



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
June 24, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, June 24, 2021. To participate virtually, follow the public meeting information at www.parkcity.org.

CLOSED SESSION - 4:15 p.m.

To Discuss Property, Personnel, and Litigation

STUDY SESSION

4:30 p.m. - Discuss Arts and Culture District Temporary Programming - Summer and Fall 2021

WORK SESSION

5:30 p.m. - Discuss the Request by Fairway Village Homeowners Association for Park City to Accept its Private Streets into the Public Road System

[Fairway Village HOA Private to Public Streets Staff Report](#)

[Exhibit A: Site Map](#)

[Exhibit B: 2019 Dedication Map](#)

[Exhibit C: Resolution No. 6-91](#)

[Exhibit D: Plat Map Fairway Village No. 1](#)

[Exhibit E: Plat Map Fairway Village No. 2 \(First Amended\)](#)

[Exhibit F: July 1991 City Letter](#)

[Exhibit G: August 2014 City Letter](#)

[Exhibit H: January 2020 City Letter](#)

[Exhibit I: Fairway Village Traffic Study - May 2021](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communication Report

1. People-First Streets Program Launch Update
[People-First Streets Staff Report](#)

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

IV. CONSENT AGENDA

1. Request to Approve Park City Hall as the Voter Information Center/Polling Location for the 2021 Primary and General Municipal Elections
[Election Polling Place Approval Staff Report](#)
2. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Toole Design, LLC, in an Amount Not to Exceed \$95,000 for the Active Transportation Plan Project Management
[Active Transportation Contract Staff Report](#)
[Exhibit A: Toole Design Scope and Fee](#)
[Exhibit B: Active Transportation Plan Contract](#)

V. OLD BUSINESS

1. Consideration to Adopt Resolution 17-2021, a Resolution Adopting an Interlocal Cooperation Agreement for Transit System Services
(A) Public Hearing (B) Action
[Park City Summit County Transit Separation Agreement Staff Report](#)
[Exhibit A: City.County.District ILA - Redline](#)
[Exhibit B: City.County.District ILA - Clean](#)
[Exhibit C: Transit ILA Resolution](#)

VI. NEW BUSINESS

1. Consideration to Approve Ordinance 2021-28, an Ordinance Adopting a Revised Budget for FY 2021 and Final Budget for FY 2022 for Park City Municipal
(A) Public Hearing (B) Action
[FY 2022 Final Budget Staff Report](#)
[Exhibit A: Budget Summaries](#)
[Exhibit B: Final Budget Ordinance](#)
[Exhibit C: Personnel Policies and Procedures](#)
[Exhibit D: Budget Document Policies](#)
2. Consideration to Approve Ordinance 2021-27, an Ordinance Establishing Compensation for the Elected and Statutory Officers for FY 2022
(A) Public Hearing (B) Action
[Council Compensation Staff Report](#)

[Exhibit A: FY 2022 Council Compensation Ordinance](#)

3. Consideration to Adopt Resolution 15-2021, a Resolution Re-Adopting the Fee Schedule; and Replacing and Repealing Resolution 14-2020 in Its Entirety
(A) Public Hearing (B) Action
[FY 2022 Fee Resolution](#)
4. Consideration to Adopt Resolution 16-2021, a Resolution Adopting the Park City Comprehensive Emergency Management Plan
(A) Public Hearing (B) Action
[CEMP Staff Report](#)
[Exhibit A: Comprehensive Emergency Management Plan \(CEMP\)](#)
[Exhibit B: CEMP Resolution](#)
5. Consideration of Summer Trolley Service Route Options
(A) Public Input
[Summer Trolley Service Route Options Staff Report](#)
[Exhibit A: Survey Responses](#)
[Exhibit B: Email Responses](#)
6. Consideration to Approve Ordinance 2021-29, an Ordinance Approving the Silver Bird Condominiums at Deer Valley Third Amendment, Amending Unit 26, Located at 7374 Silverbird Drive, Park City, Utah
(A) Public Hearing (B) Action
[Silver Bird Condominiums Plat Amendment Staff Report](#)
[Exhibit A: Ordinance](#)
[Exhibit B: 1982 Silver Bird Record of Survey](#)
[Exhibit C: Silver Bird First and Second Amendmnets](#)
[Exhibit D: Silver Bird Proposed Third Amendment Amending Unit 26 and HOA Approval Letter](#)

VII. ADJOURNMENT

VIII. PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve Resolution RDA 02-2021, a Resolution Adopting the Fiscal Year 2021 Revised Budget and the Fiscal Year 2022 Budget for Park City Redevelopment Agency
(A) Public Hearing (B) Action
[RDA Budget Resolution](#)
[Exhibit A: Budget Report](#)

IV. ADJOURNMENT

IX. PARK CITY MUNICIPAL BUILDING AUTHORITY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve Resolution MBA 02-2021, a Resolution Adopting the Fiscal Year 2021 Revised Budget and the Fiscal Year 2022 Budget for Park City Municipal Building Authority
(A) Public Hearing (B) Action
[MBA Budget Resolution](#)
[Exhibit A: Budget Report](#)

IV. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Public comments can be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record, but will not be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

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

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

4:30 p.m. - Discuss Arts and Culture District Temporary Programming - Summer and Fall 2021

Suggested Action:

City Council and staff will facilitate a study session to help outline potential opportunities (type, size, location, scope, etc.) for temporary activation activities within the future Arts and Culture District. The facilitated discussion will focus on various ways to temporarily activate the District property this summer and fall, and make some of the property temporarily accessible to the public. The study session will cover the overall property layout, demolition schedule update, and opportunities to deploy local artists, musicians, food and culture, and recreational programming. Members of the public, partners, and interested stakeholders are invited and encouraged to attend.

Attachments:

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: John Robertson

Submitting Department: Engineering

Item Type: Work Session

Agenda Section:

Subject:

5:30 p.m. - Discuss the Request by Fairway Village Homeowners Association for Park City to Accept its Private Streets into the Public Road System

Suggested Action:

This a work session to receive input from Council regarding acceptance of private roads into the City's public system and associated costs with taking on this infrastructure.

Attachments:

[Fairway Village HOA Private to Public Streets Staff Report](#)

[Exhibit A: Site Map](#)

[Exhibit B: 2019 Dedication Map](#)

[Exhibit C: Resolution No. 6-91](#)

[Exhibit D: Plat Map Fairway Village No. 1](#)

[Exhibit E: Plat Map Fairway Village No. 2 \(First Amended\)](#)

[Exhibit F: July 1991 City Letter](#)

[Exhibit G: August 2014 City Letter](#)

[Exhibit H: January 2020 City Letter](#)

[Exhibit I: Fairway Village Traffic Study - May 2021](#)



City Council Staff Report

Subject: Fairway Village Homeowners Association Request to Accept Private Roads as Public Streets
Author: John Robertson, City Engineer
Department: Engineering
Date: June 24, 2021
Type of Item: Work Session

Recommendation

Subject to the plat public hearing process, Engineering staff generally supports the Fairway Village Homeowners Association (HOA) request to convert Sunny Slopes Drive from Meadows Drive through the HOA.

Summary

Over a number of years, the HOA has approached the City and requested relief of maintenance of their private roads by requesting that the City assume ownership and accept as public roadways. Resolution No. 6-91 (See Exhibit C) requires a proposed private street for dedication to the public system “must be a through street connecting to an already dedicated City Street.” Staff is requesting that Council confirm previous statements regarding Fairway Village Drive and Sunny Slopes Court meeting requirements of the resolution. Additionally, staff seeks input from Council regarding proposed terms/conditions in an effort to strike a fair balance as acceptance of these private roads may create expectations with other HOAs with similar private roads, and both Public Works and Engineering do not want to create new expectations or precedence without Council fully understanding the potential long-term costs of these types of post-build out dedications.

Background

Fairway Village No. 1 subdivision was platted in 1979 (See Exhibit D) with Plat No. 2 being recorded in 1988 (See Exhibit E). At the time of Plat No. 2 recordation, Fairway Village Drive, Sunny Slopes Drive and Sunny Slopes Court were identified as private roadways and maintained by the HOA since that time.

In 1987, the City received an inquiry from the HOA to explore the topic of road dedication into the City’s public street system (See Figure 1). The subject roads included those that were ultimately created with Plat No. 2 listed above and included Broken Spoke Way, Duck Hook Drive and all of Sunny Slopes Drive to the gate entrance into the golf course. It should be noted that Broken Spoke Way, Duck Hook Drive, and the sections of Sunny Slopes Drive adjacent to them are managed by two separate homeowners’ associations. The response from the City at that time stated that

City had not been presented with “substantial reasons” to accept these private roads into the public system.

Figure 1



In June of 1991, Resolution No. 6-91 was approved by Council. This new resolution outlines the process and requirements that will need to be met and satisfied prior to Council **consideration** of a request for acceptance of private roads into the City’s system. The resolution contains two sections. Section one (1) provides three criteria that private roadways must meet to be considered for acceptance as a City street. If the private drive meets the criteria, section two (2) then provides two conditions that must be fulfilled. The conditions state that the road must be brought up to current City standards and that the acceptance “must not create any undue financial burden on the City”.

Upon receiving another request from the HOA to consider dedication of these private roads, the City in July of 1991 (See Exhibit E) issued a letter to the HOA stating that Section 1 of the resolution had been met with the exception that Sunny Slopes Court would not be considered due to its unique configuration as a dead-end road. The letter also listed several infrastructure improvements to be performed on the roadways before acceptance into the City’s system. The required improvements were not completed, and the streets remained private roadways.

On August 4, 2014 (See Exhibit F), in response to another request for acceptance of all of the roadways listed above, the City issued another letter stating that Section 1 of the Resolution was satisfied and outlined several required improvements that would need to occur before acceptance. One of the conditions was to perform an engineering evaluation of the pavement prior to further discussions regarding acceptance. The required evaluation was received for the City’s consideration and review in the spring of

2019. It should be noted that the roadways that were analyzed by the HOA's engineer for consideration had been reduced to Fairway Village Drive, Sunny Slopes Court, and a reduced section of Sunny Slopes Drive (See Figure 2 below and Exhibit B 2019 Dedication Map). These roads are those that Plat Map No. 2 had dedicated as private roadways and are maintained by the HOA.

Figure 2



The City issued a response to this analysis dated January 2020 (See Exhibit H) to the HOA's engineer, which generally mirrored the requirements from previous city engineers and letters, but also provided specific requirements regarding the proposed roadway improvements suggested by the HOA's engineer. Since January of 2020, the City and HOA have been negotiating details regarding the level of improvement required of the various roadways that would need to be performed by the HOA before acceptance.

As a result, an additional pavement evaluation was performed by the HOA and received in January of 2021. Based on these discussions, we have come to an understanding for the majority of the improvements the HOA would be required to perform in order to provide the City with a pavement that would have a 20-year design life. The required improvements include milling or replacing sections of the asphalt, cement treating the base, or fixing and sealing cracks in conjunction with a slurry seal coat.

In general, the required improvements to bring the roads up to current standards and a 20-year design life are listed below and are estimated to cost approximately \$200,000:

- Removal/replacement of asphalt and treatment of base material on Upper Fairway Village Dr and Sunny Slopes Dr.
- Fix cracks and perform slurry seal on Lower Fairway Village Drive.
- Updated storm drainage inlets as required.
- Removal of all speed bumps.
- Dedicate right of way 50 feet in width as street right of way.
- All driveways, if required, to be brought up to current standards.
- Provide a hammerhead type turnaround for snow plows to turnaround.
- Traffic signs and markings brought up to current MUTCD standards.

Additional recommendations were made during the current review, and these will have additional cost impacts to the HOA above the \$200,000. These recommendations are related to accepting streets into the city that are consistent with the Complete Street Resolution (Resolution No. 01-2018). This Resolution requires that City streets are planned, designed, and constructed to encourage walking, bicycling, and provides safe operations for all users and modes. To be consistent with this resolution, it may be necessary to place a sidewalk on at least one side of the roadway and provide infrastructure for cyclists such as striped bike lanes or sharrows markers. Placement of sidewalk would require that existing driveway approaches are modified to accommodate the sidewalk and in turn increases the costs to the HOA mentioned above.

In addition to the physical roadway improvements, it will be necessary to formally dedicate these private roads to the City. Therefore, the HOA will be required to replat the roads and adjacent properties, which would entail the submittal of a new plat map to the Planning Department for review and recommendation by the Planning Commission and approval by the City Council. Because the expanded right of way includes privately owned property on existing lots and the HOA common area, the HOA expects that a new plat will require that private lot owners 1-12 and the HOA to execute the owner's dedication on the approved plat.

Once the roadways are dedicated as public roads, the typical costs to maintain the City streets and remove snow would become the responsibility of the City. Public Works has estimated that the annual costs to the City to accept these roads into the system for yearly maintenance activities to be approximately:

- Snow removal - \$17,000.
- Sweeping - \$2,415

Over a twenty-year life, the annual cost contribution to perform typical pavement maintenance efforts (slurry seals, crack seals, 2" mill and overlay) would be approximately:

- Slurry seal - \$2,200
- Crack seal - \$1,850
- 2" mill & overlay - \$8,224

Therefore, the annual costs to the City to accept these roads into the City maintenance efforts and pavement management plan would be \$31,711. Over twenty years, this would equal capital and operational costs of approximately \$634,220 but would mirror expected costs had the roads been accepted at the time of original approval of the subdivision. This cost to the City over twenty years does not include the costs to replace or fix the concrete curb and gutter, which could be another \$7,400 annually depending on the life and condition of the concrete. Typical pavement maintenance efforts help to extend the life of the pavement but ultimately a reconstruction of the roadway is required.

The costs to the HOA to bring these roads to a condition that the City would accept is substantial. Therefore, this request is coming before Council as a work session to discuss the potential cost impacts to the City and obtain input about the viability of this request from the HOA.

Upon the recent review of the request by the HOA for their streets only by multiple departments, concerns from Staff regarding the viability of Fairway Village Drive meeting the criteria outlined in the Resolution were raised. Fairway Village Drive does not act as a connector road for through traffic as the use is primarily for residents and visitors of the HOA members to access their residences. The HOA, however, reports that multiple pass-through drivers use these roads to get to the homes west of the HOA thereby creating a more typical public connector road scenario, as well as a cut-through to the golf course. HOA members performed a rough analysis of the traffic passing through their neighborhood in May of this year (See Exhibit J). The numbers show that of the 41 vehicles using Fairway Village Drive during the peak times of the day, approximately 25% were considered pass through vehicles.

Sunny Slopes Drive is a private road through the HOA west to the intersection with Meadows Drive by the golf course. Staff believes Sunny Slopes Drive does act as a collector road and is used by the residents west of the HOA and does meet the intent of the Resolution. The HOA has agreed to install the hammerhead turnaround in Sunny Slopes Drive, allowing snowplows to turn around before the adjacent private roads.

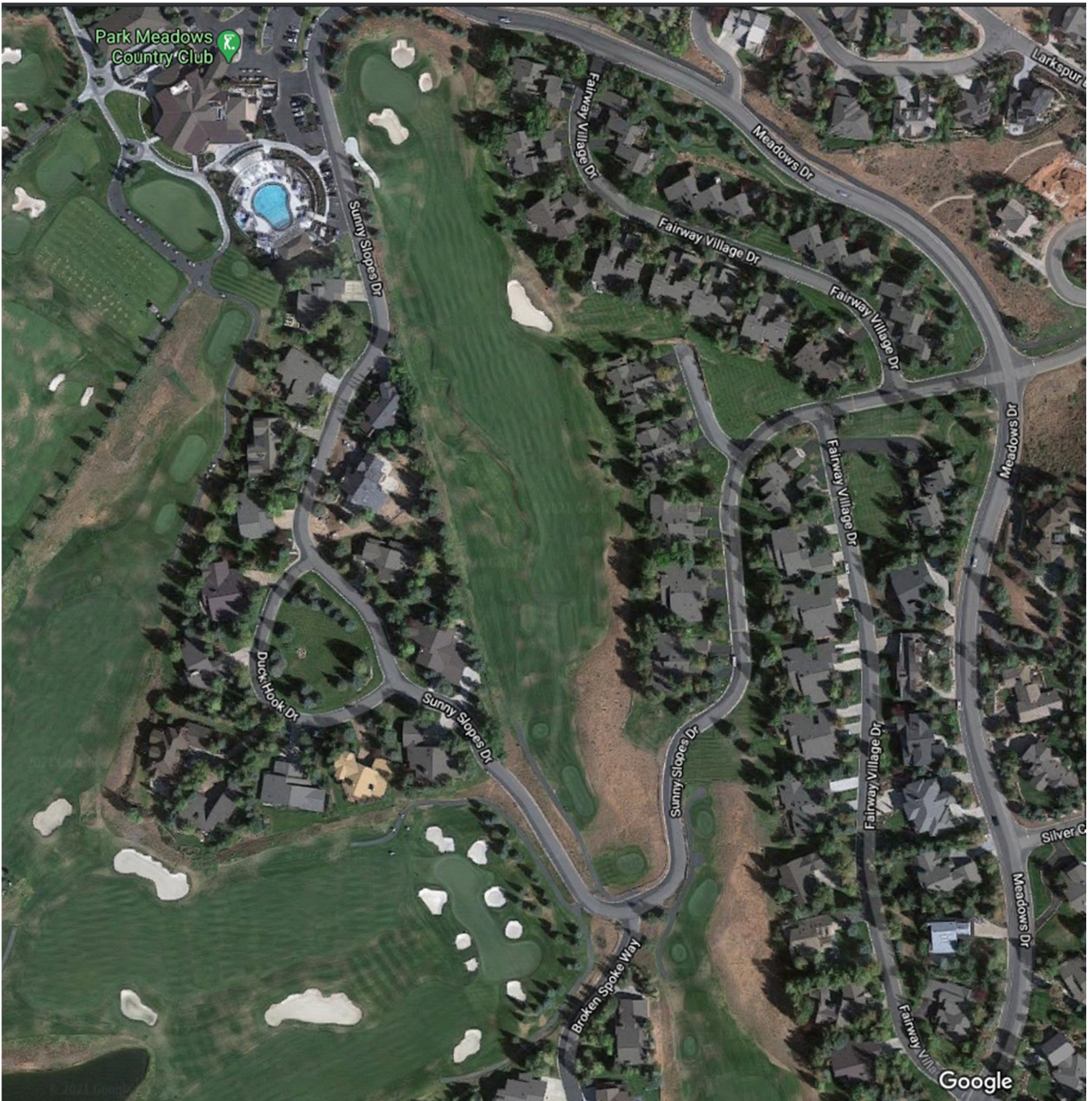
Additionally, how the City Council applies the 1991 Resolution to this request will likely impact how other homeowners' associations with roadways under similar conditions may seek relief of their maintenance and capital costs. The potential costs to the City are significant. Public Works roadway maintenance cost adjustments would need to be captured in budget requests/cycles so as not to unexpectedly burden service capabilities.

Should Council approve this request, Staff recommends that in addition to bringing the roadways up to an acceptable 20-year design life, the HOA also pay fees for one to two years of maintenance costs not previously budgeted by Public Works to maintain these roadways. If Council is favorable, Public Works could start considering the impacts of including these roads into the 2022-23 budget because plat map revisions take at least 6 months to a year.

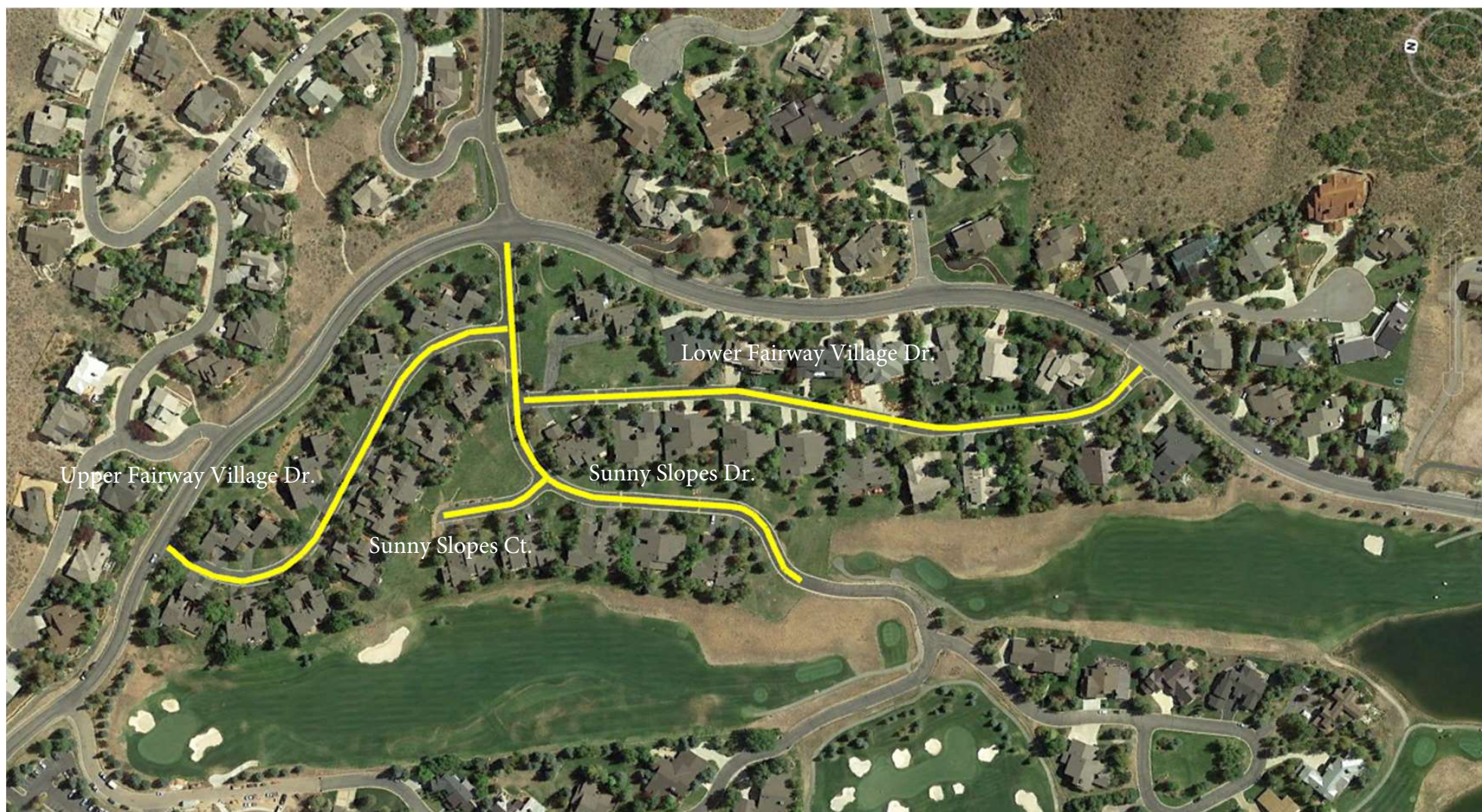
Exhibits

- A Site Map
- B 2019 Dedication Map
- C Resolution No. 6-91
- D Plat Map Fairway Village No. 1
- E Plat Map Fairway Village No. 2 (First Amend)
- F July 1991 City Letter
- G August 2014 City Letter
- H January 2020 City Letter
- I Fairway Village Traffic Study May 2021

Attachment A – SITE MAP



ATTACHMENT B - 2019 Dedication Map



RESOLUTION NO. 6-91

A RESOLUTION ON ACCEPTANCE
BY PARK CITY OF PRIVATE ROADS WITHIN PARK CITY

WHEREAS, the City Council of Park City desires to apply consistent criteria to proposed acceptances of currently-private roads, and

WHEREAS, the City Council desires to protect and enhance the safety and welfare of residents and taxpayers, and

WHEREAS, the City Council recognizes the legitimate concerns of those property owners abutting private roads who had inadequate knowledge of the cost and responsibility associated with the maintenance of their private roads, and

WHEREAS, the City Council desires to maintain responsible budgets and revenues in the City's General Fund and Capital Improvements Program.

NOW, THEREFORE BE IT RESOLVED by the City Council of Park City, Utah, as follows:

SECTION 1

Prior to being considered for acceptance as a City street, a private road must meet the following criteria:

1. The road must be a through street connecting to an already dedicated City street. Private dead-end streets or cul-de-sacs generally would not be considered for dedication as public streets.
2. The road must serve single-family areas or facilities frequented by the general public; and
3. At least sixty-six (66) percent of the residential development density allowed by Park City's Land Management Code for all abutting properties, shall have been constructed and be available for occupancy.

SECTION 2

When the Community Development Department has determined that the Section 1 criteria are met, an applicant requesting City acceptance of a private street must fulfill the following two conditions:

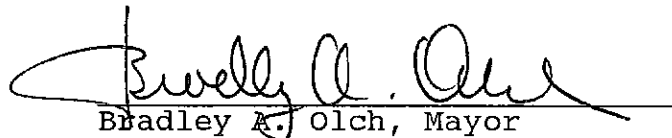
1. The road (this includes adjacent or parallel sidewalks, pedestrian trails, and bicycle paths, if any are shown on

the Park City Trails Master Plan as may be amended by the City Council from time to time) must have been constructed to or be brought up to current City standards, as defined in Section 200 of the Park City Design Standards, Construction Specifications, and Standard Designs, latest edition.

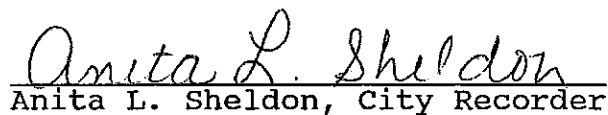
2. The acceptance must not create any undue financial burden on the City including costs for transfer to the City, such as engineering, subdivision, surveying, legal, or title work. In all cases except those specifically waived by the Community Development Director, an initial cash non-interest bearing deposit of \$5,000 shall be paid to Park City Municipal Corporation. The City shall draw against these funds to pay for any research or engineering work which, in the sole opinion of the Community Development Director, is necessary to reach a determination relating to the criteria and conditions specified in this document. The costs to the applicant are not limited to the \$5,000 deposit. Should the costs of research or engineering exceed the initial deposit, the Community Development Director may require additional cash deposits. Upon receiving the deposit, the City Engineer shall provide a written outline of the scope of anticipated research and engineering services.

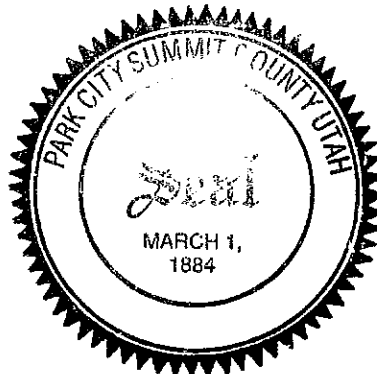
PASSED AND ADOPTED this 25th day of April, 1991.

PARK CITY MUNICIPAL CORPORATION


Bradley A. Olch, Mayor

Attest:


Anita L. Sheldon, City Recorder



SURVEYOR'S CERTIFICATE

I, James G. West, do hereby certify that I am a Registered Land Surveyor and that I hold certificate No. 3082 as presented under the Laws of the State of Utah. I further certify that by authority of the owners I have made a survey of the tract of land shown on this plat and described below and subdivided said tract of land into lots and streets, hereafter to be known as Fairway Village No. 1 and that same has been correctly surveyed and staked on the ground as shown on this plat.

Beginning at the Northwest corner of Park Meadows Subdivision No. 6A as recorded, said point also being N. 0° 01' 43" E. 1775.15 feet along a section line and East 152.25 feet from the East Quarter corner of Section 4, T.2S., R.4E., S.L.B. & M., said point being on a 367.00 foot radius curve to the right, the radius point of which bears S. 74° 35' 39" W. 367.00 feet; thence Southeasterly along the arc of said curve 40.02 feet; thence S. 78° 30' W. 313.99 feet; thence N. 11° 30' W. 30.00 feet; thence N. 40° 25' W. 80.62 feet; thence N. 69° 20' W. 418.16 feet; thence N. 22° 00' W. 355.00 feet; thence North 95.23 feet to a point on a 665.76 foot radius curve to the left, the radius point of which bears N. 8° 09' 25" E. 665.76 feet; thence Southeasterly along the arc of said curve 54.11 feet to a point of a 447.00 foot radius reverse curve to the right, the radius point of which bears S. 3° 30' W. 447.00 feet; thence Southeasterly along the arc of said curve 154.08 feet to a point of tangency; thence S. 66° 45' E. 162.00 feet to a point of a 367.00 foot radius curve to the right, the radius point of which bears S. 23° 15' W. 367.00 feet; thence Southeasterly along the arc of said curve 158.53 feet to a point of a 433.00 foot radius reverse curve to the left, the radius point of which bears N. 48° 00' E. 433.00 feet; thence Southeasterly along the arc of said curve 211.60 feet to a point of a 367.00 foot radius reverse curve to the right, the radius point of which bears S. 20° 00' W. 367.00 feet; thence Southeasterly along the arc of said curve 349.70 feet to a point of beginning.

Contains 6.55 acres.

Sep 20, 1979
Date

James G. West
James G. West

OWNER'S DEDICATION

Know all men by these presents that we the undersigned owners of the herein described tract of land having caused same to be subdivided into lots and streets to be hereafter known as Fairway Village No. 1 do hereby dedicate for perpetual use of the lot owners all common areas shown on this plat. Reserving unto the undersigned for the granting to adjacent properties a non-exclusive easement of ingress and egress and for vehicular and pedestrian traffic over those portions of property graded and surfaced as roadways in the manner set forth in the Declaration of Covenants, conditions and restrictions recorded here with we have hereunto set our hands this 17th Day of October A.D. 1979

Enoch R. Smith, Partner
Victor R. Ayers, Partner

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SUMMIT

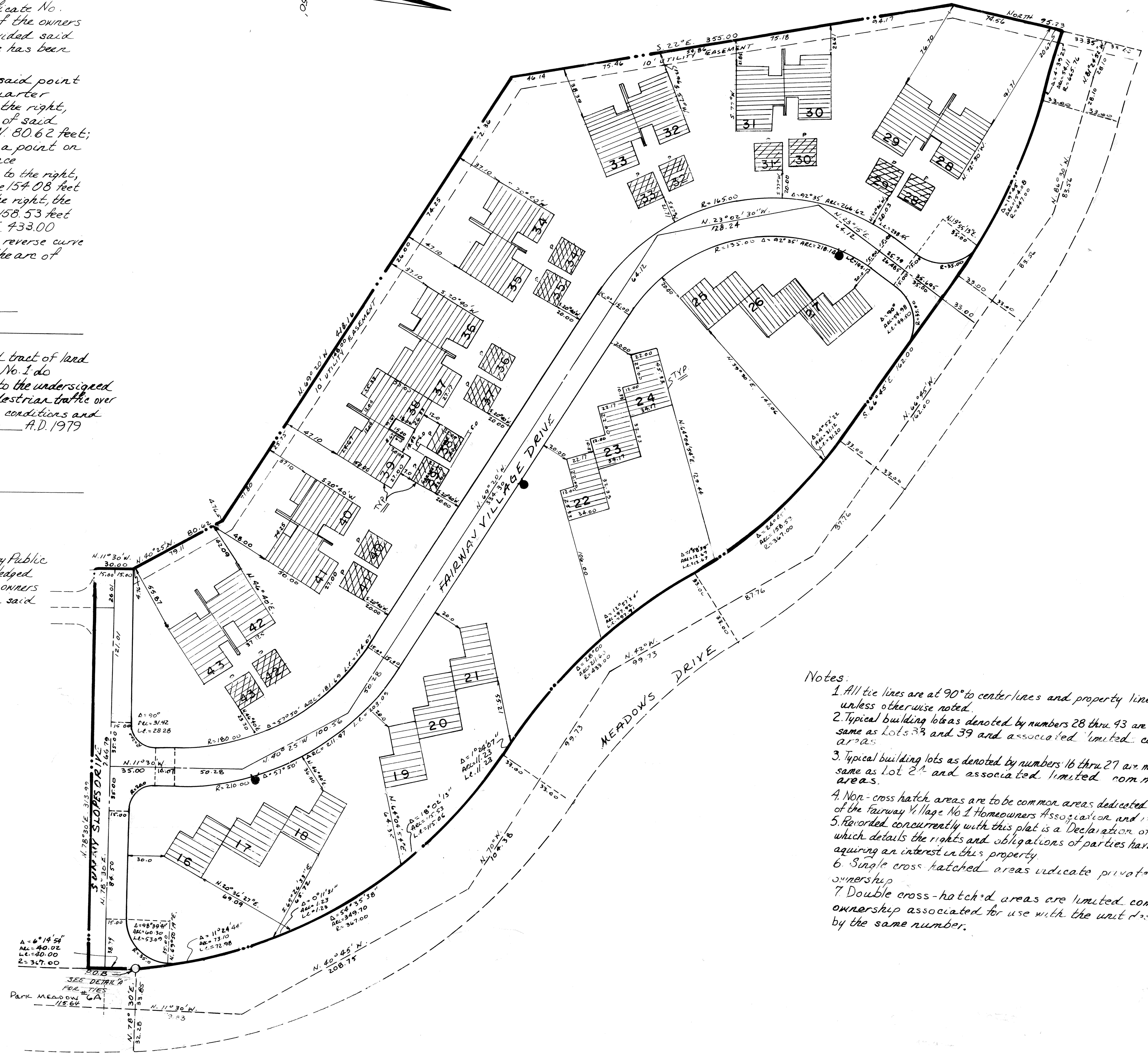
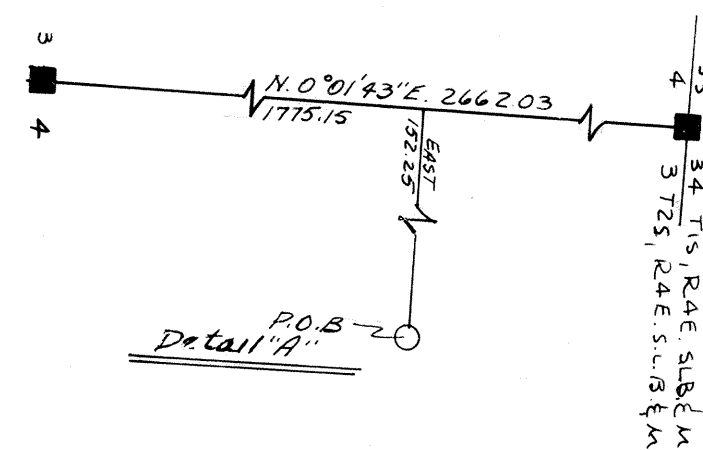
On this 17th day of October A.D. 1979 personally appeared before me, the undersigned Notary Public in and for said State and County, Enoch R. Smith and Victor R. Ayers who after being duly sworn, acknowledged to me that they are partners of Park Meadows Development Company, a Utah partnership, that they signed the owners dedication freely and voluntarily for and in behalf of said company for the purposes therein mentioned and said company executed the same.

My Commission Expires January 26, 1981
Residing in Salt Lake County, Utah

Carl Spencer
Notary Public

Legend:

● Fire Hydrants



- Notes:
1. All tie lines are at 90° to center lines and property lines unless otherwise noted.
 2. Typical building lots as denoted by numbers 28 thru 43 are measured same as lots 33 and 39 and associated limited common areas.
 3. Typical building lots as denoted by numbers 16 thru 27 are measured same as lot 21 and associated limited common areas.
 4. Non-cross hatched areas are to be common areas dedicated to the use of the Fairway Village No. 1 Homeowners Association and its members.
 5. Recorded concurrently with this plat is a Declaration of Covenants which details the rights and obligations of parties having or acquiring an interest in this property.
 6. Single cross hatched areas indicate private ownership.
 7. Double cross-hatched areas are limited common ownership associated for use with the unit designated by the same number.

Prepared By:

J.J. Johnson & Associates

Civil Engineering Planning Surveying
1700 Park Avenue P.O. Box 1661
Park City, Utah 84060

City Planning Commission

Approved & Accepted by the Park City Planning Commission this 10th Day of Oct A.D. 1979

Bernie Shatto
Chairman

FAIRWAY VILLAGE No. 1 **A PLANNED UNIT DEVELOPMENT**

Located in N.E. Quarter of Section 4, T.2S., R.4E., S.L.B. & M.

Certificate of Attest

Attest this 22th Day of Dec A.D. 1979

Amos W. Leatham
Park City Recorder

Council Approval & Acceptance

Approved & Accepted by the Park City Council this 12 Day of Dec A.D. 1979

John A. Brown
Mayor

No. 162226

Recorded

State of Utah, County of Summit, Recorded and Filed at the request of:

SUMMIT COUNTY TITLE

Date 12-17-79 Time 4:45

14.50
Fee

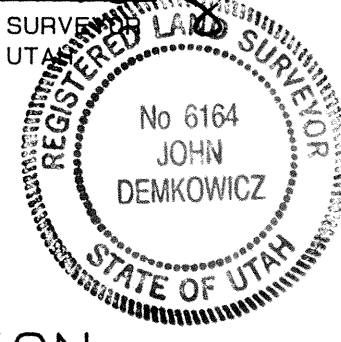
Wanda Y. Spriggs
Summit County Recorder

SURVEYORS CERTIFICATE

I, John Demkowicz, do hereby certify that I am a registered Land Surveyor and that I hold Certificate No. 6164 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner I have made a survey of the tract of land shown on this plat and described below and subdivided said tract of land into lots, buildings, and streets, hereafter to be known as FAIRWAY VILLAGE NO. 2 (FIRST AMENDED) and that same has been correctly surveyed and staked on the ground as shown on this plat.

DATE: 4-20-88

JOHN DEMKOWICZ, LAND SURVEYOR
REGISTERED NO. 6164, UTAH



OWNERS DEDICATION

The undersigned, JSSL Corporation, a Utah corporation, is the owner of all of the Lots modified or affected by this First Amended Fairway Village No. 2 Plat, sub-divided into Lots to be hereafter known as Fairway Village No. 2 (First Amended) a Planned Unit Development, as changed by this First Amended Plat, the Original Plat of Fairway Village No. 2, a Planned Unit Development, recorded on June 17, 1981 as Entry No. 180617 in the Official Records of Summit County constitutes the subdivision arrangement for the property.

JSSL CORPORATION

[Signature]
Jerry Shane, President

ACKNOWLEDGEMENT

STATE OF UTAH) ss.
COUNTY OF SUMMIT)
On this 21 day, of April 1988, personally appeared before me, the undersigned Notary Public, in and for said State and County, Jerry Shane, who after being duly sworn, acknowledged to me that he is the President of JSSL Corporation, a Utah Corporation, that he signed the foregoing Owners Dedication on behalf of that corporation with full authority of its bylaws.

NOTARY PUBLIC Residing in Park City, Utah
Residing at: My Commission Expires
My Commission Expires: Nov. 30, 1990

OWNERS DEDICATION

The undersigned Park Meadows Fairway Village Homeowners Association, a Utah non-profit corporation, is the owner of all of the common areas shown on this Plat. The undersigned certifies through its president, *[Signature]*, that the Amendment to the Fairway Village No. 2 Subdivision, as shown on this First Amended Plat, was approved and is approved, by Park Meadows Fairway Village Homeowners Association and that the consent for such amendment from the required number of Owners pursuant to Article X of the Covenants, Conditions, and Restrictions of Fairway Village Number 2 was received at a duly noticed meeting held Saturday, March 19, 1988. The signature of the President of the Association on this Amended Plat signifies and attests to the propriety of that meeting and the receipt of the appropriately required number of votes for the execution and recordation of this amended plat.

PARK MEADOWS FAIRWAY VILLAGE
VILLAGE HOMEOWNERS ASSOCIATION

[Signature]
President

ACKNOWLEDGEMENT

STATE OF UTAH) ss.
COUNTY OF SUMMIT)
On this 21 day, of April 1988, personally appeared before me, the undersigned Notary Public, in and for said State and County, *[Signature]*, who being by me duly sworn, did say that he is the President of Park Meadows Fairway Village Homeowners Association, a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said *[Signature]* acknowledged to me that said corporation executed the same.

NOTARY PUBLIC Residing in Park City, Utah
Residing at: My Commission Expires
My Commission Expires: Nov. 30, 1990

LINE	BEARING	DISTANCE
L1	S 14°00'00" W	29.89
L2	S 11°30'00" E	15.00
L3	N 2°32'29" E	15.81
L4	N 11°30'00" W	14.14
L5	N 11°30'00" W	15.00
L6	N 7°30'00" E	15.00
L7	N 87°27'31" E	15.00
L8	S 87°27'31" E	15.00
L9	S 7°27'31" E	15.00
L10	S 7°55'41" E	15.00
L11	N 7°55'41" E	15.00
L12	N 7°55'38" E	15.00
L13	N 7°55'38" E	15.00
L14	S 27°55'10" W	14.99
L15	N 28°24'44" E	15.04
L16	N 87°27'31" W	15.00
L17	S 77°30'00" W	49.47
L18	S 7°30'00" W	54.43
L19	N 90°00'00" E	47.89
L20	S 2°32'29" W	3.00
L21	N 14°04'18" W	19.92

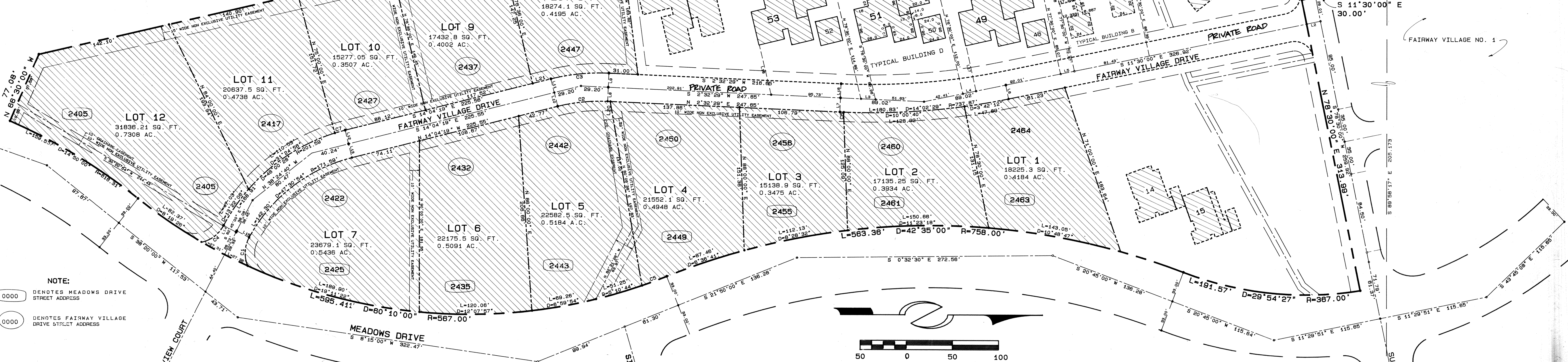
CURVE	ARC	DELTA	RADIUS
C1	31.01	50°49'48"	35.00
C2	53.64	16°36'48"	185.00
C3	82.34	16°36'48"	215.00
C4	29.89	48°59'32"	35.00
C5	27.90	2°49'11"	567.00
C6	4.21	0°19'38"	737.87
C7	11.34	3°13'26"	201.59

BOUNDARY DESCRIPTION

Beginning at a point S 0°01'43" W 897.892 feet along Section line and N 89°58'17" W 205.173 feet from the Northeast corner of Section 4, Township 2 South, Range 4 East, Salt Lake Base & Meridian, and running thence S 40°25'00" E 80.62 feet; thence S 11°30'00" E 30.00 feet; thence N 7°30'00" E 34.33 feet to a point on the westerly right-of-way line of Meadows Drive as dedicated, said point being on the arc of a 367.00 foot radius curve to the right, center bears S 80°50'33" W 367.00 feet, central angle equals 29°54'27"; thence along said right-of-way line of Park Meadows Drive the next 4 courses 1) southwesterly along the arc of said 367.00 foot radius curve 191.57 feet to a point of a 758.00 foot radius reverse curve to the left, center bears S 69°15'00" E 758.00 feet, central angle equals 42°35'00"; thence 2) southeasterly along the arc of said curve 563.36 feet to a point of a 567.00 foot radius reverse curve to the right, center bears S 68°10'00" W 567.00 feet, central angle equals 60°10'00"; thence 3) southwesterly along the arc of said curve 595.411 feet to a point of a 616.31 foot radius reverse curve to the left, center bears S 51°40'00" E 616.31 feet, central angle equals 14°50'00"; thence 4) southwesterly along the arc of said curve 159.557 feet; thence N 66°30'00" W 77.08 feet; thence N 13°00'00" W 818.42 feet; thence S 75°00'00" W 102.49 feet; thence N 53°30'00" W 100.57 feet; thence due North 392.56 feet; thence N 22°00'00" W 387.91 feet; thence S 69°20'00" E 418.16 feet to the point of beginning. CONTAINS 14.536 ACRES

See Declaration of Covenants, Conditions, and Restrictions of Fairway Village No. 2 Subdivision a Planned Unit Development dated May 24, 1981, Recorded *[Signature]* as Entry No. 180618 in Book 180, beginning at Page 52 of the Summit County Official Records as Amended by the First Amendment thereto recorded concurrently herewith.

DEDICATION OF COMMON AREAS
All common areas are hereby dedicated by the owners hereof as utility easement to Snyderville Basin Sewer Improvement District and Summit County for perpetual use in the installation, operation, and maintenance of any and all utilities necessary to serve this area or adjoining areas.



NOTE:
0000 DENOTES MEADOWS DRIVE STREET ADDRESS
0000 DENOTES FAIRWAY VILLAGE DRIVE STREET ADDRESS

NOTES:

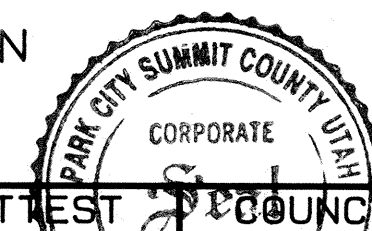
- Refer to FAIRWAY VILLAGE NO. 2 Record of Survey Plat, Recorded June 17, 1981 as Entry No. 180617 for complete description of Lots 14, 15, 44, 45, 46, 47, 54, 55, 64, 65, 68, 69, 70, 71, 72, and 73 and other portions of the property shown in dashed line and not directly affected by this First Amended Plat.
- Cross-hatched areas indicate private ownership.
- Non-cross-hatched areas indicate common ownership and are dedicated to the Park Meadows Fairway Village Homeowners Association and its members.
- All non-exclusive utility easements along property boundary and throughout interior are 10.0' wide.
- A 50.00' wide utility easement 25.00' each side of the centerline is provided as shown.
- A 30.00' wide private roadway easement 15.00' each side of the centerline is provided as shown.

NOTE:

FAIRWAY VILLAGE DRIVE, SUNNY SLOPES DRIVE, AND SUNNY SLOPES COURT ARE PRIVATE ROADWAYS AND COMMON AREAS TO THE PLANNED UNIT DEVELOPMENT. THEY ARE NOT PUBLICLY DEDICATED. ALL MAINTENANCE AND REPAIR OF THE PRIVATE ROADWAY IS THE SOLE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. AS OF THE DATE OF THIS PLAT IT IS ASSIGNED BY ALL PARTIES HERETO THAT PARK CITY MUNICIPAL CORPORATION WILL NOT ACCEPT THESE ROADWAYS FOR MAINTENANCE AT ANY TIME.

FAIRWAY VILLAGE NO. 2 (FIRST AMENDED)

A PLANNED UNIT DEVELOPMENT
LOCATED IN THE NORTH EAST QUARTER OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN



ALLIANCE ENGINEERING INC.

P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(801) 649-8467

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS

21 DAY OF April 1988 A.D.
BY *[Signature]*
CHAIRMAN

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS

25TH DAY OF APRIL 1988 A.D.
BY *[Signature]* P.E.
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 22 DAY

OF April 1988 A.D.
BY *[Signature]*
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

APPROVED AS TO FORM THIS 22 DAY

OF April 1988 A.D.
BY *[Signature]*
PARK CITY RECORDER

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL

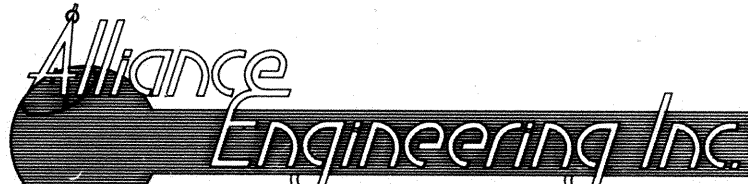
THIS 22 DAY OF April 1988 A.D.

BY *[Signature]*
MAYOR

RECORDED

STATE OF UTAH COUNTY OF SUMMIT RECORDED AND FILED AT THE REQUEST OF Associated Title Co.

DATE 5-8-88 TIME 2:32 BOOK 35
FEE *[Signature]* RECORDER



Call me with your
SUGGESTED DATE & Time
to DISCUSS this AS A
GROUP

July 25, 1991

CM

644-5336



Department of Community Development
Engineering • Building Inspection • Planning

Circulate TO:

Judy _____
Mike _____
ERIC _____

Mr. Clay Stuard
Fairway Village Homeowners Association
2417 Fairway Village Drive
Park City, Utah 84060

Re: Dedication of Sunny Slopes Drive, Fairway Village Drive,
Broken Spoke Way, and Duck Hook Drive

Dear Clay:

Park City has reviewed the buildout figures for Fairway Village, Broken Spoke, and Gleneagles. We have determined that all three subdivisions, if grouped together as a sensible maintenance area, meet the buildout requirement stipulated in Resolution No. 6-91, titled "A Resolution on Acceptance by Park City of Private Roads Within Park City" (copy attached).

The language within that resolution does not prohibit the acceptance of cul-de-sacs because the ultimate dedication of Broken Spoke Way was contemplated by the City Council in their consideration of your request.

The Community Development Department has determined that Section 1 criteria have been met. Subject to the Section 2 criteria, our department recommends acceptance of all roads referenced above. Please note that Sunny Slopes Court is not included in this recommendation due to its unique configuration in a multi-family project.

Section 2 requires improvements to be brought up to City standards prior to our acceptance. Although we haven't prepared an exhaustive list of necessary improvements, we assume that the following general improvements will be required:

1. Asphalt patching in localized spots throughout.
2. Removal of speed bumps.
3. Asphalt overlay on Sunny Slopes in front of the Park Meadows Golf Course Clubhouse parcel, which stands to see substantial building construction.

Mr. Clay Stuard
July 25, 1991
Page Two

4. Street lights and street name signs at all "City" intersections where such lights and signs do not now exist.
5. A safety path installed as indicated on one of the alternative trail plans (attached). Selection of any of the plans would meet the Trails Master Plan requirements.

As you know, Section 2 of the resolution provides for a \$5,000 deposit against which our research and engineering work will be charged.

Please let us know if you wish to proceed with dedication given the above list of required public improvements.

Respectfully submitted,



Richard E. Lewis
Director of Community Development

RESOLUTION NO. 6-91

A RESOLUTION ON ACCEPTANCE
BY PARK CITY OF PRIVATE ROADS WITHIN PARK CITY

WHEREAS, the City Council of Park City desires to apply consistent criteria to proposed acceptances of currently-private roads, and

WHEREAS, the City Council desires to protect and enhance the safety and welfare of residents and taxpayers, and

WHEREAS, the City Council recognizes the legitimate concerns of those property owners abutting private roads who had inadequate knowledge of the cost and responsibility associated with the maintenance of their private roads, and

WHEREAS, the City Council desires to maintain responsible budgets and revenues in the City's General Fund and Capital Improvements Program.

NOW, THEREFORE BE IT RESOLVED by the City Council of Park City, Utah, as follows:

SECTION 1

Prior to being considered for acceptance as a City street, a private road must meet the following criteria:

1. The road must be a through street connecting to an already dedicated City street. Private dead-end streets or cul-de-sacs generally would not be considered for dedication as public streets.
2. The road must serve single-family areas or facilities frequented by the general public; and
3. At least sixty-six (66) percent of the residential development density allowed by Park City's Land Management Code for all abutting properties, shall have been constructed and be available for occupancy.

SECTION 2

When the Community Development Department has determined that the Section 1 criteria are met, an applicant requesting City acceptance of a private street must fulfill the following two conditions:

1. The road (this includes adjacent or parallel sidewalks, pedestrian trails, and bicycle paths, if any are shown on

the Park City Trails Master Plan as may be amended by the City Council from time to time) must have been constructed to or be brought up to current City standards, as defined in Section 200 of the Park City Design Standards, Construction Specifications, and Standard Designs, latest edition.

2. The acceptance must not create any undue financial burden on the City including costs for transfer to the City, such as engineering, subdivision, surveying, legal, or title work. In all cases except those specifically waived by the Community Development Director, an initial cash non-interest bearing deposit of \$5,000 shall be paid to Park City Municipal Corporation. The City shall draw against these funds to pay for any research or engineering work which, in the sole opinion of the Community Development Director, is necessary to reach a determination relating to the criteria and conditions specified in this document. The costs to the applicant are not limited to the \$5,000 deposit. Should the costs of research or engineering exceed the initial deposit, the Community Development Director may require additional cash deposits. Upon receiving the deposit, the City Engineer shall provide a written outline of the scope of anticipated research and engineering services.

PASSED AND ADOPTED this 25th day of April, 1991.

PARK CITY MUNICIPAL CORPORATION


Bradley A. Olch, Mayor

Attest:


Anita L. Sheldon, City Recorder



WESTRIDGE SUBDIVISION (1990)

521-757
N1E6-543 #7
510-757
543-399

PORTION OF SUNNY
SLOPES BUILT
(PROPERTY
OWNED BY
MR. MEADOWS
DEVELOPMENT
CORP. SUCCESSORS
& INTERESTS)

FAIRWAY VILLAGE
NO. 1 A

6.55 AC. TOTAL
5.44 COMMON AREA

SUNNY SLOPES
CONTAINED IN
FAIRWAY VILLAGE
NO. 1

(AMENDED 1988)

SUNNY SLOPES
CONTAINED IN
FAIRWAY VILLAGE
NO. 2

FAIRWAY VILLAGE
DRIVE CONTAINED
IN FAIRWAY VILLAGE
NO. 2 (FAIRWAY
NO. 2)

LENEAGLES SUB.

(1983)

CH ANNEX PRIVATE ROAD SYSTEM

REFER TO AS SHEET
#2-6 BACKED SLOPE
PLAT

OPEN
SPACE

4' paved P.T.D.

4' paved

BROKEN

SPOKE

OPEN
SPACE

SUB. (1983)

(PCA-2-2100-1)
M254-37

STREETS TO
BE DEDICATED

WEST WIDGE SUBDIVISION (1990)

521-755
521-757
M188-543 #7
510-77
543-399

ATION of SUNNY
ares built
PROPERTY
used by
26 MEADOWS
welcomed
EP SUCCESS
INTEREST

FAIRWAY VILLAGE
CONTAINED IN
FAIRWAY VILLAGE NO

FAIRWAY VILLAGE

NO. 1 A

6.55 AC. TOTAL
5.44 COMMON

SUNNY SLOPES
CONTAINED IN
FAIRWAY VILLAGE
NO. 1

(AMENDED 1988)

SUNNY SLOPES
CONTAINED IN
FAIRWAY VILLAGE
NO. 2

4' P.O.D.

OPEN
SPACE

ILENEAGLES SUB.

(1983)

CH ANNEX PRIVATE ROAD SYSTEM
REFER TO AS SHEET
#2 of BACKED SPOKE
PLAN

BROKEN

SPOKE

OPEN
SPACE

SUB.

(1983)

(PCA-2-2100-1)
M1254-37

STREETS TO
BE DEDICATED

WESTRIDGE SUBDIVISION (1990)

571-752
521-757
M18E-543 #7
510-777
543-399

ATION of SUNNY
SPES built
PROPERTY
USED by
26 MEADOWS
WELPERS
EP SUCCESSFUL
INTEREST

FAIRWAY VILLAGE
NO. 1 A

LOT

40.24

6.55 AC. TOTAL
5.44 COMMON AREA

SUNNY SLOPES
CONTAINED IN
FAIRWAY VILLAGE
NO. 1

6' paved
path

(PCA-2-
2100-4) 13

9.213 AC.

OPEN
SPACE

LENEAGLES SUB.

(1983)

539.00

IN ANNEX PRIVATE ROAD SYSTEM
REFER TO SHEET
#2-8 BECKEN SLOKE
PLAT

BROKEN

SPOKE

OPEN
SPACE

SUB. (1983)

(PCA-2-2100-1)
M1254-137

125 SEC 4

(AMENDED 1988)

SUNNY SLOPES
CONTAINED IN
FAIRWAY VILLAGE
NO. 2

FAIRWAY
VILLAGE
#2

14.53
P.U.D.

MEADOWS DRIVE

STREETS TO
BE DEDICATED

OPTION 3



August 4, 2014

Mr. Robert Pruitt
2548 Fairway Village Drive
Park City, Utah 84060

RE: Dedication of Sunny Slopes Drive, Fairway Village Drive, Broken Spoke Way and Duck Hook Drive

Dear Mr. Pruitt:

This letter is in response to your request to the City to dedicate the above listed private drives as public ROWs. This request was previously brought forward to the City in 1987 and again in 1990/1991. The information collected and analyzed pursuant to these prior requests has been used as a basis for this current request.

