317
P-190	731.89	12	36	36	2468	0.0%	$124,990	$0
P-1908	373.26	10	61	102	1714	40.1%	$59,150	$23,702
P-1920	333.06	12	1036	959	2468	0.0%	$56,879	$0
P-1954	697.79	12	1140	1098	2468	0.0%	$119,167	$0
P-1956	350.62	12	972	916	2468	0.0%	$59,878	$0
P-1962	554.59	12	670	731	2468	8.4%	$94,711	$7,909
P197	1,585.58	12	33	367	2468	91.0%	$270,781	$246,405
P199	1,324.68	10	1	36	1714	97.3%	$209,921	$204,224
P201	3,369.27	10	1643	1648	1714	0.3%	$533,926	$1,617
P-201	407.81	12	150	164	2468	8.8%	$69,645	$6,103
P203	123.45	10	1643	1648	1714	0.3%	$19,563	$59
P-203	225.04	10	150	164	1714	8.8%	$35,662	$3,126
P-204	73.83	10	15	80	1714	81.8%	$11,700	$9,573
P-205	1,438.32	10	688	749	1714	8.2%	$227,930	$18,640
P-2056	384.14	10	132	81	1714	0.0%	$60,874	$0
P-206	346.86	10	699	760	1714	8.1%	$54,967	$4,447
P-207	811.23	10	733	798	1714	8.2%	$128,555	$10,517
P-208	124.29	10	364	393	1714	7.4%	$19,696	$1,461
P-215	399.9	10	370	399	1714	7.3%	$63,372	$4,628
P-2150	146.29	10	378	407	1714	7.2%	$23,182	$1,660
P-216	157.45	10	1043	1127	1714	7.5%	$24,951	$1,876
P-217	2,214.44	10	1082	1167	1714	7.3%	$350,921	$25,661
P-2211	155.21	10	0	0	1714	0.0%	$24,596	$0
P-2229	540.23	12	679	683	2468	0.6%	$92,259	$585

ID	Length (ft)	Diameter (in)	Existing Flow (gpm)	Future Flow (gpm)	Max Flow at 7 ft/sec (gpm)	% Excess Capacity	Weighting Value	Excess Capacity Weighting
P-224	420.63	10	1210	1301	1714	7.0%	$66,657	$4,677
P-226	262.47	10	1184	1275	1714	7.2%	$41,593	$2,978
P-227	261.96	10	1127	1211	1714	6.9%	$41,513	$2,864
P-2275	977.47	10	679	683	1714	0.6%	$154,899	$982
P-229	653.08	10	1140	1225	1714	6.9%	$103,493	$7,173
P-2311	100.99	10	1069	1124	1714	4.9%	$16,004	$784
P-240	936.76	10	664	720	1714	7.7%	$148,448	$11,467
P-2400	487.08	12	5	9	2468	38.0%	$83,182	$31,571
P-2404	164.23	14	2215	2355	3359	5.9%	$30,225	$1,796
P-241	493.42	10	637	692	1714	8.0%	$78,192	$6,279
P-251	153.47	10	679	683	1714	0.6%	$24,320	$154
P-252	300.64	10	72	21	1714	0.0%	$47,642	$0
P-253	477.06	10	52	19	1714	0.0%	$75,599	$0
P-255	82.62	10	126	75	1714	0.0%	$13,093	$0
P-256	1,344.82	10	135	84	1714	0.0%	$213,113	$0
P27	19.81	20	1351	5980	6854	77.4%	$4,563	$3,532
P-275	1,263.79	10	679	683	1714	0.6%	$200,272	$1,270
P-277	629.13	10	61	102	1714	40.1%	$99,698	$39,954
P-282	286.31	12	1361	977	2468	0.0%	$48,895	$0
P-307	1,927.98	12	1355	1262	2468	0.0%	$329,255	$0
P-309	537.43	10	202	147	1714	0.0%	$85,166	$0
P-310	905.18	10	828	973	1714	14.8%	$143,443	$21,276
P-317	435.55	10	235	246	1714	4.5%	$69,021	$3,124
P-320	461.16	10	18	25	1714	27.1%	$73,080	$19,820
P-324	391.08	10	21	44	1714	53.1%	$61,974	$32,901
P-327	875.53	10	267	279	1714	4.3%	$138,745	$5,969
P-33	365.39	14	2215	2357	3359	6.0%	$67,247	$4,057
P-330	1,937.57	10	866	806	1714	0.0%	$307,045	$0
P-3308	84.11	12	898	890	2468	0.0%	$14,364	$0
P-331	170.66	12	41	29	2468	0.0%	$29,145	$0
P-341	440.89	10	187	193	1714	3.3%	$69,868	$2,283
P-356	1,161.43	12	1626	1400	2468	0.0%	$198,346	$0
P-360	398.73	10	1936	1589	1714	0.0%	$63,186	$0
P-364	111.63	14	233	276	3359	15.5%	$20,545	$3,191
P-367	741.99	10	370	1312	1714	71.8%	$117,583	$84,396
P-369	242.83	10	398	1284	1714	69.0%	$38,481	$26,550
P-372	335	10	321	1113	1714	71.2%	$53,087	$37,786
P-373	263.22	10	493	1189	1714	58.5%	$41,712	$24,414
P-375	475.22	12	14	14	2468	0.0%	$81,157	$0
P-377	285.11	16	28	28	4387	0.0%	$56,547	$21
P-378	812.31	16	38	38	4387	0.0%	$161,110	$0
P-379	180.96	16	9	9	4387	0.0%	$35,891	$0
P-380	186.74	12	82	82	2468	0.0%	$31,891	$4
P-397	562.73	12	380	658	2468	42.2%	$96,102	$40,543

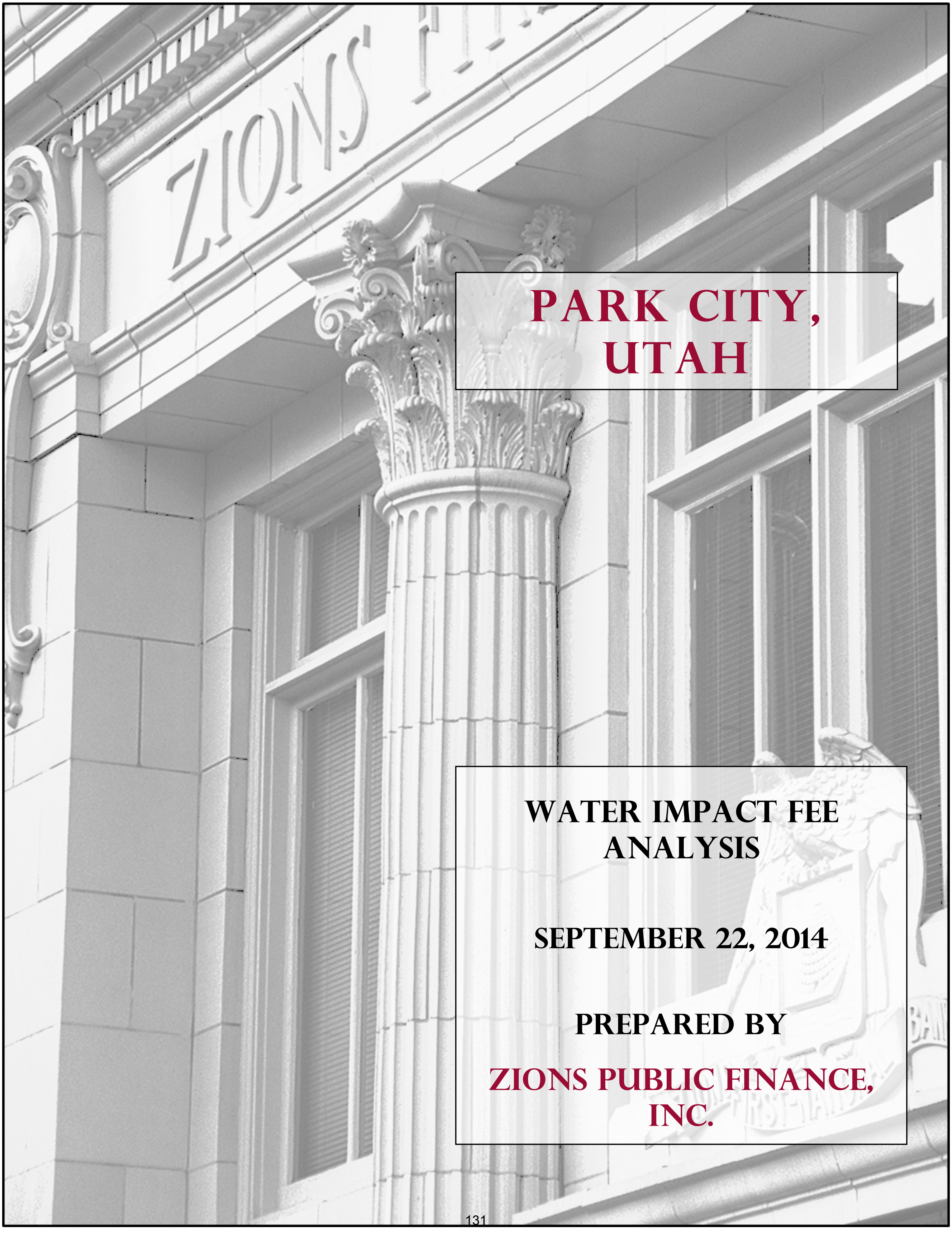
ID	Length (ft)	Diameter (in)	Existing Flow (gpm)	Future Flow (gpm)	Max Flow at 7 ft/sec (gpm)	% Excess Capacity	Weighting Value	Excess Capacity Weighting
P-405	1,246.58	10	825	835	1714	1.3%	$197,545	$2,582
P-418	360.04	10	825	835	1714	1.3%	$57,055	$746
P-429	1,246.74	12	679	683	2468	0.6%	$212,915	$1,350
P-433	2,133.89	12	1398	1235	2468	0.0%	$364,420	$0
P-437	1,864.69	14	392	520	3359	24.5%	$343,180	$84,226
P-448	47.41	10	248	205	1714	0.0%	$7,513	$0
P-497	36.9	10	8	13	1714	36.5%	$5,848	$2,133
P-501	440.19	10	9	17	1714	45.2%	$69,757	$31,560
P-514	70.96	12	73	72	2468	0.0%	$12,118	$0
P-518	1,171.23	10	62	72	1714	13.3%	$185,604	$24,621
P-519	128.97	10	42	52	1714	18.3%	$20,438	$3,736
P-525	353.38	12	657	674	2468	2.6%	$60,349	$1,547
P-529	814.06	12	637	694	2468	8.2%	$139,023	$11,375
P-530	102.64	12	762	609	2468	0.0%	$17,529	$0
P-535	282.99	12	0	0	2468	0.0%	$48,328	$0
P-553	48.99	12	709	413	2468	0.0%	$8,366	$0
P-554	351.1	12	712	416	2468	0.0%	$59,960	$0
P-555	402.02	12	685	646	2468	0.0%	$68,656	$0
P-556	617.19	10	30	30	1714	0.0%	$97,806	$0
P-56	716.6	10	128	214	1714	40.2%	$113,559	$45,631
P-568	176.53	12	1761	1614	2468	0.0%	$30,147	$0
P-569	386.18	12	626	826	2468	24.2%	$65,951	$15,943
P-582	862.73	12	0	0	2468	0.0%	$147,335	$0
P-587	375.88	14	1579	1867	3359	15.5%	$69,177	$10,690
P-589	510.77	14	1584	789	3359	0.0%	$94,003	$0
P-590	955.89	14	1583	790	3359	0.0%	$175,923	$0
P-594	110.26	12	662	184	2468	0.0%	$18,830	$0
P-595	135.23	12	662	184	2468	0.0%	$23,094	$0
P-598	101.17	10	358	452	1714	20.8%	$16,032	$3,331
P-6001	456.77	14	315	377	3359	16.6%	$84,065	$13,996
P-605	448.52	12	0	73	2468	100.0%	$76,597	$76,597
P61	10.75	12	0	0	2468	0.0%	$1,836	$0
P-622	111.81	10	358	448	1714	20.1%	$17,718	$3,559
P63	10.99	12	0	0	2468	0.0%	$1,877	$0
P-630	619.24	14	398	492	3359	19.1%	$113,966	$21,770
P-632	325.8	14	581	738	3359	21.3%	$59,961	$12,787
P-633	221.67	16	937	1163	4387	19.4%	$43,965	$8,535
P-634	1,316.63	16	1126	1387	4387	18.8%	$261,135	$49,035
P-636	34.15	10	358	448	1714	20.1%	$5,412	$1,087
P-639	492.82	12	302	361	2468	16.4%	$84,162	$13,840
P-643	298.53	12	271	330	2468	18.0%	$50,982	$9,158
P-645	522.97	12	430	524	2468	17.9%	$89,311	$16,018
P-649	597.95	10	407	501	1714	18.7%	$94,757	$17,762
P65	51.5	10	278	157	1714	0.0%	$8,161	$0

ID	Length (ft)	Diameter (in)	Existing Flow (gpm)	Future Flow (gpm)	Max Flow at 7 ft/sec (gpm)	% Excess Capacity	Weighting Value	Excess Capacity Weighting
P-651	453.67	10	372	466	1714	20.2%	$71,893	$14,505
P-653	189.26	14	582	739	3359	21.3%	$34,832	$7,413
P-6535	237.93	14	588	755	3359	22.1%	$43,789	$9,657
P-6550	12.2	16	1126	1387	4387	18.8%	$2,420	$454
P-6560	97.24	16	1126	1387	4387	18.8%	$19,286	$3,622
P-662	1,046.41	10	150	133	1714	0.0%	$165,824	$0
P-663	400.19	10	158	144	1714	0.0%	$63,418	$0
P-6631	142.72	14	581	736	3359	21.2%	$26,266	$5,562
P-6644	95.95	10	430	524	1714	17.9%	$15,205	$2,727
P-67	1,656.56	10	124	105	1714	0.0%	$262,514	$0
P-700	75.25	10	637	694	1714	8.2%	$11,925	$977
P-706	168.63	16	238	688	4387	65.5%	$33,445	$21,903
P-707	94.09	16	230	696	4387	66.9%	$18,661	$12,492
P73	46.91	10	161	196	1714	17.7%	$7,434	$1,313
P-735	212.46	16	1351	3319	4387	59.3%	$42,138	$24,986
P-74	101.01	10	5	5	1714	0.0%	$16,007	$0
P75	454.67	10	172	206	1714	16.8%	$72,051	$12,092
P-757	133.79	10	429	1735	1714	75.0%	$21,202	$15,895
P-761	71.69	10	358	448	1714	20.1%	$11,361	$2,282
P-767	39.23	10	358	451	1714	20.5%	$6,217	$1,277
P77	663.51	10	172	206	1714	16.8%	$105,146	$17,646
P-77	734.08	10	73	113	1714	36.0%	$116,329	$41,907
P-773	524.03	10	851	1409	1714	39.6%	$83,043	$32,881
P-7735	229.55	14	192	2099	3359	90.8%	$42,247	$38,380
P-774	163.3	16	257	733	4387	65.0%	$32,388	$21,043
P-78	371.31	10	80	122	1714	34.3%	$58,841	$20,164
P-788	1,267.51	10	259	206	1714	0.0%	$200,861	$0
P-7880	721.5	10	241	179	1714	0.0%	$114,336	$0
P79	632.15	10	172	206	1714	16.8%	$100,176	$16,811
P-79	423.89	10	79	121	1714	34.5%	$67,174	$23,203
P-790	886.39	10	97	1704	1714	94.3%	$140,466	$132,449
P-791	419.08	10	157	2064	1714	90.8%	$66,411	$60,315
P-792	426.6	10	504	1695	1714	70.2%	$67,603	$47,490
P-793	810.35	10	354	362	1714	2.2%	$128,416	$2,866
P-796	2,908.84	14	2215	2357	3359	6.0%	$535,347	$32,296
P-798	399.3	10	96	31	1714	0.0%	$63,277	$0
P-8012	278.89	12	205	459	2468	55.4%	$47,628	$26,376
P-8018	335.83	12	270	522	2468	48.4%	$57,352	$27,744
P-802	1,240.00	12	623	145	2468	0.0%	$211,764	$0
P-8030	506.22	12	180	420	2468	57.3%	$86,451	$49,508
P-8037	222.39	10	69	57	1714	0.0%	$35,242	$0
P-804	623.44	10	29	398	1714	92.7%	$98,796	$91,616
P-805	301	10	657	1286	1714	48.9%	$47,699	$23,338
P-806	913.14	10	616	876	1714	29.7%	$144,705	$42,969

ID	Length (ft)	Diameter (in)	Existing Flow (gpm)	Future Flow (gpm)	Max Flow at 7 ft/sec (gpm)	% Excess Capacity	Weighting Value	Excess Capacity Weighting
P-807	1,024.61	10	629	907	1714	30.6%	$162,369	$49,690
P-809	450.05	10	453	669	1714	32.2%	$71,319	$22,964
P81	111.71	10	189	224	1714	15.5%	$17,703	$2,740
P-813	844.15	10	8	56	1714	85.6%	$133,772	$114,550
P-816	868.36	10	42	23	1714	0.0%	$137,608	$0
P-817	166.37	12	69	57	2468	0.0%	$28,412	$0
P83	1,001.14	10	15	15	1714	0.0%	$158,650	$0
P-833	439.85	10	61	492	1714	87.6%	$69,703	$61,050
P-834	841.36	10	215	321	1714	32.8%	$133,330	$43,707
P-843	444.72	10	321	117	1714	0.0%	$70,474	$0
P85	521.88	10	7	7	1714	0.0%	$82,702	$0
P-853	706.59	12	484	181	2468	0.0%	$120,670	$0
P-855	746.2	12	502	199	2468	0.0%	$127,434	$0
P-859	1,585.64	12	1271	1271	2468	0.0%	$270,791	$2
P87	205.43	10	38	11	1714	0.0%	$32,554	$0
P-873	372.31	10	56	58	1714	3.6%	$59,000	$2,141
P-8806	246.78	10	630	907	1714	30.6%	$39,107	$11,963
P-887	991.22	10	358	412	1714	13.0%	$157,078	$20,494
P-8871	493.97	10	80	86	1714	6.7%	$78,279	$5,263
P-8873	294.02	10	97	105	1714	7.8%	$46,593	$3,653
P-8875	317.94	10	113	122	1714	7.8%	$50,384	$3,909
P-8877	1,157.18	10	135	146	1714	7.3%	$183,377	$13,359
P-890	2,031.28	10	622	1071	1714	41.9%	$321,895	$134,896
P-892	164.05	10	8	8	1714	0.0%	$25,997	$0
P-894	278.96	10	251	250	1714	0.0%	$44,207	$0
P-895	84.36	10	283	283	1714	0.0%	$13,368	$0
P-896	414.65	10	258	266	1714	3.2%	$65,709	$2,119
P-897	419.94	10	232	240	1714	3.6%	$66,548	$2,380
P-901	1,171.13	10	473	318	1714	0.0%	$185,588	$0
P-903	545.27	12	533	261	2468	0.0%	$93,120	$0
P-904	347.16	12	544	272	2468	0.0%	$59,287	$0
P93	290.27	10	106	82	1714	0.0%	$45,999	$0
P-93	79.78	10	42	61	1714	31.2%	$12,643	$3,946
P-932	139.83	10	622	350	1714	0.0%	$22,159	$0
P-933	892.58	10	622	350	1714	0.0%	$141,447	$0
P-934	407.81	10	361	358	1714	0.0%	$64,625	$0
P-9350	708.5	10	339	330	1714	0.0%	$112,275	$0
P-9351	362.66	10	217	209	1714	0.0%	$57,470	$0
P-9353	1,384.60	10	103	100	1714	0.0%	$219,417	$0
P-9354	747.89	12	79	69	2468	0.0%	$127,723	$0
P-9355	1,129.25	10	46	26	1714	0.0%	$178,951	$0
P-942	402.93	10	285	287	1714	0.8%	$63,852	$514
P95	95.06	10	283	223	1714	0.0%	$15,064	$0
P-950	29.86	12	1146	836	2468	0.0%	$5,099	$0

ID	Length (ft)	Diameter (in)	Existing Flow (gpm)	Future Flow (gpm)	Max Flow at 7 ft/sec (gpm)	% Excess Capacity	Weighting Value	Excess Capacity Weighting
P-951	829.08	10	1000	1000	1714	0.0%	$131,384	$0
P-952	136.6	12	434	420	2468	0.0%	$23,328	$0
P-953	456.12	10	427	413	1714	0.0%	$72,281	$0
P-955	694.12	10	417	403	1714	0.0%	$109,997	$0
P-957	689.69	10	25	26	1714	3.8%	$109,295	$4,122
P-959	204.37	10	0	0	1714	0.0%	$32,386	$0
P-961	434.12	12	2	2	2468	0.5%	$74,138	$384
P-962	422.11	12	2	2	2468	0.5%	$72,087	$392
P-964	247.51	10	0	0	1714	0.0%	$39,223	$0
P97	183.55	10	22	103	1714	79.0%	$29,087	$22,991
P-970	393.78	10	254	272	1714	6.8%	$62,402	$4,268
P-973	104.56	10	140	98	1714	0.0%	$16,570	$0
P-974	226.33	10	140	98	1714	0.0%	$35,866	$0
P-987	351.97	10	664	1293	1714	48.7%	$55,776	$27,140
P-988	466.55	10	354	362	1714	2.2%	$73,934	$1,650
P-990	705.61	12	795	642	2468	0.0%	$120,502	$0
P-991	1,248.44	12	35	34	2468	0.0%	$213,205	$0
P-993	199.05	20	1314	642	6854	0.0%	$45,849	$0
P-J655.1	28.43	12	345	404	2468	14.7%	$4,855	$713
Total	**247,095.0**						**$41,472,634**	**$9,496,475**

Total Future Use of Excess Capacity =	**22.9%**
10-year Use of Excess Capacity =	**7.5%**
Use of Excess Capacity Beyond 10 years =	**15.4%**



PARK CITY, UTAH

WATER IMPACT FEE ANALYSIS

SEPTEMBER 22, 2014

PREPARED BY

ZIONS PUBLIC FINANCE, INC.

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EXECUTIVE SUMMARY

Park City Municipal Corporation, Utah (the City) recently commissioned Zions Public Finance, Inc. (ZPFi) to calculate the City's culinary water impact fees in accordance with Utah State Law. An impact fee is a one-time charge to new development to reimburse the City for the cost of developing new culinary water system capacity that will allow development to occur. In conjunction with this project, Bowen Collins & Associates (BC&A) prepared the *Park City Water Impact Fee Facilities Plan* (IFFP) dated July 2014.

The water system serves indoor water use and outdoor watering demand for all retail water service within Park City corporate boundaries. It is expected that the system will continue to expand, but that it will not extend beyond the City's current annexation boundaries. The culinary water impact fee will be assessed to a single, city-wide service area (Service Area). The demand projections are based on a variety of level of service standards with peak day demand gallons per minute (GPM) providing the primary basis for the calculations.

The City has expended approximately $96,024,833 to construct culinary water production, storage, treatment, and transmission improvements and will need to build another $20,881,469 (FV) in the next ten years. Many of these projects have capacity to allow new growth to connect to a safe and reliable culinary water system. There are currently eight outstanding bonds related to the culinary water system and six additional bonds are anticipated to be issued to fund culinary water system improvements within the next ten years. Any changes to these assumptions may require an update to the culinary water impact fee analysis.

Many of the culinary water facilities have adequate capacity to serve many more years of growth. On average, approximately 11% of the existing infrastructure cost ($10,365,274) has capacity to serve ten year growth and roughly 12% of the future project costs to be constructed in the next ten years ($2,563,475) will be allocated to growth.

Since much of Park City's population is affected by seasonal, tourist, and daytime worker populations, it was deemed more appropriate to develop water demand projections based on the growth in GPM demand rather than growth in permanent population. The City's culinary water system currently serves 6,835 GPM demand. The estimated demand for buildout is 10,465 GPM.

Recommended Water Impact Fees

The recommended impact fee structure presented in this analysis has been prepared to satisfy the Impact Fees Act, Utah Code Ann. § 11-36-101 et. seq., and represents the maximum culinary water impact fees that the City may assess within the Service Area. The City will be required to use other revenue sources to fund projects identified in the IFFP that constitute repair and replacement, cure any existing deficiencies, increase the level of service or maintain the level of service for existing users.

The following tables show the maximum legal culinary water impact fee that the City can assess per GPM demand.

FIGURE ES.1: FEE PER GPM DEMAND

Component	Impact Fee per GPM	
Production Subtotal	$	5,511.67
Treatment Subtotal		6,994.74
Storage Subtotal		1,434.03
Transmission Subtotal		2,596.74
Professional Services/Credits Subtotal		42.19
Total Impact Fee	**$**	**16,579.38**

Figure ES.2 and ES.3 below is included to help a future user estimate the impact fee for their development. It is included as a reference. Each impact fee will be calculated based on yard area (irrigated sq. ft.) for outdoor water usage and that fee will be combined with the indoor fee which is based upon unit size (sq. ft.).

FIGURE ES.2: MAXIMUM INDOOR IMPACT FEE SCHEDULE

Unit Size (Sq. Ft.)		Peak Day	1 Gpm (Gal)	Gpm Demand	Proposed Fee	
-	1,000	298	1,440	0.2067	$	3,428
1,001	2,000	400	1,440	0.2776		4,602
2,001	3,000	539	1,440	0.3740		6,200
3,001	4,000	687	1,440	0.4771		7,910
4,001	5,000	817	1,440	0.5671		9,403
5,001+		983	1,440	0.6829		11,322

FIGURE ES.3: MAXIMUM OUTDOOR IMPACT FEE SCHEDULE

Yard Area (Irrigated Sq Ft)	Peak Day Gallons	1 Gpm (Gal)	Gpm Demand	Proposed Fee	
Calculated Per 1,000 Sq Ft	138.8	1,440	0.096	$	1,598

For a non-residential development the fee will be based on outdoor yard area as calculated in Figure ES.3 and the indoor demand will be calculated by property type according to the schedule in Figure ES.4.

FIGURE ES.4: NON-RESIDENTIAL IMPACT FEE SCHEDULE

Property Type	Gallons per Unit	GPM per Unit	Floor Area per Unit	Fee per Unit
Assembly				
Restaurant, Bar including decks	35	0.0243	7	402.97
Theater, Auditorium, Church	5	0.0035	7	57.57
Office	15	0.0104	100	172.70
Educational				
Classroom	25	0.0174	20	$ 287.84
Shop/Vocational	25	0.0174	50	287.84
Exercise Area	25	0.0174	50	287.84
Hotel/Motel	150	0.1042	580	1,727.02
Industrial	Calculated	Calculated		Calculated
Institutional				
Inpatient Treatment	250	0.1736	240	$ 2,878.36
Outpatient Treatment	5	0.0035		Calculated
Sleeping Area	5	0.0035		Calculated
Other	Calculated	Calculated		Calculated
Retail	10	0.0069	60	115.13
Swimming Pool or Skating Rink				
Rink or Pool Area	10	0.0069		$ 115.13
Decks	Calculated	Calculated		Calculated
Warehouse	Calculated	Calculated		Calculated
Parking Garage	Calculated	Calculated		Calculated
Government	Calculated	Calculated		Calculated
Library				
Reading Area	Calculated	Calculated		Calculated
Stack Area	Calculated	Calculated		Calculated

Figure ES.5 provides a calculation of the impact fee for a non-standard user that may not fit the schedule found in the previous tables. It is at the City's discretion if the non-standard calculation will be used.

FIGURE ES.5: CALCULATION OF NON-STANDARD CULINARY WATER IMPACT FEE

Non-Standard Users Impact Fee Formula
Step 1: Identify Estimated Peak Day GPM Demand of Proposed Development Step 2: Multiply Equivalent Peak Day GPMs by Impact Fee per GPM of $16,579.38

CHAPTER 1: OVERVIEW OF THE CULINARY WATER IMPACT FEES

What is an Impact Fee?

An impact fee is a one-time fee, not a tax, charged to new development to recover the City's cost of constructing water facilities with capacity that will be utilized by new growth. The fee is assessed at the time of building permit issuance as a condition of development approval. The calculation of the impact fee must strictly follow the Impact Fees Act to ensure that the fee is equitable, fair, and legally defensible.

This analysis provides documentation that there is a fair comparison, or rational nexus, between the impact fee charged to new development and the impact on the capacity of the system. Impact fees are charged to different types of development and the water impact fee is scaled according to different levels of water demand.

Why Assess an Impact Fee?

Until new development utilizes the full capacity of existing facilities the City can assess an impact fee to recover its cost of latent capacity available to serve future development. The general impact fee methodology divides the available capacity of existing and future capital projects between the number of existing and future users. Capacity is measured in terms of gallon per minute demand, or GPM.

What Costs Can and Cannot be Included in the Impact Fee?

The impact fees proposed in this analysis are calculated based upon:

- New capital infrastructure for water production, treatment, storage, and transmission;
- Professional and planning expenses related to the construction of new infrastructure; and
- Historic costs of existing improvements that will serve new development.

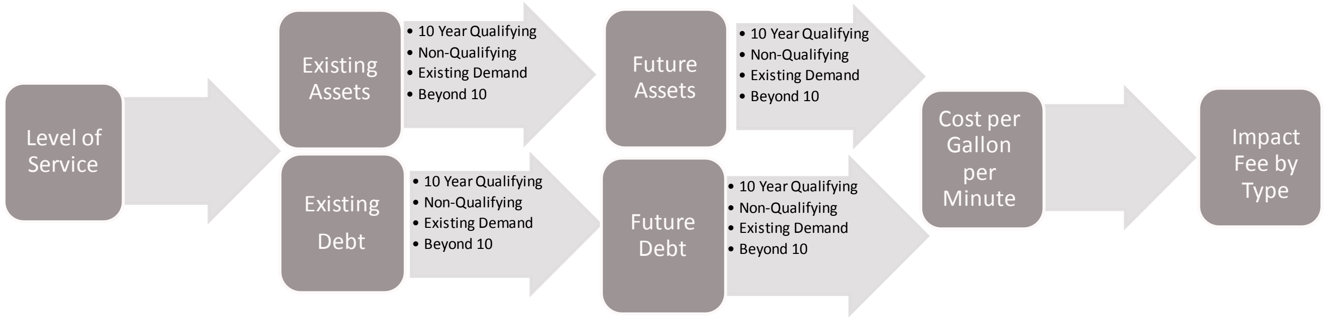
The costs that cannot be included in the impact fee are as follows:

- Projects that cure existing deficiencies for existing users;
- Projects that increase the level of service above that which is currently provided;
- Operations and maintenance costs;
- Costs of facilities funded by grants or other funds that the City does not have to repay; and
- Costs of reconstruction of facilities that do not have capacity to serve new growth.

How Are the Impact Fees Calculated?

A fair impact fee is calculated by dividing the cost of existing and future facilities by new demand that will benefit from the unused capacity. This cost per GPM demand is then multiplied by the fee per GPM. The chart below provides an overview of the impact fee calculation process.

FIGURE 1.1: IMPACT FEE CALCULATION FLOW CHART



Description of the Service Area

The culinary water system is comprised of a combination of wells, storage and transmission facilities that will provide indoor and outdoor potable water for homes and businesses located in Park City. The culinary water system service area is the same as the incorporated City boundaries. A map of this service area is included in the Appendix.

In the next ten years the City anticipates a capacity upgrade to Quinn's Treatment Plant, constructing two tanks and a number of transmission lines all with capacity to serve new growth.

Peak Day Demand (GPM)

Water infrastructure has to be sized to be adequate to meet peak day demand. The primary measurement used for water improvement sizing and capacity evaluations in this analysis is future water demand expressed in gallons per minute.

Project Costs and Financing

The proposed impact fees are comprised of the costs of future water capital projects that benefit additional development within the Service Area, and professional expenses pertaining to the regular update of the IFFP and impact fee analysis. During the 10 year planning horizon of this analysis the City will be issuing approximately six impact fee qualifying bonds to help fund the projects. It is anticipated that these bonds could fund up to 60% of the annual impact fee qualifying project costs.

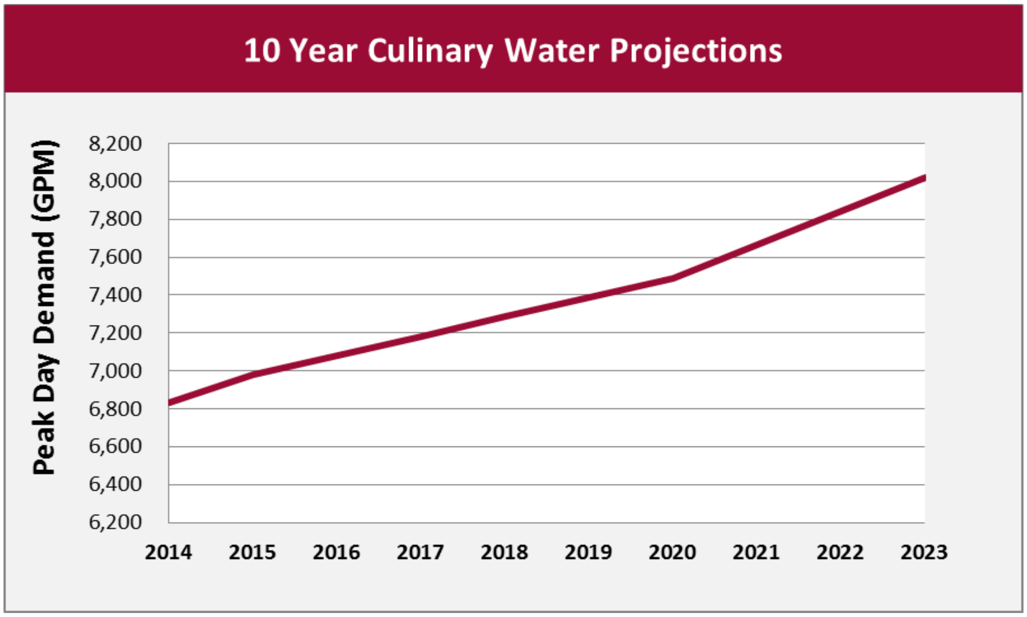
CHAPTER 2: IMPACT FROM GROWTH UPON THE CITY'S FACILITIES AND LEVEL OF SERVICE

Future Water Demand within the Service Area

Water demand within the City will increase as development activity rebounds and homes and businesses are built. Currently there are 6,835 Peak Day Demand by Gpm and the buildout count for the service area is estimated to be 10,465. Throughout the impact fee analysis a 10 year growth window will be the basis for the impact fee calculation. Figure 2.1 shows the growth in peak day demand through 2023.