On April 25, 1991 Park City adopted Resolution 6-91 regarding acceptance of private roads within Park City by Park City Municipal Corporation. The resolution contains two sections. Section one (1) provides a three point criteria outline that private drives must meet to be considered for acceptance as a City street. If the private drive meets these criteria, section two (2) then provides two conditions that must be fulfilled.

In the July 25, 1991 correspondence from the City, it was determined that the criteria contained in Section 1 of the Resolution were met with the exception of Sunny Slopes Court; it did not meet all necessary criteria as analyzed at that time.

Section 2 of Resolution No. 6-91 required improvements to be brought up to City Standards prior to City acceptance. A list of the standards and improvements can be found in Section 200.7 of the Park City Design Standards: Construction Specifications and Standard Drawings. Although we haven't prepared an exhaustive list of necessary improvements, we assume that the following general improvements will be required:

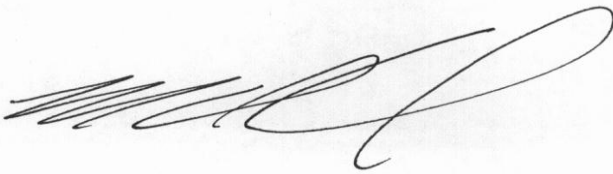
- Non-draining, deteriorated and/or settling curb and gutter, culverts, inlet boxes and other drainage improvements must be repaired/replaced,
- Improvements to the drainage system, if found to be deficient, must be made,
- Drainage easements must be established for drainage courses crossing private property,
- Asphalt condition must be evaluated by a transportation engineer and deficient areas are to be repaired/replaced,
- Permanent survey controls such as brass cap monuments must be installed, or if existing, must be verified to their accuracy,

- Traffic signs, traffic markers, street signs must be brought up to City standards,
- Fire hydrants are required at 150 foot intervals with eight (8") inch diameter service lines and an isolation gate valve,
- Identification of snow storage areas and public snow storage easements,
- The removal of existing speed bumps,
- Expansion of the ROW from existing conditions to 50 feet in width (this would require a Subdivision application if changes are made to the property lines),
- All driveways sections within the ROW will need to meet standard driveway approaches,
- Significant encroachments in the proposed ROW will either need to be removed or an encroachment agreement created,
- Removal of the gate and gate structure located on Sunny Slope Drive just south of the golf club,
- All of the subdivisions affected by the change to public ROWs must be re-platted to reflect the changes.

Section 2 of Resolution No. 6-91 provides for a \$5,000 deposit against which our research and engineering work will be charged. Please let us know if you wish to proceed with the dedication given the above list of required public improvements.

If you have any questions or concerns, please e-mail me at matt.cassel@parkcity.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Cassel', with a large, stylized loop at the end.

Matthew Cassel, P.E.
City Engineer

Cc: Mark Harrington, City Attorney,
Thomas Eddington Jr., AICP, LLA, Planning Director



January 17, 2020

Timothy Biel, M.S., P.E.
Principal Engineer
PEPG Consulting, LLC
9270 South 300 West Suite A-2
Sandy, Utah 84070

Re: Fairway Village Roadway Dedication Efforts and Design

Mr. Biel,

The Engineering Department (Department) received the following information related to the subject request: Matt Cassel's letter dated August 14, 2014 regarding a request from the Fairway Village Home Owners Association (HOA) for acceptance of private roadways, Fairway Village Drive and portions of Sunny Slopes Drive, currently owned and maintained by the HOA into the City's roadway network.

The information provided (letter dated November 19, 2019, the Fairway Village HOA Pavement Evaluation dated May 9, 2019, and the set of plan sheets titled Fairway Village Roadway Dedication) were reviewed by the Park City Engineering and Public Works Departments. The review of the provided information was done per Resolution No. 6-91 a Resolution On Acceptance by Park City of Private Roads Within Park City, acceptable standard civil engineering practices, and current operations and procedures performed by the City's Public Works Department related to snow removal and pavement preservation.

The comments and concerns listed below will need to be addressed by the applicant and accepted by City staff before moving forward to the next phase of required work that is identified in the November 19 letter related to the re-platting etc.

1. Turnarounds (cul-de-sac or hammer head) for snow removal equipment at Sunny Slope Court and Sunny Slope Drive will need to be provided for Public Works (PW). The PW Department was not comfortable from an operations standpoint continuing to drive over a private road way to the intersection of Sunny Slopes and Broken Spoke Way and then turnaround without approval from the adjacent HOA and confirmation that there was enough room to turnaround given that portions of the intersection were not being used for the storage of snow removal that could reduce the area to turnaround.

2. Provide the drainage calculations for review by the Engineering Department that were performed supporting the conclusions stated in Item No. 2 of the November 19, 2020 Memo.
3. The storm drain inlets will need to be updated to meet current City standards.
4. The storm drain system should be evaluated/inspected to determine if any repairs need to be made or at least the system should be cleaned of debris etc. that may have collected in the system since it was installed.
5. Upper Fairway Village Drive – The Department and PW requires that the long term pavement option be performed before the City accepts the roadway.
6. Sunny Slopes Drive/Sunny Slopes Court – The Department and PW requires that the long term pavement option be performed before the City accepts the roadway.
7. Lower Fairway Village Drive – The Department and PW requires a 2" mill and overlay be performed before the City accepts the roadway.
8. Placement of STOP sign on Sunny Slopes Court at the intersection with Sunny Slopes Drive will need to meet warrants before it is placed and enforced.
9. Maintain one side of the three roadways as "No Parking" so that snow removal equipment can remove snow and bi-directional traffic can be accommodated during large snow events.
10. There are no City comments related to the November 19 memo item No.'s 1, 3, 5, 7, 8, 9, and 11.

Other items that the HOA should be aware of that will impact approval of this request and any timing of improvements are:

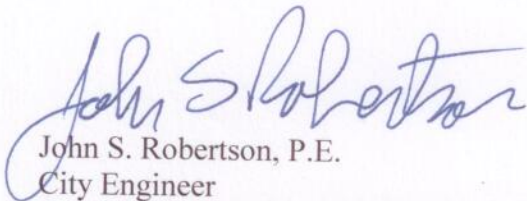
- The City's Public Utilities Department (PUD) is in the process of replacing sections of black plastic pipe that were used for house water laterals when this subdivision was constructed. Laterals of this type of material are regularly breaking and leaking. The PUD will want to replace these laterals before any road reconstruction is completed. I am not aware of their timing on the replacement as this is a problem in many areas in the City.
- As acknowledged in memo item No.'s 10, 12, and 14 acceptance of the request requires modifications to the current platted map. The City Planning Department will not accept the requested modifications until after City Council makes a decision to either accept or not accept the roads into the public streets system. If City Council accepts this request

Mr. Timothy Biel
January 17, 2020
Page 3

the applicant will have to re-plat the entire subdivision adjacent to these roadways. This re-plating will require approval and signatures from each property owner that is impacted by the property line modification. Each individual property owner will be required to sign the revised map. Additionally, every property owner will be required to enter into an encroachment agreement for structures or infrastructure that falls within the City right of way.

Thank you again for the provided information. Please feel free to contact me should you have any questions related to these matters.

Sincerely,

A handwritten signature in blue ink, reading "John S. Robertson". The signature is fluid and cursive, with the first name "John" being particularly prominent.

John S. Robertson, P.E.
City Engineer
Park City Municipal Corporation

Fairway Village Homeowners Association Traffic Study



May 2021

Fairway Village Traffic Study Process

Fairway Village conducted a traffic study to assess whether or not their private streets are being utilized as “through streets”

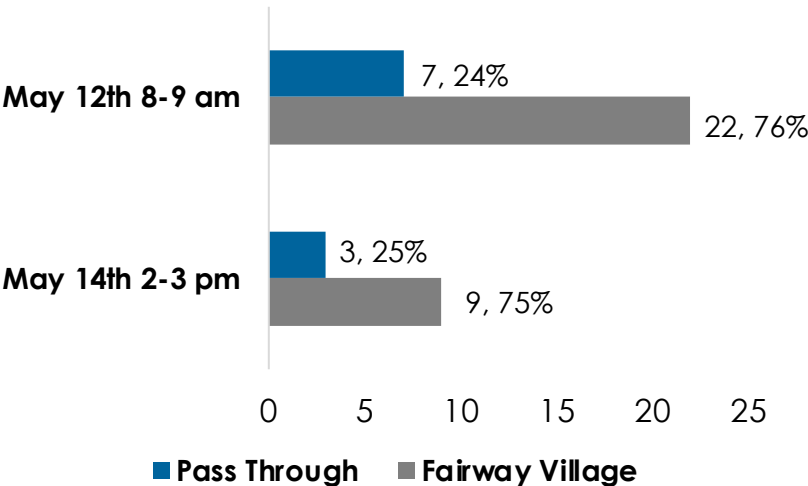
TRAFFIC STUDY PROCESS:

- **Objective:** The Fairway Village Management Company (Model HOA) conducted a traffic study to assess the percentage of vehicles that are pass through (i.e., utilizing the private streets as a through street to a destination outside of Fairway Village)
- **Dates/Times:** Wednesday, May 12th from 8-9 am (rush hour work day) and Friday, May 14th from 2-3 pm (non rush hour afternoon)
- **Locations:** In order to see all three entry/exit points to/from the Fairway Village private streets, Model HOA stationed people at 1) Upper Fairway Village Drive where it meets Meadows Drive, 2) Lower Fairway Village Drive where it meets Meadows, and 3) the intersection of Sunny Slopes Drive and Sunny Slopes Court where traffic is visible entering and exiting to/from Glen Eagles, Broken Spoke and Meadows Drive

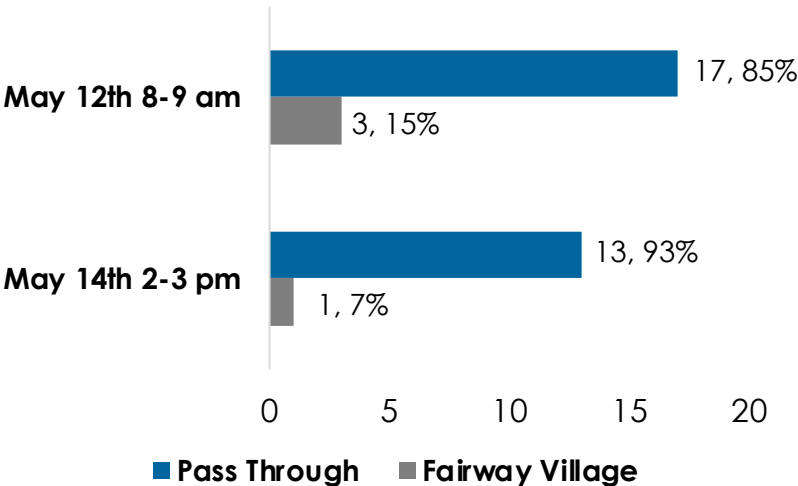
Fairway Village Traffic Study Results

The traffic study revealed that 53% of vehicles are pass through traffic

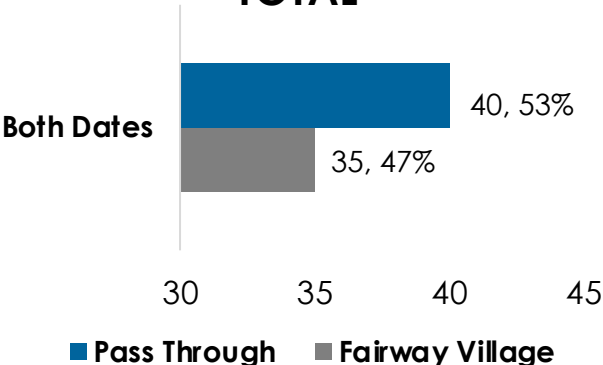
Fairway Village Drive



Sunny Slopes Drive



TOTAL



Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Austin Taylor

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

People-First Streets Program Launch Update

Suggested Action:

Attachments:

[People-First Streets Staff Report](#)



City Council Staff Communications Report

Subject: People-First Streets Program Launch
Author: Austin Taylor, Transportation Planner
Department: Transportation Planning
Date: June 24, 2021

Background

Park City has a long history and successful history of constructing multi-use pathways that prioritize pedestrians, bike access, and overall safety. Since the mid-20th century, however, Park City has designed most of its streets to prioritize the automobile, creating a disincentive to bike, walk, and ride public transit.

Transportation Planning, working to further the PC Vision 2020 Pillar – Transportation Innovation – seeks to elevate community awareness regarding a new pilot program. [People-First Streets](#) is designed to use inexpensive, temporary, and affordable materials that focus on the complete streets concept and neighborhoods.

- <https://www.parkcity.org/departments/transportation-planning/transportation-demand-management-programs/people-first-streets>

Program Description

As mentioned at [the April 15, 2021, City Council meeting](#), Park City's Transportation Planning department launched *People-First Streets* in May to empower residents to lead safety and neighborhood demonstration projects. For years, residents had expressed a desire for safer streets and slower speeds. The City's existing NTMP process can be frustrating for the public at times, and the new programs seek to collaborate and empower residents towards unconventional and low-cost solutions.

This program enables residents to lead the projects in partnership with City staff and temporarily change the built environment and rights of way into places that truly put the people that live there first. Projects use inexpensive and temporary materials, such as paint, plastic bollards, chalk, potted plants, and planters to demonstrate how Park City's streets can be changed for a safer and more comfortable experience for residents

Approval Process

People-First Street project ideas come from residents who believe their street could be improved and may not necessarily have the expertise (engineering, public works, law enforcement) nor the resources (expense for materials). Together, with a group of volunteers, they work with the Transportation Planners to design solutions that are both safe and creative at the same time.

Once a design is approved, City staff and the residents work together to inform neighbors and businesses where the project will occur, explaining the project, design alternatives, door knocking, installation timelines, and potential road closures. All projects are intended to be seasonal, and gone by winter.

Examples from other Cities

A few cities around the United States manage similar community-led demonstration project programs. One example comes from Burlington, Vermont, where the city empowers residents to lead temporary demonstration projects. We have incorporated much of their program's design into ours.



Figure 1, Pop-up Road Diet in Burlington, Vermont

Our First Project

There is currently one project in planning—a set of temporary curb extensions and a pinch-point in the Prospector area on Sidewinder Drive and Gold Dust Lane to slow cars and shorten pedestrian crossings. This project is led by Deanna Rhodes, a resident of the area, and planned for implementation on June 29. Transportation staff and residents are door-knocking and assisting with the installation. The installation includes painted curb extensions, not dissimilar to the photo above, bordered by “candlestick” traffic control devices and flower pots (thanks to Recycle Utah).

No parking spaces will be eliminated, and the design should improve pedestrian safety and enhance the visibility of the existing crosswalk. The area is used heavily by pedestrians, as it includes both a business district, health center, nearby pre-school, and the vibrant prospector neighborhood.



From time to time, these projects can create tension amongst neighbors or abutting property owners. However, most complaints surround the loss of parking and slowing of vehicular traffic in other cities when these programs are implemented. Fortunately, this program is temporary and allows a pilot/testing period before any significant capital investment.

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve Park City Hall as the Voter Information Center/Polling Location for the 2021 Primary and General Municipal Elections

Suggested Action:

Attachments:

[Election Polling Place Approval Staff Report](#)



City Council Staff Report

Subject: Municipal Election Voting Location Approval

Author: Michelle Kellogg, City Recorder

Department: Executive

Date: June 24, 2021

Type of Item: Administrative

Recommendation

Approve City Hall as the voter information center/polling location for the 2021 Municipal Primary and General Elections.

Park City's mayoral and council declaration of candidacy period has ended. There are three candidates running for mayor and eight candidates running for council. A primary election will need to be held on August 10, 2021, since more than twice the number of candidates filed than are to be elected. The General Municipal Election will be held on November 2, 2021.

Per Utah State Code [20A-5-403](#), the election officer must designate voter information centers/polling locations and obtain approval from the City Council. In keeping with previous city, county, state, and federal elections, it is proposed to designate the following location as a voter information center:

- Park City Hall, 445 Marsac Avenue

The voter information center will be open on the Primary Election Day and General Election Day from 7:00 a.m.-8:00 p.m. Those who need to register to vote, have lost their ballots, or did not receive their ballots may come in and vote. There will not be voting machines. All votes will be cast on paper and deposited into the drop boxes or mailed, and they will be processed at the Summit County Building. If two ballots from the same voter are received, only the first ballot scanned will count, and the other ballot will be rejected.

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Austin Taylor

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Toole Design, LLC, in an Amount Not to Exceed \$95,000 for the Active Transportation Plan Project Management

Suggested Action:

Attachments:

[Active Transportation Contract Staff Report](#)

[Exhibit A: Toole Design Scope and Fee](#)

[Exhibit B: Active Transportation Plan Contract](#)

Subject: Short Range Transit Plan Professional Services Agreement
Author: Austin Taylor, Transportation Planner
Department: Transportation Planning
Date: June 24, 2021
Type of Item: Administrative

Recommendation

Staff recommends City Council authorize the City Manager to execute a Professional Services Agreement (PSA), in a form approved by the City Attorney, with Toole Design, LLC, to provide project management for Park City Municipal Corporation's (City) Active Transportation Plan in an amount not to exceed ninety-five thousand dollars (\$95,000).

Background

After the near completion of the [2007 Walkable and Bikeable Neighborhoods Study's](#) project list, the City is developing a new list of infrastructure improvements to make the city a safer and more accessible place to walk and bike. A new plan will be generated based on input from residents, businesses, visitors, city staff, and experts to plan improvements to the City's street and paved pathway networks for the next five to ten years. The community has a long history of using outside expertise combined with local knowledge to create a firm plan of infrastructure improvements.

The Active Transportation Master Plan will identify priority projects, similar to the 2007 Walkable and Bikeable Neighborhoods Study, which now has only two capital projects left. The will enhance the safety, comfort, and convenience of the City's residents and visitors who walk and bike.

Analysis

Park City has benefited from strong vision for active transportation. The separated pathway network the community benefits from today was the result of master planning and execution on those plans. Given the City's track record with implementing active transportation plans, staff is confident that the return on investment from this plan will be high.

Consultant Selection Process

The Transportation Planning, Engineering, Public Works, and Trails and Open Space Departments are responsible for advancing active transportation projects. Staff developed a scope of work for the active transportation plan and, through the City's RFP process, requested and received proposals from two qualified firms. Based on an internal review and two rounds of interviews, Toole Design, a national expert in active transportation planning and design, was chosen as the lead consulting firm.

Funding

In 2020, the Utah Department of Transportation awarded Park City Municipal a \$75,000 grant through its Technical Planning Assistance program. Park City Municipal is providing \$20,000 in matching funds, budgeted in the Transportation Fund.

Department Review

The following departments have reviewed this report: Executive, Legal, and Transportation Planning.

Attachments

Exhibit A: Park City Active Transportation Plan Scope of Work

Exhibit B: Contract between Park City Municipal Corporation and Toole Design, LLC

PARK CITY ACTIVE TRANSPORTATION PLAN

SCOPE AND FEE

June 2, 2021

To: Austin Taylor

Organization: Park City Municipal

From: Jessica Fields, PE, AICP

The City of Park City (the City) is requesting consulting services to produce an Active Transportation Plan (ATP). The Scope of Services and fee proposal presented herein are based on:

- The City's Request for Proposals dated March 11, 2021,
- Toole Design's proposal dated March 31, 2021,
- A scoping discussion between Toole Design and the City on May 7, 2021, and
- Email correspondence between Toole Design and the City on June 1 and 2, 2021.

Scope of Services

Task 0: Project Management

Toole Design will prepare materials for, facilitate, and draft a summary for a project kickoff. The City will schedule the meeting and invite attendees.

Toole Design will participate in up to twenty-four (24) bi-weekly check-in meetings with the City's project manager to discuss progress and confirm near-term action items.

Toole Design will draft a Project Work Plan that includes a schedule, administrative protocols, and expectations for effort by task.

Toole Design will submit up to twelve (12) monthly invoices and progress reports showing percent complete by task.

Task 0 Deliverables

- Kickoff meeting
- Bi-weekly check-in meetings and notes (up to 24)
- Project Work Plan and schedule
- Monthly invoices and progress reports (up to 12)

Task 1: Community Engagement

Toole Design and Union Creative will produce a Community Engagement Plan that describes each activity, roles and responsibilities for execution, desired outcomes, and timeline.

Toole Design and Union Creative will prepare materials for, facilitate, and draft summaries for up to three (3) Steering Committee meetings. The City will schedule the meetings and invite attendees. The Steering Committee may include representation from Park City Municipal, Utah Department of Transportation, and other agencies responsible for ATP implementation.

Toole Design and Union Creative will prepare materials for, facilitate, and draft summaries for up to two (2) stakeholder group meetings. The City will schedule the meetings and invite attendees. The stakeholder group may include representation from the Walking and Biking Advisory Liaison Committee (WALC), advocacy organizations, elected officials, business owners, and other groups or organizations.

Toole Design and Union Creative will create an online survey that City staff will promote. Toole Design and Union Creative will create a hard copy version for City staff to print and distribute to the public at pop-up events and the public open house. Toole Design and Union Creative will produce both versions of the survey in English. City staff may choose to produce a Spanish version of the hard copy version of the survey.

Toole Design and Union Creative will prepare materials for and facilitate up to two (2) in-person open houses. The City will secure a location for, promote, and print materials for each.

Toole Design's project manager will make up to two (2) one-night trips to Park City for public and stakeholder engagement activities, generally spanning the morning of one day to the afternoon of the following day. Toole Design's project manager can make additional trips as requested under an amendment to this contract or under a separate contract, amounting to approximately \$3,700 per trip for travel time and expenses.

Task 1 Deliverables

- Community Engagement Plan
- Steering committee meetings (up to 3)
- Stakeholder group meetings (up to 2)
- Survey
- Open houses (up to 2)

Task 2: Needs Analysis

Toole Design will review existing data—provided by the City and others—related to relevant planning, design, policy, and programmatic efforts; travel behaviors, speeds, and volumes; crash patterns; existing infrastructure location, type, condition, etc.; and critical destinations and connections. Based on this review, Toole Design will draft a needs analysis memo that highlights the issues and opportunities Task 3 will seek to address.

Task 2 Deliverables

- Needs analysis memo

Task 3: Recommendations Development

In coordination with City staff and the Steering Committee, Toole Design will create lists, GIS layers, and maps showing pedestrian and bicycle infrastructure recommendations; a list of program and policy recommendations; and high-level considerations for wayfinding installation.

Task 3 Deliverables

- Infrastructure recommendations
- Program and policy recommendations
- Wayfinding considerations

Task 4: Prioritization and Implementation Planning

In coordination with City staff and the Steering Committee, Toole Design will produce a prioritization framework; score and rank the infrastructure recommendations; and create lists, GIS layers, and maps showing infrastructure recommendation priorities.

Using unit costs, Toole Design will draft planning-level cost estimates for each of the infrastructure recommendations.

Toole Design will create scoping sheets for up to three (3) of the high-priority infrastructure recommendations. The scoping sheets will include project descriptions, relevant data, implementation recommendations, and a graphic illustration.

Using existing graphics from the FHWA Bikeway Selection Guide and other documents as a starting point, Toole Design will work with the City to produce a bikeway selection chart and high-level guidance for bikeway types.

Task 4 Deliverables

- Prioritized infrastructure recommendations
- Cost estimates
- Priority project scoping sheets (up to 3)
- Bikeway selection and guidance

Task 5: Plan Documentation

Toole Design will create three distinct drafts of ATP document. The administrative draft will be created in Microsoft Word and is intended to be reviewed by City staff and the Steering Committee. The City will gather and reconcile comments on the administrative draft to provide to Toole Design.

Based on the comments on the administrative draft, Toole Design will produce a public draft in Adobe InDesign. The public draft is intended to be reviewed by City staff, the Steering Committee, other stakeholders, and the public. City staff may also choose to present the public draft to the Planning Commission and City Council to solicit their feedback. The City will gather and reconcile comments on the public draft to provide to Toole Design.

Based on the comments on the public draft, Toole Design will produce a final draft for Planning Commission approval and City Council adoption. City staff will prepare and lead the presentations to Planning Commission and City Council. Toole Design will virtually attend the presentations (up to two (2)) and participate in responding to questions.

Toole Design will provide all project source files and data to the City.

Task 5 Deliverables

- Administrative draft
- Public draft
- Final draft
- Virtual attendance at Planning Commission and City Council presentations (up to 2)
Project source files and data

Fee

Toole Design will furnish the Scope of Services for a lump sum amount of **\$95,000**, as detailed in the table below. Direct expenses include travel expenses.

Task	Fee (\$)
Task 0: Project Management and Coordination	9,400
Task 1: Community Engagement	26,100
Task 2: Needs Analysis	9,600
Task 3: Recommendations Development	10,400
Task 4: Prioritization and Implementation Planning	13,600
Task 5: Plan Documentation	23,700
Direct Expenses	2,200
Total	95,000

Schedule

Toole Design will complete the Scope of Services **within 12 months of Notice to Proceed**. Toole Design will develop a detailed schedule in coordination with the City to be included in the Project Work Plan.

Additional Services

The Scope of Services does not include the additional services below. However, Toole Design can provide any of the additional services under an amendment to this contract or under a separate contract as requested by the City.

- Task 1: Community Engagement
 - Printing for any materials
 - Any Spanish translation for materials
 - Additional Steering Committee meetings (beyond the 3 in this scope)
 - Additional stakeholder group meetings (beyond the 2 in this scope)
 - Online survey maps
 - Additional surveys (beyond the 1 in this scope)
 - Intercept surveys and pop-up events
 - Additional open houses (beyond the 2 in this scope)
 - Focus groups
 - Walking and bicycling audits
 - Animated videos
 - Presentations to Planning Commission or City Council
- Task 2: Needs Analysis
 - Detailed Big Data (e.g., Streetlight) analysis and mapping
 - Detailed Strava analysis and mapping
 - Level of Traffic Stress analysis
 - Bicycle Network Analysis
 - Walking propensity analysis
 - Field observations
- Task 3: Recommendations Development
 - Detailed wayfinding recommendations
 - Citywide wayfinding plan
 - Wayfinding installation plansets
- Task 4: Prioritization and Implementation Planning
 - Detailed cost estimates
 - Additional priority project scoping sheets (beyond the 3 in this scope)
 - Concept sketches and illustrations
 - Detailed bikeway selection and design guidance
 - Guidance for performance measures
 - Detailed pedestrian and bicycle infrastructure design standards
- Task 5: Plan Documentation
 - High-quality photography
 - Attendance at additional presentations for Planning Commission approval and City Council adoption (beyond the 2 in this scope)

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

This Design Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of June, 2021, by and **between PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, ("City"), and **TOOLE DESIGN, LLC**, a Maryland limited liability company ("Design Professional"), collectively, the City and the Design Professional are referred to as (the "Parties)."

WITNESSETH:

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

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

WHEREAS, the Design Professional represents that the Design Professional 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 Design Professional 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 Design Professional responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "**Exhibit A**" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **NINETY-FIVE THOUSAND DOLLARS (\$95,000.00)**.

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

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on August 1, 2022, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Design Professional except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Design Professional for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Design Professional shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Design Professional within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Design Professional reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Design Professional acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

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

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matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.

- C. The Design Professional shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Design Professional 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 Design Professional's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Design Professional pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Design Professional. Any materials for which Design Professional claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Design Professional of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Design Professional of any requests made for disclosure of documents submitted under a claim of confidentiality. Design Professional specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Design Professional/City relationship will be created by this Agreement. No agent, employee, or representative of the Design Professional shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Design Professional are not entitled to any of the benefits the City provides for its employees. The Design Professional 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.

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- B. In the performance of the services herein contemplated the Design Professional 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. DESIGN PROFESSIONAL EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION AND ATTORNEY FEES.

- A. The Design Professional shall indemnify and hold the City and its agents, employees, and officers, harmless from any and all liability for damages, including 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 (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- B. The Design Professional shall also reimburse the City, including its agents, employees, and officers, and any other person for attorney fees or other costs incurred by the person in defending against a claim alleging liability for damages to the extent the attorney fees or costs were incurred due to (1) the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or (2) the Design Professional's subconsultant's or subcontractor's negligence.
- C. 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 to the extent of the Design Professional's breach of contract, negligence, recklessness, or intentional misconduct; or the Design Professional's subconsultant's or subcontractor's negligence.
- D. The Design Professional expressly agrees that the indemnification provided herein constitutes the Design Professional'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 Design Professional claims or recovers compensation from the City for a loss or injury that

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

Design Professional 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.

- E. Further, nothing herein shall require the Design Professional to hold harmless, defend, or reimburse 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.
- F. The Design Professional is required to maintain and to provide a standard of care consistent with other design professionals with the same or similar professional license, who normally provide projects, work, and/or services as is established in this Agreement in Park City, Utah. Accordingly, if the nature of the project, work, and/or services established in this Agreement requires specialized design expertise, the Design Professional is required to provide services consistent with the specialized design expertise established in this Agreement.
- G. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- H. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE.

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

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

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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thereof, Design Professional shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

- F. The Design Professional's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- G. For any claims related to this Design Professional Services Agreement, the Design Professional's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Design Professional's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Design Professional, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Design Professional is required to have a valid Park City business license.
- C. The Design Professional specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Design Professional shall register and participate in E-Verify, or an equivalent program. The Design Professional agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

- E. Design Professional shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Design Professional hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Design Professional will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Design Professional 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. Design Professional will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Design Professional shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Design Professional 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 Design Professional not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Design Professional stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

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

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

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

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to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Design Professional shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Design Professional shall promptly submit a termination claim to the City. If the Design Professional has any property in its possession belonging to the City, the Design Professional will account for the same, and dispose of it in a manner directed by the City.
- B. If the Design Professional fails to perform in the manner called for in this Agreement, or if the Design Professional 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 Design Professional setting forth the manner in which the Design Professional is in default. The Design Professional will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

18. ATTORNEYS FEES AND COSTS.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

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

19. JURISDICTION AND VENUE.

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

20. SEVERABILITY AND NON-WAIVER.

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

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

21. ENTIRE AGREEMENT.

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

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

23. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

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

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

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

TOOLE DESIGN, LLC, a Maryland limited
liability company
8484 Georgia Ave, Suite 800
Silver Spring, MD 20910

Tax ID#: 05-0545429
PC Business License# B-017695

Signature

Printed name

Title

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2021, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of Toole Design, LLC, a Maryland limited liability company, by authority of its Operating Agreement/Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for Toole Design, LLC, a Maryland limited liability company.

Notary Public

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the ____ day of _____, 2021, at
_____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

PARK CITY ACTIVE TRANSPORTATION PLAN SCOPE AND FEE

June 2, 2021

To: Austin Taylor

Organization: Park City Municipal

From: Jessica Fields, PE, AICP

The City of Park City (the City) is requesting consulting services to produce an Active Transportation Plan (ATP). The Scope of Services and fee proposal presented herein are based on:

- The City's Request for Proposals dated March 11, 2021,
- Toole Design's proposal dated March 31, 2021,
- A scoping discussion between Toole Design and the City on May 7, 2021, and
- Email correspondence between Toole Design and the City on June 1 and 2, 2021.

Scope of Services

Task 0: Project Management

Toole Design will prepare materials for, facilitate, and draft a summary for a project kickoff. The City will schedule the meeting and invite attendees.

Toole Design will participate in up to twenty-four (24) bi-weekly check-in meetings with the City's project manager to discuss progress and confirm near-term action items.

Toole Design will draft a Project Work Plan that includes a schedule, administrative protocols, and expectations for effort by task.

Toole Design will submit up to twelve (12) monthly invoices and progress reports showing percent complete by task.

Task 0 Deliverables

- Kickoff meeting
- Bi-weekly check-in meetings and notes (up to 24)
- Project Work Plan and schedule
- Monthly invoices and progress reports (up to 12)

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

Task 1: Community Engagement

Toole Design and Union Creative will produce a Community Engagement Plan that describes each activity, roles and responsibilities for execution, desired outcomes, and timeline.

Toole Design and Union Creative will prepare materials for, facilitate, and draft summaries for up to three (3) Steering Committee meetings. The City will schedule the meetings and invite attendees. The Steering Committee may include representation from Park City Municipal, Utah Department of Transportation, and other agencies responsible for ATP implementation.

Toole Design and Union Creative will prepare materials for, facilitate, and draft summaries for up to two (2) stakeholder group meetings. The City will schedule the meetings and invite attendees. The stakeholder group may include representation from the Walking and Biking Advisory Liaison Committee (WALC), advocacy organizations, elected officials, business owners, and other groups or organizations.

Toole Design and Union Creative will create an online survey that City staff will promote. Toole Design and Union Creative will create a hard copy version for City staff to print and distribute to the public at pop-up events and the public open house. Toole Design and Union Creative will produce both versions of the survey in English. City staff may choose to produce a Spanish version of the hard copy version of the survey.

Toole Design and Union Creative will prepare materials for and facilitate up to two (2) in-person open houses. The City will secure a location for, promote, and print materials for each.

Toole Design's project manager will make up to two (2) one-night trips to Park City for public and stakeholder engagement activities, generally spanning the morning of one day to the afternoon of the following day. Toole Design's project manager can make additional trips as requested under an amendment to this contract or under a separate contract, amounting to approximately \$3,700 per trip for travel time and expenses.

Task 1 Deliverables

- Community Engagement Plan
- Steering committee meetings (up to 3)
- Stakeholder group meetings (up to 2)
- Survey
- Open houses (up to 2)

Task 2: Needs Analysis

Toole Design will review existing data—provided by the City and others—related to relevant planning, design, policy, and programmatic efforts; travel behaviors, speeds, and volumes; crash patterns; existing infrastructure location, type, condition, etc.; and critical destinations and connections. Based on this review, Toole Design will draft a needs analysis memo that highlights the issues and opportunities Task 3 will seek to address.

Task 2 Deliverables

- Needs analysis memo

PARK CITY MUNICIPAL CORPORATION

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Task 3: RecommendationsDevelopment

In coordination with City staff and the Steering Committee, Toole Design will create lists, GIS layers, and maps showing pedestrian and bicycle infrastructure recommendations; a list of program and policy recommendations; and high-level considerations for wayfinding installation.

Task 3 Deliverables

- Infrastructure recommendations
- Program and policy recommendations
- Wayfinding considerations

Task 4: Prioritization and Implementation Planning

In coordination with City staff and the Steering Committee, Toole Design will produce a prioritization framework; score and rank the infrastructure recommendations; and create lists, GIS layers, and maps showing infrastructure recommendation priorities.

Using unit costs, Toole Design will draft planning-level cost estimates for each of the infrastructure recommendations.

Toole Design will create scoping sheets for up to three (3) of the high-priority infrastructure recommendations. The scoping sheets will include project descriptions, relevant data, implementation recommendations, and a graphic illustration.

Using existing graphics from the FHWA Bikeway Selection Guide and other documents as a starting point, Toole Design will work with the City to produce a bikeway selection chart and high-level guidance for bikeway types.

Task 4 Deliverables

- Prioritized infrastructure recommendations
- Cost estimates
- Priority project scoping sheets (up to 3)
- Bikeway selection and guidance

Task 5: Plan Documentation

Toole Design will create three distinct drafts of ATP document. The administrative draft will be created in Microsoft Word and is intended to be reviewed by City staff and the Steering Committee. The City will gather and reconcile comments on the administrative draft to provide to Toole Design.

Based on the comments on the administrative draft, Toole Design will produce a public draft in Adobe InDesign. The public draft is intended to be reviewed by City staff, the Steering Committee, other stakeholders, and the public. City staff may also choose to present the public draft to the Planning Commission and City Council to solicit their feedback. The City will gather and reconcile comments on the public draft to provide to Toole Design.

Based on the comments on the public draft, Toole Design will produce a final draft for Planning Commission approval and City Council adoption. City staff will prepare and lead the presentations to Planning Commission and City Council. Toole Design will virtually attend the presentations (up to 2) and participate in responding to questions.

Toole Design will provide all project source files and data to the City.

PARK CITY MUNICIPAL CORPORATION
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Task 5 Deliverables

- Administrative draft
- Public draft
- Final draft
- Virtual attendance at Planning Commission and City Council presentations (up to 2) Project source files and data

FEE

Toole Design will furnish the Scope of Services for a lump sum amount of Ninety Five Thousand Dollars (\$95,000.00), as detailed in the table below. Direct expenses include travel expenses.

Task	Fee (\$)
Task 0: Project Management and Coordination	9,400
Task 1: Community Engagement	26,100
Task 2: Needs Analysis	9,600
Task 3: Recommendations Development	10,400
Task 4: Prioritization and Implementation Planning	13,600
Task 5: Plan Documentation	23,700
Direct Expenses	2,200
Total	95,000

SCHEDULE

Toole Design will complete the Scope of Services within twelve (12) months of Notice to Proceed. Toole Design will develop a detailed schedule in coordination with the City to be included in the Project Work Plan.

PARK CITY MUNICIPAL CORPORATION DESIGN PROFESSIONAL SERVICES AGREEMENT

ADDITIONAL SERVICES AVAILABLE

The Scope of Services does not include the additional services below. However, Toole Design can provide any of the additional services under an amendment to this contract or under a separate contract as requested by the City.

- Task 1: Community Engagement
 - Printing for any materials
 - Any Spanish translation for materials
 - Additional Steering Committee meetings (beyond the 3 in this scope)
 - Additional stakeholder group meetings (beyond the 2 in this scope)
 - Online survey maps
 - Additional surveys (beyond the 1 in this scope)
 - Intercept surveys and pop-up events
 - Additional open houses (beyond the 2 in this scope)
 - Focus groups
 - Walking and bicycling audits
 - Animated videos
 - Presentations to Planning Commission or City Council
- Task 2: Needs Analysis
 - Detailed Big Data (e.g., Streetlight) analysis and mapping
 - Detailed Strava analysis and mapping
 - Level of Traffic Stress analysis
 - Bicycle Network Analysis
 - Walking propensity analysis
 - Field observations
- Task 3: Recommendations Development
 - Detailed wayfinding recommendations
 - Citywide wayfinding plan
 - Wayfinding installation plans
- Task 4: Prioritization and Implementation Planning
 - Detailed cost estimates
 - Additional priority project scoping sheets (beyond the 3 in this scope)
 - Concept sketches and illustrations
 - Detailed bikeway selection and design guidance
 - Guidance for performance measures
 - Detailed pedestrian and bicycle infrastructure design standards
- Task 5: Plan Documentation
 - High-quality photography
 - Attendance at additional presentations for Planning Commission approval and City Council adoption (beyond the 2 in this scope)

**PARK CITY MUNICIPAL CORPORATION
DESIGN PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

N/A

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Sarah Pearce

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Adopt Resolution 17-2021, a Resolution Adopting an Interlocal Cooperation Agreement for Transit System Services
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Park City Summit County Transit Separation Agreement Staff Report](#)

[Exhibit A: City.County.District ILA - Redline](#)

[Exhibit B: City.County.District ILA - Clean](#)

[Exhibit C: Transit ILA Resolution](#)



City Council Staff Report

Subject: Park City Summit County Transit Separation Interlocal Agreement
Author: Sarah Pearce, Deputy City Manager
Department: Executive
Date: June 24, 2021
Type of Item: Administrative

Recommendation

Review the Transit Separation Interlocal Agreement (ILA), take public input, and approve the interlocal agreement with Summit County by adopting the resolution.

Summit County Council approved the ILA on June 16, 2021 and gave their Chair authority to resolve any minor changes as Park City Municipal and the High Valley Transit Board consider their approval. The High Valley Transit Board is scheduled to meet on June 24, 2021. Based on this timing, staff recommends Council approve the ILA and delegate authority to the mayor, with guidance from JTAB council liaisons, to resolve any minor changes.

Background and Analysis

As outlined and discussed at the [June 17, 2021 Council meeting](#), The ILA terms reflect several months of collaboration to enable Summit County/High Valley Transit to focus on regional transit services and Park City Transit to focus on municipal transit services.

The following is a list of the main items that changed since the version council reviewed on June 17, 2021: See Exhibit A: City County District ILA redlines to view all changes.

Section 1.1.1, Section 1.1.2, Section 3.1 and 3.2 – adjusted language to better reflect title transfer approvals based on direction from UDOT and FTA.

Section 1.1.3 – adjusted language to clarify rights of electric charging stations at Kimball Junction Transit Center

Section 2.2 and Section 2.3 – further clarification of distribution method and percentage for Additional Mass Transit Tax. Parties agree to base the Unallocated Fund Balance percentage on point-of-sale average using historical records starting at inception of tax.

Section 4 – further clarification on process for future changes to the Park City Electric Xpress.

Department Review

Transit, Legal, and Executive

Attachments

Exhibit A: City County District ILA redlines

Exhibit B: City County District ILA clean

Exhibit C: Resolution Adopting an Interlocal Cooperation Agreement for Transit System Services

**INTERLOCAL COOPERATION AGREEMENT
FOR TRANSIT SYSTEM SERVICES**

This Inter-local Cooperation Agreement for Transit System Services (“*Agreement*”) is entered into this ____ day of _____, 2021 (the “*Effective Date*”), by and among **HIGH VALLEY TRANSIT DISTRICT**, a political subdivision of the State of Utah (hereinafter, “*District*”), **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, “*County*”), and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter, “*City*” or “*Park City*”). Each is individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, the City provides a system of local public transit for its residents, workforce, and visitors (“*Park City Transit*”); and,

WHEREAS, the District, a small public transit district, provides public transit services to its residents, workforce, and visitors within its jurisdictional boundaries and which intends through annexation to expand its jurisdictional boundaries to become a provider of regional transit services; and,

WHEREAS, the City and County entered into that certain Park City Municipal Corporation and Summit County Interlocal Transportation Agreement, dated February 1, 2006, and its First Amendment, dated December 15, 2009, wherein the entities jointly agreed to provide for a system of public transit managed by Park City Transit (together, the “*Transportation Agreement*”); and,

WHEREAS, the City and County entered into that certain Joint Interlocal Agreement for Additional Transit Funding, dated August 24, 2016 (the “*Additional Transit Funding Agreement*”); and,

WHEREAS, the County enacted a county-wide additional mass transit sales and use tax under Utah Code § 59-12-2214 (the “*Additional Mass Transit Tax*” or “*AMT*”), and the City agreed to support the enactment through its Resolution No. 18-2016, to implement the Additional Transit Funding Agreement and further the public financing of joint transit services and projects which benefit the residents of both the County and City; and,

WHEREAS, pursuant to Park City Resolution No. 18-2016 and the Additional Transit Funding Agreement, Park City agreed to support Summit County’s ballot initiative to levy the AMT in lieu of seeking voter approval for Park City’s own optional sales and use tax, provided the Summit County AMT funds were and continue to be allocated under a mutually agreeable process for transit projects, programs, and services that directly or indirectly benefit Park City residents, workforce, and visitors; and,

WHEREAS, the Parties hereto are willing to enter into this Agreement, wherein the Parties agree to (a) terminate the Transportation Agreement and settle up the affairs contemplated therein; (b) terminate the Additional Transit Funding Agreement and distribute the tax proceeds by point of sale; and (c) formulate a new relationship, which allows for an integrated system of regional transit between the City and District; and,

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(d), *Utah Code 1953, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Termination of Transportation Agreement.

1.1 Transportation Agreement. The Parties agree that the Park City Municipal Corporation and Summit County Interlocal Transportation Agreement, dated February 1, 2006, and its First Amendment, dated December 15, 2009, wherein the entities jointly agreed to provide for a system of public transit managed by Park City Transit, shall terminate on June 30, 2021, and shall thereafter be of no further legal force or effect. The City shall submit to the County invoices, and County shall remit payment to the City, for transit expenses incurred before July 1, 2021 that are subject to payment under the terms of the Transportation Agreement. In lieu of Section 2.3 of the Transportation Agreement, Disposition of Property Upon Termination of Agreement, the Parties agree as follows:

1.1.1 District Fleet Buses. City hereby transfers all of its right, title, and interest in and to the following transit vehicles, subject only to any required approval by the Utah Department of Transportation (“UDOT”) and the Federal Transit Administration (“FTA”), which City shall use good faith, best efforts to obtain promptly Upon receipt of any required approval by the Utah Department of Transportation and the Federal Transit Administration, City shall transfer title to the District of the following transit vehicles (the “District Fleet Buses”):

- 1.1.1.1 Four (4) 2022 Gillig Electric Transit Buses
- 1.1.1.2 Park City Transit #630, 2016 Gillig Diesel Transit Bus
- 1.1.1.3 Park City Transit #631, 2016 Gillig Diesel Transit Bus
- 1.1.1.4 Park City Transit #632, 2016 Gillig Diesel Transit Bus
- 1.1.1.5 Park City Transit #633, 2016 Gillig Diesel Transit Bus
- 1.1.1.6 Park City Transit #680, 2010 Gillig Diesel Transit Bus

The District Fleet Buses identified in Subsections 1.1.1.2-1.1.1.6 were subject to a pre-inspection by the District to document their condition on June 3, 2021. The

buses will be transferred to the District in the condition documented during the pre-inspection. The District Fleet Buses will be transferred to the District together with maintenance records and any previously agreed upon equipment. The City and District will work together to remove unwanted equipment and to transfer contractual obligations. The City will have no ongoing obligation or liability for contracts, software, equipment, or licenses for the District Fleet Buses.

The District Fleet Buses identified in Subsection 1.1.1.1 are being acquired in concert with the Utah Transit Authority (“UTA”) as part of a larger acquisition of Gillig Electric Transit Buses (“Gillig Electrics”). The terms of the joint procurement are set forth in the Park City and UTA Interlocal Agreement on Electric Bus and Charging Equipment, dated October 2, 2020 (the “UTA/Park City ILA”). ~~Subject to approval by UDOT and the FTA, City shall transfer title and any leases and associated obligations to the District of four Gillig Electrics after City receives the Gillig Electrics.~~ If the Gillig Electric Buses are not all received at once, the City will transfer every other Gillig Electric received to the District.

1.1.2 District UTA Buses. Subject to ~~UDOT and FTA~~Federal Transit Administration grant requirements, upon receipt of any required approval by the ~~FTA~~Federal Transit Administration, and pursuant to Section 7 of this Agreement, the District shall take ownership of the four (4) Gillig Electric Buses designated by the terms of the UTA/Park City ILA for PC-SLC Connect Service, after the City receives them (the “District UTA Buses”). The District UTA Buses are being acquired in concert with UTA in accordance with the UTA/Park City ILA. In the event that the Bus Service Agreement between the Utah Transit Authority, Park City Municipal Corporation, and Summit County, dated August 24, 2011, as amended by Addendum No. 1, Service and Alignment Change 2017, dated December 14, 2017 (together, the “SLC-SC Transit Agreement”) is terminated, the District UTA Buses may be utilized according to the UTA/Park City ILA, as amended, and following any required approval by ~~the UDOT~~Utah Department of Transportation and the ~~FTA~~Federal Transit Administration. The City hereby assigns to the District all of its rights and obligations pertaining to the four Gillig Electrics for the PC-SLC Connect Service in the UTA/Park City ILA, upon the District taking ownership.

1.1.3 Electrical Charging Stations. UTA shall install new electrical charging stations at the Kimball Junction Transit Center, pursuant to the UTA/Park City ILA, without cost to the City, the District, or the County. The City hereby assigns to the District all of its rights and obligations pertaining to the Electrical Charging Stations in the UTA/Park City ILA.

1.1.4 City Buses. The City shall have sole ownership, subject to Federal Transit Administration grant requirements, of all other buses and support vehicles,

regardless of any contributions by the County from the Additional Mass Transit Tax or other funding sources.

2. **Additional Transit Funding Agreement.**

2.1 Additional Transit Funding Agreement. The Parties agree that the Joint Interlocal Agreement for Additional Transit Funding, dated August 24, 2016, wherein the entities jointly agreed to the uses and distribution of the Additional Mass Transit Tax, shall terminate on June 30, 2021 and shall thereafter be of no further legal force or effect.

¹
2.2 Distribution. Beginning on July 1, 2021, on a pro rata basis, the AMT shall be distributed as follows:

2.2.1 The City, County and District shall work in good faith with the Utah State Tax Commission (the "Commission") to determine the correct split of the proceeds from the Additional Mass Transit Tax and shall request direct distribution to each entity as set forth herein, if acceptable to the Commission. If the Commission does not agree to determine distribution based on point of sale, the County will on a monthly basis remit to the City all point of sale proceeds collected by the Commission and received by the County which are designated by location according to the Commission's sales tax location code #22030 (Park City). The Parties agree to review the split of the proceeds from the AMT with the Commission annually.

2.2.2 The City's share of the AMT, which shall be distributed to it by the County, shall be equal to the AMT generated at the point of sale the Additional Mass Transit Tax shall be distributed by point of sale to the City (within its incorporated boundaries.) and

2.2.32 The District's share of the AMT, which shall be distributed to it by the County, shall be equal to the AMT generated at the point of sale County (within the remaining incorporated areas and all unincorporated area.s), with the County remitting to the District the County's share of the AMT.

~~2.2.3 The City, County and District shall work in good faith with the Utah State Tax Commission (the "Commission") to determine the correct split of the proceeds from the Additional Mass Transit Tax and shall request direct distribution to each entity as set forth herein, if acceptable to the Commission. If the Commission does not agree to determine distribution based on point of sale, the County will on a monthly basis remit to the City all point of sale proceeds collected by the Commission and received by the County which are designated by location according to the Commission's sales tax location code #22030 (Park City). The Parties agree to review the split of the proceeds from the AMT with the Commission annually.~~

2.3 Unallocated Fund Balance. As of December 31, 2020, the unallocated fund balance within the AMT fund was Three Million Ten Thousand Two Hundred and Twenty-Eight Dollars (\$3,010,228.00). The Parties shall submit to the County invoices (the "AMT

Invoices”), and the County shall remit payment to the Parties, for transit expenses incurred before July 1, 2021 that are subject to payment under the terms of the Additional Transit Funding Agreement. It is anticipated that the Commission will remit to the County the sales tax proceeds of the AMT for the second quarter of 2021 no later than August 31, 2021 (the “2nd Quarter Proceeds”). Once all outstanding AMT Invoices are paid and the 2nd Quarter Proceeds are received, the County shall provide the Parties with an accounting of the final AMT unallocated fund balance (the “Unallocated Fund Balance”). On September 30, 2021, the County shall remit to the City Fifty-One and OneSix Tenths Percent (50.14.6%) of the Unallocated Fund Balance.

2.4 Survival. The Parties agree that the distribution of the AMT in Subsection 2.2 applies during the term of this Agreement and continues as long as proceeds are generated from the AMT and collected by point of sale.

3. **Real Property Transfers.**

3.1 Kimball Junction Transit Center. City represents and warrants that it has not conveyed or encumbered title to the Kimball Junction Transit Center, Summit County Tax Identification Parcel No. PCTC-6-X, 6490 N. Landmark Dr., Park City, Utah, approximately 3 acres (the “Kimball Junction Transit Center”). City hereby transfers all of its right, title, and interest in and to the Kimball Junction Transit Center, subject only to any Upon receipt of any required approval by UDOT the Utah Department of Transportation and the FTA Federal Transit Administration, which City shall use good faith, best efforts to obtain promptly, and City shall convey the same by quitclaim deed to the District any and all of its interest in the Kimball Junction Transit Center (the “Kimball Quitclaim Deed”).

3.2 Kimball Grant Assumption. City hereby Upon receipt of any required approvals in subsection 3.1, the City shall assigns and transfers, and the District hereby shall assumes, all right, title, and interest in and to the FTA grant on the Kimball Junction Transit Center in accordance with all FTA rules and regulations, subject only to any required approval by UDOT and the FTA, which City shall use good faith, best efforts to obtain promptly (the “Kimball Grant Assumption”).

3.2.1 Kimball Junction Proterra Charger. The City will continue to own, maintain, and operate the Proterra Charger at the Kimball Junction Transit Center. The City shall have access to the Proterra Charger pursuant to Subsection 8.1. Such access shall not terminate until the District takes over operations of the Electric Xpress pursuant to Section 4 below. At that time, the City may remove the Proterra Charger at its discretion, but no later than 180 days after the District assumes operations of the Electric Xpress. pursuant to the License Agreement, attached as Exhibit A hereto, which shall not terminate until the District takes over operations of the Electric Xpress pursuant to Section 4 below. At that time, the City may remove the Proterra Charger at its discretion, but no later than 180 days after the District assumes operations of the Electric Xpress.

3.2.2 UDOT Certification. On June 9, 2021 County requested the City seek a letter from the Utah Department of Transportation (“UDOT”) certifying that the City is in good standing and not in default on any FTA Grants pertaining to transit (the “*Certification Letter*”). City and County will request the Certification Letter and will work with UDOT in good faith to timely provide to the County and District the Certification Letter. In the event that City is found in default of any of the FTA Grants, the City shall use good faith, best efforts to cure such default within ninety (90) days of receipt of notice of default by UDOT or the FTA.

4. **Operation of the Park City Electric Xpress.** In order to provide for a seamless system of public transit between the Snyderville Basin and Park City, the Park City Electric Xpress shall be operated as follows:

4.1 Park City as Operator.

4.1.1 The City shall operate the Park City Electric Xpress within the Greater Park City Area as constituted as of July 1, 2021, which includes the Snyderville Basin of Summit County, Utah, until April 30, 2024. Until that date, the City shall be responsible for all operations and expenses of the Electric Xpress service.

4.1.2 Performance Standards. While the City is operating the Electric Xpress it will work in good faith to maintain current levels of service.

4.1.3 Major Changes. Before the City makes major changes to the operation of the Electric Xpress, the City will seek input from the District about the changes. The City will share any input received from the District with the City Council, which may consider the changes in its sole discretion, and if so, such consideration shall be made in an open and public meeting.

4.2 High Valley Transit District as Operator.

4.2.1 The District shall take over operations of the Park City Electric Xpress within the Greater Park City Area, which includes Park City, Utah, on May 1, 2024. After that date, the District shall be responsible for all operations and expenses, including fleet acquisition, of the Electric Xpress service. ~~The District shall maintain similar or greater performance standards as described in Section 4.1.2.~~

4.2.2 Major Changes. Before the District makes major changes to the operation of the Electric Xpress, the District will seek input from the City about the changes. The District will share any input received from the City with the District’s Board of Trustees, which may consider the changes in its sole discretion, and if so, such consideration shall be made in an open and public meeting.

5. **Bus Rapid Transit.**

5.1 SR 224 BRT. The District shall be responsible for the costs and operations associated with the SR 224 BRT, which is expected to begin service once grant funding is awarded for this express purpose, all authorizations are received, and all necessary construction to implement such has been completed.

5.2 SR 248 EXPRESS. The City shall be responsible for the costs and operations associated with the SR 248 Express, which is expected to begin service no later than September 1, 2024.

6. **FTA 5311 Funds and Pandemic-Related Relief.**

6.1 New FTA 5311 Funds. Beginning July 1, 2021, the City and District shall each be responsible for the application and receipt of FTA 5311 funds to be received and allocated to their systems of public transit.

6.2 Pending FTA 5311 Funds. When received from UDOT, the City shall remit to the District any eligible County operating expenses, incurred prior to July 1, 2021, that the City requested for reimbursement from FTA 5311 funds for years 2019, 2020, and up to June 30, 2021.

6.3 Pandemic. Federal pandemic-related relief for public transit services shall be divided proportionally in a manner similar to the FTA 5311 funds between the City and District for any eligible County operating expenses incurred prior to July 1, 2021.

7. **SLC-SC Transit Agreement.** The Parties agree to send UTA a written notice of termination pursuant to Section 5 of the SLC-SC Transit Agreement (the “*Termination Notice*”), effective three (3) months from the date of receipt by UTA (the “*Transition Period*”). Effective July 1, 2021, the City will have no further financial obligations for this service and the County or the District will assume all financial obligations for the continued operation of the service. During the Transition Period, the District may, but is not obligated to, negotiate a new agreement with UTA to provide the same, similar or different services. Before the District makes major changes to the operation of the SLC-SC Connect, the District will seek input from the City about the changes. The District will share any input received from the City with the District’s governing board, which may consider the changes in an open and public meeting.

7.1 Each Party agrees to indemnify, reimburse, defend and hold harmless each other Party from and against any and all liability resulting from, arising out of, relating to, or incurred by reason of the conduct of the City or the County with respect to the SLC-SC Transit Agreement.

8. **Consents and Licenses.**

8.1 During the Term of this Agreement or until the Parties have entered into the Franchise Agreement or Access Agreement (defined below), the Parties hereby grant to each other a non-exclusive license authorizing each of the Parties the right, privilege and authority to utilize each other's Transit Facilities (defined below) without cost, and to utilize rights-of-way within the jurisdictional boundaries of the other Parties, for the provision of transit services to inhabitants of and visitors to Summit County, Utah, and to persons and corporations beyond Summit County. "Transit Facilities" means a transit station, depot, [Proterra charger](#), passenger loading or unloading zone, parking lot, or bus shelter.

8.2 The Parties agree to work in good faith in negotiating and executing a three-party franchise agreement or access agreement (the "Franchise Agreement or Access Agreement") no later than one year before the beginning of SR 224 BRT operations identified in [Subsection 5.1](#). Said agreement shall include the substance of Subsection 8.1.

9. **Intangibles, Reports, Maps, and Records.** ~~All intangibles, The City has will transfer in good faith~~ reports, maps and records related to the operation of Park City Transit within unincorporated Summit County, ~~which are in the City's possession, as identified in [Exhibit B](#) hereto, shall be assigned by the City to the District.~~

10. **Closing.** The closing of the transfer of the assets referenced herein (the "Closing"), will take place on a date and at a time and place mutually agreeable to the Parties, but in no event later than ~~July 30~~ [July 30](#), 2021.

10.1 City Closing Deliverables. At the Closing, City shall deliver the following:

10.1.1 Bill of Sale transferring title in the District Fleet Buses to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.1.2 Kimball Quitclaim Deed, duly executed by the City, conveying all of its interests in the Kimball Junction Transit Center to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.1.3 All documents necessary for the Kimball Grant Assumption.

10.1.4 Bill of Sale transferring title in the District UTA Buses to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

~~10.1.5 License Agreement between the District and the City providing for City's access to the Proterra Charger at the Kimball Junction Transit Center.~~

10.2 Lease Agreements. City's delivery of the items in ~~s~~Subsections 10.1.1-10.1.4 is contingent upon receipt of any required approval by ~~the Utah Department of Transportation-UDOT~~ and the ~~Federal Transit Administration~~FTA. The Parties anticipate that approval may not be received until after June 30, 2021 and agree to immediately enter into separate agreements to allow District's use and control of the District Fleet Buses in ~~s~~Subsections 1.1.1.2-1.1.1.6 as well as the Kimball Junction Transit Center (the "*Lease Agreements*"). The Parties recognize the importance and mutual benefits of working cooperatively to quickly negotiate and enter into the Lease Agreements.

11. Representations and Warranties of the Parties. As an inducement to the Parties to enter into this Agreement, the Parties hereby represent as follows:

11.1 Representations and Warranties of City. City hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.1.1 Authority of City. City has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by City of this Agreement, the performance by City of its obligations hereunder, and the consummation by City of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by City; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of City enforceable against City in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.1.2 No Conflicts; Consents. The execution, delivery and performance by City of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of City; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to City; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the City is a party or by which the City may be bound or affected.

11.1.3 No Liabilities. To City's knowledge, City has no liabilities of any nature arising out of the operation of Park City Transit, whether accrued, absolute, contingent or otherwise, whether known or unknown, which would prevent,

hinder, modify, delay or challenge the transactions contemplated by this Agreement or cause the District or County to be liable therefor.

11.1.4 No Grants to Third Parties. To City's knowledge, City has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to District or County hereunder.

11.1.5 FTA Grants. To City's knowledge, [in the exercise of reasonable prudence](#), City is in good standing and not in default on any FTA Grants pertaining to transit.

11.2 Representations and Warranties of County. County hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.2.1 Authority of County. County has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by the County of this Agreement, the performance by the County of its obligations hereunder, and the consummation by the County of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the County; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.2.2 No Conflicts; Consents. The execution, delivery and performance by the County of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the County; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the County; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the County is a party or by which the County may be bound or affected.

11.2.3 No Liabilities. To the County's knowledge, County has no liabilities of any nature arising out of the County's actions and responsibilities related to transit, whether accrued, absolute, contingent or otherwise, whether known or unknown, which would prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or cause the City or District to be liable therefor.

11.2.4 No Grants to Third Parties. To County's knowledge, County has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to District or City hereunder.

11.3 Representations and Warranties of District. District hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.3.1 Authority of District. District has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the District of this Agreement, the performance by the District of its obligations hereunder and the consummation by the District of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the District; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.3.2 No Conflicts; Consents. The execution, delivery and performance by the District of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the District; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the District; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the District is a party or by which the District may be bound or affected.

11.3.3 No Liabilities. There are no actions pending or, to the District's knowledge, threatened that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement.

11.3.4 No Grants to Third Parties. To District's knowledge, District has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to City or County hereunder.

12. Liabilities and Indemnification.

12.1 Indemnity by City. City shall indemnify, reimburse, defend and hold harmless the County and District, and their officers, directors, trustees, employees,

consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively “Losses”), suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, resulting from any breach of any representation, warranty, covenant, or agreement of the City contained in this Agreement or other instrument or document executed and delivered by the City pursuant hereto or thereto..

12.2 Indemnity by the County. The County shall indemnify, reimburse, defend, and hold harmless City and District, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, resulting from any breach of any representation, warranty, covenant, or agreement of the County contained in this Agreement or other instrument or document executed and delivered by the County pursuant hereto or thereto.

12.3 Indemnity by the District. The District shall indemnify, reimburse, defend, and hold harmless City and County, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, resulting from any breach of any representation, warranty, covenant, or agreement of the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto.

13. Governmental Immunity Act. Because all Parties are governmental entities under the Utah Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et. seq.*, as amended (the “Act”), each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and no Party waives any defense available to it under the Act.

14. Relief of Obligation. This Agreement does not in any way relieve any Party of any obligation or responsibility imposed upon it by law (Utah Code § 11-13-208).

15. Survivability. The provisions of this Agreement shall survive Closing.

16. Term. This Agreement shall be in effect until December 31, 2031 unless otherwise terminated by the Parties by mutual written agreement.

17. **Miscellaneous Provisions.**

17.1 No Assignment. No Party may assign its interest in this Agreement without the written consent of the other Parties.

17.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

17.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

17.4 No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

17.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

17.6 Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

17.7 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

17.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

17.9 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

17.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

17.11 Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions,

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inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

17.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

17.13 Disputes.

17.13.1 Negotiation. Upon written notice of any dispute, the Parties shall attempt to resolve it promptly by good faith negotiation between the chief administrative officers of the Parties, who have authority to settle the dispute (the “*Negotiation*”). The Negotiation should be completed within thirty (30) days.

17.13.2 Mediation.

17.13.2.1 If the dispute has not been resolved by Negotiation in accordance with Section 17.13.1, then the Parties shall proceed to mediation unless the Parties at the time of the dispute agree to a different timeframe (the “*Mediation*”). A “*Notice of Mediation*” shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The Parties shall agree on a mediator; however, if they cannot agree within fourteen (14) days, then each Party shall appoint a mediator, and together those two mediators will appoint a third mediator, who shall serve as the sole mediator of the dispute. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a “*Notice of Impasse*.” All reasonable efforts will be made to complete the Mediation within thirty (30) days of the first mediation session.

17.13.2.2 During the course of the Mediation, no Party can assert the failure to fully comply with Section 17.13.1, as a reason not to proceed or to delay the Mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the dispute until thirty (30) days after the Parties agree that the mediation is concluded or the mediator or a Party issues a Notice of Impasse. Each

side shall bear an equal share of the mediation costs unless the Parties agree otherwise.

17.13.2.3 All communications, both written and oral, during the Negotiation and Mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

17.13.2.4 The Mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

17.14 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery or actual receipt thereof, or (ii) three (3) business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: Summit County
Attn: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

To: High Valley Transit District
Attn: General Manager
1885 W. Ute Blvd.
Park City, Utah 84098

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

Any Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

17.15. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

17.16. Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission. Any signature on this Agreement transmitted by facsimile or electronically in PDF format or other electronic means (e.g., DocuSign) shall be deemed an original signature and may be used in lieu of the original for all purposes.

18. Cooperation. The Parties shall each designate a primary representative responsible for implementation of this Agreement. The Parties agree that their staff will confer in good faith and regularly exchange relevant information to continue collaborating on regional transportation and transit services.

19. Data Feed (Ecker Hill Park and Ride). Responsibility for the data feed to/from the Ecker Hill Park and Ride Lot shall be transferred to the District.

20. Interlocal Cooperation Act Requirements.

In satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

20.1 This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act (“UICA”), as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the UICA.

20.2 In accordance with the provisions of Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect. In accordance with the provisions of Utah Code § 11-13-202.5(1)(b) and where applicable, this Agreement shall be submitted to the governing body authorized to approve this Agreement.

20.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.

20.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each Party.

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

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

Signed this ____ day of _____, 2021.

PARK CITY MUNICIPAL
CORPORATION, a Utah municipal
corporation

ANDY BEERMAN, Mayor

ATTEST:

City Recorder

Reviewed and found to be in proper form and compliance with applicable law:

Park City Attorney's Office

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* * *

Signed this ____ day of _____, 2021.

SUMMIT COUNTY, a political subdivision
of the State of Utah

Glenn Wright
Chair

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Civil Deputy

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* * *

Signed this ____ day of _____, 2021.

HIGH VALLEY TRANSIT DISTRICT, a
political subdivision of the State of Utah

Kim Carson
Chair

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Civil Deputy

Exhibit A
License Agreement

~~Exhibit B~~

~~Intangibles, Reports, Maps, and Records~~

INTERLOCAL COOPERATION AGREEMENT FOR TRANSIT SYSTEM SERVICES

This Inter-local Cooperation Agreement for Transit System Services (“*Agreement*”) is entered into this ____ day of _____, 2021 (the “*Effective Date*”), by and among **HIGH VALLEY TRANSIT DISTRICT**, a political subdivision of the State of Utah (hereinafter, “*District*”), **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, “*County*”), and **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (hereinafter, “*City*” or “*Park City*”). Each is individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, the City provides a system of local public transit for its residents, workforce, and visitors (“*Park City Transit*”); and,

WHEREAS, the District, a small public transit district, provides public transit services to its residents, workforce, and visitors within its jurisdictional boundaries and which intends through annexation to expand its jurisdictional boundaries to become a provider of regional transit services; and,

WHEREAS, the City and County entered into that certain Park City Municipal Corporation and Summit County Interlocal Transportation Agreement, dated February 1, 2006, and its First Amendment, dated December 15, 2009, wherein the entities jointly agreed to provide for a system of public transit managed by Park City Transit (together, the “*Transportation Agreement*”); and,

WHEREAS, the City and County entered into that certain Joint Interlocal Agreement for Additional Transit Funding, dated August 24, 2016 (the “*Additional Transit Funding Agreement*”); and,

WHEREAS, the County enacted a county-wide additional mass transit sales and use tax under Utah Code § 59-12-2214 (the “*Additional Mass Transit Tax*” or “*AMT*”), and the City agreed to support the enactment through its Resolution No. 18-2016, to implement the Additional Transit Funding Agreement and further the public financing of joint transit services and projects which benefit the residents of both the County and City; and,

WHEREAS, pursuant to Park City Resolution No. 18-2016 and the Additional Transit Funding Agreement, Park City agreed to support Summit County’s ballot initiative to levy the AMT in lieu of seeking voter approval for Park City’s own optional sales and use tax, provided the Summit County AMT funds were and continue to be allocated under a mutually agreeable process for transit projects, programs, and services that directly or indirectly benefit Park City residents, workforce, and visitors; and,

WHEREAS, the Parties hereto are willing to enter into this Agreement, wherein the Parties agree to (a) terminate the Transportation Agreement and settle up the affairs contemplated therein; (b) terminate the Additional Transit Funding Agreement and distribute the tax proceeds by point of sale; and (c) formulate a new relationship, which allows for an integrated system of regional transit between the City and District; and,

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(d), *Utah Code 1953, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Termination of Transportation Agreement.

1.1 Transportation Agreement. The Parties agree that the Park City Municipal Corporation and Summit County Interlocal Transportation Agreement, dated February 1, 2006, and its First Amendment, dated December 15, 2009, wherein the entities jointly agreed to provide for a system of public transit managed by Park City Transit, shall terminate on June 30, 2021, and shall thereafter be of no further legal force or effect. The City shall submit to the County invoices, and County shall remit payment to the City, for transit expenses incurred before July 1, 2021 that are subject to payment under the terms of the Transportation Agreement. In lieu of Section 2.3 of the Transportation Agreement, Disposition of Property Upon Termination of Agreement, the Parties agree as follows:

1.1.1 District Fleet Buses. City hereby transfers all of its right, title, and interest in and to the following transit vehicles, subject only to any required approval by the Utah Department of Transportation (“UDOT”) and the Federal Transit Administration (“FTA”), which City shall use good faith, best efforts to obtain promptly (the “*District Fleet Buses*”):

- 1.1.1.1 Four (4) 2022 Gillig Electric Transit Buses
- 1.1.1.2 Park City Transit #630, 2016 Gillig Diesel Transit Bus
- 1.1.1.3 Park City Transit #631, 2016 Gillig Diesel Transit Bus
- 1.1.1.4 Park City Transit #632, 2016 Gillig Diesel Transit Bus
- 1.1.1.5 Park City Transit #633, 2016 Gillig Diesel Transit Bus
- 1.1.1.6 Park City Transit #680, 2010 Gillig Diesel Transit Bus

The District Fleet Buses identified in Subsections 1.1.1.2-1.1.1.6 were subject to a pre-inspection by the District to document their condition on June 3, 2021. The buses will be transferred to the District in the condition documented during the pre-inspection. The District Fleet Buses will be transferred to the District

together with maintenance records and any previously agreed upon equipment. The City and District will work together to remove unwanted equipment and to transfer contractual obligations. The City will have no ongoing obligation or liability for contracts, software, equipment, or licenses for the District Fleet Buses.

The District Fleet Buses identified in Subsection 1.1.1.1 are being acquired in concert with the Utah Transit Authority (“UTA”) as part of a larger acquisition of Gillig Electric Transit Buses (“*Gillig Electrics*”). The terms of the joint procurement are set forth in the Park City and UTA Interlocal Agreement on Electric Bus and Charging Equipment, dated October 2, 2020 (the “UTA/Park City ILA”). If the Gillig Electric Buses are not all received at once, the City will transfer every other Gillig Electric received to the District.

1.1.2 District UTA Buses. Subject to UDOT and FTA grant requirements, upon receipt of any required approval by the FTA, and pursuant to Section 7 of this Agreement, the District shall take ownership of the four (4) Gillig Electric Buses designated by the terms of the UTA/Park City ILA for PC-SLC Connect Service, after the City receives them (the “*District UTA Buses*”). The District UTA Buses are being acquired in concert with UTA in accordance with the UTA/Park City ILA. In the event that the Bus Service Agreement between the Utah Transit Authority, Park City Municipal Corporation, and Summit County, dated August 24, 2011, as amended by Addendum No. 1, Service and Alignment Change 2017, dated December 14, 2017 (together, the “*SLC-SC Transit Agreement*”) is terminated, the District UTA Buses may be utilized according to the UTA/Park City ILA, as amended, and following any required approval by UDOT and the FTA. The City assigns to the District all of its rights and obligations pertaining to the four Gillig Electrics for the PC-SLC Connect Service in the UTA/Park City ILA, upon the District taking ownership.

1.1.3 Electrical Charging Stations. UTA shall install new electrical charging stations at the Kimball Junction Transit Center, pursuant to the UTA/Park City ILA, without cost to the City, the District, or the County. The City hereby assigns to the District all of its rights and obligations pertaining to the Electrical Charging Stations in the UTA/Park City ILA.

1.1.4 City Buses. The City shall have sole ownership, subject to Federal Transit Administration grant requirements, of all other buses and support vehicles, regardless of any contributions by the County from the Additional Mass Transit Tax or other funding sources.

2. Additional Transit Funding Agreement.

2.1 Additional Transit Funding Agreement. The Parties agree that the Joint Interlocal Agreement for Additional Transit Funding, dated August 24, 2016, wherein the entities jointly agreed to the uses and distribution of the Additional Mass Transit Tax, shall

terminate on June 30, 2021 and shall thereafter be of no further legal force or effect.

2.2 Distribution. Beginning on July 1, 2021, on a pro rata basis, the AMT shall be distributed as follows:

2.2.1 The City, County and District shall work in good faith with the Utah State Tax Commission (the “*Commission*”) to determine the correct split of the proceeds from the Additional Mass Transit Tax and shall request direct distribution to each entity as set forth herein, if acceptable to the Commission. If the Commission does not agree to determine distribution based on point of sale, the County will on a monthly basis remit to the City all point of sale proceeds collected by the Commission and received by the County which are designated by location according to the Commission’s sales tax location code #22030 (Park City). The Parties agree to review the split of the proceeds from the AMT with the Commission annually.

2.2.2 The City’s share of the AMT, which shall be distributed to it by the County, shall be equal to the AMT generated at the point of sale within its incorporated boundaries.

2.2.3 The District’s share of the AMT, which shall be distributed to it by the County, shall be equal to the AMT generated at the point of sale within the remaining incorporated areas and all unincorporated area..

2.3 Unallocated Fund Balance. As of December 31, 2020, the unallocated fund balance within the AMT fund was Three Million Ten Thousand Two Hundred and Twenty-Eight Dollars (\$3,010,228.00). The Parties shall submit to the County invoices (the “*AMT Invoices*”), and the County shall remit payment to the Parties, for transit expenses incurred before July 1, 2021 that are subject to payment under the terms of the Additional Transit Funding Agreement. It is anticipated that the Commission will remit to the County the sales tax proceeds of the AMT for the second quarter of 2021 no later than August 31, 2021 (the “*2nd Quarter Proceeds*”). Once all outstanding AMT Invoices are paid and the 2nd Quarter Proceeds are received, the County shall provide the Parties with an accounting of the final AMT unallocated fund balance (the “*Unallocated Fund Balance*”). On September 30, 2021, the County shall remit to the City Fifty and One Tenth Percent (50.1%) of the Unallocated Fund Balance.

2.4 Survival. The Parties agree that the distribution of the AMT in Subsection 2.2 applies during the term of this Agreement and continues as long as proceeds are generated from the AMT and collected by point of sale.

3. **Real Property Transfers.**

3.1 Kimball Junction Transit Center. City represents and warrants that it has not conveyed or encumbered title to the Kimball Junction Transit Center, Summit County

Tax Identification Parcel No. PCTC-6-X, 6490 N. Landmark Dr., Park City, Utah, approximately 3 acres (the “*Kimball Junction Transit Center*”). City hereby transfers all of its right, title, and interest in and to the Kimball Junction Transit Center, subject only to any required approval by UDOT and the FTA, which City shall use good faith, best efforts to obtain promptly, and City shall convey the same by quitclaim deed to the District (the “*Kimball Quitclaim Deed*”).

3.2 Kimball Grant Assumption. City hereby assigns and transfers, and the District hereby assumes, all right, title, and interest in and to the FTA grant on the Kimball Junction Transit Center in accordance with all FTA rules and regulations, subject only to any required approval by UDOT and the FTA, which City shall use good faith, best efforts to obtain promptly (the “*Kimball Grant Assumption*”).

3.2.1 Kimball Junction Proterra Charger. The City will continue to own, maintain, and operate the Proterra Charger at the Kimball Junction Transit Center. The City shall have access to the Proterra Charger pursuant to Subsection 8.1. Such access shall not terminate until the District takes over operations of the Electric Xpress pursuant to Section 4 below. At that time, the City may remove the Proterra Charger at its discretion, but no later than 180 days after the District assumes operations of the Electric Xpress.

3.2.2 UDOT Certification. On June 9, 2021 County requested the City seek a letter from the Utah Department of Transportation (“*UDOT*”) certifying that the City is in good standing and not in default on any FTA Grants pertaining to transit (the “*Certification Letter*”). City and County will request the Certification Letter and will work with UDOT in good faith to timely provide to the County and District the Certification Letter. In the event that City is found in default of any of the FTA Grants, the City shall use good faith, best efforts to cure such default within ninety (90) days of receipt of notice of default by UDOT or the FTA.

4. **Operation of the Park City Electric Xpress.** In order to provide for a seamless system of public transit between the Snyderville Basin and Park City, the Park City Electric Xpress shall be operated as follows:

4.1 Park City as Operator.

4.1.1 The City shall operate the Park City Electric Xpress within the Greater Park City Area as constituted as of July 1, 2021, which includes the Snyderville Basin of Summit County, Utah, until April 30, 2024. Until that date, the City shall be responsible for all operations and expenses of the Electric Xpress service.

4.1.2 Performance Standards. While the City is operating the Electric Xpress it will work in good faith to maintain current levels of service.

4.1.3 Major Changes. Before the City makes major changes to the operation of the Electric Xpress, the City will seek input from the District about the changes. The City will share any input received from the District with the City Council, which may consider the changes in its sole discretion, and if so, such consideration shall be in an open and public meeting.

4.2 High Valley Transit District as Operator.

4.2.1 The District shall take over operations of the Park City Electric Xpress within the Greater Park City Area, which includes Park City, Utah, on May 1, 2024. After that date, the District shall be responsible for all operations and expenses, including fleet acquisition, of the Electric Xpress service.

4.2.2 Major Changes. Before the District makes major changes to the operation of the Electric Xpress, the District will seek input from the City about the changes. The District will share any input received from the City with the District's Board of Trustees, which may consider the changes in its sole discretion, and if so, such consideration shall be in an open and public meeting.

5. **Bus Rapid Transit.**

5.1 SR 224 BRT. The District shall be responsible for the costs and operations associated with the SR 224 BRT, which is expected to begin service once grant funding is awarded for this express purpose, all authorizations are received, and all necessary construction to implement such has been completed.

5.2 SR 248 EXPRESS. The City shall be responsible for the costs and operations associated with the SR 248 Express, which is expected to begin service no later than September 1, 2024.

6. **FTA 5311 Funds and Pandemic-Related Relief.**

6.1 New FTA 5311 Funds. Beginning July 1, 2021, the City and District shall each be responsible for the application and receipt of FTA 5311 funds to be received and allocated to their systems of public transit.

6.2 Pending FTA 5311 Funds. When received from UDOT, the City shall remit to the District any eligible County operating expenses, incurred prior to July 1, 2021, that the City requested for reimbursement from FTA 5311 funds for years 2019, 2020, and up to June 30, 2021.

6.3 Pandemic. Federal pandemic-related relief for public transit services shall be divided proportionally in a manner similar to the FTA 5311 funds between the City and District for any eligible County operating expenses incurred prior to July 1, 2021.

7. **SLC-SC Transit Agreement.** The Parties agree to send UTA a written notice of termination pursuant to Section 5 of the SLC-SC Transit Agreement (the “*Termination Notice*”), effective three (3) months from the date of receipt by UTA (the “*Transition Period*”). Effective July 1, 2021, the City will have no further financial obligations for this service and the County or the District will assume all financial obligations for the continued operation of the service. During the Transition Period, the District may, but is not obligated to, negotiate a new agreement with UTA to provide the same, similar or different services.

7.1 Each Party agrees to indemnify, reimburse, defend and hold harmless each other Party from and against any and all liability resulting from, arising out of, relating to, or incurred by reason of the conduct of the City or the County with respect to the SLC-SC Transit Agreement.

8. **Consents and Licenses.**

8.1 During the Term of this Agreement or until the Parties have entered into the Franchise Agreement or Access Agreement (defined below), the Parties hereby grant to each other a non-exclusive license authorizing each of the Parties the right, privilege and authority to utilize each other’s Transit Facilities (defined below) without cost, and to utilize rights-of-way within the jurisdictional boundaries of the other Parties, for the provision of transit services to inhabitants of and visitors to Summit County, Utah, and to persons and corporations beyond Summit County. “*Transit Facilities*” means a transit station, depot, Proterra charger, passenger loading or unloading zone, parking lot, or bus shelter.

8.2 The Parties agree to work in good faith in negotiating and executing a three-party franchise agreement or access agreement (the “*Franchise Agreement or Access Agreement*”) no later than one year before the beginning of SR 224 BRT operations identified in Subsection 5.1. Said agreement shall include the substance of Subsection 8.1.

9. **Reports, Maps, and Records.** The City will transfer in good faith reports, maps and records related to the operation of Park City Transit within unincorporated Summit County..

10. **Closing.** The closing of the transfer of the assets referenced herein (the “*Closing*”), will take place on a date and at a time and place mutually agreeable to the Parties, but in no event later than July 1, 2021.

10.1 City Closing Deliverables. At the Closing, City shall deliver the following:

10.1.1 Bill of Sale transferring title in the District Fleet Buses to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.1.2 Kimball Quitclaim Deed, duly executed by the City, conveying all of its interests in the Kimball Junction Transit Center to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.1.3 All documents necessary for the Kimball Grant Assumption.

10.1.4 Bill of Sale transferring title in the District UTA Buses to the District. The Parties acknowledge that the Federal Transit Administration retains an ownership interest in grant-funded vehicles and facilities.

10.2 Lease Agreements. City's delivery of the items in Subsections 10.1.1-10.1.4 is contingent upon receipt of any required approval by UDOT and the FTA. The Parties anticipate that approval may not be received until after June 30, 2021 and agree to immediately enter into separate agreements to allow District's use and control of the District Fleet Buses in Subsections 1.1.1.2-1.1.1.6 as well as the Kimball Junction Transit Center (the "*Lease Agreements*"). The Parties recognize the importance and mutual benefits of working cooperatively to quickly negotiate and enter into the Lease Agreements.

11. **Representations and Warranties of the Parties.** As an inducement to the Parties to enter into this Agreement, the Parties hereby represent as follows:

11.1 Representations and Warranties of City. City hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.1.1 Authority of City. City has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by City of this Agreement, the performance by City of its obligations hereunder, and the consummation by City of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by City; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of City enforceable against City in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.1.2 No Conflicts; Consents. The execution, delivery and performance by City of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of

City; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to City; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the City is a party or by which the City may be bound or affected.

11.1.3 No Liabilities. To City's knowledge, City has no liabilities of any nature arising out of the operation of Park City Transit, whether accrued, absolute, contingent or otherwise, whether known or unknown, which would prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or cause the District or County to be liable therefor.

11.1.4 No Grants to Third Parties. To City's knowledge, City has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to District or County hereunder.

11.1.5 FTA Grants. To City's knowledge, in the exercise of reasonable prudence, City is in good standing and not in default on any FTA Grants pertaining to transit.

11.2 Representations and Warranties of County. County hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.2.1 Authority of County. County has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by the County of this Agreement, the performance by the County of its obligations hereunder, and the consummation by the County of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the County; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.2.2 No Conflicts; Consents. The execution, delivery and performance by the County of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the County; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the County; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or

both, would become a default) under any agreement or other instrument to which the County is a party or by which the County may be bound or affected.

11.2.3 No Liabilities. To the County's knowledge, County has no liabilities of any nature arising out of the County's actions and responsibilities related to transit, whether accrued, absolute, contingent or otherwise, whether known or unknown, which would prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement or cause the City or District to be liable therefor.

11.2.4 No Grants to Third Parties. To County's knowledge, County has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to District or City hereunder.

11.3 Representations and Warranties of District. District hereby represents and warrants as follows as of the date of this Agreement and remade as of the Closing:

11.3.1 Authority of District. District has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the District of this Agreement, the performance by the District of its obligations hereunder and the consummation by the District of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the District; and, assuming due execution and delivery by all Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

11.3.2 No Conflicts; Consents. The execution, delivery and performance by the District of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the District; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the District; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the District is a party or by which the District may be bound or affected.

11.3.3 No Liabilities. There are no actions pending or, to the District's knowledge, threatened that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement.

11.3.4 No Grants to Third Parties. To District's knowledge, District has not granted any rights to third parties or committed any act or omission that would impair or encumber any of the rights granted to City or County hereunder.

12. Liabilities and Indemnification.

12.1 Indemnity by City. City shall indemnify, reimburse, defend and hold harmless the County and District, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively "Losses"), suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, resulting from any breach of any representation, warranty, covenant, or agreement of the City contained in this Agreement or other instrument or document executed and delivered by the City pursuant hereto or thereto..

12.2 Indemnity by the County. The County shall indemnify, reimburse, defend, and hold harmless City and District, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, resulting from any breach of any representation, warranty, covenant, or agreement of the County contained in this Agreement or other instrument or document executed and delivered by the County pursuant hereto or thereto.

12.3 Indemnity by the District. The District shall indemnify, reimburse, defend, and hold harmless City and County, and their officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, resulting from any breach of any representation, warranty, covenant, or agreement of the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto.

13. Governmental Immunity Act. Because all Parties are governmental entities under the Utah Governmental Immunity Act of Utah, Utah Code § 63G-7-101, *et. seq.*, as amended (the "Act"), each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and no Party waives any defense available to it under the Act.

14. Relief of Obligation. This Agreement does not in any way relieve any Party of any obligation or responsibility imposed upon it by law (Utah Code § 11-13-208).

15. Survivability. The provisions of this Agreement shall survive Closing.

16. Term. This Agreement shall be in effect until December 31, 2031 unless otherwise terminated by the Parties by mutual written agreement.

17. **Miscellaneous Provisions.**

17.1 No Assignment. No Party may assign its interest in this Agreement without the written consent of the other Parties.

17.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

17.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

17.4 No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

17.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

17.6 Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

17.7 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

17.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

17.9 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

17.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

17.11 Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantine, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

17.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

17.13 Disputes.

17.13.1 Negotiation. Upon written notice of any dispute, the Parties shall attempt to resolve it promptly by good faith negotiation between the chief administrative officers of the Parties, who have authority to settle the dispute (the “*Negotiation*”). The Negotiation should be completed within thirty (30) days.

17.13.2 Mediation.

17.13.2.1 If the dispute has not been resolved by Negotiation in accordance with Section 17.13.1, then the Parties shall proceed to mediation unless the Parties at the time of the dispute agree to a different timeframe (the “*Mediation*”). A “*Notice of Mediation*” shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The Parties shall agree on a mediator; however, if they cannot agree within fourteen (14) days, then each Party shall appoint a mediator, and together those two mediators will appoint a third mediator, who shall serve as the sole mediator of the dispute. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a “*Notice of*

Impasse.” All reasonable efforts will be made to complete the Mediation within thirty (30) days of the first mediation session.

17.13.2.2 During the course of the Mediation, no Party can assert the failure to fully comply with Section 17.13.1, as a reason not to proceed or to delay the Mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the dispute until thirty (30) days after the Parties agree that the mediation is concluded or the mediator or a Party issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the Parties agree otherwise.

17.13.2.3 All communications, both written and oral, during the Negotiation and Mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process.

17.13.2.4 The Mediation process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

17.14 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery or actual receipt thereof, or (ii) three (3) business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: Summit County
Attn: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

To: High Valley Transit District
Attn: General Manager
1885 W. Ute Blvd.
Park City, Utah 84098

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

Any Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

17.15. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

17.16. Counterparts. This Agreement may be executed in counterparts and delivered by electronic transmission. Any signature on this Agreement transmitted by facsimile or electronically in PDF format or other electronic means (e.g., DocuSign) shall be deemed an original signature and may be used in lieu of the original for all purposes.

18. Cooperation. The Parties shall each designate a primary representative responsible for implementation of this Agreement. The Parties agree that their staff will confer in good faith and regularly exchange relevant information to continue collaborating on regional transportation and transit services.

19. Data Feed (Ecker Hill Park and Ride). Responsibility for the data feed to/from the Ecker Hill Park and Ride Lot shall be transferred to the District.

20. Interlocal Cooperation Act Requirements.

In satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

20.1 This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act (“UICA”), as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the UICA.

20.2 In accordance with the provisions of Utah Code § 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect. In accordance with the provisions of Utah Code § 11-13-202.5(1)(b) and where applicable, this Agreement shall be submitted to the governing body authorized to approve this Agreement.

20.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code § 11-13-209.

20.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Mayor or chief executive officer of each Party.

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

* * *

* * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

Signed this ____ day of _____, 2021.

PARK CITY MUNICIPAL
CORPORATION, a Utah municipal
corporation

ANDY BEERMAN, Mayor

ATTEST:

City Recorder

Reviewed and found to be in proper form and compliance with applicable law:

Park City Attorney's Office

* * *

Signed this ____ day of _____, 2021.

SUMMIT COUNTY, a political subdivision
of the State of Utah

Glenn Wright
Chair

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Civil Deputy

* * *

Signed this ____ day of _____, 2021.

HIGH VALLEY TRANSIT DISTRICT, a
political subdivision of the State of Utah

Kim Carson
Chair

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Civil Deputy

Resolution No. 17-2021

Resolution Adopting an Interlocal Cooperation Agreement
For Transit System Services

WHEREAS, Park City Municipal Corporation (the City) and Summit County (the County) have a long history of collaborating and jointly funding a system of public transit managed by Park City Transit; and,

WHEREAS, Summit County recently formed High Valley Transit District (the District); and,

WHEREAS, the City, the County, and the District agree to formulate a new relationship which allows for an integrated system of regional transit between the City and the County, whereby the City will provide a system of local public transit for its residents, workforce, and visitors and the District will provide regional public transit services to its residents, workforce, and visitors; and,

WHEREAS, an Interlocal Agreement will formalize this new relationship, wherein the City and County will terminate certain agreements, agree to a transfer of assets, agree to an allocation of fund balances and tax proceeds, and provide for an integrated system of regional transit.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Park City, Utah that:

The City Council authorizes the Mayor to execute an Interlocal Agreement between Park City Municipal Corporation, Summit County, and High Valley Transit District for the purposes recited above, in a form approved by the City Attorney's Office.

PASSED AND ADOPTED this 24th day of June, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2021-28, an Ordinance Adopting a Revised Budget for FY 2021 and Final Budget for FY 2022 for Park City Municipal
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[FY 2022 Final Budget Staff Report](#)

[Exhibit A: Budget Summaries](#)

[Exhibit B: Final Budget Ordinance](#)

[Exhibit C: Personnel Policies and Procedures](#)

[Exhibit D: Budget Document Policies](#)



City Council Staff Report

Subject: Final FY22 Budget Adoption
Authors: Jed Briggs, Erik Daenitz, Penny Frates
Department: Budget, Debt, & Grants
Date: June 24, 2021
Type of Item: Legislative

Summary Recommendation

Staff recommends adopting the FY22 City Manager's Recommended Budget

Executive Summary

The City Manager's Recommended (Tentative) Budget was initially presented and adopted by City Council on May 13, 2021. Over the past several weeks, staff presented various aspects of the budget to Council. This week, staff will review recommended changes to the City Manager's Recommended (Tentative) Budget based on Council input and final calculations and adjustments. Changes are summarized in this staff report.

Background

Staff presented the Tentative Budget on May 13, 2021, as required by State law, which was adopted by Council. Subsequent budget hearings were held on May 27 for the capital budget and capital projects review and June 17 for the operating budget, Elected and Statutory Officer compensation and the FY22 Fee Schedule.

The FY22 recommended budget was created under the guise of three Guiding Principles: 1) fiscal responsibility, 2) maintaining and enhancing core community public service commitments, and 3) restoring COVID-impacted budgets, where practicable, across the organization.

The timelines and process for the budget hearings is detailed below:

1. May 10 – FY22 City Manager's Recommended Budget (Tentative or Proposed Budget) published on the City's website and available to Council and the public.
2. May 13 – Presentation and adoption of Tentative Budget – strategic budget overview, timeline, and update of long-term budget strategy and revenue projections.
 - a. Council will determine time and place of public hearings leading up to adopt Final Budget on June 24, 2021.
 - b. Public hearings scheduled for May 13 and 27, and June 17 and 24, 2021, during the Regular City Council Meeting.
3. May 27 – Capital Budget & Capital Projects review – 5-year Capital Improvement Plan, Walkability, ARCST, and RDA.

4. June 17 – Operating budget review; General Fund, Personnel (pay plan, health insurance, retirement); Fee Changes, and Elected and Statutory Officer Compensation
5. June 24 – Presentation & Adoption of Final Budget
Building Authority Meeting – Public Hearing & adoption of MBA Budget
RDA Meeting – Public Hearing and adoption of the RDA Budget

Analysis:

Changes and adjustments were made from the City Manager's Recommended Budget to the Final Budget. The majority of these changes have been discussed in previous meetings.

FY21 Adjusted Budget

Every year technical adjustments are needed to align with spending, reflect current projections or add funds for grants received throughout the year. The points below reflect these budget adjustments for FY21.

- Align Self Insurance/Risk Account with actual expenses - \$50k for insurance premium cost increases
- \$800k increase for insurance claims based off of potential payouts – this increase is similar to prior year adjustments and does not reflect actual spending, budget has to be adjusted to reflect potential liability
- Increase Workers' Compensation Fund revenue by \$275k to reflect actual interfund transfers into the fund
- Net decrease of \$212k into the Fleet Fund from other funds at the City based on actual fuel and maintenance costs
- \$500k increase from the Main Street RDA Special Revenue Fund to the Main Street RDA Fund to match capital expense estimates
- \$144k increase from the General Fund to the Capital Fund to pay for equipment replacement capital budget
- Library Grants
 - o Miscellaneous donation to Capital - \$100
 - o University of Utah Cares Funding for Hot Spots - \$804.95
 - o State of Utah LTSA Cares Grant - \$1,583
- Police Grants
 - o JAG Grant - \$4,500
 - o DUI Overtime Reimbursement Grant - \$1,205.27
- Special Events Grants
 - o Restaurant Tax Grant for Summit County 4th of July celebration - \$10,000
 - o Rocky Mountain Power - \$3,000
- Ice Facility Grant
 - o Grant for After School Program and Equipment - \$3,500
- **Transportation**

- o Decreased CP0444 SR 248 New Tunnel by \$1,170,971 to close out project
- o Decreased CP0438 Remodel for Transit Driver Housing by \$283,895 to close out project
- **Revenues**
 - o Increased Resort Tax budget by \$1.3M from \$12M to \$13.3M to reflect improved economic conditions
 - o Increased Additional Resort Sales Tax budget by \$547k from \$5.2M to \$5.7M to reflect improved economic conditions
- **Debt**
 - o Increase Water Fund by \$4,539,160 to match debt service payments as determined by the latest Water Revenue Bond issued in FY20
 - o Increase Sales Tax Revenue Bond Fund by \$2,411,375 to match debt service payments accurately
 - o Increase Debt Service Fund by \$1,819,281 to match debt service payments accurately

FY22 Changes between Tentative and Final Budget

These changes reflect the difference between the Final Budget and what Council adopted as part of the Tentative Budget. In most cases, these are technical adjustments that more accurately reflect the projected expenses within a capital project, interfund transfer, or debt transactions.

- Align Self Insurance/Risk Account with actual expenses - \$50k for insurance premium cost increases
 - o Increases to the General (\$100k) and Transportation (\$122k) Funds to cover expenses associated with risk management
- Net decrease of \$212k into the Fleet Fund from other funds at the City based on actual fuel and maintenance costs
- Increase of \$225k for the Administrative Interfund Transfer (Admin IFT) from other funds at the City into the General Fund based on calculated cost estimates
- Increase Workers' Compensation Fund revenue by \$275k to reflect actual interfund transfers into the fund
- Decrease of an IFT by \$1M from General, Capital Improvement, and Main Street RDA Funds to Sales Tax Bond Debt Service Fund due to expiration of 2014A Sales Tax Bond
- Increase of \$6,875 from Lower Park RDA to Sales Tax Bond Debt Service Fund based on debt payment schedule
- Planning – Senior Planner \$143,934 (includes all benefits), net budget increase of \$11,143 (partially offset by reallocation of funds from vacant position in other department and duties being absorbed in Engineering)

- Finance – Contract services added to project multi-year contract to monitor nightly rentals and assist with online licensing program \$100,000, partially offset by decrease in Economy budget
- Budget – Increase contract services line by \$15k to pay for lodging data, partially offset by decrease in Economy budget
- Economy – Decrease contract service budget by \$25k and reallocate to the Budget and Finance departments
- Community Engagement – Digital Communications Specialist, \$94,156 (including all benefits) Communications FTE (title TBD), \$133,386 (including all benefits), Community Liaison (contract position) adjusted to 10 hours per week
- **Revenues**
 - o Increased General Sales Tax budget by \$757k from \$4.7M to \$5.5M to reflect improved economic conditions
 - o Increased Resort Tax budget by \$3.7M from \$9.2M to \$12.8M to reflect improved economic conditions
 - o Increased Additional Resort Sales Tax budget by \$1.6M from \$3.9M to \$5.6M to reflect improved economic conditions
 - o Increased Transit Sales Tax budget by \$647k from \$4.4M to \$5.0M
- **Debt**
 - o Increase Water Fund by \$4,552,969 to match debt service payments as determined by the latest Water Revenue Bond issued in FY20
 - o Decrease Golf Fund by \$24,283 due to the retirement of loan for golf carts
 - o Increase Sales Tax Revenue Bond Fund by \$2,418,250 to match debt service payments accurately
 - o Increase Debt Service Fund by \$1,809,338 to match debt service payments accurately
- **Capital Improvement Fund**
 - o Increased CP0019 Library Development & Donations by \$11,593 to reflect the reception of a State grant
 - o Increased CP0292 by \$26,000 in General Fund Transfer to reflect additional interest earning capacity on impact fees. This amount will be added to our General Fund/Impact Fee-related reimbursement strategy for 2022.
 - o Increased CP0005 City Park Improvements by \$140,235 to reflect an increase in Impact Fee revenue balance and accrued interest
 - o Increased CP0041 Trails Master Plan Implementation by \$53,543 to reflect an increase in Impact Fee revenue balance and accrued interest
 - o Increased CP0001 Planning/Capital analysis by \$15,000 to reflect an increase in Impact Fee revenue balance and accrued interest
- **Transit Fund**
 - o Transit Rolling Stock CP009 – Increased federal grants budget by \$43,165 and decreased the transit sales tax budget by \$304,851 due to updates in

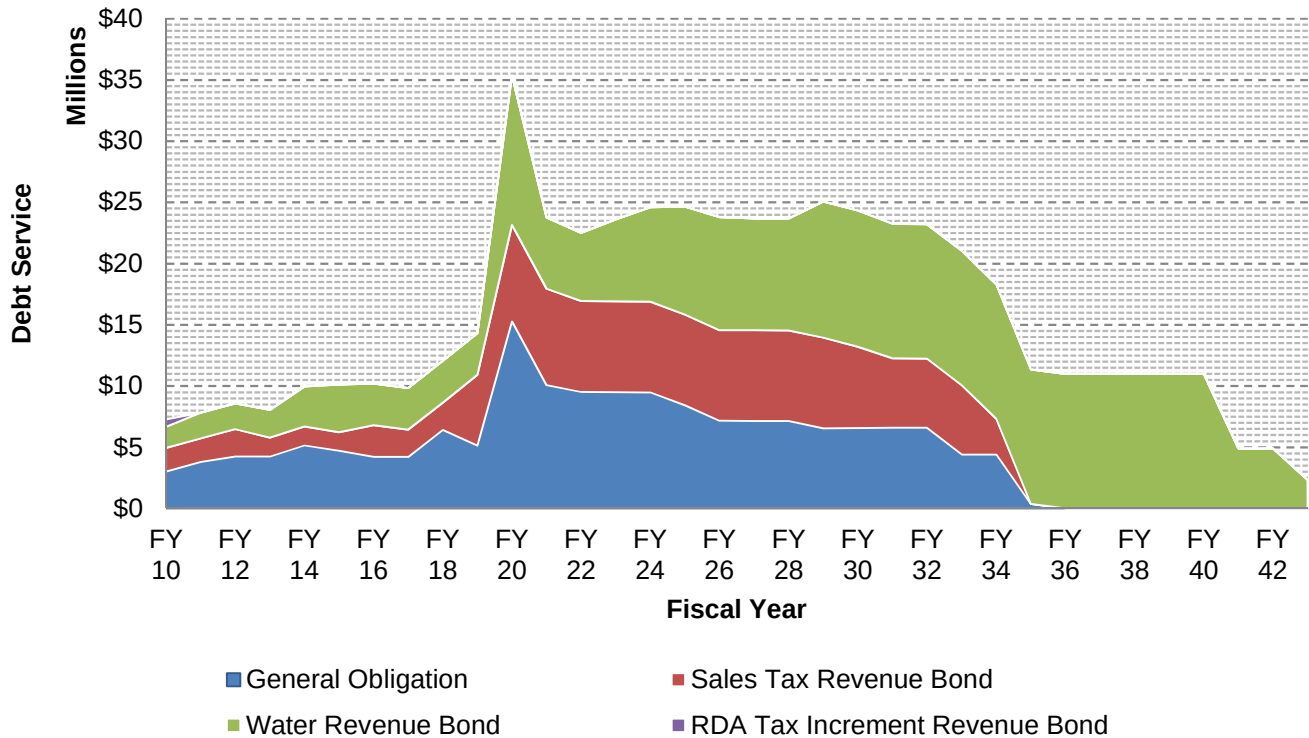
the electric bus procurement. These changes reflect the most current financial scenario that uses the VW match money for the local match of federal grants

- o CP0244 Transit Contribution to County - Increasing it by \$192,194 which should be the exact amount we owe the county for operating assistance on the FFY19 grant
- o CP0478 Pathway along Silver King, Three Kings & Thayne's moved \$960K from FY25 to FY24
- o CP0411 SR248/US 40 Park and Ride Lot
 - Added \$1.8M to FY22 Third Quarter County Tax, reduced \$400k from FY24
 - Reduced Federal Grant funding from FY24 by \$2M, added \$600k to FY23
- o CP0540 Snow Creek Crossing – Reduced \$300k in Third Quarter Tax in FY23, added \$350k to FY22
- o CP0385 Park Avenue Reconstruction added \$260k to FY23 of Third Quarter County Tax
- o CP0465 SR-248 Corridor and Safety Improvement added \$1M in FY24 due to DMV money coming from Summit County
- o \$2.5M increase to Regional Transit Revenue based on separation with Summit County terms

Debt Service

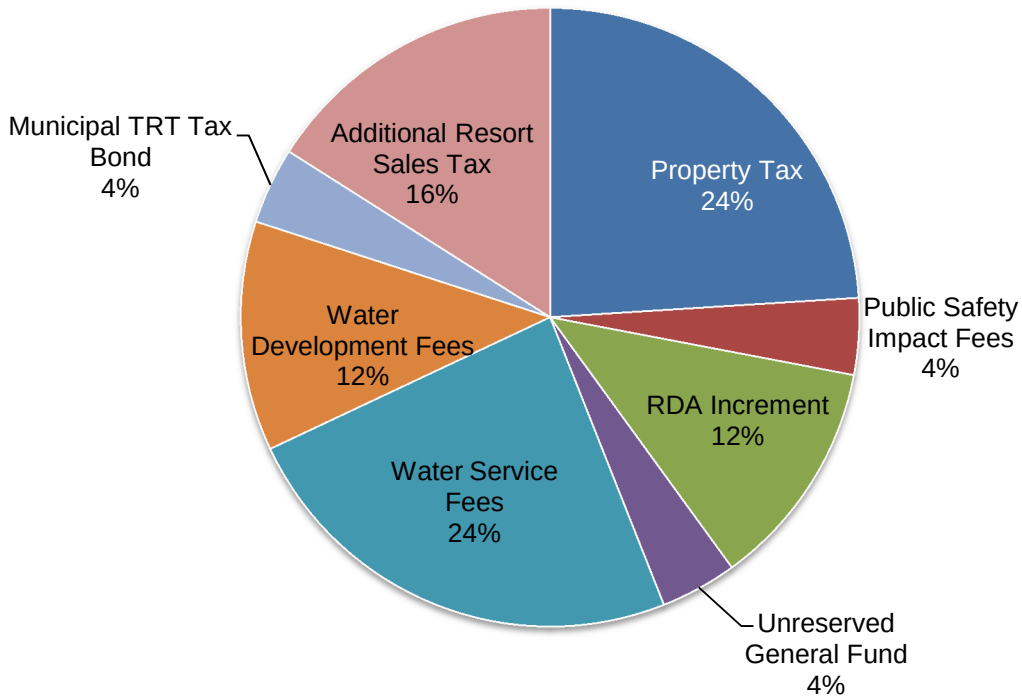
Park City has various bond issuances outstanding. The debt service to be paid on these bonds is detailed below. Debt service expense comprises 7.9% of the FY21 budgeted expenses, and 7.5% of the FY22 Budget. Comparatively, these amounts are well within responsible ranges for a municipality. The Utah State code states that direct debt (GO Bonds) issued by a municipal corporation should not exceed 4% of the assessed valuation—Park City has a more stringent policy of 2% of assessed valuation.

Annual Debt Service (by Type)



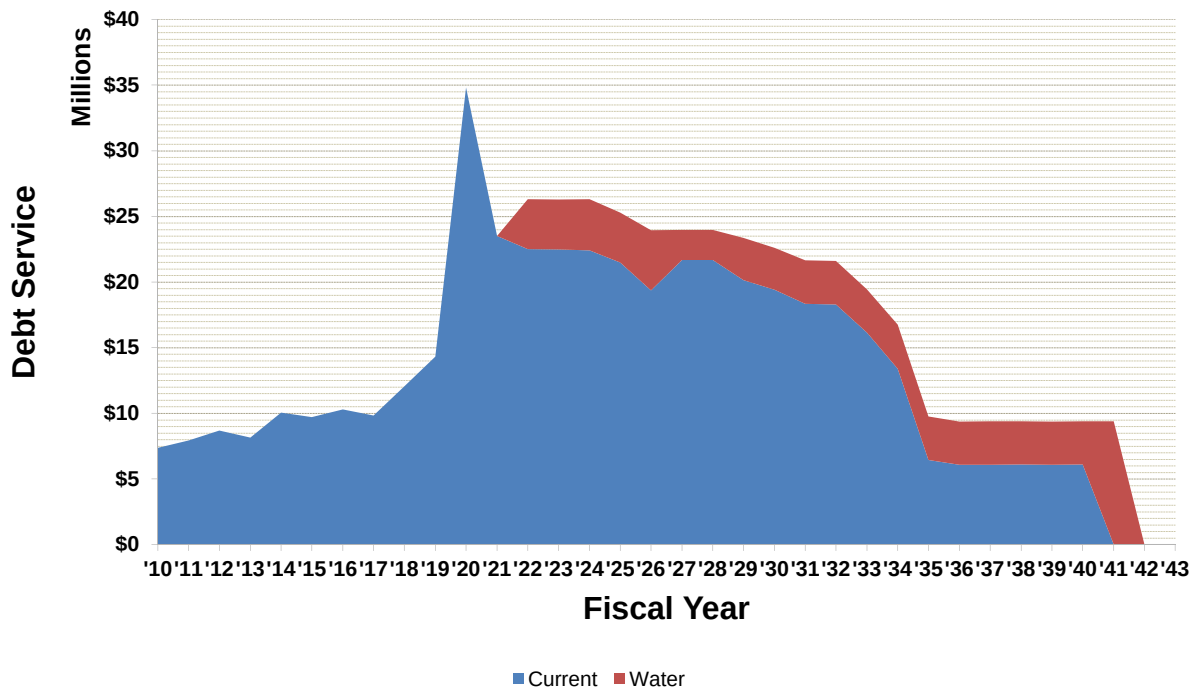
Funding sources for debt service payments in FY21 are detailed below. General Obligation Bonds have property tax as a dedicated source for repayment, while Water Bonds generally have water service fees as a dedicated revenue source. RDA Bonds are backed by property tax increment. Sales Tax Bonds are backed by sales tax revenue, but the City has dedicated a number of revenue sources for repayment, including lease revenue, impact fees, and unreserved general fund revenue.

FY 2021 Debt Service Sources



Perhaps the most significant measure related to debt service is the amount of debt that is secured by a non-dedicated revenue source. As previously discussed, the majority of the City's debt service is paid for with dedicated revenue such as water fees, property tax, or property tax increment, all of which the City can influence through rate adjustments. The City's five-year Capital Improvement Plan outlines the plan to bond for public utility projects in FY22.

Long-Term Debt (Current & Water Future Issuance)



Pay Plan Philosophy

At the June 17, 2021, City Council meeting, staff presented the City Manager's recommended pay plan. Mercer, Inc., an industry leader in pay equity, was hired in FY19 to review and benchmark 125 PCMC jobs (covering 281 employees) to the external market. At the time, PCMC was experiencing higher than average attrition, an escalating housing crisis, and extremely low unemployment and growing competitiveness of jobs along the Wasatch Back and Front. The following steps were taken to ensure appropriate external market comparability:

- Determined appropriate benchmarking methodology
- Reviewed PCMC job descriptions
- Matched PCMC jobs to selected compensation survey jobs

The City also formed a Blue-Ribbon Committee as a barometer to utilize community experts and an objective, third-party lens from local employers and professionals with regard to the sometimes sensitive topic of public employee compensation.

The FY22 budget recommendation seeks to increase wages to align with the 75th percentile of the market rate, over the course of two years. During the work session on June 17th, Council asked to consider accelerating the phased approach. This gracious suggestion would add an additional \$400k to the General Fund budget for FY22. While extremely grateful for this demonstration of support, given the tight timeframe to adequately prepare a proposal and time delay on collecting FY21 revenues, we

recommend postponing additional changes until Fall. Staff remains confident that, due to our proactive budgeting and management philosophy, adequate budgets are available to make the most important adjustments prior to Fall. For example:

1. **Pay Philosophy** – The City budgets positions at the top of the grade (or range of pay); however, most positions take several years to get near the top and require a host of employee and manager actions – positive performance reviews, additional education/certifications, longevity, etc. Managers are poised to assess and recommend appropriate pay levels for their existing and open positions with the budget recommended until this Fall
2. **Funding** – Staff presented a balanced FY22 budget for adoption, and we will continue to update revenue projections as we close out FY21. For example, three months of sales taxes remain uncollected for FY21. Those revenues will be collected by early Fall, which may help fund additional progress in the near term towards the 75th percentile.

Again, staff is very appreciative of Council's consideration regarding the importance of public employee compensation. After managers assess and make pay level recommendations for their employees combined with the organization having a clearer picture of final FY21 revenues, Budget Staff will return to Council with a financial update.

Personnel Policies and Procedures Changes

Personnel policies and Procedures have been reviewed and multiple changes were made in style, grammar, and clarity. Changes include updating references to the personnel change process due to introducing the electronic Laserfiche system and references to teams due to the management team structure changes. Changes for Transit timekeeping practices have also been updated. The new federal holiday, Juneteenth, has been added as an observed City holiday. See Exhibit C for detail.

Budget Policies Changes

The Post Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds section is updated to add language for conduit financing. See Exhibit D for detail.