FIGURE 2.1: PROJECTED GROWTH IN DEMAND (GPM)

Year	Peak Day Demand (gpm)
2014	**6,835**
2015	6,980
2016	7,082
2017	7,183
2018	7,285
2019	7,386
2020	7,488
2021	7,665
2022	7,843
2023	**8,020**
2030	9,470
2040	10,288
2050	10,390
Buildout	**10,465**



Level of Service Analysis

The level of service standard is established in the IFFP and reflects City policies. This is a defensible level of service that has been recently and clearly established. It is anticipated that this level of service will be perpetuated into the future. However, the City has the right to increase this established level of service in the future by constructing facilities that will provide greater capacity but such level of service increases cannot be funded through impact fees. The City will have to find other funding sources, such as user rates, for projects that increase level of service.

Storage Level of Service

Storage must be adequate to meet the average observed fluctuations in each zone within the City with a safety factory of 2.0. Storage is based on operational/equalization storage, fire flow storage and emergency or standby storage.

The State Division of Drinking Water requires a minimum sizing of 400 gallons per day for indoor demands. In addition to this there must be adequate fire flow capacity to deliver 1,500 gallons per minute for two hours (180,000 gallons) for residential units and for the Old Town area the requirement goes up to 3,000 GPM for 3 hours (540,000 gallons) due to large commercial connections.

Production Level of Service

Production must be adequate to satisfy the demand on both an annual and peak day basis. Culinary water is used for both indoor use and outdoor watering and production capacity. Culinary water must be sufficient to meet indoor and outdoor demand and account for limitations in supply such changes in seasonal supply or the effects of dry years.

Treatment Level of Service

Treatment level of service generally follows the same requirements as production and must satisfy both annual and peak day demand.

Transmission Level of Service

The culinary water system should be capable of maintaining 40 psi at all retail points of delivery during peak hour demands.

CHAPTER 3: HISTORIC AND FUTURE CAPITAL PROJECTS COSTS

The Impact Fees Act allows for the inclusion of various cost components in the calculation of the impact fees. These cost components are the construction costs of growth-driven improvements and appropriate professional services inflated from current dollars to construction year costs. Impact fees can only fund system improvements which are defined as facilities or lines that contribute to the entire system's capacity rather than just to a small, localized area. Culinary water capital projects have been partially funded through bonds and will continue to be partially bond funded in future years.

Capacities of Existing Components Available for Growth

The costs of future capital projects are defined in the corresponding Impact Fees Facilities Plan prepared by BC&A and are detailed in Figure 3.5.

Production

Of the City's existing production sources only Rockport has capacity to serve future residents and is included in the impact fee analysis. All other production system components have been removed from the impact fee calculation. The IFFP determined that 32.9% of Rockport costs, equal to $2,749,745, will serve the City's 10 year growth. 44.7% benefits existing users and 22.4% will serve new growth beyond the 10 year horizon.

Treatment

Of the City's existing treatment components only Quinn's Water Treatment Plant has capacity to serve future residents and has been included in the impact fee analysis. All other treatment system components have been removed from the impact fee calculation. The IFFP determined that 33.7% of Quinn's WTP costs, or $5,358,797, will serve the City's 10 year growth and 66.3% benefits existing users. The current 3MG capacity of Quinn's WTP will be fully utilized by the end of the 10 year planning horizon so an expandable from the current 3MG to 6MG is included in the capital projects. Eventually Quinn's WTP will be expanded to 9MG to serve growth well beyond the 10 year demand planned in this analysis.

Storage

The storage portion of the impact fee calculation includes the City's entire storage system minus Woodside, Neck, Silver Lake and North Lake Flat Tanks which are considered to be at capacity. The remaining storage system is utilized 65.1% by existing users. An additional 11.4% of capacity, or $641,486, will be used by 10 year growth and the remaining 23.5% can serve users beyond 10 year demand.

Transmission

77.1% of the City's existing transmission system serves existing users with 7.5% serving growth within the 10 year window, or $1,615,246 and 15.4% serving users outside of the 10 year growth horizon.

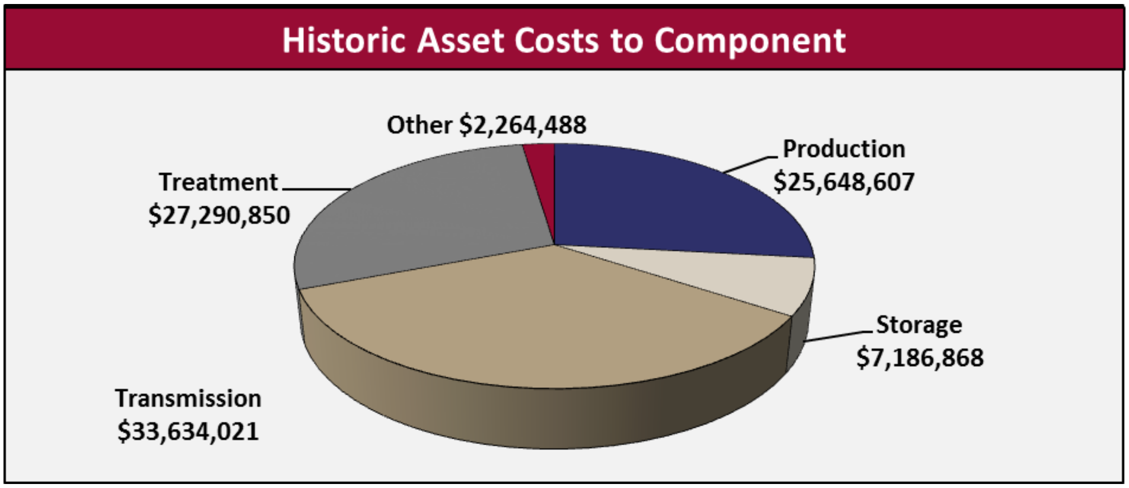
Historic Capital Project Costs

Figure 3.1 and 3.2 classify the historic capital projects that have been expended to date in the construction of the existing wells, storage reservoirs, treatment facilities and transmission lines. These costs do not include standard O&M expenses.

Figure 3.1: Allocation of Historic Capital Project Costs by Component

System	Production	Storage	Transmission	Treatment	Other	Total Cost
Conservation					$ 90,000	$ 90,000
Equipment	21,542		1,635,376	83,606	559,614	2,300,138
Not Water					492,160	492,160
Project		419,800	9,682,524	286,416	758,137	11,146,877
System	8,770,276	6,077,068	22,294,246	16,830,272		53,971,862
System - At Capacity	16,856,789	690,000	21,874	10,090,555		27,659,219
Vehicle					364,577	364,577
Totals	**$ 25,648,607**	**$ 7,186,868**	**$ 33,634,021**	**$ 27,290,850**	**$ 2,264,488**	**$ 96,024,833**

Figure 3.2: Graph of Historic Asset Cost by Component



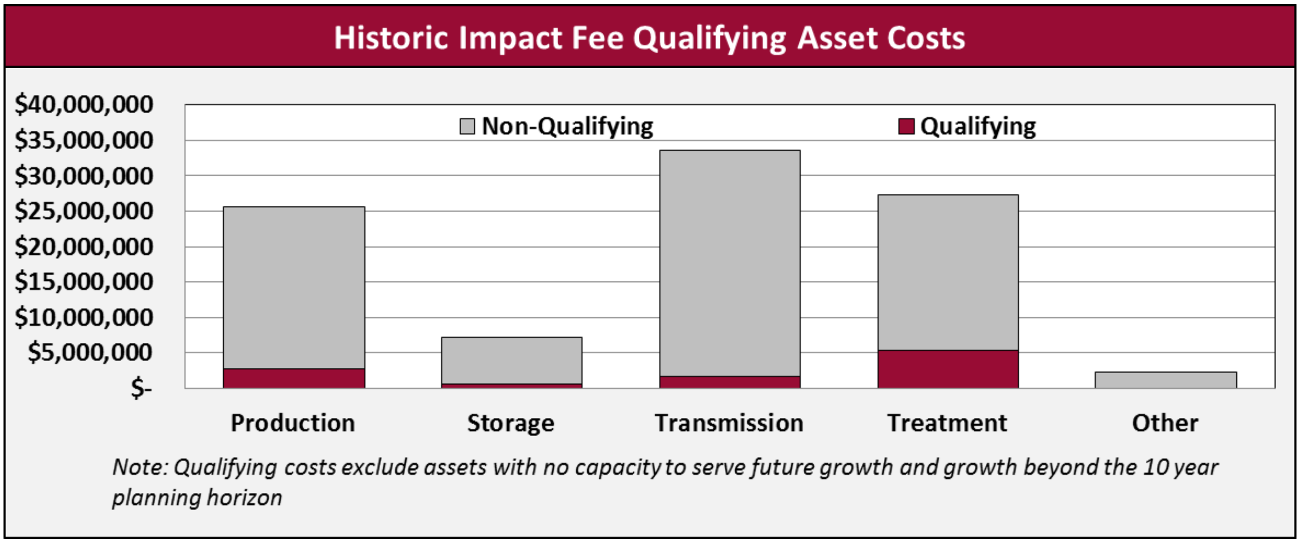
Once assets were organized by components they were sorted based on whether or not the asset was impact fee qualifying or non-qualifying and summarized below in Figures 3.3 and 3.4.

Figure 3.3: Historic Assets Sorted as Impact Fee Qualifying or Non-Impact Fee Qualifying

	Production	Storage	Transmission	Treatment	Other	Total Cost
10 Yr Qualifying Total	$ 2,749,745	$ 641,486	$ 1,615,246	$ 5,358,797	$ -	$ 10,365,274
Non-Qualifying	22,898,862	6,545,382	32,018,775	21,932,052	2,264,488	85,659,560
Totals	**$ 25,648,607**	**$ 7,186,868**	**$ 33,634,021**	**$ 27,290,850**	**$ 2,264,488**	**$ 96,024,833**

Figure 3.4 shows the breakdown of qualifying or non-qualifying assets by component. Any asset that was not directly related to one of the four major components was sorted as "other" and is considered non-qualifying.

FIGURE 3.4: HISTORIC ASSETS COST QUALIFYING/NON-QUALIFYING COST TO COMPONENT



Note: Qualifying costs exclude assets with no capacity to serve future growth and growth beyond the 10 year planning horizon

Future Capital Projects and 10 Year Demand

The City and BC&A have identified the following capital projects which are necessary to meet demand in the culinary water system. All construction estimates were done in 2014 dollars so each project to be constructed after 2014 includes a 3.8% inflation rate to adequately plan for the total cost to the City at time of construction. As shown in Figure 3.5 project costs were sorted by whether they will meet 10 year impact fee qualifying demand, beyond 10 year demand, or whether any portion is non-qualifying (which included portions of the project that will be utilized by existing users). $2,563,475 or about 12% of the total $20,881,469 capital projects were determined to be 10 year impact fee qualifying and included in the impact fee calculation.

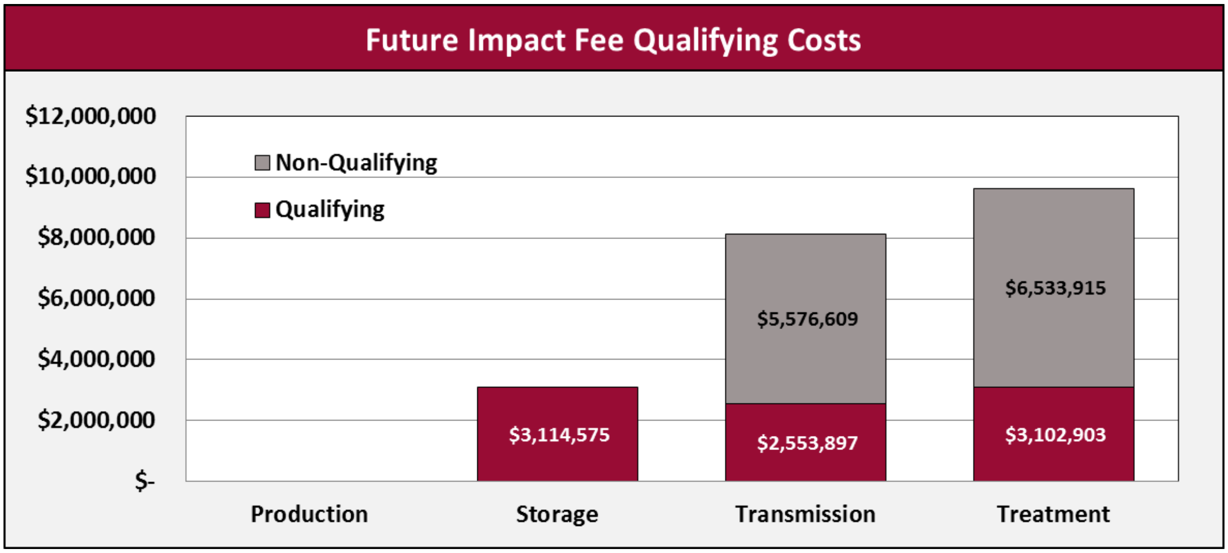
FIGURE 3.5: FUTURE CAPITAL PROJECT COSTS

Project Name	% to Existing / Project Level	% Impact Fee Qualifying - 10 Year	% Impact Fee Qualifying - Beyond 10 Year	Year to be Constructed	2014 Cost	Construction Cost with Inflation	10 Year Impact Fee Qualifying Cost	Impact Fee Qualifying Beyond 10 Years	Non Impact Fee Qualifying
Production									
	0.0%					$ -	$ -	$ -	$ -
Production Subtotal					**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Treatment									
Quinn's Treatment Plant Capacity Upgrade	0.0%	23.1%	76.9%	2014	$ 3,002,000	$ 3,114,575	$ 719,467	$ 2,395,108	$ -
Quinn's Treatment Plant Dewatering Improvements	33.1%	28.5%	38.4%	2014	2,509,000	3,114,575	887,654	1,195,997	1,030,924
Treatment Subtotal					**$ 5,511,000**	**$ 3,114,575**	**$ 719,467**	**$ 2,395,108**	**$ -**
Storage									
C5 - West Neck Tank - Phase 1 - Design	65.3%	11.3%	23.4%	2020	$ 150,000	$ 194,092	$ 21,932	$ 45,418	$ 126,742
C5 - West Neck Tank - Phase 2A Tank Construction	65.3%	11.3%	23.4%	2020	3,450,000	4,464,120	504,446	1,044,604	2,915,070
Park City Heights Tank	100.0%	0.0%	0.0%	2016	690,000	770,572	-	-	770,572
Silver Lake Tank II	65.3%	11.3%	23.4%	2021	2,012,500	2,701,722	305,295	632,203	1,764,225
Storage Subtotal					**$ 6,302,500**	**$ 8,130,507**	**$ 831,673**	**$ 1,722,225**	**$ 5,576,609**
Transmission									
PRV Improvements for Fire Flow Storage Access	100.0%	0.0%	0.0%	2014	$ 759,000	$ 787,463	$ -	$ -	$ 787,463
C3 - Quinn's Pump Station to PCH/Fairway Hills Tank	83.0%	5.6%	11.5%	2016	385,600	430,627	24,115	49,522	357,420
C3 - Quinn's WTP to Park City Heights	100.0%	0.0%	0.0%	2016	1,022,900	1,142,346	-	-	1,142,346
Auxiliary Power Impovements	65.3%	11.3%	23.4%	2014	172,500	178,969	20,223	41,879	116,867
C5 - West Neck Tank - Phase 2B - Pipelines	65.3%	11.3%	23.4%	2019	1,414,040	1,763,560	199,282	412,673	1,151,605
SCADA System Upgrade	100.0%	0.0%	0.0%	2014	1,000,000	1,037,500	-	-	1,037,500
C9 - Fairway Hills to Park Meadows Redundancy	65.3%	11.3%	23.4%	2019	73,600	91,792	10,373	21,479	59,940
C5 - Three Kings / Silver King Pump Station	65.3%	11.3%	23.4%	2014	956,100	991,954	112,091	232,117	647,746
C8 - Queen Esther Drive	100.0%	0.0%	0.0%	2014	577,000	598,638	-	-	598,638
C7 - Neck Tank to Last Chance	100.0%	0.0%	0.0%	2019	269,800	336,489	-	-	336,489
C1 - Quinn's WTP to Boothill - Phase 1A	7.2%	30.3%	62.5%	2014	926,300	961,036	291,194	600,648	69,195
C1 - Quinn's WTP to Boothill - Phase 1B	7.2%	30.3%	62.5%	2015	926,300	997,075	302,114	623,172	71,789
C2 - Quinn's WTP to Chatham	49.2%	16.6%	34.2%	2015	296,300	318,939	52,944	109,077	156,918
Transmission Subtotal					**$ 8,779,440**	**$ 9,636,387**	**$ 1,012,336**	**$ 2,090,567**	**$ 6,533,915**
Ten Year Total					**$ 20,592,940**	**$ 20,881,469**	**$ 2,563,475**	**$ 6,207,900**	**$12,110,524**

**Based on 20 years average cost of inflation using ENR*

Source: Bowen Collins & Associates Park City Impact Fee Facilities Plan Table 6-2

FIGURE 3.6: FUTURE QUALIFYING VS. NON-QUALIFYING COSTS TO COMPONENT



Bond Debt Service and Grant Funds

The City currently has eight bonds outstanding for the culinary water system. Additionally, the City intends to issue approximately six culinary water bonds in the 10 year horizon that will partially fund growth-related projects. An impact fee qualifying portion of the new bonds will be included in the impact fee calculation. The following tables summarize what each bond was issued to fund and any additional information for the outstanding debt and future debt issues which the City anticipates in the next 10 years.

Figure 3.7 below summarizes the City's existing water system debt and Figure 3.8 divides the costs by component based on whether the capital projects necessitating the debt issuance are related to existing, ten year or beyond ten year demand.

Figure 3.7: Summary of Outstanding Debt

Outstanding Water Related Debt	Initial Bond Amount	New Money	Refunded Bond	Used For
Water Revenue Bond Series 2009A	$ 2,500,000	$ 2,500,000	N/A	Culinary Water System Improvements
Water Revenue Refunding Bonds Series 2009B	13,090,000	8,567,659	$5,313,000 (Series 2002)	Judge WTP, Meter Reading, Transmission Lines, Quinn's WTP
ater Revenue Bond Series 2009C BA	10,135,000	10,135,000	N/A	Judge WTP, Meter Reading, Transmission Lines. Quinn's WTP
Water Revenue Bonds Series 2010	12,200,000	12,200,000	N/A	Water Rights Purchase from Jordanelle SSD
Water Revenue Bonds Series 2012	4,160,000	4,160,000	N/A	Culinary Water System Improvements
Water Revenue Refunding Bonds Series 2012B	5,525,000	4,600,000	$390,000 (Series 2006)	Culinary Water System Improvements
Water Revenue Refunding Bonds Series 2013A	2,830,000	-	$3,029,000 (Series 2006)	Boothill Projects and Park Meadows WTP
Water Revenue Refunding Bonds Series 2013B	215,000	-		Boothill Projects and Park Meadows WTP
GRAND TOTAL	**$ 50,655,000**	**$ 42,162,659**	**$ 8,732,000**	

Figure 3.8: Existing Debt Proportion to Growth

Proportion to Ten Year Growth	Transmission	Treatment	Production	Storage
Existing Demand	77.1%	66.3%	44.7%	65.1%
10 Year Demand	7.5%	33.7%	32.9%	11.4%
Demand Beyond 10 Year	15.4%	0.0%	22.4%	23.5%
	100%	**100%**	**100%**	**100%**

Figure 3.9 below summarizes the City's future water system debt and Figure 3.10 divides the costs by component based on whether the capital projects necessitating the debt issuance are related to existing, ten year or beyond ten year demand. At this time the City does not anticipate issuing future debt for production related projects.

FIGURE 3.9: SUMMARY OF APPROXIMATE FUTURE DEBT

Future Water Related Debt	Initial Bond Amount	New Money	Refunded Bond	Used For
Water Revenue Bond Series 2014	$ 5,620,369	$ 5,620,369	N/A	Quinn's WTP Capacity Upgrade and Transmission
Water Revenue Bond Series 2015	789,609	789,609	N/A	Transmission Lines
Water Revenue Bond Series 2016	1,406,127	1,406,127	N/A	Transmission Lines and Park City Heights Tank
Water Revenue Bond Series 2019	1,315,105	1,315,105	N/A	Transmission Lines
Water Revenue Bond Series 2020	2,794,927	2,794,927	N/A	West Neck Tank
Water Revenue Bond Series 2021	1,621,033	1,621,033	N/A	Silver Lake Tank II
GRAND TOTAL	**$ 13,547,170**	**$ 13,547,170**		

Figure 3.10: Future Debt Proportion to Ten Year Growth

Proportion to Ten Year Growth	Transmission	Treatment	Production	Storage
Existing Demand	67.8%	0.0%	0.0%	68.6%
10 Year Demand	10.5%	23.1%	0.0%	10.2%
Demand Beyond 10 Year	21.7%	76.9%	0.0%	21.2%
	100%	**100%**	**0%**	**100%**

Impact Fee Analysis Updates

As development occurs and capital project planning is periodically revised, the future lists of capital projects and their costs may be different than the information utilized in this analysis. For this reason, it is assumed that the City will perform updates to the analysis every three years. The cost of preparing this analysis, the master plan and the future costs of updating both documents has been included in the impact fee calculations. The cost for an update to the impact fee facilities plan/master plan was included in the impact fee calculation at an estimated cost of $40,000. The cost of the impact fee analysis update was likewise included in the calculation at an estimated fee of $10,000.

CHAPTER 4: PROPORTIONATE SHARE ANALYSIS

The Impact Fees Act requires the impact fee analysis to estimate the proportionate share of the cost for existing capacity that will be recouped as shown in Figures 3.1 to 3.4. The impact fee must be based on the historic costs and reasonable future costs of the system. This chapter will show in Figure 4.1 that the proposed impact fee for system improvements is reasonably related to the impact on the water system from new development activity.

The proportionate share analysis considers the manner of funding utilized for existing public facilities. Historically the City has funded existing infrastructure with sources including the following:

- Water Impact Fees
- Water User Rates and Miscellaneous Fees
- Federal State and Tribal Assistance Grant (STAG)
- Bond Proceeds

In the future, the City will rely solely upon water impact fees and user rate revenues to fund the operations and maintenance of the system. Some rate revenues will be used to pay the debt service of the bonds in years when impact fee revenues are insufficient to cover the annual payment to principal and interest. However if rate revenues are used to pay what should be funded through impact fees (due to a shortfall in impact fee revenues) then the general fund will be repaid with impact fees.

Grant funding is not secured at the moment, however, if any grants are received, future impact fees will be discounted according to the size of grant and what impact fee qualifying projects it will be intended to fund.

Developer Credits

If a project included in the Impact Fee Facilities Plan (or a project that will offset the demand for a system improvement that is listed in the IFFP) is constructed by a developer then that developer is entitled to a credit against impact fees owed. (Utah Impact Fees Act, 11-36a-304(2)(f)). There are currently no situations/projects in this analysis that would entitle a developer to a credit.

Time-Price Differential

Utah Code 11-36a-301(2)(h) allows for the inclusion of a time-price differential in order to create fairness for amounts paid at different times. To address the time-price differential, this analysis includes an inflationary component to account for construction inflation for future projects. Projects constructed after the year 2014 will be calculated at a future value with a 3.8% inflation rate. All users who pay an impact fee today or within the next six to ten years will benefit from projects to be constructed and included in the fee.

Figure 4.1 details the City's existing water assets and sorts them by component and whether they are qualifying or non-qualifying. Of the qualifying projects, only the projects attributable to ten year growth were considered in the impact fee calculation. Figure 4.2 is the same classification for the future capital projects.

FIGURE 4.1: EXISTING ASSETS

	Production	Storage	Transmission	Treatment	Other	Total Cost
Qualifying Total	33%	78%	64%	58%	0%	54%
Non-Qualifying	67%	22%	36%	42%	100%	46%
Totals	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**

	Production	Storage	Transmission	Treatment	Other	Total Cost
Qualifying Total	$ 8,357,888	$ 5,627,068	$ 21,536,608	$ 15,901,475	$ -	$ 51,423,039
Non-Qualifying	17,290,720	1,559,800	12,097,412	11,389,374	2,264,488	44,601,794
Totals	**$ 25,648,607**	**$ 7,186,868**	**$ 33,634,021**	**$ 27,290,850**	**$ 2,264,488**	**$ 96,024,833**

	Production	Storage	Transmission	Treatment	Other	Total Cost
10 Yr Qualifying Total	$ 2,749,745	$ 641,486	$ 1,615,246	$ 5,358,797	$ -	$ 10,365,274
Non-Qualifying	22,898,862	6,545,382	32,018,775	21,932,052	2,264,488	85,659,560
Totals	**$ 25,648,607**	**$ 7,186,868**	**$ 33,634,021**	**$ 27,290,850**	**$ 2,264,488**	**$ 96,024,833**

FIGURE 4.2: FUTURE CAPITAL PROJECTS

By Component	10 Year Impact Fee Qualifying Cost	Impact Fee Qualifying Beyond 10 Years	Non Impact Fee Qualifying	Total Ten Year Construction Cost
Production	$ -	$ -	$ -	$ -
Treatment	719,467	2,395,108	-	3,114,575
Storage	831,673	1,722,225	5,576,609	8,130,507
Transmission	1,012,336	2,090,567	6,533,915	9,636,387
Total	**$ 2,563,475**	**$ 6,207,900**	**$ 12,110,524**	**$ 20,881,469**

The figures below show the existing and future debt. The interest portion of each bond issue is sorted as ten year qualifying, beyond 10 year qualifying or non-impact fee qualifying and the proportion of each is shown. The gray highlighted areas in the table show that the proportioned amount is equal to the total interest of the bonds. Only interest is included in the impact fee because principal on the bonds is reflected in the costs of the existing assets as well as the construction cost of future projects. To count debt principal AND existing assets/future projects would double count those costs.

FIGURE 4.3: EXISTING DEBT

Bond Issue	Total Par Amount	Interest	Total Debt Service	% Ten Year Qualifying	Beyond Ten Years	% Non-Qualifying	Totals
Series 2009A Water Revenue Bond (DEQ)	$ 2,500,000	$ -	$ 2,500,000	34%	0%	66%	100%
Series 2009B Water Revenue Bond	13,090,000	3,572,938	16,662,938	13%	7%	80%	100%
Series 2009C Water Revenue Bond (Build America Bond)	10,135,000	4,358,209	14,493,209	28%	2%	70%	100%
Series 2010 Water Revenue Bond	12,825,000	4,619,725	17,444,725	0%	0%	100%	100%
Series 2012 Water Revenue Bond	4,160,000	1,099,565	5,259,565	33%	0%	66%	100%
Series 2012B Water Revenue Bond	5,525,000	1,808,220	7,333,220	10%	6%	84%	100%
Series 2013A Water Revenue Bond	2,830,000	427,723	3,257,723	8%	16%	76%	100%
Series 2013B Water Revenue Bond	215,000	878	215,878	8%	16%	76%	100%
Totals	**$ 51,280,000**	**$ 15,887,258**	**$ 67,167,258**				
			Total Bond Interest	**$ 2,274,704**	**$ 517,766**	**$ 13,094,788**	**$ 15,887,258**

FIGURE 4.4: FUTURE DEBT

Bond Issue	Total Par Amount	Interest	Total Debt Service	Bond Proceeds	% Ten Year Qualifying	Beyond Ten Years	% Non-Qualifying	Totals
Series 2014	$ 5,520,000	$ 2,002,035	$ 7,522,035	$ 5,620,369	15%	43%	42%	100%
Series 2015	833,000	290,360	1,123,360	789,609	27%	56%	17%	100%
Series 2016	1,479,000	516,240	1,995,240	1,406,127	1%	2%	97%	100%
Series 2019	1,384,000	483,120	1,867,120	1,315,105	10%	20%	71%	100%
Series 2020	2,941,000	1,026,520	3,967,520	2,794,927	11%	23%	65%	100%
Series 2021	1,707,000	595,840	2,302,840	1,621,033	11%	23%	65%	100%
Totals	**$ 13,864,000**	**$ 4,914,115**	**$ 18,778,115**	**$ 13,547,170**				
				Total Bond Interest	**$ 611,524**	**$ 1,501,255**	**$ 2,801,336**	**$ 4,914,115**

Maximum Legal Water Impact Fees Based on GPM Demand

As shown in Figure 4.5, the maximum legal impact fee per GPM demand is calculated to be $16,579.38. This fee is the combination of individual fees for the components of production, treatment, storage, transmission and professional fees. Each fee for individual components is based upon the historic and future costs divided by the total and available capacities. The result is a very precise impact fee based on GPM demand that complies with the Impact Fees Act.

FIGURE 4.5: WATER IMPACT FEE CALCULATION

Component	Total Cost to Component	% That will Serve Ten Year Demand	Dollar Amount that will Serve Ten Year Demand	Ten Year Demand (GPM)	Cost per GPM
Production Impact Fee - Rockport					
Future 10 Year Capital Projects	$ -	0.00%	$ -	1,185	$ -
Future Production Related Debt to be Issued - INTEREST ONLY	-	0.00%	-	1,185	-
Existing Production Projects	8,357,888	32.90%	2,749,745	1,185	2,320
Existing Production Related Debt - INTEREST ONLY	-	0.00%	-	1,185	-
Rockport Lease	11,494,172	32.90%	3,781,583	1,185	3,191
Production Subtotal	**$ 19,852,060**		**$ 6,531,328**		**$ 5,511.67**
Treatment Impact Fee - Quinn's Junction					
Future 10 Year Capital Projects	$ 3,114,575	23.10%	$ 719,467	1,185	$ 607.15
Future Treatment Related Debt to be Issued - INTEREST ONLY	812,957	23.10%	187,793	1,185	158
Existing Treatment Projects	15,901,475	33.70%	5,358,797	1,185	4,522
Existing Treatment Related Debt - INTEREST ONLY	6,002,119	33.70%	2,022,714	1,185	1,707
Treatment Subtotal	**$ 25,831,126**		**$ 8,288,771**		**$ 6,994.74**
Storage Impact Fee					
Future 10 Year Capital Projects	$ 8,130,507	10.23%	$ 831,673	1,185	$ 702
Future Storage Related Debt to be Issued - INTEREST ONLY	1,792,072	10.23%	183,327	1,185	155
Existing Storage Projects	5,627,068	11.40%	641,486	1,185	541
Existing Storage Related Debt - OUTSTANDING INTEREST	375,754	11.40%	42,836	1,185	36
Storage Subtotal	**$ 15,925,400**		**$ 1,699,321**		**$ 1,434.03**
Transmission Impact Fee					
Future 10 Year Capital Projects	$ 9,636,387	10.51%	$ 1,012,336	1,185	$ 854.29
Future Transmission Related Debt to be Issued - INTEREST ONLY	2,309,086	10.41%	240,404	1,185	203
Existing Transmission Projects	21,536,608	7.50%	1,615,246	1,185	1,363
Existing Transmission Related Debt - OUTSTANDING INTEREST	2,788,724	7.50%	209,154	1,185	177
Transmission Subtotal	**$ 36,270,806**		**$ 3,077,140**		**$ 2,596.74**
Professional Services/ Credits					
Unspent Impact Fee Funds	-	0.00%	$ -	1,185	-
Professional Services/ Credits	50,000	100%	50,000	1,185	42
Professional Services/Credits Subtotal	**50,000**		**50,000**		**42.19**
Total Impact Fee Per GPM	**$ 78,077,331**		**$ 13,115,232**		**$ 16,579.38**

Determination of Residential and Non-Residential Impact Fees

The impact fees to be paid by different residential and non-residential users are assessed according to water demand in GPM. Water demand for residential indoor is based on indoor area in square feet and was derived by the City using actual metered usage from all residential connections in the City. This was done by combining winter use data with residential structure size in square feet to get the actual usage per square feet in the City. Outdoor demand is calculated per the Utah Division of Drinking Water's guidelines in section R309-510. This method was verified as being accurate using actual historical metered data for irrigation use in Park City.

Figure 4.6: Maximum Indoor Impact Fee Schedule

INDOOR - Winter Month Peak Day (Observed Dec 16 to Jan 15)

Unit Size (Sq. Ft.)		Peak Day	1 Gpm (Gal)	Gpm Demand	Proposed Fee
-	1,000	298	1,440	0.2067	$ 3,428
1,001	2,000	400	1,440	0.2776	4,602
2,001	3,000	539	1,440	0.3740	6,200
3,001	4,000	687	1,440	0.4771	7,910
4,001	5,000	817	1,440	0.5671	9,403
5,001+		983	1,440	0.6829	11,322

Figure 4.7: Maximum Outdoor Impact Fee Schedule

OUTDOOR - Peak Day

Yard Area (Irrigated Sq Ft)	Peak Day Gallons	1 Gpm (Gal)	Gpm Demand	Proposed Fee
Calculated Per 1,000 Sq Ft	138.8	1,440	0.096	$ 1,598

Non-residential users will be assessed an impact fee based on property type and floor area per occupant as detailed in the figure below.

FIGURE 4.8: NON-RESIDENTIAL IMPACT FEE BY PROPERTY TYPE

Property Type	Gallons per Unit	GPM per Unit	Floor Area per Unit	Fee per Unit
Assembly				
Restaurant, Bar including decks	35	0.0243	7	402.97
Theater, Auditorium, Church	5	0.0035	7	57.57
Office	15	0.0104	100	172.70
Educational				
Classroom	25	0.0174	20	$ 287.84
Shop/Vocational	25	0.0174	50	287.84
Exercise Area	25	0.0174	50	287.84
Hotel/Motel	150	0.1042	580	1,727.02
Industrial	Calculated	Calculated		Calculated
Institutional				
Inpatient Treatment	250	0.1736	240	$ 2,878.36
Outpatient Treatment	5	0.0035		Calculated
Sleeping Area	5	0.0035		Calculated
Other	Calculated	Calculated		Calculated
Retail	10	0.0069	60	115.13
Swimming Pool or Skating Rink				
Rink or Pool Area	10	0.0069		$ 115.13
Decks	Calculated	Calculated		Calculated
Warehouse	Calculated	Calculated		Calculated
Parking Garage	Calculated	Calculated		Calculated
Government	Calculated	Calculated		Calculated
Library				
Reading Area	Calculated	Calculated		Calculated
Stack Area	Calculated	Calculated		Calculated

Non-Standard Demand Adjustments

The City reserves the right under the Impact Fees Act (Utah Code 11-36-402(1)(c,d)) to assess an adjusted fee to respond to unusual circumstances and to ensure that the impact fees are assessed fairly. The impact fee ordinance must include a provision that permits adjustment of the fee for a particular development based upon studies and data submitted by the developer that indicate a more realistic and accurate impact upon the City's infrastructure.