Attachments:

A – Budget Summaries

B – Final Budget Adoption Ordinance

- C – Personnel Policies and Procedures**
- D – Excerpt showing updates to Budget Policies**

Expenditure Summary by Fund and Major Object (FY 2021 Original Budget)

Description	Personnel FY 2021	Mat, Supplies, Services FY 2021	Capital FY 2021	Debt Service FY 2021	Contingency FY 2021	Sub - Total FY 2021	Interfund Transfer FY 2021	Ending Balance FY 2021	Total FY 2021
Park City Municipal Corporation									
011 GENERAL FUND	\$23,607,514	\$8,106,143	\$307,620	\$0	\$700,000	\$32,721,277	\$2,834,061	\$7,504,960	\$43,060,298
012 QUINNS RECREATION COMPLEX	\$902,829	\$348,835	\$1,000	\$0	\$0	\$1,252,664	\$0	\$-6,033,938	\$-4,781,273
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 DRUG CONFISCATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$37,534,575	\$0	\$0	\$37,534,575	\$3,580,329	\$3,128,714	\$44,243,618
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,460,138	\$0	\$0	\$1,460,138	\$0	\$7,429	\$1,467,567
051 WATER FUND	\$3,258,424	\$3,589,138	\$40,896,797	\$1,028,266	\$0	\$48,772,625	\$1,773,085	\$4,484,094	\$55,029,804
052 STORM WATER FUND	\$607,137	\$290,025	\$1,221,500	\$0	\$0	\$2,118,662	\$127,425	\$58,813	\$2,304,900
055 GOLF COURSE FUND	\$899,687	\$486,435	\$114,565	\$24,283	\$0	\$1,524,970	\$134,913	\$26,248	\$1,686,131
057 TRANSPORTATION & PARKING FUND	\$8,902,923	\$2,268,672	\$8,281,094	\$0	\$0	\$19,452,689	\$3,334,501	\$2,187,998	\$24,975,188
058 PARKING FUND	\$849,924	\$707,900	\$125,000	\$0	\$0	\$1,682,824	\$8,000	\$2,338,730	\$4,029,554
062 FLEET SERVICES FUND	\$995,989	\$1,853,155	\$0	\$0	\$0	\$2,849,144	\$0	\$864,661	\$3,713,805
064 SELF INSURANCE FUND	\$0	\$1,733,060	\$0	\$0	\$0	\$1,733,060	\$0	\$493,142	\$2,226,202
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$5,040,066	\$0	\$5,040,066	\$0	\$27,906,245	\$32,946,311
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$7,699,000	\$0	\$7,699,000	\$0	\$2,581,847	\$10,280,847
Total Park City Municipal Corporation	\$40,024,428	\$19,383,363	\$89,942,289	\$13,791,615	\$700,000	\$163,841,695	\$11,792,314	\$45,548,943	\$221,182,953
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$31,958	\$692,300	\$0	\$0	\$0	\$724,258	\$3,092,532	\$2,689,797	\$6,506,587
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$700,000	\$994,151	\$2,149,151
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$255,000	\$0	\$0	\$255,000	\$2,782,840	\$340,776	\$3,378,616
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$0	\$0	\$0	\$0	\$1,046,777	\$5,853	\$1,052,630
Total Park City Redevelopment Agency	\$31,958	\$1,147,300	\$255,000	\$0	\$0	\$1,434,259	\$7,622,149	\$4,030,577	\$13,086,985
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440,916	\$440,916
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440,916	\$440,916
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$40,056,387	\$20,530,663	\$90,197,289	\$13,791,615	\$700,000	\$165,275,954	\$19,414,463	\$50,020,436	\$234,710,853

Expenditure Summary by Fund and Major Object (FY 2021 Adjusted Budget)

Description	Personnel FY 2021	Mat, Supplies, Services FY 2021	Capital FY 2021	Debt Service FY 2021	Contingency FY 2021	Sub - Total FY 2021	Interfund Transfer FY 2021	Ending Balance FY 2021	Total FY 2021
Park City Municipal Corporation									
011 GENERAL FUND	\$23,810,858	\$11,948,355	\$335,320	\$0	\$700,000	\$36,794,534	\$2,880,849	\$14,053,298	\$53,728,681
012 QUINNS RECREATION COMPLEX	\$860,060	\$355,485	\$1,000	\$0	\$0	\$1,216,545	\$0	\$-5,727,889	\$-4,511,343
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$35,773	\$0	\$0	\$35,773	\$0	\$0	\$35,773
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$23,168	\$0	\$0	\$23,168	\$0	\$0	\$23,168
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$86,741,120	\$0	\$0	\$86,741,120	\$3,589,254	\$8,076,937	\$98,407,311
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$2,577,863	\$0	\$0	\$2,577,863	\$0	\$313,515	\$2,891,378
051 WATER FUND	\$3,258,424	\$3,589,138	\$75,214,366	\$5,567,426	\$0	\$87,629,353	\$1,777,085	\$861,624	\$90,268,063
052 STORM WATER FUND	\$607,137	\$290,025	\$1,578,834	\$0	\$0	\$2,475,996	\$127,775	\$453,808	\$3,057,579
055 GOLF COURSE FUND	\$899,687	\$486,435	\$313,682	\$24,283	\$0	\$1,724,087	\$134,513	\$740,043	\$2,598,643
057 TRANSPORTATION & PARKING FUND	\$8,909,323	\$2,268,672	\$18,855,935	\$0	\$0	\$30,033,931	\$3,043,501	\$6,035,444	\$39,112,876
058 PARKING FUND	\$849,924	\$707,900	\$250,000	\$0	\$0	\$1,807,824	\$16,500	\$1,282,502	\$3,106,826
062 FLEET SERVICES FUND	\$995,989	\$1,853,155	\$0	\$0	\$0	\$2,849,144	\$0	\$638,176	\$3,487,320
064 SELF INSURANCE FUND	\$0	\$2,583,060	\$0	\$0	\$0	\$2,583,060	\$0	\$522,814	\$3,105,874
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$7,454,365	\$0	\$7,454,365	\$0	\$26,123,690	\$33,578,055
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$9,522,280	\$0	\$9,522,280	\$0	\$1,680,641	\$11,202,921
Total Park City Municipal Corporation	\$40,191,403	\$24,082,225	\$185,927,060	\$22,568,354	\$700,000	\$273,469,043	\$11,569,477	\$55,054,603	\$340,093,124
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$31,958	\$692,300	\$0	\$0	\$0	\$724,258	\$3,092,532	\$1,480,029	\$5,296,819
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$1,200,000	\$812,130	\$2,467,130
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$2,505,623	\$0	\$0	\$2,505,623	\$2,780,340	\$417,505	\$5,703,468
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$397,971	\$0	\$0	\$397,971	\$1,046,777	\$490,567	\$1,935,315
Total Park City Redevelopment Agency	\$31,958	\$1,147,300	\$2,903,594	\$0	\$0	\$4,082,853	\$8,119,649	\$3,200,231	\$15,402,733
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$40,223,362	\$25,229,526	\$188,830,655	\$22,568,354	\$700,000	\$277,551,896	\$19,689,126	\$58,704,025	\$355,945,048

Expenditure Summary by Fund and Major Object (FY 2022 Original Budget)

Description	Personnel FY 2022	Mat, Supplies, Services FY 2022	Capital FY 2022	Debt Service FY 2022	Contingency FY 2022	Sub - Total FY 2022	Interfund Transfer FY 2022	Ending Balance FY 2022	Total FY 2022
Park City Municipal Corporation									
011 GENERAL FUND	\$26,173,591	\$10,340,190	\$346,443	\$0	\$300,000	\$37,160,224	\$3,084,785	\$12,382,538	\$52,627,547
012 QUINNS RECREATION COMPLEX	\$944,214	\$379,800	\$1,000	\$0	\$0	\$1,325,014	\$0	\$-6,139,275	\$-4,814,261
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$16,556,629	\$0	\$0	\$16,556,629	\$4,174,626	\$27,326,315	\$48,057,570
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,585,600	\$0	\$0	\$1,585,600	\$0	\$313,515	\$1,899,115
051 WATER FUND	\$3,709,472	\$4,109,243	\$37,422,575	\$5,577,420	\$0	\$50,818,710	\$1,807,429	\$1,087,844	\$53,713,983
052 STORM WATER FUND	\$668,062	\$291,444	\$1,121,500	\$0	\$0	\$2,081,006	\$135,448	\$237,354	\$2,453,808
055 GOLF COURSE FUND	\$915,363	\$517,875	\$114,565	\$0	\$0	\$1,547,803	\$142,377	\$438,113	\$2,128,293
057 TRANSPORTATION & PARKING FUND	\$7,241,515	\$1,915,272	\$19,186,993	\$0	\$0	\$28,343,780	\$3,306,502	\$6,622,049	\$38,272,331
058 PARKING FUND	\$886,149	\$706,500	\$125,000	\$0	\$0	\$1,717,649	\$16,500	\$2,151,717	\$3,885,866
062 FLEET SERVICES FUND	\$1,018,016	\$1,853,155	\$0	\$0	\$0	\$2,871,171	\$0	\$115,705	\$2,986,876
064 SELF INSURANCE FUND	\$0	\$1,446,500	\$0	\$0	\$0	\$1,446,500	\$0	\$934,764	\$2,381,264
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$6,972,216	\$0	\$6,972,216	\$0	\$26,113,690	\$33,085,906
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$9,509,688	\$0	\$9,509,688	\$0	\$1,720,007	\$11,229,695
Total Park City Municipal Corporation	\$41,556,383	\$21,559,979	\$76,460,306	\$22,059,324	\$300,000	\$161,935,992	\$12,667,667	\$73,304,336	\$247,907,995
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$0	\$692,300	\$0	\$0	\$0	\$692,300	\$3,092,532	\$1,947,197	\$5,732,029
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$700,000	\$933,449	\$2,088,449
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$255,000	\$0	\$0	\$255,000	\$2,787,590	\$467,447	\$3,510,037
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$30,000	\$0	\$0	\$30,000	\$0	\$1,160,567	\$1,190,567
Total Park City Redevelopment Agency	\$0	\$1,147,300	\$285,000	\$0	\$0	\$1,432,300	\$6,580,122	\$4,508,660	\$12,521,082
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$41,556,383	\$22,707,279	\$76,745,306	\$22,059,324	\$300,000	\$163,368,292	\$19,247,789	\$78,262,187	\$260,878,268

All Funds Combined

Revenue	Actual FY 2018	Actual FY 2019	Actual FY 2020	Actual FY 2021	Original FY 2021	Adjusted FY 2021	Collection % FY 2021	Original FY 2022
RESOURCES								
Property Taxes	\$21,149,343	\$21,368,077	\$25,486,395	\$27,988,278	\$25,378,173	\$27,682,173	101%	\$27,430,335
Sales Tax	\$26,024,963	\$29,273,042	\$30,409,928	\$27,473,268	\$23,489,626	\$27,989,626	98%	\$32,326,725
Franchise Tax	\$3,147,847	\$3,230,881	\$3,161,759	\$2,758,185	\$3,229,380	\$3,229,380	85%	\$3,261,596
Licenses	\$1,387,755	\$1,395,163	\$1,315,865	\$1,212,774	\$979,790	\$979,790	124%	\$1,437,989
Planning Building & Engineering Fees	\$4,606,175	\$5,820,662	\$7,513,747	\$4,917,895	\$3,646,825	\$4,546,825	108%	\$5,157,166
Special Event Fees	\$60,697	\$178,413	\$178,672	\$8,081	\$127,595	\$127,595	6%	\$115,681
Federal Revenue	\$2,733,886	\$3,969,044	\$5,698,041	\$5,173,384	\$3,642,753	\$19,127,233	27%	\$20,638,912
State Revenue	\$520,528	\$518,845	\$818,625	\$528,573	\$501,187	\$501,187	105%	\$440,577
County/SP District Revenue	\$2,537,580	\$705,240	\$3,888,378	\$1,128,101	\$2,055,705	\$2,066,005	55%	\$474,143
Water Charges for Services	\$19,159,083	\$20,092,203	\$19,944,310	\$19,879,383	\$21,889,201	\$21,889,201	91%	\$21,819,145
Transit Charges for Services	\$6,247,276	\$7,425,047	\$5,286,336	\$828,747	\$9,366,000	\$4,566,000	18%	\$6,080,819
Cemetery Charges for Services	\$29,186	\$18,816	\$22,922	\$18,237	\$95,465	\$95,465	19%	\$80,182
Recreation	\$3,557,947	\$3,348,293	\$3,294,003	\$3,637,895	\$2,756,197	\$2,756,197	132%	\$3,267,017
Ice	\$833,126	\$828,397	\$691,828	\$564,804	\$612,867	\$612,867	92%	\$907,421
Other Service Revenue	\$57,470	\$45,786	\$59,527	\$45,553	\$151,702	\$151,702	30%	\$56,768
Library Fees	\$27,946	\$20,198	\$14,357	\$11,695	\$18,645	\$18,645	63%	
Fines & Forfeitures	\$2,240,548	\$2,611,357	\$1,934,534	\$856,485	\$2,603,364	\$2,603,364	33%	\$2,603,364
Misc. Revenues	\$8,809,064	\$4,078,297	\$8,426,163	\$2,986,886	\$15,507,058	\$15,782,058	19%	\$15,946,624
Interfund Transactions (Admin)	\$6,187,564	\$6,821,583	\$6,898,975	\$4,915,439	\$6,871,385	\$6,495,085	76%	\$6,882,441
Interfund Transactions (CIP/Debt)	\$41,562,627	\$73,024,818	\$17,718,703	\$11,497,794	\$12,543,078	\$13,194,041	87%	\$12,365,348
Special Revenues & Resources	\$1,719,697	\$1,059,990	\$1,000,912	\$4,127,277	\$639,127	\$3,839,127	108%	\$691,988
Bond Proceeds	\$35,227,871	\$85,387,786	\$10,768,465		\$9,000,000	\$67,000,000		\$40,190,000
Beginning Balance	\$74,767,615	\$83,191,254	\$117,717,331		\$89,605,728	\$130,691,480		\$58,704,025
TOTAL	\$262,595,797	\$354,413,190	\$272,249,775	\$120,558,734	\$234,710,851	\$355,945,046	1,477	\$260,878,266

Change in Fund Balance

Fund	Actuals FY 2018	Actuals FY 2019	Actuals FY 2020	Budget FY 2021	Adjusted FY 2021	Change Actual to Adj FY 2021	% Inc (red) FY 2021	Budget FY 2022	Change Ori to Adj FY 2022	% Inc (red) FY 2022
Park City Municipal Corporation										
011 GENERAL FUND	\$12,266,079	\$13,995,937	\$12,987,123	\$7,504,960	\$14,053,298	\$1,066,175	8%	\$12,382,538	\$-1,670,760	-12%
012 QUINNS RECREATION COMPLEX	\$-4,450,108	\$-4,803,352	\$-5,138,717	\$-6,033,938	\$-5,727,889	\$-589,172	11%	\$-6,139,275	\$-411,386	7%
021 POLICE SPECIAL REVENUE FUND	\$34,404	\$35,773	\$35,773	\$0	\$0	\$-35,773	-100%	\$0	\$0	
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$23,168	\$23,168	\$23,168	\$0	\$0	\$-23,168	-100%	\$0	\$0	
031 CAPITAL IMPROVEMENT FUND	\$40,859,511	\$47,522,284	\$59,750,463	\$3,128,714	\$8,076,937	\$-51,673,526	-86%	\$27,326,315	\$19,249,378	238%
038 EQUIPMENT REPLACEMENT CIP	\$1,990,746	\$1,912,090	\$1,431,240	\$7,429	\$313,515	\$-1,117,725	-78%	\$313,515		
051 WATER FUND	\$2,415,273	\$8,601,446	\$11,194,924	\$4,484,094	\$861,624	\$-10,333,300	-92%	\$1,087,844	\$226,220	26%
052 STORM WATER FUND	\$598,027	\$717,233	\$1,057,579	\$58,813	\$453,808	\$-603,771	-57%	\$237,354	\$-216,454	-48%
055 GOLF COURSE FUND	\$1,210,441	\$1,234,194	\$1,195,758	\$26,248	\$740,043	\$-455,715	-38%	\$438,113	\$-301,930	-41%
057 TRANSPORTATION & PARKING FUND	\$13,647,186	\$13,034,167	\$11,187,402	\$2,187,998	\$6,035,444	\$-5,151,958	-46%	\$6,622,049	\$586,605	10%
058 PARKING FUND	\$0	\$0	\$503,462	\$2,338,730	\$1,282,502	\$779,040	155%	\$2,151,717	\$869,215	68%
062 FLEET SERVICES FUND	\$1,207,403	\$1,210,535	\$1,138,620	\$864,661	\$638,176	\$-500,444	-44%	\$115,705	\$-522,471	-82%
064 SELF INSURANCE FUND	\$1,163,647	\$1,348,568	\$1,431,831	\$493,142	\$522,814	\$-909,017	-63%	\$934,764	\$411,950	79%
070 SALES TAX REV BOND - DEBT SVS FUND	\$7,396,945	\$25,749,908	\$26,139,189	\$27,906,245	\$26,123,690	\$-15,499	0%	\$26,113,690	\$-10,000	0%
071 DEBT SERVICE FUND	\$710,461	\$1,575,743	\$1,641,274	\$2,581,847	\$1,680,641	\$39,367	2%	\$1,720,007	\$39,366	2%
Total Park City Municipal Corporation	\$79,073,183	\$112,157,694	\$124,579,089	\$45,548,943	\$55,054,603	\$-69,524,486	-529%	\$73,304,336	\$18,249,733	248%
Park City Redevelopment Agency										
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$857,555	\$1,604,087	\$1,044,819	\$2,689,797	\$1,480,029	\$435,210	42%	\$1,947,197	\$467,168	32%
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$730,611	\$904,151	\$1,272,130	\$994,151	\$812,130	\$-460,000	-36%	\$933,449	\$121,319	15%
033 REDEVELOPMENT AGENCY- LOWER PRK	\$1,026,025	\$1,774,703	\$2,610,936	\$340,776	\$417,505	\$-2,193,431	-84%	\$467,447	\$49,942	12%
034 REDEVELOPMENT AGENCY- MAIN ST	\$1,073,963	\$835,780	\$735,315	\$5,853	\$490,567	\$-244,748	-33%	\$1,160,567	\$670,000	137%
Total Park City Redevelopment Agency	\$3,688,154	\$5,118,721	\$5,663,200	\$4,030,577	\$3,200,231	\$-2,462,969	-112%	\$4,508,660	\$1,308,429	195%
Municipal Building Authority										
035 BUILDING AUTHORITY	\$429,917	\$440,916	\$449,191	\$440,916	\$449,191			\$449,191		
Total Municipal Building Authority	\$429,917	\$440,916	\$449,191	\$440,916	\$449,191			\$449,191		

Ordinance No. 2021-28

**ORDINANCE ADOPTING A REVISED BUDGET FOR FY 2021 AND FINAL
BUDGET FOR FY 2022 FOR PARK CITY MUNICIPAL**

WHEREAS, the Utah State law requires that city budgets be adopted by ordinance:
and;

WHEREAS, a public hearing was held on May 13, May 27, June 17, and June 24,
2021 at the City Council's regularly scheduled meetings, complying with State law;

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

SECTION 1. 2021 REVISED BUDGET ADOPTED. The revised budget as
outlined in the City Manager's Recommended Budget presented on May 13, 2021 and with
changes as summarized in the Attachments to this ordinance is hereby adopted as the
Revised FY 2021 Operating Budget for Park City Municipal Corporation and its related
agencies.

SECTION 2. 2022 BUDGET ADOPTED. The budget as outlined in the City
Manager's Recommended Budget presented on May 13, 2021 and with changes as
summarized in the Attachments to this ordinance is hereby adopted as the budget for FY
2022 for Park City Municipal Corporation and its related agencies.

SECTION 3. CERTIFIED PROPERTY TAX RATE. The City's Budget Officer is
authorized to compute and file the City's Certified Property Tax rate for FY 2022 at a "no
tax increase rate". This ordinance hereby adopts the Certified Property Tax rate for FY
2022. The Budget Officer is also authorized to compute the City's Certified Property Tax
rate for the issuance of General Obligation Bonds as approved by voters in November of
2001, 2002, 2006, 2007, and 2016.

SECTION 4. EFFECTIVE DATE. Section 1 for the 2021 Revised Budget shall take
effect upon publication and Section 2 for the 2022 Budget shall take effect on July 1, 2021.

PASSED AND ADOPTED this 24th day of June, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office



Personnel Policy & Procedures

Effective July 30,

2120

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Park City Municipal Corporation

Policies and Procedures Do Not Constitute a Contract

The information contained in this policies and procedures manual was prepared as a guide to provide employees a better understanding of the responsibilities and obligations of employment with Park City Municipal (“City”). The policies and procedures stated in this manual and other personnel statements or materials issued by the City are not intended to create either express or implied contract rights respecting the procedures, terms, conditions, or duration of employment or any other obligation or liability part of the City. The City hereby reserves the right and authorizes the City Manager to unilaterally alter, amend or revoke any policy, practice, or procedure without notice at any time and for any reason. The City’s affirmative prohibition of certain discriminatory or other conduct does not create any contract, duty, obligation or liability on the part of the City.

Section One (1)

GENERAL PROVISIONS

This manual is published to provide guidelines to the Policies and Procedures of Park City Municipal Corporation ("City"). These policies shall be adopted and amended at the City Council's discretion with recommendations from the City Manager. They shall be subject and subordinate to applicable federal and state laws, rules, and regulations, and local ordinances. The City Manager may at any time, without notice, temporarily suspend or amend any policy herein by filing a written order with the Human Resources Manager. Such temporary policies shall be effective no longer than six months without the approval of the City Council.

1.1 Interpretation

The City Manager shall exclusively hold the final authority, subject to appeal, to interpret these policies, rules, and procedures adopted hereunder. Such authority shall include applying these policies, rules, and procedures to specific employees, positions, and circumstances.

It is the responsibility of all city employees to be familiar with the City's policies and procedures.

All Managers should be familiar with the policies and procedures set forth in this manual so that they can address any questions and offer clear, accurate interpretations to any employee asking questions or desiring information on City policy or procedure.

Exceptions to any policy in this manual must have the approval of the City Manager.

1.2 Applicability

Except as expressly provided otherwise in this manual, these policies shall apply to all full-time regular, part-time, seasonal, student intern, special employment agreements, and volunteers. The exceptions are those positions which by ordinance report directly to the City Council. These policies shall not apply to persons or firms rendering services to the City as "independent contractors." Employees under special employment agreements are covered under the policies and procedures in this manual except where superseded by terms of their contracts.

1.3 Violations

Violation of any personnel policy, rule, or procedure adopted hereunder shall be grounds for disciplinary action up to and including termination.

1.4 Maintenance

This manual shall be maintained and updated by the Human Resources Manager as directed by the City Manager. The Legal Department and a City Manager appointed Policies and Procedures (P&P) Task Force shall review this manual annually. The official copy of the Personnel Policies and Procedures shall be kept in the Human Resources department and is available on the employee portal ep.parkcity.org. Any employee with questions on the interpretation of a policy or whether or not a policy is current should check with Human Resources for clarification.

Employees who wish to suggest changes to this manual are encouraged to provide that information in writing to Human Resources and/or their manager for review.

1.5 Departmental Rules

Individual departments within the City may establish policies and rules that are more restrictive than those set forth in this manual. These department rules may not be less restrictive than the rules set forth herein. City Departments may establish policies that apply to only a specific group (Front Desk in Recreation, Ice Rink Supervisors, etc.). Department Policies must be submitted first to the Human Resources Department and be approved before they are made effective. Department Policies must be resubmitted both annually during April and any time changes are made for pre-approval. The HR Manager must always approve job-specific training manuals before initiating within the department.

1.6 Notice of Federal/State Employment Laws

Title VII of the Civil Rights Act of 1964 as amended

Prohibits employment discrimination based on race, color, religion, sex or national origin and protects qualified applicants and employees in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment.

Utah Antidiscrimination Act

The City may not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. In addition, a covered employer may not refuse to reasonably accommodate gender identity in dress/grooming standards and facilities.

The Americans with Disabilities Act of 1990 (ADA)

The ADA as amended, including the Americans with Disabilities Act Amendments of 2008

(ADAA), prohibits discrimination on the basis of disability and protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship on the employer. The law covers applicants and employees of local governments including Park City Municipal Corporation.

[The Health Insurance Portability and Accountability Act \(HIPAA\)](#)

HIPAA, as amended, protects employee's and their family's privacy as it relates to the treatment of pre-existing conditions, certificates of credible coverage, special enrollment rights, availability of coverage, non-discrimination and protected health information.

[The Age Discrimination in Employment Act of 1967 as amended](#)

Protects applicants and employees ages 40 years and older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

[The Genetic Information Nondiscrimination Act of 2008](#)

Protects employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. It prohibits employers from acquiring genetic information from applicants, employees, or their family members.

[The Equal Pay Act as amended](#)

Prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

[Section 504 of the Rehabilitation Act of 1973 as amended](#)

Prohibits employment discrimination on the basis of disability in any program or activity which receives federal financial assistance. Discrimination is prohibited in all aspects of employment against disabled persons who, with reasonable accommodation, can perform the essential functions of a job.

[Consolidated Omnibus Reconciliation Act of 1986 \(COBRA\)](#)

COBRA allows certain terminated employees, their spouses, and dependent children to continue medical and dental coverage under the group plan at their own costs for a period not to exceed 18 months, in most cases, and up to 29 to 36 months in some cases.

[The Family and Medical Leave Act of 1993 \(FMLA\)](#)

Grants eligible employees the statutory right to take unpaid, job-protected leave under defined medical or other specified circumstances for up to twelve workweeks (480 hours) of leave in a 12-month period. FMLA applies to all City employees who have met certain conditions. In both types of FMLA leave, the City calculates the 12-month period as a 'rolling' twelvemonths. See section [4.19 Family Medical Leave](#).

For circumstances regarding a covered military service-member, FMLA allows up to twenty-six workweeks (1040 hours) of leave during a single 12-month period to care for a covered Service-member with a serious injury or illness if the eligible employee is the service-member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

There are two additional but separate types of paid leave which may be used in conjunction with FMLA: Sick Leave FMLA to care for one's self, and Sick Leave Family FMLA to care for an immediate family member or Domestic Partner. For eligibility and requirements, see section [4.16 Sick Leave & Sick Leave FMLA](#), and section [4.17 Sick Leave Family, and Sick Leave Family FMLA](#).

If you believe that you have been discriminated against under any of the above laws, please contact the Human Resources Department, the Legal Department or the City Manager. Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all these federal laws. See section [5.11 Retribution and/or Retaliation](#).

Section Two (2) **EMPLOYMENT**

2.1 Equal Employment Opportunity

Park City Municipal Corporation ("City") is dedicated to equal employment and advancement opportunities. It is the City's policy to provide equal employment opportunities to all individuals based on job-related qualifications and ability to perform a job, without regard to age, sex, race, color, religion, creed, national origin, sexual orientation, gender identity, disability, pregnancy, childbirth, pregnancy-related condition or marital status, and to maintain an environment free from intimidation and harassment based upon these grounds.

2.2 Appointments

Employees' jobs are governed by the U.S. Department of Labor <http://www.dol.gov> and are either "exempt" or "nonexempt." Nonexempt employees are entitled to overtime pay. Exempt employees are not entitled to overtime pay.

The State of Utah is an "at-will" employment state. Accordingly, all appointments not subject to [Utah Code Section §10-3-1105\(1\)](#), as amended, are "at-will" employment and may be terminated at the convenience of the City Manager at any time with or without cause. All vacancies shall be filled by full-time regular appointment, part-time appointment, seasonal appointment, acting appointment, promotion, transfer, demotion, or special employment agreement. All full-time regular appointments must fill an approved budgeted position. Full-time regular appointments and special employment agreements shall be recommended by the Department Manager and submitted to the Human Resources Department for review. Following review, the Human Resources Department will submit the recommendations to the City Manager for final review and approval. The Department Manager shall submit all part-time and seasonal appointments to Human Resources for review and approval. Supervisors and department managers are accountable for ensuring that part-time, seasonal employees and student interns do not exceed the allowable and approved amount of hours regarding their particular designation and those governed by the Fair Labor Standards Act (FLSA).

a. Probationary Appointment

This appointment represents the first six months of a non-Public Safety full-time regular job appointment (or 12 months for a Public Safety sworn and non-sworn appointment), resulting from an initial hire, a promotion, a demotion, or a transfer. Any employee serving a probationary period shall not be moved from probationary status to full-time regular status until a complete written evaluation has been performed, and the Department Manager recommends the employee be released from probation. Recommendations should be forwarded to Human Resources for review and submitted to the City Manager for final approval.

A manager may recommend an employee be changed from probationary status to regular status in less than six months for non-Public Safety employees and in less than twelve months for Public Safety employees for exemplary performance. The Department Manager must forward written justification and [complete a "Employee Position Change Form" the Personnel Action Form \(PAF\) to the Human Resources Department](#) for review and submission to the City Manager for final approval. Only under specially approved circumstances will an employee be allowed to serve a probationary period of fewer than three months. Probationary periods and restrictions for a promotion or transfer may be modified or waived with approval by the City Manager.

The probationary period may be extended beyond the initial six or twelve-month period for up to six additional months if there are any performance, attitude, ethics and/or code of conduct issues that warrant extending the probationary period. A written performance evaluation must accompany any probationary period extension. A second written evaluation will be required at the end of the extended period. A manager may award a pay increase as part of the evaluation based on performance, but probationary employees are not eligible for a lump merit increase for the time they are on probation. Extensions require the approval of the City Manager.

During the probationary period, any probationary employee may be terminated by the City Manager at any time with or without cause and without progressive discipline.

All newly hired full-time probationary or promotional probation status employees are to be paid at no more than the new hire pay maximum determined as 65% of the pay grade range unless the City Manager authorizes an exception. The City Manager may grant exceptions and allow appointments above the new hire maximum for such factors as a high level of experience and training or because the employment market demands affecting the position being recruited require a higher than new hire maximum pay rate.

b. Full-Time Regular Appointment

A full-time regular non-exempt employee is expected to work a 40-hour workweek. Full-time regular exempt employees are expected to work whatever hours are necessary to accomplish the job duties and standards of their exempt position without the availability of overtime or administrative leave. All full-time regular employees must work no less than an average of 32 hours per week during any month to qualify for full-time regular status and therefore remain eligible for the City's core benefits. (See the [Employee Benefits Manual on the ADP Homepage employee portal](#) or contact Human Resources for benefit details).

A full-time regular status appointment indicates that an employee has [successfully](#) completed their probationary period and will fill a budgeted position under [U.C.A. Section §10-3- 1105, as amended](#).

c. ~~Promotional~~ Probation Appointment

An employee who receives a promotion will typically serve a probationary period of the same duration as if the promotion were a new full-time regular appointment. See guidelines for probationary appointments in section [2.2.a. Probationary Appointment](#). The City Manager may approve a probationary period that is shorter in length than that of a full-time regular probationary appointment. Employees on ~~Promotional~~ [Promotional](#) Probation may use vacation time [and are eligible for a lump merit during the annual review process.](#)

d. Acting Appointment

The City Manager may fill any vacancy with an acting appointee who may serve until another employee assumes the position's duties. An acting appointee who serves for more than 30 consecutive days shall receive compensation at no less than the minimum of the salary range for that position during the acting appointment.

e. Part-Time Appointment

A part-time appointment indicates an employee who may work between one and 1500 hours per year (28.8 hours per week average) over 12 months. Part-time appointments may be for a defined period or specific to project work but may also be for an indefinite period. Part-time employees with multiple appointments in the City may not work more than 1500 hours total per 12-month period for all positions held. Employees and managers are expected to monitor the time worked to maintain totals below allowable averages.

Part-time employees are hired as "Variable Hour Employees" as defined by [IRS Notice 2012-58](#) - "An employee is a variable hour employee if, based on the facts and circumstances at the date the employee begins providing services to the employer (the start date), it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week over a 12 month period."

Under limited circumstances, should part-time employee hour averages rise to 30 hours per week they may become eligible for medical benefits if they meet one of the following criteria:

1. From June 1 through May 31 (the City's Standard "Measurement Period"), an employee worked an average of at least 30 hours a week for the City during the entire 12-month period. Medical Insurance eligibility would extend for a 12-month period and become effective July 1. **OR**
2. During the 12-month period beginning on the first of the month following an employee's hire date (the employee's new hire "Initial Measurement Period"), an employee worked an average of at least 30 hours a week for the City. Medical Insurance eligibility would extend for 12-months and become effective the first of the month following eligibility.

Part-time positions are not eligible for core benefits other than those required by law, such as Social Security, workers' compensation insurance, unemployment insurance, and Medicare. Part-time employees who gain eligibility for Medical Insurance are not eligible for

other core benefits.

Part-time employees may be eligible for certain fringe benefits (See the [Employee Benefits Manual](#), the employee portal [Benefits Guide](#), or contact Human Resources for details).

f. Seasonal Appointment

A seasonal appointment is an appointment to a position open during a specific season defined at hire, such as parks maintenance crews, golf employees, seasonal recreation program staff members, snow removal crews, etc. Seasonal positions involve labor performed on a seasonal basis where, ordinarily, the employment pertains to or is of the kind exclusively performed at certain seasons or periods of the year. From its nature, it may not be continuous or carried on throughout the year. Seasonal employees may work full-time or part-time hours. Seasonal employees may not work past the seasonal declared end date without HR permission.

Seasonal employees are hired as “Variable Hour Employees” as defined by IRS Notice 2012-58 - “An employee is a variable hour employee if, based on the facts and circumstances at the date the employee begins providing services to the employer (the start date), it cannot be determined that the employee is reasonably expected to work on average at least 30 hours per week over a 12 month period.”

Under limited circumstances (such as appointment to two separate seasonal positions during the winter then summer season), should seasonal employee hour averages rise to 30 hours per week, they may become eligible for medical benefits if they meet one of the following criteria:

1. From June 1 through May 31 (the City’s Standard “Measurement Period”), an employee worked an average of at least 30 hours a week for the City during the entire 12-month period. Medical Insurance eligibility would extend for 12 months and become effective July 1. **OR**
2. During the 12 month period beginning on the first of the month following an employee’s hire date (the employee’s new hire “Initial Measurement Period”) an employee worked an average of at least 30 hours a week for the City. Medical Insurance eligibility would extend for 12 months and become effective the first of the month following eligibility.

Seasonal positions are not eligible for core benefits other than those required by law, such as Social Security, Workers’ Compensation Insurance, Unemployment Insurance, and Medicare.

Seasonal employees who gain eligibility for Medical Insurance are not eligible for other core benefits. Seasonal employees may be eligible for certain fringe benefits (See the [Employee Benefits Manual](#), on the ADP home page employee portal or contact Human Resources for details).

g. Special Employment Agreement

Special employment agreements are used for employees appointed by the City Manager upon terms set forth in a written employment agreement signed by the employee, approved as to form by the Legal Department, and signed by the City Manager. Employees under Special Employment Agreements are (1) employed to carry out special projects with a specific end date or (2) the scope and nature of the work requires expertise not otherwise available.

h. Volunteers

Departments utilizing the services of volunteers should refer to the Park City Municipal Corporation Administrative Policy on Volunteers and contact Human Resources before the recruitment of any volunteers. For volunteers less than 18 years of age, tasks must be appropriate for the age group. See section [2.9 Child Labor Underage Workers](#).

i. Community Service

Department utilizing the services of community service workers should refer to the Park City Municipal Corporation Administrative Policy on Volunteers and contact Human Resources before use of community service workers.

j. Student Intern

A student intern appointment indicates an employee who may work between one and 40 hours per week for the temporary period they are actively enrolled and attending an accredited College or University and may not work more than 1500 hours total per 12- month period. Student interns are not eligible for core benefits other than those required by law, such as Social Security, Workers' Compensation Insurance, Unemployment Insurance, and Medicare. Student interns may be eligible for certain fringe benefits (See the [Employee Benefits Manual](#) on the ADP home page, ~~the employee portal~~, or contact Human Resources for details).

2.3 Rehire Policy

The City will consider all qualified applicants for employment with Park City Municipal Corporation. If an employee leaves the City and reapplies later, the City will consider the employee's qualifications for the job and prior work performance record.

It is the policy of the City not to rehire those employees terminated for cause and Those who quit without giving the appropriate amount of written notice. A request for review may be made to the Human Resources Director by any supervisor or manager interested in rehiring a former employee who has been terminated for cause or who gave insufficient notice upon resignation. The City Manager may make exceptions to this policy.

The written request must show supportable evidence of the following:

1. Why the rehire would be in the best interest of Park City Municipal Corporation.
2. Conditions surrounding the original separation.

3. Why is no one else suitable for the position to be transferred or recruited, and what assets/qualifications the applicant has which outweighed those of other qualified applicants.

Inactive employees who re-apply for other positions available city-wide will have their prior work performance and attendance records reviewed before re-hire per hiring qualifications.

2.4 Fitness for Duty Medical Examinations

The City may require that any applicant complete a “fitness for duty” medical examination or functional analysis testing to determine whether an applicant can perform essential job functions with or without reasonable accommodation. The City may require any employee to complete a fitness for duty examination, employer EAP referral, or functional analysis testing if it believes an employee may not be physically or emotionally able to perform essential job functions. Medical examinations are conducted after the hiring process and a conditional job offer, but prior to the actual start date. Certain positions may also require a medical examination as part of state or federal regulations.

The City may also require a “fitness for duty” examination for current staff. Potential scenarios may include determining whether an employee performing a physically demanding job continues to be fit for duty, after an employee returns from any extended leave, including but not limited to short-term disability, long-term disability, and return to work from personal or professional trauma, limited or light duty.

City required examinations will be conducted by a provider of the City’s choice or approval and at the City’s expense.

2.5 Pre-Employment Drug Testing

The City has a responsibility to employees to make a reasonable effort to provide a safe workplace and a responsibility to the public to make a reasonable effort to promote public safety. Therefore, applicants for certain positions may be required to submit and pass a drug screening test as a condition of employment (See section [5.11 Use of Drugs and Alcohol](#)).

2.6 Federally Required Drug Testing

The City is required to test certain employees for drugs according to federal regulations. Such testing will take precedence over related provisions in this manual.

2.7 Background Checks and Credit Checks

The City believes in promoting a safe environment for our customers and employees. In many instances, background and/or credit checks serve as an important part of the selection process. All background checks will be conducted in compliance with the Fair Credit Reporting Act (“FCRA”) and any other applicable laws. Background checks are performed to obtain information necessary to ensure the protection of people, physical property, proprietary

information, and assets.

Background and/or credit checks will be conducted on all job applicants applying for qualifying positions. These positions have been pre-determined due to tasks such as working with proprietary information, security, financial responsibilities, confidential or sensitive information, or as otherwise determined according to a legitimate business need. A background check will only be used for evaluating the applicant for employment. It will not be used to discriminate based on race, color, national origin, religion, sex, disability, age, sexual orientation, gender identity, or any other protected characteristic under state or local law.

Park City Municipal reserves the right to conduct a criminal background check for a current employee if circumstances indicate criminal activity by this employee may have occurred.

Background checks for public safety positions are performed in-house by public safety personnel and follow a separate procedure. Please see the public safety policy manual for further details.

a. Pre-Employment Background Checks

The City shall not exclude an applicant from an initial interview because of a past criminal conviction. An applicant shall not be required to disclose a criminal conviction on an employment application, before an initial interview, or if no interview is conducted. This shall in no way prevent the City from asking an applicant for information about their criminal conviction history during an initial interview or after an initial interview or considering an applicant's conviction history when making a hiring decision.

A third-party agency will be used to conduct the background checks and verify the accuracy of the information provided by the applicant during the selection process. Information collected by the agency may include criminal history, past employment, education, character, finances, and reputation.

The City will ensure that all background checks are conducted in compliance with all applicable federal and state statutes, such as the Fair Credit Reporting Act and the Americans with Disabilities Act. The information that can be collected from previous employers and other sources will be limited to that which is job-related and pertains to the quality and quantity of work performed by the applicant and to the applicant's attendance record, education and other lawful, work-related inquiries. The Human Resources department, along with appropriate management personnel, will be primarily responsible for the background check process.

The City may check criminal arrest and conviction records as part of the background check. In accord with the Equal Employment Opportunity Commission's current interpretation of Title VII of the Civil Rights Act of 1964, this information cannot be used as a basis for denying employment unless it is determined to be job-related and

consistent with business necessity.

An arrest or conviction does not necessarily constitute disqualification. The City will consider the following factors: 1) the nature and gravity of the offense or conduct; 2) the time that has passed since the offense, conduct, and completion of the sentence; and 3) the nature of the job sought. The City will inform the applicant before taking adverse action and advise the applicant of rights to dispute inaccurate information. If an applicant with a pending criminal case is hired, their continued employment will be reviewed upon disposition of the case. Applicants who refuse to consent to a criminal background screening are not eligible for employment.

b. Pre-Employment Credit Checks

Credit reports may collect credit information on applicants consistent with the guidelines set forth by the federal Fair Credit Reporting Act (FCRA). The FCRA requires organizations to obtain a candidate's written authorization before obtaining a credit report. The City will also disclose to the applicant or employee, on a separate form, its plans to obtain a consumer or investigative consumer report and that the information received will be used solely for employment purposes and be seen by only those who require the information to make an informed hiring choice. The City will also provide the individual with a summary of their rights under the FCRA.

Applicants may request additional information on the nature of the report and how such information may be obtained, such as information about the individual's character, general reputation, and personal characteristics. If the results of the credit check are unfavorable, the City will inform the applicant before taking adverse action based on the results, provide the applicant with a Statement of Consumer Rights from the Federal Trade Commission, offer the applicant the opportunity to review a copy of the credit report, and advise the applicant of rights to dispute inaccurate information. Applicants will be granted five business days to dispute the information.

c. Employee Arrests, Pleas and Convictions

If a current employee is arrested, makes a plea of guilty or no contest, or is convicted of a crime, they must inform the HR Department of the City within five working days. Employees who are arrested are responsible for providing a copy of the police report (and any other associated documentation concerning the arrest and charges) within 24 hours of the information being available. Noncompliance with the above-stated requirements or misrepresentation of the circumstances of the arrest can serve as grounds for disciplinary action up to and including termination.

Pursuant to an arrest and upon receipt of the police report and associated documentation, the City will consider the following factors: 1) the nature and gravity of the offense or conduct; 2) the time that has passed since the offense, conduct, and completion of the sentence; and 3) the nature of the job held. The City will inform the

employee before taking adverse action and advise the employee of their rights to dispute inaccurate information. Pending prosecution, the employee may be subject to disciplinary action up to and including termination.

d. Confidentiality

Information obtained from the background check process will be shared only when necessary, and only with those involved directly in a final decision. This may include a direct supervisor, manager, and City Manager. Outside of information that may impact a hiring or disciplinary decision, results will be kept strictly confidential. Only appropriate human resource personnel will have access to this information. No information from background and/or credit checks will be stored in the employee's personnel file. Instead, it will be maintained in a separate location and will not be accessible for managers. The City complies with all federal and state laws regarding collection, storing, and disposal of information, such as the Fair and Accurate Credit Transactions Act (FACTA).

2.8 Hiring Relatives & Dating

Any qualified applicant who applies for a position with Park City Municipal Corporation will be considered for employment. The City reserves the right not to hire an applicant who is or may become related to a current employee. The City also reserves the right not to promote or transfer an employee who is or may become related to a current employee.

No member of an employee's immediate family shall be under the direct or indirect supervision of a said employee unless a specific exception has been granted by the City Manager before appointment or hire. Such requests for exceptions to the City Manager are generally disfavored. The immediate family shall include mother, father, brothers, sisters, aunts, uncles, grandparents, stepparents, children, wife, husband, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, son-in-law, daughter-in-law, stepchildren, grandchildren, and domestic partners.

The City does not permit romantic relationships or dating between supervisors and subordinates. For purposes of this policy, a supervisor includes any supervisor within the same line of authority as the subordinate or any person charged with evaluating the subordinate. If such a relationship develops, the supervisor involved is responsible to immediately disclose the existence of the relationship in writing to their supervisor. It is within City's sole discretion that one or both persons involved may be transferred or given a different assignment.

2.9 Child Labor Underage Workers

The Fair Labor Standards Act (FLSA), as amended, permits the employment of under-age workers with restrictions. Under-age workers are defined to be persons between the ages of 14-17. The City does not permit the employment of workers less than 14 years of age.

14-15-year-old restrictions:

- Work must take place during non-school hours.
- No more than 3 hours of work is permitted on a school day.
- No more than 18 hours of work is permitted in a school week.
- No more than 8 hours of work is permitted on a non-school day.
- No more than 40 hours on a non-schoolweek.
- Work must take place between the hours of 7 a.m. and 7 p.m. (except from June 1 through Labor Day, when possible evening hours are extended to 9 p.m.);
- No hazardous work is permitted, including transportation, public utilities, or operating power-driven machinery.
- Prohibited from driving in connection with their employment.

16-17-year-old restrictions:

- No hazardous work is permitted, including transportation, public utilities, or operating power-driven machinery.
- Prohibited from driving in connection with their employment.

Under the age of 18, employees are entitled to a meal period of at least 30 minutes, not later than five hours from the beginning of their shift. A rest break is required for minors of at least 10 minutes for every three-hour period that is worked. The City also requires a signed note from the parents or legal guardian of any individual less than 16 years of age acknowledging and approving work duties which is to be submitted by the department with any new hire paperwork.

Section Three (3)

CHANGE IN EMPLOYMENT STATUS

3.1 Transfer

A transfer is the appointment of an employee to a new position. Employees who are transferred are subject to a probationary period. See section [2.2a. Probationary Appointment](#) for details.

When a job vacancy is announced, any City employee may apply to transfer to the position. All qualified applicants will be considered, although no City employee is ensured of selection. If the employee successfully applies for transfer during ~~their original~~ probationary period, the employee shall undergo a new and separate probationary period in the position to which they are transferred. Any proposed changes in pay must be effective the first day of a City established pay period.

The City reserves the right to transfer its employees, either permanently or temporarily, from one job to another or one department to another, according to need. If employees refuse to be transferred and the City determines in its sole discretion that there is not work for them in their current positions, they may be subject to a reduction in force.

Certain transfers are subject to appeal as described in section [6.3 ETDAH Appeal Rights and Procedures](#) in this manual.

3.2 Promotions

Promotion is the appointment of an employee to a higher classification or salary range.

Insofar as it is consistent with the City's best interests, promotional opportunities within the City's service shall be encouraged. However, vacancies may be advertised outside the City, and promotional examinations or tests may be required.

When an employee is promoted to a higher position classification, the employee shall be eligible for an increase in pay within the pay range of the higher position classification. The exact percentage of the increase shall be recommended by the Department Manager, reviewed by the Human Resources Director, and submitted to the City Manager for final approval. The employee's new pay rate should be within the range of the pay grade assigned to that position. Employees who are promoted to a new position are subject to a probationary period. See section [2.2a. Probationary Appointment](#) for details.

For part-time or seasonal employees, personnel action forms should be forwarded to the Human Resources Director as the City Manager's designee for review and approval. The employee's new pay rate must be within the pay grade range assigned to that position.

3.3 Transfers for Disciplinary Reasons (Demotion)

Employees transferred for disciplinary reasons to a lower salary/grade range will be paid at the lower rate when they begin the new job unless otherwise approved by the City Manager. A transfer for disciplinary reasons (demotion) shall be recommended by the Department Manager, reviewed by the Human Resources Director, and submitted to the City Manager for final approval.

A change in job title that does not affect the pay and classification of the employee shall not be considered a demotion. Certain demotions are subject to appeal as described in section **6.3 Employee Transfer & Discharge Appeal Rights and Procedures** of this manual.

When an employee is placed into a lower grade resulting from inability to perform assigned work, the employee's pay will be adjusted to ~~a rate no greater than the working level of~~ the lower grade.

3.4 Department Reorganization

When an existing position is vacated or proposed for elimination or when requirements, duties, and job descriptions of a department have dramatically changed, a reorganization or department restructure may be proposed to the City Manager for consideration. The department must mitigate all potential impacts to internal and external customers caused by the reorganization or department restructure.

In cases where the reorganization or department restructure will eliminate or significantly change job descriptions, the Pay Plan Technical Committee will review the new job descriptions and conduct a market analysis using the latest available payroll benchmarks. If an appropriate benchmark is not available, the Technical Committee shall forward the reorganization information on those positions that do not have benchmarks available to the acting Pay Plan Committee for internal equity review. A final recommendation shall then be forwarded to the City Manager as to where the recommended job descriptions should be placed in the pay plan. See **Administrative policy - Salary Adjustments Outside of Adopted Pay Plan**. Reorganization or department restructure could result in an employee change in employment status (see **Section 3 Change in Employment Status**).

The department requesting the reorganization or department restructure must submit a proposal to the City Manager, including a demonstrated need for the reorganization or department restructure, new organizational chart, potential costs or savings, and changes in job descriptions for review.

The City Manager may review and approve, deny, or revise the request. The City Manager may initiate department reorganization or restructure at any time deemed necessary.

Requests for the elimination of an entire department or combination of two or more departments must be submitted to the City Manager and Legal department to determine whether the Municipal Code requires additional Council approval.

3.5 Resignation & Discharge

To resign in good standing, exempt and non-exempt employees must give ~~their supervisor the City Manager~~ two calendar weeks' prior notice except for the Management Team, who must provide the City with four calendar weeks prior notice. The department manager or supervisor shall submit the resignation to the Human Resources Director. The Human Resources Director will forward the resignation to the City Manager.

Employees may not use any paid time (i.e., vacation, funeral, sick, etc.) hours other than holiday pay in place of straight time hours during their final two or four-week notice period.

Failure to comply with this rule shall be entered into the personnel file of the employee. It may be cause for denial of future employment with the City and any vacation or other benefits balance payouts (See section [4.23 Vacation Pay](#)).

The City Manager may discharge any employee of Park City Municipal Corporation at any time subject to [UCA Section § 10-3-1105\(1\)](#) as amended and to appeal described in section **6 Procedures for Employee Complaints, Discharge and Transfer Appeals**. See section [2.2 Appointments](#). A discharge may be cause for denial of future employment with the City, as well as ineligibility of vacation balances (See section [4.23 Vacation Pay](#)).

Employees should seek counsel with HR before responding to an employment referral based on time worked at the City. When post-employment or current employment referrals are received directly by HR, they will provide only basic information regarding employment for Park City Municipal, including job title, dates of employment, and salary.

3.6 Phased Out Retirement

The City participates in the Utah Retirement Systems (URS) Phased retirement option. Should an employee wish to request a Phased-Out Retirement option, they must submit a request in writing to the City Manager. This option will only be approved when continued employment is deemed necessary to successful City operations and when sufficient funds available to cover costs.

To be eligible for consideration of this phased out retirement program, employees must currently meet the following criteria:

- Full-Time Regular status
- Worked in a URS eligible position for the City for four years or more
- Currently eligible for retirement in the Utah Retirement System
- Must claim a retirement date with URS and the City
- Does not work for another employer participating in the URS system

If the request for a Phased-Out Retirement is approved, the employee cannot work more than 20 hours per week following the claimed retirement date. The employee will no longer be eligible for benefits and will become a part-time status employee with the City. Also, employees

may not work in this “phased out” state for longer than five years.

3.7 Reduction in Force

The City Manager may discharge any employee at any time under the implementation of a Reduction In Force strategy as part of a reorganization, [elimination of a City service](#), or as provided in the City Budget Recession/Revenue Shortfall Plan, after consultation with the Legal Department.

3.8 Final Paycheck

All City property must be returned to the department manager or supervisor before the release of the final paycheck. If an employee is involuntarily terminated, wages will be paid within one business day of termination. Final wages for employees who voluntarily resign will be paid on the next scheduled pay date.

3.9 Separation Agreement

If in the sole discretion of the City Manager a separation agreement is warranted which may or may not include compensation or other consideration, it will be negotiated on a case-by-case basis. Such an agreement in excess of six months’ salary, not including other compensation/benefits, requires the City Council's approval, unless the agreement is pursuant to a Court order. Any educational assistance, bonuses, or other benefits received by the employee within the last 12 months prior to separation will be taken into consideration.

Section Four (4)

EMPLOYEE PAY AND WORK PRACTICES

4.1 Classification & Pay: Plan and Administration

Park City Municipal Corporation operates within the guidelines of an established Pay Plan. The pay plan attempts to ensure the uniform and equitable application of pay with due regard to the duties, responsibilities, most current available market data, and requisite qualifications of each position classification. The City believes rewarding performance and not longevity is an equitable way of compensating employees for their contributions to the organization. All pay plan recommendations and individual employee salary increases or lump merit eligibility are subject to budget constraints and/or revenue availability and may be altered or rescinded by the City Manager at any time. See the **Classification & Pay Plan Manual** for details.

The City's Pay Plan contains a list of grades and positions supported by written job descriptions detailing duties and responsibilities of each position and the qualifications necessary for appointment to a position. The classification system is not static and is not intended to fix positions permanently into grades. Instead, the system is periodically reviewed to adapt to changing conditions.

~~Park City Municipal Corporation operates within the guidelines of an established Pay Plan. The pay plan attempts to insure the uniform and equitable application of pay with due regard to the duties, responsibilities, most current available market data and requisite qualifications of each position classification. The City believes rewarding performance and not longevity is an equitable way of compensating employees for their contributions to the organization. All pay plan recommendations and individual employee salary increases or lump merit eligibility are subject to budget constraints and/or revenue availability and may be altered or rescinded by the City Manager at any time. See the **Classification & Pay Plan Manual** for details.~~

4.2 Employee Pay

City policy and practice comply with all laws, both State and Federal. In the event of an inadvertent or improper pay deduction, affected employees are requested to bring the situation to the attention of the Payroll Coordinator immediately. The City will review the case thoroughly and make corrections to an employee's pay deemed necessary. Questions or concerns may also be directed to the Human Resources Department.

Overpayment of wages or benefits will be deducted from upcoming employee's paychecks. Depending on the size of the overpayment of wages or benefits, a re-payment schedule and timeline may be approved by the Finance Manager.

4.3 Work Week & Pay Periods

Park City Municipal Corporation operates its payroll system on a biweekly period. The biweekly pay period is defined as the two-week period commencing at 12:01 a.m. Sunday and

running to midnight Saturday of the following week, running concurrently with the two- week period used to compute payroll. The standard work week for all non-public safety personnel begins on Sunday and ends Saturday of the same week. The standard work week for all sworn Police Officers is defined by the biweekly pay period of 80 hours. Employees must approve time must approve timecards by 10:00am on the Monday following the end of the pay period. Managers must approve timecards the same day by noon. The typical work week for full-time regular employees is 40 hours per week, except for public safety personnel which is the biweekly pay period of 80 hours. Departments may supplement less than 40 hours with the employee's Vacation balance if work was provided but declined.

Employees are paid every other Friday for the proceeding pay period. Park City does not offer live paychecks. Employees are required to sign up for direct deposit or a City pay card. More information is available in the Finance Department.

4.4 Break Time and Lunch Period

Policies covering break time and lunch periods vary by department. Employees should contact their Department Manager or the Human Resources Department. For lunch and break period requirements for employees less than 18 years of age, see section [2.9 Child Labor Underage Worker](#).

For break time requirements for nursing mothers, see section [4.18.a. Medical Maternity Leave](#).

4.5 Time Keeping

Any non-exempt employee who works during a biweekly pay period must check in to work by an approved time-keeping method. This may include a physical time clock, phone app, or computer check-in. Employees are accountable for using the time-keeping method approved by their supervisor, team, or department. Employees are not permitted to save up hours worked and report them on a payroll other than the one coinciding with actual days worked. Employees who submit their time late on Monday following the end of the pay period may not be paid until the following pay period. Violation of time-keeping policies or falsification of time reported may result in disciplinary action up to and including termination.

Time must be verified by the employee and approved by a supervisor ~~and/or team member~~ before forwarding to payroll for processing. Employees are compensated in quarter-hour increments only. An employee may clock in or out at any time, other than their initial start time, and punches will be rounded to the nearest quarter-hour. Employees with schedules established in the timekeeping system may punch in up to 15 minutes (referred to as a "grace period") prior to their scheduled starting time, but will not be compensated until their shift begins as scheduled. Employees with no schedules established may punch in up to 7 minutes before their scheduled starting time, but will not be compensated until their shift begins as scheduled. Employees punching in later than their approved start time or taking longer or shorter than their approved lunch period may be subject to disciplinary action up to and including termination. Employees are expected to be "clocked in" and ready to work at their

work location, by the time their shift starts.

Timekeeping in Transit Department

Transit Department time and pay tracking varies from that above in two significant ways: 1. Hours worked does not round but is compensating for each minute worked. 2. Transit employees may clock in up to 5 minutes early and must clock out at their established schedule time.

Non-exempt employees are required to clock in or out using their department's approved time-keeping method at the beginning and end of each shift and during unpaid meal breaks. Employees who fail to check-in or out of work properly must have the hours for that day verified according to their supervisor's or department's policy and have appropriate corrections made in the timekeeping system by an immediate supervisor. Per the Fair Labor Standards Act (FLSA), non-exempt employees may not perform their job functions without payment. This includes checking email on a cell phone and texting others about work topics that would typically be compensated. Failure to comply with this law by employees and supervisors may result in discipline up to and including termination.

Exempt employees who use any time other than Straight Time hours must indicate such use on their timecard during the pay period in which the hours were used. This includes but is not limited to Sick Leave, Sick Leave FMLA, Sick Leave Family, Sick Leave Family FMLA, Vacation, Lump Merit Leave, Floating Holiday, Funeral Leave, Jury Duty Leave, Maternity Leave, Paternity Leave, and approved Administrative Leave. Actual hours of straight or "worked" time may vary from numbers pre-programmed in timekeeping software. Pre-programmed totals are for ease of use only and must be updated to include time other than Straight Time. Exempt employees must approve time records before their submittal to payroll.

Falsification of time clock entries or allowing any employee to punch in or out for another employee, is prohibited and can result in immediate and severe disciplinary action, up to and including termination. Should any discrepancy occur in a time clock entry, employees should contact their supervisor immediately. Any team member or supervisor who signs another employee's timesheet is accountable for the verification and accuracy of the time declared.

Paid or unpaid administrative leave for all employees, exempt and non-exempt, must be pre-approved by the City Manager.

Qualified Sick Leave, Maternity Leave, Paternity Leave, Sick Leave Family and Workers Compensation Leave may also be considered Family Medical Leave and deducted from the 12 weeks of FMLA available to all qualified employees, exempt & non-exempt, each pay period. See section [4.19 Family Medical Leave](#).

4.6 Overtime

For non-exempt and non-public safety employees, overtime is time worked above a 40-

hour workweek. For non-exempt public safety employees, overtime is defined as hours worked above 80 hours during the biweekly pay period.

Hours worked (Straight Time) and actual on-call hours worked (On-Call Pay) will be used to calculate overtime. All other leave hours, including Sick Leave, Sick Leave FMLA, Sick Leave Family, Sick Leave Family FMLA, Holiday Pay, Vacation, Floating Holiday, Funeral Leave, Jury Duty Leave, and Release Time are not used for calculating overtime hours. Administrative Leave is never used in the calculation of overtime.

An employee must obtain their supervisor's approval for overtime hours before working overtime hours. ~~Each department has general rules relating to overtime.~~ Employees should consult their supervisor or department manager for clarification on department-specific practices.

~~For off shift on call work, payable time begins from the time of inconvenience, counting drive time and ends when the employee is leaving work.~~ All hourly employees without overtime approval from their supervisor must conclude their day's work at the established quitting time. Any non-exempt employee must obtain their supervisor's approval to conduct City-business while not scheduled. This includes but is not limited to answering or sending phone calls and emails for City-business while off-the-clock.

4.7 Garnishments & Wage Attachments

Occasionally the City will be served with a Garnishment Writ of Execution or wage attachments against an employee's wages. The City is required by law to comply with properly served garnishments.

Garnishments create an additional workload for City staff, and therefore employees are urged to arrange promptly for the discharging of any amount of judgment against them. If the garnishment cannot be paid outright, an agreement is suggested to make periodic payments be arranged until the judgment is discharged. Alternatively, the employee should make arrangements for a loan to pay off the judgment.

4.8 Payroll Deductions

The law requires that certain deductions be withheld from an employee's paycheck. These include Social Security (FICA), Medicare, worker's compensation, federal and state taxes. These deductions are based on a schedule provided by the government and bear a direct relationship to the exemptions the employee claims and the employee's earnings. Additional deductions will be withheld according to the contributory benefits elected by employees, such as insurance premiums, retirement, employee purchase plans, etc. Employee payroll check stubs detail all deductions.

4.9 Flex Schedules

Employees are required to work ~~either an eight or ten hour day a shift~~ that includes “core hours” defined by the department. Any department interested in allowing a modified flex schedule must have approval from the City Manager. Flex-time schedules may allow regular full-time exempt and non-exempt employees, with the approval of their supervisor and within certain limits, to set their starting and ending times for the workday. Managers must submit a flex plan and schedules including but not limited to recommendations, costs, benefits, and customer service impacts to the City Manager before scheduling begins. Offices and departments may not close between regular business hours due to flex schedules, nor can customer service be diminished. Managers must submit flex schedules to HR annually in April of each year and any time they are recommending changes to previously approved flex schedules.

The Human Resources Director will compile and maintain a list of which departments and divisions are implementing or utilizing a flex schedule and present it to the City Manager annually. Flex schedules must comply with the Fair Labor Standards Act (FLSA) and the City’s policy on overtime and workweek designation as defined in section [4.6 Overtime](#). Flex schedules may be modified or rescinded at any time by the department manager or City Manager.

4.10 [Telecommuting](#)

The City confirms its commitment to assisting employees in developing a work-life balance by supporting telecommuting when it is reasonable and practical to do so and when operational needs will not be adversely affected. It can also reduce absenteeism in certain situations and improve productivity. Telecommuting allows an employee to work from home part of, their regular workweek.

Telecommuting is not intended to permit employees to work at other jobs or run other businesses. It is not an entitlement or a City-wide benefit and can be altered or terminated at any time with or without notice, according to City needs.

Please refer to the Administrative Policies found on the Employee Portal (ep.parkcity.org) or contact the Human Resources Department for information and direction on Telecommuting.

4.11 [Absences & Tardiness](#)

Employees are expected to report to work on time. Tardiness is expensive, disrupts workflow, compromises customer service, and will not be tolerated. Unauthorized or excessive absences or tardiness may result in disciplinary action up to and including termination. An absence is unauthorized if the employee has not followed proper notification procedures or the absence has not been properly approved. Unsatisfactory attendance may also have an adverse effect on any promotional opportunities.

If an employee will be late or absent for any reason, they shall contact their supervisor or their designee at least one hour before their regular starting time. It is the employee’s

responsibility to ensure that proper notification is given. Leaving voice mail messages is not considered adequate notice unless authorized by the department supervisor. Asking another employee, friend, or relative to give this notification is acceptable only under emergency circumstances.

Employees who know they will be absent on three or more consecutive workdays must notify their supervisor in advance of their absence. Employees who are absent on consecutive workdays due to day-to-day illnesses are required to notify their supervisor each day. Employees who take sick leave for three or more consecutive shifts are required to provide their supervisor or department manager with a doctor's note from a certified medical provider upon return to duty verifying their ability to return to work full duty. Supervisors should forward all doctor's notes to Human Resources. Absences occurring around regularly scheduled days off are considered consecutive. For example, Thursday, Friday, Monday absences are considered three consecutive workdays for those working a typical workweek.

Employees who exhibit a pattern of absences (three or more occurrences of two consecutive work day absences or more than 40 hours) in any three-month period may be required to furnish a doctor's note from a certified medical provider verifying each occurrence of illness until the employee's pattern of absences ceases. Patterns of absences include but are not limited to Monday and Friday absences, absences prior to scheduled time off, and holidays or sick leave taken on more than two consecutive scheduled workdays in any month. This applies to both non-exempt and exempt employees.

Employees who are absent from work for three consecutive days without giving proper notice, communication, or verification to a supervisor or manager will be considered to have voluntarily terminated employment with the City. At that time, the termination will be formally noted in the employee's personnel file, and the employee will be advised of the action by certified mail to the employee's last known address.

4.12 Salary Increase and Performance Evaluations

As part of the City budget process, the City Council will decide on the amount of funds appropriate for employee pay. Any recommended changes in pay levels must be effective the first day of an approved City pay period.

a. Position Reclassification Due to Pay Plan AdjustmentReview or due to Market Salary ReviewAdjustment

The Council may approve an adjustment to pay plan grade levels. [Adjustments are recommended due to changes in job market compensation and follow a market salary review.](#) An employee whose current classification is moved to a higher pay grade will move into the new grade at their current wage or the minimum wage of the grade, whichever is greater.

b. Merit Increase to Employee Pay

All employees meeting expectations with no significant performance issues raised in the most recent evaluation may be eligible for an increase. Merit increases in pay must be effective concurrent with the annual performance review process effective July 1 of each year. An employee may not be recommended to be paid above the Council approved maximum for its pay grade.

If an employee's salary is above the Top of Range rate of its position classification because the position was redlined due to employee transfer, etc., regardless of the reason, any increase will be calculated and treated as though the employee was at the top of the pay grade.

Factors that will not affect eligibility for a merit pay increase are a department transfer within the same pay class or range or leave-without-pay for 30 or fewer calendar days.

c. Performance Reviews

Managers should assist in an employee's development to full potential, help overcome performance deficiencies, and develop an employee's understanding of performance requirements.

A realistic rating of each employee's performance should be conducted and result in an appropriate recognition of differences in individual performance. Eligibility for salary increases within a specific job is based upon how well an employee performs during any given review period. It is, therefore, essential that performance be formally reviewed, and proper documentation submitted to the Human Resources Department.

All written employee performance reviews, including self-evaluations and any actions resulting from the review, shall become a part of the employee's permanent personnel file. Employees shall not be eligible for pay raises unless a written evaluation of the employee's performance is included with the pay raise request.

A performance review does not precipitate a salary adjustment. The program should not be construed as authorizing annual increases for employees. Annual performance reviews should be conducted whether or not the employee is being recommended for salary increase and/or lump merit. (See the Performance Reviews Manual for review process requirements and details).

d. Full-Time Regular Employee Reviews

Full-time regular employees will receive a performance evaluation for the review period of April 16 – April 15. Performance evaluations pay changes and bonuses are effective at the start of the first pay period closest to July 1. Full-Time regular employees may be eligible for a lump sum based on merit (lump merit) of up to 7% annually. Lump Merits are subject to the following: completion of the review period, a performance which exceeds expectations, budget constraints, and revenue availability. The amount of the lump merit

will not result in ~~an permanent~~ increase to salary for that position. However, the City will make retirement contributions on performance lump merits (lump sum) consistent with contributions on base pay.

Each employee who meets the standard identified in the job description of their position in their performance review will be eligible to receive up to a 5% percentage of salary increase to salary until ~~such time they reach~~ they reach the working level top of their position's pay grade. In addition, an employee ~~exceeding meeting~~ their performance goals may receive the lump merit up to the annual percentage, while an employee who is meeting their performance goals but has been performing ~~at or~~ below competency levels may receive no lump merit. Employees who consistently demonstrate excellence in job duties and standards may be eligible for pay increases ~~beyond working level~~ up to the grade maximum.

Proposed pay raises and lump merits shall be recommended by the Department Manager and approved by the City Manager or, in the case of part-time employees, the Human Resources Director as the City Manager's designee.

No time spent on leave without pay will count toward lump merit eligibility. If the employee is on leave-without-pay status for over 30 days, no time spent on leave-without-pay over 30 calendar days will count toward merit increase eligibility. ~~The new effective service date will be extended on a day to day basis with time taken for leave without pay calculated.~~ Time considered as leave without pay includes Short-Term Disability (STD), unpaid Worker's Compensation Leave (WC), Long-Term Disability (LTD), Family Medical Leave (FMLA), Unpaid Leave and ~~mandatory~~ unpaid Administrative L-leave due to disciplinary actions.

Managers of employees who are retiring from employment with the City may request a pro-rated lump merit based on time worked during the review period.

For information on Part-Time, Student Intern & Seasonal Employee performance rReview bonus programs, see section **4.13 Bonuses**.

e. Pay upon Promotion

When ~~a full-time regular status an~~ employee is promoted to a higher position classification, the employee shall be eligible for an increase in pay within the pay range of the higher position classification. The percentage of the increase shall be recommended by the Department Manager and submitted to the Human Resources Director for review. For full-time regular appointments, Following review, the Human Resources Director shall submit the recommendation to the City Manager for final approval. Only ~~with on special~~ approval by the City Manager will an employee be ~~allowed to immediately moved~~ to the working level a rate higher than the new hire maximum of the pay range in which they are being promoted.

In the case of part-time or seasonal employees, changes should be recommended solely personnel action forms should be forwarded to the Human Resources Director as the City Manager's designee for review and approval. The employee's new pay rate must be within

the range of the pay grade assigned to that position.

4.13 Bonuses

a. Purpose

The bonus program is designed to provide recognition for a specific incident ~~that goes above and beyond an employee's normal job duties, as well as such as~~ recognition for safety efforts, clean accident records, or other on-the-job accomplishments and contributions. Gifts and gift cards purchased with City funds and given to employees are considered bonuses and must be categorized and approved per the processes below.

b. Bonus Categories

1. Instant Bonus

Any employee may nominate another employee for an instant bonus to a maximum of \$100.00 with the Human Resources Director's and the nominee's Manager's approval. Instant bonuses ~~may be~~ grossed up in the payroll system. ~~if the request for gross up is reflected on the Personnel Action Form (PAF) Employee Form found on the ADP homepage.~~

2. Cost Savings Bonus - Outside Normal Job Duties or Description

Any employee may receive up to 10% of cost savings not to exceed \$3,000.00 that would be realized in the first year following the implementation of an employee's cost savings idea. Any cost savings bonus requires the prior written approval of the City Manager. Nominations must be in writing and forwarded to the Human Resources Department. The cost savings idea must be outside of an employee's regular job duties or job description. Cost savings bonuses may not be grossed up in the payroll system.

3. Merit Bonus

A merit bonus of up to \$400.00 may be recommended for a full-time regular exempt or non-exempt employee by their supervisor at any time throughout the year. Merit bonuses should be reserved for the most productive and estimable performances. They should be based upon the employee's contribution to a department or City essential project, completing a specific project milestone, exceptional meritorious performance, or acknowledging efforts during particularly challenging work. The City Manager must approve any meritorious bonus over \$100.00. Projects or events that are ongoing will not be given a merit bonus beyond the year of implementation. Merit bonuses may be grossed up in the payroll system ~~only with City Manager approval.~~

4. Part-Time and/or Seasonal Employee End-of-Season Bonus

A part-time and/or seasonal employee who is not eligible for performance or pro shop bonus programs may receive a bonus based on approved end-of-season time and shift requirements, safety, accident record, and/or other on-the-job accomplishments, specific

department criteria. Each department with retention/end-of- season bonus programs must have the criteria by which the bonus is calculated approved by the City Manager and on file in Human Resources before any bonus is approved. All end-of- season bonuses over \$100.00 must be approved by the City Manager. End-of-season bonuses are funded by individual departments and should be budgeted accordingly. These bonuses may not be grossed up in the payroll system.

5. Part-time Employee Performance Bonus

~~A part-time employee who has worked at least one year with the City may be eligible for a bonus of up to 4% of their pay during the year in review. A department manager who has staff that may be eligible for this bonus program must provide a list of positions and employees who may be eligible, and an estimate of the maximum amount of bonus for the employee in that position based on 4% of the annual hours worked at the employee's current rate of pay. To be eligible for a bonus, part time employees must have completed at least one year of employment with the City.~~

Each department requesting part-time employee performance bonuses must have the criteria by which the bonus is calculated and the employees eligible approved by the HR Director City Manager and on file in Human Resources. Managers should submit the criteria and performance for each staff member along with a recommendation for a bonus. All part-time ~~non-benefitted~~ employee performance bonuses over \$100.00 must be approved by the City Manager. These bonuses may not be grossed up in the payroll system. Human Resources provides funding for part-time employee performance bonuses.

6. Part-time and/or Seasonal Employee Pro Shop Bonus

~~Any employee who may be eligible to receive a bonus based on sales or pro shop revenue calculations and is not eligible for any other end of season or performance bonus programs. Employees who's positions are related to sales of merchandise or services may be eligible for receive~~ a bonus based on sales or pro shop revenue generation. Pro Shop Bonuses are only offered to those part-time and/or seasonal employees that actually work in pro shops of certain City departments such as the PC MARC and the Golf Course. All Pro Shop Bonuses over \$100.00 must be approved by the City Manager. Employees who receive these bonuses are not eligible for end-of-season or performance bonus programs. These bonuses may not be grossed up in the payroll system.

7. Perfect Attendance Bonus

To reward full-time regular, non-exempt employees who have been released from probation and who do not use Sick Leave, Sick Leave FMLA, Sick Leave Family, Sick Leave Family FMLA, Parental, Pregnancy, Disability or Workers' Compensation hours, the following incentive will be provided: For each quarter (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec) of perfect attendance, full-time regular employees will receive a \$100 bonus. If the employee has perfect attendance for the entire calendar year, they will receive an additional \$200 at the end of the corresponding year. The bonuses will be paid within 30 days after the end of the quarter. Perfect attendance bonuses do not apply to employees

~~on short- or long-term disability, or employees off work due to a Workers' Compensation-related injury.~~ Perfect Attendance Bonuses may be suspended at any time for any reason by the City Manager. Exempt employees are not eligible for this incentive.

c. Documentation and Procedure

Any department requesting performance, pro shop, or end-of-season bonuses for part-time employees must have the criteria by which the bonus is calculated, the employees' eligibility approved by the ~~City Manager~~Human Resources Director and on file in Human Resources.

A ~~written memorandum articulation of the program~~articulating the specific reasons and ~~for~~ employee eligibility must be submitted to Human Resources and approved by the ~~City Manager~~Human Resources Director prior to before bonus recommendations. This process must be used is documentation must be completed for each employee evaluated and accompany an Employee Position Change Form Personnel Action Form (PAF) with the appropriate approvals to the Human Resources Department for processing.

Part-time and seasonal employees are eligible for only one bonus. They are eligible for either a performance bonus, an end-of-season bonus, or a pro shop bonus. Full-time regular or employees under Special Employment Agreements are not eligible for end-of-season or pro shop bonuses.

4.14 Release Time

As part of the City's wellness program and with prior supervisory approval, eligible employees may be granted ~~30-60 minute~~periods of 30 to 60 minutes, up to a maximum of 90 total minutes per week, to participate in an approved physical activity. Release time may only be granted during an employee's regularly scheduled work hours. ~~_, at the beginning or end of their work shift or in conjunction with their lunch hour (provided the lunch break is not taken at the end or beginning of the shift).~~ This benefit is not to be used as commute time, or as an option to leave work early to then exercise ~~at a later time~~later, but is to be used for physical activity ~~during an employee's regular working hours~~. Release Time may not be available for use during busy seasons or otherwise busy times depending on Manager's discretion. Release time may not impact City operations, and therefore may not be available for all City departments.

Release time is considered "non-productive" time and is not included in overtime calculations. Employees may not use Release Time to exceed 40 hours in a workweek without the manager's approval. This benefit cannot be used in conjunction with other paid benefit time such as vacation, sick leave, family sick leave, etc., within the same workday. Release Time must be pre-approved by supervisors depending on department needs. This time ~~will be~~is recorded as Release Time on timesheets.

4.15 On-Call Pay

On-call employees shall receive \$18.00 per day and ~~if called out, a minimum of two hours pay~~ minimum of two hours pay if called out. Upon callout, travel time is paid to commute to a work site. Except for emergencies when phone conversations are necessary, travel time ~~to and from work is considered non-productive time and therefore is not paid~~. On-call employees may be provided with a City vehicle used only by the employee commuting to and from work and for on-call emergencies.

On-call employees shall strictly adhere to all City policies and procedures and in particular Section 5.11 Use of Drugs and Alcohol of this manual. On-call employees shall not drive City vehicles or perform on-call emergency services while under the influence of drugs (legal or illegal) or alcohol.

This on-call policy does not apply to Police Officers (except detectives) or exempt employees.

4.16 Sick Leave & Sick Leave FMLA

Sick leave is leave with pay granted to a full-time regular employee suffering from an injury, illness, or disability, which prevents them from performing their usual duties and responsibilities. If an employee is sick, they will be paid at their regular pay rate for work hours missed due to the illness up to 120 hours per illness or occurrence of an illness, and no more than a total of 140 hours per calendar year.

When an employee is absent due to illness, doctor's appointment, or dental appointment, the time will be recorded as Sick Leave on timesheets. Employees taking three or more consecutive workdays as leave will be required to provide documentation of illness or medical necessity from a physician upon return to work to their supervisor, ~~team~~ or the Human Resources department. Supervisors ~~or teams~~ receiving sick leave notes from employees should forward them to the Human Resources department immediately. It is the responsibility of the supervisor or team to monitor the amount of sick time being used and deal with abusers through the formal disciplinary procedures as provided in section 5.14 Disciplinary Procedures. Employees with consistent patterns of absences, whether on paid or unpaid leave status, may be subject to disciplinary action up to and including termination. Consistent patterns of absences may include Monday and Friday absences, absences prior to scheduled time off, holidays or consistent sick leave taken in any month or over a period of several months. This applies to both non-exempt and exempt status employees.

Employees should inform their supervisors about any ~~All~~ non-emergency, medically necessary surgeries or procedures ~~requiring leave beyond 21 5 consecutive days must be approved~~ in advance. The request ~~should be~~ must be accompanied by a physician's note which must specify medical necessity, prognosis, and probable return to work date ~~and fitness for duty status~~. At the end of 21 consecutive days due to the employee's illness, employees will be placed on Short-Term Disability status and may opt to supplement pay with a vacation payout. See section 4.23 Vacation Pay. No more than a maximum of 120 hours of Sick Leave may be used either consecutively or non-consecutively by an employee

for the same occurrence of illness or medical condition.

Employees returning to work with ~~work-physical~~ restrictions must adhere to sections [3.2 Return to Work from Medical Leave](#) & [4.21 Light Duty](#) policies. Employees may not substitute Vacation hours ~~to supplement in lieu of Sick Leave~~ or to receive perfect attendance bonuses, or for any other reason.

Sick Leave used by employees ~~considered to have a serious medical condition for illnesses or injuries that are eligible for FMLA status~~ will also be counted toward the 12 weeks of eligibility for Family Medical Leave, and time will be recorded as Sick Leave FMLA on time sheets. See section [4.19 Family Medical Leave](#). Sick leave and perfect attendance bonuses are part of the City's core benefits package.

Upon resignation, employees may not use any sick leave hours within the last 2 weeks (or for Management Team, 4 weeks) of their notice. See section [3.5 Resignations & Discharges](#).

4.17 Sick Leave Family & Sick Leave Family FMLA

Sick Leave Family is paid leave granted to eligible employees due to an illness or injury of a member of-in their immediate family which requires the presence of the employee as a primary caregiver. For this policy, immediate family is defined as dependents, children, spouse, parents, domestic partner and a legal guardian. Employees taking more than three consecutive days for qualified family illness will be required to provide documentation of illness or medical necessity from a physician upon return to work.

Employees are allowed a maximum of 120 Sick Leave Family hours per calendar year. After 120 hours of Sick Leave Family due to the same occurrence of illness or medical condition of a member of the employee's immediate family, where an employee is designated by a medical provider or physician as the primary care giver, an employee may be allowed additional unpaid leave as designated and regulated by the Family Medical Leave Act (FMLA). An employee may supplement unpaid time with a vacation payout. See sections [4.23 Vacation Pay](#) and [4.19 Family Medical Leave](#).

Employees returning to work after caring for an immediate family member for more than two consecutive scheduled workdays must adhere to sections [4.20 Return to Work from Medical Leave](#). Employees may not substitute Vacation hours in lieu of Sick Leave~~to supplement~~ or to receive perfect attendance bonuses or for any other reason.

Sick Leave Family used by employees whose immediate family member is considered to have a serious medical condition will also be counted toward the 12 weeks of eligibility for Family Medical Leave and time will be recorded as Sick Leave Family FMLA on timesheets. See section [4.19 Family Medical Leave](#). Sick leave and perfect attendance bonuses are part of the City's core benefits package.

Upon resignation, employees may not use any paid sick leave hours within the last 2 weeks

(or for Management Team, 4 weeks) of their notice. See section [3.5 Resignations & Discharges](#).

4.18 Pregnancy and Parental Leave

a. Pregnancy Leave

Paid leave up to 160 hours will be granted to female, full-time regular employees for pre-partum and post-partum care and recovery. This includes pre-birth doctor's visits and sick leave due to pregnancy care. Once medical pregnancy leave hours are exhausted, additional unpaid hours may be granted under the Family Medical Leave Act. Employees may supplement unpaid time with a vacation payout. See section [4.22 Vacation Pay](#). Paid Pregnancy [Leave](#) hours will be counted towards the 12 weeks of leave allowed by the Family Medical Leave Act.

See section [4.19 Family Medical Leave](#). Once pregnancy leave hours are exhausted, pregnancy care is not eligible for sick leave coverage. Only full-time regular employees are eligible for Pregnancy Leave. ~~Pregnancy Leave is part of the City's core benefits package.~~

~~Upon return to work,~~ [Regardless of employee status,](#) nursing mothers are eligible to reasonable unpaid breaks during work time to express milk for their infants for one year after the child is born. A location other than a bathroom will be provided, which is shielded from view and free from intrusion from co-workers and the public.

b. Parental Leave to Provide Care/Assistance to Mother and/or Child

Paid Leave up to 80 hours will be granted to all full-time regular employees, including those who also take Pregnancy Leave, to provide care and assistance for the birth or adoption of a child and/or their mother. Once Parental Leave hours are exhausted, additional unpaid hours may be granted under the Family Medical Leave Act (FMLA). Paid Parental Leave hours will be counted towards the 12 weeks of leave allowed by the Family Medical Leave Act. See section [4.19 Family Medical Leave](#). Once parental leave hours are exhausted, Parental Leave is not considered ~~Sick Leave Family coverage Family Illness~~ unless specifically designated as such by a physician. Only full-time regular employees are eligible for Parental Leave. ~~Parental Leave is part of the City's core benefits package.~~

c. Coordination with Family Medical Leave Policy

Pregnancy and Parental Leave are counted toward the 12 weeks of eligibility for Family Medical Leave. See section [4.19 Family Medical Leave](#).

4.19 Family Medical Leave

The Family and Medical Leave Act of 1993 (FMLA) grants eligible employees the statutory right to take unpaid leave under specified circumstances. This policy applies to all City employees

who have met all of the following conditions:

- Worked for the City a minimum of 1,250 hours in the 1-year period based on a rolling calendar year immediately preceding the request for leave.
- Worked for the City for a total of 12 months. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more will not be counted unless the break was occasioned by the employee's fulfillment of National Guard or Reserve military obligation.
- Be an active employee.

There are three separate types of leave along with applicable requirements: Medical Leave, Qualifying Exigency Leave, and Military Caregiver Leave.

a. Medical or Qualifying Exigency Leave

Eligible employees are entitled to take up to 12 weeks (480 hours) of leave during a 12-month period for any of the following:

- the birth **or adoption** and care of a newborn child of the employee,
- placement with the employee of a son or daughter for adoption or foster care,
- to care for a spouse, child, dependent, domestic partner or parent with a serious health condition,
- a serious health condition that makes the employee unable to perform their job functions,
- if the employee's spouse, child or parent is a member of the National Guard or Reserves (or a retired member of the regular Armed Forces) and who is either on active or inactive duty and has been notified of an impending federal call or order to active duty in support of a contingency operation. Contingency operations may include, but are not limited to, a call to war or national emergency declared by the President of the United States or [the US Congress](#).

To be eligible for medical or qualifying exigency leave, the employee must submit [a form WH-380 for medical leave and WH-384 for qualifying exigency leave](#) ~~the applicable paperwork~~ that can be obtained either online ~~through at~~ the Department of Labor ~~Website or employee portal~~ or ~~from~~ the Human Resources ~~office~~ ~~(WH-380 for medical leave and WH-384 for qualifying exigency leave)~~. The leave taken under this policy may not exceed 12 weeks (480 hours) in any 12-month period.

b. Military Caregiver Leave

Eligible employees may be entitled to take up to 26 weeks (1040 hours) of leave for the care of a spouse, child, parent or next of kin who is a "covered military service member" undergoing medical treatment, therapy or recuperation, who must have an outpatient status or be listed on the temporary disability retired list (TDRL) for a serious injury or illness. The serious injury or illness must have occurred in the line of duty while on active duty in the Armed Forces, and the injury must have rendered him or her "medically unfit to perform the duties of the member's office, grade, rank or rating." The leave taken

under this policy may not exceed 26 weeks (1040 hours) of leave in any 12-month period. To be eligible for Military Caregiver Leave the employee must [submit a form WH-385 for Military Caregiver Leave](#) ~~submit the applicable paperwork that can be~~ obtained either online [through the Department of Labor](#) or ~~from~~ the Human Resources office ~~(WH-385)~~.

A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care.
- Continuing treatment by a health care provider, which includes:
 - o A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - Treatment two or more times by or under the supervision of a health care provider (the first visit must be within seven days and both within 30 days of the first day of incapacity) **or**
 - One treatment by a health care provider (an in-person visit within seven days of the first day of incapacity) with a continuing regimen of treatment (i.e. prescription medication, physical therapy, etc.).
 - o Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence
 - o Any period of incapacity or treatment for a chronic, serious health condition that continues over an extended ~~period of time~~[period](#), requires periodic visits (at least twice a year) to a health care provider and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence.
 - o A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment.
 - o Any absence to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Part-time and seasonal employees who do not work full-time schedules will be eligible for a pro-rated amount of leave hours based on the total number of hours worked during the qualifying period of 1 year previous to a request for FMLA leave.

The 12-month period of leave is considered as a rolling 12-month period, which is measured backward from the current date. When used for a serious medical condition, sick leave, family sick leave, and worker’s compensation leave, or leave taken by an employee who is designated as qualifying for Family [Sick](#) Leave may be counted toward the 12 weeks of leave. Maternity leave, paternity leave, short-term disability, and long-term disability will also be counted towards the 12 weeks of leave.

The definitions and rules outlined in the Family Medical Leave Act of 1993, and the Department of Labor Rules and Regulations are used to determine if an employee qualifies for leave under this policy. Employees who request leave for their own serious health condition or for the serious health condition of an applicable family member are required to provide the City with a complete U.S. Department of Labor Form WH- 380 Certification of Health Care Provider. This form can be found [in the HR section of the Employee Portal under Employee Leave and online through the Department of Labor and also in from](#) the Human Resources Department.

When leave is expected to last more than five days, the employee must request the leave, in writing, to their supervisor at least 30 days prior to commencement of the leave, or as soon as practical when employee is made aware of the need for leave if less than 30 days. The request should then be forwarded to the Human Resources Department. Verbal notice of emergency leave must be followed by a written request and applicable forms as soon as possible.

Pending receipt [of of the second \(or third\) medical opinion a form WH-380, 384 or 385](#), the employee is provisionally entitled to the benefits of the Act, including maintenance of group health insurance benefits. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under Park City's established leave policies. If the City has reason to doubt the validity of a medical certification it may require an employee to obtain a second opinion. The City is permitted to designate the health care provider to furnish the second opinion, though the selected health care provider may not be employed on a regular basis by the City. This second opinion is at the City's expense. If the opinions of the employee's and the City's designated health care providers differ, the employer may require a certification from a third health care provider, again at the City's expense. This third opinion shall be final and binding. The City will provide employees with a copy of the second and third medical opinions, where applicable, upon request.

Prior to returning to work, the City may require that an employee on leave for their own serious health condition submit a [doctor's note medical certification](#) that the employee is able to return to work [with or without restrictions](#). See sections [4.20 Return to Work from Medical Leave](#) and [4.21 Light Duty](#).

The City may require a fitness for duty examination, functional analysis, and drug or alcohol testing if it has reasonable cause to believe that an employee may not be physically or emotionally able to perform essential job functions or if necessary, to determine whether an employee performing a physically demanding job continues to be fit for duty. During periods of leave taken according to this policy, the City continues to pay the employer's portions of the employee's health insurance premium. The employee is responsible for paying their portion of the monthly health insurance premium. The employee's failure to pay the employee portion of any health insurance premium may result in the loss of health insurance benefits.

Married employees who both work for the City are restricted to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth and care of child, or for the adoption of a child or placement of a child with the employee for foster care. This restriction does not apply to other types of leave the employees may qualify for under this policy.

Eligible employees who take leave under this policy are entitled to be restored to the same position they held when the leave began, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. The City reserves the right to designate certain employees as key employees, according to the Family and Medical Leave Act of 1993 (FMLA). Under certain circumstances, key employees may not be entitled to return to work following leave.

The City's Parental, Pregnancy, Short-term Disability and Long-term Disability hours run concurrently with FMLA hours. Other leave, such as accrued paid leave or unpaid leave granted by the City Manager may, upon approval, be taken by an employee to extend the overall leave duration. However, the protections and benefits provided by FMLA do not apply to leave which exceeds the FMLA leave period per 12-month or 26-month maximum.

Employees are not eligible to accrue vacation hours or use other types of paid leave once on unpaid leave. An employee may, if eligible, request a vacation payout during any portions of unpaid or partially paid FMLA leave, up to 100% of regular pay. Any partially paid portion (including worker's compensation, short and long-term disability payments) shall be considered a portion of regular salary when determining payout eligibility. Employees are eligible for payouts only up to their current vacation balance. All vacation payouts will be subtracted from the current balance upon payment. See section [4.22 Vacation Pay](#)

The application of this policy and any inconsistencies, conflicts, or issues that arise are governed by the provision of the Family and Medical Leave Act of 1993 (FMLA) and applicable federal regulations that interpret the Act.

[4.20 Return to Work from Medical Leave](#)

When an employee returns from any form of approved medical leave (workers' compensation leave, disability leave, sick leave, etc.) with work restrictions ordered by a certified doctor or medical provider, the employee must report with that information to their immediate supervisor and/or the HR department before reporting to duty. The City will then determine whether that employee may return to their regular duties, whether modifications will be made, or if there is no modified work available. See section [4.21 Light Duty](#).

Employees absent for three or more consecutive workdays or regularly scheduled shifts will be required to provide documentation of illness or medical necessity from a physician upon return to work to their supervisor or the Human Resources department for any of the following types of leave: Sick Leave, Sick Leave FMLA, Family Sick Leave, Family Sick Leave FMLA, Worker's Compensation Leave, Short-Term Disability, and Long-Term Disability. For an employee regularly scheduled to work Monday-Friday, the weekend is not excluded from

consecutive absences. For example, a doctor's note is required for absences Friday, Monday, and Tuesday if the employee regularly works Monday - Friday.

4.21 Light Duty

Light Duty / Return to Work policies are highly effective in containing and reducing an employer's costs of Workers' Compensation and disability-related leaves. Enabling the earliest possible return of injured/sick workers to perform productive work within their physical capabilities may also promote quicker employee rehabilitation by keeping the employee active and part of the work environment. It ultimately facilitates the employee's return to their regular position once released from light duty.

Light Duty is prescribed by a physician due to an employee's work-related injury, personal injury or disability. It temporarily restricts an employee's physical abilities. These restrictions may present obstacles to the employee's ability to perform tasks required by their normal position. Light duty enables supervisors to modify the employee's position to accommodate the restrictions or allow other positions or tasks within the City to be temporarily filled by the employee. Light duty may also be referred to as modified duty, limited duty, alternate duty, restricted duty or transitional duty.

This policy applies to all City employees, including full-time regular, part-time non-benefitted, seasonal, and special employment agreements, from all City departments.

Light duty assignments are developed at the City's discretion based on physical capability, skills, City needs, and the availability of light-duty assignments. Light duty assignments will be re-evaluated every 80 hours. The City will determine appropriate work hours, shifts, duration, and locations of all work assignments. The City also reserves the right to determine availability, appropriateness, and continuation or cancellation of any light-duty assignment at any time for any reason.

Preferably, light-duty assignments will be a modification of the employee's current position. If this is not possible, an assignment within the same department or any other department or location within the City will be considered. Telecommuting may also be considered in certain cases. The assignment may require the employee to work a different schedule and/or hours per week than normally done. The employee will continue to be compensated at their same salary for hours worked. If the employee holds more than one position and light-duty is not due to a work-related injury, the employee may receive the salary equivalent to the lowest salary held.

The employee's salary will be charged to their normal department even if temporarily assigned to another department.

Light-duty assignments may be approved for eligible employees for up to 90 consecutive days. The employee will not be displaced from that assignment during the 90-day period by another

employee who subsequently requires light duty. The light-duty assignments may change or be terminated within the 90 day period depending on City needs at any time for any reason.

The City may allow the employee to extend their light-duty beyond the 90-day period. However, the City reserves the right to terminate the assignment at any time for any reason. Upon a physician's note stating the employee's ability to return to full duty without restrictions, the light-duty assignment is immediately terminated, and the employee will be reinstated into their normal position.

This policy does not limit the rights of employees covered by the Americans with Disabilities Act (ADA) to seek reasonable accommodations as provided under that law as amended. It also does not limit an employee's rights and protections under the Family Medical Leave Act (FMLA).

An employee returning from any form of approved leave, including Workers' Compensation, Short or Long-Term Disability, or Sick Leave with work restrictions ordered by a physician must submit that information to their supervisor before reporting to duty. The City will then determine whether that employee may return to their duties or whether modifications will be made.

The employee assigned to light duty must not exceed the duties of the position or go beyond the doctor's restrictions. The employee will submit all appropriate medical notes to their regular supervisor and also their temporary supervisor if assigned to a different department. If any medical restrictions change, the employee must notify their supervisor(s) immediately and provide a copy of the new medical release.

Supervisors will monitor work performance to ensure the employee does not exceed the requirements set by the attending physician. They will forward all documentation received to the Human Resources Department.

Upon receipt of a physician's note indicating an employee return to work with light-duty restrictions:

- The supervisor will evaluate the possibility of modifying the employee's current position to accommodate the physical restrictions.
- If the supervisor is unable to accommodate the restrictions, they will inform the Department Manager, who will evaluate other assignments within the department for temporary placement.
- If the department is unable to provide the employee with light-duty, HR will try to find proper placement elsewhere in the City and will inform the supervisor of the assignment.
- HR will complete the "Light Duty Assignment Record" form and ensure the light-duty assignment is in compliance with the employee's restrictions. HR will ensure that the employee and the supervisors are aware of their responsibilities and will

- track the duration of the assignment.
- The employee must submit all physician follow-up notes to their normal supervisor and if assigned to a different department, will also give a copy of this note to their assigned supervisor.
- Upon receipt of a return to full duty note from the physician, the employee will be promptly returned to their normal position.

4.22 Disability Accommodations

Equal Employment Opportunity Employer - The City is committed to providing equal employment opportunities for all employees and job applicants. As part of that commitment, the City seeks to implement all applicable provisions of the Americans with Disabilities Act (the “ADA”), as amended, and related state law. It is the City’s policy not to discriminate against qualified individuals with disabilities with application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. Ability, not disability, is the basis for employment decisions. It is the City’s policy to provide reasonable accommodation to qualified individuals with a disability. A qualified individual with a disability shall not include any employee or applicant who is currently engaging in the illegal use of drugs when the City acts based on such use.

a. Requesting an Accommodation

The accommodation request process is interactive. It requires cooperation and communication between both the individual requesting accommodation and the City. Qualified employees or applicants with disabilities may request a reasonable accommodation. The need for accommodation may be brought to the attention of the City in any of the following situations:

- A job applicant may request an accommodation with respect to the job application process.
- A new employee may request an accommodation to perform the essential functions of the job.
- An employee returning to work after experiencing an illness or injury may request an accommodation.
- A current employee with a disability whose medical condition has changed may request an accommodation for the first time or a change in accommodation or
- Any employee with a disability may request accommodation at any time.

An employee is not required to disclose the diagnosis of their condition or the details of their medical treatment when requesting an accommodation when both the disability and the need for reasonable accommodation are obvious. However, the employee must notify the City of a need for accommodation for a reason related to a medical condition.

Medical documentation may be required to evaluate and process an accommodation request when the disability or the need for accommodation are not obvious. If such information is

needed, employees are encouraged to use the [Medical Information Request Form](#), found on ~~the employee portal~~[ADP](#) under ~~the tab~~ “Employee Forms” and ~~also available from~~[in](#) the HR Department.

Qualified employees or applicants with disabilities may request accommodation by filling out a **Reasonable Accommodation Request Form** and returning it to the **HR Director**. This form is found on the employee portal under the tab “Forms” or may be obtained from the HR office. Employees may also request an accommodation by notifying any of the following responsible persons of a need for accommodation:

- City Manager
- Assistant City Manager
- HR Manager
- Department Manager/Director
- Immediate Supervisor/Manager

Employees who suffer from a mental or physical impairment that interferes with their ability to perform their job are encouraged to submit a Reasonable Accommodation Request Form or discuss their situation with any of the responsible persons identified above.

The interactive process should be documented with the ADA Interactive Process Worksheet found on ~~the employee portal~~[ADP](#) under ~~the tab~~ “Forms” and ~~also available from~~[in](#) the HR Department.

b. Supervisor Responsibilities

If any employee approaches a supervisor about an accommodation or health problem, the supervisor may not ask the employee for personal medical information. Instead, the supervisor should immediately contact the Human Resources Director, even if the employee does not make a specific accommodation request. Should the employee choose to disclose personal medical information to a supervisor (which the supervisor should discourage), the supervisor should advise the employee that disclosure is not necessary, that such information will be kept confidential, and that such information will be discussed only with the Human Resources Director and other necessary persons. Supervisors must keep the employee’s request confidential and help ensure the accommodation’s work-related effectiveness.

TO ENSURE THAT REQUESTS FOR ACCOMMODATION ARE HANDLED APPROPRIATELY, SUPERVISORS/MANAGERS SHOULD NOT ENGAGE IN THE INTERACTIVE PROCESS OR OTHERWISE DISCUSS THE MEDICAL CONDITION WITH AN EMPLOYEE BUT MUST IMMEDIATELY CONTACT THE HUMAN RESOURCES DIRECTOR.

Supervisors are expected to support reasonable accommodations once approved. If a Supervisor has any concerns about the impact of a medical condition or any reasonable accommodation on an employee’s job performance or impacts to the department or City, the Supervisor should contact Human Resources. The Supervisor should not raise any concerns

with the specific employee or employees generally.

c. Response to Accommodation Request

The City will respond to a disability accommodation request as quickly as possible. When the HR Director receives an accommodation request, they will engage in an interactive process with the employee to clarify their needs and to determine whether and what reasonable accommodation is appropriate under the circumstances. The HR Director will analyze the following factors in determining the reasonableness of the accommodation requested by an employee:

1. Is the employee otherwise qualified to perform the essential job functions?
2. Will the accommodation accomplish the desired result, i.e., allowing the individual to effectively perform the job's essential functions?
3. Will the accommodation create an undue hardship?
4. Does the accommodation raise any safety concerns?

Essential job functions are those that an employee must be able to perform, with or without accommodation. They cannot be removed from the position without changing its nature. Job duties that are not essential may be modified, eliminated, replaced, or restricted as part of the accommodation process.

The HR Director is responsible for evaluating the considerations listed above and approving or not approving all accommodation requests. The HR Director may perform this evaluation in conjunction with other necessary persons. If an employee is not satisfied with the response to an accommodation request, they are encouraged to promptly discuss their concerns with the Human Resources Director, or any other responsible person identified in section (a) above. See section **6.5 American with Disability Act Complaints**.

Nothing in this policy is intended to create any contractual rights and does not create any obligations beyond those required by federal or state law.

4.23 Holiday Pay & Premium Pay

The City provides **132** paid holidays each year for full-time regular employees (11 City-observed holidays, and an **additional** floating holiday eligible employees may use at their own discretion).

For each of the City-observed holidays listed below, all full-time regular employees are eligible to receive eight hours of holiday pay. Only those employees who permanently work shifts of 10 **or more**-hour days will be eligible to receive 10 hours of holiday pay.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>

Independence Day	July 4
Pioneer Day	July 24
Labor Day	1st Monday in September
Thanksgiving	4th Thursday after the 1st Monday in November
Day after Thanksgiving	4th Friday after the 1st Monday in November
Christmas Eve (or Day after Christmas)	December 24 (or 26)
Christmas	December 25

If the holiday falls on a Saturday, the City will recognize the day before (Friday) as the holiday. If the holiday falls on a Sunday, the City will recognize the day after (Monday) as the holiday. Only the City Manager may change the holiday schedule. Holiday pay is paid, and City offices are closed on City Manager approved City-recognized holidays only.

All city employees are eligible for Premium Pay on holiday days worked. Premium Pay is equivalent to one-half an employee's regular pay and is paid in addition to straight time. Premium Pay is paid on the actual dates of Federal holidays listed above only, regardless of the City recognized holiday (which changes to fall only on weekdays as described above).

Most eligible employees will have the day off and receive 8 hours of holiday pay. Holiday pay hours are not considered productive time and therefore are not used in the calculation of overtime. Employees who are required to work on a holiday will receive holiday and premium pay according to the following policy:

1. Full-time regular employees who work regularly scheduled shifts of 10 hours or greater are eligible for 10 hours of holiday pay. Those employees working less than a regularly scheduled ~~10-10~~ 10 or more hour shift will be paid for 8 hours of holiday pay.
2. Exempt, full-time regular employees who are required to work on a City-recognized holiday may, at the City Manager's or department manager's discretion, be given but are not entitled to administrative leave at another time for working the recognized holiday. ~~Holiday and Premium Pay are is~~ only paid on those holidays recognized by the City and approved by the City Manager. Premium Pay is only paid on the holiday dates listed above.
3. In addition to the above list of City-observed holidays, full-time regular employees are granted an 8 hour "Floating Holiday," which can be taken at their discretion with the supervisor's approval. New employees must be released from probation and have six months left in the calendar year to be eligible for the floating holiday. The floating holiday is granted on the first day of the year to eligible employees and must be taken in the calendar year it is given, or it is lost. It cannot be carried forward past December 31st.
4. Special Events Police officers who work voluntarily, and are not required to work holidays, are exempted from premium pay and will receive a rate equal to their hourly wage only.

4.24 Vacation Pay

Only full-time regular employees are granted vacation pay. Employees are encouraged to take their vacation in blocks of time whenever possible. Because individual circumstances vary, the amount of vacation time an employee may use at one time will be left to the discretion of the Department Manager. Vacation leave must be pre-approved by the employee's Department Manager.

The vacation allowance for eligible employees for each vacation year is based on length of service according to the following schedule:

Completed Years of Service	Vacation Accrual
Less than 5 years	8 hours per month
5 years but less than 10 years	10 hours per month
10 years but less than 15 years	12 hours per month
15 + years	16 hours per month

Vacation benefits apply to active full-time regular employees (not applicable while on unpaid leave). Vacation leave must be used by the hour. If an employee on a 10-hour day schedule takes a day of vacation, they will need to use 10 hours of vacation time.

Employees ~~are allowed to~~ can accrue a bank of vacation time before subject to a "use or lose" situation. This bank will allow eligible employees to take a vacation longer than the number of vacation days they accrue in one year. The size of vacation bank is determined by the length of service of each employee according to the following schedule:

Less than 5 years	192 hours
5 years but less than 10 years	240 hours
10+ years	288 hours

Once an employee reaches their accrued vacation limit, they will then be in a 'use or lose' situation. For example, an employee with less than five years is not allowed to carry forward more than 192 hours from one calendar year to the next.

Any employee with a vacation bank balance larger than their years of service allows will lose all excess vacation hours at the end of each calendar year.

Department Managers or supervisors who feel an employee's effectiveness or productivity would be enhanced and improved can, at their discretion, require an employee to take vacation time.

Employees are required to request vacation leave in advance from their immediate supervisor. Vacation leave must be pre-approved. For vacation leave of one week or longer, employees should plan on providing one-month advance notice for each week of vacation. For example, an employee requesting a two-week vacation should make every attempt to provide two months of advance notice.

Employees may not use vacation hours in lieu of disability and/or sick leave benefits under qualifying medical leave approved by the HR department but may supplement income with a vacation payout up to 100% of total salary while on unpaid family leave, Short or Long Term Disability and Worker's Compensation leave.

Upon successfully completing probation, an employee will receive eight hours of credit for each month of probation time. Should an employee be terminated prior to successfully completing the probationary period, they are not entitled to receive vacation pay.

Probationary employees are not normally permitted to use vacation leave. Vacation leave due to extenuating circumstances, such as during a probationary period for transfer or promotion, may be approved by the Department Manager.

Upon resignation, employees may not use any vacation hours within the last 2 weeks (or for the Management Team, 4 weeks) of their notice. Only those employees who give notice pursuant to section 3.5 Resignations & Discharges and resign voluntarily will be paid for their unused vacation leave bank up to the employee's allowed carry forward balance unless otherwise stated on the separation agreement.

Active employees may request vacation payouts of any unused vacation balance for unpaid Worker's Compensation Leave, Short and Long-Term Disability, and unpaid family medical leave (FMLA). Vacation payouts are not subject to retirement benefits.

Vacation Leave Hardship Cash-out: Employees are encouraged to schedule and use their paid vacation time to refresh and recharge away from work. However, it is recognized that on occasion, extreme or unforeseen financial hardships do occur. A hardship is defined as an unforeseeable emergency or financial hardship resulting from an illness or accident, loss of property due to casualty, or other similar extraordinary and unforeseeable circumstances as a result of events beyond the control of the employee or its dependents.

For these rare occasions, the City allows an employee to cash out part of their accrued vacation hours. Payouts will appear on the next regular check processed after a request has been approved. Vacation payouts are subject to taxes, if applicable, including Medicare, social security, state taxes, etc.). Employees may only cash out vacation one (1) time per calendar year. The employee must have a minimum of 40 hours remaining in their vacation balance after the cash out is paid. The employee will complete a "**Vacation Cash-out Request**" form, found in HR. A statement or verification of the employee's hardship is required as part of this

application process. All requests for hardship must be approved by the HR Director. The amount of hardship distribution may not exceed the amount necessary to satisfy the employee's financial need. However, amounts necessary to pay any taxes or penalties because of the hardship distribution may be included.

4.25 Other Paid/Unpaid Leave

4.25.1 Personal Leave

Written requests for personal leaves of absence will be received and reviewed by the City Manager. The employee's length of service, past performance record and reason for the requested absence will be taken into account, and the disruption the employee's absence will cause in their department. Personal leave must be approved by the City Manager. Personal leaves of absence are without pay and benefits unless specifically pre-approved by the City Manager.

4.25.2 Military Leave

The City will adhere to any federal requirements governing military service, military personnel and military families. Should the employee be inducted or ordered to active duty in the armed forces of the United States, the employee will retain seniority and, upon return to work, the City will try to reinstate him/her in a job comparable in pay and classification to that held during the prior employment. Declaration for re-employment must be made within the time specified by law. Military leave is also granted to those employees with Reserve or National Guard obligations with partial pay, limited to 10 working days per year.

4.25.3 Jury Duty

Full-time regular employees who are required to serve as a juror or witness will be granted Jury Duty leave. Employees who receive payment for appearing in court, either as a jury member or a subpoenaed witness, should endorse these payments to the City, who will, in turn, pay the employee the full amount of their paycheck. An employee serving as a juror or witness will be expected to work as much of their regularly scheduled shift as the court duty schedule permits, to the extent that combined time on court duty and work does not exceed the number of scheduled work hours for that day.

4.25.4 Funeral Leave

Funeral Leave will be granted for a maximum of five days or up to 40 hours with pay in the event of the death in an employee's immediate family. In the event of a non-immediate family member, a maximum of one day with pay may be granted at the discretion of the Department Manager. Immediate family is defined as spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparents, stepchildren, domestic partner, and a person who is legally acting in one of the above capacities.

4.25.5 Administrative Leave

Exempt employees shall work the hours and time required to perform the duties of their positions and shall be entitled to neither compensatory time nor overtime pay. However, in

recognition of extra-ordinary hours worked, the City Manager may, in their sole discretion, approve paid Administrative Leave for exempt employees. Administrative Leave must be approved in advance and be reflected on the employee's timesheet anytime it is used. Any employee may be placed on paid or unpaid administrative leave as authorized by the City Manager.

4.26 Employee Benefits

The Human Resources Director shall prepare a benefits plan with cost projections for review by the City Manager. The City Manager shall then determine the final benefits plan to be submitted to the City Council for their adoption during the budget process.

To the extent possible under federal law, the City will offer equal benefits to both same- and different sex domestic partners of its employees and their legal dependents.

See the [Employee Benefits Manual](#), the employee portal or contact Human Resources for details on all City benefits.

4.27 Wellness Benefit

The City offers privileges and discounts at City recreational facilities such as the PC MARC, Golf Course and the Ice Arena to city employees. All active part-time, full-time, seasonal and intern status employees are eligible to request Wellness benefits. Individuals under special employment agreements may also be eligible depending on their employment agreement. Benefits may also be requested for spouses, domestic partners, and dependents.

4.27.1 Administration

The individual recreation facility involved (PC MARC, Ice Rink, Golf) will handle enrollment, tracking, and reporting of participants. Interested employees must complete the applicable Wellness agreements and forms in the facility offering the program. HR will regularly inform the participating recreational facilities of active employees so they may enroll the employee according to their specific procedures. HR will also regularly inform the participating recreation facilities of terminated employees so they may cancel any passes according to their procedures.

Benefits can only be used while employed by Park City Municipal Corporation. All completed benefit forms and receipts should be scanned and emailed to the Accounting Manager in the Finance Department [if](#)of taxation of the benefit applies. Each facility monitors and tracks the discounts given. Benefits offered are subject to change and cancellation at any time without notice. Current offerings are available at each corresponding facility.

4.27.2 Duration

Certain privileges such as punch cards, passes, classes, and memberships have varied expiration dates.

4.27.3 Taxation Consideration for Participants

Benefit use by employees, their spouse and dependents which do not create an additional cost to the facility or at a 20% discount or less are a tax-free benefit. Due to IRS regulations, the employee will need to pay payroll and income taxes on the value of the domestic partner's benefits. Any discounted cost of a recreation program above 20% will be subject to income and payroll taxes.

4.27.4 Seasonal Employees

Upon approval by the HR Department and employee's Department Manager, a seasonal staff may receive a recreation benefit voucher as an end-of-season bonus. This must be submitted in the same format required of any end-of-season bonus. This benefit would be a taxable fringe benefit and must be shown on or before their final paycheck.

4.27.5 Limitations

Employees and their spouses/domestic partners/dependents receiving any of the benefits listed above may be subject to blackout dates and restrictions in any programs and recreational facilities. Employees and their family members are expected to defer to the paying customer during heavy use times (see recreation department policies for details).

Per the discretion of the Recreation, Ice & Golf Department Manager and approved by the HR Director and City Manager, Wellness benefits are subject to change at any time without notice.

4.28 Peak Time Leave

During peak times, the City experiences heavy congestion and traffic from events, weather, and other circumstances that create public safety concerns. To reduce congestion, Peak Time Leave (PTL) may be made available to full-time regular and full-time regular probation status employees, at the discretion of the City Manager. While the intent is to announce PTL in advance, it may also be announced on short notice based on weather or other unexpected conditions.

When PTL is made available, an employee is required to use it unless the employee is required for City operations during the peak time or is off duty. Employees who are required to work during peak times will be determined by the Department Managers in consultation with the City Manager.

PTL only carries forward for employees who are required for City operations during the peak time or who are off duty during the peak time. These employees may use the PTL within the City's fiscal year, with the advance approval of their immediate supervisor.

PTL does not accrue and is subject to "use or lose" at the end of the calendar year. PTL is part of the City's core benefits package.

Employees are not entitled to be paid for PTL upon separation from the City.

Section Five (5)

CITY RULES

5.1 Applicant & Personnel Files

An applicant's social security number, date of birth, or driver's license number may not be obtained before a job offer is made unless required by law or before the time when initiating a credit, driving, or criminal background check. Access to applicant information is limited to purposes of hiring, employment, or as required by law. Applicant information will not be retained longer than two years from the date received unless the applicant is hired. Applications will be safely secured until destroyed. An applicant may, upon request, review this policy before being required to provide information as part of the initial selection process.

Individual employee files are considered confidential data unless otherwise classified public in accordance with state law and the City Retention Policy. Access to them is limited for official City business purposes, and their confidential nature is safeguarded. An employee may review their personnel file. The only other people allowed to see the employee's records, unless otherwise ordered by a court of law with legal jurisdiction, are their supervisor, Department Manager, the City's financial auditors, employees of the Human Resources Department, the City Attorney, and the City Manager. A supervisor from a different City department considering an employee for a new position must have the employee's permission to review that employee's personnel file. If the employee's personnel record needs to be used as evidence in a grievance hearing, the personnel record may become part of the grievance proceeding.

No documents or information in an employee's personnel file shall be released to anyone other than the employee or the personnel identified above unless requested by the employee or approved by the City Attorney. Employees may authorize Human Resources to provide specific information to authorized loan, mortgage, or financial institutions with signed approval.

Current, accurate records concerning each employee are essential. The Human Resources Department must be notified within 30 days if a change in any of the following occurs:

1. Name
2. Physical Address
3. Mailing Address
4. Marital Status
5. Telephone Number (home, cell, and City-issued phone numbers)
6. Number of Dependents
7. Beneficiary Designations
8. Emergency Notification

Upon separation from the City, it is the employee's responsibility to provide the City with information regarding a change of address to ensure timely delivery of the employee's tax record and any other materials the City may need to forward to the former employee.

5.2 Privacy of Personnel File and Other Employee Information

The Human Resources Department will regard employee information as confidential. It will respect the need to protect each employee's privacy by establishing guidelines for the proper receipt, possession, use, retention, and transmittal of personal information used by the City to make appropriate judgments regarding prospective employees, current employees, and retirees. To this end, the City will collect and retain only such personal information pertinent to conducting City business and administering personnel programs. Upon request, employees will be permitted to access their records. Employee files are archived or destroyed in accordance with the City's approved retention policy and State law.

5.3 Personal Property

The City assumes no responsibility for personal property which is lost, stolen, damaged, tampered with, or destroyed at work. Personal property should be secured when left unattended and are brought on City property at the employee's own risk. The City will insure hand tools and toolboxes required by mechanics in Fleet Services, but it is Fleet Services' responsibility to appropriately secure all personal and City property or equipment when left unattended.

5.4 Safety

The health and safety of employees and others on City property are of the utmost concern. It is the policy of Park City Municipal Corporation to maintain the highest possible level of safety in all activities and operations. Our goal is to comply with all health and safety laws by encouraging all employees to make every reasonable effort to keep public and work areas free of hazardous conditions.

It is the responsibility of each employee to work safely and do all possible to prevent accidents or injuries. Every worker is expected to report unsafe conditions, think before acting, and consciously avoid unnecessary risk.

If an employee is injured in connection with employment, regardless of the severity of the injury, the employee must immediately notify their supervisor, seek necessary medical attention and complete a workers' compensation form. The questionnaire can be found on the [employee portal](#) under "Incidents & Workers Comp" or with department supervisors. The questionnaire must be forwarded to Human Resources for completion and submission of the first report of injury form. It is the supervisor's responsibility to notify Human Resources of the injury.

5.5 Driving on City Business & Use of City Vehicles

Motor Vehicle Driving Records

As a means of promoting a safe work environment, driver's license checks will be performed on all applicants after a conditional offer of employment has been made, and for all employees if driving may be necessary to conduct City business. Employees are expected to drive in a safe and responsible manner both on and off the job to maintain a good driving

record. Employees whose driving records are found to be less than acceptable will be referred to the HR Director for review. Criteria that may indicate an unacceptable record includes, but is not limited to:

- Three or more moving violations in past 24 months.
- Reckless driving in the past 24 months.
- Two or more at fault accidents in past 36 months. Contributing factors, such as weather or mechanical problems, may be taken into consideration.
- One or more DUIs/DWIs in past 72 months.
- Leaving the scene of an accident in the past 72 months.
- Any combination of accidents and moving violations.