The impact fee formula shown below in Figure 4.9 for a non-standard user is based upon the anticipated annual water demand of that particular user.

FIGURE 4.9: CALCULATION OF NON-STANDARD IMPACT FEE

Non-Standard Users Impact Fee Formula
Step 1: Identify Estimated Peak Day GPM Demand of Proposed Development Step 2: Multiply Equivalent Peak Day GPMs by Impact Fee per GPM of $16,579.38

APPENDICES: CERTIFICATION, SERVICE AREA MAP, IMPACT FEE CALCULATIONS

In accordance with Utah Code Annotated, 11-36a-306(2), Zions Public Finance, Inc., makes the following certification:

I certify that the attached impact fee analysis:
1. includes only the cost of public facilities that are:
    a. allowed under the Impact Fees Act; and
    b. actually incurred; or
    c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
    a. costs of operation and maintenance of public facilities;
b. cost of qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offset costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.

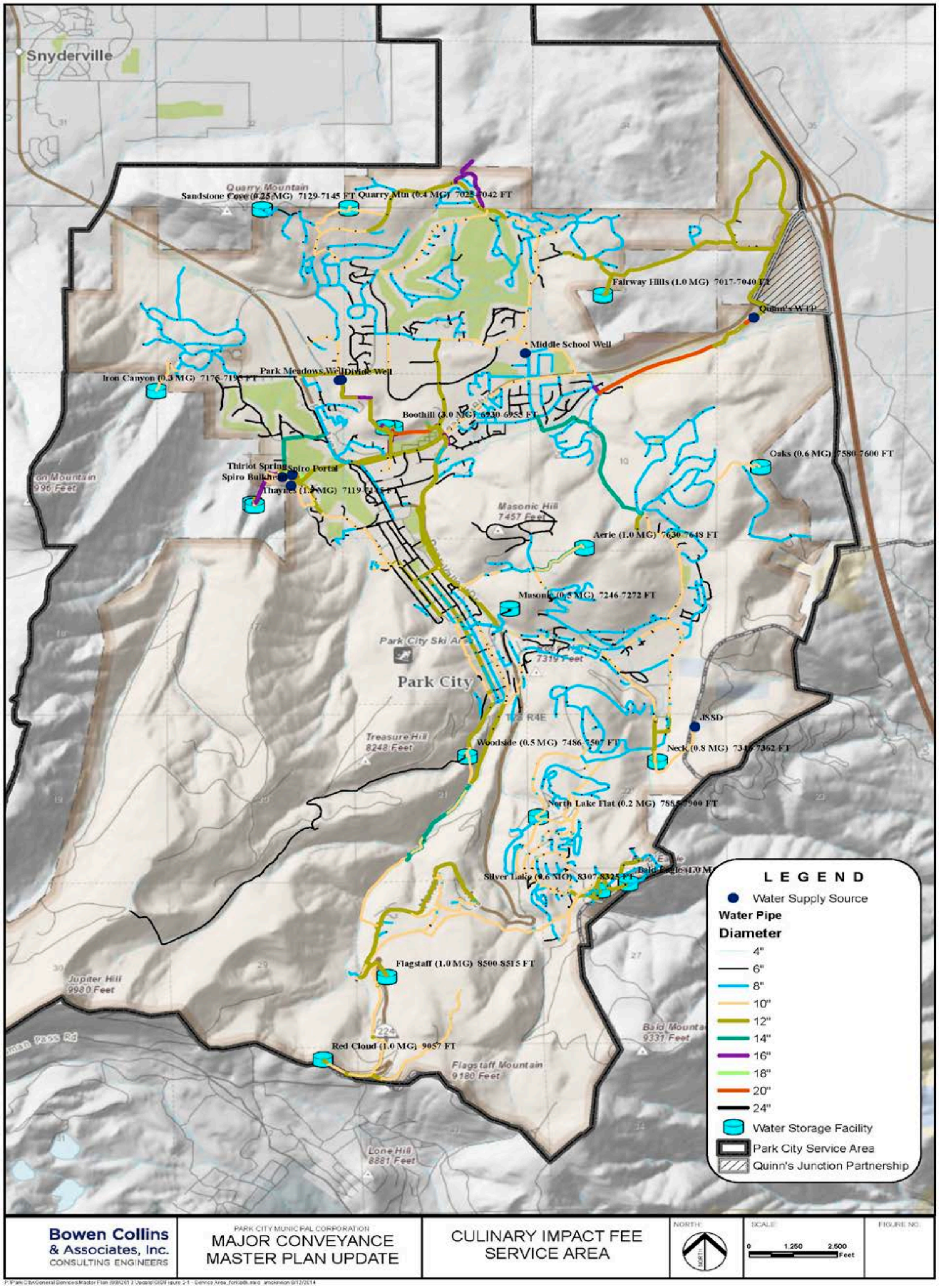
Zions Bank Public Finance makes this certification with the following caveats:

1. All of the recommendations for implementations of the Impact Fee Facilities Plan (IFFP) made in the IFFP or in the impact fee analysis are followed in their entirety by City staff and Council in accordance to the specific policies established for the Service Area.
2. If all or a portion of the IFFP or impact fee analysis are modified or amended, this certification is no longer valid.
3. All information provided to Zions Public Finance, Inc., its contractors or suppliers is assumed to be correct, complete and accurate. This includes information provided by Park City Corporation and outside sources. Copies of letters requesting data are included as appendices to the IFFP and the impact fee analysis.

Dated: 9/22/2014

ZIONS PUBLIC FINANCE, INC.

APPENDIX A: MAP OF CULINARY WATER IMPACT FEE SERVICE AREA



Appendix B: Peak Day Demand (GPM) Projections for Culinary Water

CURRENT AND FUTURE GPMs FOR THE CULINARY WATER SERVICE AREA

A B C D E F G

TABLE B.1: CURRENT AND FUTURE CULINARY WATER GPMs

	Year	Peak Day Demand (gpm)	Storage Requirement (gpm)	Peak Day Demand (gpm)
2	**2014**	**6,835**		
3	2015	6,980		
4	2016	7,082		
5	2017	7,183		
6	2018	7,285		
7	2019	7,386		
8	2020	7,488		
9	2021	7,665		
10	2022	7,843		
11	**2023**	**8,020**		
12	2030	9,470		
13	2040	10,288		
14	2050	10,390		
15	**Buildout**	**10,465**		

TABLE B.2: CULINARY WATER GPMs

Culinary Water GPM		1
Current Peak Day Demand (GPM)	6,835	2
Buildout Peak Day Demand (GPM)	10,465	3
Undeveloped Demand (GPM)	3,630	4
% Undeveloped	35%	5
GPM Demand Added in Ten Year	**1,185**	6
		7

16 *Source: Park City Water Impact Fee Facilities Plan Figures 5-1 and 5-2 Prepared by Bowen Collins & Associates* 16

A B C D E F G

APPENDIX C: CULINARY WATER 10 YEAR CAPITAL PROJECTS

TABLE C.1: CULINARY WATER CAPITAL PROJECTS

Inflation Rate* **3.8%**

Project Name	% to Existing / Project Level	% Impact Fee Qualifying - 10 Year	% Impact Fee Qualifying - Beyond 10 Year	Year to be Constructed	2014 Cost	Construction Cost with Inflation	10 Year Impact Fee Qualifying Cost	Impact Fee Qualifying Beyond 10 Years	Non Impact Fee Qualifying
Production									
	0.0%					$ -	$ -	$ -	$ -
Production Subtotal					**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Treatment									
Quinn's Treatment Plant Capacity Upgrade	0.0%	23.1%	76.9%	2014	$ 3,002,000	$ 3,114,575	$ 719,467	$ 2,395,108	$ -
Quinn's Treatment Plant Dewatering Improvements	33.1%	28.5%	38.4%	2014	2,509,000	3,114,575	887,654	1,195,997	1,030,924
Treatment Subtotal					**$ 5,511,000**	**$ 3,114,575**	**$ 719,467**	**$ 2,395,108**	**$ -**
Storage									
C5 - West Neck Tank - Phase 1 - Design	65.3%	11.3%	23.4%	2020	$ 150,000	$ 194,092	$ 21,932	$ 45,418	$ 126,742
C5 - West Neck Tank - Phase 2A Tank Construction	65.3%	11.3%	23.4%	2020	3,450,000	4,464,120	504,446	1,044,604	2,915,070
Park City Heights Tank	100.0%	0.0%	0.0%	2016	690,000	770,572	-	-	770,572
Silver Lake Tank II	65.3%	11.3%	23.4%	2021	2,012,500	2,701,722	305,295	632,203	1,764,225
Storage Subtotal					**$ 6,302,500**	**$ 8,130,507**	**$ 831,673**	**$ 1,722,225**	**$ 5,576,609**
Transmission									
PRV Improvements for Fire Flow Storage Access	100.0%	0.0%	0.0%	2014	$ 759,000	$ 787,463	$ -	$ -	$ 787,463
C3 - Quinn's Pump Station to PCH/Fairway Hills Tank	83.0%	5.6%	11.5%	2016	385,600	430,627	24,115	49,522	357,420
C3 - Quinn's WTP to Park City Heights	100.0%	0.0%	0.0%	2016	1,022,900	1,142,346	-	-	1,142,346
Auxiliary Power Impovements	65.3%	11.3%	23.4%	2014	172,500	178,969	20,223	41,879	116,867
C5 - West Neck Tank - Phase 2B - Pipelines	65.3%	11.3%	23.4%	2019	1,414,040	1,763,560	199,282	412,673	1,151,605
SCADA System Upgrade	100.0%	0.0%	0.0%	2014	1,000,000	1,037,500	-	-	1,037,500
C9 - Fairway Hills to Park Meadows Redundancy	65.3%	11.3%	23.4%	2019	73,600	91,792	10,373	21,479	59,940
C5 - Three Kings / Silver King Pump Station	65.3%	11.3%	23.4%	2014	956,100	991,954	112,091	232,117	647,746
C8 - Queen Esther Drive	100.0%	0.0%	0.0%	2014	577,000	598,638	-	-	598,638
C7 - Neck Tank to Last Chance	100.0%	0.0%	0.0%	2019	269,800	336,489	-	-	336,489
C1 - Quinn's WTP to Boothill - Phase 1A	7.2%	30.3%	62.5%	2014	926,300	961,036	291,194	600,648	69,195
C1 - Quinn's WTP to Boothill - Phase 1B	7.2%	30.3%	62.5%	2015	926,300	997,075	302,114	623,172	71,789
C2 - Quinn's WTP to Chatham	49.2%	16.6%	34.2%	2015	296,300	318,939	52,944	109,077	156,918
Transmission Subtotal					**$ 8,779,440**	**$ 9,636,387**	**$ 1,012,336**	**$ 2,090,567**	**$ 6,533,915**
Ten Year Total					**$ 20,592,940**	**$ 20,881,469**	**$ 2,563,475**	**$ 6,207,900**	**$ 12,110,524**

**Based on 20 years average cost of inflation using ENR*

Source: Bowen Collins & Associates Park City Impact Fee Facilities Plan Table 6-2

Table C.2: Total Capital Projects by Year

Project	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Production											
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Production Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Treatment											
Quinn's Treatment Plant Capacity Upgrade	$ -	$3,114,575	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Quinn's Treatment Plant Dewatering Improvements	-	2,603,088	-	-	-	-	-	-	-	-	-
Treatment Subtotal	$ -	$3,114,575	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storage											
C5 - West Neck Tank - Phase 1 - Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 194,092	$ -	$ -	$ -
C5 - West Neck Tank - Phase 2A Tank Construction	-	-	-	-	-	-	-	4,464,120	-	-	-
Park City Heights Tank	-	-	-	770,572	-	-	-	-	-	-	-
Silver Lake Tank II	-	-	-	-	-	-	-	-	2,701,722	-	-
Storage Subtotal	$ -	$ -	$ -	$ 770,572	$ -	$ -	$ -	$ 4,658,212	$ 2,701,722	$ -	$ -
Transmission											
PRV Improvements for Fire Flow Storage Access	$ -	$ 787,463	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
C3 - Quinn's Pump Station to PCH/Fairway Hills Tank	-	-	-	430,627	-	-	-	-	-	-	-
C3 - Quinn's WTP to Park City Heights	-	-	-	1,142,346	-	-	-	-	-	-	-
Auxiliary Power Impovements	-	178,969	-	-	-	-	-	-	-	-	-
C5 - West Neck Tank - Phase 2B - Pipelines	-	-	-	-	-	-	1,763,560	-	-	-	-
SCADA System Upgrade	-	1,037,500	-	-	-	-	-	-	-	-	-
C9 - Fairway Hills to Park Meadows Redundancy	-	-	-	-	-	-	91,792	-	-	-	-
C5 - Three Kings / Silver King Pump Station	-	991,954	-	-	-	-	-	-	-	-	-
C8 - Queen Esther Drive	-	598,638	-	-	-	-	-	-	-	-	-
C7 - Neck Tank to Last Chance	-	-	-	-	-	-	336,489	-	-	-	-
C1 - Quinn's WTP to Boothill - Phase 1A	-	961,036	-	-	-	-	-	-	-	-	-
C1 - Quinn's WTP to Boothill - Phase 1B	-	-	997,075	-	-	-	-	-	-	-	-
C2 - Quinn's WTP to Chatham	-	-	318,939	-	-	-	-	-	-	-	-
Transmission Subtotal	$ -	$4,555,559	$ 1,316,014	$ 1,572,973	$ -	$ -	$ 2,191,841	$ -	$ -	$ -	$ -
Total Capital Projects	**$ -**	**$7,670,134**	**$ 1,316,014**	**$ 2,343,545**	**$ -**	**$ -**	**$ 2,191,841**	**$ 4,658,212**	**$ 2,701,722**	**$ -**	**$ -**

Table C.3: Impact Fee Qualifying Capital Projects WITHIN TEN YEARS by Year

Project	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Production											
0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Production Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Treatment											
Quinn's Treatment Plant Capacity Upgrade	$ -	$ 719,467	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Quinn's Treatment Plant Dewatering Improvements	-	741,880	-	-	-	-	-	-	-	-	-
Treatment Subtotal	$ -	$ 719,467	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storage											
C5 - West Neck Tank - Phase 1 - Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,932	$ -	$ -	$ -
C5 - West Neck Tank - Phase 2A Tank Construction	-	-	-	-	-	-	-	504,446	-	-	-
Park City Heights Tank	-	-	-	-	-	-	-	-	-	-	-
Silver Lake Tank II	-	-	-	-	-	-	-	-	305,295	-	-
Storage Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 526,378	$ 305,295	$ -	$ -
Transmission											
PRV Improvements for Fire Flow Storage Access	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
C3 - Quinn's Pump Station to PCH/Fairway Hills Tank	-	-	-	24,115	-	-	-	-	-	-	-
C3 - Quinn's WTP to Park City Heights	-	-	-	-	-	-	-	-	-	-	-
Auxiliary Power Impovements	-	20,223	-	-	-	-	-	-	-	-	-
C5 - West Neck Tank - Phase 2B - Pipelines	-	-	-	-	-	-	199,282	-	-	-	-
SCADA System Upgrade	-	-	-	-	-	-	-	-	-	-	-
C9 - Fairway Hills to Park Meadows Redundancy	-	-	-	-	-	-	10,373	-	-	-	-
C5 - Three Kings / Silver King Pump Station	-	112,091	-	-	-	-	-	-	-	-	-
C8 - Queen Esther Drive	-	-	-	-	-	-	-	-	-	-	-
C7 - Neck Tank to Last Chance	-	-	-	-	-	-	-	-	-	-	-
C1 - Quinn's WTP to Boothill - Phase 1A	-	291,194	-	-	-	-	-	-	-	-	-
C1 - Quinn's WTP to Boothill - Phase 1B	-	-	302,114	-	-	-	-	-	-	-	-
C2 - Quinn's WTP to Chatham	-	-	52,944	-	-	-	-	-	-	-	-
Transmission Subtotal	$ -	$ 423,508	$ 355,058	$ 24,115	$ -	$ -	$ 209,655	$ -	$ -	$ -	$ -
Impact Fee Qualifying - 10 Year Growth	**$ -**	**$1,142,975**	**$ 355,058**	**$ 24,115**	**$ -**	**$ -**	**$ 209,655**	**$ 526,378**	**$ 305,295**	**$ -**	**$ -**

Table C.4: Impact Fee Qualifying Capital Projects BEYOND TEN YEARS by Year

Project	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Production											
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Production Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Treatment											
Quinn's Treatment Plant Capacity Upgrade	$ -	$2,395,108	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Quinn's Treatment Plant Dewatering Improvements	-	999,586	-	-	-	-	-	-	-	-	-
Treatment Subtotal	$ -	$2,395,108	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storage											
C5 - West Neck Tank - Phase 1 - Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 45,418	$ -	$ -	$ -
C5 - West Neck Tank - Phase 2A Tank Construction	-	-	-	-	-	-	-	1,044,604	-	-	-
Park City Heights Tank	-	-	-	-	-	-	-	-	-	-	-
Silver Lake Tank II	-	-	-	-	-	-	-	-	632,203	-	-
Storage Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,090,022	$ 632,203	$ -	$ -
Transmission											
PRV Improvements for Fire Flow Storage Access	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
C3 - Quinn's Pump Station to PCH/Fairway Hills Tank	-	-	-	49,522	-	-	-	-	-	-	-
C3 - Quinn's WTP to Park City Heights	-	-	-	-	-	-	-	-	-	-	-
Auxiliary Power Impovements	-	41,879	-	-	-	-	-	-	-	-	-
C5 - West Neck Tank - Phase 2B - Pipelines	-	-	-	-	-	-	412,673	-	-	-	-
SCADA System Upgrade	-	-	-	-	-	-	-	-	-	-	-
C9 - Fairway Hills to Park Meadows Redundancy	-	-	-	-	-	-	21,479	-	-	-	-
C5 - Three Kings / Silver King Pump Station	-	232,117	-	-	-	-	-	-	-	-	-
C8 - Queen Esther Drive	-	-	-	-	-	-	-	-	-	-	-
C7 - Neck Tank to Last Chance	-	-	-	-	-	-	-	-	-	-	-
C1 - Quinn's WTP to Boothill - Phase 1A	-	600,648	-	-	-	-	-	-	-	-	-
C1 - Quinn's WTP to Boothill - Phase 1B	-	-	623,172	-	-	-	-	-	-	-	-
C2 - Quinn's WTP to Chatham	-	-	109,077	-	-	-	-	-	-	-	-
Transmission Subtotal	$ -	$ 874,644	$ 732,249	$ 49,522	$ -	$ -	$ 434,153	$ -	$ -	$ -	$ -
Impact Fee Qualifying - Beyond Ten Years	**$ -**	**$3,269,752**	**$ 732,249**	**$ 49,522**	**$ -**	**$ -**	**$ 434,153**	**$ 1,090,022**	**$ 632,203**	**$ -**	**$ -**

Table C.5: Non Impact Fee Qualifying Capital Projects by Year

Project	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Production											
-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Production Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Treatment											
Quinn's Treatment Plant Capacity Upgrade	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Quinn's Treatment Plant Dewatering Improvements	-	861,622	-	-	-	-	-	-	-	-	-
Treatment Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storage											
C5 - West Neck Tank - Phase 1 - Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 126,742	$ -	$ -	$ -
C5 - West Neck Tank - Phase 2A Tank Construction	-	-	-	-	-	-	-	2,915,070	-	-	-
Park City Heights Tank	-	-	-	770,572	-	-	-	-	-	-	-
Silver Lake Tank II	-	-	-	-	-	-	-	-	1,764,225	-	-
Storage Subtotal	$ -	$ -	$ -	$ 770,572	$ -	$ -	$ -	$ 3,041,812	$ 1,764,225	$ -	$ -
Transmission											
PRV Improvements for Fire Flow Storage Access	$ -	$ 787,463	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
C3 - Quinn's Pump Station to PCH/Fairway Hills Tank	-	-	-	357,420	-	-	-	-	-	-	-
C3 - Quinn's WTP to Park City Heights	-	-	-	1,142,346	-	-	-	-	-	-	-
Auxiliary Power Impovements	-	116,867	-	-	-	-	-	-	-	-	-
C5 - West Neck Tank - Phase 2B - Pipelines	-	-	-	-	-	-	1,151,605	-	-	-	-
SCADA System Upgrade	-	1,037,500	-	-	-	-	-	-	-	-	-
C9 - Fairway Hills to Park Meadows Redundancy	-	-	-	-	-	-	59,940	-	-	-	-
C5 - Three Kings / Silver King Pump Station	-	647,746	-	-	-	-	-	-	-	-	-
C8 - Queen Esther Drive	-	598,638	-	-	-	-	-	-	-	-	-
C7 - Neck Tank to Last Chance	-	-	-	-	-	-	336,489	-	-	-	-
C1 - Quinn's WTP to Boothill - Phase 1A	-	69,195	-	-	-	-	-	-	-	-	-
C1 - Quinn's WTP to Boothill - Phase 1B	-	-	71,789	-	-	-	-	-	-	-	-
C2 - Quinn's WTP to Chatham	-	-	156,918	-	-	-	-	-	-	-	-
Transmission Subtotal	$ -	$3,257,407	$ 228,707	$ 1,499,766	$ -	$ -	$ 1,548,034	$ -	$ -	$ -	$ -
Non Impact Fee Qualifying	**$ -**	**$3,257,407**	**$ 228,707**	**$ 2,270,338**	**$ -**	**$ -**	**$ 1,548,034**	**$ 3,041,812**	**$ 1,764,225**	**$ -**	**$ -**

Appendix D: Historic Asset Data

Table D.1: Historic Asset Data Summary

System	Production	Storage	Transmission	Treatment	Other	Total Cost
Conservation					$ 90,000	$ 90,000
Equipment	34,192		1,635,376	83,606	559,614	2,312,788
Not Water					492,160	492,160
Project		419,800	9,682,524	286,416	758,137	11,146,877
System	8,357,888	6,077,068	22,294,246	16,134,144		52,863,346
System - At Capacity	17,256,528	690,000	21,874	10,786,683		28,755,085
Vehicle					364,577	364,577
Totals	**$ 25,648,607**	**$ 7,186,868**	**$ 33,634,021**	**$ 27,290,850**	**$ 2,264,488**	**$ 96,024,833**

Table D.2: Qualifying and Non-Qualifying Asset Summary

	Production	Storage	Transmission	Treatment	Other	Total Cost
Qualifying Total	33%	78%	64%	58%	0%	54%
Non-Qualifying	67%	22%	36%	42%	100%	46%
Totals	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**

Table D.3: Total Assets Qualifying and Non-Qualifying Summary

	Production	Storage	Transmission	Treatment	Other	Total Cost
Qualifying Total	$ 8,357,888	$ 5,627,068	$ 21,536,608	$ 15,901,475	$ -	$ 51,423,039
Non-Qualifying	17,290,720	1,559,800	12,097,412	11,389,374	2,264,488	44,601,794
Totals	**$ 25,648,607**	**$ 7,186,868**	**$ 33,634,021**	**$ 27,290,850**	**$ 2,264,488**	**$ 96,024,833**

Table D.4: Assets Reduced by Capacity Available to Serve 10 Year Demand

	Production	Storage	Transmission	Treatment	Other	Total Cost
10 Yr Qualifying Total	$ 2,749,745	$ 641,486	$ 1,615,246	$ 5,358,797	$ -	$ 10,365,274
Non-Qualifying	22,898,862	6,545,382	32,018,775	21,932,052	2,264,488	85,659,560
Totals	**$ 25,648,607**	**$ 7,186,868**	**$ 33,634,021**	**$ 27,290,850**	**$ 2,264,488**	**$ 96,024,833**

Appendix E: Historic City Asset Data

Table E.1: Detailed Asset List

Asset #	Description	Owning System	Type	Service Life	In Service	Funding	Qualifying	Acquire Date	Function	Original Cost	Notes
00001	SPIRO WATER Treatment PLANT BUILDING	Water	System - At Capacity	30.00	Yes	City	Non-Qualifying	11/30/1992	Treatment	$480,000	
00327	MOTOR-WESTINGHOUSE 75 HP-6910 MODEL	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$15,000	
00328	MOTOR--WESTINGHOUSE 50 HP--297A601G05	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$13,000	
00329	MOTOR-- U S ELECTRIC 75 HP--R3252036--A	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$15,000	
00331	PUMP--NICKERSON 75 HP--810921D--AT NEC	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$15,000	
00332	PUMP--LAYNE--94091--AT NECK TANK-STONEBR	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$15,000	
00333	MOTOR-WESTINGHOUSE 100 HP & SWITCH GE	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$17,500	
00334	GOLF COURSE NORTH PUMP STATION	Golf Course	Not Water	10.00	N/A	City	Non-Qualifying	6/30/1980	Other	$13,000	
00335	PUMP--NICKERSON 100 HP--810921B--AT BO	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$17,500	
00336	GOLF C. NORTH PUMPBERKELEY 50 HP-7525789	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$13,000	
00337	MOTOR--WESTINGHOUSE 50 HP--388P525G01	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$13,000	
00338	MOTOR--WESTINGHOUSE 40 HP & 40 HP SWIT	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$11,000	
00339	PUMP--LAYNE--T 80360--AT N. LAKE FLAT-SI	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$15,000	
00340	MOTOR--U S ELECTRIC 75 HP--R2134316M-SIL	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$15,000	
00341	MOTOR-U S ELECTRIC 100 HP-R3242033-PRIMA	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$17,500	
00342	GOLF COURSE NORTH PUMP	Golf Course	Not Water	10.00	N/A	City	Non-Qualifying	6/30/1980	Other	$13,000	
00343	GOLF COURSE NORTH PUMP	Golf Course	Not Water	10.00	N/A	City	Non-Qualifying	6/30/1980	Other	$13,000	
00345	MOTOR--U S ELECTRIC 30 HP--R2135533MM-	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$10,000	
00346	MOTOR--NEWMAN 40 HP--741L2444--AT THER	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$11,000	
00347	MOTOR-U S ELECTRIC 100 HP-R3252034-PRIMA	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$17,500	
00348	MOTOR--U S ELECTRIC 60 HP & SWITCH GEA	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$15,000	
00349	MOTOR-U S ELECTRIC 60 HP--R1001629--A	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$15,000	
00350	PUMP-NICKERSON 100 HP--810921A--AT BO-PR	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1980	Other	$10,000	
00359	ALUMINIUM UTILITY BED	Water	Equipment	10.00	No	City	Non-Qualifying	4/30/1993	Other	$9,215	
00382	METER READER - SENSUS 3001	Water	Equipment	10.00	No	City	Non-Qualifying	9/30/1992	Other	$5,173	
00391	CHATHAM CROSSING TELEMETRY CONTROLS	Water	System	10.00	Yes	City	Qualifying	6/30/1995	Transmission	$18,250	
00395	UTILITY BED FOR 1994 GMC 4X4-F/A#393	Water	Equipment	10.00	No	City	Non-Qualifying	10/30/1994	Other	$8,055	
00397	DUMP/HOIST/CAM VIBRATOR.	Water	Equipment	10.00	No	City	Non-Qualifying	1/30/1995	Other	$5,300	
00403	FRANKLIN SUBMERS MOTOR/SUPPLIES	Water	Equipment	10.00	No	City	Non-Qualifying	2/28/1996	Other	$6,630	
01182	Hitachi Submersible Motor	Water	Equipment	10.00	No	City	Non-Qualifying	7/24/1996	Other	$5,936	
01184	6in Thompson Trash Sewage Pump Model 6TS	Water	Equipment	10.00	No	City	Non-Qualifying	6/30/1997	Other	$9,500	
01368	Seismic Mezzanine System	Water	System	30.00	Yes	City	Qualifying	6/18/1998	Transmission	$6,971	Inventory Storage
01411	Last Chance Pump Station	Water	System	30.00	Yes	City	Qualifying	3/26/1998	Transmission	$241,991	
01412	Radio Remote Meter Reading System	Water	Equipment		NO	City	Non-Qualifying	6/30/1998	Other	$74,371	
01454	1987 HYSTER SPACESAVER USED FORKLIFT	Water	Equipment	30.00	Yes	City	Non-Qualifying	8/27/1998	Other	$11,630	
01547	Floway Pumps multistage	Water	Equipment	10.00	No	City	Non-Qualifying	11/20/1998	Other	$15,336	
01637	Siesmic Mezzannine System	Water	Equipment	30.00	Yes	City	Non-Qualifying	10/16/1998	Other	$12,691	
01774	Trav-L-Vacx 300 Wachs Model	Water	Equipment			City	Non-Qualifying	6/29/2000	Other	$12,650	
01971	PUMP-DIVIDE WELL	Water	System - At Capacity	10.00	Yes	City	Non-Qualifying	6/30/2001	Production	$38,218	Divide Well
02128	Limitorque Actuator	Water	Equipment	15.00	Yes	City	Non-Qualifying	12/13/2001	Production	$5,521	
02129	Limitorque Actuator	Water	Equipment	15.00	Yes	City	Non-Qualifying	12/14/2001	Production	$5,521	
02140	Handheld Meter Reading Device	Water	Equipment	10.00	Yes	City	Non-Qualifying	10/18/2001	Other	$9,533	
02142	JSSD RTU antenna and cable	Water	Equipment	10.00	Yes	City	Non-Qualifying	6/27/2002	Transmission	$5,750	
02143	JSSD RTU antenna and cable	Water	Equipment	10.00	Yes	City	Non-Qualifying	6/27/2002	Transmission	$6,150	
02272	Floway 6 stage Replacement Bowl 51-45064	Water	Equipment	10.00	Yes	City	Non-Qualifying	10/16/2002	Transmission	$8,603	
02273	RTU Mine Tunnel 51-45048-7319	Water	Equipment	10.00	Yes	City	Non-Qualifying	9/10/2002	Production	$5,000	Scada
02274	RTU Spiro East and North 51-45048-7319	Water	Equipment	10.00	Yes	City	Non-Qualifying	9/10/2002	Transmission	$5,300	Scada
02275	RTU Resort 51-45048-7319	Water	Equipment	10.00	Yes	City	Non-Qualifying	9/10/2002	Transmission	$5,300	Scada
02276	RTU GOLF COURSE Back 9 51-45048-7319	Water	Equipment	10.00	Yes	City	Non-Qualifying	9/10/2002	Transmission	$5,500	Scada
02277	RTU GOLF COURSE Front 9 51-45048-7319	Water	Equipment	10.00	Yes	City	Non-Qualifying	9/10/2002	Transmission	$5,500	Scada
02344	Ingersoll Air Compressor-51-45064-7319	Water	Equipment	11.00	No	City	Non-Qualifying	8/20/2003	Other	$13,020	Spiro Water Treatement
02356	RTU-Judge Tunnel-51-45067-7319	Water	System - At Capacity	10.00	Yes	City	Non-Qualifying	11/26/2003	Production	$5,500	
02357	RTU for Judge Tunnel Alarms51-40451-5351	Water	Equipment	10.00	Yes	City	Non-Qualifying	11/6/2003	Production	$5,500	
02359	VXU Vehicle Unit with Laptop-Sensus 1-45	Water	Equipment	5.00	No	City	Non-Qualifying	12/18/2003	Other	$18,500	