Employees with an unacceptable driving record may be subject to disciplinary action up to and including termination of employment. Should an unacceptable driving record render the employee “uninsurable” by the City’s insurance carrier, they will be unable to drive any vehicle for City business. Un-insurability may be cause disciplinary action up to and including termination of employment if such interferes with the ability of an employee to perform their job functions as required.

Employees who operate a vehicle on City business are required to notify their supervisors within one day if they receive a conviction for driving under the influence of alcohol or drugs or if they have had their driver’s license suspended or revoked for whatever reason. A license suspension or revocation may cause disciplinary action up to and including termination if such revocation interferes with the ability of an employee to perform their job functions as required.

A personal vehicle used by an employee for City business and eligible for mileage reimbursement must be properly licensed, registered, and insured. Reimbursement shall be at the current IRS mileage reimbursement rate. Individuals called in to work during off-hours may be reimbursed for miles driven to and from work in their personal vehicle.

5.6 City Vehicles

City-owned vehicles are to be used for official business purposes only and shall carry no passengers in them other than as needed for official City business. An employee authorized to drive a City vehicle must have a current State Issued driver’s license. In the case of heavy equipment operators and bus drivers, a driver must possess a valid State Issued Commercial Driver’s License (CDL). Bus drivers will also be required to have air brake and passenger endorsements in addition to the CDL. The City reserves the right to require additional endorsements to the CDL as the position may require. Employees operating City vehicles are encouraged to participate in driving courses that the City may offer and shall always obey Utah state law and City ordinances, including the use of seat belts.

City employees may use City vehicles for transportation needs when available and appropriate while performing City business. If a City car is not available, or circumstances

are such that it is not practical to use a City vehicle, the Department Manager may approve the use of a personal vehicle thereby authorizing reimbursement to the individual for such use.

Employees who are issued City vehicles will be subject to the appropriate IRS regulations governing the use of issued vehicles. The Finance department will assess the appropriate IRS charges in regard to the use of the vehicle.

For more information on city vehicles and personal vehicles used for work purposes, see [Administrative Policy Vehicle Use, Maintenance and Repair policy](#). Smoking is prohibited in all City vehicles.

5.7 Cellular Phones & Mobile Devices

City-issued mobile devices, including cellular phones, smartphones, laptops, tablets, thumb drives and other handheld electronic equipment are considered “computers” and are subject to all computer and internet use policies. Devices are to be used primarily for City business.

Personal use of City-owned devices will require the employee to reimburse the City for cost beyond City/department allowances for service/phone/data/txt plans.

For non-exempt employees, use of City-owned wireless devices and smart phones for city business while not working (off the clock) is prohibited. Such use is considered a compensable time and must be pre-approved by the employee’s supervisor and reported to payroll on the employee’s timecard. Any phone calls or emails made to the employee or by the employee for City business must be pre-approved by the employee’s supervisor commensurate with Overtime policy section [4.6 Overtime](#).

City Phones are required to have a protective case and a screen protector (tempered glass is preferred) that are appropriate for the anticipated use. Phones with shatterproof glass screens are exempt from the screen protector requirement. Phones are expected to last a minimum of two years unless there is a justifiable need to replace them earlier. Phones at the end of their life must be turned into the IT Department, where they will be properly recycled.

Apps: Personal applications (apps) can be downloaded so long as they are paid for by the employee and comply with all City Policies. Apps cannot interfere or conflict with the business use of the device or increase costs to the City. Employees assume all responsibility for any personal data and financial risk for purchasing apps and/or accessories. The IT department will not support or guarantee any personal aspects of the device and will not be held liable for data loss or hardware/software incompatibilities.

IM: Instant messaging (IM) linked to or part of a City public safety software system, ~~such as the Computer Aided Dispatch (CAD) system,~~ shall be kept for 6 months and not deleted by users. Other instant messaging should be considered similar to a phone conversation with the realization that outside parties may limit the storage of the messaging. Messages shall be kept for a minimum of 24 hours. Users may delete IM conversations older than 24

hours from mobile or computer devices when administrated need (if any) ends.

MMS, SMS, and TXT: Multimedia Messaging Service (MMS), Simple Messaging Service (SMS), Text Messaging (TXT), and chat are discouraged for use in conducting substantive business. Text and related messages should be short and considered similar to a phone conversation with the realization that outside parties may limit the storage of the messaging. Messages shall be kept for a minimum of 24 hours. Users may delete text and related conversations older than 24 hours from mobile or computer devices when administrated need (if any) ends. Users are encouraged to start a new text or related messages rather than add messaging to the back end of a long string of messages in one text conversation.

Personal Devices: The use of any personal devices (e.g. “Android, iPhone, iPad, audio recordings, memory devices, etc.) to conduct City business (or ancillary to assigned job duties), to collect or create data including documents, messages, video, photographs or audio recordings becomes the property of the City and cannot be copied, distributed, posted or printed beyond the official work need. Such data is subject to Social Media Policy, eDiscovery, and GRAMA requirements. Employees wanting to synchronize mobile devices with City messaging services must agree to and submit the “**Personal Device Access Agreement**” form located on the employee portal under City Policies to their department for approval.

PIN: Policies enforced on mobile devices will require the use of a security pin. If multiple failed login attempts are made (as determined by the software), data on the device will be erased.

USE: When using City or personal devices for work purposes, employees are expected to obey all applicable laws, exercise reasonable care, and follow all applicable department, operating and safety guidelines. Employees should not use mobile phone devices for work or personal purposes while operating any motor vehicle.

- Employees should turn off their cell phone and any other equipment before driving or allow voicemail to handle calls.
- If an employee needs to place or receive a call, they should wait until they can legally stop at a safe location and place the vehicle in ‘park’ before using the phone.
- Using messaging services such as text and email while operating a motor vehicle is strictly prohibited.

EXCEPTIONS:

- Public Safety/Law Enforcement or emergency service personnel acting in the course and scope of employment;
- Communications during a medical emergency or when providing roadside or medical assistance;
- 911 or other communications to report a safety hazard, an emergency or other public
- safety communication such as reporting criminal activity or assistance relating to criminal activity with reasonable care taken to perform the call, which may

include pulling over to the side of the road provided a safe and legal location is timely available;

- Use of Transit and Snow Removal Driver two-way radios during shifts;
- Use of GPS navigation services is allowed but must provide audio directions and be programmed and adjusted while the vehicle is safely parked;
- Public Works on-call employee receipt of emergency/essential calls, with reasonable care taken to perform or take the call, which may include pulling over to the side of the road provided a safe and legal location is available.

All staff authorized to drive a City vehicle or a personal vehicle on City business must complete Inattentive Driving Training. Employees shall refrain from doing any activity that would contribute to careless driving. Careless driving activity examples include any activity unrelated to the operation of the vehicle, such as eating, grooming, or searching for an item in the vehicle.

Any employee who is found guilty of careless driving while on City time or while driving a city vehicle will receive a safety violation that will be reflected in the employee's next performance evaluation and personnel file. Any city-issued device may be removed from their possession, and there may be revocation of their City business driving privilege. Utah law defines careless driving as committing a moving violation (other than speeding) while distracted by the use of a handheld cell phone or other activities not related to driving. Repeated violations may result in the revocation of such equipment and City driving privileges, as well as progressive discipline up to and including termination.

Any employee who is observed/found using such equipment or doing any other inattentive driving activity while operating a motor vehicle during City business may receive a safety violation. Safety violations will be reflected in the employee's next performance evaluation and personnel file. Repeated violations may result in the revocation of use of such equipment and City driving privileges and progressive discipline up to and including termination.

Employees who violate this policy risk having cellular or mobile device privileges revoked.

Lost or stolen devices must be reported immediately to the IT department for security and service changes. The cost of damaged or lost equipment due to employee negligence may be charged to the employee.

5.8 Personal Conduct & Hygiene

Employees are expected to conduct themselves in a positive, courteous and appropriate manner to promote and reflect the best interests of the City. While working or representing their department or the City, employees are expected to maintain an appearance that promotes a clean, positive and professional image. Employees are expected to dress in attire or uniform appropriate or required for the workplace and their work assignment. Employees are expected to maintain a high standard of cleanliness and personal hygiene.

5.9 Rules of Conduct

Disclaimer: The policies and procedures stated in this manual and in other personnel statements or materials issued by the City are not intended to create either expressed or implied contract rights respecting the procedures, terms, conditions, or duration of employment nor other obligation or liability on the part of the City. The State of Utah is an “at will” employment state. Accordingly, employment with the City is on an at-will basis, meaning that it may be terminated by the employee or City Manager at any time, for any reason or no reason, without notice, and without procedures or formality.

The City believes that certain rules and regulations regarding employee conduct and behavior are necessary for efficient business operations and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the City, and is offensive to customers, the public, or coworkers will not be tolerated and may result in immediate dismissal.

Inappropriate actions include but are not limited to:

- Refusal to support department and City goals and programs.
- Sleeping on the job.
- Neglect of duty.
- Disrespectful behavior and/or poor attitude.
- Failure or willful refusal to perform work as directed and/or insubordination.
- Lack of cooperation with or impeding a department, City, or Police investigation.
- Negligence in observing or reporting fire prevention issues (including smoking in designated areas only), safety regulations or any condition that may cause harm to employees or the general public.
- Improper notification of sick leave to Manager; not providing notice of known upcoming sick leave of three or more days or not providing doctor’s note after three or more days of consecutive days of day-to-day sick leave (see section [4.16 Sick Leave & Sick Leave FMLA](#)); habitual tardiness or absenteeism.
- Unwillingness or inability to work in harmony with others. Behavior which shows clear lack of courtesy, or creates irritation or friction with others.
- Soliciting or distributing non-related City products or programs via e-mail or in person.
- Deliberate omission, alteration, or falsification of information on employment applications, time records, medical reports, expense records, absentee reports, work-related injury reports, unemployment reports, or other City records.
- Reporting to work under the influence of alcohol, illegal drugs, or narcotics; using, selling, or dispensing illegal drugs or narcotics on City premises; reporting to work under the influence of over-the-counter (OTC) drugs that may adversely affect performance or safety of the employee or others.
- Failure to reasonably comply with City policies governing City communications systems.
- Breach of confidentiality.
- Lack of proper hygiene, or clothing inappropriate for the workplace.
Failure to maintain uniforms to department standards.
- Engaging in or threatening acts of workplace violence, including but not limited to:

- Possessing firearms or other weapons on City property with the exception of Peace Officers and Law Enforcement Officials as defined by [Utah Code Section §76-10-523](#) and as authorized by [Utah Code Section §53-5-704](#).
- Fighting or assaulting a co-worker, guest, visitor, or customer
- Threatening or intimidating a co-worker, guest, visitor or customer
- Engaging in any form of harassment.
- Stealing, destroying, defacing, or misusing City property or other employees, customers, or guest's property.
- Misusing City communications systems including electronic mail, computers, Internet access, and telephones.
- Refusing to follow instructions concerning a job-related matter or insubordination.
- Failing to wear assigned safety equipment or failing to abide by safety rules or policies.
- Smoking where prohibited by section [5.20 Smoking](#), local and State law.
- Using profanity or abusive language or actions.
- Gambling on City property.

The examples of inappropriate behavior described above are not intended to be an all-inclusive list. At management's discretion, any violation of the City's policies or any conduct considered inappropriate or unsatisfactory may subject an employee to disciplinary action up to and including termination. Any questions in connection with this policy should be directed to your supervisor or Human Resources.

Employees are expected to conduct themselves in a positive and appropriate manner to promote and reflect the best interests of the City. Appropriate employee conduct includes:

- Treating customers, visitors, the public and co-workers in a courteous and respectful manner.
- Refraining from behavior or conduct that is offensive, undesirable, or which is contrary to the City's best interests or core values.
- Reporting to management any suspicious, unethical, or illegal conduct by co-workers, customers, suppliers, or vendors.
- Reporting to management any threatening or potentially violent behavior by coworkers, customers, or suppliers.
- Cooperating with a department, City, or Police investigation.
- Complying with all City safety and security regulations.
- Wearing clothing appropriate for the work being performed.
- Performing assigned tasks efficiently and according to established quality standards.
- Reporting to work punctually and as scheduled.
- Giving proper advance notice when unable to work or report on time according to section [4.11 Absences and Tardiness](#) or specific department policies.
- Smoking only at times and in places not prohibited by section [5.20 Smoking](#), and local or Utah State law.

5.10 Harassment

The City is committed to the belief that all employees have the right to work in an environment free from discrimination and harassment. The City strictly prohibits harassment of or by its employees, vendors, customers, or others who enter our workplace in any form. All employees at any level of employment with the City must avoid offensive or inappropriate harassing behavior. The City holds employees responsible for ensuring that the workplace is free from any type of harassment. Employees should always treat other employees with respect, dignity, and in a manner so as not to offend the sensibility of their co-workers. The City is committed to the vigorous enforcement of its harassment policy at all levels of employment and in all City workplaces.

The City bases its harassment policy on Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I and Title V of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the Rehabilitation Act of 1973 and the Civil Rights Act of 1991. It also bases its policy on the Equal Employment Opportunity Commission's (EEOC) definition of sexual harassment, which is: "Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly a term or condition of an individual's employment; (2) submission to or rejection of such by an individual is used as the basis for employment or decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

Specifically, the City prohibits conduct that may include but is not limited to the following:

- a. Degrading words to describe an individual; threats; offensive comments; derogatory remarks; innuendos or taunts; off-color language or jokes; and sexually suggestive objects, books, magazines, photographs, cartoons, or pictures.
- b. Display, storage or transmitting of offensive, pornographic, racist, or offensive language, signs, or images from any personal cell phone, PDA, computer, or radio while on-duty.
- c. Any verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- d. Sexual harassment, including sexual harassment of women by men, men by women, and same sex harassment.
- e. Engaging in indecent exposure.
- f. Unwelcome sexual advances.
- g. Requests for sexual favors, whether accompanied by promises or threats with regard to the employment relationship.
- h. Other verbal or physical conduct of a sexual nature made to an employee that may threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of the sexual advances will in any way influence any personal decision regarding that person's employment, evaluation, wages,

advancement, assigned duties, shifts, or any other condition of employment or career development.

- i. Other harassing conduct committed in the workplace by supervisors or non-supervisory personnel, whether physical or verbal.

Any type of harassing conduct may result in disciplinary action up to and including termination. Any supervisor or manager who has knowledge of such behavior yet takes no action to end it is also subject to disciplinary action. Employees are prohibited from harassing other employees whether the incidents of harassment occur on employer premises or whether the incidents occur during business hours.

Employees who have complaints of harassment by anyone in the workplace, including supervisors, co-workers, or visitors, are urged to report such conduct to their supervisors or Department Managers. They will report the incident to the Human Resources Director so that the City may investigate and resolve the problem. If the complaint involves an employee's supervisor or someone in the direct line of supervision, or if the employee for any reason is uncomfortable in dealing with their immediate supervisor, the employee may go directly to any Department Manager, any management team member or directly to the Human Resources Director, City Attorney, or City Manager.

The City endeavors to investigate all complaints as expeditiously and professionally as possible. Where investigation confirms allegations of harassment, the City shall take appropriate corrective action.

If, after careful investigation, the City is unable to confirm an allegation of harassment, the City may transfer an employee to a new location where the employee will not have any contact with the alleged harasser.

To the extent possible by regulation or law, employees will be apprised of the investigation process and the conclusion of the investigation.

The City makes every attempt to keep confidential the information provided to it in the complaint and investigation process to the fullest extent permitted by the circumstances. Retaliation against employees for reporting harassment or assisting the City in its investigation of a complaint is against the law and is not permitted. Retaliation may include but is not limited to, such acts as refusing to recommend the employee for a benefit for which they qualify, spreading rumors about the employee, encouraging hostility from co-workers, and escalating the harassment.

If, after investigating any complaint of harassment, the City learns that an employee provided false information regarding the complaint, the City may take disciplinary action against the employee.

5.11 Retribution and Retaliation

Supervisors, managers, and employees are not permitted to engage in any form of

retaliation or retribution.

- **Retaliation:** the taking of any unfavorable job or employment action against an employee who in good faith reports suspected instances of inappropriate business conduct, activity, safety or policies and procedures violation.
- **Retribution:** the dispensing of any punishment (formal or informal) against an employee who in good faith reports suspected instances of inappropriate business conduct, activity, safety or policies and procedures violation.

Any supervisor, manager, or employee who engages in retribution or retaliation against a reporting employee is subject to disciplinary action up to and including termination. Any supervisor, manager, or employee who purposely reports false information of retribution or retaliation to settle personal grievances is subject to disciplinary action up to and including termination.

5.12 Use of Drugs and Alcohol

a. Objectives

Park City Municipal Corporation is concerned about employee health and safety. The City recognizes that illegal drug use and alcohol abuse can destroy health and adversely affect personal life and work performance. Employees who abuse drugs or alcohol are a source of danger to themselves and their co-workers. The employee likely will incur medical costs much higher than those of other employees, which may increase health insurance premiums. The quality and efficiency of performance will suffer, and absenteeism and tardiness will likely increase. All these symptoms of alcohol and drug abuse will damage the City's productivity and competitiveness in the marketplace.

To protect the safety of all employees and the public and to prevent decreased productivity and work quality, the City may require employees to submit to testing for illegal drugs or alcohol under the following circumstances:

1. Investigation of possible individual employee impairment.
2. Investigation of accidents in the workplace or incidents of workplace theft.
3. Maintenance of safety for employees or the public or
4. Maintenance of productivity, quality of products or services, or security of property or information.

b. Definitions

The following definitions apply:

1. **Alcohol** - ethyl alcohol or ethanol.
2. **Illegal Drugs** - any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other drug compendia, or supplement to any of those compendia or substances declared illegal under applicable state statutes (such as "spice," "bath salts," and similar natural or synthetic drugs). The term Illegal Drugs does not include a drug taken in accordance with a valid prescription if taken as prescribed or other use authorized by law.

3. **Positive Test Results** - the results of a test for Alcohol or drugs that shows the presence of detectable levels of Alcohol (detectable defined as blood alcohol level of .04 or above) or Illegal Drugs in your system (including without limitation blood and urine.)
4. **Under the influence** - (a) to be unable to perform work safely or productively, OR (b) to have impaired judgment, OR (c) to be a potential threat to personal safety or welfare or that of other employees or the general public, OR (d) to be impaired in physical or mental functioning in any respect resulting from the use of Alcohol or Illegal Drugs, OR (e) to receive a Positive Test Result indicating the presence of detectable levels of Alcohol or Illegal Drugs in your system.
5. **Park City Municipal Corporation Premises** - (a) all property, offices, facilities, manufacturing plants, land, buildings, structures, and installations used by the City in the course and scope of their employment; (b) automobiles, trucks, and all other vehicles and equipment, whether owned or leased by Park City Municipal Corporation or used by an employee in the course and scope of their employment; (c) Any parking lot or any automobile parked on any parking lot used by employees of Park City Municipal Corporation to park their personal vehicles during work hours, (d) automobiles owned or leased by employees while those automobiles are being used on the City's business. The term Park City Municipal Corporation Premises also includes all customer properties, areas under Park City Municipal Corporation's control, and any other work locations or mode of transportation to and from those locations during working time and while in the course and scope of employment with Park City Municipal Corporation or while conducting City business.

c. Policy Application

This policy applies to all City employees, volunteers, and employment applicants.

Park City Municipal Corporation will discipline any employee, up to and including immediate discharge, or refuse to hire any job applicant who violates this policy.

d. General Rules

1. Employees may NOT be under the influence of Alcohol while performing job responsibilities, operating an automobile, truck, or other vehicle or equipment leased or owned by the City, operating a personal vehicle while on business for the City. Exceptions may be allowed for City functions (See section [5.11 Alcohol and Drug Use I. Alcohol Consumption at City Functions](#)).
2. Employees may NOT use or be under the influence of Illegal Drugs, regardless of whether Illegal Drug use has any adverse impact on job performance.
3. Employees may NOT unlawfully use, manufacture, distribute, possess, purchase, or sell Illegal Drugs or Alcohol at any time. If convicted of a crime (under state or federal law) as the result of unlawful use, manufacture, distribution, possession, purchase, sale of Illegal Drugs or Alcohol, or DUI employees must report the conviction to the Human Resources Manager or the City Manager within five working days of conviction.

4. Employees may NOT tamper with the testing procedure in any manner that is designed to, or that reasonably could interfere with, the accuracy of the testing procedure [e.g., using an adulterant (either by ingesting a substance into the body or adding a substance to the testing sample in an attempt to interfere with or negate the test results), attempting to hydrate the body before testing or substituting urine or any other substance for the testing sample].

The Park City Municipal Corporation will discipline employees who violate any of the General Rules discussed above up to and including termination.

e. Drug and Alcohol Testing

Park City Municipal Corporation, in its sole discretion, may require employees to submit to a test for the presence of Illegal Drugs (including legal drugs not taken under a lawful prescription) or Alcohol under the following circumstances:

1. **Pre-Employment Testing:** As mentioned in section [2.5 Pre-Employment Drug Testing](#), the City has a responsibility to employees to make a reasonable effort to provide a safe workplace and a responsibility to the public to make a reasonable effort to promote public safety. Therefore, applicants may be required to submit and pass a drug screening test as a condition of employment. Positive test results will make candidates ineligible for hire for a minimum of one year.
2. **Post-Accident Testing:** Employees will be required to sign the appropriate consent and release form(s) and allow Park City Municipal Corporation to test them for Illegal Drugs or Alcohol if employees are involved in: (a) any on-the-job accident or another incident where the City has reasonable suspicion that Illegal Drug or Alcohol use may have been involved; (b) any on-the-job personal injury accident that results in the need for medical treatment by a clinic or hospital; or (c) any on-the-job accident which results in damages to property estimated equal to or in excess of \$2,500 commensurate with [Utah Code Ann. 41-6a-401 as amended](#). Park City Municipal Corporation will require post-accident testing for Alcohol only if it has reasonable suspicion that the use of Alcohol may have caused or contributed to the accident.
3. **Reasonable Suspicion Testing:** If a City supervisor has reasonable suspicion that an employee is using and/or under the influence of Illegal Drugs and/or Alcohol on Park City Municipal Corporation Premises, the employee will be required to sign the appropriate consent and release form(s) and allow the City to test for Illegal Drugs and/or Alcohol. Indications of individual, job-related impairment that constitute grounds for requesting a drug or Alcohol test include, but are not limited to, the manifestation of physical or physiological signs, symptoms, or reactions commonly caused by the consumption or ingestion of Alcohol or drugs (i.e., the odor of Alcohol, slurred or thickened speech, apparent loss of coordination or unsteady gait, or uncharacteristic emotional behavior), failure to meet performance standards, and attendance and tardiness problems. Any City supervisor or employee who observes

possible Illegal Drug or Alcohol use must immediately inform the Human Resources Manager or the City Manager.

4. **Random Testing:** The Federal Highway Administration has Drug and Alcohol Rules for employees with a commercial driver's license (CDL). These rules are available in the Code of Federal Regulations Title 49 Part 382. Park City may perform random testing for employees required to have a CDL in accordance with these rules.

The City will count the time needed for testing as hours worked for compensation and benefits. Park City Municipal Corporation will keep written records of testing for Illegal Drugs and Alcohol. The City will treat all information, interviews, reports, statements, memoranda, or test results as confidential communications and keep the information in a file separate from the personnel file. The City will not provide information regarding testing results to any third party except as specifically allowed by law.

Employees will be discharged if they refuse to sign a requested release form(s) or to submit to testing for Illegal Drugs or Alcohol OR if the employee tampers with the testing procedure in any manner that is designed to or that could nullify or interfere with the accuracy of the testing procedure. The City will discipline employees who receive a Positive Test Result for the presence of Illegal Drugs or Alcohol up to and including termination.

f. Testing Procedure

Employees will be transported to a testing facility and accompanied within a close proximity during testing by a Supervisor or designee. A licensed physician, testing clinic, or laboratory established by the City that meets applicable standards will collect the testing sample. Samples will be collected with reasonable regard for privacy unless the licensed physician, testing clinic, or laboratory reasonably believes that employees have altered or made substitutions to the testing sample.

A federally or state-certified laboratory or other appropriate laboratory facilities will conduct the testing. Any positive test result will be identified or confirmed by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable analytical method, as determined by the testing laboratory. In the event the laboratory uses a testing sample other than a urine sample, it will use testing procedures (including appropriate confirmation testing) that meet applicable standards.

If the employee tampers with the testing procedure in any manner that is designed to or that reasonably could interfere with the accuracy of the testing procedure [e.g., using an adulterant (either by ingesting a substance into their body or adding a substance to their testing sample in an attempt to interfere with or negate the test results), attempting to hydrate the body prior to testing, or substituting urine or any other substance for the testing sample], the City will terminate their employment.

The laboratory will use testing procedures for the presence of Alcohol that meets applicable standards.

The City will use a medical review officer (MRO) to interpret any first or second test confirmed positive results. An MRO is a licensed health care provider who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate a positive test result related to medical history and any other biomedical information. The MRO will discuss the Positive Test Result with the employee, including obtaining information that may explain the Positive Test Result (e.g., a drug taken under a lawful prescription, circumstances that may explain a false positive, etc.). If, after evaluating the information received from the employee, the MRO determines that the employee's Positive Test Result was the result of use of Illegal Drugs or Alcohol (including without limitation the taking of a drug not under a lawful prescription or over-the-counter instructions), the MRO will inform the Human Resources Director or designee.

At the discretion of the City and employee, employees receiving a positive test result may be directed to the City's Employee Assistance Program (EAP). Employees will be subject to any treatment plan developed by the EAP and the City. The cost of the treatment will be the responsibility of the employee unless designated otherwise by the City Manager. However, the City maintains the right to terminate an employee at its discretion at any stage of the treatment process. Treatment will not be in lieu of discipline up to and including termination.

Employees will not be notified of negative test results unless he/she requests the test result from the City in writing within a reasonable time following the test.

The City will pay all costs of testing for Illegal Drugs and Alcohol required by the City, including the cost of transportation if the testing is conducted at a place other than the work site.

g. Appeal Procedure

If an employee receives a Positive Test Result, they may, at their option, contact the testing laboratory and request a new test of the same sample *at their own expense*. Any request for a re-test must occur within three business days of the date they are notified of a Positive Test Result (please contact Human Resources to obtain contact information for the testing laboratory). It also is the employee's responsibility to notify the City after they have requested a re-test of the original sample. The City has no responsibility to ensure that the re-test occurs. The results of any re-test must be forwarded by the testing laboratory directly to the City. If employees do not receive a Positive Test Result on the new test, the City may request that they sign the appropriate consent and release form(s) and be tested a final time. The final test may be of the same or a new sample, at the City's sole discretion. If employees refuse to sign the appropriate consent and release form(s) for the final test, they will be discharged. If employees receive a Positive Test Result on the final test, the City may discipline up to and including termination.

h. Consent and Release Form(s)

At the time an employee is required to undergo testing for Illegal Drugs or Alcohol, they will be required to sign consent and release form(s) approved by the City at the testing facilities identified by the City. An employee will be discharged if they refuse to sign the consent and

release form(s).

i. Use of Prescription Drugs or Over-the-Counter Medications

This policy does not prohibit the normal use of prescription drugs as ordered by a licensed health care provider or over-the-counter medications. However, while employees are on City premises, the City prohibits the use of any prescription medication that is not prescribed for the employee, or that is not taken in accordance with the prescription instructions. In addition, the City prohibits the abuse of over-the-counter medications on City Premises.

In accordance with Utah Code Title 26, Chapter 61a or Utah Code section 58-37-3.7, the City shall treat an employee's use of medical cannabis in the same way the City treats employee use of any prescribed controlled substance except when the employee's position requires federal funding, federal security clearance, or any other federal background determination required for the employee's position.

The following general statements will apply:

1. If the employee has been informed by label warnings or physician instructions or otherwise has reason to believe that their use of any prescription drug or over-the-counter medication may interfere with their ability to perform the essential functions of their job, the City encourages the employee to speak to their supervisor or the Human Resources Director. Examples of drug side-effects that may interfere with an employee's ability to perform the essential functions of their job include but are not limited to drowsiness, restricted vision, or restricted motor control. The City will take steps as required by law to reasonably accommodate employees and prevent a significant risk of substantial harm to the health and safety of employees and co-workers. Nothing set forth in this paragraph shall impose any contractual or other obligation on the part of Park City Municipal Corporation except as required by the Americans with Disabilities Act or any state or local statute or regulation prohibiting discrimination on the basis of disability or handicap.
2. While on Park City Municipal Corporation Premises, employees must NOT consume prescription drugs more often than instructed on the prescription label.
3. While on City/customer premises, employees must NOT allow a co-worker or other person to take the prescription medications of others.
4. While on Park City Municipal Corporation Premises, employees must keep all prescription and over-the-counter medication in its original container. All prescription medication must be in the employee's name and have the doctor's name and prescription number on the label.

Employees may use over-the-counter medications or prescription medication if it will not adversely affect work performance. However, Park City Municipal Corporation at all times reserves the right to have a licensed health care provider determine if the use of a prescription or over-the-counter drug or medication may adversely affect job performance or increase the risk of injury to employees or co-workers. In that event, the Park City Municipal Corporation may limit or suspend work activities until employees are no longer using the over-the-counter medication or prescription drug, in accordance with applicable federal and state

law.

j. Americans with Disabilities Act

Alcoholism is considered a disability under the Americans with Disabilities Act. If an employee believes they may suffer from Alcohol abuse associated with alcoholism, the City strongly encourages him/her to contact the Human Resources Manager or the City Manager. In accordance with the Americans with Disabilities Act, the City will make reasonable accommodations if the employee suffers from alcoholism, including encouraging employees to participate in rehabilitation programs.

If an employee suffers from alcoholism, they will be held to the same job performance standards and behavior as other employees. The City will not tolerate tardiness, absenteeism, accidents, or other unsatisfactory job performance caused or created by alcoholism. The City will discipline an employee if alcoholism adversely affects job performance or conduct so that the employee may no longer be considered a qualified individual with a disability.

k. Rehabilitation

The City does not have an Alcohol or drug rehabilitation program. However, if an employee believes they may have a substance abuse problem and would like assistance, please contact the Human Resources Manager. The City will not discipline an employee solely for seeking assistance or admitting the use of Illegal Drugs or Alcohol.

Employees disclosing the use of Illegal Drugs or Alcohol at work, who have not received a request for testing from the City, will be referred to the City's EAP. The City will treat the request confidentially. Employees may receive financial assistance for rehabilitation programs through the City's group medical benefit plan, subject to the terms, conditions, and limitations set forth therein. The City may allow an employee a leave of absence to obtain treatment.

If an employee seeks assistance for an Illegal Drug or Alcohol abuse problem only after being notified that they will be tested, they will be required to complete the testing and may be disciplined for violation of this Policy.

Nothing in this section prevents Park City Municipal Corporation from disciplining an employee for any violation of this policy. Nothing in this policy modifies an employee's status as an at-will employee.

l. Alcohol Consumption at City Functions

Possession, consumption, or use of alcoholic beverages at City functions may occur only with prior approval from the City Manager and manager of the department organizing the event. After approval, the manager of the organizing department has ultimate responsibility for ensuring that employees adhere to the guidelines presented below. All employees are responsible for adherence to City policy and event consumption limitations. Failure to do so may result in disciplinary action up to and including termination.

City functions to which this policy applies may include but are not limited to receptions,

meetings, recruitment socials, retirement and anniversary parties, end of season celebrations, City events and parties, and service award recognition events.

Employees are subject to City policy on alcohol consumption unless the City Manager has made an exception if one of the following criteria is met:

- Alcohol consumed was purchased using City funds.
- Employees attending an event are operating in an official capacity as a required job function.

City functions involving the consumption of alcohol must adhere to the following:

1. Employees who choose to drink alcoholic beverages at City functions are expected to behave under usual business standards and all City policies.
2. The department manager of the department organizing a function where alcohol is served is responsible for ensuring adherence to these guidelines.
3. Alcoholic beverages are not to be served in offices or work areas.
4. Alcoholic beverages are served, rather than simply made available, to those who wish to partake. Self-serving of alcoholic beverages at City functions is strictly prohibited.
5. Any off-site functions are held in appropriately licensed facilities, with drinks served by professional bartenders.
6. Food must be available.
7. Alcoholic beverages will be served for a restricted period; generally no more than two hours. Possible exception: If the function is planned for an extended period of time, e.g., a full or half-day, alcohol may be served for a longer period with prior City Manager approval. However, alcohol service must cease no less than one hour before the end of the function.
8. Alcohol is not to be served to minors or anyone who appears to be impaired.
9. Safe passage home must be pre-arranged by an employee who plans to consume alcoholic beverages at City functions.

Employees are expected to use good judgment and discretion in regard to the use of alcohol.

5.13 Workplace Violence

Park City Municipal Corporation provides a safe workplace for all employees. To ensure a safe workplace and reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy. The following guidelines have been adopted to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. This policy applies to all full-time regular, special employment appointments, part-time and seasonal employees.

All employees (including managers, supervisors, part-time, seasonal, student interns, and special employment agreement) and volunteers should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Park City Municipal Corporation without

proper authorization. Possessing firearms or other weapons on City property with the exception of Peace Officers and Law Enforcement Officials as defined by [Utah Code Section §76-10-523](#) and as authorized by [Utah Code Section §53-5-704](#) is prohibited.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the employee's immediate supervisor or any other member of management. This includes threats by employees, customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

Park City Municipal Corporation will promptly and thoroughly investigate all reports of threats of (or actual) violence and suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, Park City Municipal Corporation may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Any type of workplace violence committed by or against employees will not be tolerated. The following list of behaviors, while not all-inclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person.
- Making threatening remarks.
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging employer property or property of another employee.
- Possessing firearms or other weapons on City property or while on City business with the exception of Peace Officers and Law Enforcement Officials as defined by [Utah Code Section §76-10-523](#) and as authorized by [Utah Code Section §53-5-704](#) Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situations must be reported immediately to a supervisor,

manager, or the Human Resource Department. Employees are expected to exercise good judgment in recognizing dangerous situations. Such behavior includes:

- Discussing weapons or bringing them to the workplace
- Displaying overt signs of extreme stress, resentment, hostility, or anger
- Making threatening remarks
- Sudden or significant deterioration of performance
- Displaying irrational or inappropriate behavior

Employees are encouraged to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence. Park City Municipal Corporation is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

At any time, if employees or the public are threatened or may be in danger, please contact the Park City Police Department or dial 911 immediately.

5.14 Outside Employment

Outside employment includes self-employment and is defined as work performance other than City work for self or others for compensation. Full-time regular employees must request permission to accept outside employment to their Manager and the Human Resources Department, which will then forward the information to the City Manager. The City Manager must approve outside employment. Outside employment permission forms are available from Human Resources or [on the employee portal \(cp.parkcity.org\)](http://cp.parkcity.org) [on the forms page of ADP](#) [the Employee Form found the ADP homepage](#). Failure to provide notification of outside employment may result in disciplinary action up to and including termination. The request should include any pertinent information about the outside employer, the nature of the employment, and the hours of employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. Permission shall not be given if it is determined that such outside employment is likely to physically or mentally hamper the employee's ability to do the job required of them by the City, or if it is likely to reflect discredit on the City's service or the employee, or if it is in conflict with one's position as a City employee. Any changes to position or employer must be re-approved.

Approval of outside employment is valid until February following its approval. In September of each year, all full-time regular employees must complete a new Outside Employment form and have their Manager, the Human Resources Department, and the City Manager re-approve the outside employment position.

5.15 Disciplinary Procedures

Disclaimer: The policies and procedures stated in this manual and other personnel statements or materials issued by the City are not intended to create either express or implied contracts respecting the procedures, terms, conditions, or duration of employment, or other obligation

or liability on the part of the City. Unless otherwise provided by State law, employment with the City is at-will and shall remain as such notwithstanding the procedures below, meaning that it may be terminated by the employer or City Manager at any time, for any reason or no reason, without notice, and without procedure or formality.

It is the City's policy that all employees are expected to comply with City standards of behavior and performance and that any noncompliance with these standards must be corrected.

Under normal circumstances, the City endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and inappropriate behaviors and an opportunity to improve or correct deficiencies or behaviors. The procedures set out below are as complete as the City can reasonably make them. However, they are not necessarily all-inclusive. The City may vary from the rules/procedures listed if, in its opinion, the circumstances require. As such, the City retains the right to administer discipline in any manner approved by the City Manager. This policy does not modify the status of employees who are employees at-will. Supervisors must have manager approval before issuing any reprimands. Managers must meet with the Human Resources Director or designee before issuing any reprimand.

The normal application of progressive discipline:

Verbal Reprimand: If an employee is not meeting City standards of behavior or performance, the employee's supervisor should take the following action:

- a. The supervisor shall discuss the matter with the employee.
- b. Inform the employee of the nature of the problem and the action necessary to correct it. Explain what constitutes proper conduct, standards of behavior, or performance.
- c. The supervisor should prepare a written record documenting the meeting has taken place.
- d. Verbal reprimands should be submitted to the Human Resources Department. They are not filed in employees' files.

1st Written Reprimand: If there is a second occurrence or intentional or repeated related or unrelated offenses:

- e. The employee receives written notice of discipline or reprimand following intentional or repeated or unrelated offenses. A copy of the written notice is placed in the employee's personnel file.
- f. The supervisor may suspend the employee with or without pay as approved by the City Manager.
- g. Written reprimands should be submitted to the Human Resources Department. They are filed in employees' files.

2nd Written Reprimand: If there are additional occurrences, the supervisor should take

the following action depending on the severity of the conduct or offenses:

- h. The employee receives final written notice of discipline or reprimand following serious misconduct or further repeated related or unrelated offenses.
- i. The supervisor may suspend the employee with or without pay as approved by the City Manager.
- j. Written reprimands should be submitted to the Human Resources Department. They are filed in employees' files.

Termination: Employee is recommended for termination as the result of a serious offense or the final step in the progressive discipline process. Discharged employees may have rights of appeal as set forth in [Section 6 Procedures for Employee Complaints, Discharge and Transfer Appeals](#) of this Manual.

Although they may not necessarily agree with the disciplinary action, employees must sign the form or memorandum signifying that they are aware that disciplinary action has been taken against them. If an employee refuses to acknowledge the disciplinary action with their signature, the supervisor shall have another supervisor witness the refusal, and both supervisors will sign indicating the employee's refusal.

A Supervisor may recommend removing a written record from the employee's file after a specified time of meeting certain performance conditions outlined in the written notice or a subsequent performance review, with the approval of Human Resources and the City Manager. The specified time shall, at a minimum, include one (1) year. Written notice may be removed after that specified time based upon satisfactory performance related to outlined conditions, no additional performance issues, and the approval of the supervisor, Human Resources, and the City Manager. The removal of written records is generally disfavored and may be approved or denied in the sole discretion of the City Manager.

Removal requests will typically only be considered for relatively minor matters where the City Manager finds no further personnel need for the record, and its continued inclusion in the file would unnecessarily tarnish the employee's employment history. Denials of such requests are not considered adverse job actions and may not be appealed.

5.16 Strikes and Work Stoppages

Every City employee, by accepting or retaining a position with the City, agrees that they will not engage in, threaten to engage in, encourage, or plan any strike or job action, whether it be in the nature of an immediate walk out or resignation after notice or job slow down. Any violation of this section shall be grounds for removal from the City's employment and grounds for refusal of reinstatement or employment within the City.

5.17 Solicitations

Solicitations by employees or unauthorized vendors on City premises are prohibited. The prohibition applies both to employees on working time and to non-employees.

5.18 Gratuities

All employees who accept any type of gratuity (anything of monetary value) must report it on their timecard as wages commensurate with the IRS tips reporting guidelines referenced in [Publication 531, Reporting Tip Income](#). Employees shall not directly or indirectly solicit any gift or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form except as specifically provided herein. Employees may be permitted to accept food and items of nominal value as defined by [Utah Code Section §3-1-4\(C\)](#), Title 3 of the Municipal Code. Any employee who is uncertain whether an offered gratuity may be accepted may request a ruling from the City Attorney as to the propriety of the offered gift.

Official Master Festival and Special Event sponsorship materials, tickets and event invitations that the City receives in its corporate capacity, which may be distributed to officials and/or employees by the City Manager in their sole discretion, shall not be considered a gift or gratuity for purposes of this section.

5.19 Information Technology (IT)

a. City Business Use

In general, IT systems and services are provided for City business. This includes but is not limited to computer equipment, phones, printers, photocopiers, FAX devices, email services, software, Internet access, wireless services (Wi-Fi, 3G/4G), and data storage. City systems are not to be used in a way that may be disruptive, offensive to others, in conflict with city business operations, or harmful to morale.

Users should have no expectation of privacy when using City equipment, data, or networks. All electronic files and messages, sent and received using City systems or City provided Internet access, including web-based messaging systems, are subject to viewing, inspection, release, and archiving by authorized personnel at all times to the extent that applicable laws do not supersede such rights. The City will comply with reasonable and compulsory requests from law enforcement and regulatory agencies for electronic records.

Users are responsible for the security of the equipment and data. It is paramount that users protect City and personal data. Do not store, copy, share or transmit any confidential data, including but not limited to passwords, social security numbers, bank routing information, and credit card numbers outside of appropriate City Systems.

All City records must be maintained according to City retention policies. It is prohibited to destroy, delete, erase or conceal City files or otherwise making such files or data unavailable or inaccessible in any manner inconsistent with such policies.

b. Internet Use

This policy governs all uses of Park City's network and Internet/intranet access at all offices, hotels, airports, employees' homes, and any other location when such access is for work purposes or on City equipment.

The Park City network and Internet access are intended primarily for business use only. Employees may access the Internet for personal use only during nonworking hours and strictly in compliance with the terms of this policy.

All information created, transmitted, acquired, downloaded, or uploaded via the organization's network and Internet or intranet is the property of Park City Municipal Corporation. Employees should have no expectation of privacy regarding this information. The organization reserves the right to access, read, review, monitor and copy all messages, content, and files on its computer system or network-enabled device at any time and without notice. When deemed necessary, the organization may disclose text or images to law enforcement agencies or other third parties without the employee's consent.

Employees are reminded that information obtained from the Internet is not always reliable and should be verified for accuracy before it is used.

c. Prohibited Activities

Employees are prohibited from using Park City's network or Internet access for the following activities unless as part of an active internal or Police investigation:

- Downloading and/or installing software without prior written approval from the IT Director.
- Disseminating or printing copyrighted materials, including articles and software, in violation of copyright laws, including the use of peer-to-peer file sharing and/or storage of such materials on any city-owned equipment.
- Sending, receiving, printing, or otherwise disseminating Park City Corporation's proprietary data or other confidential information in violation of organizational policy or written agreements.
- Operating a business, election campaign activity, usurping business opportunities, soliciting money for personal gain, or searching for jobs outside Park City Municipal Corporation.
- Making offensive or harassing statements or disparaging others based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex, or sexual orientation.
- Viewing, downloading, uploading, sending, or soliciting obscene or pornographic sites, messages, or images, or otherwise viewing, downloading, uploading, sending, or displaying sites or messages which violate the City's harassment policies.
- Visiting sites featuring pornography, terrorism, espionage, theft, or illegal drugs.

Gambling or engaging in any other criminal activity in violation of local, state, or federal law. Engaging in unethical activities or content.

Participating in activities, viewing, or writing content that could damage Park City Municipal Corporation's professional reputation.

d. Compliance and Violations

1. Managers are responsible for ensuring employee compliance with this policy.
2. Employees who learn of policy violations should notify the HR or IT Director(s).
3. Employees who violate this policy or use Park City's network, Internet, or intranet access for improper purposes will be subject to discipline, up to and including termination.

e. Email Standardization

Professional e-mail transmission is important to maintaining the positive image of the City, its business and its government and therefore must adhere to the following guidelines: E-mail background must be white. All signature elements including logo, font and color must be found on the city's style reference website: <http://style.parkcity.org>

The City's policy on access to and disclosure of electronic mail messages sent or received by Park City Municipal Corporation employees who use the electronic mail system may be changed at any time.

All electronic communication, phone, e-mail, text, smartphone, PDA, etc., are solely owned City property. Notwithstanding the assigning of individual passwords, the City reserves the right to access and disclose all messages sent over its electronic mail system and server domain or any communication system at any time for any business purpose, including but not limited to ensuring employee performance and protecting confidential information.

Employees should not attempt to gain access to another employee's e-mail account or e-mail messages without the latter's express permission. However, City management reserves the right to enter an employee's e-mail files whenever there is a legitimate business need to do so. However, nothing herein shall affect the classification of e-mail pursuant to the Utah Government Records and Retention Act or other state and federal standards.

E-mail transmissions are not actually deleted when a City employee deletes them from their computer. Deleted e-mail remains in memory storage and can be accessed by outside parties in the event of a lawsuit or other investigation. Because e-mail transmissions are discoverable documentary evidence, employees may be asked to explain e-mail transmissions before a judge in a court of law if the City is involved in a lawsuit.

Transmission between any Park City employee and the Park City Legal Department containing substantive legal material should be labeled "protected attorney-client"

communication,” but absences of such label shall not preclude the City from classifying such communication as “protected” after the fact.

f. Support

Technical support, record requests, and GIS services are provided during regular business hours (8 am – 5 pm Monday-Friday). After-hours emergency support should only be utilized when critical services are unavailable, or no other alternative exists. Unscheduled walk-in support is discouraged.

Web: <http://5123.parkcity.org> – Internal network
only Email: 5123@parkcity.org
Phone: 435-615-5123 (EMERGENCY SUPPORT ONLY)

g. Geographic Information Systems (GIS)

GIS data cannot be distributed or resold without permission. All data that is distributed requires a signed agreement. Contact IT support for more information. All GIS data must be saved in “GISDATA” or “CITYWIDE” network share.

Use of plotter may result in material costs to you or your department. Please make arrangements well in advance of your deadline.

h. Training

IT/GIS training is offered throughout the year and upon request but do not include specialized training for individual industry or job functions. Training can be requested through support [by emailing 5123@parkcity.org](mailto:5123@parkcity.org) ~~or through the employee portal (ep.parkcity.org).~~

i. Equipment & Software Requests

Contact IT for all technology requests, including software, hardware, printers, copiers, GPS, and accessories.

j. Social Media & Other Websites

No City department, official, or employee may create a social media site or an identity/entity/presence on a website (such as Twitter, Facebook, YouTube, internet blogs or chat rooms, and other websites) regarding City affairs or content without the express approval of the Community Engagement Manager. Authorized sites shall have a designated purpose and staff member assigned to maintain and moderate content.

Generally, City sites shall not allow public citizen comment, except as approved by the City Manager for designated and published public purposes. All sites shall contain a link with the following prohibitions on content:

- No comments unrelated to purpose.
- No content that promotes discrimination or harassment.
- No posts that constitute or encourage illegal activity.
- No solicitations of commerce (except for authorized public bidding sites).
- No sexually related content or links to sexually related content.
- No profane language.
- No content that violates a legal ownership interest of another party.
- No information that compromises the safety or security of any information or person.
- No comments regarding political campaigns or ballot measures (state law prohibits the use of City resources for such).

Employees posting on City sites or third-party sites, if the posting occurred in the scope of employment or concerns City business or information, shall adhere to the following rules:

- Social networking and video site users are required to write/post content under their own names. Pseudonyms and anonymous postings are prohibited when using City equipment or City-hosted social networking or video sites.
- Unless approved by the City, employees are prohibited from mentioning the City or identifying themselves as employees of the City via text, photos, art, City logos, City uniforms, City letterhead, City products, City trademarks, or any other image, copy, or content, when using a personal social networking and video sites.
- Employees must incorporate the following legal disclaimer into their personal social networking pages and public video site posts when making statements regarding matters of public concern that may in any way impact or be related to City business: "The opinions expressed on this social networking profile (video site) are my own personal opinions. They do not reflect the opinions of my employer."
- Employees are prohibited from attacking, defaming, harassing, discriminating against, menacing, threatening, or otherwise exhibiting inappropriate or offensive behavior, attitudes, opinions, or commentary toward or about coworkers, supervisors, executives, customers, vendors, shareholders, the media, or other third parties, when using a personal social networking site or public video sites.
- Employees are prohibited from disclosing confidential, protected, proprietary, or private information about the City or obtained in the scope of employment.
- Employees are prohibited from disclosing information regarding the City, its products, services, financials, plans, employees, customers, partners, suppliers, or other third parties when using a personal social networking site or public video site.
- Employees are prohibited from using a City-provided or personal cell phone or smartphone camera or video recorder to take, transmit, download, or upload to social networking or video sites any photos or videos of coworkers, executives,

customers, suppliers, and any other third party without first securing the written permission of the subject if applicable and their Department Manager, and an authorized member of management.

- Employees are prohibited from using a City-provided or personal cell phone or Smartphone camera or video recorder to take, transmit, download, or upload any business- or City-related photos or videos to City computers, personal computers, and social networking or video sites without first securing written permission from their Department Manager as well as an authorized member of City management if applicable. Banned photos and videos include, but are not limited to, the following:
 - “Funny,” embarrassing, or unprofessional images of City employees, executives, customers, suppliers or other third parties.
 - City buildings (internal and external), offices, facilities, operations, services, confidential data, and internal documents.
 - City uniforms, logos, signage, trademarks, business cards, letterhead, literature, or any other printed or electronic content that can be used to identify the City or past and current employees.
- Employees are prohibited from disclosing financial information about the City without permission.
- Employees must adhere to the City’s written Personnel Policies and Procedures Handbook when using a personal social networking site or public video site. Prohibited content includes, but is not limited to, obscene, profane, adult-oriented, pornographic, harassing, discriminatory, menacing, threatening, and otherwise offensive text, art, photos, videos, graphics, cartoons, or other images and content.
- Employees may not post content or conduct activities that violate applicable local, state, or federal laws or regulations when using a personal social networking site or public video site or City-hosted social networking or video site.

Violation of the City’s Social Media Site policy (or any other City policy) will result in disciplinary action, up to and including termination.

5.20 Code of Ethics

Park City employees are subject to the Code of Ethics, Title 3 of the Municipal Code and the Municipal Officers and Employees Ethics Act, [Section §10-3-1301 et seq.](#), Utah Code Annotated 1953, as amended, which establishes standards of conduct for employees to disclose actual or potential conflicts of interest between public and personal duties. Employees are responsible for complying with the disclosure requirements for personal interest and restrictions governing the acceptance of gifts.

5.21 Smoking

All government buildings are designated as “smoke-free” under [Utah Code Section §26-38-3 as annotated](#). The City recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is restricted inside all City facilities. Smoking includes but is not limited to: tobacco, marijuana, and e- cigarettes. Smoking outside must conform to the rules set forth in the Utah Clean Air Act. Smoking is prohibited during the operation of City equipment or while driving City vehicles. Failure to comply with this policy may result in disciplinary procedure up to and including termination.

5.22 Consumer Reports

The City maintains the right to request consumer reports as a condition of hire, promotion, or transfer when necessary under the Fair Credit Reporting Act ([Title VI of the Consumer Credit Protection Act](#)). Consumer reports may consist of financial credit checks, criminal background checks, etc.

The City may, at its discretion, not extend an offer of employment, promotion, or transfer to a candidate where debt history or standing may indicate financial irresponsibility for a position that requires financial honesty and aptitude.

The National Child Protection Act of 1993 (NCPA)

The NCPA as amended by the Volunteers for Children Act (VCA), authorizes a state and national criminal background check to determine the fitness of an employee or volunteer with unsupervised access to children, the elderly, or individuals with disabilities. Applicants for specified full-time, part-time, seasonal, and volunteer positions in which there may be unsupervised access or exposure to children, the elderly, or individuals with disabilities, will be required to apply for a criminal history background check as a condition of employment or volunteer purposes prior to a final determination of appointment. The City reserves the right to deny employment or acceptance of a volunteer position to any person convicted of, or is under pending indictment for, a crime that bears upon their fitness to be employed or serve as a volunteer for a position of trust over children, vulnerable adults or persons with disabilities.

Candidates for employment who are required to submit to consumer reports such as background and/or credit checks must provide written authorization to do so and may expect the following:

- Be notified before a report is obtained.
- Be informed of the name and address of the reporting agency.
- Should information obtained on a consumer report which prohibits a candidate from obtaining a position with the City, they will be informed with a notice which will include the name, address, and phone number of the consumer reporting agency, a statement that the agency supplying the report did not make the decision to take
- adverse action and a notice of the individual’s right to dispute the accuracy or completeness of any information furnished, and their right to an additional free report from the agency upon request within 60 days.
- Information obtained from consumer reports will be available only to those staff

members who have a legitimate need. Any employee who disseminates or uses information obtained from the consumer report for purposes other than that specified above will be subject to disciplinary action up to and including termination and may also be subject to civil liability.

- The City also maintains the right to perform consumer reports as part of an investigation of wrongdoing and policy violation of any current employee if applicable and as part of an ongoing investigation.

5.23 Youth Protection

The City has no tolerance for mistreatment of children or diminished capacity adults within the programs it administers. Staff or volunteers suspected of abuse will be removed from involvement with youth programs pending investigation. A finding of cause to believe that abuse occurred by an investigating agency shall be sufficient cause for disciplinary action up to and including termination from employment or termination from volunteer service.

Every allegation of wrongdoing involving children shall be reported immediately to the Park City Police Department. City staff shall not take it upon themselves to investigate allegations of abuse by parents, guardians, City staff or volunteers, or any other person. City staff shall cooperate fully as necessary with investigations conducted by appropriate state agencies.

Isolated one-on-one contact between a staff member or volunteer and a child is discouraged and should be avoided when possible or not prohibited by business need.

Section Six (6)

PROCEDURES FOR EMPLOYEE COMPLAINTS, DISCHARGE AND TRANSFER APPEALS

6.1 Complaint Procedure

Employees who have an issue or concern about their employment that does not involve a transfer or discharge shall have the opportunity to discuss the issue with management. The first step is a discussion of the issue or concern with the employee's immediate supervisor. If a satisfactory resolution is not reached, the employee shall have the right to pursue the issue through the organization's chain of command. If the employee does pursue the issue, it shall be their responsibility to inform the manager at each level of the intent to pursue a resolution to the next level. The final step of this process shall be a discussion with the City Manager, whose determinations shall be final.

6.2 Discharge and Pre-Termination Hearing

Only the City Manager or designee may discharge a Full-Time Regular employee. Before being discharged, an employee shall have the right to know the reason for their discharge and have the opportunity to discuss the discharge with their Department Manager. Full-time Regular status employees may have the opportunity to discuss their discharge with the City Manager if they wish to do so.

6.3 Employee Transfer and Discharge Appeal Rights and Procedure

Except as otherwise provided in [Utah Code Ann. Section §10-3-1105\(2\)](#) as amended, any employee, who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason, shall have the right to appeal the discharge, suspension without pay, or involuntary transfer to an Employee Transfer and Discharge Hearing Officer as set forth in Utah Code Ann. Sections 10-3-1105 and 10-3-1106 as amended.

Pursuant to [Utah Code Ann. Section §10-3-1105\(2\)](#), as amended, the Employee Transfer and Discharge appeal rights provided herein do not apply to the following positions:

- Finance Manager
- ~~Accounting Manager / Treasurer~~ [City Treasurer / Accounting Manager](#)
- [Transportation Planning Manager](#)
- Chief of Police
- ~~Executive Secretary~~
- Police Captain
- Ice Rink General Manager
- Golf Manager
- Recreation Manager
- Budget Operations & Strategic Planning Director
- Chief Building Official

- Housing Development Manager
- Deputy Chief Building Official
- Library Director
- Planning Director
- Economic Development Manager
- Community Engagement Manager
- ~~Information Technology & Customer Services~~IT Director
- Environmental Sustainability Manager
- Human Resources Director
- Public Utilities Director
- Water Engineer and ~~for~~ any superintendents
- Water Quality & Treatment Manager
- City Attorney
- Deputy City Attorney
- City Manager
- Deputy City Manager
- Emergency Manager
- City Recorder
- Resident Advocate
- Executive Assistant
- City Engineer
- Transit Manager
- Assistant Transit Manager
- Public Works Manager

Any other position specified in [Utah Code Ann. Section §10-3-1105\(2\)](#), as amended, including but not limited to a probationary employee of the municipality; a part-time or contract employee of the municipality; a seasonal employee of the municipality; and a student intern of the municipality.

Nothing in [Utah Code Ann. Sections §10-3-1105](#) or [§10-3-1106](#) as amended may be construed to limit a municipality's ability to define the cause for an employee termination or reduction in force.

An employee to which Employee Transfer and Discharge appeal rights apply may not be discharged, suspended without pay, or involuntarily transferred to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of department.

Appeals to the Employee Transfer and Discharge Hearing Officer shall be taken by filing written notice of the appeal with the City Recorder within ten calendar days of the discharge, suspension without pay, or involuntary transfer.