56	02367	RTU-New Flume Site-51-45067-7319	Water	Equipment	10.00	Yes	City	Non-Qualifying	11/26/2003	Transmission	$5,500		56
57	02613	SUBMERSIBLE MOTOR-8" SANDFIGHTER	Water	Equipment	10.00	Yes	City	Non-Qualifying	10/18/2006	Production	$12,650		57
58	02677	RTU-TELEMETER EQUIPMENT	Water	Equipment	10.00	Yes	City	Non-Qualifying	1/23/2007	Transmission	$8,000		58
59	02761	AR5002 HHD	Water	Equipment	10.00	Yes	City	Non-Qualifying	6/22/2007	Transmission	$5,503	Telemetry	59
60	02762	AR5002 HHD	Water	Equipment	10.00	Yes	City	Non-Qualifying	6/30/2007	Transmission	$5,503	Telemetry	60
61	02943	NEW HAMMER CATERPILLAR HM 303 H55	Water	Vehicle	5.00	Yes	City	Non-Qualifying	2/28/2008	Other	$9,500		61
62	03283	2008 YAMAHA RHINO 700 SNOWMOBILE	Water	Vehicle	5.00	Yes	City	Non-Qualifying	8/7/2008	Other	$13,931		62
63	03467	2009 TAILER FOR 3,000 GAL TANK(FA 03514)	Water	Equipment	5.00	Yes	City	Non-Qualifying	5/21/2009	Other	$18,066		63
64	03514	3000 GAL WATER TANK GOES ON (FA 03467)	Water	Equipment	5.00	Yes	City	Non-Qualifying	6/11/2009	Other	$8,050	Tank	64
65	03778	BACKUP WATER SYSTEM IHC HOSPITAL	Water	Equipment	30.00	No	City	Non-Qualifying	10/29/2009	Other	$23,827	Temporary Developer Fix not in use	65
66	05374	FLAGSTFF PUMP STATION MODIFICATIONS	Water	Equipment	30.00	Yes	City	Non-Qualifying	11/11/2011	Transmission	$10,333	Addition to the Red Cloud Pumps	66
67	05376	SWAMP FOX RTU BALD EAGLE PUMP STATION	Water	Equipment	10.00	Yes	City	Non-Qualifying	12/22/2011	Transmission	$5,814	Telemetry	67
68	05377	SWAMP FOX RTU FLAGSTAFF PUMP STATION	Water	Equipment	10.00	Yes	City	Non-Qualifying	12/22/2011	Other	$7,446	Telemetry	68
69	05449	METER VAULT REPLACEMENT PROJECT	Water	Equipment	30.00	Yes	City	Non-Qualifying	8/12/2011	Transmission	$1,544,995		69
70	06064	9TH & EMPIRE AVE PRV RTU	Water	Equipment	10.00	Yes	City	Non-Qualifying	10/26/2012	Transmission	$7,625		70
71	06340	QUINNS WTP STAIR LIFTSARUM CHAIR	Water	System	20.00	Yes	City	Qualifying	2/15/2013	Treatment	$17,500		71
72	06417	QUINNS WTP PALL EQUIPMENT	Water	System	10.00	Yes	City	Qualifying	6/30/2012	Treatment	$1,632,145		72
73	06419	QUINNS WTP BOOM LIFT	Water	Equipment	15.00	Yes	City	Non-Qualifying	6/30/2012	Treatment	$16,825	Equipment related to plant	73
74	06420	QUINNS WTP HVAC	Water	System	20.00	Yes	City	Qualifying	6/30/2012	Treatment	$259,850		74
75	06421	QUINNS WTP FIRE SUPPRESSION SYSTEM	Water	System	30.00	Yes	City	Qualifying	6/30/2012	Treatment	$40,000		75
76	06422	QUINNS WTP SECURITY SYSTEM	Water	System	10.00	Yes	City	Qualifying	6/30/2012	Treatment	$157,218		76
77	06423	QUINNS WTP MULTI TERRAIN LOADER	Water	Equipment	15.00	Yes	City	Non-Qualifying	6/30/2012	Treatment	$66,781	Equipment related to plant	77
78	06424	QUINNS WTP LAB CABINETRY	Water	System	30.00	Yes	City	Qualifying	6/30/2012	Treatment	$16,382		78
79	06425	QUINNS WTP AMIAD ABE-15000 PRE-FILTER	Water	System	15.00	Yes	City	Qualifying	6/30/2012	Treatment	$61,508		79
80	06426	QUINNS WTP DR 5000 UV/VIS SPECTRO	Water	System	6.00	Yes	City	Non-Qualifying	6/30/2012	Treatment	$7,669		80
81	06428	QUINNS WTP GAC CONTACTOR TANK	Water	System	30.00	Yes	City	Qualifying	6/30/2012	Treatment	$290,000		81
82	06429	QUINNS WTP FRP STORAGE TANKS	Water	System	15.00	Yes	City	Qualifying	6/30/2012	Treatment	$100,000		82
83	06430	QUINNS WTP CHEM FEEDING EQUIP & PUMPS	Water	System	5.00	Yes	City	Non-Qualifying	6/30/2012	Treatment	$45,000		83
84	06431	QUINNS WTP LINES IN CHEMICAL ROOM	Water	System	5.00	Yes	City	Non-Qualifying	6/30/2012	Treatment	$75,000		84
85	06432	QUINNS WTP CIP PIPING IN CHEMICAL ROOM	Water	System	5.00	Yes	City	Non-Qualifying	6/30/2012	Treatment	$105,000		85
86	06433	QUINNS WTP BRIDGE CRANE & MONORAIL	Water	System	30.00	Yes	City	Qualifying	6/30/2012	Treatment	$81,000	Equipment related to plant	86
87	06434	QUINNS WTP HIGH SERVICE PUMPS	Water	System	10.00	Yes	City	Qualifying	6/30/2012	Treatment	$355,000		87
88	06435	QUINNS WTP PLATE SETTLERS	Water	System	20.00	Yes	City	Qualifying	6/30/2012	Treatment	$240,000		88
89	06436	QUINNS WTP CAVITY/END SUCTION PUMPS	Water	System	10.00	Yes	City	Qualifying	6/30/2012	Treatment	$60,000		89
90	06437	QUINNS WTP MEMBRANE TRAINS	Water	System	10.00	Yes	City	Qualifying	6/30/2012	Treatment	$50,000		90
91	06438	QUINNS WTP PIPE SUPPORTS/STAIRS	Water	System	30.00	Yes	City	Qualifying	6/30/2012	Treatment	$90,000		91
92	06439	QUINNS WTP ELECT CABLE TRAY	Water	System	30.00	Yes	City	Qualifying	6/30/2012	Treatment	$80,000		92
93	06440	QUINNS WTP INSTUMENTATION	Water	System	10.00	Yes	City	Qualifying	6/30/2012	Treatment	$297,000		93
94	06441	QUINNS WTP GENERATOR/FUEL TANK	Water	System	15.00	Yes	City	Qualifying	6/30/2012	Treatment	$500,000		94
95	06442	QUINNS WTP PALL EQUIPMENT FY 2013	Water	System	10.00	Yes	City	Qualifying	4/30/2013	Treatment	$188,071		95
96	00002	SPIRO WATER Treatment PLANT	Water	System - At Capacity	30.00	Yes	City	Non-Qualifying	11/30/1992	Treatment	$2,876,431		96
97	00003	10AC-500 FT ALONG WEST HOLIDAY RANCH	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,515		97
98	00004	6PVC-370 FT ALONG RED MAPLE CT. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$8,040		98
99	00005	10DI-700 FT ALONG HWY 248 NEAR HIGH SC	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$18,920		99
100	00006	10PMA-400 FT ALONG NORTHEAST MEADOWS	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$12,838		100
101	00007	10PVC-520 FT ALONG NORTH CRESTLINE DR	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$16,689		101
102	00008	10PVC-850 FT IN SOLAMERE II ALONG SOL	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$30,311		102
103	00009	10PVC-590 FT FROM HWY 248 TO SHOPPING	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$15,947		103
104	00010	13TH STREET & EMPIRE AVE. PUMPHOUSE	Water	System	30.00	Yes	City	Qualifying	6/15/1980	Transmission	$4,000		104
105	00011	12AC-570 FT FROM SPIRO TUNNEL TO THER	Water	System	30.00	Yes	City	Qualifying	6/15/1980	Transmission	$16,461		105
106	00012	12AC-ALONG MONITOR DR. 4H 4V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$25,702		106
107	00013	10PVC-850 FT ALONG DEER VALLEY EAST T	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$27,280		107
108	00014	12DI-890 FT FROM BOOTHILL RES TO HWY	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$25,702		108
109	00015	2PVC-160 FT ALONG DOUBLE JACK CT. OH	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$2,589		109
110	00016	12DI-890 FT FROM EMPIRE TO WOODSIDE R	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$25,702		110
111	00017	14AC-990 FT ALONG 3 KINGS DR. OH 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$30,803		111
112	00018	14DI-250 FT ALONG MAIN ST (2ND TO DAL	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,263		112
113	00019	14DI-250 FT FROM JUDGE TO EMPIRE LINE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$16,180		113
114	00020	14DI-530 FT WHERE JUDGE & ALLIANCE JO	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,139		114
115	00021	14DI-270 FT AROUND EMPIRE RESERVOIR	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$8,401		115
116	00022	2PVC-180 FT ALONG KEYSTONE CT. OH 1	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$2,913		116
117	00023	14DI-700 FT FROM HWY 248 NEAR HIGH SC	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$21,780		117

118	00024	2GAL-330 ST NORTHEAST OFF 13TH & NORF	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$4,255		118
119	00025	14DI-310 FT FROM ALLIANCE TO EMPIRE L	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$7,685		119
120	00026	6AC-880 FT ALONG NORTH SIDE HWY 248 N	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$19,123		120
121	00027	2PVC-200 FT ALONG SILVER QUEEN CT. O	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,237		121
122	00028	2PVC-160 FT ALONG NAIL DRIVE CT. OH	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$2,589		122
123	00029	6AC-310 FT ALONG COCHISE CT. 2H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$6,737		123
124	00030	2PVC-80 FT ALONG SINGLE JACK CT. OH	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$1,295		124
125	00031	4CI-740 FT ALONG 400 BLK MAIN PAST ON	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$18,507		125
126	00032	4CI-890 FT TO SEWAGE Treatment PLANT	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$22,259		126
127	00033	4PVC-410 FT FROM PARK AVE TO SNOW CTR	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$7,772		127
128	00034	4DI-320 FT ALONG PRUITE (MARSAC TO ON	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$8,003		128
129	00035	6AC-360 FT ALONG GOLD DUST LN. 1H 1	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$7,823		129
130	00036	6AC-200 FT EAST ALONG SOUTH OF PAYDAY	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$4,346		130
131	00037	6AC-220 FT ALONG WEBSTER CT. 1H OV	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$5,677		131
132	00038	4PVC-180 FT EAST OFF MAIN AT CAPTAIN	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,412		132
133	00039	6AC-270 FT ALONG CALUMET CR. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$5,867		133
134	00040	6AC-350 FT ALONG BELLE STAR CT. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$7,606		134
135	00041	6PVC-940 FT ON NORTHEAST SIDE OF HOME	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$20,427		135
136	00042	6AC-370 FT NORTHWEST OF MORNING STAR	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$8,040		136
137	00043	6AC-450 FT ALONG NORTH OF PAYDAY COND	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$9,779		137
138	00044	6AC-550 FT ALONG SAMUEL COLT CIRCLE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$11,952		138
139	00045	6AC-600 FT ALONG BUFFALO BILL DR. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,039		139
140	00046	6AC-800 FT ALONG MONARCH DR. 3H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$17,385		140
141	00047	6AC-650 FT ALONG SILVER KING DR. OH	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$11,254		141
142	00048	2PVC-200 FT ALONG BONANZA CT. OH 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,237		142
143	00049	6AC-820 FT ALONG WEBSTER DR. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$21,158		143
144	00050	6AC-840 FT ALONG BUTCH CASSIDY TO WYA	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$18,254		144
145	00051	6AC-750 FT MORNING STAR CT. 2H 0V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$16,298		145
146	00052	6AC-870 FT ALONG 3 KINGS CT. 1H 2V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$18,906		146
147	00053	6CI-500 FT ALONG CLAIM JUMPER CR. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,865		147
148	00054	6AV-90 FT FROM HWY 248 TO PACIFIC WEL	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$1,956		148
149	00055	6DI-190 FT FROM WOODSIDE TO PARK AV (	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,290		149
150	00056	6CI-620 FT ALONG HIDDEN SPLENDOR CR.	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,473		150
151	00057	6CI-820 FT ALONG THAYNES CANYON DR. T	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$17,819		151
152	00058	6DI-110 FT ALONG 11TH STREET OH OV	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$1,905		152
153	00059	6PVC-330 FT ALONG WHITE PINE CT. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$7,171		153
154	00060	6DI-110 FT SOUTH OFF WEST END IRON HO	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$1,905		154
155	00061	6DI-200 FT ALONG 10TH STREET OH OV	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,463		155
156	00062	6DI-150 FT ALONG KINGS RD. (NORFOLK T	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$2,597		156
157	00063	6DI-150 FT FROM GRANT TO SANDRIDGE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$2,597		157
158	00064	6CI-510 FT ALONG MARSAC AVE. 2H 3	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$14,622		158
159	00065	6DI-180 FT FROM NORFOLK TO WOODSIDE (	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,116		159
160	00066	6DI-450 FT TO SILVERBIRD CONDOS OH	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$11,611		160
161	00067	6DI-600 FT ALONG 13TH STREET OH 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,388		161
162	00068	6PVC-310 FT ALONG SUNRISE CR. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$6,737		162
163	00069	6DI-200 FT ALONG 4TH STREET (WOODSIDE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,463		163
164	00070	6DI-210 FT FROM WOODSIDE TO PARK AV (	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,636		164
165	00071	6DI-300 FT ALONG 12 TH STREET OH 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$5,194		165
166	00072	6PVC-190 FT ALONG 1360 BLK. WEST OFF	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,290		166
167	00073	6DI-300 FT ALONG 1450 BLK. EAST OFF P	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$5,194		167
168	00074	6PVC-310 FT ALONG ELADAR PLACE 1H 1	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$7,999		168
169	00075	6PVC-300 FT ALONG WILSON CT. 2H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$6,519		169
170	00076	6DI-320 FT ALONG 8TH STREET OH OV	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$5,540		170
171	00077	6DI-390 FT ALONG 5TH ST (MAIN TO WOO	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$6,752		171
172	00078	6PVC-190 FT ALONG DAVIS CT. OH 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$4,129		172
173	00079	6DI-470 FT ALONG 15TH STREET 1I 1W	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$8,137		173
174	00080	8PVC-700 FT FR. 10 NEAR SILVER KING	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,667		174
175	00081	6PVC-280 FT ALONG EAST SIDE SHOPPING	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$6,085		175
176	00082	6PVC-290 FT ALONG STANFORD CT. 1H 1	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$6,302		176
177	00083	6PVC-280 FT ALONG RED PINE CT. 1H 0	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$6,085		177
178	00084	6DI-600 FT ALONG 9TH STREET (EMPIRE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,388		178
179	00085	6DI-600 FT ALONG SANDRIDGE 2H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,388		179

180	00086	6DI-600 FT ALONG CHAMBERS AVE. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,388		180
181	00087	6PVC-100 FT ALONG SOUTH END OF SILVER	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$2,173		181
182	00088	6DI-770 FT ALONG PROSPECT AVE. 2H 2	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,332		182
183	00089	6DI-80 FT ALONG 1370 BLK. EAST OFF PA	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$1,385		183
184	00090	6DI-600 FT ALONG GRANT AVE. 3H 4V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,388		184
185	00091	6DI-850 FT ALONG WOODSIDE (13TH TO 15	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$14,717		185
186	00092	6PVC-100 FT ALONG 1410 BLK. WEST OFF	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$1,731		186
187	00093	6DI-600 FT ALONG 3RD STREET (MAIN ST	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,388		187
188	00094	6PVC-100 FT ALONG YAMAHA CT. OH 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$2,173		188
189	00095	6PVC-260 FT ALONG SAGURA CT. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$5,650		189
190	00096	6PVC-240 FT ALONG SPAULDING CT. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$5,215		190
191	00097	6PVC-200 FT ALONG SUNNY SLOPE CT. OH	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$4,346		191
192	00098	6PVC-130 FT ALONG DAYSTAR CR. OH 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,354		192
193	00099	6PVC-200 FT ALONG CREEK CT. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$5,161		193
194	00100	6DI-600 FT ALONG 2ND STREET (NORFOLK	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,388		194
195	00101	6PVC-170 FT ALONG YANEX CT. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,694		195
196	00102	6PVC-180 FT FROM MCHENRY AV TO ONTARI	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,116		196
197	00103	6PVC-110 FT ALONG HEAD CT. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$2,390		197
198	00104	6PVC-380 FT WEST OFF MAIN AT CAPTAIN	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$8,258		198
199	00105	12DI-890 FT FROM BOOTHILL RES TO HWY	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$25,702		199
200	00106	6PVC-400 FT ALONG CACHE OH 2V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,321		200
201	00107	6PVC-480 FT ALONG BONANZA DR. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,431		201
202	00108	6PVC-400 FT ALONG GERONIMO CT. 1H 1	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$8,692		202
203	00109	6PVC-410 FT ALONG GALILEO CT. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$8,910		203
204	00110	6PVC-420 FT ALONG TWILIGHT CT. 1H 1	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$9,127		204
205	00111	6PVC-440 FT ALONG POISON CREEK LANE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$9,562		205
206	00112	6PVC-520 FT ALONG AVATR CT. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,418		206
207	00113	6PVC-440 FT ALONG EQUESTRIAN WAY 2H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$9,562		207
208	00114	6PVC-450 FT ALONG CONDOS AT SOUTH END	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$9,779		208
209	00115	6PVC-450 FT FROM ANNIE OAKLY TO SIDEW	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$9,779		209
210	00116	6PVC-470 FT ALONG HACKNEY CT. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,214		210
211	00117	6PVC-600 FT ALONG VENUS CT. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,039		211
212	00118	6PVC-680 FT ALONG SUNSET CT. 2H 2V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$14,777		212
213	00119	6PVC-440 FT ALONG THAYNES CANYON WAY	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$9,562		213
214	00120	6PVC-520 FT ALONG MORNING STAR DR. 0	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$11,300		214
215	00121	6PVC-530 FT ALONG LAKE VIEW CT. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$11,517		215
216	00122	6PVC-590 FT ALONG LITTLE BESSY AV. WE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$12,821		216
217	00123	6PVC-590 FT ALONG WOODBINE WAY 2H 2	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,215		217
218	00124	6PVC-600 FT ALONG MELLOW MT. RD. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$15,482		218
219	00125	6PVC-680 FT ALONG ARABIAN DR. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$14,777		219
220	00126	6PVC-600 FT ALONG INA AVE. 2H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,039		220
221	00127	6PVC-610 FT ALONG MCHENRY AV 1H 3V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,561		221
222	00128	6PVC-670 FT FR ARABIAN DR. TO LUCKY	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$14,560		222
223	00129	6PVC-460 FT ALONG RIVER BIRCH CT. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$9,996		223
224	00130	6PVC-690 FT ALONG MOUNTAIN OAK CT. 1	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$14,994		224
225	00131	6PVC-690 FT ALONG SHORT LINE DR. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$11,947		225
226	00132	8PVC-800 FT ALONG NORTHERNMOST LUCKY	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$19,604		226
227	00133	8PMA-450 FT FROM HACKNEY CT. TO CREST	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,094		227
228	00134	6PVC-800 FT ALONG SUMMIT RD. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$13,851		228
229	00135	6PVC-810 FT ALONG MORAY CT. 2H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$17,602		229
230	00136	6PVC-900 FT ALONG DAYSTAR	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$23,223		230
231	00137	6PVC-900 FT ALONG SUNNYSIDE DR. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$23,223		231
232	00138	8PMA-550 FT FROM AMERICAN SADDLER DR.	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$16,003		232
233	00139	6PVC-900 FT ALONG DAYSTAR OH OV	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$23,223		233
234	00140	6PVC-970 FT FROM EMPIRE TO NORTH STAR	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$16,794		234
235	00141	8AC-110 FT ALONG SOUTH END WYATT EARP	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$2,696		235
236	00142	8DI-750 FT TO SILVER LAKE LODGE OH	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$18,379		236
237	00143	8PVC-500 FT EAST FROM NORTHWEST END M	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$14,549		237
238	00144	6PVC-720 FT ALONG AMERICAN SADDLER DR	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$15,646		238
239	00145	6PVC-790 FT A T-CONN. ALONG QUACKING	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$17,167		239
240	00146	8PVC-170 WEST OFF SOUTH END MCCLEO	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$4,946		240
241	00147	8PVC-200 FT ALONG DUNLOP CT. 1H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$4,901		241

242	00148	8PVC-2680 FT ALONG NORTH DEER VALLEY	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$65,674		242
243	00149	8PVC-280 FT NORTH OFF SOUTH END MCCLE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$8,147		243
244	00150	8PVC-420 FT NORTHWEST OFF DEER VAL DR	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$10,292		244
245	00151	8PVC-660 FT ALONG EAGLE CT. 2H OV	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$16,173		245
246	00152	8PVC-370 FT 3 LINES OFF AERIE-ROYAL-N	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$9,067		246
247	00153	8PVC-510 FT FROM AERIE DR. TO ROYAL C	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$12,498		247
248	00154	8PVC-600 FT ALONG PINNACLE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$17,458		248
249	00155	10DI-600 FT WEST OFF LOWELL AROUND N.	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$12,921		249
250	00156	8PVC-800 FT ALONG ASPENWOOD	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$23,278		250
251	00157	6PVC-390 FT ALONG RD. WEST OF BONANZA	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$8,475		251
252	00158	8PVC-890 FT ALONG LOFTY LN. 2H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$21,810		252
253	00159	DONATED IMPROVEMENTS	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$526,964		253
254	00161	8PVC-880 FT ALONG FAIRWAY VILLAGE DR.	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$21,565		254
255	00162	DONATED IMPROVEMENTS	Water	Project	35.00		Project	Non-Qualifying	6/15/1980	Other	$62,433		255
256	00163	MAIN STREET COSTS	Water	Project	35.00		Project	Non-Qualifying	6/15/1980	Other	$13,900		256
257	00164	EMPIRE RESERVOIR-1000000 GALLONS-S	Water	System	50.00	Yes	City	Qualifying	6/15/1980	Storage	$250,000	Empire Tank	257
258	00165	DONATED IMPROVEMENTS	Water	Project			Project	Non-Qualifying	6/15/1980	Other	$142,985		258
259	00166	BOOTHILL RESERVOIR-1000000 GALLONS	Water	System	50.00	Yes	City	Qualifying	6/15/1980	Storage	$311,102	Boothill	259
260	00167	TELEMETERING PANEL	Water	System		no	City	Non-Qualifying	6/15/1980	Transmission	$20,000		260
261	00168	MASONIC HILL WATER TANK	Water	System	50.00	Yes	City	Qualifying	6/15/1980	Storage	$807,687	Masonic Hill	261
262	00169	8PVC-ALONG PINNACLE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$3,783		262
263	00170	8PVC-940 FT WEST OF CONDOS AT SOUTH E	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$23,035		263
264	00171	MAIN STREET PROJECT	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$951,795		264
265	00172	MASONIC RESERVOIR-500000 GALLONS-RE	Water	System		NO	City	Non-Qualifying	6/15/1980	Storage	$200,000	Original Tank not in service	265
266	00173	TELEMETERING PANEL	Water	System		No	City	Non-Qualifying	6/15/1980	Transmission	$20,000		266
267	00174	SILVER LAKE RESERVOIR-800000 GALLONS	Water	System		No	City	Non-Qualifying	6/15/1980	Storage	$250,000	Silver Lake Tank	267
268	00175	TELEMETERING PANEL	Water	System		No	City	Non-Qualifying	6/15/1980	Transmission	$20,000		268
269	00176	THAYNES CANYON RESERVOIR-500000 GALL	Water	System	50.00	Yes	City	Qualifying	6/15/1980	Storage	$250,000	Thaynes #1	269
270	00177	8DI-210 FT ALONG SOUTHWEST END HOMEST	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$5,146		270
271	00178	NORTH LAKE FLAT RESERVOIR-240000 GAL	Water	System - At Capacity	50.00	Yes	City	Non-Qualifying	6/15/1980	Storage	$190,000	North Lake Flat	271
272	00179	TELEMETERING PANEL	Water	System		NO	City	Non-Qualifying	6/15/1980	Transmission	$20,000		272
273	00180	NORTH LAKE FLAT BOOSTER STATION--WEST	Water	System		no	City	Non-Qualifying	6/15/1980	Transmission	$5,000		273
274	00181	NECK TANK BOOSTER STATION--SKI RUM ABO	Water	System		NO	City	Non-Qualifying	6/15/1980	Transmission	$30,000		274
275	00182	NECK RESERVOIR-600000 GALLONS-REINF	Water	System - At Capacity	50.00	Yes	City	Non-Qualifying	6/15/1980	Storage	$300,000	Neck Reservoir	275
276	00183	WOODSIDE RESERVOIR-500000 GALLONS-R	Water	System - At Capacity	50.00	Yes	City	Non-Qualifying	6/15/1980	Storage	$200,000	Woodside	276
277	00184	WATER IMPROVEMENTS	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$146,346		277
278	00185	WATER IMPROVEMENTS FUND 52	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$501,017		278
279	00186	WATER IMPROVEMENTS FUND 52	Water	System	35.00	Yes	City	Qualifying	6/30/1990	Transmission	$637,762		279
280	00187	OSGUTHORPE PUMP AND WELL	Water	System - At Capacity		No	City	Non-Qualifying	12/31/1990	Production	$100,000		280
281	00188	WATER Treatment PLANT	Water	System - At Capacity	30.00	Yes	City	Non-Qualifying	4/30/1991	Treatment	$72,103	Mixing Vault?	281
282	00189	MIDDLE SCHOOL WELL	Water	System - At Capacity	50.00	Yes	City	Non-Qualifying	4/30/1991	Production	$15,262		282
283	00190	SPIRO TUNNEL IMPROVEMENTS	Water	System - At Capacity	100.00	Yes	City	Non-Qualifying	6/30/1992	Production	$360,000		283
284	00191	JUDGE TUNNEL IMPROVEMENTS	Water	System - At Capacity	100.00	Yes	City	Non-Qualifying	3/31/1993	Production	$100,000		284
285	00192	PC RESORT WATER LINE	Water	System	35.00	Yes	City	Qualifying	5/30/1993	Transmission	$811,000		285
286	00193	PC RESORT WATER LINE	Water	System	35.00	Yes	City	Qualifying	8/30/1993	Transmission	$45,783		286
287	00194	4TH STREET UTILITY LINE	Water	System	35.00	Yes	City	Qualifying	9/30/1993	Transmission	$8,460		287
288	00195	JUDGE TUNNEL IMPROVEMENTS	Water	System - At Capacity	100.00	Yes	City	Non-Qualifying	11/30/1993	Production	$100,536		288
289	00196	AERIE PUMP STATION	Water	System	30.00	Yes	City	Qualifying	5/30/1994	Transmission	$10,762		289
290	00197	WATER SYSTEM IMPROVEMENTS	Water	System	35.00	Yes	City	Qualifying	6/30/1994	Transmission	$5,975		290
291	00198	FLUME #9 WATERING POND	Water	System	35.00	Yes	City	Qualifying	6/30/1994	Storage	$17,289	Raquet Club	291
292	00199	SPIRO PILOT PLANT	Water	System - At Capacity		no	City	Non-Qualifying	6/30/1994	Treatment	$143,662		292
293	00200	AUTOMATIC READ WATER METERS	Water	System	10.00	No	City	Non-Qualifying	6/30/1994	Transmission	$138,548		293
294	00201	10AC-1110 FT ALONG SOUTH END OF 3 KIN	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$30,002		294
295	00202	8DI-1400 FT ALONG EAST END IRON HORSE	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$45,262		295
296	00203	8AC-1850 FT ALONG WEST OF LITTLE KATE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$45,334		296
297	00204	8DI-1000 FT WEST OFF LOWELL AROUND S.	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$19,524		297
298	00205	8DI-1800 FT FROM MASONIC RES. TO PRV-	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$35,143		298

299	00206	6PVC-4500 FT ALONG LUCKY JOHN DR. (SO	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$97,789		299
300	00207	8DI-1950 FT ALONG EAST SIDE PARK AV(P	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$38,072		300
301	00208	8DI-2200 FT ALONG CHATHAM CROSSING	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$64,013		301
302	00209	8AC-1340 FT ALONG CRESENT DR. 3H 5V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$32,837		302
303	00210	6PVC-2000 FT ALONG PARK MEADOWS DR.	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$43,462		303
304	00211	6PVC-2100 FT ALONG EVENING STAR DR.	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$45,635		304
305	00212	8PMA-1080 FT ALONG SOUTHEAST MEADOWS	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$31,425		305
306	00213	6PVC-1000 FT ALONG ROSSI HILL & COALI	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$25,803		306
307	00214	6DI-3000 FT ALONG WOODSIDE (7TH S. TO	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$51,941		307
308	00215	6DI-6470 FT ALONG PARK AV(PRV-15 TO P	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$112,020		308
309	00216	6PVC-1200 FT ALONG WEST OF RACQUET CL	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$26,077		309
310	00217	6PVC-1730 FT ALONG CAPTAIN MOLLY DRIV	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$37,595		310
311	00218	6PVC-1400 FT ALONG ANNIE OAKLY DR. TO	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$30,423		311
312	00219	6PVC-1480 FT ALONG UPPER NORTH OF LUC	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$32,162		312
313	00220	8DI-3930 FT FROM HEBER AV TO DEER VAL	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$96,305		313
314	00221	8PVC-1000 FT ALONG QUEEN ESTER	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$29,097		314
315	00222	8PMA-1260 FT ALONG SOUTH OF CRESTLING	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$36,662		315
316	00223	8PVC-4540 FT ALONG SIDEWINDER DR 6H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$111,253		316
317	00224	8PVC-3620 FT ALONG HOLIDAY RANCH LOOP	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$88,709		317
318	00225	8PVC-3800 FT ALONG AERIE DR. 7H 5V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$93,120		318
319	00226	8PVC-900 FT IN SOLAMERE II ALONG TELE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$29,097		319
320	00227	8PVC-2580 FT ALONG HWY 248 TO HWY 224	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$63,223		320
321	00228	IMPROVEMENTS	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$35,736		321
322	00230	8PVC-2870 FT ALONG TELEMARK DRD. 6H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$83,508		322
323	00231	8PVC-2200 FT FROM NECK BOOSTER PUMP T	Water	System	-	no	City	Non-Qualifying	6/15/1980	Transmission	$53,911		323
324	00232	8PVC-2280 FT ALONG SADDLE VIEW WAY 4	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$66,341		324
325	00233	6DI-2700 FT ALONG PARK AV (7TH TO DAL	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$46,747		325
326	00234	8PVC-1400 FT IN AND AROUND LAKESIDE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$40,736		326
327	00235	8PVC-1300 FT ALONG SOUTH END FAIRWAY	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$31,857		327
328	00236	8PVC-1340 FT ALONG SILVER CLOUD (WEST	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$32,837		328
329	00237	8PVC-1440 FT ALONG EAST RACQUET CLUBB	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$35,287		329
330	00238	8PVC-2000 FT ALONG EAGLE DR. 2H 4V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$49,010		330
331	00239	8PVC-1580 FT AROUND STONEBRIDGE WEST	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$38,718		331
332	00240	10AC-1400 FT ALONG MIDDLE OF LUCKY JO	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$37,841		332
333	00241	6DI-2800 FT ALONG LOWELL AV(ENDS TO E	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$48,479		333
334	00242	8PVC-1770 FT ALONG COMSTOCK DR. 2H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$43,374		334
335	00243	6DI-2320 FT ALONG NORFOLK AV (770 TO	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$40,168		335
336	00244	6DI-1800 FT ALONG WOODSIDE (PRD-7 TO	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$31,165		336
337	00245	10PVC-3270 FT ALONG SOLAMERE DR. 3H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$119,390		337
338	00246	10PVC-1970 FT ALONG MCCLEOD CK. RD.	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$63,225		338
339	00247	10PVC-2110 FT ALONG LITTLE KATE RD. (	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$57,032		339
340	00248	10PVC-4590 FT ALONG MEADOWS DR. 7H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$124,064		340
341	00249	10PVC-4060 FT ALONG AERIE DR TO ROYAL	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$109,738		341
342	00250	10PMA-5090 FT FROM BOOSTER IN PROSP.	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$181,509		342
343	00251	12AC-1160 FT FROM SILVER LAKE RES. TO	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$39,776		343
344	00252	12AC-1520 FT ALONG MIDDLE PORTION OF	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$43,895		344
345	00253	10PVC-1900 FT FROM MEADOWS DR. TO QUA	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$60,979		345
346	00254	10DI-6460 FT FR. EMPIRE AT 13TH TO NO	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$139,117		346
347	00255	10PCD-4000 FT ALONG DEER VALLEY EAST	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$128,376		347
348	00256	12DI-1200 FT FROM WOODSIDE RES TO 3KI	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$27,610		348
349	00257	10AC-1750 FT ALONG HWY 248 FR PACIFIC	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$47,301		349
350	00258	10AC-2130 FT ALONG STERLING RD. OH 2	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$57,572		350
351	00259	10AC-2110 FT FROM SILVER KING TO 13TH	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$45,439		351
352	00260	10AC-3800 FT ALONG ROYAL ST EAST OH	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$102,711		352
353	00261	10AC-1520 FT FROM ROYAL EAST TO N LAK	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$41,084		353
354	00262	10DI-3500 FT ALONG EMPIRE (15TH SOUTH	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$75,373		354
355	00263	10AC-3800 FT ALONG ROYAL ST. WEST OH	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$102,711		355
356	00264	10DI-1240 FT ALONG IRON HORSE DR. 2H	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$26,703		356
357	00265	12AC-2360 FROM THAYNES RES TO THERIOT	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$68,154		357
358	00266	12AC-2120 FT FR HOLIDAY RAN LOOP RD T	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$61,223		358
359	00267	12DI-2570 FT ALONG HWY 248 FR BONANZA	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$74,218		359
360	00268	6AC-1800 FT ALONG PROSPECTOR AVE. 3H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$39,116		360

361	00269	6AC-2100 FT ALONG PAYDAY DR. 5H 4V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$45,635		361
362	00270	6AV-1800 FT ALONG DOC HOLLIDAY DR.	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$39,116		362
363	00271	6CI-1240 FT ALONG PROSPECTOR DR. 3H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$26,946		363
364	00272	6CI-1800 FT ALONG NORTH OF THAYNES CA	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$39,116		364
365	00273	6DI-1050 FT ALONG SAMPSON AC 1H 2V	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$18,180		365
366	00274	6DI-1300 FT ALONG OLIVE BRANCH 3H 3	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$22,508		366
367	00275	12DI-2960 FT ALONG DALY AVE. 5H 3	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$85,481		367
368	00276	6 DI-2750 FT FROM ONTARIO TO HILLSIDE	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$78,843		368
369	00277	6DI-1400 FT FROM MASONIC RES TO PARK	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$24,239		369
370	00278	12PMA-10500 FT INTO SPIRO TUNNEL	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$303,225		370
371	00279	12PVC-1560 FR FROM NECK TANK TO SNOWP	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$45,051		371
372	00280	14 DI-2520 FT FROM EMPIRE RES TO PRV-1	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$62,471		372
373	00281	12PMA-10500 FT INTO SPIRO TUNNEL	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$14,439		373
374	00282	14AC-1170 FT ALONG SOUTH THAYNES CANY	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$36,404		374
375	00283	16AC-1860 FT ALONG THAYNES RES TO 3 K	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$63,033		375
376	00284	WATER TANK & PUMP STATION - OAKS RESEVOI	Water	Project	50.00	Yes	Project	Non-Qualifying	6/30/1991	Storage	$419,800		376
377	00285	WATER LINE HYDRANTS METER VAULTS - OAK	Water	System	30.00	Yes	City	Qualifying	6/30/1991	Transmission	$369,644		377
378	00286	WATER LINE HYDRANTS ETC-MEADOWS EST 1B	Water	System	30.00	Yes	City	Qualifying	6/30/1991	Transmission	$25,162		378
379	00287	WATER LINE HYDRANTS ETC-MEADOWS EST 1A	Water	System	30.00	Yes	City	Qualifying	6/30/1991	Transmission	$103,986		379
380	00288	WATER LINE VALVES ETC-SILVER LAKE VILLAG	Water	System	15.00	Yes	City	Qualifying	6/30/1991	Transmission	$57,845		380
381	00289	OTHER	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$1,012,041	Water Lines	381
382	00290	WATER LINE HYDRANTS ETC-MOUNTAIN RIDGE	Water	System	30.00	Yes	City	Qualifying	6/30/1992	Transmission	$84,500		382
383	00291	WATER LINE HYDRANTS ETC-WEST RIDGE 1&2	Water	System	30.00	Yes	City	Qualifying	6/30/1992	Transmission	$131,012		383
384	00292	WATER TANK - NORTH OF PARK MOUNTAIN (#15	Water	System	50.00	Yes	City	Qualifying	8/30/1992	Storage	$80,620	Fairway Hills Tank	384
385	00293	WATER DEPT. PUMP STATION	Water	System	30.00	Yes	City	Qualifying	9/30/1992	Transmission	$1,570	Fairway Hills	385
386	00296	OTHER	Water	System	35.00	Yes	City	Qualifying	6/30/1994	Transmission	$63,030	Water Lines	386
387	00297	WATER LINE - FAIRWAY MEADOWS	Water	System	35.00	Yes	City	Qualifying	6/30/1994	Transmission	$146,464		387
388	00298	WATER LINE HYDRANTS ETC-MORNING STAR E	Water	System	35.00	Yes	City	Qualifying	6/30/1994	Transmission	$125,545		388
389	00299	WATER LINES VAULT ETC - TOWN LIFT PHAS	Water	System	35.00	Yes	City	Qualifying	6/30/1994	Transmission	$65,806		389
390	00300	WATER LINE VALVES ETC - WILLOW RANCH	Water	System	35.00	Yes	City	Qualifying	6/30/1994	Transmission	$53,200		390
391	00301	WATER VALVES LINE ETC-ASPEN SPR RANCH	Water	System	35.00	Yes	City	Qualifying	6/30/1994	Transmission	$163,674		391
392	00302	WATER LINE VALVES ETC-FAIRWAY HILLS EST	Water	System	35.00	Yes	City	Qualifying	6/30/1994	Transmission	$210,441		392
393	00303	METER VAULTS - KNOLHEIM SUBDIVISION	Water	System	35.00	Yes	City	Qualifying	6/30/1994	Transmission	$6,820		393
394	00304	6 AC-310 FT ALONG COCHISE CT. 2H 1V	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$6,737		394
395	00305	8 PVC-1000 FT ALONG QUEEN ESTER	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$29,097		395
396	00306	8 PVC-410 FT OFF MCCLEOD CREEK CT. 1H	Water	Project	35.00	Yes	Project	Non-Qualifying	6/15/1980	Transmission	$11,930		396
397	00307	12 PVC-1200 FT FR THERIOT SPRINGS TO G	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$45,720		397
398	00308	8DI-1930 FT FROM HEBER AV TO DEER VAL	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$37,681		398
399	00309	6PVC-1340 FT ALONG WEST SIDE HWY 224	Water	System	35.00	Yes	City	Qualifying	6/15/1980	Transmission	$29,119		399
400	00310	GOLF COURSE NORTH PUMP STATION	Golf Course	Project			Project	Non-Qualifying	6/15/1980	Other	$3,000		400
401	00311	6CI-1160 FT ALONG WEST SIDE OF HWY 22	Water	System	35.00		City	Non-Qualifying	6/15/1980	Transmission	$25,208		401
402	00312	DEMONSTRATION GARDEN IMP.	Water	Conservation		NO	City	Non-Qualifying	10/30/1991	Other	$90,000		402
403	00313	THAYNES BUFFER	Parks and Recreation	Project			Project	Non-Qualifying	6/15/1980	Other	$7,100		403
404	00314	OTHER - WATER LINES AND VALVES	Water	System	35.00	Yes	City	Qualifying	6/30/1989	Transmission	$14,599		404
405	00315	WATER LINE HYDRANTS ETC-RISNER RIDGE 1	Water	System	35.00	Yes	City	Qualifying	6/30/1989	Transmission	$153,709		405
406	00316	WATER LINE VALVES ETC - EVERGREEN	Water	System	35.00	Yes	City	Qualifying	6/30/1989	Transmission	$223,727		406
407	00317	WATER LINE HYDRANTS ETC-STAG LODGE PH	Water	System	35.00	Yes	City	Qualifying	6/30/1989	Transmission	$36,730		407
408	00318	WATER LINE HYDRANTS ETC-RISNER RIDGE 2	Water	System	35.00	Yes	City	Qualifying	6/30/1989	Transmission	$41,734		408
409	00319	WATER LINE VALVES ETC-MEADOWS DR 1989	Water	System	35.00	Yes	City	Qualifying	6/30/1989	Transmission	$28,290		409
410	00320	VALVES HYDRANTS ETC RIDGE at SILVER LA	Water	System	35.00	Yes	City	Qualifying	7/30/1989	Transmission	$1,650		410
411	00321	METER VAULTS - FAIRWAY VILLAGE 2	Water	Project	36.00	Yes	Project	Non-Qualifying	7/30/1989	Transmission	$3,465	Developer installed	411
412	00322	WATER LINE HYDRANTS ETC-STAG LODGE 2	Water	System	35.00	Yes	City	Qualifying	7/30/1989	Transmission	$2,630		412
413	00323	WATER LINE HYDRANTS VAULTS-RISNER RIDG	Water	System	35.00	Yes	City	Qualifying	7/30/1989	Transmission	$32,480		413
414	00324	WATER LINE VALVES ETC - EVERGREEN	Water	System	35.00	Yes	City	Qualifying	7/30/1989	Transmission	$62,130		414
415	00364	WATER LINES HYDRANTS BOXES-PINNACLE 1 an	Water	System	35.00	Yes	City	Qualifying	6/30/1985	Transmission	$20,000		415
416	00365	WATER LINES HYDRANTS BOXES-LAMACONNE	Water	System	35.00	Yes	City	Qualifying	6/30/1985	Transmission	$5,000		416
417	00366	WATER LINES HYDRANTS BOXES-ASPEN HOLL	Water	System	35.00	Yes	City	Qualifying	6/30/1985	Transmission	$5,000		417
418	00367	VALVE VAULT - PINNACLE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1986	Transmission	$23,000		418
419	00368	WATER LINE HYDRANT METER VAULT-STAG LO	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1986	Transmission	$6,489		419
420	00369	WATER LINE HYDRANT BOXES - TRAILSIDE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1986	Transmission	$4,555		420
421	00370	WATER LINE HYDRANT BOXES - WOODS at DE	Water	System	35.00	Yes	City	Qualifying	6/30/1986	Transmission	$5,273	The Woods Deervalley	421
422	00371	WATER LINE - PINNACLE	Water	System	35.00	Yes	City	Qualifying	6/30/1986	Transmission	$10,635		422

423	00372	WATER LINE HYDRANT BOXES - STERLINGWOO	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1986	Transmission	$5,310		423
424	00373	WATER LINE & HYDRANTS - NORDIC VILLAGE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1987	Transmission	$43,980		424
425	00374	WATER LINE & HYDRANTS - RADISSON FIRE LI	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1987	transmission	$28,600		425
426	00375	WATER LINE HYDRANTS ETC-FOUR LAKES VIL	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1992	Transmission	$182,090		426
427	00376	METER VAULT - THAYNES CANYON #8	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1994	Transmission	$3,000		427
428	00387	WATER LINES VALVES ETC-FAIRWAY HILLS EST	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1995	Transmission	$204,500		428
429	00388	WATER LINES VALVES ETC-ASPEN SPRINGS RAN	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1995	Transmission	$187,650		429
430	00389	WATER LINES VALVES ETC-DEER LAKE VILLAGE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1995	Transmission	$53,940		430
431	00390	CHATHAM CROSSING PUMP STATION	Water	System	30.00	Yes	City	Qualifying	4/30/1995	Transmission	$875,068		431
432	00398	WATER LINES VALVES ETC-DEER LAKE VILLAGE	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1996	Transmission	$62,930		432
433	00399	WATER LINES VALVES ETC-HIDDEN MEADOW SUB	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1996	Transmission	$413,666		433
434	00400	WATER LINES VALVES ETC-SILVER MEADOWS ES	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1996	Transmission	$106,430		434
435	00401	WATER LINES VALVES ETC-SNOW CREEK COMMON	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1996	Transmission	$48,620		435
436	01230	Aspen Villas WATER Improvements	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1997	Transmission	$14,454		436
437	01436	WATER Mains(8in and 12in) fire hydrants	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1998	Transmission	$259,860		437
438	01437	WATER Mains(8in) hydrants valves WATER	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1998	Transmission	$178,875		438
439	01438	WATER Meter(6in) hydrants 6in PRV Vault	Water	System	30.00	Yes	City	Qualifying	6/30/1998	Transmission	$35,000		439
440	01439	WATER Line (8in) hydrant meter vaults	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1998	Transmission	$34,730		440
441	01627	4 8 10 12in WATER Mains Hydrants Meter B	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1999	Transmission	$205,188		441
442	01628	4in Main WATER Services Meter Box Assem	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/1999	Transmission	$6,080		442
443	01629	250,000 Gallon WATER Tank Pump Station 6	Water	System	50.00	Yes	City	Qualifying	6/30/1999	Storage	$402,853	Sandstone Cove	443
444	01796	WOODSIDE	Water	System	35.00	Yes	City	Qualifying	6/30/2000	Transmission	$600,623	Woodside Ave reconstruction	444
445	01799	8 12IN WATER MAINS HYDRANTS VALVES	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2000	Transmission	$175,820		445
446	01800	6IN METER HYDRANT	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2000	Transmission	$17,500		446
447	01801	WATER METER ASSEMBLY	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2000	Transmission	$6,500		447
448	01802	4 8IN WATER MAINS HYDRANTS VALVES	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2000	Transmission	$45,816		448
449	01803	8IN WATER MAINS HYDRANTS VALVES	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2000	Transmission	$50,725		449
450	01804	8IN WATER MAIN HYDRANTS 4 6IN WATER MET	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2000	Transmission	$46,750		450
451	01870	Divide Well	Water	System - At Capacity	50.00	Yes	City	Non-Qualifying	6/30/2001	Production	$204,525		451
452	01904	10in ductile iron pipes pressure red va	Water	System	35.00	Yes	City	Qualifying	6/30/2001	Production	$121,945	Park Meadows Well	452
453	01905	8in ductile iron pipes hydrants WATER	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2001	Transmission	$83,216		453
454	01906	8in DIP WATER lines gate valves hydra	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2001	Transmission	$32,700		454
455	01907	8in DIP WATER lines gate valves appurte	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2001	Transmission	$16,260		455
456	01908	8in Class 350 DIP PRV vault meter vault	Water	System	35.00	Yes	City	Qualifying	6/30/2001	Transmission	$130,300		456
457	01978	Woodside	Water	System	35.00	Yes	City	Qualifying	10/10/2000	Transmission	$14,377	Woodside Ave Replacement	457
458	02136	Chatham Crossing-8in ductile iron pipes	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2002	Transmission	$327,080		458
459	02137	Eagle Pointe no 3-6 and 8in iron pipe valve	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2002	Transmission	$53,800	Eagle Pointe	459
460	02138	Meadows Dr at Eagle Pt no 3-8 and 12in	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2002	Transmission	$180,200		460
461	02139	Stein Ericksen Ph 3 no 3-4 6and8in iron	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2002	Transmission	$77,000		461
462	02157	JUDGE TUNNEL IMPROVEMENTS	Water	System - At Capacity	100.00	Yes	City	Non-Qualifying	11/30/2001	Production	$195,214		462
463	02309	Pipes valves hydrants-Empire Canyon Day	Water	System	35.00	Yes	City	Qualifying	6/30/2003	Transmission	$304,157		463
464	02310	Buried Concrete WATER Tank-Flagstaff 1 M	Water	System	50.00	Yes	City	Qualifying	6/30/2003	Storage	$780,000	Flagstaff Tank	464
465	02328	JSSD Pipeline-51-45094-7319	Water	System	35.00	Yes	City	Qualifying	7/3/2002	Transmission	$551,456		465
466	02330	Middle School WATERline-51-45090-7319	Water	System	35.00	Yes	City	Qualifying	9/10/2002	Transmission	$169,844		466
467	02338	Spiro WATER Project-51-45086-7319	Water	System - At Capacity	30.00	Yes	City	Non-Qualifying	6/30/2003	Treatment	$239,274	WTP expansion	467
468	02364	Ontario Court Ivers-Developer Donated Pi	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2004	Other	$27,584		468
469	02365	Ontario Court Block 52 Ext. Pipes Valves	Water	System	35.00	Yes	City	Qualifying	6/30/2004	Transmission	$25,510		469
470	02366	Norfolk Ave Extension at 13th St-Pipes V	Water	System	35.00	Yes	City	Qualifying	6/30/2004	Transmission	$17,544		470
471	02368	RTU Telemetry System Spiro Plant-51-4508	Water	System	35.00	Yes	City	Qualifying	2/12/2004	Transmission	$62,775		471
472	02383	Spiro Filtration Plant Expansion & Upgra	Water	System - At Capacity	35.00	Yes	City	Non-Qualifying	4/22/2004	Treatment	$1,328,319		472
473	02384	TMMS WATERline Final Settlement-51-45090	Water	System	35.00	Yes	City	Qualifying	7/1/2003	Transmission	$41,622		473
474	02440	Empire Pass Pump Station #2-Developer Do	Water	Project	30.00	Yes	Project	Non-Qualifying	6/30/2005	Transmission	$350,000	Daly Pump Station	474
475	02441	Marsac Ave WATER system-incl Northside V	Water	System	35.00	Yes	City	Qualifying	6/30/2005	transmission	$637,483		475
476	02467	FY2005 Street Addition-Upper Park Avenue	Water	System	35.00	Yes	City	Qualifying	10/28/2004	Transmission	$660,703		476
477	02486	Vaults Valves Hydrants - Eagle Point P	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2005	Transmission	$92,918		477
478	02545	WATER LINES WITHIN QUINNS COMPLEX	Water	Project	35.00	Yes	Project	Non-Qualifying	2/24/2006	Treatment	$286,416		478
479	02546	WATER LINES-PARK MEADOWS TO QUINNS	Water	System	35.00	Yes	City	Qualifying	6/30/2006	Transmission	$185,602		479
480	02547	STORM WATER PIPES QUINNS COMPLEX	Storm Water	Not Water		Yes	City	Non-Qualifying	6/30/2006	Other	$149,900	Not water Dept	480
481	02548	WATER LINE RELOCATION - NEW CHINA BRIDGE	Water	System	35.00	Yes	City	Qualifying	4/24/2006	Transmission	$70,258	Addition with minor relocation	481
482	02549	WATER IMPROVEMENTS APRIL MOUNTAIN (DEVELOPER DONATED)	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2006	Other	$294,916		482

483	02550	WATER IMPROVEMENTS-KINGS ROAD ESTATES (DEVELOPER DONATED)	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2006	Other	$80,500		483
484	02551	SPIRO WATER PLANT STAGE 2	Water	System - At Capacity	30.00	yes	City	Non-Qualifying	7/6/2005	Treatment	$2,014,462		484
485	02654	MODULAR OFFICE FOR MINERS SHOP	Water	Equipment	10.00	Yes	City	Non-Qualifying	11/9/2006	Other	$13,685		485
486	02783	WATER LINES - FIELDS IRRIGATION	Parks and Recreation	Not Water			City	Non-Qualifying	10/1/2006	Other	$262,073	Parks Dept	486
487	02825	PARK MEADOWS WELL	Water	System - At Capacity	15.00	Yes	City	Non-Qualifying	7/31/2006	Production	$1,129,085	UV system	487
488	03015	SOLAMERE PUMP STATION UPGRADE	Water	System	30.00	Yes	City	Qualifying	12/23/2007	Transmission	$98,519		488
489	03058	DONATED WATER INFRASTRUCTURE FY 2008	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2008	Other	$125,720		489
490	03062	TRANS WATER EMPIRE CANYON 10" DI CL 350	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2008	Transmission	$236,000		490
491	03063	TRAN WATER EMPIRE CANYON 12" DI CL 350	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2008	Transmission	$15,000		491
492	03064	WATER MAIN EMPIRE CANYON MAIN VALVES	Water	Project	35.00	Yes	Project	Non-Qualifying	6/30/2008	Transmission	$4,000		492
493	03065	PUMP STATION #1 EMPIRE CANYON	Water	Project	30.00	Yes	Project	Non-Qualifying	6/30/2008	Transmission	$918,783		493
494	03363	BOOTHILL PUMP STATION	Water	System	30.00	Yes	City	Qualifying	7/1/2008	Transmission	$1,501,706		494
495	03364	BOOTHILL TANK #2	Water	System	50.00	Yes	City	Qualifying	7/1/2008	Storage	$2,702,516	Tank #2	495
496	03570	ONTARIO AVE WATER LINE	Water	System	35.00	Yes	City	Qualifying	11/20/2008	Transmission	$346,084		496
497	03571	MT AIRE FLUME	Water	System	30.00	Yes	City	Qualifying	6/4/2009	Transmission	$27,800		497
498	03572	DEER VALLEY FIRE FLOW	Water	System	35.00	Yes	City	Qualifying	6/26/2009	Transmission	$15,943		498
499	03582	SPIRO MAINT BLD REMODLE	Water	System - At Capacity	30.00	Yes	City	Non-Qualifying	8/31/2008	Treatment	$26,768	Part of Plant Expansion	499
500	03608	FAIRWAY HILLS PUMP STATION REFIT	Water	System	30.00	Yes	City	Qualifying	6/30/2009	Transmission	$121,298		500
501	03619	METER VAULT REPLACEMENT	Water	System	30.00	Yes	City	Qualifying	2/24/2009	Transmission	$65,395		501
502	04067	HILLSIDE/ROSSI WATER IMPROVEMENTS	Water	System	35.00	Yes	City	Qualifying	9/30/2009	Transmission	$35,054		502
503	04106	OTIS WATER PIPE REPLACEMENT	Water	System	35.00	Yes	City	Qualifying	1/31/2010	Transmission	$135,465		503
504	04158	STONEBRIDGE REFIT	Water	System		No	City	Non-Qualifying	7/1/2009	Transmission	$8,790		504
505	04541	PROMONTORY RAW ATER PIPELINE	Water	System	35.00	Yes	City	Qualifying	8/31/2010	Production	$1,547,054	Rockport	505
506	04542	HOLIDAY RANCH LOOP RD WATER LINE	Water	System	35.00	Yes	City	Qualifying	5/31/2011	Transmission	$187,955		506
507	04543	EMPIRE TANK CHLORINE BLD IMPROVEMENTS	Water	System - At Capacity	30.00	Yes	City	Non-Qualifying	6/30/2011	Treatment	$24,488		507
508	04544	PCMC WATER INFRASTRUCTURE PHASE 1	Water	System	35.00	Yes	City	Qualifying	6/30/2011	Production	$6,688,889	Rockport	508
509	04545	BOOTHILL TRANSMISSION LINES	Water	System	35.00	Yes	City	Qualifying	12/31/2010	Transmission	$1,524,769		509
510	04565	BOOTHILL TRANSMISSION LINE CAP INT	Water	System	35.00	Yes	City	Qualifying	12/31/2010	Transmission	$1,076		510
511	04566	PCMC WATER INFRASTRUCTURE CAP INT	Water	System	35.00	Yes	City	Qualifying	6/30/2011	Transmission	$27,556		511
512	05375	PARK MEADOWS WELL, FRANKLIN 100HP MOTOR & UPGRADE	Water	System - At Capacity			City	Non-Qualifying	12/9/2011	Production	$16,829	Park Meadows Well, Replaced Casing and Motor	512
513	05450	OTIS WATER PIPELINE REPLACEMENT	Water	System	35.00	Yes	City	Qualifying	6/30/2012	Transmission	$94,874	Replacement	513
514	05451	LAST CHANCE WATER LINE PHASE 1	Water	System			City	Non-Qualifying	6/30/2012	Transmission	$371,180	Replacement	514
515	05452	SPIRO NORTH DITCH	Water	System	35.00	Yes	City	Qualifying	5/31/2012	Transmission	$289,417		515
516	05453	BOOTHILL/BONANZA DRIVE PIPELINW	Water	System	35.00	Yes	City	Qualifying	4/16/2012	Transmission	$752,189		516
517	05454	RAIL TRAIL WATER LINES	Water	System	35.00	Yes	City	Qualifying	2/28/2012	Transmission	$213,903		517
518	05455	QUINN'S JUNCTION TRANSMISSION LINES	Water	System	35.00	Yes	City	Qualifying	11/30/2011	Transmission	$1,361,519		518
519	06062	QUINNS WATER Treatment PLANT FIRE SPRINKLER ADDITION	Water	System	30.00	Yes	City	Qualifying	8/31/2012	Treatment	$60,326	Quinn WTP	519
520	06065	SECURITY UPGRADES AT JUDGE TUNNEL	Water	System - At Capacity	30.00	Yes	City	Non-Qualifying	11/9/2012	Production	$130,647	Golden Gates	520
521	06066	QUINNS WATER Treatment PLANT HEATING SYSTEM ADDITION	Water	System	30.00	Yes	City	Qualifying	3/1/2013	Treatment	$24,018		521
522	06374	HISTORIC MAIN ST STORM DRAIN UPGRADE	Storm Water	Not Water			City	Non-Qualifying	6/30/2013	Other	$30,487	Not water department's	522
523	06375	PC HIGH SCHOOL CONTROLLER	Parks and Recreation	Not Water			City	Non-Qualifying	1/31/2013	Other	$10,700		523
524	06376	ARIES PUMP STATION MOTOR CHANGE OUT	Water	System - At Capacity	20.00	Yes	City	Non-Qualifying	6/30/2013	Transmission	$21,874	New Control panel	524
525	06377	MCLEOD CREEK UPGRADE	Water	System	35.00	Yes	City	Qualifying	7/31/2012	Transmission	$53,198	Operational Improvement	525
526	06379	OTIS WATER PIPELINE INFRAS/EMPIRE AVE	Water	System	35.00	Yes	City	Qualifying	6/30/2013	Transmission	$1,217,199	Upsizing	526
527	06443	QUINNS WTP BUILDING	Water	System	30.00	Yes	City	Qualifying	6/30/2012	Treatment	$11,273,646		527
528	06490	QUINNS WTP UPGRADES FOR JUDGE TUNNEL	Water	System - At Capacity	30.00	Yes	City	Non-Qualifying	4/30/2013	Treatment	$456,853		528
529	06418	QUINNS WTP SOFTWARE LICENSES	Water	System	10.00	Yes	City	Qualifying	6/30/2012	Treatment	$27,810		529
530	01590	SCADA Master Computer and Peripheral	Water	System		NO	City	Non-Qualifying	4/22/1999	Transmission	$45,000		530
531	00325	OSGUTHORPE LAND	Water	System	100.00	Yes	City	Qualifying	12/30/1990	Storage	$25,000	Fairway Hills Tank	531
532	01548	Arvil Pace WATER purchase	Water	System - At Capacity	100.00	Yes	City	Non-Qualifying	2/25/1999	Production	$203,918		532
533	01549	Standley Pace WATER rights	Water	System - At Capacity	100.00	Yes	City	Non-Qualifying	2/25/1999	Production	$180,833		533
534	01869	WATER Rights Lease-Rokan Idaho	Water	System - At Capacity	100.00	Yes	City	Non-Qualifying	7/31/2000	Production	$1,122,927		534
535	03396	20 AC ROUND VALLEY WATER USE	Water	System - At Capacity	100.00	No	City	Non-Qualifying	12/31/2008	Production	$500,000	Could be used in the future. Not currently in service	535

536	03763	EASEMENT CROSSING WATER LINE (GILLMORE)	Water	System - At Capacity	100.00	Yes	City	Non-Qualifying	11/6/2009	Production	$5,700		536
537	04165	JSSD WATER RIGHTS	Water	System - At Capacity	100.00	Yes	City	Non-Qualifying	2/10/2010	Production	$12,830,335		537
538	04316	WATER LINE EASEMENT RAIL TRAIL	Water	System - At Capacity	100.00	Yes	City	Non-Qualifying	7/22/2010	Production	$17,000		538
539	02271	2003 FORD F350 CHASSIS CAB(X37) WITH EQU	Water	Vehicle	5.00	Yes	City	Non-Qualifying	10/1/2002	Other	$42,105		539
540	02525	2006 FORD RANGER XLT 4X4	Water	Vehicle	5.00	Yes	City	Non-Qualifying	5/18/2006	Other	$16,820		540
541	02526	2006 FORD RANGER XLT 4X4	Water	Vehicle	5.00	Yes	City	Non-Qualifying	5/18/2006	Other	$16,820		541
542	02699	2007 CATERPILLAR MINI HOE 303.5	Water	Vehicle	5.00	Yes	City	Non-Qualifying	4/18/2007	Other	$52,500		542
543	03284	2008 FORD RANGER	Water	Vehicle	5.00	Yes	City	Non-Qualifying	8/21/2008	Other	$18,946		543
544	03285	2008 FORD ESCAPE	Water	Vehicle	5.00	Yes	City	Non-Qualifying	8/21/2008	Other	$17,412		544
545	03515	2005 INTERNATIONAL 7400 SBA 4X2	Water	Vehicle	5.00	Yes	City	Non-Qualifying	6/30/2009	Other	$36,316		545
546	04321	2011 CHEVROLET SILVERADO 1500 4WD EXT	Water	Vehicle	5.00	Yes	City	Non-Qualifying	4/27/2011	Other	$25,490		546
547	04921	2012 CHEVY SILVERADO 4WD	Water	Vehicle	5.00	Yes	City	Non-Qualifying	2/29/2012	Other	$24,567		547
548	04943	2012 CHEVY SILVERADO 4WD	Water	Vehicle	5.00	Yes	City	Non-Qualifying	3/13/2012	Other	$24,567		548
549	04955	2012 FORD ESCAPE 4DR/4WD WHITE	Water	Vehicle	5.00	Yes	City	Non-Qualifying	3/8/2012	Other	$20,337		549
550	05822	2013 CHEVROLET EQUINOX	Water	Vehicle	5.00	Yes	City	Non-Qualifying	2/1/2013	Other	$21,627		550
551	05853	2013 FORD F150 PICKUP SUPERCAB WHITE	Water	Vehicle	5.00	Yes	City	Non-Qualifying	2/20/2013	Other	$23,640		551
552	02335	WIP JUDGE TUNNEL-WIP-51-45087-7319	Water	System - At Capacity			City	Non-Qualifying	6/30/2003	Treatment	$22,078	Water quality related	552
553	02379	WIP JUDGE TUNNEL-WIP-51-45087-7319	Water	System - At Capacity			City	Non-Qualifying	6/30/2004	Treatment	$69,863	Water quality related	553
554	02472	WIP - JUDGE TUNNEL WATER PROJECT	Water	System - At Capacity			City	Non-Qualifying	6/30/2005	Treatment	$96,984	Water quality related	554
555	02646	WIP - JUDGE TUNNEL - WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2006	Treatment	$80,674	Water quality related	555
556	02836	WIP - JUDGE TUNNEL FY2007	Water	System - At Capacity			City	Non-Qualifying	6/29/2007	Treatment	($39,680)	Water quality related	556
557	03077	WIP JUDGE WATER CAP INT NEG AMT WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2008	Treatment	($60,160)	Water quality related	557
558	04107	WIP - JUDGE TUNNEL - WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2010	Treatment	$191,666	Water quality related	558
559	04537	WIP JUDGE TUNNEL WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2011	Treatment	$807,271	Water quality related	559
560	04567	WIP JUDGE TUNNEL CAP INT WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2011	Treatment	$21,844	Water quality related	560
561	05385	WIP - JUDGE TUNNEL -WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2012	Treatment	$221,742	Water quality related	561
562	06368	WIP JUDGE TUNNEL WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2013	Treatment	$170,213	Water quality related	562
563	06369	WIP 2013 PIPELINES SEG B WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2013	Treatment	$406,685	Water quality related	563
564	06370	WIP 2013 PIPELINE SEG A WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2013	Treatment	$418,585	Water quality related	564
565	06371	WIP LAST CHANCE WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2013	Treatment	$237,817		565
566	06372	WIP DEER VALLEY LOOP RD WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2013	Treatment	$471,212		566
567	06373	WIP 13TH ST BOOSTER PUMP STATION WIP	Water	System - At Capacity			City	Non-Qualifying	6/30/2013	Treatment	$7,530		567
											$96,024,833.37		
											$96,024,833.37		
	A	B	C	D	E	F	G	H	I	J	K	L	

Appendix F: Outstanding and Future Debt Allocation

Table F.1: Series 2002 Bond (Refunded by Series 2009B)

Series 2002	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Professional Services	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
Spiro water treatment	$ 3,104,975	100%	0%	0%	0%	0%	0%	$ 3,104,975	$ -	$ -	$ -	$ -	$ -	$ 3,104,975
Boothill Tank 51-45088-7319	843,611	0%	0%	0%	0%	100%	0%	-	-	-	-	843,611	-	843,611
Judge Water Treatment	350,105	100%	0%	0%	0%	0%	0%	350,105	-	-	-	-	-	350,105
Boothill Pump Station	9,751	0%	100%	0%	0%	0%	0%	-	9,751	-	-	-	-	9,751
Park Meadows	8,069	100%	0%	0%	0%	0%	0%	8,069	-	-	-	-	-	8,069
Water Equipment	52,500	100%	0%	0%	0%	0%	0%	52,500	-	-	-	-	-	52,500
Water Infrastructure	71,761	0%	100%	0%	0%	0%	0%	-	71,761	-	-	-	-	71,761
Arbitrage Rebate	29,466	100%	0%	0%	0%	0%	0%	29,466	-	-	-	-	-	29,466
PC MT Reg Pipeline	1,559,742	0%	100%	0%	0%	0%	0%	-	1,559,742	-	-	-	-	1,559,742
GRAND TOTAL	$ 6,029,980							$ 3,545,115	$ 1,641,254	$ -	$ -	$ 843,611	$ -	$ 6,029,980

Table F.2: Series 2006 Bond (Refunded by Series 2012B, 2013A, and 2013B)

Series 2006	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Professional Services	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
Boothill Transmission Line	$ 1,065,685	0%	100%	0%	0%	0%	0%	$ -	$ 1,065,685	$ -	$ -	$ -	$ -	$ 1,065,685
Boothill Pump Station	1,507,911	0%	100%	0%	0%	0%	0%	-	1,507,911	-	-	-	-	1,507,911
Boothill Water Storage Tank	1,592,312	0%	0%	0%	0%	100%	0%	-	-	-	-	1,592,312	-	1,592,312
Park Meadows Well Treatment Facility	580,987	100%	0%	0%	0%	0%	0%	580,987	-	-	-	-	-	580,987
GRAND TOTAL	$ 4,746,895							$ 580,987	$ 2,573,596	$ -	$ -	$ 1,592,312	$ -	$ 4,746,895

Table F. 3: Series 2009A Bond

Water Revenue Bond Series 2009A	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Professional Services	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
Quinns Raw Water Pipeline	$ 2,500,000	0%	0%	100%	0%	0%	0%	$ -	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000
GRAND TOTAL	$ 2,500,000							$ -	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000

Table F.4: Series 2009B Bond

Water Revenue Refunding Bonds Series 2009B	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Professional Services	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
JUDGE WATER	$ 679,933	100%	0%	0%	0%	0%	0%	$ 679,933	$ -	$ -	$ -	$ -	$ -	$ 679,933
METER READING	384,274	100%	0%	0%	0%	0%	0%	384,274	-	-	-	-	-	384,274
BOOTHILL TRANSMISSION LINE	387,101	0%	100%	0%	0%	0%	0%	-	387,101	-	-	-	-	387,101
PARK CITY WATER INFRASTRUCTURE	1,938,585	0%	100%	0%	0%	0%	0%	-	1,938,585	-	-	-	-	1,938,585
QUINN'S JUNCTION TRANSMISSION LINES	1,052,538	0%	100%	0%	0%	0%	0%	-	1,052,538	-	-	-	-	1,052,538
QUINN'S WATER TREATMENT PLANT	4,169,632	0%	0%	100%	0%	0%	0%	-	-	4,169,632	-	-	-	4,169,632
GRAND TOTAL	$ 8,612,062							$ 1,064,207	$ 3,378,224	$ 4,169,632	$ -	$ -	$ -	$ 8,612,062

Table F.5: Series 2009C BABs

Water Revenue Bond Series 2009C BABs	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Professional Services	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
JUDGE WATER	$ 507,226	100%	0%	0%	0%	0%	0%	$ 507,226	$ -	$ -	$ -	$ -	$ -	$ 507,226
METER READING	4,000	100%	0%	0%	0%	0%	0%	4,000	-	-	-	-	-	4,000
BOOTHILL TRANSMISSION LINE	553,117	0%	100%	0%	0%	0%	0%	-	553,117	-	-	-	-	553,117
PARK CITY WATER INFRASTRUCTURE	514,532	0%	100%	0%	0%	0%	0%	-	514,532	-	-	-	-	514,532
QUINN'S JUNCTION TRANSMISSION LINES	252,889	0%	100%	0%	0%	0%	0%	-	252,889	-	-	-	-	252,889
QUINN'S WATER TREATMENT PLANT	7,237,919	0%	0%	100%	0%	0%	0%	-	-	7,237,919	-	-	-	7,237,919
GRAND TOTAL	$ 9,069,684							$ 511,226	$ 1,320,539	$ 7,237,919	$ -	$ -	$ -	$ 9,069,684

Table F.6: Series 2010 Water Revenue Bond

Water Revenue Bonds Series 2010	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Professional Services	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
WATER RIGHTS JORDANELLE	$ 12,200,000	100%	0%	0%	0%	0%	0%	$ 12,200,000	$ -	$ -	$ -	$ -	$ -	$ 12,200,000
GRAND TOTAL	$ 12,200,000							$ 12,200,000	$ -	$ -	$ -	$ -	$ -	$ 12,200,000

Table F.7: Series 2012 Bond

Water Revenue Bonds Series 2012	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Professional Services	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
JUDGE WATER	$ -	100%	0%	0%	0%	0%	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
METER READING	-	100%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
BOOTHILL TRANSMISSION LINE	-	0%	100%	0%	0%	0%	0%	-	-	-	-	-	-	-
PARK CITY WATER INFRASTRUCTURE	-	0%	100%	0%	0%	0%	0%	-	-	-	-	-	-	-
QUINN'S JUNCTION TRANSMISSION LINES	47,761	0%	100%	0%	0%	0%	0%	-	47,761	-	-	-	-	47,761
QUINN'S WATER TREATMENT PLANT	3,973,904	0%	0%	100%	0%	0%	0%	-	-	3,973,904	-	-	-	3,973,904
GRAND TOTAL	$ 4,021,664							$ -	$ 47,761	$ 3,973,904	$ -	$ -	$ -	$ 4,021,664