Upon the filing of the appeal, the City Recorder shall refer a copy of the same to the Hearing Officer. Upon receipt of the referral from the City Recorder, the Hearing Officer shall

forthwith commence an investigation, take and receive evidence and fully hear and determine the matter which relates to the cause for the discharge or transfer.

The Hearing Officer shall have the power to subpoena witnesses and compel the production of evidence. The scope of the inquiry of the Hearing Officer shall be limited to determine if the City has proven the facts supporting the allegations made against the employee by substantial evidence and that the disciplinary sanction is proportionate to the alleged misconduct and consistent with discipline imposed against other similarly situated employees with appeal rights. Discovery shall be limited to information that was considered in making the decision which is being appealed. The Hearing Officer is not required to follow the Utah Rules of Civil Procedure or the Utah Rules of Evidence.

The Employee shall be entitled to appear in person and be represented by counsel (at the expense of the employee), have a public hearing, confront the witness whose testimony is to be considered, and examine the evidence to be considered by the Hearing Officer.

The decision of the Hearing Officer shall be certified to the City Recorder no later than 15 days after the day on which the hearing is held. The City Recorder shall certify the decision to the employee affected and the head of the department from whose order the appeal was taken.

In the event that the Hearing Officer does not uphold the discharge or transfer, the Hearing Officer shall provide that the employee shall receive the employee's salary for the period of time which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or any deficiency in salary for the period during which the employee was transferred to a position of less remuneration. The employee shall be paid their salary commencing with the next working day following the certification by the City Recorder of the Hearing Officer's decision, provided that the employee, or officer, concerned reports for their assigned duties during that next working day.

A final action or order of the Hearing Officer may be reviewed by the Court of Appeals by filing with that court a petition for review within 30 days after the issuance of the final action or order of the Hearing Officer.

6.4 Exit Interview

All Full-Time Regular employees may receive an exit interview. The purpose of the interview is to gather information on the improvement of the City. All terminating full-time regular employees are encouraged to meet with Human Resources for an exit interview. This interview aims to gather information to assist management in identifying satisfactory areas and those that need improvement. Exit interview information is not confidential and may be disclosed to the employee's manager, and the City Manager.

6.5 American with Disabilities Act Complaints

The Human Resources Director is the City's Americans with Disabilities Act (ADA) Coordinator.

The ADA Coordinator coordinates the ADA compliance effort and processes complaints in compliance with the ADA grievance procedure to ensure that qualified disabled individuals are not excluded from or denied the benefit of City programs. The procedure for handling potential ADA grievances is as follows:

- a. Complainants file verbal or written complaints with the Human Resources Director.
- b. Complaints must include the complainant's name and address and should briefly describe the alleged ADA violation.
- c. Complainants must file their complaint within ten days of becoming aware of the alleged ADA violation.
- d. The ADA Coordinator conducts a thorough investigation of the complaint and allows all interested persons and their representatives to submit oral or documentary evidence relevant to the complaint.
- e. The ADA Coordinator issues a written determination to the validity and resolution of the complaint and forwards a copy to the complainant no later than 30 days after the complaint is filed.
- f. If the complainant is dissatisfied with the resolution of the complaint, the complainant may request reconsideration. Complainants may file requests for reconsideration with the City Manager or the City Manager's designee within ten days of issuance of the written documentation.
- g. The complainant's rights to prompt and equitable resolution of complaints filed hereunder are not impaired by the complainant's pursuit of other remedies, such as filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- h. The ADA Coordinator maintains City files and records relating to the filing and processing of ADA complaints.

Section Seven (7)

EMERGENCY MANAGEMENT

7.1 Employee Identification Cards and Identification/Door Key Fob Cards

Employee ID cards provide a means of quickly identifying PCMC employees and elected officials and the capacity in which they serve the City. This identification will be used for security purposes in the event of a citywide emergency or disaster situation. The identification system may also be used as a means of identification for daily operations, building and restricted area access, including Vendors. All questions and requests concerning ID card and/or ID/Fob Cards should be addressed to idcards@parkcity.org.

All PCMC employees, elected or appointed officials, volunteers, and vendors who work in City buildings must have a PCMC ID card while on duty and visibly displayed by the employee on a lanyard or clip. An ID card is for the sole use of the employee or vendor and may not be shared or loaned.

Any lanyard used for ID cards must be of a break-away variety. For job positions where a visible ID on a lanyard or clip may pose a safety threat, the department manager may exempt that position from visibly displaying an employee ID; however, the employee is not exempt from having their City ID card in their possession while on duty.

Elected Officials and designated personnel will also be issued an additional ID card that will grant them access to the Emergency Operations Center (EOC) should their presence be requested or required.

Employees are required to show their ID card to any Park City Police Officer upon request.

a. ID Card Description

The ID cards are color-coded to assist in easy identification of the employee and the capacity in which they serve the City. Color-coded ID cards will as follows:

- Elected Official (green)
- Management Team (orange)
- Full-time Regular and Special Employment Agreements Contract (blue)
- Part-time or Seasonal (yellow)
- Volunteer (purple)
- City Approved Vendor (black)
- Solicitor (orange) –Handled by the Finance Dept.
- EOC- (red) this card will identify elected officials, limited key employees, and outside agencies that, in the event of an emergency/disaster, will have access to restricted areas including but not limited to the Emergency Operations Center (EOC). The City Manager or designee will determine the necessity and revocation of Emergency Operations Center (EOC) identifications.

- EOC Media (pink)

Cards will contain the following information on the front:

- PCMC name and logo
- Employee's photo - renewed every four years. [some vendor cards do not include a photo]
- Employee legal first and last name
- Employee department (certain positions will have a title instead of a department)
- Employee ID number - unique number, never repeated [some vendor and volunteer cards do not have a number]
- Card expiration date
- Phone number to call to verify card validity
- Color code to indicate employment status

Cards will contain the following information on the back:

- PCMC identification
- Return address and phone number in case card is found
- Employee signature
- Color code bar to indicate employment status
- Employee emergency hotline phone number [removed for vendor cards]

b. Procedure

All new and rehired employees will obtain an identification card during the hiring process. They must have their picture taken within 5 (five) days of employment. Photos may be taken in departments by employees designated to do so or at the City Hall Front Desk – 445 Marsac. Photos must match ID card photo standards.

All identification cards will have an expiration date and will be renewed bi-annually. Employee photos will only be updated every four (4) years.

- Seasonal employee cards will expire at the end of the designated season in which they were hired.
- Contract employees will expire at the end of their contract.
- Full-time Regular and FT Contract employee cards are replaced on odd-numbered years.
- Part-time employee cards are replaced on even-numbered years.
- Vendor or Lessee cards expire at the end of their contract.

Identification cards are PCMC property. Identification cards must be returned to the City in the event an employee leaves under any employment circumstance. In the event of a lost, stolen or damaged identification card, employees must notify their supervisor immediately, who will notify IDCards@parkcity.org (5123 if after hours, weekends or holidays), so the card can be deactivated and/or replaced. There is no cost for the replacement card in the event of a lost or damaged card unless the employee requires more than one replacement per year. Replacements of greater than one per year may cost the employee \$25.00 each.

Employees and Vendors must sign the appropriate Human Resources Form for each card acknowledging receipt and basic rules concerning the card.

c. Identification (ID)/Key Fob cards

ID/Fob cards look just like a regular ID card with the exception that embedded in the card is an electronic key used to open city facility doors as authorized for that employee. Each card is programmed to allow access on the days and times to the doors authorized by that Department's Manager. An ID/Fob card has the same policy and procedure requirements as outlined above for a standard ID card.

Both authorized and unauthorized FOB/ID transactions are recorded for auditing purposes. Like a standard ID card,

If an ID/Fob card stops working, an employee should contact their supervisor, who can make arrangements to troubleshoot the problem by emailing idcards@parkcity.org with the details of the problem, including employee name, department, what times or doors the card is not working with.

An ID/Fob card may not be given or loaned to anyone and is for the sole use of the designated employee or vendor. Failure to follow this ID/ Fob card policy may include disciplinary action up to and including termination.

d. Information Availability

The following exhibits are available to authorized users on the H: drive in the ID Cards and Photo File

- Exhibit A – ID Card and ID-Fob Card Photo Rules & Tips
- Exhibit B –Card Maker Instructions
- Exhibit C –Security and Auditing Procedures

7.2 Emergency Work Requirements

In the event of a City emergency, employees (including part-time, seasonal, and contract employees) will be required to report to work as soon as possible unless they are medically unable to do so. PCMC will collaborate with the Red Cross and other agencies to make every effort to provide services for employees' families and pets. Failure to contact PCMC as outlined in section [4.11 Absences & Tardiness](#) may result in termination.

A dedicated "Emergency Hot Line" number of 888-894-7275 (888-894-PARK) will be activated during emergencies. Employees can call this number and get information about the overall status of the City's situation and their work assignments. Employees will also have the ability to leave a message about their personal situation if they are unable to report for work.

Depending on the gravity and extent of the emergency situations, the City Manager has the authority to temporarily suspend any or all time-off requests (vacation, holiday, etc.)

Suspended time off will not be lost but will be postponed to a later date.

Flexibility will be important, and normal work schedules and the department they normally work in may be altered in order to reassign employees where their qualifications and skills will be most beneficial to the City and its residents.

Work Location: The first place where employees should report for work is at their normal workplace. If the normal workplace is damaged or inaccessible, employees must report to a secondary rally point, which is the Public Works Complex at 1053 Iron horse, or if that location is damaged or inaccessible, report to the Quinn's Recreation fields. There will be assigned staff at the rally point to collect and dispense information and provide personal assistance. There will also be an information board for employees to communicate with their co-workers.

During an emergency event where employees do not have any means of transportation, they are directed to call the "Emergency Hot Line" for information about possible shuttle service. PCMC will try to arrange shuttle service at defined times and locations in the greater Park City area to assist employees in commuting to and from work, if possible.

7.3 NIMS (National Incident Management System) Training

Mandatory NIMS training requirements, as outlined in job descriptions, the Comprehensive Emergency Management Plan (CEMP) and by departments, must be completed within six (6) months from an employee's date of hire. The City Manager may extend that deadline on a case by case basis depending on the job description up to one year.

7.4 Other Emergency Management Policies

The PCMC Administrative Policy & Procedure (AP&P) Manual has a number of additional policies that are Emergency Management related and are key to the City's and the City's staff's ability to respond to emergencies and disasters. Employees should be familiar with these additional policies which can be found in [Section 7 Emergency Planning of The Administrative Policy & Procedures Manual](#). These policies include:

- Assigned Emergency Equipment Policy
- AED – Automated External Defibrillators – Early Defibrillation Policy
- Blood Borne Pathogens Exposure Control Policy
- Comprehensive Emergency Management Plan (CEMP)
- Departmental Closures Due to Emergencies and/or Severe Weather Policy
- Emergency Manager Notification Policy
- Emergency Evacuation of City Facilities Policy
- Non-Punitive Sick-Leave during an Emergency or Pandemic Policy
- Policy and Procedures for the Use of the Park City Alert – Emergency Mass Notification Systems (EMNS)

Use of the 1700 AM Highway Advisory Radio System Policy
Shelter-in-Place within City Facilities Policy
“Top” Half Fuel Policy
Utilization and Access of Building Closed Circuit Video Systems (CCVS)

POLICIES & OBJECTIVES

PART II - POST-ISSUANCE COMPLIANCE PROCEDURE AND POLICY FOR TAX-EXEMPT GOVERNMENTAL BONDS AND TAX- EXEMPT FINANCING COMPLIANCE PROCEDURE FOR CONDUIT FINANCINGS

The City of Park City (the “City”) issues tax-exempt governmental bonds to finance capital improvements. As an issuer of tax-exempt governmental bonds, the City is required by the terms of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated there under (the “Treasury Regulations”), to take certain actions subsequent to the issuance of such bonds to ensure the continuing tax-exempt status of such bonds. In addition, Section 6001 of the Code and Section 1.6001-1(a) of the Treasury Regulations, impose record retention requirements on the City with respect to its tax-exempt governmental bonds. This Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (the “Policy”) has been approved and adopted by the City to ensure that the City complies with its post-issuance compliance obligations under applicable provisions of the Code and Treasury Regulations.

- A.** Effective Date and Term. The effective date of this Policy is the date of approval by the City Council of the City (June 16, 2011) and shall remain in effect until superseded or terminated by action of the City Council.
- B.** Responsible Parties. The Finance Manager of the City shall be the party primarily responsible for ensuring that the City successfully carries out its post-issuance compliance requirements under applicable provisions of the Code and Treasury Regulations. The Finance Manager will be assisted by the staff of the Finance Department of the City and by other City staff and officials when appropriate. The Finance Manager of the City will also be assisted in carrying out post-issuance compliance requirements by the following organizations:
 - (1) Bond Counsel (the law firm primarily responsible for providing bond counsel services for the City);
 - (2) Financial Advisor (the organization primarily responsible for providing financial advisor services to the City);
 - (3) Paying Agent (the person, organization, or City officer primarily responsible for providing paying agent services for the City); and
 - (4) Rebate Analyst (the organization primarily responsible for providing rebate analyst services for the City).

The Finance Manager shall be responsible for assigning post-issuance compliance responsibilities to members of the Finance Department, other staff of the City, Bond Counsel, Paying Agent, and Rebate Analyst. The Finance Manager shall utilize such other professional service organizations as are necessary to ensure compliance with the post-issuance compliance requirements of the City. The Finance Manager shall provide training and educational resources to City staff that are responsible for ensuring compliance with any portion of the post-issuance compliance requirements of this Policy.

POLICIES & OBJECTIVES

- C.** Post-Issuance Compliance Actions. The Finance Manager shall take the following post-issuance compliance actions or shall verify that the following post-issuance compliance actions have been taken on behalf of the City with respect to each issue of tax-exempt governmental bonds issued by the City:
- (1) The Finance Manager shall prepare a transcript of principal documents (this action will be the primary responsibility of Bond Counsel).
 - (2) The Finance Manager shall file with the Internal Revenue Service (the “IRS”), within the time limit imposed by Section 149(e) of the Code and applicable Treasury Regulations, an Information Return for Tax-Exempt Governmental Obligations, Form 8038-G (this action will be the primary responsibility of Bond Counsel).
 - (3) The Finance Manager, in consultation with Bond Counsel, shall identify proceeds of tax-exempt governmental bonds that must be yield-restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.
 - (4) In consultation with Bond Counsel, the Finance Manager shall determine whether the City is subject to the rebate requirements of Section 148(f) of the Code with respect to each issue of tax-exempt governmental bonds. In consultation with Bond Counsel, the Finance Manager shall determine, with respect to each issue of tax-exempt governmental bonds of the City, whether the City is eligible for any of the temporary periods for unrestricted investments and is eligible for any of the spending exceptions to the rebate requirements. The Finance Manager shall contact the Rebate Analyst (and, if appropriate, Bond Counsel) prior to the fifth anniversary of the date of issuance of each issue of tax-exempt governmental bonds of the City and each fifth anniversary thereafter to arrange for calculations of the rebate requirements with respect to such tax-exempt governmental bonds. If a rebate payment is required to be paid by the City, the Finance Manager shall prepare or cause to be prepared the Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, Form 8038-T, and submit such Form 8038-T to the IRS with the required rebate payment. If the City is authorized to recover a rebate payment previously paid, the Finance Manager shall prepare or cause to be prepared the Request for Recovery of Overpayments Under Arbitrage Rebate Provisions, Form 8038-R, with respect to such rebate recovery, and submit such Form 8038-R to the IRS.
 - (5) The City has issued direct pay Build America Bonds. In consultation with the Paying Agent, the Finance Manager shall prepare or cause to be prepared the Return for Credit Payments to Issuers of Qualified Bonds, Form 8038-CP, to request subsidy payments with respect to interest payable on the bonds and submit such Form 8038-CP to the IRS.
- D.** Procedures for Monitoring, Verification, and Inspections. The Finance Manager shall institute such procedures as the Finance Manager shall deem necessary and appropriate to monitor the use of the proceeds of tax-exempt governmental bonds issued by the City, to verify that certain post-issuance compliance actions have been taken by the City, and to provide for the inspection of the facilities financed with the proceeds of such bonds. At a minimum, the Finance Manager shall establish the following procedures:

POLICIES & OBJECTIVES

- (1) The Finance Manager shall monitor the use of the proceeds of tax-exempt governmental bonds to: (i) ensure compliance with the expenditure and investment requirements under the temporary period provisions set forth in Treasury Regulations, Section 1.148-2(e); (ii) ensure compliance with the safe harbor restrictions on the acquisition of investments set forth in Treasury Regulations, Section 1.148-5(d); (iii) ensure that the investments of any yield-restricted funds do not exceed the yield to which such investments are restricted; and (iv) determine whether there has been compliance with the spend-down requirements under the spending exceptions to the rebate requirements set forth in Treasury Regulations, Section 1.148-7.
- (2) The Finance Manager shall monitor the use of all bond financed facilities in order to: (i) determine whether private business uses of bond-financed facilities have exceeded the *de minimus* limits set forth in Section 141(b) of the Code as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons; and (ii) determine whether private security or payments that exceed the *de minimus* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such bond-financed facilities.
- (3) The Finance Manager shall undertake with respect to each outstanding issue of tax-exempt governmental bonds of the City an annual review of the books and records maintained by the City with respect to such bonds.

- E. Record Retention Requirements.** The Finance Manager shall collect and retain the following records with respect to each issue of tax-exempt governmental bonds of the City and with respect to the facilities financed with the proceeds of such bonds: (i) audited financial statements of the City; (ii) appraisals, demand surveys, or feasibility studies with respect to the facilities to be financed with the proceeds of such bonds; (iii) publications, brochures, and newspaper articles related to the bond financing; (iv) trustee or paying agent statements; (v) records of all investments and the gains (or losses) from such investments; (vi) paying agent or trustee statements regarding investments and investment earnings; (vii) reimbursement resolutions and expenditures reimbursed with the proceeds of such bonds; (viii) allocations of proceeds to expenditures (including costs of issuance) and the dates and amounts of such expenditures (including requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks with respect to such expenditures); (ix) contracts entered into for the construction, renovation, or purchase of bond-financed facilities; (x) an asset list or schedule of all bond-financed depreciable property and any depreciation schedules with respect to such assets or property; (xi) records of the purchases and sales of bond-financed assets; (xii) private business uses of bond-financed facilities that arise subsequent to the date of issue through leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons and copies of any such agreements or instruments; (xiii) arbitrage rebate reports and records of rebate and yield reduction payments; (xiv) resolutions or other actions taken by the governing body subsequent to the date of issue with respect to such bonds; (xv) formal elections authorized by the Code or Treasury Regulations that are taken with respect to such bonds; (xvi) relevant correspondence relating to such bonds; (xvii) documents related to guaranteed investment contracts or certificates of deposit entered into subsequent to the date of issue; (xviii) copies of all Form 8038-Ts, 8038-CPs and Form 8038-Rs filed with the IRS; and (xix) the transcript prepared with respect to such tax-exempt governmental bonds.

POLICIES & OBJECTIVES

The records collected by the Finance Manager shall be stored in any format deemed appropriate by the Finance Manager and shall be retained for a period equal to the life of the tax-exempt governmental bonds with respect to which the records are collected (which shall include the life of any bonds issued to refund any portion of such tax-exempt governmental bonds or to refund any refunding bonds) plus three (3) years.

- F.** Remedies. In consultation with Bond Counsel, the Finance Manager shall become acquainted with the remedial actions under Treasury Regulations, Section 1.141-12, to be utilized in the event that private business use of bond-financed facilities exceeds the *de minimus* limits under Section 141(b)(1) of the Code. In consultation with Bond Counsel, the Finance Manager shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post issuance infractions of the Code and Treasury Regulations with respect to outstanding tax-exempt bonds.
- G.** Continuing Disclosure Obligations. In addition to its post-issuance compliance requirements under applicable provisions of the Code and Treasury Regulations, the City has agreed to provide continuing disclosure, such as annual financial information and material event notices, pursuant to a continuing disclosure certificate or similar document (the “Continuing Disclosure Document”) prepared by Bond Counsel and made a part of the transcript with respect to each issue of bonds of the City that is subject to such continuing disclosure requirements. The Continuing Disclosure Documents are executed by the City to assist the underwriters of the City’s bonds in meeting their obligations under Securities and Exchange Commission Regulation, 17 C.F.R. Section 240.15c2-12, as in effect and interpreted from time to time (“Rule 15c2-12”). The continuing disclosure obligations of the City are governed by the Continuing Disclosure Documents and by the terms of Rule 15c2-12. The Finance Manager is primarily responsible for undertaking such continuing disclosure obligations and to monitor compliance with such obligations.
- H.** Other Post-Issuance Actions. If, in consultation with Bond Counsel, Financial Advisor, Paying Agent, Rebate Analyst, the City Manager, the City Attorney, or the City Council, the Finance Manager determines that any additional action not identified in this Policy must be taken by the Finance Manager to ensure the continuing tax-exempt status of any issue of governmental bonds of the City, the Finance Manager shall take such action if the Finance Manager has the authority to do so. If, after consultation with Bond Counsel, Financial Advisor, Paying Agent, Rebate Analyst, the City Manager, the City Attorney, or the City Council, the Finance Manager and the City Manager determine that this Policy must be amended or supplemented to ensure the continuing tax-exempt status of any issue of governmental bonds of the City, the City Manager shall recommend to the City Council that this Policy be so amended or supplemented.
- I.** Taxable Governmental Bonds. Most of the provisions of this Policy, other than the provisions of Section 7 and Section 3(e), are not applicable to governmental bonds the interest on which is includable in gross income for federal income tax purposes. On the other hand, if an issue of taxable governmental bonds is later refunded with the proceeds of an issue of tax-exempt governmental refunding bonds, then the uses of the proceeds of the taxable governmental bonds and the uses of the facilities financed with the proceeds of the taxable governmental bonds will be relevant to the tax-exempt status of the

POLICIES & OBJECTIVES

governmental refunding bonds. Therefore, if there is any reasonable possibility that an issue of taxable governmental bonds may be refunded, in whole or in part, with the proceeds of an issue of tax-exempt governmental bonds then, for purposes of this Policy, the Finance Manager shall treat the issue of taxable governmental bonds as if such issue were an issue of tax-exempt governmental bonds and shall carry out and comply with the requirements of this Policy with respect to such taxable governmental bonds. The Finance Manager shall seek the advice of Bond Counsel as to whether there is any reasonable possibility of issuing tax-exempt governmental bonds to refund an issue of taxable governmental bonds.

- J.** IRS Examination. In the event the Internal Revenue Service (“IRS”) commences an examination of an obligation, the Finance Manager shall inform the City Manager, City Attorney and City Council of such event and is authorized to respond to inquiries of the IRS and, if necessary, to hire outside, independent professional counsel to assist in the response to the examination.

The City issues tax-exempt bonds and loans or otherwise makes the proceeds available to conduit users to fund costs of capital improvements. The City understands that in exchange for the right to issue tax-exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the tax-exempt Bonds and the capital improvement financed by the tax-exempt bonds. The City is committed to full compliance with the federal tax law requirements for all of its outstanding and future tax-exempt financings. This Tax-Exempt Financing Compliance Procedure for Conduit Financings has been approved and adopted by the City to ensure compliance with IRS directives and to improve tax law compliance and documentation. The Policy is effective as of the date of approval by the Finance Manager of the City (June 8, 2021) and shall remain in effect until superseded or terminated by action of the City Council. The Finance Manager of the City shall be the party primarily responsible for ensuring that the City successfully carries out its conduit financing compliance requirements under applicable provisions of the Code and Treasury Regulations.

PART III - TRAFFIC CALMING POLICY (ADOPTED JULY 15, 2002)

The Traffic Calming Policy and adopted traffic calming programs will provide residents an opportunity to evaluate the requirements, benefits, and tradeoffs of using various traffic calming measures and techniques within their own neighborhood. The policy outlines the many ways residents, businesses and the City can work together to help keep neighborhood streets safe.

A. Goals

1. Improve the quality of life in neighborhoods
2. Improve conditions for pedestrians and all non-motorized movements
3. Create safe and attractive streets
4. Reduce accidents
5. Reduce the impact of motorized vehicles within a neighborhood
6. Balance the transportation needs of the various land uses in and around a neighborhood
7. Promote partnerships with Summit County, UDOT, and all other agencies involved with traffic calming programs

POLICIES & OBJECTIVES

B. Objectives

1. Encourage citizen involvement in traffic calming programs
2. Slow the speeds of motor vehicles
3. Improve the real and perceived safety for non-motorized users of the street
4. Incorporate the preference and requirements of the people using the area
5. Promote pedestrian, cycle, and transit use
6. Prioritize traffic calming requests

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2021-27, an Ordinance Establishing Compensation for the Elected and Statutory Officers for FY 2022

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Council Compensation Staff Report](#)

[Exhibit A: FY 2022 Council Compensation Ordinance](#)



City Council Staff Report

Subject: Council and Statutory Officer Compensation
Author: Jed Briggs and Penny Frates
Department: Budget, Debt, and Grants
Date: June 24, 2021
Type of Item: Legislative

Recommendation

Staff recommends adopting ordinance 2021-27 establishing compensation for Elected and Statutory Officers for FY22 according to Exhibit A.

Background

Under code [10-3-818](#), elective and statutory officers of municipalities shall receive compensation for their services, which the City sets by adopting an ordinance after holding a public hearing.

The City is required to advertise the time and place of the public hearing at least seven days in advance by newspaper publication and posting on the Utah Public Notice website.

The public hearing was advertised in the newspaper on June 09 and June 16, 2021 and posted on the Utah Public Notice website on June 09, 2021.

The City Council held a public hearing on June 17, 2021.

Exhibits

A – FY22 Council Compensation Ordinance

Ordinance No. 2021-27

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,
AND STATUTORY OFFICERS FOR FISCAL YEAR 2021 – 2022
IN PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish compensation schedules pursuant to UCA Section 10-3-818; and

WHEREAS, the number of duties for the Mayor and City Council is significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, a public hearing was duly advertised and held on June 17, 2021;

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2021-2022</u>
Mayor	\$45,366.72 per year
City Council	\$23,435.04 per year
City Manager	\$137,000- \$174,991 per year
City Attorney	\$163,404 – \$192,355 per year
City Treasurer	\$64,000 - \$93,844 per year
City Engineer	\$124,086 - \$138,456 per year
City Recorder	\$79,039 - \$90,861 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage in the amount of \$21,522.48. The Mayor shall also receive \$250 per month in car allowance. In addition, the Mayor and Mayor Pro-Tem. shall receive \$100 per wedding performed. Statutory officers are eligible for all benefits available to regular Full-Time Equivalents unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective July 1, 2021.

PASSED AND ADOPTED this 24th day of June, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Adopt Resolution 15-2021, a Resolution Re-Adopting the Fee Schedule; and Replacing and Repealing Resolution 14-2020 in Its Entirety
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[FY 2022 Fee Resolution](#)



Resolution No. 15-2021

**A RESOLUTION RE-ADOPTING THE FEE SCHEDULE; AND REPLACING AND
REPEALING RESOLUTION 14-2020**

WHEREAS it is necessary to update the fee resolution to reflect the changing costs of performing services; and

WHEREAS, a public hearing was held on June 17, 2021 and June 24, 2021, to receive public comments on the user fee increases.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah, as follows:

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit A.

SECTION 2. REPEALED. Resolution 14-2020 is hereby repealed.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect on July 1, 2021.

PASSED AND ADOPTED this 24th day of June, 2021.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

City Attorney's Office

PARK CITY FEE SCHEDULE – Effective July 1, 2021

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SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00
<i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i>	
Master Planned Development	\$560.00 per unit equivalent
Modification to an MPD	\$330.00 per unit equivalent

1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
New residential construction >=1000 sf	\$750.00 per application
Commercial review	\$200.00 per unit equivalent for the first 10 units \$15.00/ue after

Non-Historic District/Site

New Residential - SF/Duplex	\$200.00 per application
Multi-Family/Commercial	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
Residential Additions	\$100.00 per application
Commercial Additions	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after

- 1.1.7 Historic Review *
 Historic Design Review (no increase in existing area) \$210.00
 Historic Design Review (increase in existing area) \$1,030.00
 Determination of Significance \$350.00
 Certificate of Appropriateness for Demolition \$300.00
- 1.1.8 Land Management Code Review * \$2,000.00 per application
- 1.1.9 General Plan Amendment * \$2,000.00 per application
- 1.1.10 Sign Review
 Master Sign Plan Review \$320.00
 Amendment to Master Sign Plan \$120.00
 Individual sign permit \$120.00 (\$118.80) plus 1% state tax
 Sign permit under master sign plan \$130.00 (\$128.70) plus 1% state tax
 Temporary Sign Permit \$60.00 (\$59.40) plus 1% state tax
- 1.1.11 Annexation * \$5,850.00
 Annexation Fiscal Impact Analysis \$1,550.00
plus actual cost of City approved consultant fee
 Modification to Annexation Agreement \$4,150.00
- 1.1.12 Appeals Fees *
 Appeals to Board of Adjustment \$500.00
 Appeals to City Council \$500.00
 Appeals to Historic Preservation Board \$500.00
 Appeals to Planning Commission \$500.00
- 1.1.13 TDR – Development Credit Determination \$100.00
- 1.1.14 Refund of Withdrawn Planning Applications
 In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.
- 1.1.15 Reactivation Fee
 For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed
- 1.1.16 Attorney or Other Professional Services
 Reimbursement for actual expense incurred
- 1.1.17 Mailing Fee
 In addition to the Application Fee listed, the Applicant will also be responsible for a separate payment for the mailing of a property notice. A \$1.00 fee will be assessed per piece of mail that needs to be sent. The specifics on which Applications require property notices to be sent and to whom can be found in Land Management Code § 15-1-21, *Notice Matrix*.

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation

Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)

\$1.00 and up

1% of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, identical plans means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit

Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00

\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee

\$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00 Liquefied
Petroleum Gases (heaters and devices) each additional unit	\$11.00 Liquefied
Petroleum Gases on an active construction site (125+ gal) Assembly	\$130.00 Places of \$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee \$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

*Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 **ENGINEERING FEES**

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

1.4.1 Civil Fee Schedule

Daily Violation Fee	\$100.00 per day
Re-inspection Fee	\$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 2020).

2.2.1.1 Single Family Residential

Meter Size	FY21 Base Rate	FY22 Base Rate	FY21 Meter Price	FY22 Meter Price
3/4"	\$52.07	\$53.63	\$826.00	\$850.78
1 "	\$70.29	\$72.40	\$949.34	\$977.82
1.5"	\$83.36	\$85.86	\$1,350.61	\$1,391.13

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	FY21 Base Rate	FY22 Base Rate	FY21 Meter Price	FY22 Meter Price
3/4"	\$67.49	\$69.51	\$826.00	\$850.78
1"	\$114.53	\$117.97	\$949.34	\$977.82
1.5"	\$244.66	\$252.00	\$1,350.61	\$1,391.13
2 "	\$510.21	\$525.52	\$2,388.96	\$2,460.63
3"	\$1,327.82	\$1,367.65	\$2,826.17	\$2,910.96
4"	\$2,410.56	\$2,482.88	\$4,924.70	\$5,072.44
6"	\$4,543.99	\$4,680.31	\$7,661.85	\$7,891.71
8"	\$7,825.16	\$8,059.91	\$11,507.60	\$11,852.83

2.2.1.3 Irrigation

Meter Size	FY21 Base Rate	FY22 Base Rate	FY21 Meter Price	FY22 Meter Price
3/4"	\$104.72	\$115.19	\$826.00	\$850.78
1"	\$177.21	\$194.93	\$949.34	\$977.82
1.5"	\$378.55	\$416.41	\$1,350.61	\$1,391.13
2"	\$789.44	\$868.38	\$2,388.96	\$2,460.63
3"	\$2,054.34	\$2,259.77	\$2,826.17	\$2,910.96
4"	\$3,729.92	\$4,102.91	\$4,924.70	\$5,072.44
6"	\$7,031.06	\$7,734.17	\$7,661.85	\$7,891.71

2.2.1.4 Construction Base Rate: ~~\$302.58~~311.66

2.2.1.5 Necessitous Base Rate: ~~\$4.45~~4.58

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$6.49 6.68	\$10.40 10.71	\$10.94 11.27	\$14.17 14.60	\$16.90 17.41	\$29.54 30.43
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$7.68 7.91	\$10.40 10.71	\$16.90 17.41	\$26.03 26.81
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
Price per 1,000 gallons	\$9.12 9.39	\$14.12 14.54
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$11.11 11.44	\$18.05 18.61
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000
2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction \$12.24 per 1,000 gallons

2.2.2.6 Necessitous

The Necessitous Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

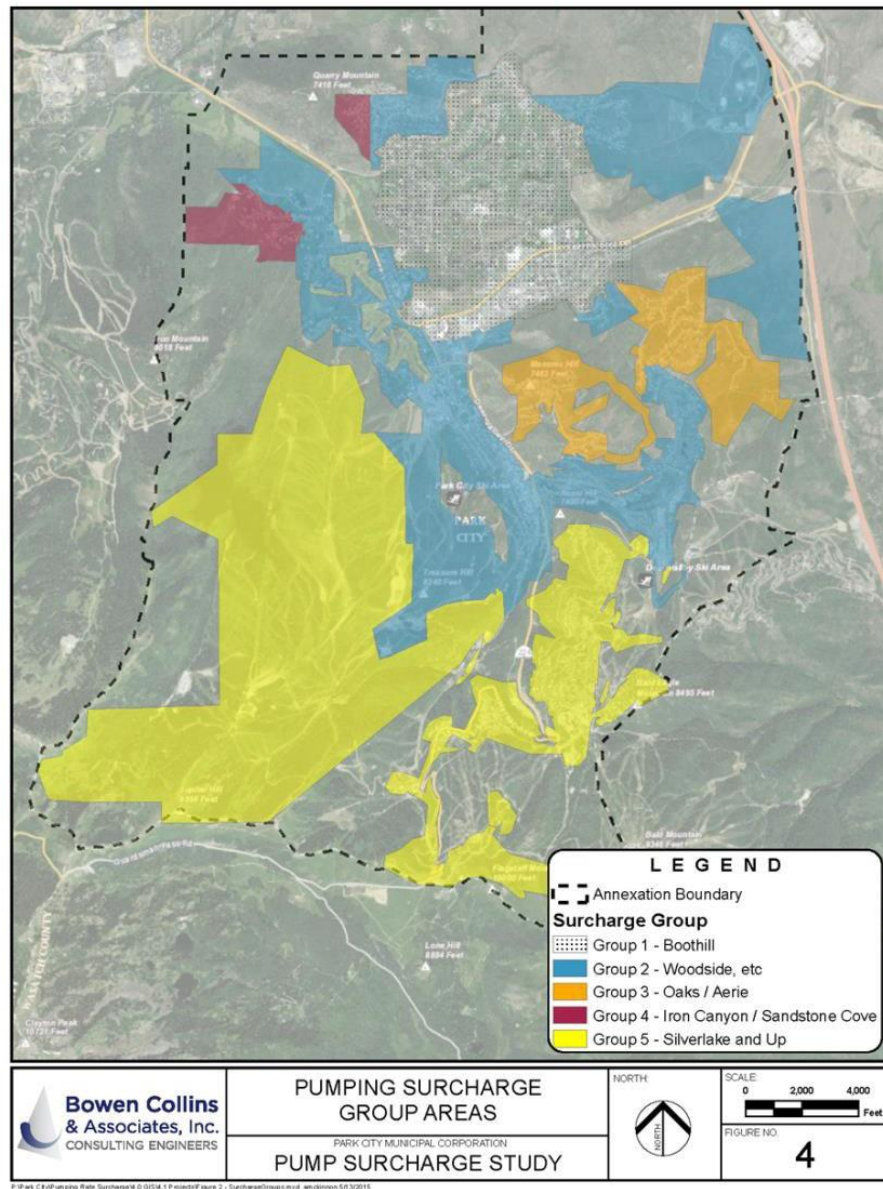
The City will honor the rates as they are set by a Council approved contract.

2.2.3 Energy Surcharge (For all water billed on or after July 1, 2020). All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,
		23,24,25,26,27,42,48,49,30,32
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,37,2,3,4,5,6,7,
		34,38,39,40,41



2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.55	\$0.55
2	\$0.53	\$0.80	\$1.33
3	\$1.19	\$1.12	\$2.31
4	\$1.59	\$1.31	\$2.90
5	\$2.30	\$1.65	\$3.95

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation
\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 WATER SERVICE REINSTATEMENT FEE

The reinstatement fee shall be assessed at reconnection, based on the amount of time since the account was last active.

Time since last active	Amount
0-30 days	\$100.00
31-60 days	Two month's base rate as previously billed.
61-90 days or more	Three month's base rate as previously billed.

2.5 WATER METER TESTING FEE \$500.00 per test

2.6 WATER LABOR RATE \$50.00 per hour (rounded up to the nearest half hour)

2.7 WATER PARTS & SUPPLIES RATE Cost + 15% stocking fee

2.8 FIRE HYDRANT METER DEPOSIT FEE

2 Inch Meter	\$1,950.00
¾ Inch Meter	\$500.00
Fire hydrant wrench deposit fee	\$50.00
Meter Radio	\$200.00

2.9 RENTER DEPOSIT \$50.00

2.10 NON-MAILED SHUT-OFF NOTICE FEE \$75.00

2.11 IMPROPER WATER SHUT-OFF OR TURN ON \$250.00

2.12 STORMWATER FEE

2.12.1 An Equivalent Surface Unit or ESU ~~\$6.47~~ 6.66

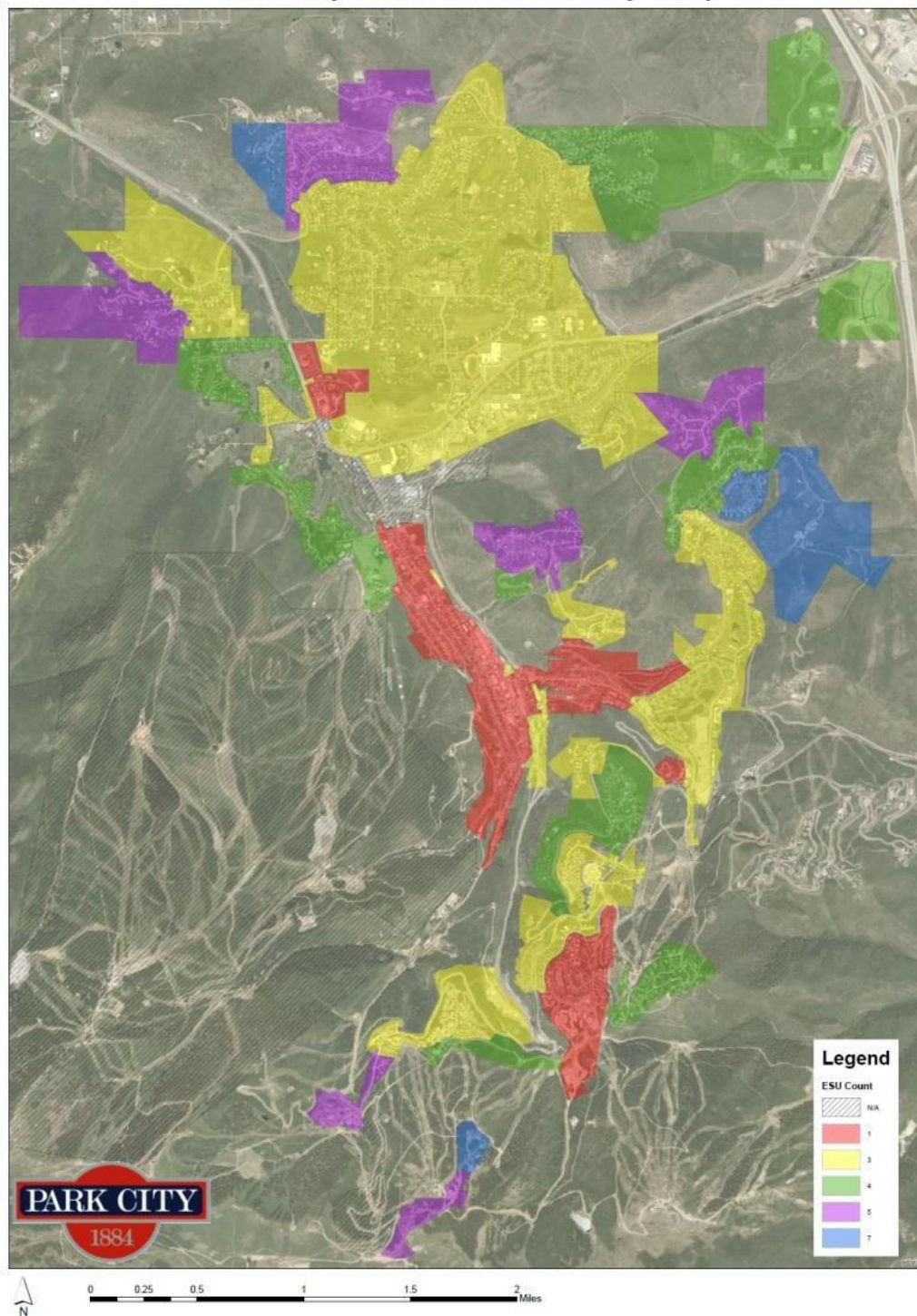
2.12.1.1 Green Infrastructure Reduction

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2.

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.

Park City Stormwater Utility Map



The default Residential ESU Map was updated to reflect the construction that has occurred in Park City Heights. A new average in the Phase I decreases the default ESU count of 4 to a default of 2. All other zones remain the same.

2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1- 4.5.

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day		-	\$22.00	\$149.00	License
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom		-	\$17.00	\$149.00	License
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.		-	\$22.00	\$149.00	License
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.		-	\$22.00	\$149.00	License

Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Ground Transportation Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License
Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$74.00	\$74.00	License

	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renew-als	Rate New/ Inspections	Unit of Measure
Alcoholic Beverage/ Single Event Alcoholic Beverage	\$27.92	Per License	\$12.50	Per License	\$45.58	Per License	\$100.00	\$100.00	License
Type 1 CSL	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	-	\$149.00	License
Type 2 CSL	\$288.00	Per License	\$125.00	Per License	\$45.58	Per License	-	\$372.00	License
Type 3 CSL	-	-	-	-	-	-	-	\$149.00	License
Outdoor Sales	*In addition to regularly issued business license							\$5.00	License
Outdoor Sales-Promotion by Merchants Association	*In addition to regularly issued business license							\$4.00	License
Outdoor Sales-Seasonal Plants								\$50.00	License

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

\$50.00 Per year, per alarm for subsequent years or parts thereof.

5.3 Dispatching Fee

\$100.00 Per month for each private agency being dispatched from the City Communication Center.

5.4 Vehicle Impound Fee

\$20.00 Per vehicle, per impound (also see Section 7.7).

5.5 Contract Law Enforcement Services

Police Officer (per employee, per hour - four hour minimum) \$75.00

Holiday (per employee, per hour - four hour minimum) \$165.00

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page*. Double-sided copies shall be charged as two pages. **For police records requests, see Section 6.6.*

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2008, 2016). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (i) and (ii).

(b) An hourly charge under this section may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (a) and (b), no charge may be made for the first quarter hour of staff time.

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the

individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

6.6 Requests for Police Records

- \$10.00 per police report/traffic accident report
- \$20.00 per CD (compact disc) of Video or Photographs
- \$5.00 per printed color photograph
- \$15.00 per fingerprinting request

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the meter system.

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2019
\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

More than five (>5) violations per registered owner(s):

Effective July 1, 2019
\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.2 Fines for mobility disabled space violations are as

follows: Effective July 1, 2019
\$270.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$297.00 after 14 days;
\$326.00 after 30 days;
\$344.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$165.00 after 14 days;
\$181.00 after 30 days;
\$189.00 after 60 days

B. Fines for all other special event parking violations.

Effective December 15, 2017

\$145.00 from the date of violation until fourteen (14) days following the violation

\$145.00 after 14 days;
\$145.00 after 30 days;
\$145.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows:

Effective July 1, 2019

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2019

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):

Effective July 1, 2019

\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.5 Fines for all other parking violations are as

follows: Effective July 1, 2019

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$44.00 after 14 days;
\$48.00 after 30 days;
\$50.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

More than five (>5) violations per registered owner(s):

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

7.6 Parking Permits.

China Bridge Parking Permits –Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$400.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

Drop & Load Parking Permits - \$200 per vehicle annually, \$100 replacement permit Ground Transportation, Lodging and TNC Companies with a valid business license per Title 4-8 and Title 9 are eligible to purchase a parking permit(s) valid for Drop and Load areas during timeframes, seasons, Special Events, and locations as approved by the Parking Manager and City Manager. Drop and Load parking permits may be transferable between vehicles.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$60.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9th St): Daily rate of \$16.00 per space
Swede Alley: Daily rate of \$12.00 per space

Sandridge, South City Park, Residential Permit Zones: Monthly rate of \$20.00 per space

- | | | |
|--|-----------------------------|----|
| a. Up to two spaces for vehicle parking with approved and active building permit | \$0.00 | 21 |
| b. Vehicle Permits | \$20.00 per space per month | |
| c. Dumpster or Equipment Permit | \$50.00 per space per month | |

Pay station removal for construction:	\$1,000.00
Application Fee:	\$20.00

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Garage and Surface Lot Parking Rates, Effective December 15, 2017:

Peak Season, December through April 15 and June through September China Bridge:

11:00 a.m.-5:00 p.m. – FREE, no hourly
max 5:00 p.m.-Midnight – 1st hour FREE
\$3.00/hour after, no hourly max

Hourly rate may be modified, and may not exceed \$4.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m.-5:00p.m. – FREE, 4 hour max
5:00 p.m.-Midnight – \$3.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5:00 p.m. – FREE, 24 hour max
5:00 p.m.-Midnight – \$1.00/hour, 24 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5:00 p.m. – FREE, 72 hour max
5:00 p.m.-Midnight – FREE, 72 hour max

South Marsac:

AM-5:00 p.m. – FREE, 2 hour max
5:00 p.m.-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

6:00 a.m.-2:00 a.m. – FREE, 2 hour max

East Heber, between Main Street and Swede Alley:

6:00 a.m.-2:00 a.m. – Load Zone, 2 hour max.

Gateway top level:

FREE for Main Street permit holders

Non-Peak Season, April 15 through May and October through November

China Bridge:

11:00 a.m.-5:00 p.m. – FREE-No hourly max 5:00 p.m.-Midnight

– 1st hour FREE

\$1.00/hour after free first hour, no hourly max

Hourly rate may be modified, and may not exceed \$3.00/hour Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max

11:00 a.m.-5:00 p.m. – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5:00 p.m. – FREE, no hourly max

5:00 p.m.-Midnight – FREE, no hourly max

7.12 Meter rates are as follows:

Effective December 15, 2017

Peak Season

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$5.00/hour

Non-Peak Season

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – \$1.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$1.50/hour

5:00 p.m.-Midnight – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

Effective December 15, 2017 Tokens will no longer be an acceptable method of payment.

7.13 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.12 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities
- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published on the city's website. In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the Regional Director will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the Regional Director or the City Council.

8.3.5 Discounting Fees: The Recreation Director may, at their discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Director may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.3.7 Sliding Fee Scale: The purpose of this program is to provide both adult & youth residents of the Park City School District (PCSD) with the opportunity to apply for a reduced fee for certain recreation activities. The fee reduction is based on Summit County's Average Median Income (AMI) and the applicant's gross family income. The discounts range from 30 to 70% depending on Gross Family Income.

Park City Recreation Sliding Fee Schedule						
% of AMI	Family Size					
	One	Two	Three	Four	Five	Six
Below 30% AMI Receive 70% Discount	Less than \$24,000 Gross Income	Less than \$27,000 GI	Less than \$31,000 GI	Less than \$34,000 GI	Less than \$37,000 GI	Less than \$40,000 GI
31% to 50% AMI Receive 50% Discount	\$24,001 - \$40,000 GI	\$27,001 - \$46,000 GI	\$31,001 - \$51,200	\$34,001 - \$57,000	\$37,001 - \$61,500	\$40,001 - \$66,000
51% to 70% AMI Receive 30% Discount	\$40,001 - \$55,900	\$46,001 - \$63,800	\$51,201 - \$71,700	\$57,001 - \$79,700	\$61,501 - \$86,100	\$66,001 - \$92,500

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes	Resident	Visitor
Youth (3 to 17) 10 Punch	\$28.00	\$40.00
Adult 10 Punch	\$80.00	\$100.00
Senior & Military 10 Punch	\$70.00	\$80.00
Child Care 10 Punch (10 hrs.)	\$35.00	

Tennis Fees

	<u>Indoor</u>	<u>Hourly Court Fees</u> <u>Outdoor</u>
Resident rate	\$32.00	\$12.00
Visitor rate	\$44.00	\$16.00

Youth Clinics Pre-Registration

Red Ball: \$12/day

Orange: \$24/day

Green: \$24/day

Yellow: \$24/day

Peak: \$28/day

Youth Clinic Drop-In

Red: \$15

Orange: \$28

Green: \$28

Yellow: \$28

Peak: \$32

Other Tennis Fees

Private Lesson 1 Hour	\$80.00
Private Lesson 1/2 hour	\$44.00
Semi Private Lesson 1 hour (Per person)	\$42.00
Group of 3 (Per person)	\$32.00
Group of 4 (Per person)	\$27.00
Clinic drop-in fee 1 hour	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Ball Machine per hour	\$12.00
Tennis Courts Non Athletic (Daily)	\$3,000.00

Pickleball Fees

Indoor Bubble Courts	\$16/hr
Outdoor Courts	\$12/hr
Per – hr. Clinic	\$12/hr

Monthly Clinic	\$45
Private Lesson 1 hour	\$45
Semi-Private Lesson 1 hour	\$30/pp

Daily Drop In	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$6.00
Adult	8.00 \$9.00	\$15.00
Senior 65+ & Military	6.00 \$7.00	\$9.00

Insurance Drop In Class Fee	\$7.00
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Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$45	\$22	\$67
3 Month	\$125	\$60	\$185
6 Month	\$232	\$108	\$340
12 Month	\$433	\$192	\$625

Senior 65+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$40	\$22.00	\$62
3 Month	\$112	\$60.00	\$172
6 Month	\$205	\$108.00	\$313
12 Month	\$375	\$192.00	\$567

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$82	\$38.00	\$120
3 Month	\$242	\$108.00	\$350
6 Month	\$393	\$182.00	\$575
12 Month	\$725	\$325.00	\$1,050

PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65.00	\$125.00	
Half Gym	\$35.00	\$75.00	
Non Athletic			\$1,400.00

Fitness Studios	\$65.00 (for profit)	\$125.00 (for profit)
	\$35.00 (non-profit)	\$75.00 (non-profit)

Other Fees

Visitor 10 Punch Card	\$100.00
Child Care Per Hr.	\$4.00
Non-Contact Personal Training	\$60 per day
Personal Training Daily Fee	\$25 per session
Personal Training Monthly Fee	\$400 per month
Personal Training Annual Fee	\$4,000 per year
Birthday Party	\$150.00
Party Room per hour	\$50.00
Pool Per Hour	\$100 plus guards
Lap Pool Per Lane	\$25 per lane per hour

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18 hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees in order to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September
Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1110.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$350.00
Non-Resident Sr. Punch Pass	\$390.00
Corporate Pass	\$3,000.00
Resident 18 Hole	\$39.00
Resident 18 Hole with Cart	\$55.00
Utah Resident 18 Hole	\$48.00
Utah Resident 18 Hole with Cart	\$64.00
Non-Resident 18 Hole	\$55.00
Non-Resident 18 Hole with Cart	\$71.00
Resident 9 Hole	\$19.50
Resident 9 Hole with Cart	\$27.50

Utah Resident 9 Hole	\$24.00
Utah Resident 9 Hole with Cart	\$32.00
Non-Resident 9 Hole	\$27.50
Non-Resident 9 Hole with Cart	\$35.50
Resident Off-Season 18 Hole	\$28.00
Non-Resident Off-Season 18 Hole	\$32.00
Small Range Bucket	\$5.00
Large Range Bucket	\$10.00
Rental Clubs for 18 Holes (includes 6 golf balls)	\$50.00
Rental Clubs for 9 Holes (includes 3 golf balls)	\$25.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users.

Non-Resident Card Fees

Household	\$40.00 per year
Non-Resident Card Fees - Household (6 months)	\$20.00
Students residing in Summit County	Free
Educators in Park City School District	Free
Interlibrary Loans	\$1.00 charge per item

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$1,000	\$1,000
Removal of infant for interment outside cemetery	\$360.00	\$360.00

Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 60.00	\$90
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
- Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
- Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
- Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basement	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

****a** \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

*****a** \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows:

- Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.
- Group 2: Activities during Library hours which are open for public participation but charge a fee for entry or activities which are closed to the public.
- Group 3: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees
- Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	\$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental

date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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Youth = Ages 6-17; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

Public Skate – 5 years & under	Free	Free
Public Skate – youth & adult	\$6.00	\$10.00
Cheap Skate (includes skate rental)	\$6.00	\$10.00
Group Rates (20+) includes skate rental	\$6.00	\$10.00
School Rate – includes skate rental	\$6.00	\$10.00
Skate Rental	\$4.00	\$4.00
Drop-in Hockey - youth	8.00 \$9.00	12.00 \$9.00
Drop-in Hockey - adult	10.50 \$10.00	14.00 \$10.00
Coached Drop-in Hockey	12.50 \$13.00	16.00 \$13.00

Freestyle	8.00 \$9.00	12.00 \$9.00
Drop-in Curling	20.00 \$25.00	24.00 \$25.00
Drop-in Broomball	14.00 \$25.00	18.00 \$25.00
Drop-in Skating Class	\$15.00	18.00 \$15.00
Off-Ice Programming:		
Strength & Conditioning, Ballet, Skate Treadmill	\$11.50	14.00 \$11.50
Visiting Coach Fee	\$16.00	\$16.00
Curling Instructor Fee	\$50/per hour/per instructor	

10 Session Punch Cards

Punch cards ~~are~~ **may be** available for **some activities or products.**

Public Skate, Drop-in Hockey and Freestyle sessions at a discount equal to \$.50 per session.

Punch card fees are adjusted to reflect the admission of

residents and non-residents. Punch cards are also available for skate sharpening with no discount simply, for convenience. Punch cards should be paid in full at the time of purchase. If the balance on a punch card is not paid in full within 7 calendar days (one week) a 10% late fee will be applied.

Annual Passes

Platinum	\$4,750
Bronze (Public Skate): (Includes Skate Rental)	\$300

Hourly Ice

Tax Exempt User Groups*/Employees	\$200
Local Rate (Summit or Wasatch County Resident)	\$225
Non-Resident, Not-for-Profit	\$250
Camp	\$300
For-profit	\$375

****User Groups are defined as local, organized programs who regularly rent ice from the arena and who provide a certificate of insurance listing PCMC as additionally insured and are a 501(c)3 organization. (minimum ~~25~~ 50 hours per season).**

Room Rental

Multi-purpose Rooms \$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

Birthday Parties

Basic Package \$175
Super Star Birthday Package \$300
Instructor \$50/per 30 minutes

Equipment (per hour)

Broomball \$50
Curling \$50/hour/lane
Hockey \$10/week
Dividers \$25

Event Fees

Rentals 1-50 people \$50
Rentals 51-100 people \$100
Rentals 101+ people \$200
Bleachers \$200/day
Catering Fee \$150
Scheduling Impact Fee \$150

Skate Services

Fees listed below are for services requested for 24 hours or more. An additional fee may be paid for services requested within 24 hours. Punch cards available for overnight services only. There is no discount for skate sharpening punch cards, they are available for convenience. Pre-payment is required for all skate sharpening.

Hockey Skate Sharpening \$8.50
Figure Skate Sharpening \$10.00
Custom Radius \$30.00
Figure Skate Sealing \$30.00
Rivets Replacements \$2.50 (ea.)
Figure Skate Blade Mounting (per pair) \$25.00
Skate Fitting (without purchase) \$20.00

Locker Rental (Annual Fee)

	<u>First Floor</u>	<u>Second Floor</u>
Regular Locker	\$180	\$130
Large Locker	\$210	\$160

Gate Fees

The Park City Ice Arena will take 25% of any gate fees collected for an event.

Advertising Fees and Sponsorship Fees

Dasher Board Ads \$1,600
Wall Banners \$2,500
Glass Decals \$400
Program Sponsorship Varies by program
Information Screen \$150/month

~~Note: All user groups will receive a free dasher board ad on the East side to promote their activity. They can sell the ad, acknowledge their sponsors or promote their program.~~

9.2. Recreation Program Fees: The Park City Ice Arena offers a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs.

9.3. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.4. Discounting Fees: The Ice Arena Manager may discount fees when:

- a. Offering special promotions designed to increase use.
- b. Trying to fill non-prime time.
- c. Introducing new programs or activities.
- d. Playing conditions are below standard due to weather or facility disrepair.