Table F.8: Series 2012B Bond

Water Revenue Refunding Bonds Series 2012B	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Professional Services	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
Judge Water Treatment Plant	$ 996,070	100%	0%	0%	0%	0%	0%	$ 996,070	$ -	$ -	$ -	$ -	$ -	$ 996,070
OTIS Water Pipeline Replacement	988,415	50%	50%	0%	0%	0%	0%	494,208	494,208	-	-	-	-	988,415
Quinns Water Treatment Plant	996,279	0%	0%	100%	0%	0%	0%	-	-	996,279	-	-	-	996,279
Park City Water Infrastructure	1,212,514	0%	100%	0%	0%	0%	0%	-	1,212,514	-	-	-	-	1,212,514
Deer Valley Drive Water Intrastructure	524,449	100%	0%	0%	0%	0%	0%	524,449	-	-	-	-	-	524,449
GRAND TOTAL	$ 4,717,726							$ 2,014,727	$ 1,706,721	$ 996,279	$ -	$ -	$ -	$ 4,717,726

Table F. 9: Series 2013A Bond

Water Revenue Refunding Bonds Series 2013A	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Professional Services	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
Boothill Transmission Line	$ 635,339	0%	100%	0%	0%	0%	0%	$ -	$ 635,339	$ -	$ -	$ -	$ -	$ 635,339
Boothill Pump Station	898,985	0%	100%	0%	0%	0%	0%	-	898,985	-	-	-	-	898,985
Boothill Water Storage Tank	949,303	0%	0%	0%	0%	100%	0%	-	-	-	-	949,303	-	949,303
Park Meadows Well Treatment Facility	346,372	100%	0%	0%	0%	0%	0%	346,372	-	-	-	-	-	346,372
GRAND TOTAL	$ 2,830,000							$ 346,372	$ 1,534,325	$ -	$ -	$ 949,303	$ -	$ 2,830,000

Table F.10: Series 2013B Bond

Water Revenue Refunding Bonds Series 2013B	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Professional Services	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
Boothill Transmission Line	$ 48,268	0%	100%	0%	0%	0%	0%	$ -	$ 48,268	$ -	$ -	$ -	$ -	$ 48,268
Boothill Pump Station	68,297	0%	100%	0%	0%	0%	0%	-	68,297	-	-	-	-	68,297
Boothill Water Storage Tank	72,120	0%	0%	0%	0%	100%	0%	-	-	-	-	72,120	-	72,120
Park Meadows Well Treatment Facility	26,314	100%	0%	0%	0%	0%	0%	26,314	-	-	-	-	-	26,314
GRAND TOTAL	$ 215,000							$ 26,314	$ 116,565	$ -	$ -	$ 72,120	$ -	$ 215,000

Table F.11: Summary of Outstanding Water Debt Issues

Outstanding Water Related Debt	Initial Bond Amount	New Money	Refunded Bond	Used For	Information on Refunded Bonds
Water Revenue Bond Series 2009A	$ 2,500,000	$ 2,500,000	N/A	Culinary Water System Improvements	
Water Revenue Refunding Bonds Series 2009B	13,090,000	8,567,659	$5,313,000 (Series 2002)	Judge WTP, Meter Reading, Transmission Lines, Quinn's WTP	Series 2002 was issued for $9,000,000 and refunded $1,285,000 of Series 1994 and $1,663,605 of Series 1991 and $5,567,783 new money to contruct water treatment facilities
Water Revenue Bond Series 2009C BABs	10,135,000	10,135,000	N/A	Judge WTP, Meter Reading, Transmission Lines, Quinn's WTP	
Water Revenue Bonds Series 2010	12,200,000	12,200,000	N/A	Water Rights Purchase from Jordanelle SSD	
Water Revenue Bonds Series 2012	4,160,000	4,160,000	N/A	Culinary Water System Improvements	
Water Revenue Refunding Bonds Series 2012B	5,525,000	4,600,000	$390,000 (Series 2006)	Culinary Water System Improvements	
Water Revenue Refunding Bonds Series 2013A	2,830,000	-	$3,029,000 (Series 2006)	Boothill Projects and Park Meadows WTP	Series 2006 was issued for $4,450,000 to construct water system imfrastructure
Water Revenue Refunding Bonds Series 2013B	215,000	-		Boothill Projects and Park Meadows WTP	
GRAND TOTAL	**$ 50,655,000**	**$ 42,162,659**	**$ 8,732,000**		

A B C D E F G H I J K L M N O

95 **Table F.12: Future 2014 Bond**

96	Water Revenue Bond Series 2014	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Years	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% Beyond 10 Years	Totals
97	TRANSMISSION	$ 3,338,132	72%	9%	0%	0%	0%	19%	$ 2,386,898	$ 310,330	$ -	$ -	$ -	$ 640,904	$ 3,338,132
99	TREATMENT	2,282,237	0%	0%	23%	0%	0%	77%	-	-	527,197	-	-	1,755,040	2,282,237
100	BEYOND 10 YEARS	-	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
101	GRAND TOTAL	$ 5,620,369							$ 2,386,898	$ 310,330	$ 527,197	$ -	$ -	$ 2,395,944	$ 5,620,369

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103 **Table F.13: Future 2015 Bond**

104	Water Revenue Bond Series 2015	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Years	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
105	Production	$ -	0%	0%	0%	0%	0%	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
106	Treatment	-	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
107	Storage	-	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
108	Transmission	789,609	17%	27%	0%	0%	0%	56%	137,224	213,035	-	-	-	439,349	789,609
109	GRAND TOTAL	$ 789,609							$ 137,224	$ 213,035	$ -	$ -	$ -	$ 439,349	$ 789,609

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112 **Table F.14: Future 2016 Bond**

113	Water Revenue Bond Series 2016	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Years	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
114	Production	$ -	0%	0%	0%	0%	0%	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
115	Treatment	-	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
116	Storage	462,343	100%	0%	0%	0%	0%	0%	462,343	-	-	-	-	-	462,343
117	Transmission	943,784	95%	2%	0%	0%	0%	3%	899,860	14,469.07	-	-	-	29,713	944,042
118	GRAND TOTAL	$ 1,406,127							$ 1,362,203	$ 14,469	$ -	$ -	$ -	$ 29,713	$ 1,406,385

119

120 **Table F. 15: Future 2019 Bond**

121	Water Revenue Bond Series 2019	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Years	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
122	Production	$ -	0%	0%	0%	0%	0%	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
123	Treatment	-	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
124	Storage	-	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
125	Transmission	1,315,105	71%	10%	0%	0%	0%	20%	928,820	125,793	-	-	-	260,492	1,315,105
126	GRAND TOTAL	$ 1,315,105							$ 928,820	$ 125,793	$ -	$ -	$ -	$ 260,492	$ 1,315,105

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128 **Table F.16: Future 2020 Bond**

129	Water Revenue Bond Series 2020	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Years	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
130	Production	$ -	0%	0%	0%	0%	0%	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
131	Treatment	-	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
132	Storage	2,794,927	65%	0%	0%	0%	11%	23%	1,825,087	-	-	-	315,827	654,013	2,794,927
133	Transmission	-	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
134	GRAND TOTAL	$ 2,794,927							$ 1,825,087	$ -	$ -	$ -	$ 315,827	$ 654,013	$ 2,794,927

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136 **Table F. 17: Future 2021 Bond**

137	Water Revenue Bond Series 2021	Bond Proceeds Expended	% to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Years	$ to Non-Impact Fee Qualifying	% to Transmission	% to Treatment	% to Production	% to Storage	% to Beyond 10 Year	Totals
138	Production	$ -	0%	0%	0%	0%	0%	0%	$ -	$ -	$ -	$ -	$ -	$ -	$ -
139	Treatment	-	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
140	Storage	1,621,033	65%	0%	0%	0%	11%	23%	1,058,535	-	-	-	183,177	379,322	1,621,033
141	Transmission	-	0%	0%	0%	0%	0%	0%	-	-	-	-	-	-	-
142	GRAND TOTAL	$ 1,621,033							$ 1,058,535	$ -	$ -	$ -	$ 183,177	$ 379,322	$ 1,621,033
143								Overall	89%	0%	0%	0%	11%	0%	

A B C D E F G H I J K L M N O

Table F.18: Summary of Future Water Related Debt Issues

Future Water Related Debt	Initial Bond Amount	New Money	Refunded Bond	Used For
Water Revenue Bond Series 2014	$ 5,620,369	$ 5,620,369	N/A	Quinn's WTP Capacity Upgrade and Transmission
Water Revenue Bond Series 2015	789,609	789,609	N/A	Transmission Lines
Water Revenue Bond Series 2016	1,406,127	1,406,127	N/A	Transmission Lines and Park City Heights Tank
Water Revenue Bond Series 2019	1,315,105	1,315,105	N/A	Transmission Lines
Water Revenue Bond Series 2020	2,794,927	2,794,927	N/A	West Neck Tank
Water Revenue Bond Series 2021	1,621,033	1,621,033	N/A	Silver Lake Tank II
GRAND TOTAL	**$ 13,547,170**	**$ 13,547,170**		

APPENDIX G: OUTSTANDING AND FUTURE WATER DEBT

Table G.1: Outstanding Bond Summary

Bond Issue	Total Par Amount	Interest	Total Debt Service	% Ten Year Qualifying	Beyond Ten Years	% Non-Qualifying	Totals
Series 2009A Water Revenue Bond (DEQ)	$ 2,500,000	$ -	$ 2,500,000	34%	0%	66%	100%
Series 2009B Water Revenue Bond	13,090,000	3,572,938	16,662,938	13%	7%	80%	100%
Series 2009C Water Revenue Bond (Build America Bond)	10,135,000	4,358,209	14,493,209	28%	2%	70%	100%
Series 2010 Water Revenue Bond	12,825,000	4,619,725	17,444,725	0%	0%	100%	100%
Series 2012 Water Revenue Bond	4,160,000	1,099,565	5,259,565	33%	0%	66%	100%
Series 2012B Water Revenue Bond	5,525,000	1,808,220	7,333,220	10%	6%	84%	100%
Series 2013A Water Revenue Bond	2,830,000	427,723	3,257,723	8%	16%	76%	100%
Series 2013B Water Revenue Bond	215,000	878	215,878	8%	16%	76%	100%
Totals	**$ 51,280,000**	**$ 15,887,258**	**$ 67,167,258**				
			Total Bond Interest	**$ 2,274,704**	**$ 517,766**	**$ 13,094,788**	**$ 15,887,258**

Table G.2: Future Bond Summary

Bond Issue	Total Par Amount	Interest	Total Debt Service	Bond Proceeds	% Ten Year Qualifying	Beyond Ten Years	% Non-Qualifying	Totals
Series 2014	$ 5,520,000	$ 2,002,035	$ 7,522,035	$ 5,620,369	15%	43%	42%	100%
Series 2015	833,000	290,360	1,123,360	789,609	27%	56%	17%	100%
Series 2016	1,479,000	516,240	1,995,240	1,406,127	1%	2%	97%	100%
Series 2019	1,384,000	483,120	1,867,120	1,315,105	10%	20%	71%	100%
Series 2020	2,941,000	1,026,520	3,967,520	2,794,927	11%	23%	65%	100%
Series 2021	1,707,000	595,840	2,302,840	1,621,033	11%	23%	65%	100%
Totals	**$ 13,864,000**	**$ 4,914,115**	**$ 18,778,115**	**$ 13,547,170**				
				Total Bond Interest	**$ 611,524**	**$ 1,501,255**	**$ 2,801,336**	**$ 4,914,115**

Table G.3: Outstanding Bond Allocation

System	Transmission	Treatment	Production	Storage	Non-Qualifying	% Total
Series 2009A Water Revenue Bond (DEQ)	0%	100%	0%	0%	0%	100%
Series 2009B Water Revenue Bond	35%	30%	0%	5%	30%	100%
Series 2009C Water Revenue Bond (Build America Bond)	15%	80%	0%	0%	6%	100%
Series 2010 Water Revenue Bond	0%	0%	0%	0%	100%	100%
Series 2012 Water Revenue Bond	1%	99%	0%	0%	0%	100%
Series 2012B Water Revenue Bond	37%	20%	0%	2%	40%	100%
Series 2013A Water Revenue Bond	54%	0%	0%	34%	12%	100%
Series 2013B Water Revenue Bond	54%	0%	0%	34%	12%	100%
Total Outstanding Interest Cost	**$ 2,788,724**	**$ 6,002,119**	**$ -**	**$ 375,754**	**$ 6,720,661**	**$ 15,887,258**

Table G.4: Future Bond Allocation

System	Transmission	Treatment	Production	Storage	Non-Qualifying	% Total
Series 2014	59%	41%	0%	0%	0%	100%
Series 2015	100%	0%	0%	0%	0%	100%
Series 2016	67%	0%	0%	33%	0%	100%
Series 2019	100%	0%	0%	0%	0%	100%
Series 2020	0%	0%	0%	100%	0%	100%
Series 2021	0%	0%	0%	100%	0%	100%
Total Future Interest Cost	**$ 2,309,086**	**$ 812,957**	**$ -**	**$ 1,792,072**	**$ -**	**$ 4,914,115**

Table G.5: Existing Debt Proportion to Ten Year Growth

Proportion to Ten Year Growth	Transmission	Treatment	Production	Storage
Existing Demand	77.1%	66.3%	44.7%	65.1%
10 Year Demand	7.5%	33.7%	32.9%	11.4%
Demand Beyond 10 Year	15.4%	0.0%	22.4%	23.5%
	100%	**100%**	**100%**	**100%**

Table G.6: Future Debt Proportion to Ten Year Growth

Proportion to Ten Year Growth	Transmission	Treatment	Production	Storage
Existing Demand	67.8%	0.0%	0.0%	68.6%
10 Year Demand	10.5%	23.1%	0.0%	10.2%
Demand Beyond 10 Year	21.7%	76.9%	0.0%	21.2%
	100%	**100%**	**0%**	**100%**

Table G.7: Outstanding Bond Allocation 10 Year Growth

System	Transmission	Treatment	Production	Storage	Beyond Ten Years	Existing/ Non-Qualifying	% Total
Series 2009A Water Revenue Bond (DEQ)	0.00%	33.70%	0.00%	0.00%	0.00%	66.30%	100%
Series 2009B Water Revenue Bond	2.60%	10.09%	0.00%	0.61%	6.59%	80.11%	100%
Series 2009C Water Revenue Bond (Build America Bond)	1.09%	26.89%	0.00%	0.00%	2.24%	69.77%	100%
Series 2010 Water Revenue Bond	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	100%
Series 2012 Water Revenue Bond	0.09%	33.30%	0.00%	0.00%	0.18%	66.43%	100%
Series 2012B Water Revenue Bond	2.78%	6.85%	0.00%	0.26%	6.25%	83.85%	100%
Series 2013A Water Revenue Bond	4.07%	0.00%	0.00%	3.82%	16.23%	75.88%	100%
Series 2013B Water Revenue Bond	4.07%	0.00%	0.00%	3.82%	16.23%	75.88%	100%
Total Outstanding Interest Cost	**$ 209,154**	**$ 2,022,714**	**$ -**	**$ 42,836**	**$ 517,766**	**$ 13,094,788**	**$ 15,887,258**

Table G.8: Future Bond Allocation 10 Year Growth

System	Transmission	Treatment	Production	Storage	Beyond Ten Years	Non-Qualifying	% Total
Series 2014	6%	9%	0%	0%	43%	42%	100%
Series 2015	27%	0%	0%	0%	56%	17%	100%
Series 2016	1%	0%	0%	0%	2%	97%	100%
Series 2019	10%	0%	0%	0%	20%	71%	100%
Series 2020	0%	0%	0%	11%	23%	65%	100%
Series 2021	0%	0%	0%	11%	23%	65%	100%
Total Future Interest Cost	**$ 240,404**	**$ 187,793**	**$ -**	**$ 183,327**	**$ 1,501,255**	**$ 2,801,336**	**$ 4,914,115**

APPENDIX H: ROCKPORT LEASE PAYMENTS

Table H.1: Rockport Lease Payments (WBWCD)

ROCKPORT WATER - WEBER BASIN WATER RECLAMATION DISTRICT COSTS

Park City's share of total cost

Description	Timeframe	Estimated Annual Cost			Total Qualifying Capital Cost
		Cost Per Acre Foot	Acre Feet	Total	
Capital Facilities	2008 to 2027	$ 103.03	2900	$ 298,787	**$ 5,975,740**
Asset Replacement Fee	Ongoing beginning 2011	28.00	2900	81,200	
Power Capital Costs	17 years	40.32	2900	116,928	**1,987,776**
Water Cost (inflation variable)	Ongoing beginning 2011	164.83	2900	478,007	**478,007**
Total WBWCD Portion Cost		**$ 336.18**		**$ 974,922**	**$ 8,441,523**

Table H.2: Rockport Lease Payments (MRW)

ROCKPORT WATER - MOUNTAIN REGIONAL WATER COSTS

Park City's share of total cost

Description	Timeframe	Estimated Annual Cost			Total Qualifying Capital Cost
		Cost Per Acre Foot	Acre Feet	Total	
Capital Facilities and Pond	Debt service is 2008 to December 2033	$ 36.39	2900	$ 113,515	**$ 2,837,875**
Asset Replacement Fee (fixed cost)	Ongoing beginning 2012 - Capped at $1.0 mil	15.39	2900	44,631	
2012 Contractual Capital Facilities Contribution	2012 - 2034	3.22	2900	9,338	**214,774**
Fixed O & M	Ongoing beginning 2012	76.66	2900	222,314	
Variable O & M and Pumping	Ongoing beginning 2012	94.49	2900	274,021	
Total MRW Portion Cost		**$ 226.15**		**$ 663,819**	**$ 3,052,649**
				Total Qualifying Cost	**$ 11,494,172**

APPENDIX I: OUTSTANDING WATER DEBT

051-40740-08111

	Series 2009A Water Revenue Bond (DEQ)			Series 2009B Water Revenue Bond			Series 2009C Water Revenue Bond (Build America Bond)			Series 2010 Water Revenue Bond		
	Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying
% to Non-Impact Fee Qualifying	0%	66%	$ -	0%	80%	$ -	0%	70%	$ -	0%	100%	$ -
% to Transmission	0%	0%	-	3%	0%	92,838	1%	0%	71,254	0%	0%	-
% to Treatment	34%	0%	-	10%	0%	360,542	27%	0%	1,754,856	0%	0%	-
% to Production	0%	0%	-	0%	0%	-	0%	0%	-	0%	0%	-
% to Storage	0%	0%	-	1%	0%	21,742	0%	0%	-	0%	0%	-
% to Professional Services	0%	0%	-	7%	0%	235,447	2%	0%	146,309	0%	0%	-

Table I.1: Existing Annual Debt Payments

	Principal	Interest	Total D/S	Principal	Interest	Total D/S	Principal	Interest	Interest After Subsidy*	Total D/S	Principal	Interest	Total D/S
2010	$ 125,000	$ -	$ 125,000	$ 650,000	$ 396,338	$ 1,046,338	$ -	$ 361,698	$ 235,104	$ 235,104	$ 625,000	$ 467,400	$ 1,092,400
2011	125,000	-	125,000	635,000	531,350	1,166,350	-	508,638	330,614	330,614	625,000	467,400	1,092,400
2012	125,000	-	125,000	650,000	505,950	1,155,950	-	508,638	330,614	330,614	635,000	454,800	1,089,800
2013	125,000	-	125,000	1,415,000	483,200	1,898,200	-	508,638	330,614	330,614	650,000	435,450	1,085,450
2014	125,000	-	125,000	1,470,000	426,600	1,896,600	-	508,638	343,432	343,432	680,000	408,850	1,088,850
2015	125,000	-	125,000	1,525,000	382,500	1,907,500	-	508,638	343,432	343,432	700,000	388,250	1,088,250
2016	125,000	-	125,000	1,575,000	321,500	1,896,500	-	508,638	343,432	343,432	725,000	366,750	1,091,750
2017	125,000	-	125,000	1,640,000	258,500	1,898,500	-	508,638	343,432	343,432	755,000	337,150	1,092,150
2018	125,000	-	125,000	1,720,000	176,500	1,896,500	-	508,638	343,432	343,432	790,000	302,300	1,092,300
2019	125,000	-	125,000	1,810,000	90,500	1,900,500	-	508,638	343,432	343,432	825,000	261,925	1,086,925
2020	125,000	-	125,000			-	1,900,000	508,638	343,432	2,243,432	870,000	219,550	1,089,550
2021	125,000	-	125,000			-	1,960,000	419,338	283,137	2,243,137	910,000	179,600	1,089,600
2022	125,000	-	125,000			-	2,025,000	323,298	218,290	2,243,290	950,000	142,400	1,092,400
2023	125,000	-	125,000			-	2,090,000	221,035	149,243	2,239,243	1,000,000	103,400	1,103,400
2024	125,000	-	125,000			-	2,160,000	113,400	76,568	2,236,568	1,015,000	63,100	1,078,100
2025	125,000	-	125,000			-				-	1,070,000	21,400	1,091,400
2026	125,000	-	125,000			-				-			-
2027	125,000	-	125,000			-				-			-
2028	125,000	-	125,000			-				-			-
2029	125,000	-	125,000			-				-			-
2030		-	-			-				-			-
2031			-			-				-			-
2032			-			-				-			-
2033			-			-				-			-
2034			-			-				-			-
2035			-			-				-			-
2036			-			-				-			-
2037			-			-				-			-
2038			-			-				-			-
2039			-			-				-			-
2040			-			-				-			-
Total	**$ 2,500,000**	**$ -**	**$ 2,500,000**	**$ 13,090,000**	**$ 3,572,938**	**$ 16,662,938**	**$ 10,135,000**	**$ 6,525,143**	**$ 4,358,209**	**$ 14,493,209**	**$ 12,825,000**	**$ 4,619,725**	**$ 17,444,725**

*** 2009C Interest includes a BAB subsidy of 35% for FY 2010-2013, subsidy is estimated at 32.5% for FY 2014 and beyond**

Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
Series 2012 Water Revenue Bond			Series 2012B Water Revenue Bond			Series 2013A Water Revenue Bond			Series 2013B Water Revenue Bond			
Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying	
0.0%	66%	$ -	0%	84%	$ -	0%	76%	$ -	0%	76%	$ -	$ -
0.1%	0%	979	3%	0%	50,317	4%	0%	17,392	4%	0%	36	$ 232,817
33%	0%	366,153	7%	0%	123,933	0%	0%	-	0%	0%	-	$ 2,605,484
0.0%	0%	-	0%	0%	-	0%	0%	-	0%	0%	-	$ -
0.0%	0%	-	0%	0%	4,704	4%	0%	16,356	4%	0%	34	$ 42,836
0.2%	0%	2,011	6%	0%	113,015	16%	0%	69,429	16%	0%	143	$ 566,353
						$2,830,000 is amount to water.			$215,000 refunded water debt.			3,447,490.27

Principal	Interest	Total D/S	Principal	Interest	Total D/S	Principal	Interest	Total D/S	Principal	Interest	Total D/S	
		$ -			$ -			$ -			$ -	**2010**
		-			-			-			-	**2011**
		-			-			-			-	**2012**
210,000	121,615	331,615	-	62,502	62,502	-	17,923	17,923		340	340	**2013**
220,000	112,550	332,550	-	124,313	124,313	-	56,600	56,600	215,000	538	215,538	**2014**
230,000	108,150	338,150	-	124,313	124,313	210,000	54,500	264,500			-	**2015**
240,000	103,550	343,550	-	124,313	124,313	215,000	50,250	265,250			-	**2016**
245,000	98,750	343,750	-	124,313	124,313	215,000	45,950	260,950			-	**2017**
255,000	93,850	348,850	-	124,313	124,313	225,000	41,550	266,550			-	**2018**
265,000	86,200	351,200	-	124,313	124,313	230,000	37,000	267,000			-	**2019**
280,000	78,250	358,250	-	124,313	124,313	235,000	32,350	267,350			-	**2020**
290,000	69,850	359,850	-	124,313	124,313	240,000	27,600	267,600			-	**2021**
300,000	61,150	361,150	-	124,313	124,313	245,000	22,750	267,750			-	**2022**
310,000	52,150	362,150	-	124,313	124,313	245,000	17,850	262,850			-	**2023**
315,000	42,850	357,850	-	124,313	124,313	250,000	12,900	262,900			-	**2024**
325,000	33,400	358,400	-	124,313	124,313	255,000	7,850	262,850			-	**2025**
335,000	23,650	358,650	-	124,313	124,313	265,000	2,650	267,650			-	**2026**
340,000	13,600	353,600	2,525,000	95,906	2,620,906			-			-	**2027**
		-	3,000,000	33,750	3,033,750			-			-	**2028**
		-			-			-			-	**2029**
		-			-			-			-	**2030**
		-			-			-			-	**2031**
		-			-			-			-	**2032**
		-			-			-			-	**2033**
		-			-			-			-	**2034**
		-			-			-			-	**2035**
		-			-			-			-	**2036**
		-			-			-			-	**2037**
		-			-			-			-	**2038**
		-			-			-			-	**2039**
		-			-			-			-	**2040**
$ 4,160,000	**$ 1,099,565**	**$ 5,259,565**	**$ 5,525,000**	**$ 1,808,220**	**$ 7,333,220**	**$ 2,830,000**	**$ 427,723**	**$ 3,257,723**	**$ 215,000**	**$ 878**	**$ 215,878**	
			$ 807,274									
Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC

APPENDIX J: FUTURE WATER DEBT

	Series 2014 Water Revenue Bond			Series 2015 Water Revenue Bond			Series 2016 Water Revenue Bond			Series 2019 Water Revenue Bond			Series 2020 Water Revenue Bond			Series 2021 Water Revenue Bond		
	Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying	Qualifying	Non-Qualifying	$ Qualifying
% to Non-Impact Fee	0%	42%	$ -	0%	17%	$ -	0%	97%	$ -	0%	71%	$ -	0%	65%	$ -	0%	65%	$ -
% to Transmission	6%	0%	110,543	27%	0%	78,338	1%	0%	5,311	10%	0%	46,212	0%	0%	-	0%	0%	-
% to Treatment	9%	0%	187,793	0%	0%	-	0%	0%	-	0%	0%	-	0%	0%	-	0%	0%	-
% to Production	0%	0%	-	0%	0%	-	0%	0%	-	0%	0%	-	0%	0%	-	0%	0%	-
% to Storage	0%	0%	-	0%	0%	-	0%	0%	-	0%	0%	-	11%	0%	115,997	11%	0%	67,330
% to Beyond 10 Years	0%	43%	-	0%	56%	-	0%	2%	-	0%	20%	-	0%	23%	-	0%	23%	-
Impact Fee - 480																		
Service Fee - 481																		

Table J.1: Projected Future Annual Debt Payments

	Principal	Interest	Total D/S	Principal	Interest	Total D/S	Principal	Interest	Total D/S	Principal	Interest	Total D/S	Principal	Interest	Total D/S	Principal	Interest	Total D/S	
2015				$ 42,000	$ 33,320	$ 75,320													**2015**
2016				$43,000.00	31,640	74,640	$ 74,000	$ 59,160	$ 133,160										**2016**
2017				45,000	29,920	74,920	77,000	56,200	133,200										**2017**
2018				47,000	28,120	75,120	80,000	53,120	133,120										**2018**
2019		180,090	180,090	49,000	26,240	75,240	83,000	49,920	132,920	$ 69,000	$ 55,360	$ 124,360							**2019**
2020		180,090	180,090	51,000	24,280	75,280	86,000	46,600	132,600	72,000	52,600	124,600	$ 147,000	$ 117,640	$ 264,640				**2020**
2021		180,090	180,090	53,000	22,240	75,240	90,000	43,160	133,160	75,000	49,720	124,720	153,000	111,760	264,760	$ 85,000	$ 68,280	$ 153,280	**2021**
2022		180,090	180,090	55,000	20,120	75,120	94,000	39,560	133,560	78,000	46,720	124,720	159,000	105,640	264,640	89,000	64,880	153,880	**2022**
2023		180,090	180,090	57,000	17,920	74,920	97,000	35,800	132,800	81,000	43,600	124,600	165,000	99,280	264,280	92,000	61,320	153,320	**2023**
2024		180,090	180,090	59,000	15,640	74,640	101,000	31,920	132,920	84,000	40,360	124,360	172,000	92,680	264,680	96,000	57,640	153,640	**2024**
2025		180,090	180,090	61,000	13,280	74,280	105,000	27,880	132,880	87,000	37,000	124,000	179,000	85,800	264,800	100,000	53,800	153,800	**2025**
2026		180,090	180,090	64,000	10,840	74,840	109,000	23,680	132,680	91,000	33,520	124,520	186,000	78,640	264,640	104,000	49,800	153,800	**2026**
2027		180,090	180,090	66,000	8,280	74,280	114,000	19,320	133,320	95,000	29,880	124,880	193,000	71,200	264,200	108,000	45,640	153,640	**2027**
2028		180,090	180,090	69,000	5,640	74,640	118,000	14,760	132,760	98,000	26,080	124,080	201,000	63,480	264,480	112,000	41,320	153,320	**2028**
2029	2,300,000	145,590	2,445,590	72,000	2,880	74,880	123,000	10,040	133,040	102,000	22,160	124,160	209,000	55,440	264,440	117,000	36,840	153,840	**2029**
2030	3,220,000	55,545	3,275,545				128,000	5,120	133,120	106,000	18,080	124,080	217,000	47,080	264,080	121,000	32,160	153,160	**2030**
2031			-							111,000	13,840	124,840	226,000	38,400	264,400	126,000	27,320	153,320	**2031**
2032			-							115,000	9,400	124,400	235,000	29,360	264,360	131,000	22,280	153,280	**2032**
2033			-							120,000	4,800	124,800	245,000	19,960	264,960	136,000	17,040	153,040	**2033**
2034			-										254,000	10,160	264,160	142,000	11,600	153,600	**2034**
2035			-													148,000	5,920	153,920	**2035**
2036			-																**2036**
2037			-																**2037**
2038			-																**2038**
2039			-																**2039**
2040			-																**2040**
2041			-																**2041**
2042			-																**2042**
2043			-																**2043**
2044			-																**2044**
Total	**$ 5,520,000**	**$ 2,002,035**	**$ 7,522,035**	**$ 833,000**	**$ 290,360**	**$ 1,123,360**	**$ 1,479,000**	**$ 516,240**	**$ 1,995,240**	**$ 1,384,000**	**$ 483,120**	**$ 1,867,120**	**$ 2,941,000**	**$ 1,026,520**	**$ 3,967,520**	**$ 1,707,000**	**$ 595,840**	**$ 2,302,840**	

APPENDIX K: CALCULATION OF THE IMPACT FEE PER GPM

TABLE K.1: IMPACT FEE CALCULATION

	A	B	C	D	E	F
1	**Component**	**Total Cost to Component**	**% That will Serve Ten Year Demand**	**Dollar Amount that will Serve Ten Year Demand**	**Ten Year Demand (GPM)**	**Cost per GPM**
2	**Production Impact Fee - Rockport**					
3	Future 10 Year Capital Projects	$ -	0.00%	$ -	1,185	$ -
4	Future Production Related Debt to be Issued - INTEREST ONLY	-	0.00%	-	1,185	-
5	Existing Production Projects	8,357,888	32.90%	2,749,745	1,185	2,320
6	Existing Production Related Debt - INTEREST ONLY	-	0.00%	-	1,185	-
7	Rockport Lease	11,494,172	32.90%	3,781,583	1,185	3,191
8	**Production Subtotal**	**$ 19,852,060**		**$ 6,531,328**		**$ 5,511.67**
9						
10	**Treatment Impact Fee - Quinn's Junction**					
11	Future 10 Year Capital Projects	$ 3,114,575	23.10%	$ 719,467	1,185	$ 607
12	Future Treatment Related Debt to be Issued - INTEREST ONLY	812,957	23.10%	187,793	1,185	158
13	Existing Treatment Projects	15,901,475	33.70%	5,358,797	1,185	4,522
14	Existing Treatment Related Debt - INTEREST ONLY	6,002,119	33.70%	2,022,714	1,185	1,707
15						
16	**Treatment Subtotal**	**$ 25,831,126**		**$ 8,288,771**		**$ 6,994.74**
17						
18	**Storage Impact Fee**					
19	Future 10 Year Capital Projects	$ 8,130,507	10.23%	$ 831,673	1,185	$ 702
20	Future Storage Related Debt to be Issued - INTEREST ONLY	1,792,072	10.23%	183,327	1,185	155
21	Existing Storage Projects	5,627,068	11.40%	641,486	1,185	541
22	Existing Storage Related Debt - OUTSTANDING INTEREST	375,754	11.40%	42,836	1,185	36
23						
24	**Storage Subtotal**	**$ 15,925,400**		**$ 1,699,321**		**$ 1,434.03**
25						
26	**Transmission Impact Fee**					
27	Future 10 Year Capital Projects	$ 9,636,387	10.51%	$ 1,012,336	1,185	$ 854
28	Future Transmission Related Debt to be Issued - INTEREST ONLY	2,309,086	10.41%	240,404	1,185	203
29	Existing Transmission Projects	21,536,608	7.50%	1,615,246	1,185	1,363
30	Existing Transmission Related Debt - OUTSTANDING INTEREST	2,788,724	7.50%	209,154	1,185	177
31						
32	**Transmission Subtotal**	**$ 36,270,806**		**$ 3,077,140**		**$ 2,596.74**
33						
34	**Professional Services/ Credits**					
35	Unspent Impact Fee Funds	-	0.00%	$ -	1,185	$ -
36	Professional Services/ Credits	50,000	100%	50,000	1,185	42
37	**Professional Services/Credits Subtotal**	**50,000**		**50,000**		**42.19**
38						
39	**Total Impact Fee Per GPM**	**$ 97,929,391**		**$ 19,646,559**		**$ 16,579.38**

Appendix L: Maximum Culinary Water Impact Fees

Fee per GPM $ 16,579.38

Table L.1: Residential Impact Fee by Property Type

OUTDOOR - Peak Day

Yard Area (Irrigated Sq Ft)	Peak Day Gallons	1 Gpm (Gal)	Gpm Demand	Proposed Fee
Calculated Per 1,000 Sq Ft	138.8	1,440	0.096	$ 1,598

INDOOR - Winter Month Peak Day (Observed Dec 16 to Jan 15)

Unit Size (Sq. Ft.)		Peak Day	1 Gpm (Gal)	Gpm Demand	Proposed Fee
-	1,000	298	1,440	0.2067	$ 3,428
1,001	2,000	400	1,440	0.2776	4,602
2,001	3,000	539	1,440	0.3740	6,200
3,001	4,000	687	1,440	0.4771	7,910
4,001	5,000	817	1,440	0.5671	9,403
5,001+		983	1,440	0.6829	11,322

Table L.2: Non-Residential Impact Fee by Property Type

Property Type	Gallons per Unit	GPM per Unit	Floor Area per Unit	Fee per Unit
Assembly				
Restaurant, Bar including decks	35	0.0243	7	402.97
Theater, Auditorium, Church	5	0.0035	7	57.57
Office	15	0.0104	100	172.70
Educational				
Classroom	25	0.0174	20	$ 287.84
Shop/Vocational	25	0.0174	50	287.84
Exercise Area	25	0.0174	50	287.84
Hotel/Motel	150	0.1042	580	1,727.02
Industrial	Calculated	Calculated		Calculated
Institutional				
Inpatient Treatment	250	0.1736	240	$ 2,878.36
Outpatient Treatment	5	0.0035		Calculated
Sleeping Area	5	0.0035		Calculated
Other	Calculated	Calculated		Calculated
Retail	10	0.0069	60	115.13
Swimming Pool or Skating Rink				
Rink or Pool Area	10	0.0069		$ 115.13
Decks	Calculated	Calculated		Calculated
Warehouse	Calculated	Calculated		Calculated
Parking Garage	Calculated	Calculated		Calculated
Government	Calculated	Calculated		Calculated
Library				
Reading Area	Calculated	Calculated		Calculated
Stack Area	Calculated	Calculated		Calculated

TABLE L.3: NON-STANDARD IMPACT FEE CALCULATION

Non-Standard Users Impact Fee Formula

Step 1: Identify Estimated Peak Day GPM Demand of Proposed Development

Step 2: Multiply Equivalent Peak Day GPMs by Impact Fee per GPM of $16,579.38

APPENDIX M: HISTORIC AND PROPOSED FEE COMPARISON

Table M.1: Proposed Fee Schedule

Proposed Fee Schedule		Unit Size (Sq Ft)							
		750	1,250	2,500	3,500	4,500	5,500	7,500	10,000
Yard Area (Irrigated Sq. Ft)	1,000	$ 5,026	$ 6,200	$ 7,799	$ 9,508	$ 11,001	$ 12,920	$ 12,920	$ 12,920
	3,000	8,222	9,396	10,995	12,704	14,197	16,116	16,116	16,116
	5,000	11,418	12,592	14,191	15,900	17,393	19,312	19,312	19,312
	7,000	14,614	15,788	17,387	19,096	20,589	22,508	22,508	22,508
	9,000	17,810	18,984	20,583	22,292	23,785	25,704	25,704	25,704
	10,000	19,408	20,583	22,181	23,890	25,383	27,302	27,302	27,302
	13,000	24,203	25,377	26,975	28,684	30,178	32,096	32,096	32,096
	20,000	35,389	36,563	38,162	39,871	41,364	43,283	43,283	43,283
	40,000	67,350	68,525	70,123	71,832	73,325	75,244	75,244	75,244

Table M.2: Historic Fee Schedule

Historic Fee Schedule		Unit Size (Sq Ft)							
		750	1,250	2,500	3,500	4,500	5,500	7,500	10,000
Yard Area (Irrigated Sq. Ft)	1,000	$ 6,454	$ 8,240	$ 10,026	$ 11,813	$ 11,813	$ 13,599	$ 15,385	$ 15,385
	3,000	9,335	11,121	12,907	14,694	14,694	16,480	18,266	18,266
	5,000	12,216	14,002	15,789	17,575	17,575	19,361	21,147	21,147
	7,000	15,097	16,883	18,670	20,456	20,456	22,242	24,029	24,029
	9,000	17,978	19,765	21,551	23,337	23,337	25,123	26,910	26,910
	10,000	17,978	19,765	21,551	23,337	23,337	25,123	26,910	26,910
	13,000	22,300	24,086	25,873	27,659	27,659	29,445	31,231	31,231
	20,000	32,384	34,170	35,956	37,743	37,743	39,529	41,315	41,315
	40,000	61,195	62,981	64,768	66,554	66,554	68,340	70,127	70,127

Table M.3: Proposed and Historic Comparison

$ Change		Unit Size (Sq Ft)							
		750	1,250	2,500	3,500	4,500	5,500	7,500	10,000
Yard Area (Irrigated Sq. Ft)	1,000	$ (1,428)	$ (2,040)	$ (2,228)	$ (2,305)	$ (812)	$ (679)	$ (2,466)	$ (2,466)
	3,000	(1,113)	(1,725)	(1,913)	(1,990)	(497)	(364)	(2,151)	(2,151)
	5,000	(798)	(1,410)	(1,598)	(1,675)	(182)	(49)	(1,836)	(1,836)
	7,000	(483)	(1,095)	(1,283)	(1,360)	133	266	(1,521)	(1,521)
	9,000	(168)	(780)	(968)	(1,045)	448	581	(1,206)	(1,206)
	10,000	1,430	818	630	553	2,046	2,179	393	393
	13,000	1,903	1,291	1,103	1,026	2,519	2,651	865	865
	20,000	3,005	2,393	2,205	2,128	3,621	3,754	1,968	1,968
	40,000	6,155	5,543	5,355	5,278	6,771	6,904	5,118	5,118

CHAPTER 13 - IMPACT FEES

11-13- 1. DEFINITIONS.

The following words and terms shall have the following meanings for the purposes of this chapter, unless the context clearly requires otherwise:

(A) **BUILDING PERMIT**. The permit required for any Development Activity, as defined herein, and pursuant to Chapter 11-3 et seq. of the Municipal Code of Park City, Utah.

(B) **CONSTRUCTION VALUE**. The value of construction per square foot used by the Park City Building Department to determine plan check and Building Permit fees, multiplied by the area of Development Activity.

(C) **DEPARTMENT**. The ~~Community Development Department.~~Park City Building Department.

(D) **DEVELOPMENT ACTIVITY**. Any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land, which is accompanied by a request for a Building Permit.

(E) **~~DIRECTOR~~OFFICIAL**. The Chief Building Official of Park City~~Director of Community Development~~ or his/her designee.

(F) **ENCUMBER**. To reserve, set aside or otherwise earmark, the Impact Fees in order to pay for commitments, contractual obligations or other liabilities incurred for Public Facilities.

(G) **IMPACT FEE**. Any fee levied pursuant to this chapter as a condition of issuance of a ~~b~~Building ~~p~~Permit. "Impact Fee" does not include fees imposed under Section 11-12 of the Municipal Code.

(H) **INDEPENDENT FEE CALCULATION**. An I~~i~~mpact F~~f~~ee calculation prepared by a fee payer to support assessment of an ~~i~~Impact F~~f~~ee different from any fee set forth herein.

(I) **OWNER**. The owner of record of real property, or a person with an unrestricted written option to purchase property; provided that, if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.

(J) **PARKS, TRAILS AND OPEN SPACE IMPACT FEE**. The I~~i~~mpact F~~f~~ee imposed as a condition precedent to a ~~b~~Building ~~p~~Permit that is used to offset the proportionate impact of the ~~d~~Development ~~a~~Activity on the need for the planning, design, engineering, acquisition, financing and construction of City-owned parks, trails and open space

(K) **PROJECT IMPROVEMENT**. Site improvements and facilities that are planned and designed to provide service for the ~~d~~Development ~~a~~Activity and are necessary for the use and convenience of the users of the development resulting from the ~~d~~Development ~~a~~Activity.

(L) **PUBLIC FACILITY**. Any structure built by or for, or maintained by, a governmental entity.

(M) **PUBLIC SAFETY FACILITIES IMPACT FEE**. The I~~i~~mpact ~~f~~Fee imposed as a condition precedent to a Building Permit that is used to offset the proportionate impact of the ~~d~~Development ~~a~~Activity on the need for the planning, design, acquisition, engineering, financing and construction of public safety facilities.

(N) **STREETS AND STORM WATER IMPACT FEE**. The I~~i~~mpact F~~f~~ee imposed as a condition precedent to a ~~b~~Building ~~p~~Permit that is used to offset the proportionate impact of the ~~d~~Development ~~a~~Activity on the need for the planning, design, engineering, acquisition, financing and construction of additional street and storm water management facilities.

(O) **SYSTEM IMPROVEMENT**. Public facilities identified in the 200~~3~~6 Capital Facilities Plan and Impact Fee Analysis, the 2014~~03~~ Water Impact Fee~~Capital~~ Facilities Plan and the 2014 Water Impact Fee Analysis that are not P~~p~~roject ~~i~~Improvements.

(P) **WATER ~~CONNECTION~~ IMPACT FEE**. The I~~i~~mpact F~~f~~ee, calculated as an expression of ~~new equivalent residential units~~ gallons per minute (~~ERUs~~gpm), to assess the impact of indoor D~~d~~evelopment A~~a~~ctivity, and increased area of irrigated landscape, to assess the impact of outdoor D~~d~~evelopment ~~a~~Activity, imposed as a condition precedent to a B~~b~~uilding ~~p~~Permit that is used to offset the proportionate impact of the ~~d~~Development ~~a~~Activity on the need for the planning, design, engineering, acquisition, financing and construction of water delivery systems. The Water Impact Fee is assessed within the Service Area which is the area within the Park City Water Service District Boundary.

~~(A) WATER IMPACT FEE. The impact fee, calculated as an expression of new equivalent residential units (ERUs), to assess the impact of indoor development activity, and increased area of irrigated landscape, to assess the impact of outdoor development activity, imposed as a condition precedent to a building permit that is used to offset the proportionate impact of the development activity on the need for the acquisition and transfer of water rights and points of diversion and the planning, design, engineering, acquisition, financing and construction of physical sources to realize those water rights.~~

(Amended by Ord. No. 95-35; 96-12; 01-37; 03-05; 04-27)

11-13- 2. ASSESSMENT AND CALCULATION OF IMPACT FEES.

(A) **ASSESSMENT OF IMPACT FEES**. The City shall collect the following Impact Fees from any applicant seeking a Building Permit:

(1) **Parks, Trails, Open Space, Public Safety Facilities, Streets and Storm Water Facilities Impact Fees:**

2005 PCMC IMPAC~~T~~ FEE ANALYSIS UPDATE

Proposed Impact Fee Schedule (Calendar Year 2005)

	Parks, Trails, Open Space	Police	Roadway Facilities	Total
New Construction				
Single Family				
Average Unit	$3,855.00	$605.00	$315.00	$4,775.00
Unit Less Than 3,000 sq. ft.	$1,925.00	$300.00	$155.00	$2,380.00
Unit More Than 5,000 sq. ft.	$5,780.00	$910.00	$470.00	$7,160.00
Duplex & Multi-Family				
Average Unit	$3,150.00	$495.00	$290.00	$3,935.00
Unit Less Than 2,000 sq. ft.	$1,575.00	$245.00	$145.00	$1,965.00
Unit More Than 4,000 sq. ft.	$4,725.00	$740.00	$435.00	$5,900.00
Hotel Room				
Average Unit	$2,005.00	$315.00	$170.00	$2,490.00
Unit Less Than 750 sq. ft.	$1,000.00	$155.00	$85.00	$1,240.00
Unit More Than 2,000 sq. ft.	$3,005.00	$470.00	$255.00	$3,730.00
Commercial	NA	$555.00	$410.00	$965.00
Light Industrial	NA	$445.00	$320.00	$765.00
Additions				
Single Family				
0-500 Square Feet	NA	NA	NA	$0.00
501-1500 Square Feet	$480.00	$75.00	$35.00	590.00
1501-3000 Square Feet	$960.00	$150.00	$75.00	1,185.00
3001-5000 Square Feet	$1,925.00	$300.00	$155.00	2,380.00
More than 5000 Square Feet	$3,855.00	$605.00	$315.00	4,775.00
Duplex & Multi Family				
0-500 Square Feet	NA	NA	NA	0.00
501-1000 Square Feet	$390.00	$60.00	$35.00	485.00
1001-2000 Square Feet	$785.00	$120.00	$70.00	975.00
2001-4000 Square Feet	$1,575.00	$245.00	$145.00	1,965.00
More than 4000 Square Feet	$3,150.00	$495.00	$290.00	3,935.00
Hotel Room				
0-200 Square Feet	NA	NA	NA	0.00
201-750 Square Feet	$500.00	$75.00	$40.00	615.00
751-2000 Square Feet	$1,000.00	$155.00	$85.00	1,240.00
More than 2000 Square Feet	$2,005.00	$315.00	$170.00	2,490.00
Commercial (per sq. ft.)	NA	$0.55	$0.41	$0.96
Light Industrial (per sq. ft.)	NA	$0.44	$0.32	$0.76

(2) **Water Impact Fee Schedule**:

Outdoor Impact Fee

Yard Area (Irrigated Sq Ft)	Peak Day Gallons	1 Gpm (Gal)	Gpm Demand	Proposed Fee
Calculated Per 1,000 Sq Ft	138.8	1,440	0.096	$ 1,598

Indoor Residential (Peak Day)

INDOOR - Winter Month Average Day (Observed Dec 16 to Jan 15)

Unit Size (Sq. Ft.)		Peak Day	1 Gpm (Gal)	Gpm Demand	Proposed Fee
-	1,000	298	1,440	0.2067	$ 3,428
1,001	2,000	400	1,440	0.2776	4,602
2,001	3,000	539	1,440	0.3740	6,200
3,001	4,000	687	1,440	0.4771	7,910
4,001	5,000	817	1,440	0.5671	9,403
5,001+		983	1,440	0.6829	11,322

Indoor Non-Residential (Peak Day)

Property Type	Gallons per Unit	GPM per Unit	Floor Area per Unit	Fee per Unit
Assembly				
Restaurant, Bar including decks	35	0.0243	7	402.97
Theater, Auditorium, Church	5	0.0035	7	57.57
Office	15	0.0104	100	172.70
Educational				
Classroom	25	0.0174	20	$ 287.84
Shop/Vocational	25	0.0174	50	287.84
Exercise Area	25	0.0174	50	287.84
Hotel/Motel	150	0.1042	580	1,727.02
Industrial	Calculated	Calculated		Calculated
Institutional				
Inpatient Treatment	250	0.1736	240	$ 2,878.36
Outpatient Treatment	5	0.0035		Calculated
Sleeping Area	5	0.0035		Calculated
Other	Calculated	Calculated		Calculated
Retail	10	0.0069	60	115.13
Swimming Pool or Skating Rink				
Rink or Pool Area	10	0.0069		$ 115.13
Decks	Calculated	Calculated		Calculated
Warehouse	Calculated	Calculated		Calculated
Parking Garage	Calculated	Calculated		Calculated
Government	Calculated	Calculated		Calculated
Library				
Reading Area	Calculated	Calculated		Calculated
Stack Area	Calculated	Calculated		Calculated

TABLE L.3: NON-STANDARD IMPACT FEE CALCULATION

Non-Standard Users Impact Fee Formula
Step 1: Identify Estimated GPM Demand of Proposed Development
Step 2: Multiply Equivalent GPMs by Impact Fee per GPM of $16,579

(Amended by Ord. Nos. 96-12; 01-37; 03-05; 05-37; 07-35)

11-13- 3. OFFSETS.

(A) A fee payer can request that an offset or offsets be awarded to him/her for the value of a required ~~s~~System ~~i~~Improvement identified in the Capital Facilities Plan and Impact Fee Analysis, the Water Impact Fee~~Capital~~ Facilities Plan and the Water Impact Fee Analysis.

(B) For each request for an offset or offsets, unless otherwise agreed, the fee payer shall retain an appraiser approved by the Department to determine the value of the ~~s~~System ~~i~~Improvement provided by the fee payer.

(C) The fee payer shall pay the cost of the appraisal.

(D) After receiving the appraisal, the ~~Director~~ Official shall provide the applicant with a letter or certificate setting forth the dollar amount of the offset, the reason for the offset, where applicable, the legal description of the site donated, and the legal description or other adequate description of the project or development to which the offset may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate, and return such signed document to the ~~Director~~ Official before the ~~i~~Impact F~~f~~ee offset will be awarded.

The failure of the applicant to sign, date, and return such document within sixty (60) days shall nullify the offset.

(E) Any claim for offset must be made not later than the time of application for ~~b~~Building ~~p~~Permit. Any claim not so made shall be deemed waived.

(F) Determinations made by the ~~Director~~ Official pursuant to this section shall be subject to the appeals procedure set forth in Section
11-13-6 below.

11-13- 4. WAIVER.

The City Council may waive I~~i~~mpact F~~f~~ees for:
(A) Construction of affordable housing, up to $5,000 per unit;

(B) Construction of a P~~p~~ublic ~~f~~Facility.

11-13- 5. APPEALS.

(A) A fee payer may appeal the ~~i~~Impact ~~f~~Fees imposed or other determinations, which the ~~Director~~Official is authorized to make pursuant to this Chapter. However, no appeal shall be permitted unless and until the I~~i~~mpact F~~f~~ees at issue have been paid.

(B) Appeals shall be taken within ten (10) days of the ~~Director~~Official's issuance of a written determination, by filing with the Department a notice of appeal specifying the grounds for the appeal, and depositing the necessary fee, which is set forth in the existing fee resolution for appeals of land use decisions.

(C) The Department shall fix a time for the hearing of the appeal and give notice to the parties in interest. At the hearing, any party may appear in person or by agent or attorney.

(D) The Hearing Officer is authorized to make findings of fact regarding the applicability of the I~~i~~mpact ~~f~~Fees to a given ~~d~~Development ~~a~~Activity, the availability or amount of the offset, or the accuracy or applicability of an ~~i~~Independent ~~f~~Fee ~~c~~Calculation. The decision of the Hearing Officer shall be final, and may be appealed to the Third Judicial District Court for Summit County.

(E) The Hearing Officer may, so long as such action is in conformance with the provisions of this Chapter, reverse or affirm, in whole or in part, or may modify the determinations of the ~~Director~~Official with respect to the amount of the Impact Fees imposed or the offset awarded upon a determination that it is proper to do so based on principles of fairness, and may make such order, requirements, decision or determination as ought to be made, and to that end shall have the powers which have been granted to the ~~Director~~Official by this Chapter.

(F) Where the Hearing Officer determines that there is a flaw in the I~~i~~mpact F~~f~~ee program or that a specific exemption or offset should be awarded on a consistent basis or that the principles of fairness require amendments to this Chapter, the Hearing Officer shall advise the City Attorney as to any question or questions that the Hearing Officer believes should be reviewed and/or amended.

11-13- 6. ESTABLISHMENT OF IMPACT FEES ACCOUNTS.

(A) Impact Fees shall be earmarked specifically and deposited in special interest-bearing accounts. The fees received shall be prudently invested in a manner consistent with the investment policies of the City.

(B) Funds withdrawn from these accounts must be used in accordance with the provisions of Section 11-13-8 below. Interest earned on the I~~i~~mpact ~~f~~Fees shall be retained in each of the accounts and expended for the purposes for which the ~~i~~Impact ~~f~~Fees were collected. Money in these accounts shall not be commingled with other funds.

(C) Impact Fees shall be disbursed, expended, or ~~e~~Encumbered within six (6) years of receipt, unless the Council identifies in written findings an extraordinary and compelling reason or reasons for the City to hold the fees beyond the 6 year period. Under such circumstances, the Council shall establish the period of time within which I~~i~~mpact ~~f~~Fees shall be expended or ~~e~~Encumbered.

11-13- 7. REFUNDS.

(A) If the City fails to disburse, expend, or E~~e~~ncumber the I~~i~~mpact ~~f~~Fees within six (6) years of when the fees were paid, or where extraordinary or compelling reasons exist, such other time periods as established pursuant to Section 11-13-7(C) below, the current O~~o~~wner of the property on which the ~~i~~Impact ~~f~~Fees have been paid may request a refund of such fees. In determining whether ~~i~~Impact ~~f~~Fees have been disbursed, expended, or ~~e~~Encumbered, such fees shall be considered disbursed, expended, or ~~e~~Encumbered on a first in, first out basis.

(B) Owners seeking a refund of impact fees must submit a written request for a refund of the fees to the ~~Director~~Official within 180 days of the date that the right to claim the refund arises.

(C) Any I~~i~~mpact ~~f~~Fees for which no application for a refund has been made within this 180 day period shall be retained by the City and expended on the type of public facilities for which they were collected.

(D) Refunds of I~~i~~mpact ~~f~~Fees under this section shall include any interest earned on the ~~i~~Impact ~~f~~Fees.

(E) When the City seeks to terminate any or all components of the I~~i~~mpact ~~f~~Fee program, any funds not disbursed, expended, or ~~e~~Encumbered from any terminated component or components, including interest earned shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the City shall place notice of such termination, and the availability of refunds, in a newspaper of general circulation at least two (2) times. All funds available for refund shall be retained for a period of 180 days. At the end of the 180 day period, any remaining funds shall be retained by the City, but must be expended on the type of public facilities for which they were collected.

(F) The City shall refund to the current O~~o~~wner of property for which ~~i~~Impact ~~f~~Fees have been paid all ~~i~~Impact ~~f~~Fees paid, including interest earned on the ~~i~~Impact ~~f~~Fees attributable to the particular ~~d~~Development ~~a~~Activity, within one (1) year of the date that right to claim the refund arises, if the ~~d~~Development ~~a~~Activity for which the I~~i~~mpact ~~f~~Fees were imposed did not occur, no impact resulted, and the O~~o~~wner makes written request for a refund within 180 days of the expiration or abandonment of the permit for the D~~d~~evelopment D~~a~~ctivity.

(G) A property O~~o~~wner ~~is~~ may be eligible to receive a rebate of up to fifty percent (50%) of the paid exterior water ~~i~~Impact ~~f~~Fee~~, and if approved, construction and landscape plans include~~ for installation of a drip irrigation system and drought tolerant landscaping in the area of disturbance. For a rebate to be considered an application must be submitted to the Planning Department within ~~three~~two (~~3~~2) years of the payment of the exterior water I~~i~~mpact ~~f~~Fee and within six (6) months of the installation of drought tolerant landscaping. ~~A~~ The completed application ~~form,~~form and an irrigation plan must be submitted to the Planning Department for review and approval. Conversions of previously disturbed or existing landscaping do not apply, only newly disturbed area from Development Activity will be eligible for a rebate.

(Amended by Ord. 04-27)

11-13- 8. USE OF FUNDS.

(A) Pursuant to this Chapter, I~~i~~mpact ~~f~~Fees:

(1) Shall be used for public facilities that reasonably benefit the new development; and

(2) Shall not be imposed to make up for deficiencies in public facilities serving existing developments; and

(3) Shall not be used for maintenance or operation of public facilities.

(B) Impact fees may be used to recoup costs of designing, constructing and/or acquiring public facilities previously incurred in anticipation of new growth and development to the extent that the ~~d~~Development ~~a~~Activity will be served by the previously constructed improvements or the incurred costs.

(C) In the event that bonds or similar debt instruments are or have been issued for the advanced provision of public facilities for which I~~i~~mpact ~~f~~Fees may be expended, ~~i~~Impact ~~f~~Fees may be used to pay debt service on such bonds, or similar debt instruments, to the extent that the facilities or improvements provided are consistent with the requirements of this section and are used to serve the ~~d~~Development ~~a~~Activity.

(Amended by Ord. 96-12)

11-13-9. INDEPENDENT FEE CALCULATIONS.

(A) If a fee payer believes that a fee should be charged, other than the I~~i~~mpact F~~f~~ees determined according to this Chapter, then the fee payer shall prepare and submit to the ~~Director~~Official an ~~i~~Independent F~~f~~ee ~~c~~Calculation for the ~~i~~Impact ~~f~~Fee(s) associated with the ~~d~~Development ~~a~~Activity for which a ~~b~~Building ~~p~~Permit is sought. The documentation submitted shall show the basis upon which the ~~i~~Independent F~~f~~ee ~~c~~Calculation was made. The ~~Director~~Official is not required to accept any documentation, which the Official~~Director~~ reasonably deems to be inaccurate, unsubstantiated, or unreliable and may require the fee payer to submit additional or different documentation prior to the Official~~Director~~'s consideration of an ~~i~~Independent ~~f~~Fee ~~c~~Calculation.

(B) Any fee payer submitting an ~~i~~Independent ~~f~~Fee ~~c~~Calculation shall pay an administrative processing fee, per calculation, of one hundred dollars ($100).

(C) Based on the information within the ~~Director~~Official's possession, the ~~Director~~Official may recommend, and the City Manager is authorized to adjust, the ~~i~~Impact ~~f~~Fee to the specific characteristics of the ~~d~~Development ~~a~~Activity, and/or according to principles of fairness. Such adjustment shall be preceded by written findings justifying the fee.

(D) Determinations made by the ~~Director~~Official pursuant to this section may be appealed subject to the procedures set forth herein.

City Council
Staff Report

Subject: International Building Code Adoptions
Author: Michelle Downard, Deputy Chief Building Official
Department: Building Department
Date: September 25, 2014
Type of Item: Legislative

Summary Recommendations:
Adopt the ordinance as proposed which amends Chapters 3, 4, 7, 8, and 9 of Title 11 "Buildings and Building Regulations" of the Municipal Code of Park City, Utah. Specifically, the proposed changes would amend references to the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, National Electrical Code, and the International Fire Code to reflect the editions adopted by the State of Utah.

Topic/Description:
Amendments to Chapters 3, 4, 7, 8, and 9 of Title 11 "Buildings and Building Regulations" of the Municipal Code of Park City to reflect updated code editions.

Background:
On December 11, 2011, City Council approved Ordinance 11-27 which approved amendments to Title 11 of the Park City Municipal Code which amended the edition of the adopted Building Code. The edition was amended from 2009 to the 2012 edition.

The 2012 International Building Code has since been adopted by the State of Utah.

Analysis:
The proposed amendments to Title 11 are necessary to be consistent with the Utah State Code 15A-2-103.

The State is ultimately the repository of legislative power. Local governments have a limitation of powers to and may not adopt building codes to the contrary.

As new editions of the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, National Electrical Code and International Fire Code are released every 3 years, the State of Utah has been amending the State Code to reflect the new editions. To reduce the need to continually amend the Park City Municipal Code, staff is recommending that the Municipal Code does not specifically list the edition (year) of the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, National Electrical Code and International Fire Code, but refers to the State adoption.

Department Review:

This staff report has been reviewed by Building, Legal and the City Manager's Office.

Alternatives:

A. Approve:

Adopt the ordinance as amended.

B. Deny:

Reject the ordinance amendment.

C. Modify:

Amend the proposed ordinance and adopt.

D. Continue the Item:

Request additional information and continue.

E. Do Nothing:

Take no action.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination **(Economic Impact)**	**Preserving & Enhancing the Natural Environment** **(Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities** **(Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Balance between tourism and local quality of life + Varied and extensive event offerings + Internationally recognized & respected brand	+ Managed natural resources balancing ecosystem needs	+ Skilled, educated workforce	+ Fiscally and legally sound + Engaged, capable workforce + Well-maintained assets and infrastructure + Engaged and informed citizenry + Streamlined and flexible operating processes + (Select Desired Outcome) + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Positive ⇧	Positive ⇧	Very Positive ⬆
Comments:				

Funding Source:

No new funding will be needed to adopt the proposed code amendments.

Consequences of not taking the recommended action:
Adoption is necessary to be consistent with the Utah State Code.

Recommendation:
Adopt the ordinance as proposed which amends Chapters 3, 4, 7, 8, and 9 of Title 11 “Buildings and Building Regulations” of the Municipal Code of Park City, Utah. Specifically, the proposed changes would amend references to the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, National Electrical Code, and the International Fire Code to reflect the editions adopted by the State of Utah.

Exhibits:
Exhibit A- Proposed Amendments to Park City Municipal Code, Title 11
Exhibit B- Utah State Code 15A-2-103

Ordinance No. 14-

AN ORDINANCE APROVING AMENDMENTS TO THE PARK CITY MINICIPAL CODE OF PARK CITY, UTAH TO REFLECT THE STATE BUILDING CODE ADOPTIONS, WITHIN TITLE 11, BUILDING AND BUILDING REGULATIONS, CHAPTERS 3, 4, 7, 8 AND 9. SPECIFICALLY, THE PROPOSED CHANGES WOULD AMEND REFERENCES TO THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL PLUMBING CODE, NATIONAL ELECTRICAL CODE, AND THE INTERNATIONAL FIRE CODE TO REFLECT THE EDITIONS ADOPTED BY THE STATE OF UTAH.

WHEREAS, Staff recognizes the need to maintain minimum life and safety standards to protect the general health, safety and welfare of Park City's citizens and property owners; to maintain the quality of life and experience for its residents and visitors; and

WHEREAS, the City council finds that it is in the public interest to regulate and enforce the standards of the International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, National Electrical Code, and the International Fire Code to ensure health, safety and welfare; and

WHEREAS, it is within the best interest of Park City to be consistent with the State of Utah which has adopted the 2012 International Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Plumbing Code, National Electrical Code, and the International Fire Code and holds the legislative powers to do so; and

WHEREAS, the City Council duly noticed and conducted a public hearing at its regularly scheduled meeting on September 25, 2014; and

WHEREAS, the City Council finds the proposed amendments in the best interest of the residents of Park City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I. Amendment. Title 11, Chapters 3, 4, 7, 8 and 9, Building and Building Regulations described of the Municipal Code are amended to read as outlined in Exhibit A.

Section II. Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 25th day of September, 2014.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Jack Thomas

Attest:

____
Marci Heil, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

CHAPTER 3 - BUILDING CODE AND RESIDENTIAL CODE

11- 3- 1. INTERNATIONAL BUILDING CODE AND INTERNATIONAL RESIDENTIAL CODE ADOPTED.

The International Building Code and International Residential Code, ~~2009 edition~~ as adopted by the State of Utah and published by the International Code Council (ICC), establishing rules and regulations for the design, construction quality of materials, use and occupancy, location and maintenance of building and structures~~, as adopted by the International Code Council, is~~ are hereby adopted as the Building Code of Park City, together with Rule R156-56 of the Utah Administrative Code, and the following Amendments.

(A) Appendix ~~Chapter~~ E~~, located in the appendix~~ of the 2012 International Building Code ~~are~~ is adopted and incorporated herein. Appendix J of the 2012 International Building Code is adopted and incorporated herein with the following amendment: ~~with an Amendment to Appendix J as follows~~: Except as specified in Section J103 of this section, no person shall do any grading,~~ or~~ removing, or grubbing of existing vegetation without first ~~having obtained~~obtaining a grading permit from the Building Official. Appendix ~~Chapter~~ P of the 2006 ~~located in the Appendix of the~~ International Residential Code~~, 2006 edition~~ is adopted and incorporated herein.

(B) **BUILDING PERMIT FEES**. A fee for each building permit shall be paid to the Building Official as set forth by fee resolution as adopted by the Park City Council.

(C) Section 901.2 AUTOMATIC FIRE EXTINGUISHING SYSTEMS is hereby amended by adding the following wording:
PURPOSE. The purpose of this section is to establish minimum standards to safeguard life, health, property, public welfare and to protect the owners and occupants of structures within Park City by regulating and controlling the design and construction of buildings and structures.

(Amended by Ord. Nos. 02-32; 06-87;11-27)

11- 3- 2. AUTOMATIC FIRE EXTINGUISHING SYSTEMS.

The following newly constructed structures of buildings used for or to be used for human occupancy shall have an automatic fire extinguishing system installed in conformity with the requirements of the International Fire Code Section 903.1 and the following amendments:

(A) All new construction having more than 6,000 square feet on any floor, except R-3 occupancy.

(B) All new construction having more than two (2) stories, except R-3 occupancy.

(C) All new construction having three (3) or more dwelling units, including units rented or leased, and including condominiums or other separate ownership.

(D)~~(C)~~ All new construction in the Historic Commercial Business zone district, regardless of occupancy.

(E)~~(D)~~ All new construction and buildings in the General Commercial zone district where there are ~~no~~ side-yard setbacks or where one or more ~~of the~~ side yard setbacks ~~are~~ is less than two and one-half (2.5) feet per story of height.

(F) All existing building within the Historic District Commercial Business zone.

(Amended by Ord. Nos. 02-32; 06-87)

CHAPTER 4 - MECHANICAL CODE AND FUEL GAS CODE

11- 4- 1. MECHANICAL CODE AND FUEL GAS CODE.

The International Mechanical Code and International Fuel Gas Code, ~~2009 edition~~ as adopted by the State of Utah and published by the International Code Council, establishing rules and regulations for the design, installation, maintenance, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings. Similarly, the International Fuel Gas Code applies to the installation of fuel-gas piping systems, fuel gas appliances, gaseous hydrogen systems and related accessories.~~the design, construction quality of materials, use and occupancy, location and maintenance of building and structures~~, ~~as adopted by the International Code Council is~~ are hereby adopted as the Mechanical Code of Park City.

(Amended by Ord. Nos. 02-32; 06-87;11-27)

CHAPTER 5 - UNIFORM HOUSING CODE

11- 5- 1. HOUSING CODE.

The Uniform Housing Code, 1997 edition, printed as code in book form, and adopted by the International Conference of Building Officials, providing minimum requirements for the protection of life, limb, health, safety and welfare of the general public and the owners and occupants of residential buildings is hereby adopted as the Housing Code of Park City.

(A) **APPLICATION**. The provisions of the Housing Code shall apply to all buildings or portions thereof used, ~~or~~ designed for use, or intended to be used for human habitation. Occupancies in existing buildings may be continued as provided in Chapter 34 ~~Section 3402~~ of the International Building Code, except as to those structures found to be substandard as defined in the Housing Code.

(B) **VIOLATIONS**. It shall be unlawful for any person, firm or corporation whether as owner, lessee, sublessee, or occupant to erect, construct, enlarge, alter, repair, move, improve, remove, demolish, equip, use, occupy, or maintain any building or premises or cause or permit the same to be done, contrary to or in violation of any of the provisions of the Housing Code or any order issued by the Building Official pursuant thereto.

(C) **PERMITS AND INSPECTIONS**. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, or cause or permit the same to be done, without first obtaining a separate building permit for each such building or structure from the Building Official in the manner and according to the applicable conditions prescribed in the Housing Code.

(Amended by Ord. No. 02-32)

CHAPTER 6 - UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

11- 6- 1. ADOPTION OF A CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS.

The "Uniform Code for the Abatement of Dangerous Buildings, 1997 edition," printed as a code in book form and ~~adopted~~ published by the published by the International Conference of Building Officials~~International Code Council~~, providing for a just, equitable and practicable method whereby buildings or structure which from any cause endanger the life, limb, health, morals property, safety or welfare of the general public or their occupants, may be required to be repaired, vacated, or demolished, is hereby adopted as the Abatement of Dangerous Buildings Code for Park City.

(Amended by Ord. No. 02-32)

CHAPTER 7 - PLUMBING CODE

11- 7- 1. ADOPTION OF INTERNATIONAL PLUMBING CODE.

The International Plumbing Code~~, 2009 edition~~ as adopted by the State of Utah and published by ~~, as promulgated by~~ the International Code Council, is hereby approved and adopted as the ~~plumbing~~ Plumbing ~~code~~ Code of Park City. -Sections 106.1 and 107.1 of the 2012 International Plumbing Code ~~is~~ are amended as follows:

(A) **PLUMBING PERMITS**. No new construction, alterations, or additions to existing plumbing shall be installed without first obtaining a permit and a fee paid according to Park City's fee resolution.

(B) **PLUMBING INSPECTIONS**. The Building Official shall perform all functions of plumbing inspection and shall, among other things, inspect the construction, installation and repair of all plumbing fixtures and appliances and apparatus connected with a plumbing system which are installed within the limits of Park City and shall require that they conform to the provisions of the Plumbing Code.

(Amended by Ord. Nos. 02-32; 06-87; 11-27)

CHAPTER 8 - NATIONAL ELECTRICAL CODE

11- 8- 1. ADOPTION OF NATIONAL ELECTRICAL CODE.

The National Electrical Code, ~~2008 edition~~, as adopted by the National Fire Protection Association and the State of Utah, printed as a code in book form is hereby approved and adopted as the E~~e~~lectrical C~~c~~ode of this City, including all Park City and state amendments which are incorporated herein by this reference.

(A) **ELECTRICAL INSPECTION**. The Building Official shall perform all functions of electrical inspection and shall, among other things, inspect the construction, installation, and repair of all electrical light or power wiring, fixtures, appliances or apparatus installed within the limits of this municipality and shall require that they conform to the provisions of the Electrical Code. The Building Official shall follow the same enforcement standards ~~as to electrical work the procedures relating to enforcement and safety~~ as are established ~~by the International Building Code~~and currently adopted by the State of Utah.

(B) **PERMITS, INSPECTIONS AND FEES**. No alterations or additions shall be made in existing wiring, nor shall any new wiring ~~be installed~~ or any apparatus which generates, transmits, transforms or utilizes any electricity be installed without first obtaining a permit therefore. Applications for such permit~~,~~ describing such work, shall be made in writing. The fee for electrical permits is set forth in Park City's fee resolution.

(Amended by Ord. Nos. 02-32; 06-87; 11-27)

CHAPTER 9 - FIRE CODE

11- 9- 1. INTERNATIONAL FIRE CODE.

The International Fire Code, ~~2009 edition~~ as adopted by the State of Utah~~,~~ ~~as promulgated~~and published by the International Code Council is hereby adopted as the Fire Code of Park City:

(A) **REMOVAL OF DEBRIS** All debris created from a fire shall be removed and the property restored to normal condition within ninety (90) days after the fire or as soon as the property is released by the State Fire Marshal, the Park City Building Official, or insurance adjuster, whichever is later. In the event the debris is not cleared, such debris shall be declared a nuisance and removed by the City at the expense of the property owner.

(B) **REQUIRED PERMITS**. All applications for permits required by the Fire Code shall be made to the Building Official in such form and detail as he shall prescribe. All applications for permits shall be accompanied by such plans as required by the Building Official and fees paid as per the city's fee resolution.

(Amended by Ord. Nos. 02-32; 06-87; 11-27)

15A-2-103. Specific editions adopted of construction code of a nationally recognized code authority.

(1) Subject to the other provisions of this part, the following construction codes are incorporated by reference, and together with the amendments specified in Chapter 3, Statewide Amendments to International Plumbing Code, and Chapter 4, Local Amendments Incorporated as Part of State Construction Code, are the construction standards to be applied to building construction, alteration, remodeling, and repair, and in the regulation of building construction, alteration, remodeling, and repair in the state:

(a) the 2012 edition of the International Building Code, including Appendix J, issued by the International Code Council;

(b) the 2012 edition of the International Residential Code, issued by the International Code Council;

(c) the 2012 edition of the International Plumbing Code, issued by the International Code Council;

(d) the 2012 edition of the International Mechanical Code, issued by the International Code Council;

(e) the 2012 edition of the International Fuel Gas Code, issued by the International Code Council;

(f) the 2011 edition of the National Electrical Code, issued by the National Fire Protection Association;

(g) the 2012 edition of the International Energy Conservation Code, issued by the International Code Council;

(h) subject to Subsection 15A-2-104(2), the HUD Code;

(i) subject to Subsection 15A-2-104(1), Appendix E of the 2012 edition of the International Residential Code, issued by the International Code Council; and

(j) subject to Subsection 15A-2-104(1), the 2005 edition of the NFPA 225 Model Manufactured Home Installation Standard, issued by the National Fire Protection Association.

(2) Consistent with Title 65A, Chapter 8, Management of Forest Lands and Fire Control, the Legislature adopts the 2006 edition of the Utah Wildland Urban Interface Code, issued by the International Code Council, with the alternatives or amendments approved by the Utah Division of Forestry, as a construction code that may be adopted by a local compliance agency by local ordinance or other similar action as a local amendment to the codes listed in this section.

Amended by Chapter 279, 2013 General Session
Amended by Chapter 297, 2013 General Session

City Council
Staff Report

Subject:	**Grant of Amended Easement for the 333 Main Street Tunnels**
Author:	**Matthew Cassel, P.E., City Engineer**
Department:	**Engineering**
Date:	**September 25, 2014**
Type of Item:	**Administrative**

Summary Recommendations:
The Council should authorize the Mayor to execute, in a form approved by the City Attorney's Office, the attached Amended and Restated Grant of Easements for the Main Street Tunnels with AG-WIP 333 Main Street Owner, LLC.

Topic/Description:
333 Main Street "the mall" has two tunnels below Main Street. These tunnels run east/west and are accessible from within the mall or through access points on Swede Alley. The tunnels were installed in 1984/1985. In the same time frame, Park City entered into an easement agreement with Silver Mills (owners of the mall in 1984) for the two tunnels.

With the current re-platting of the property and re-construction of the mall building, staff found this to be an opportunity to update the tunnel easement agreement to reflect current and future uses and issues.

Background:
The Main Street Mall property is located between Main Street and Park Avenue and consisted of Lots 7-15 and 18-26, Block 11 of the Amended Park City Survey. The property was combined into one lot of record on March 26, 2009 and the 333 Main Street Subdivision plat was recorded at Summit County on April 12, 2011. The building has a single entity as owner and is currently being remodeled with an active building permit.

The original building permit was pulled for the mall construction on June 24, 1983. Two tunnels were included as part of this construction project. A building permit for the south tunnel was pulled on August 2, 1984. This tunnel is located in approximate alignment with the Egyptian walkway. A permit for the north tunnel was pulled on August 15, 1984. This tunnel is located in proximity to the Spur walkway.

On August 11, 2011, the City Council approved an application for a condominium plat to create 2 (two) condominium units (Unit A and Unit B) and convertible space within the existing space of the Main Street Mall building in conformance with the approved Historic District Design Review. The plat provided two separate ownership units that would allow the proposed Main Street Mall renovation and financing to occur in separate phases. A one year extension of the approval was approved by Council on

September 20, 2012. The plat was not recorded by August 11, 2013 and it expired.

On April 1, 2014, an application was submitted for a condominium record of survey plat for fifteen residential units (Parkite Residential Condominiums). The application was deemed complete on April 25, 2014. On June 11, 2014, the Planning Commission conducted a public hearing on this item and voted unanimously to forward a positive recommendation to City Council. June 26, 2014, City Council approved this residential condominium plat.

Additionally on April 1, 2014, an application was submitted for a condominium record of survey plat for one commercial unit and commercial convertible space (Parkite Commercial Condominiums). The application was revised by the owners on June 5, 2014 to identify two commercial units and additional commercial convertible space. On August 13, 2014 the Planning Commission conducted a public hearing and unanimously voted to forward a positive recommendation to City Council. The Council approved this on September 18, 2014.

Included with the 2011 one lot subdivision plat amendment were five (5) easements for existing emergency and pedestrian access, utility, and parking easements as described in the title report and land title of survey for 333 Main Street. These easements and all conditions of the one lot plat amendment continued to apply to this condominium record of survey plat.

Analysis:

Both the commercial (Parkite Commercial Condominiums) and residential condominium (Parkite Residential Condominiums) plats for 333 Main Street were conditioned that the amended tunnel easements are required to be executed and recorded prior to recordation of either plat.

The existing easement agreement was entered into in July of 1984 and recorded with Summit County on July 9, 1984. This easement agreement addressed the following issues:

- The tunnels are to be the privately property of Silver Mills and/or its successors,
- The tunnels were to provide pedestrian and freight access to the mall,
- The tunnels were to be designed for anticipated heavy traffic loads from Main Street,
- Silver Mills has sole responsibility for maintenance of tunnels including lighting, cleaning and structural repairs,
- Construction of the tunnels was to be coordinated with Park City so the construction occurred when Main Street was closed for utility work, and
- Because the tunnels required City utilities to be deeper than normal, Silver Mills would pay for these additional cost impacts.

As noted in the previous bullet points, the majority of the original easement agreement dealt primarily with the manner, timing and various cost of construction of the tunnels, which are no longer relevant since the tunnels have been completed. Since the provisions in the original easement agreement have been satisfied, staff conditioned the residential and commercial plats to amend and restate the original easement agreement to reflect the current objectives for the re-use of the property as a mixed-use residential and commercial condominium project. The proposed easement agreement addresses the following issues:

- The tunnels are still privately owned but now by AG-WIP 333 Main Street Owner, LLC,
- The tunnels will provide pedestrian, vehicular (north tunnel only) and freight access to the building. Whereas the current easement allows the general public access through the tunnels, the proposed easement will only allow private use and access. Since the tunnels primary use will be for the residential condominiums access, staff finds this to be acceptable,
- AG-WIP 333 Main Street Owner, LLC will still have sole responsibility for maintenance of both tunnels,
- The proposed agreement will allow horizontal and vertical modifications or expansions to the existing tunnels as long as the structure of the tunnels stay within the boundaries of the existing tunnel easements,
- Park City will have 24/7 access to the waterlines that cross through the tunnels. The proposed easement agreement also requires the AG-WIP 333 Main Street Owners, LLC to maintain the temperature in the tunnels so the waterlines do not freeze,
- The proposed easement agreement stipulates that any modifications requiring an open cut of Main Street, will require a construction mitigation plan approved by City Council, and
- The proposed easement agreement requires the owners to carry insurance policy limits on the tunnels.

Department Review:
This report has been reviewed by City Manager, Public Works, Planning, Budget and Legal. All issues have been resolved.

Alternatives:

A. Approve the Request:
This is the staff's recommendation.

B. Deny the Request:

C. If this request is denied, the existing easement agreement would remain in effect. Because the existing easement agreement does not address current and future uses, operation and maintenance and access needs, denying the request will keep intact an agreement that is not relevant to today's uses and needs.

D. Continue the Item:
If the Council needs more information the item can be continued.

E. Do Nothing:
This option would cause the same consequence as denying the request.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination **(Economic Impact)**	**Preserving & Enhancing the Natural Environment** **(Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities** **(Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?	+ Unique and diverse businesses + Multi-seasonal destination for recreational opportunities + Unique and diverse businesses		+ Shared use of Main Street by locals and visitors	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Neutral ⇔	Positive ⇧	Positive ⇧
Comments:				

Consequences of not taking the recommended action:

Because the existing easement agreement does not reflect current and future uses, operation and maintenance needs and proposed access, denying the request will keep intact an agreement that is not relevant to today's uses and needs.

Recommendation:

The Council should authorize the Mayor to execute, in a form approved by the City Attorney's Office, the attached Amended and Restated Grant of Easements for the Main Street Tunnels with AG-WIP 333 Main Street Owner, LLC.

Exhibit A -	Amended and Restated Grant of Easements document
Exhibit B -	1984 Easement Agreement for Main Street Tunnels

When Recorded Return To:

Thomas G. Bennett
Ballard Spahr LLP
201 South Main, Suite 800
Salt Lake City, Utah 84111

Tax Parcel No.________________________

AMENDED AND RESTATED GRANT OF EASEMENTS

MAIN STREET TUNNELS

This Amended and Restated Grant of Easements (this "**Agreement**") is made as of this ___ day of _____________, 2014 ("**Effective Date**") by and between Park City Municipal Corporation, a body politic of the State of Utah ("**Park City**"), and AG-WIP 333 Main Street Owner, L.L.C., a Delaware limited liability company ("**Grantee**"). Park City and Grantee may be collectively referred to herein as the "**parties**" and, individually, as a "**party**".

RECITALS

A. Grantee owns the real property and improvements situated at approximately 333 Main Street, Park City, Utah 84060, as more particularly described on the attached **Exhibit A** ("**Grantee's Property**")

B. Main Street is a dedicated city right of way.

C. Park City and Silver Mill of Park City, a prior owner of Grantee's Property entered into an Easement Agreement dated July 5, 1984 and recorded in the Office of the Summit County Recorder on July 9, 1984 as Entry No. 222585, in Book 306, Page 589 (the "**Original Easement Agreement**") wherein Park City granted to Silver Mill of Park City, its successors and assigns, easements for the construction, use and operation of two tunnels beneath Main St. that provide access to Grantee's Property from the east side of Main St. Silver Mill of Park City subsequently constructed two tunnels (the "**Tunnels**") beneath Main St. in accordance with the terms and conditions of the Original Easement Agreement. The northernmost of the two Tunnels shall be referred to herein as the "**North Tunnel**" and the southernmost of the two Tunnels shall be referred to herein as the "**South Tunnel**".

D. Grantee desires to make certain modifications to the Tunnels, and to amend the scope of the permitted uses of the Tunnels as set forth in the Original Easement Agreement in order to more effectively utilize the Tunnels for owners and guests of the residential and commercial condominium units being created by Grantee in the building situated on Grantee's Property.

E. The parties acknowledge that there are provisions of the Original Easement Agreement, dealing primarily with the manner, timing and various costs of constructing the Tunnels, which are no longer relevant, since the Tunnels have been constructed in accordance with the Original Easement Agreement. In order to update the Original Easement Agreement to eliminate the provisions thereof that have been previously satisfied, and to accommodate the current objectives of Grantee in effectuating its renovation and re-use of Grantee's Property as a mixed-use residential and commercial condominium project, Park City is willing to amend and restate the Original Easement Agreement in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, and hereby amend, modify and restated the Original Easement Agreement, as follows:

1. Grant of Easement. Park City hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement for the operation, maintenance, replacement, use and occupancy of tunnels under Main Street at the locations described in the attached **Exhibit B** (the "**Easement Property**"). Such easements shall be referred to herein as the "**Tunnel Easements**". The Tunnel Easements includes no surface rights, but includes all subsurface rights to the Easement Property, subject to the reserved right of Park City to grant additional public utility easements over, under and through the Tunnels, so long as such utilities in the North Tunnel do not impair clearance for vehicles of 8 feet 6 inches from the base road surface in the North Tunnel and any utilities in the South Tunnel do not impair pedestrian access through the South Tunnel. Grantee recognizes the existence of utilities now in place for public utilities owned or franchised by Park City.

2. Scope of Easement. The Tunnel Easements shall be used by Grantee, and its successors and assigns, including without limitation all owners, guests and invitees of Grantee and subsequent owners of condominium units and other interests in Grantee's Property, for the sole purpose of providing pedestrian, vehicular and freight access between the east side of Main Street and the Grantee's Property on the west side of Main Street. The City shall maintain the right to place utilities immediately on top of the Tunnels. In installing a new storm water line and other future utility lines in the Easement Property but outside of the Tunnels, Park City shall comply with applicable building codes and accepted building standards to reduce the likelihood of leakage from such utility lines into the Tunnels or their structural components.

3. Modification/Replacement of Tunnels.

(a) Grantee shall have the right to expand the Tunnels, both vertically and horizontally, so long as all improvements to the Tunnels remain within the Easement Property. Without limiting the generality of the foregoing, Park City acknowledges and agrees that Grantee may lower the floor of the Tunnels in connection with Grantee providing vehicular access to the parking and other improvements on lower level of the building on Grantee's Property, in order to provide greater clearance for trucks and other high profile vehicles. Grantee acknowledges the heavy traffic loads on Main Street, and will design any modifications to the Tunnels in a manner that will adequately support the loads typical on that street.

(b) Any utility relocation required due to vertical modification of the Tunnels shall be paid for by the Grantee.

(c) Construction of modifications to the Tunnels is subject to the prior approval and permitting of Park City's Building and Engineering Departments, but such approvals will not be unreasonably withheld.

(d) Any modification or replacement of the Tunnels, including the open cut of a street or streets which will impact the use of Main Street or Swede Alley, including but not limited to vehicular or pedestrian traffic or access to property, will require a Construction Mitigation Plan which shall be approved by the City Council of Park City.

(e) Any signs, lighting or vehicle control gates associated with the Tunnels shall be subject to all provisions of the Park City Municipal Code.

(f) Grantee shall provide and install a height restriction device at the entrance from Swede Alley to protect the existing waterline. The Grantee shall also install a beam or similar structure along the lower edge and in front of the existing waterline to protect it from taller vehicles approaching from all sides of the Tunnel.

4. No Public Rights. The Tunnels are the private property of Grantee, and are not being dedicated to the City as public rights of way. The general public shall not have access to the Tunnels, unless otherwise approved by Grantee.

5. Maintenance and Repair. Grantee is solely responsible for the maintenance of the Tunnels, including lighting, cleaning, and structural repairs. Grantee, its successors and assigns agree to hold Park City harmless from any and all liability that results from the construction and use of the Tunnels by parties authorized by Grantee. This agreement to hold Park City harmless includes the payment of Park City's reasonable attorney's fees incurred in defending any claim, whether suit is filed or not. Grantee will cause Park City to be named as an additional insured on the insurance policies covering the Tunnels, and agrees to carry policy limits on the Tunnels in an amount that is reasonable and customary for similar kinds of pedestrian and vehicular links to similar mixed-use projects.

6. Access and Maintenance to Existing Utilities. Park City shall have 24 hour, 7 days a week access to all public utilities in or around the Tunnels including the water line in the Tunnels for repair, maintenance, and replacement needs. Ambient air in the Tunnels must always be above freezing to protect the water line and other public utilities. Any damage to the public utilities caused by the Grantee, or damage from the failure to keep the air temperature above freezing shall be paid by the Grantee.

7. Future Waterline Upsizing. In the future, Park City may need to upsize the waterline or install an additional waterline through the two tunnels. Park City will make every reasonable attempt at maintaining the vertical clearance for vehicles of 8 feet 6 inches from the base road surface in the North Tunnel.

8. Covenants to Run With the Land. The easements, rights and interests granted herein shall constitute covenants running with the land, and shall burden the Easement Property, as the servient estate, and benefit Grantee's Property, as the dominant estate. The rights and interests granted herein are for the benefit of Grantee, its successors, assigns and any person acquiring, leasing or otherwise owning an interest in the Grantee's Property, subject to any limitations that Grantee may impose by condominium declaration or other restrictive covenant affecting all or some portion of Grantee's Property, and shall be binding upon the Park City, its successors, assigns and any person acquiring, leasing or otherwise claiming or owning an interest in the Easement Property. Upon Grantee recording the Condominium Plat for The Parkite Residential Condominiums, subjecting Grantee's Property to a residential condominium regime, all rights, duties and obligations of Grantee hereunder shall be automatically pass to The Parkite Residential Condominiums Owner's Association, Inc., as described in the Declaration of Condominium for The Parkite Residential Condominiums to be recorded with such plat. The easements, rights and interests granted in this Agreement shall also be for the benefit of the commercial condominium regime to be created for portion of the building on Grantee's Property, subject to the limitations set forth in the condominium declaration, condominium plat and other documents governing the rights and interests of the commercial condominium regime.

9. Public Right of Way. The parties acknowledge that Main Street is a public right of way. Nevertheless, the easements for vehicular and pedestrian use of the Easement Property, as set forth herein, shall be for the exclusive use and benefit of Grantee and the owners, occupants, lessees, guests and invitees of all those owning an interest in Grantee's Property, subject only to Park City's right to place utility facilities in the Tunnels as set forth herein and Park City's right to operate, repair and maintain the surface of Main Street as a public thoroughfare. Because the Tunnels provide direct access to Grantee's Property, Park City shall not grant to any third parties, any rights to pedestrian or vehicular access of use of the Tunnels.

10. Effect on Original Easement Agreement. Upon recordation of this Agreement, the Original Easement Agreement shall be replaced in its entirety by this Agreement, which shall continue in full force and effect to govern the rights and interests of the parties in and to the Easement Property and the Tunnel Easements.

11. Incorporation of Recitals and Exhibits. The Recitals at the beginning of this Agreement and the Exhibits attached hereto are hereby incorporated herein by this reference.

12. Captions. The captions to the sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision thereof is construed.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute a single document.

14. Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, then all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15. Applicable Law. The laws of the State of Utah shall govern the validity, construction, performance and effect of this Agreement.

[Signatures on following pages.]

Executed as of the day and year first above written.

PARK CITY MUNICIPAL
CORPORATION, a body politic of the State
of Utah

By: ______________________________
Jack Thomas, Mayor

By: ______________________________
Marci Heil, City Recorder

Approved as to form:

____

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

On the ____ day of _________________, 2014 personally appeared before me Jack Thomas and Marci Heil, who first being duly sworn and upon oath, did state to me that they are the Mayor and Recorder, respectively, of Park City, Utah, and that they signed the foregoing agreement on behalf of Park City with proper authority from the City Council.

Notary Public

Residing at: ______________________
Commission Expires: _______________

____

GRANTEE:

AG-WIP 333 Main Street Owner, L.L.C.,
a Delaware limited liability company

By:________________________________
Name:______________________________
Its:________________________________

STATE OF ________________)

COUNTY OF ______________)

This instrument was acknowledged before me on _______________, 2014 by __________ the ___________________ of AG-WIP 333 Main Street Owner, L.L.C., a Delaware limited liability company.

____
NOTARY PUBLIC
Residing at:__________________________

My Commission Expires:
____

EXHIBIT A

Description of Grantee's Property

LOT A, 333 MAIN STREET PLAT AMENDMENT, according to the official plat thereof of record in the Office of the Summit County Recorder.

EXHIBIT B

Description of the Easement Property

EASEMENT FOR NORTH TUNNEL

Located in the Southeast Quarter, Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian:

Beginning at a point which is North 23°38’00” West 146.03 feet from the Southeast corner of Lot 7, Block 11, Park City Survey Amended; and running thence North 23°38’00” West 25.00 feet along the westerly right-of-way of Main Street; thence North 66°22’00” East 50.00 feet to a point in the easterly right-of-way of Main Street and running southerly along said right-of-way South 23°38’00” East 25.00 feet; thence South 66°22’00” West 50.00 feet to the true point of beginning.

Contains 1,250 square feet more or less

EASEMENT FOR SOUTH TUNNEL

Located in the Southeast Quarter, section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian:

Beginning at a point which is North 23°33’00” West 52.50 feet from the Southeast corner of Lot 7, Block 11, Park City Survey Amended; and running thence North 23°38’00” West 25.00 feet along the westerly right-of-way of Main Street; thence North 75°00’00” East 50.57 feet to a point on the easterly right-of-way of Main Street; and thence along said right-of-way South 23°38’00” East 25.00 feet; thence South 75°00’00” West 50.57 feet to the true point of beginning.

Contains 1,264 square feet more or less

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

Entry No. 222585
REQUEST OF Summit County Title
FEE ALAN SPRIGGS, SUMMIT COUNTY RECORDER
$ 11.50 By Susan Robinson
RECORDED 7-9-84 at 1:3X M

When Recorded Mail to:
Park City Municipal Corp.
Box 1480
Park City, Utah 34060

EASEMENT AGREEMENT
MAIN STREET TUNNELS

THIS AGREEMENT AND GRANT OF EASEMENT is made this 5 day of July, 1984 by and between Park City Municipal Corporation ("Park City") and Silver Mill of Park City, a Utah limited partnership ("Silver Mill") to set forth the terms and conditions under which Park City grants to Silver Mill easements under Main Street in Park City. The parties agree as follows:

1. In consideration of the payment of the sums set forth below, Park City hereby grants and conveys to Silver Mill, its successors and assigns, a perpetual, non-exclusive easement for the construction of tunnels under Main Street at the locations described in the attached Exhibit A. The easement is exclusive as to the area within the tunnels and their stuructural members, but Park City reserves the right to grant additional public utility easements over and under the tunnels. Silver Mill recognizes the existence of utility easements now in place for public utilities owned or franchised by Park City.

2. The easements shall be used by Silver Mill, and its successors and assigns, for the sole purpose of providing pedestrian and freight access from the east side of Main Street to the Silver Mill Mall on the west side of Main Street. Grantee acknowldeges the heavy traffic loadings on Main Street, and will design the tunnels in a manner that will support the loadings typical on that street. Construction specifications are subject to the prior approval of Park City's building and engineering departments, but approval will not be unreasonably withheld.

3. The tunnels will be the private property of Silver Mill, and are not being dedicated to the City as public rights of way. The general public will have access to the pedestrian tunnel during periods when the Silver Mill Mall is open for business without fee or charge of any kind, but at the close of business in the Mall, Silver Mill is entitled to close the tunnels and secure them. At the eastern end of the pedestrian

tunnel, when it emerges from the ground and joins an on-grade sidewalk, or intersects with an above-grade bridge, Silver Mill will provide a reasonable means for the public to walk from the end of the sidewalk or bridge to the east side of Main Street, so that a 24 hour a day access exists from the parking structure to be built by Fields-Nipkow Real Estate & Development, Inc. in the Swede Alley area to the east side of Main Street.

4. Silver Mill is solely responsible for the maintenance of the tunnels, including lighting, cleaning, and structural repair. Silver Mill assumes all libility to the public for injuries occuring in the tunnel, or to injuries arrising from a structural failure of the tunnel. Silver Mill, its successors and assigns agree to hold Park City harmless from any and all liability that results from the construction and use of the tunnels, including claims arrising from changes in underground drainage. This agreement to hold Park City harmless includes the payment of Park City's reasonable attorney's fees incurred in defending any claim, whether suit is filed or not. Silver Mill will cause Park City to be named as an additional insured on the insurance policies covering the tunnels, and agrees to carry policy limits on the tunnels in an amount that is reasonable and customary for similar kinds of pedestrian links into shopping malls.

5. Silver Mill agrees that it will coordinate the construction of the tunnels with Park City so that the work is commenced and completed during the time that Main Street is closed for construction of City utility facilities in that area. Construction will not commence on the tunnels until Park City's Community Development Director gives written permission to begin work (which permission will be given in a timely manner and will not be unreasonably withheld), and shall thereafter be pursued with all possible dispatch to a completion within 45 days (including weekends and holidays, but excluding the Arts Festival period defined below) from the date of commencement. In the event that Silver Mill's construction prevents the re-opening of Main Street to its normal vehicular traffic between 4th Street and the south end of Main Street for more than 45 days from the date of notice of commencement (and the City's utility work is completed to a point that, but for Silver Mill's tunnel work, normal traffic could be restored), Silver Mill agrees to pay liquidated damages to the City as follows:

$500 per day for the first five days;

$1,000 per day for the next five days;

$5,000 per day thereafter, until the street is reopened to normal traffic, or until Park City makes demand on the letter of credit and begins work to complete the tunnels on its own.

The time requirements of this agreement will be adjusted for inclement weather and the inability to gain access to the tunnel areas due to the City's construction activity in the same area. Extensions of time will be made in the discretion of the City's Community Development Director after consultation with the architect and contractor for Silver Mill. Liquidated damages will not be assessed for periods when work on the tunnels cannot reasonably proceed due to weather conditions, conflicting construction activities, or other factors which are entirely outside the control of Silver Mill or its contractor. The street closure for the tunnel work is considered to be a part of the street closure for the Main Street Utility project, and no additional hearing is needed on the closure, even if it extends beyond the completion date of the Main Street Utility Project.

6. Under Park City ordinances, people excavating within the public right of way are required to post bonds and/or letters of credit to secure the prompt and workmanlike completion of the work and repair of the street. In lieu of a letter of credit, Park City will accept an agreement with Silver Mill's construction lender which provides that at least $100,000 has been set aside, and will be disbursed only for tunnel construction, and that upon the failure of Silver Mill to complete the tunnel work as called for in this agreement, the lender will disburse those funds to Park City for the completion of the tunnels. The agreement shall provide that Park City is not liable for the repayment of any funds disbursed to it by the lender for tunnel completion, but rather that the funds so disbursed were paid on Silver Mill's account. In the absence of such an agreement, Silver Mill will be required to post a letter of credit for $100,000 drawn on a Utah based bank. The agreement with the lender or letter of credit must be delivered to Park City prior to the commencement of work on the tunnels. Park City agrees that in the event of a failure of Silver Mill to complete the tunnel within the 45 days (and an aditional street closure results) that it will deal in good faith with Silver Mill on the extension of the time, if the delay was occasioned by conditions out of

the control of Silver Mill, or promptly make demand on the construction lender or letter of credit and complete the tunnel work so that liquidated damages are not needlessly incurred. Both parties recognize that some passage of time between the default by Silver Mill and the assumption of the tunnel work by Park City is inevitable, and that liquidated damages will be assessed in that period of time, unless Park City unreasonably delays assumption of the tunnel work. To provide Silver Mill with an opportunity to cure the default itself, Park City will not assume the tunnel completion within the first ten days of any default by Silver Mill, unless specifically asked to by Silver Mill in writing.

7. The construction of the Silver Mill Mall has resultd in damage to Park Avenue adjoining the Mall property to the west, and lower on Park Avenue where street patches over utility facilities have been damaged. Silver Mill agrees, as consideration for the grant of the easements, to pay Park City the sum of $5,000 to be used for street repairs and re-paving of Park Avenue in the vicinity of the Silver Mill project.

8. The location of the tunnels has required that water, sewer, and other utility services in Main Street be placed at a lower elevation than would normally be necessary to allow room for the tunnels. This deepening of the utilities has resulted in significant additional costs to Park City on the Main Stret Utility project, and Silver Mill, as partial consideration for the grant of the easements in this agreement, agrees to pay the sum of $40,152.00, in addition to normal water connection and water development fees, to reimburse Park City (and Snyderville Basin SID) for the costs of the special construction to accommodate the tunnels.

9. It is likely that the tunnel work will be incomplete at the time of the annual Park City Arts Festival to be held on August 4 and 5 of 1984. In the event that the tunnels are not complete, Silver Mill agrees that it will stop all construction activity on the tunnels by noon on Friday, August 3rd, and remove the construction material, dirt, and excavation materials, and equipment from Main Street so that the trenches and construction site can be covered with steel plates or wooden pedestrian bridges for the weekend festival. All costs of clearing the site for the art festival will be borne by Silver Mill. Counstruction may resume on Monday, August 6th, and the period of August 3rd through the 5th, inclusive, will

not be counted within the 45 days, nor will liquidated damages be assessed for those days.

Dated the day and year first stated above.

PARK CITY MUNICIPAL CORP.,
GRANTOR, BY

John C. Green, Jr., Mayor

ATTEST:

William R. Gatherum

City Recorder

SILVER MILL OF PARK CITY,
GRANTEE, by

Randall K. Fields,
General Partner

State of Utah)
:ss
County of Summit)

On the 5th day of June, 1984, personally appeared before me John C. Green, Jr. and William R. Gatherum, who first being duly sworn and upon oath, did state to me that they are the Mayor and Recorder, respectively, of Park City, Utah, and that they signed the foregoing agreement on behalf of Park City with proper authority from the City Council.

Notary Public

Residing at: Park City
Commission Expires: Oct 17, 1986

State of Utah)
:ss
County of Summit)

On the 5th day of June, 1984, personally appeared before me Randall K. Fields, who first being duly sworn and upon oath, did state to me that he is a general partner of Silver Mill of Park City, a Utah limited partnership, and that he signed the foregoing agreement on behalf of that partnership with proper authorization.

Don Hutchison
Notary Public

Residing at: Park City, Ut.
Commission expires:

EASEMENT FOR NORTH PEDESTRIAN TUNNEL SILVER MILL MAIN STREET MARKET PLACE

Located in the Southeast Quarter, Section 16,
Township 2 South, Range 4 East, Salt Lake Base & Meridian

Beginning at a point which is North 23°38'00" West 146.03 feet from the Southeast corner of Lot 7, Block 11, Park City Survey Amended; and running thence North 23°38'00" West 25.00 feet along the westerly right-of-way of Main Street; thence North 66°22'00" East 50.00 feet to a point in the easterly right-of-way of Main Street and running southerly along said right-of-way South 23°38'00" East 25.00 feet; thence South 66°22'00" West 50.00 feet to the true point of beginning.

Contains 1,250 square feet more or less.

EASEMENT FOR SOUTH PEDESTRIAN TUNNEL SILVER MILL MAIN STREET MARKET PLACE

Located in the Southeast Quarter, Section 16,
Township 2 South, Range 4 East, Salt Lake Base & Meridian

Beginning at a point which is North 23°38'00" West 52.50 feet from the Southeast corner of Lot 7, Block 11, Park City Survey Amended; and running thence North 23°38'00" West 25.00 feet along the westerly right-of-way of Main Street; thence North 75°00'00" East 50.57 feet to a point on the easterly right-of-way of Main Street; and thence along said right-of-way South 23°38'00" East 25.00 feet; thence South 75°00'00" West 50.57 feet to the true point of beginning.

Contains 1,250 square feet more or less.