9.5. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at their discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties. Program fees may be discounted up to 75% off for students in the Park City School District who qualify for free or reduced lunch. Fees may be discounted for specified activities based on an individual's Average Median Income (AMI). Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

9.6 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District. A service charge of 2% will be applied to credit card charges over \$5,000.

FULL COMPLEX RATES						
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium	\$500	\$200	\$100	\$50		
SOC	\$375	\$200	\$100	\$50	\$1,600	\$1,000
PCSC multipurpose						
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50		
PCHS SB	\$375	\$100	\$75	\$50		
PCHS LL	\$375	\$100	\$75	\$50	\$800	\$575
North 40 North	\$375	\$250	\$100	\$50		
North 40 South	\$375	\$250	\$100	\$50		
					\$500	\$350
City Park	\$375	\$250	\$100	\$50	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMJHS	\$375	\$100	\$75	\$50	\$800	\$575
Stakeholder Fee						\$250 per team per season youth

Non-exclusive Use of Outdoor Recreation Facilities

	Per Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500
Commercial	\$65	

Volleyball Court Fees (per court)	\$30.00/hr. Res.	\$50.00/hr. NonRes
	\$120.00/day Res	\$200.00/day NonRes
(2 courts)	\$200.00/day Res	\$300.00/day NonRes
Stakeholder Fee	\$300.00/team/season – adult	
Tennis & Pickleball Courts	\$12.00/hr.	
Additional Restroom Cleaning	\$30.00 per clean	
Additional Field Prep (Softball/Baseball)	\$95.00 per field	
Special Field Prep (Low grass Cut)	\$1,000.00 per field	
Field Set Up (Lacrosse, Soccer, Football)	\$383.00 per field	
Field Lights - PCSC & City Park	\$20.00 per hr.	
Baseball Fence	\$45.00 per field	
Outfield Vinyl Fencing per field per week of use	\$337.00	

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity

10.1	<u>Fee for in lieu of providing public parking</u>	\$40,000.00 per stall
10.2	<u>Returned Check Charge:</u>	\$25.00
10.3	<u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	53.00 \$80.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	93.25 \$108.00
10.5	<u>Banner Installation</u>	
	Street Banner Installation-entire Main	648.70 \$859.00
	Street Banner Installation-every other Main	486.55 \$687.00
	Street Banner Installation-every 3rd	324.35 \$515.00
	Street banner Installation- Roundabout	\$346.65
	Street Banner Installation- Kearns	1431.00 \$2,013.00
	(Includes state permit, barricades and signage, required during install)	
	Street Banner Removal- Kearns	Included \$1515.00
10.6	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl. operator)	47.70 \$75.05
	Pavilion Cleaning	157.95 \$150.00
	Trash Removal	\$33.90
	(public property only - not provided for private property)	
	Extra Trash Cans	6.75 \$10.00
	Trash Bags	\$2.10
10.7	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$75.00 Holiday
	(per employee, per hour - four hour minimum)	\$165.00
	Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
	Mobile Command Trailer (each additional day)	\$100.00
10.8	<u>Parking Reservation Fees (Parking Department)</u>	
	Application Fee	\$22.25
	Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
	Swede Alley Parking Space (per space, per day)	\$13.25
10.9	<u>Barricades (cost per barricade)</u>	
	Crowd Control Barricades	\$5.90
	Portable Electronic Sign/Message Board (per day)	\$151.20
	Temporary Signs (each)	\$18.50
	Street Barricades (per day)	\$1.40
10.10	<u>Dumpsters</u>	
	8 Yard (delivery + haul off fee)	\$210.00
	30 yard (delivery + haul off fee)	\$210.00
	Landfill fee for 30 yard dumpster (per ton)	\$35.00
10.12	<u>Streets Equipment and Materials Equipment (2</u>	
	hour min. - billable rate is portal to portal,	
	cost includes operator, fuel, maintenance)	

Large Loader (per hour, 1 staff)	\$103.20
Small Loader (per hour, 1 staff)	\$71.95
Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
Unimog with Snow Blower (per hour, 1 staff)	\$180.20
Unimog Snowplow (per hour, 1 staff)	\$88.35

Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05

10.13 Materials

Salt (per ton)	\$45.00
Road base (per ton)	\$18.00
Sand (per ton)	\$16.00
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95

10.14 Personnel (total compensation per employee, per hour, during regular business hours)

Parks Department (PCMC Parks employee)	\$38.50
Streets Department (Streets employee)	\$38.50
Special Events Department (staff)	\$42.25
Cleaning Labor – restrooms, buildings and other (contract labor)	28.00 \$35.00

10.15 Special Event Application Fee (Processing and Analysis)

Level Five Event	\$640.00
Level Four Event	\$320.00
Level Three Event	\$160.00
Level Two Event	\$ 80.00
Level One Event	\$ 40.00
First Amendment Event	\$ 40.00
Film Permit Application Fee	\$ 80.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day

Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON-PROFIT	OUT OF AREA NON-PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT
Mountain Biking	30-350	1% x \$150 x number of participants	2% x \$150 x number of participants	1.5% x \$150 x number of participants	3% x \$150 x number of participants
Cross Country Skiing*	30-350	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Triathlon*	30-350	1.5% x \$150 x number of participants	2.5% x \$150 x number of participants	2% x \$150 x number of participants	3.5% x \$150 x number of participants
Running/Walking/Snowshoe*	30-500	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add \$2.00/participant in addition to fees provided below.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.

10.18 Credit Card Transaction Fees

Effective July 1, 2019, there will be a 2.00% service fee for all non-utility credit card payments equal to or greater than \$5,000.

SECTION 11. MUNICIPAL ELECTION FEES

11.1 Fees for municipal elections are as follows:

\$150.00 Mayoral filing fee*

\$100.00 Council filing fee*

*Fees are waived for candidates who prefer to collect 100 signatures of Park City registered voters.

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Mike McComb

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Adopt Resolution 16-2021, a Resolution Adopting the Park City Comprehensive Emergency Management Plan

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[CEMP Staff Report](#)

[Exhibit A: Comprehensive Emergency Management Plan \(CEMP\)](#)

[Exhibit B: CEMP Resolution](#)



City Council Staff Report

Subject: Comprehensive Emergency Management Plan Adoption
Author: Mike McComb, Emergency Program Manager
Department: Executive
Date: June 24, 2021
Type of Item: Administrative

Recommendation

Review the amended 2021 Comprehensive Emergency Management Plan (CEMP), hold a public hearing, and adopt by resolution the CEMP in order to continue compliance with existing Federal and State requirements and standards.

Executive Summary

- The City's CEMP requires formal annual adoption by Council in order to remain compliant with the National Incident Management System (NIMS) requirements, and to be eligible for Emergency Management Program Grant (EMPG) funding and/or Public Assistance (PA) reimbursements through the Federal Emergency Management Agency (FEMA). Legislative amendments to Utah's Emergency Management Act additionally require each political subdivision to adopt an emergency operations plan.
- The original CEMP was adopted in August of 2007 and re-adopted annually. As in previous years, Resolution 15-2020 requires all amendments to the CEMP to be ratified by the City Council within one year.
- In addition to minor updates and revisions, the Emergency Program Manager (EPM) in conjunction with the Emergency Management Group (EMG), amended the CEMP with the significant additions of the updated Community Wildfire Preparedness Plan and Citywide Evacuation Standard Operating Procedures. A summary of major changes and updates follows.

The Problem and Opportunity

Without formal adoption of a CEMP, the City is ineligible for certain Federal grants and Federal disaster Public Assistance (PA) reimbursements following an emergency. Further, NIMS compliance has become a *de facto* requirement for other Federal assistance and grants. State assistance to municipalities through the Utah Division of Emergency Management (DEM) is also available with approved emergency management plans, required training, an assigned Emergency Manager, and CEMP adoption.

Background

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Reform Act of 2006, as amended (6 U.S.C. § 762), authorize non-disaster (ND) Federal preparedness grants to all 56 U.S. States and territories, administered by FEMA.
- Park City Municipal Corporation (PCMC), through DEM, has successfully applied for and received annual non-disaster grant funding through FEMA's EMPG Program since 2008. This funding is provided at a 50-50 level, meaning for every Federal dollar received through DEM, the City funds an equal amount.
- PCMC received disaster PA funding in 2011 due to flooding in Summit and surrounding counties.

- Various provisions of the CEMP were enacted during the City's declaration of emergency in response to the COVID-19 pandemic.
- PCMC may be eligible to receive disaster PA funding as a result of previously unreimbursed expenses incurred in response to the COVID-19 pandemic. This reimbursement has a 100% Federal share. The total amount of reimbursement is yet to be determined.

Analysis

This year, in addition to some minor updates to the CEMP, major additions include I updated Emergency Management Act (Utah Code Annotated 53-2a-1403), as amended by H.B. 96 and S.B. 195 – provisions regarding declarations of emergency/limitations, as well as a requirement of political subdivisions to adopt an emergency operations plan.

Nature of the Change	Page(s) Affected
Adds language reflecting requirements of the updated Emergency Management Act (Utah Code Annotated 53-2a-1403), as amended by H.B. 96 and S.B. 195 – including provisions regarding declarations of emergency/limitations, as well as requirement of political subdivisions to adopt an emergency operations plan.	Proposed resolution, Appendix B
Adds language clarifying that the CEMP is intended to be a living document	10
Adds Statutory Authority as a result of H.B. 96, noting the appointment of an Emergency Manager in accordance with the Emergency Management Act, UCA Section 53-2a-1402 and details successors for the Emergency Manager	14, 18
Includes Safety Officer designation for the Emergency Manager in the ICS organization chart	18
Clarifies that the City's EOC is organized along departmental lines to support Emergency Support Functions	10
Adds Planning Department to Emergency Support Function #3 (Public Works and Engineering)	18, 26, Appendix Q
Adds Appendix S, Distribution Management Plan (in work)	Appendix S
Adds Community Wildfire Preparedness Plan, 2021 Update	Appendix T
Adds Citywide Evacuation Standard Operation Procedures	Appendix U
National Disaster Recovery Framework, including Recovery Support Functions	Appendix V

In addition to the basic plan, 22 appendices lay out the details of Mitigation, Preparedness, Response, and Recovery. The basic CEMP (Attachment A) is provided for review and adoption. The resolution to adopt the CEMP is Exhibit B.

The various appendices of the CEMP exceed 2,000 pages, and are not included with this staff report, but are available for Council review. Some appendices are protected documents under Utah Code section 63-2-304 and section 62-2-106 due to personnel and security contents.

Department Review

Emergency Management, Legal, and Executive

Funding Source

Funding is provided through four general fund accounts and one capital improvement fund (CIP).

Exhibits

- A 2021 CEMP as amended
- B Resolution Adopting the Park City Comprehensive Emergency Management Plan (CEMP)



PARK CITY MUNICIPAL CORPORATION

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

June 2021

Re-adopted 6/24/2021

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APPENDICES (provided under separate covers)

- Appendix A. Park City Municipal Code - Emergency Management & Responsibilities
- Appendix B. State of Utah Code Annotated 1953 - Title 53 – Emergency Management Act
- Appendix C. Hazard Identification and Vulnerability Analysis Worksheets and
Emergency/Disaster Action Plans (HIVA/EAP) (Protected*)
- Appendix D. Emergency Preparedness for City Facilities (Protected*)
- Appendix E. Training, Implementation and Exercise Plan
- Appendix F. Incident Command System (ICS)
- Appendix G. Mutual Aid Agreements
- Appendix H. Resource List and Contracts
- Appendix I. Employee Contact List (Protected*)
- Appendix J. Available FEMA Training Courses
- Appendix K. Emergency Operations Center (EOC) (Protected*)
- Appendix L. Emergency Support Functions (ESF) (Protected*)
- Appendix M. Community Preparedness Information and Plan
- Appendix N. Acronyms and Glossary
- Appendix O. Form and Log Templates
- Appendix P. Emergency Manager (EM) Notification Procedure
- Appendix Q. Standard Operating Procedures (SOP) in Support of ESF (Protected*)
- Appendix R. Continuity of Operations Plan (COOP) (Protected*)
- Appendix S. Distribution Management Plan (in development)
- Appendix T. Community Wildfire Preparedness Plan, 2021 Update
- Appendix U. Citywide Evacuation Standard Operation Procedures, including Department of
Homeland Security Crisis Event Response and Recovery Access (CERRA)
Framework
- Appendix V. National Disaster Recovery Framework, including Recovery Support Functions

* Some parts or all of these appendices are Private or Protected pursuant to UCA - 63-2-304 and UCA 62-2-106



Resolution No. 23-07

A RESOLUTION ADOPTING THE USE OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

WHEREAS, natural and man-made disasters may occur in any part of Park City, and;

WHEREAS, Utah State Code Title 63, State Affairs in General, Chapter 5a, Disaster Response and Recovery outlines authority, and;

WHEREAS, Park City is responsible to respond to emergency incidents as well as disasters with local responders, i.e. Law Enforcement, Fire, Emergency Medical Services, Public Services, and other such departments and divisions that might be required, and;

WHEREAS, City departments may be called to respond to and/or assist in response and/or recovery from the effects of emergency incidents and disasters, and;

WHEREAS, Park City is committed to achieving a system that will provide a consistent approach for local, State and Federal governments to work effectively and efficiently together to prevent, prepare for, respond to and recover from domestic emergency and disaster incidents, regardless of cause, size or complexity, and;

WHEREAS, The Homeland Security Presidential Directive (HSPD-5) requires Federal departments and local jurisdictions to adopt the National Incident Management Systems (NIMS), and;

WHEREAS, in times of disaster, local and State agencies work closely with Federal agencies, and;

WHEREAS, NIMS provides a consistent nationwide template for all agencies to work together to prevent, prepare for, respond to and recover from all hazards, and;

WHEREAS, as a condition for Federal preparedness assistance, beginning in Federal Fiscal Year 2005, local organizations are mandated by HSPD-5 to adopt NIMS as the model for incident management in times of disaster;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Park City, Utah as follows:

SECTION 1. ADOPTION. Park City Municipal Corporation hereby adopts the National Incident Management System (NIMS) to be used by all City departments in response to all

incidents and/or disasters within Park City.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect upon adoption.

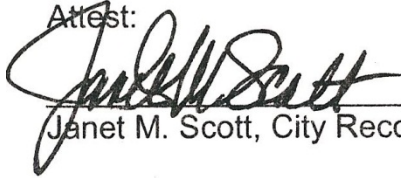
PASSED AND ADOPTED by the City Council this 9th day of August, 2007.

PARK CITY MUNICIPAL CORPORATION



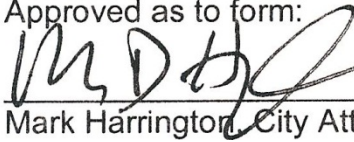
Mayor Dana Williams

Attest:



Janet M. Scott, City Recorder

Approved as to form:



Mark Harrington, City Attorney



**Park City Municipal Corporation
Comprehensive Emergency Management Plan**

Record of Changes

Pursuant to Resolution XX-2021, the City Manager may approve amendments to the Comprehensive Emergency Management Plan (CEMP), which shall remain in effect for up to one year or until permanently ratified by the City Council.

Nature of Changes	Date of Change	Pages Affected	City Manager's Signature
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PARK CITY MUNICIPAL CORPORATION COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

PURPOSE

The purpose of the Park City Comprehensive Emergency Management Plan (CEMP) is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system in order to return the community to its normal state of affairs.

This plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources.

This document is intended to serve as a living document with dynamic content, periodic reviews, edits, and updates to reflect changes in technologies, techniques, organizations, tactics, procedures, and other considerations.

CONCEPT & PRINCIPLES

On February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). This plan utilizes the tenants of NIMS, including the Incident Command System (ICS), as the basis for operations and to the level the various tenants apply to local government. In adopting this CEMP, Park City Municipal Corporation also adopts NIMS and ICS as required in HSPD-5.

It is the responsibility of Park City government to undertake comprehensive emergency management planning in order to protect life and property from the effect of an event prompted by natural or man-made occurrences. Local government has the primary responsibility of emergency management activities. When the emergency exceeds the local government's capabilities to respond, assistance will be requested from Summit County, and then the State of Utah. The Federal Government will provide assistance to the State when appropriate.

This plan is based upon the concept that the emergency functions for City departments, functions or groups will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

Day-to-day functions that do not contribute directly to the emergency response or operations may be suspended for the duration of the incident. The efforts that would normally be required for those functions will be redirected to accomplish the emergency response tasks.

A CEMP should be concerned with all types of emergency situations. It is more than an operational plan and it accounts for activities before, during and after the emergency operations. While the City has a plan as outlined herein, we realize that we may not have adequate resources

to carry out all phases of the plan depending on the size and type of a specific emergency or disaster. The following are the four phases of a CEMP:

Phases of Emergency Management

1. Mitigation: Mitigation activities are those which eliminate or reduce the probability of an occurrence. Actions accomplished before an event to prevent it from causing a disaster, or to reduce its effects if it does, save the most lives, prevent the most damage, and are the most cost effective. City departments will enforce all public safety mandates including land use management and building codes; and recommend to governing bodies legislation required to improve the emergency readiness of the City. These activities also include long-term efforts that lessen the undesirable effects of unavoidable hazards.
2. Preparedness: Preparedness activities develop the response capabilities needed if an emergency arises. Preparedness consists of almost any pre-disaster action that is assured to improve the safety or effectiveness of disaster response. Preparedness consists of those activities that have the potential to save lives, lessen property damage, and increase individual and community control over the subsequent disaster response. Emergency/Disaster Action Plans spell out the scope of activities required for community response. Departments/agencies shall ensure that employees are trained to implement emergency and disaster procedures and instructions. Departments/agencies shall validate their level of emergency readiness through internal drills and participation in exercises selected by the Emergency Program Manager (EPM). Other government jurisdictions within and outside the City boundaries shall also participate in these exercises. Exercise results shall be documented and used in a continuous planning effort to improve the City's emergency readiness posture. In addition to the ongoing training and education of City employees and elected officials in the CEMP, local citizens and businesses shall also be educated on their responsibilities in preparing for an emergency.
3. Response: Response is the actual provision of services during the incident or crisis. These activities help reduce casualties and damage and speeds recovery from the incident. The active use of resources to address the immediate and short-term effects of an emergency or disaster constitutes the response phase and is the focus of department/agency Emergency/Disaster Action Plans. They include emergency and short-term medical care, return of vital life-support systems to minimum operating conditions, mass communications, evacuations and initial damage assessment. When any department/agency within the City receives information about a potential emergency or disaster, it will conduct an initial assessment, determine the need to alert others, and set in motion appropriate actions to reduce risk and potential impacts. Emergency response activities will be described in department/agency Emergency/Disaster Action Plans and may involve activating the Emergency Operations Center (EOC) for coordination and support of the Incident Command System (ICS). Departments/agencies will strive to provide support to warning and emergency public information, save lives and property, supply basic human needs, maintain or restore essential services, and protect vital resources and the environment.

4. Recovery: Recovery is both a short-term and long-term process. Recovery involves detailed damage assessments, complete restoration of vital life-support systems, financial assistance, and long-term medical care. There is no definite point at which response ends and recovery begins. However, generally speaking, most recovery efforts will occur after the emergency organization is deactivated and departments/agencies have returned to pre-disaster operation, and will be integrated with day-to-day functions. The recovery period is also an opportune time to institute mitigation measures, particularly those related to the recent incident. Examples of recovery actions would be: provision of temporary housing and food, restoration of non-vital government services, and reconstruction of damaged areas. The City adopts the framework and basic guidelines detailed in the National Disaster Recovery Framework included in the appendices, as well as the Recovery Support Functions detailed therein.

OBJECTIVES CONTAINED WITHIN THE CEMP

1. Defines clearly the roles and responsibilities of key members of City staff, City departments or functions and elected officials, in order to mitigate, prepare for, respond to, and recover from the effects of any major emergency or disaster.
2. Establishes and defines roles and responsibilities within NIMS and ICS, as required by law.
3. Ensures that essential City services are maintained during an emergency or disaster.
4. Outlines the cooperative efforts between the City, the County, other governmental subdivisions and the State in response to an emergency or disaster.
5. Provides the necessary Mitigation, Preparedness, Response, Recovery, Mutual Aid, Action Plans, Hazard Identification, Risk Assessment, Emergency Support Functions, Resource Lists, Contact Lists and documents in appendices and compendiums to accomplish the activities laid out in this CEMP.

CHAPTER 1 – Authority

Emergency Authority

A compendium of existing local and State legislation pertaining to emergency management and authority are shown in Appendices A and B.

Mayor

Statutory Authority

The Mayor, as outlined in City Code 2-2-3, shall be the chief executive of the City. The Mayor shall be recognized as the head of the City government for all ceremonial and legal purposes, and shall execute and authenticate legal instruments requiring signature as such official. Further, the Mayor has emergency powers as set out in UCA 53-2a-205. The Mayor heads the Emergency Policy Council.

Proclamation of Local Emergency

In the event of or threat of, as disaster, attack, internal disturbance, natural phenomenon, or technological hazard, the Mayor may proclaim a state of “Local Emergency” under UCA 53-2a-208.

Appointment of Special Police

Under City Code 2-4-12C, the Mayor may upon any emergency, riot, pestilence, invasion, or at any time he shall deem necessary for the peace, good order, or health of the City, order the Chief of Police to appoint special policemen for a specified time.

City Council

Emergency Ordinances

Emergency ordinances, as outlined in City Code 2-3-7C, may be enacted by City Council for the preservation of public property, health, peace or safety. Further, the City Council may authorize expenditures for an emergency in excess of the budget as outlined in UCA 10-6-129.

Emergency Interim Successors

The City Council and Mayor shall annually set out Emergency Interim Successors for Local Officers as set out in UCA 53-2a-807 (see also Continuity of Government Operations - Succession of Command, and the Continuity of Operations Plan (COOP)/Continuity of Government Plan, Appendix R).

City Manager

Statutory Authority

The City Manager is the Chief Administrative Officer of the City as defined in City Code 2-4-1 and will administer all affairs of the City as directed in City Code 2-4-3 A through M. In

the absence of the Mayor, the City Manager may proclaim a state of “Local Emergency” as provided for in City Code and UCA 53-2a-203.

Administrative Authority

The City Manager or his/her designee or successor, as Chief Administrative Officer shall administer all emergency or disaster operations as outlined in the CEMP, including but not limited to EOC Operations Commander, Unified Commander (UC), Area Commander (AC) and/or Incident Commander (IC).

City Attorney

Statutory Authority

The City Attorney shall be the legal representative of the City and he or she shall advise the Mayor and Council and City officials in matters relating to their official powers and duties and perform such other duties as the Mayor and Council may prescribe by ordinance, resolution or otherwise as outlined in City Code 2-4-10 .

Chief of Police/Deputy Fire Marshal

Statutory Authority

The Chief of Police shall direct the police department in the enforcement of all the laws of the City and all statutes of the State of Utah applicable to the City as outlined in City Code 2-4-12, 6-3-6 and 11-9-2, including evacuation orders. The Chief of Police shall also serve as the City’s Deputy Fire Marshal.

Emergency Manager

Statutory Authority

The Emergency Manager is appointed to act in accordance with the Emergency Management Act, UCA Section 53-2a-1402. Emergency successors for the emergency program manager are designated in the Continuity of Government Operations - Succession of Command, and the Continuity of Operations Plan (COOP)/Continuity of Government Plan, Appendix R. The Emergency Manager shall (a) create a plan to coordinate emergency preparedness, response, mitigation, coordination, and other recovery activities; and (b) coordinate with other emergency managers and officials to ensure efficient, appropriate, and coordinated emergency preparedness, response, mitigation, and recovery.

Administrative Authority

The Emergency Program Manager (EPM), also known as the Emergency Manager (EM) is hereby appointed by the City Manager to act as the City’s designated manager to be involved in all areas of emergency management for the City. His or her responsibilities include: maintenance of the CEMP with all of its appendices (which must be updated annually); establishing and maintaining the City's State and Federal NIMS compliance in the FEMA database; serving as Emergency Operations Center (EOC) Manager; establishing, maintaining , and participating in the training of all City staff in emergency preparedness and response;

helping set City building preparedness and response to building specific emergencies; identifying and analyzing potential hazards to the community and the City's response; serving as liaison to the Summit County Emergency Manager and Region 2 of the Utah Division of Emergency Management; participating in individual incidents as a coordinator and review officer; and in conjunction with the Community Engagement Manager, setting up citizen and business emergency preparedness programs. The EPM works with a policy and review body called the Emergency Management Group (EMG). The City Manager may reassign the responsibilities of EPM at any time.

Community Engagement Manager

Administrative Authority

The Community Engagement Manager is hereby appointed by the City Manager to act as the City's designated Public Information Officer (PIO). The City Manager may reassign the responsibilities of the PIO at any time.

Chief Building Official/Chief Fire Official

Statutory Authority

The Chief Building Official shall be responsible for the enforcement of the building codes, and all other such codes as adopted by the City and as outlined in City Code 6-1-2, 6-3-6, 11-2-2, 11-2-3 and 11-9-1.

CHAPTER 2 – Organization

Departments within the City will have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining its own emergency management procedures with assistance from the Emergency Manager and in accordance with the CEMP. Departments will prepare plans, forms, documents, and procedures to carry out their missions as outlined in the CEMP. Specific responsibilities for some departments may be outlined within the CEMP and/or its appendices.

Emergency Management Group (EMG)

An Emergency Management Group (EMG) has been established to assist in the preparation of the CEMP, make periodic reviews and amendments, provide assistance and direction to the Emergency Program Manager (EPM) and assist departments with their components and implementation of the CEMP. The EPM is Chair of this group and the Police Chief is the Vice Chair.

The Emergency Management Group (EMG) members are:

1. City Manager – Operations Commander
2. Deputy City Manager - Internal Services
3. Deputy City Manager - External Services
4. Emergency Program Manager (EPM) - Chair
5. Community Engagement Manager (PIO)
6. Information Technology Director
7. Chief of Police – Vice Chair
8. City Attorney or Special Counsel
9. Public Works Director
10. Chief Building Official
11. City Engineer
12. Public Utilities Director

Outside Agencies and other members may be added as determined by the City Manager

The Committee will ensure that emergency policies, activities, and resources are coordinated among the City departments. On no less than an annual basis, the EPM will hold an EMG policy review meeting, make necessary CEMP amendments, and hold a training session for Committee members and elected City officials.

At least three times annually, the EPM will also facilitate emergency response drills or exercises to evaluate portions of this plan, its components, and individual departments' emergency management procedures.

Departmental Emergency Management

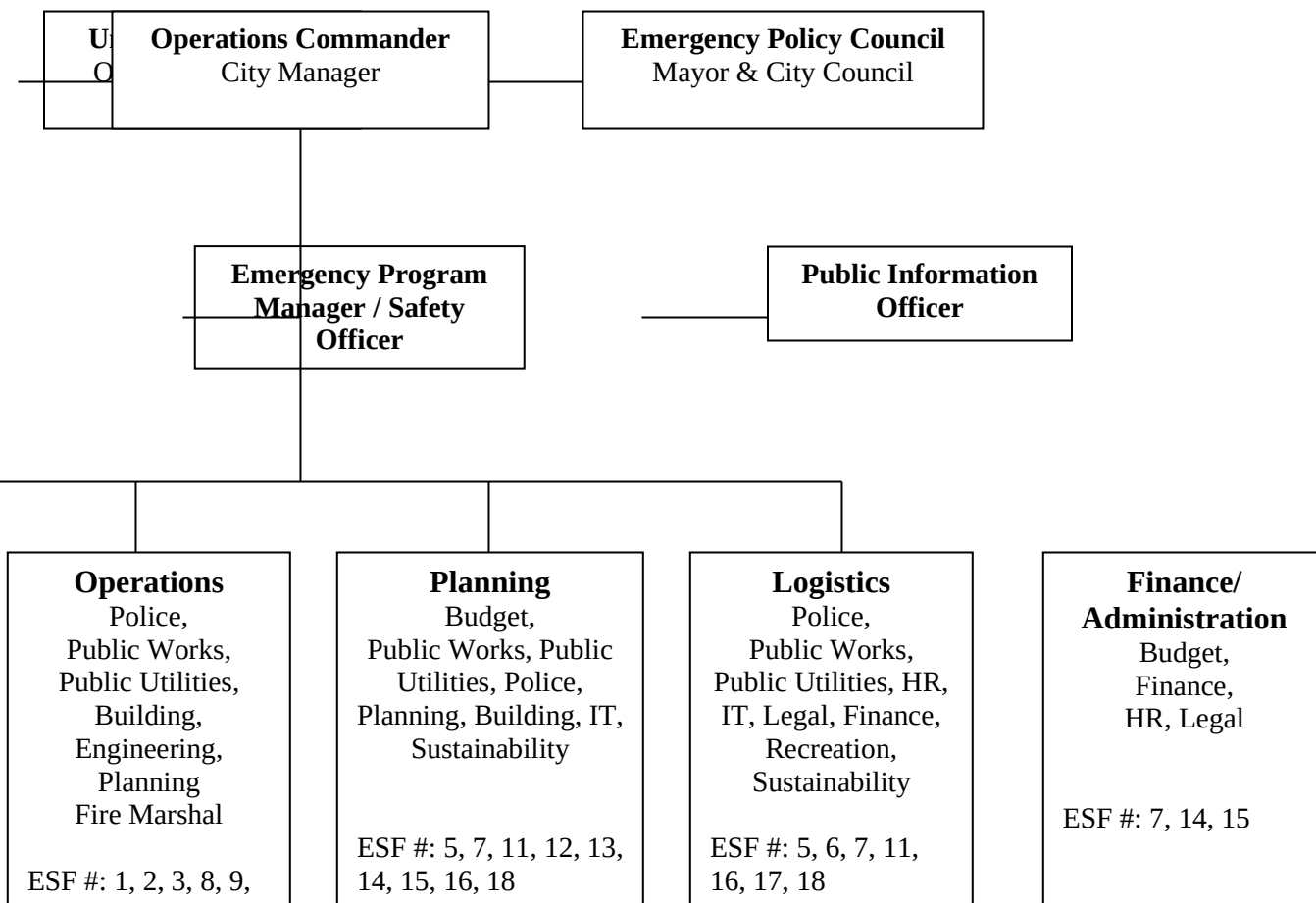
Under the direction of each City department manager or designee, each department will educate its employees on the CEMP and how it impacts their department, including individual and department roles and responsibilities, specific facility action plans, and conduct regular training to meet the requirements of the CEMP. Further, training in the ICS will be conducted at all levels, including the need to complete tasks while under the supervision of an Incident Commander who may not be a regular supervisor. An outline of FEMA training required for various line and supervisory levels of City staff are outlined in Appendix E and F.

Direction and Control

The final responsibility for all emergency management belongs to the City Manager, a member of the Emergency Management Group (EMG) and Operations Commander. The EMG is responsible for all policy level recommendations and changes. The City Council shall adopt by resolution the CEMP and compliance with NIMS, including all appendices and compendiums that encompass the total plan as periodically amended by the EMG. During response operations, elected officials will be available to interact with constituents and forward community concerns, provide emergency policy direction, enact emergency legislation, provide for funding, and provide designated public information in conjunction with the Public Information Officer (PIO) and/or other duties as agreed upon with the Operations Commander

The EPM has responsibility for coordinating the entire emergency plan and response program, and makes all routine decisions for this committee. During emergency operations, the EPM ensures that the policy and coordination of all groups are working in concerted, supportive effort to overcome the emergency.

CEMP Organizational Chart - ICS Model



Continuity of Government Operations

Succession of Command

1. The line of succession of the City Manager as the Operations Commander is to the Deputy City Managers, the Chief of Police, and then to the Emergency Manager. In the event the Emergency Manager assumes the Operations Commander position, he/she will be replaced by a trained Acting Emergency Manager.

The line of succession of the City Manager for his/her position as City Manager, i.e. appointment of an Acting City Manager, is to the Deputy City Managers, the City Attorney, and then the Chief of Police. An Acting City Manager may not serve as Emergency Manager or Acting Emergency Manager at the same time.

2. The line of succession for the Emergency Manager is a trained Acting Emergency Manager. A minimum of three (3) Acting Emergency Managers from department manager-level City staff members shall be trained and qualified to assume the role of Emergency Manager. The Acting Emergency Manager will fully assume duties as Emergency Manager and be relieved of their departmental duties in turn by their departmental next-in-command.

3. The line of succession of each City department is according to the operating procedures established by each department and should be no fewer than three staff members deep. This succession is further detailed in Appendix R, Continuity of Operations/Continuity of Government Plan.
4. The line of succession of the Mayor is to the Mayor Pro Tempore, to the Alternate Mayor Pro Tempore, and then to the most senior member of the City Council.
5. The line of succession of the City Council shall be governed by Park City Municipal Code 2-2-9. In the event a majority of Council members are unavailable or unable to fill vacancies by appointment, then emergency interim succession is pursuant to UCA 53-2a-807.

Preservation of Records

1. In order to develop after-action reports, all documents, messages, and logs will be maintained and submitted to the EPM immediately after deactivating emergency operations.
2. Documentation of emergency response actions is required for the following:
 - a. Accounting/reimbursement
 - b. Response action improvement
 - c. Possible legal action
 - d. Economic recovery

Administrative Items

Emergency Authority

1. A compendium of existing State legislation pertaining to emergency management are shown in Appendices A and B.

Mutual Aid/Automatic Aid

1. Should local government resources prove inadequate during an emergency operation, requests for assistance from other local jurisdictions and higher levels of government will be made according to existing or emergency negotiated mutual aid/automatic aid agreements and memorandums of understanding entered into by duly authorized officials, and formalized in writing whenever possible. See Appendix G.

Consumer Protection

1. Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the State Attorney General's Consumer Protection Division.

Accounting for Resources, Costs and Losses

In an emergency, proper accounting of costs and losses is required for insurance and/or Federal disaster assistance reimbursements. Care should be taken to record all direct and indirect costs. Park City will use accounting methods in accordance with Federal guidelines. The required documentation will be forwarded to appropriate State and Federal agencies.

Incident Command System (ICS)

The Incident Command System is one of the key organizational systems of the National Incident Command System (NIMS). The ICS provides overall management at the incident site. The Incident Commander develops a management structure based on the needs of the incident. All appropriate elected officials, department heads, managers, supervisors and line personnel shall be trained in the ICS. See Appendices E and F.

Plan Development and Maintenance

If a plan is to be effective, its contents must be known and understood by those who are responsible for its implementation. The Emergency Program Manager (EPM) and members of the Emergency Management Group (EMG) will brief appropriate public/private sector officials in emergency management operations of this plan in particular.

The plan shall be updated at least once every year. Training for all employees and elected officials shall be ongoing.

CHAPTER 3 – Procedures and Operations

Emergency Levels

During an emergency situation, a timely and well-documented system of assessing the damage experienced or expected is crucial for determining appropriate response actions, alleviating victim suffering and hardship, managing resources effectively, and planning future hazard mitigation activities.

When carrying out the Comprehensive Emergency Management Plan, the transition from normal operations to emergency operations must be orderly. To achieve unified response operations, it is important that all departments have a common definition and status of emergencies. These defined levels of an emergency provide a transition from normal operating posture to full alert and provide for coordination with other agencies. When responding to emergencies, the following apply:

Level III: NO OUTSIDE ASSISTANCE NECESSARY

An emergency that poses a threat to life, property, or the environment and where ample local resources exist. The responding department(s) handles the incident with on-duty resources and notifies the City Manager or his/her designee via department notification protocols.

Level II: ENHANCED RESPONSE REQUIRED

An emergency of a greater hazard, which poses a threat to life, property, or the environment, and requires extensive ongoing coordination between more than one City department. Park City personnel handle the emergency with City resources, mutual aid, and resource sharing. Once a Level II emergency is in effect, any request for assistance or resources from the on-scene Incident Commander will take precedence over other daily activities. Incident Commanders responding to Level II emergencies will notify the City Manager or his designee via department notification protocols. If needed, request for EOC activation may be made by responding Incident Commander(s), involved department chiefs or department heads, the City Manager, or the Emergency Program Manager.

Level I: MAJOR INCIDENT

An emergency involving a catastrophic incident. The incident may result from a natural or man-made disaster such as earthquake, flood, fire, terrorism, etc. The incident may result in an immediate threat to persons, property, or the environment and requires the resources of the entire City, including government, private, and outside assistance. The Mayor or designee may issue a formal declaration of emergency.

During response operations, responders maintain the principle of centralized control and decentralized execution. All response actions are in harmony and orchestrated by legal authority from the Emergency Operations Center.

As City departments, agencies, and non-governmental organizations progress from normal operations to an emergency posture, they go through the response conditions outlined below in accordance with the emergency level. For example, a locally-occurring Level II incident would initially require Response Condition II.

Response Conditions

Response Condition - III: NO OUTSIDE ASSISTANCE NECESSARY

1. Monitor the situation regularly.
2. Review applicable plans and Standard Operating Procedures.
3. Review the status of all equipment and supplies.
4. Notify the City Manager and key personnel.

Response Condition II: ENHANCED RESPONSE REQUIRED

1. The Emergency Operations Center may be activated as needed with partial staffing.
2. Notify City Manager and key personnel.
3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented.
4. Place personnel on standby status as needed.

Response Condition I: MAJOR INCIDENT

1. Place Emergency Operations Center on full staffing.
2. Bring equipment and supplies to full operational status.
3. Recall personnel as necessary.
4. Freeze supplies and resources and commit them to the emergency as needed.
5. Notify the County and the State

Incident Levels	Response Conditions		
	Response Condition III: NO OUTSIDE ASSISTANCE NECESSARY	Response Condition II: ENHANCED RESPONSE REQUIRED	Response Condition I: MAJOR INCIDENT
Level I: MAJOR INCIDENT A catastrophic incident resulting from a natural or man-made disaster such as earthquake, flood, fire, terrorism, etc. The incident may constitute an immediate threat to persons, property, or the environment, and <u>requires the resources of the entire City, including government, private, and outside assistance.</u>	1. Monitor the situation regularly. 2. Review applicable plans and Standard Operating Procedures. 3. Review the status of all equipment and supplies. 4. Notify the City Manager and key personnel. <i>NOTE: May be appropriate if Level I incident occurs at a National level, or in a neighboring State or jurisdiction.</i>	1. The Emergency Operations Center may be activated as needed with partial staffing. 2. Notify City Manager and key personnel. 3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented. 4. Place personnel on standby status as needed. <i>NOTE: May be appropriate if Level I incident occurs in nearby or neighboring jurisdiction, with potential for local impact.</i>	1. Place Emergency Operations Center on full staffing. 2. Bring equipment and supplies to full operational status. 3. Recall personnel as necessary. 4. Freeze supplies and resources and commit them to the emergency as needed. 5. Notify the County and the State
Level II: ENHANCED RESPONSE REQUIRED An emergency of a greater hazard, posing a threat to life, property, or the environment, and requires efforts and coordination between <u>more than one City department.</u>	1. Monitor the situation regularly. 2. Review applicable plans and Standard Operating Procedures. 3. Review the status of all equipment and supplies. 4. Notify the City Manager and key personnel. <i>NOTE: May be appropriate if Level II incident occurs in nearby or neighboring jurisdiction, with potential for local impact.</i>	1. The Emergency Operations Center may be activated as needed with partial staffing. 2. Notify City Manager and key personnel. 3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented. 4. Place personnel on standby status as needed.	1. Place Emergency Operations Center on full staffing. 2. Bring equipment and supplies to full operational status. 3. Recall personnel as necessary. 4. Freeze supplies and resources and commit them to the emergency as needed. 5. Notify the County and the State <i>NOTE: May be appropriate if Level II incident expands.</i>
Level III: NO OUTSIDE ASSISTANCE NECESSARY A local emergency that poses a threat to life, property, or the environment and where ample local resources exist to mitigate the effects. <u>Typically manageable by a single City department.</u>	1. Monitor the situation regularly. 2. Review applicable plans and Standard Operating Procedures. 3. Review the status of all equipment and supplies. 4. Notify the City Manager and key personnel.	1. The Emergency Operations Center (or Mobile Command Trailer) may be activated as needed with partial staffing. 2. Notify City Manager and key personnel. 3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented. 4. Place personnel on standby status as needed. <i>NOTE: Upgrading response condition may be appropriate if incident expands, consider upgrading to Level II incident.</i>	Not Applicable

NOTE: The above procedures are provided as an initial response guide only and shall not constrain or limit appropriate emergency actions of any responding department or agency. It is entirely possible - even likely - to move between Response Conditions and Incident Levels as an incident progresses, is managed, and is mitigated.

Declaration of Emergency

Park City is the primary responder to a disaster in the City. As such, it rapidly mobilizes resources, assesses the situation, and plans a course of action. Once the situation exceeds Park City's capability to respond, officials will first seek supplemental resources from Summit County and neighboring Counties, then the State of Utah, and finally the Federal government.

A local "emergency" may be declared by proclamation of the Mayor. In the absence of the Mayor, an interim successor, or City Manager may declare an emergency. Nothing in this section is intended to preclude the declaration of an emergency and the exercise of emergency powers as long as those actions are consistent with the requirements of declaring an emergency outlined herein.

The proclamation declaring the emergency will be filed with the City Recorder and will state four things:

- Nature of the emergency.
- Areas threatened.
- Various conditions which cause the emergency to be declared.
- Initial period of the emergency.

The declaration is kept on file with other supporting documentation to justify the disbursement of disaster assistance funds if available. See Appendix O for templates.

Emergency Operations Center (EOC)

The EOC serves as a centralized management center for emergency operations. Here, decisions are made by the EOC managers based upon information provided by the Incident Commander (IC) and other personnel. Regardless of size or process, every facility should designate an area where decision-makers can gather during an emergency. Each facility must determine its requirements for an EOC based upon the functions to be performed and the number of people involved. Ideally, the EOC is a dedicated area equipped with communications equipment, reference materials, activity logs and all the tools necessary to respond quickly and appropriately to an emergency.

EOC Resources:

- Communications equipment
- A physical copy of the emergency management plan and EOC procedures
- Blueprints, maps, status boards
- A list of EOC personnel and descriptions of their duties
- Technical information and data for advising responders
- Building security system information
- Information and data management capabilities

- Directories
- Backup power, communications and lighting
- Emergency supplies

An EOC has been established within the Police Department, 2060 Park Avenue. Those participating in the EOC will be located in secure meeting space adjacent to Police Records/Reception (the Lloyd D. Evans, Sr. Meeting Room). The Emergency Policy Council (EPC) will be located in the secure Police Department Administrative Conference Room. The general operations of the EOC functions will be conducted within the confines of the space available at the time of activation of the EOC.

1. Secondary Emergency Operations Center. Should the primary EOC location become unavailable due to structural failure, road inaccessibility, etc., the EOC functions will be moved to the Public Works Facility or the Marsac Building, as available and appropriate. The EOC shall function at that location until such time as the primary EOC becomes operational or an alternate site is identified that can facilitate the EOC operations to a higher degree.

2. Alternate Emergency Operations Center. In the event Park City Municipal Corporation facilities designated for use as EOC sites become unavailable or unusable, the EOC function may be moved to the Summit County EOC at the Summit County Health Department in Park City, the Summit County Search & Rescue Building in Kamas, the Summit County Mobile Command (SCMC), or the Park City Mobile Command Trailer (MCT).

3. Authority to Activate EOC. Activation of the EOC is solely the responsibility of the City Manager, designee, or successor. The City Manager may consult with the Emergency Program Manager, Chief of Police, PIO, Public Works Director, and the Mayor in making the determination to activate the EOC; however, the final decision rests with the City Manager. In the absence of the City Manager or an immediate successor, in order to expedite the City's emergency response, the Emergency Program Manager may activate the EOC.

4. EOC Command Structure. While the EOC is functional, the City Manager will act as the Operations Commander, unless he/she relinquishes that responsibility to a designee. The City Manager will interact with the appropriate manager or managers when addressing the incident response, assessment, operations, and recovery phases. Each City Department or function involved in any phase of an incident will have a management representative located within the EOC operations area, or in a location directed by the City Manager. The EPM or designee shall manage the EOC. See Appendix K.

CHAPTER 4 – Incident Response and Management

Emergency Support Functions (ESF) Concept

In order to facilitate the delivery of emergency services during a disaster, Park City has adopted the Emergency Support Function (ESF) concept found in the National Response Framework (NRF), organized along departmental lines. The Emergency Support Function concept is based on the idea of designating specific emergency response tasks to the City departments and outside organizations best suited to complete the designated task. Each function has an assigned department or organization responsible for that function with other departments and organizations playing supporting roles.

ESF Overview

The tasks that may need to be performed in emergency situations have been categorized as Emergency Support Functions (ESFs) under the National Incident Management System (NIMS) and Park City's CEMP generally follows that categorization. The tasks have been grouped into 18 Emergency Support Functions. Each ESF is supported by Standard Operating Procedures (SOP) for that ESF. See ESF and SOP details in Appendices L and Q.

ESF 1 TRANSPORTATION Public Works/Transit/Fleet

Coordinate the use of transportation resources required to perform the emergency response, recovery and assistance mission.

ESF 2 COMMUNICATIONS.....Summit County Sheriff's Office Dispatch / Information Technology / Public Information Officer

Coordinate and provide communication support, and, where necessary, establish temporary telecommunications support.

ESF 3 PUBLIC WORKS & ENGINEERING.....Public Works/Public Utilities/ Building/Planning/Engineering

Assist in lifesaving or life-protection activity following a disaster. This may include technical advice and evaluation, engineering services, construction management and inspection, emergency contracting, and emergency repairs.

ESF 4 FIREFIGHTING.....Park City Fire District (PCFD)

Manage and coordinate firefighting and emergency medical activity.

ESF 5 INFORMATION & PLANNING.....Sustainability

Collect, process, and organize information about a potential or actual disaster or emergency.

Disseminate accurate information to the public.

ESF 6 MASS CARE, EMERGENCY ASSISTANCE, TEMPORARY HOUSING & HUMAN SERVICES.....Red Cross/FEMA/ GRIL

Coordinate activities involved with emergency shelter, mass feeding, bulk distribution of relief supplies for victims of disaster, and disaster welfare information.

ESF 7 LOGISTICS.....Sustainability/Emergency Manager

Provide logistical and resource support. This includes provision of emergency relief supplies, space, office equipment, office supplies, telecommunications, contracting services, transportation services, and personnel.

ESF 8 PUBLIC HEALTH & MEDICAL SERVICESSummit County Health/ PCFD

Provide assistance in identifying and meeting the health and medical needs of disaster victims and emergency responders.

**ESF 9 URBAN SEARCH & RESCUE.....Park City Fire District (PCFD)/
Summit County Sheriff's Office/
Park City Police**

Provide support in locating, extricating, and treating victims if buildings are damaged or collapsed.

ESF 10 OIL & HAZARDOUS MATERIALS

RESPONSE.....PCFD/Summit County Health

Provide support in response to actual or potential discharge and/or release of hazardous materials.

ESF 11 FOOD &

**WATER.....Golf/Recreation/Ice/
Library (GRIL)**

Identify food and water needs. Identify sources of water; arrange for manpower and transportation to the disaster area and distribute as needed to responders and mass shelters.

ESF 12 UTILITIES.....Public Works/Public Utilities/Utility Companies

Assist in coordinating efforts to provide emergency power and fuel to support response operations as well as providing power and fuel to restore normal community functions.

ESF 13 LAW ENFORCEMENT.....Police

Provide sufficient resources to maintain civil order under emergency conditions.

ESF 14 LEGALCity Attorney's Office

Review local legal authorities and State statutes relating to emergency activities and advise City decision makers.

ESF 15 FINANCE MANAGEMENTFinance/Budget

Create a central management committee to oversee the emergency purchasing and reimbursement process. Maintain a disaster documentation system.

ESF 16 FACILITIES.....Building/Engineering/Building Maint/Planning

Coordinate the inspection and use of City owned/operated facilities to support disaster response and recovery operations.

ESF 17 VOLUNTEERS & DONATIONS.....GRIL/Finance & Budget

Coordinate the use of volunteers (Recreation Departments) and donated goods (Finance & Budget) in support of disaster recovery operations.

ESF 18 ANIMALS.....Summit County Animal Control

Provide for emergency evacuation, medical care, shelter, food and water for domestic animals.

Departmental Roles and Responsibilities

General Responsibilities

1. General Preparedness Responsibilities

The following common responsibilities are assigned to each department listed in this plan. Further, each department shall create an internal emergency management organization and develop standard operating procedures (SOP) in accordance with the provisions of this plan. Preparation activities include:

- Establishing departmental and individual responsibilities (as indicated in this plan); identify emergency tasks.
- Working with other departments to enhance cooperation and coordination, and eliminate redundancy. Departments having shared responsibilities should coordinate work to complement each other's efforts.
- Establishing education and training programs so that each division and employee will know exactly where, when, and how to respond.
- Developing site-specific plans for department facilities as necessary.
- Ensuring employee job descriptions reflect assigned emergency duties.
- Training staff and volunteers to perform emergency duties and tasks.
- Identifying, categorizing and inventorying all available departmental resources, including but not limited to fixed assets, personnel and contracts.
- Developing procedures for mobilizing and employing additional resources.
- Ensuring communication capabilities.
- Preparing to provide internal logistical support to department operations during the initial emergency response phase.
- Prepare Standard Operating Procedures (SOP) in support of ESF responsibilities.

2. General Response Responsibilities

The following common responsibilities are assigned to each department listed in this plan, but are not all-inclusive.

- Upon receipt of an alert or warning, initiate notification actions to alert employees and volunteers of assigned response duties.
- As appropriate:
 - Suspend or curtail normal business activities
 - Recall essential off-duty employees
 - Release non-essential employees
 - Evacuate departmental facilities
- As requested, augment the City's effort to warn the public through use of vehicles equipped with public address systems, sirens, radio, uniformed and credentialed employees going door-to-door, etc.
- Keep the Operations Commander informed of field activities, and maintain a communications link to the Incident Commander and/or EOC.
- Activate a control center to support and facilitate department response activities, maintain events log, and report information within the ICS or EOC.
- Report damages and status of critical facilities within the ICS or EOC.
- If appropriate or requested, send a representative to the EOC.
- Ensure staff members tasked to work with the EOC have the authority to commit resources and set policies.
- Coordinate with the EOC to establish protocols for interfacing with County, State, Federal responders.
- Utilize only the Public Information Officer to release any information to the media.
- Submit reports to the EPM detailing departmental emergency expenditures and obligations.

Individual Responsibilities

1. Chief Administrative Officer/City Manager/Deputy City Manager (Executive)

- a. Provide overall administration, direction and control of the emergency, damage assessment, and response operation within Park City
- b. Serve as a member of the Emergency Management Group (EMG)
- c. Command the EOC
- d. Coordinate with the Mayor and Emergency Policy Council
- e. Provide risk management reporting and City insurance program
- f. Provide resources (supplies, equipment, and personnel) as requested

2. Emergency Program Manager (Executive)

- a. Assist the City Manager with the planning, management, and control of emergency operations
- b. Make the Emergency Operations Center available to Park City officials for conducting overall direction/coordination of response and recovery operations. Manage and coordinate the EOC and interdepartmental operations
- c. Maintain supplies and equipment for the Emergency Operations Center.
- d. Coordinate department provision of supplies, equipment, and personnel as requested
- e. Work with the PIO and volunteer agencies to inform citizens of the actions they should take for their protection
- f. Coordinate with other departments to ensure that special needs populations receive information regarding actions taken for them to protect their life and property
- g. Conduct after-action meetings and prepare after-action reports in conjunction with the Operations Commander and/or Incident Commander(s)
- h. Additional responsibilities prior to an emergency include:
 - 1) Updating the Comprehensive Emergency Management Plan, and providing updated copies of the CEMP
 - 2) Coordinating emergency management exercises involving the City and community
 - 3) Participating in community preparedness training in conjunction with the PIO
 - 4) Coordinating the Special Needs Registry and assisting in Special Needs community planning

3. Mayor and City Council

- a. Monitor situations within their constituencies and coordinate information with City Manager or designee
- b. Mayor submits formal local Declarations of Emergency
- c. Meet formally as a City Council as necessary.
- d. Mayor or designee acts as official City spokesperson in concert with the PIO, as needed
- e. Provide emergency policy direction
- f. Issue emergency rules and proclamations that have the force of law during proclaimed emergency period
- g. Identify and allocate funds to meet disaster expenditure needs
- h. Extend or terminate Declarations of Emergency

4. Finance

- a. Perform functions in the EOC or on-scene as assigned
- b. Assist IC and/or EOC initial situation/damage reports as per field units observations

- and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Provide appraisers to assist with damage assessments
- e. Process emergency purchases/procurement
- f. Establish and maintain a system whereby incident costs are identified and accumulated for County, State and Federal reimbursement
- g. Ensure payroll system setup to pay employees and contractors
- h. Coordinate financial resources
- i. Maintain records of expenditures and use of resources.
- j. In conjunction with Budget and EOC assistance, manage any Donations Programs
- k. Under the direction of the City Manager, assist with the resolution of claims and accounting for resources expended during the emergency.

5. City Attorney

- a. Provide legal advice to staff and Council
- b. Be familiar with laws governing emergency powers and advise on all related issues
- c. Review and approve as to form all emergency documents signed by the Mayor or designee
- d. Perform functions in the EOC as needed or assigned
- e. Act as liaison between the Emergency Policy Council and the Operations Commander

6. City Recorder (Executive)

- a. Provide safekeeping of vital records during the emergency
- b. Co-sign all emergency documents signed by the Mayor or designee
- c. Assist in logging and documenting all actions during the emergency
- d. Provide administrative support to Operations Commander

7. Police

- a. Perform functions in the EOC and/or on-scene as assigned
- b. Provide the IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Augment warning system by providing siren-equipped and/or public address mobile units, and/or manpower for door-to-door warning
- e. Coordinate search and rescue and heavy rescue operations in conjunction with PCFD and SCSD as needed
- f. Maintain law and order and provide public safety activities as required
- g. Provide security for key facilities
- h. Protect property in evacuated areas
- i. Enforce orders of fire officers and implement/enforce evacuation orders, when necessary
- j. Provide law enforcement and traffic control in support of emergency actions
- k. Organizes auxiliary law enforcement personnel and commits available resources to maintain peace

8. Budget and Grants

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit's observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested

- d. In conjunction with Finance and EOC assistance manages any Donations Programs
- e. Provides planning, logistic and financial support to operations

9. Sustainability/Community Engagement

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit's observations and reports from the general public
- c. Provide logistical and resource support as requested, which may include, the provision of emergency relief supplies, space, office equipment, office supplies, telecommunications, contracting services, transportation services, and personnel
- d. Serves as the Public Information Officer (PIO)
- e. Under the direction of the City Manager, collects, organizes, prepares and distributes public information materials about a potential or actual disaster or emergency.
- f. Participate with the EPM in disseminating and training in citizen and business preparedness plans
- g. In conjunction with the Mayor, act as the designated contact for the news media and public
- h. Ensure that special needs populations receive information regarding actions taken for them to protect their life and property

10. Public Works/Public Utilities

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide the IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist with initial infrastructure damage assessment of horizontal construction, i.e., roads, bridges, storm sewers, etc.
- e. Provide heavy equipment to support rescue operations
- f. Provide technical information on damaged structures
- g. Provide traffic control signs and barricades
- h. Assist with the identification of evacuation routes and keep evacuation routes clear of stalled vehicles
- i. Coordinate the disposal of solid waste from congregate care facilities (shelter/mass feeding)
- j. Coordinate emergency utility support requirements with public and private utilities
- k. Operate fleet repair facility
- l. Provide for availability of motor fuels, vehicles and fuel driven equipment
- m. Provide for storage of equipment and vehicles in a safe place
- n. Provide comprehensive list of City vehicles and equipment to IC or EOC
- o. Provides for the removal of debris and maintenance of roadways
- p. Obtains additional equipment and transportation resources
- q. Establish contracts for outside services in compliance with FEMA schedules
- r. Coordinate transportation requirements for special needs agencies/individuals
- s. Provide buses for evacuations and temporary shelters
- t. Provide additional bus transportation resources
- u. Coordinate mobilization of emergency transportation services
- v. Use transportation communication links to provide damage assessment information
- w. Ensure that transportation assets meet the demands of emergency response personnel
- x. Maintain a resource list of all Park City fleet equipment and provides the EOC with updates of disaster damage to fleet

- y. Maintain fuel resources, controls and rations fuel as needed

11. Information Technology

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Maintain all communication and data systems
- e. Protect archives and necessary documents
- f. Provide supplies, equipment, and personnel as requested

12. Building/Fire Marshal/Engineering

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- e. Direct building inspectors and/or rapid assessment teams to assist with damage assessment and safety of City facilities
- f. Provide Fire Marshal services

13. Planning

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist in initial planning and ongoing planning during an emergency
- e. Organize staff to support damage assessment teams and participate in Citywide damage assessment and recovery with the Building Dept
- e. Provide documents and maps to assist in response and recovery
- f. Support building and engineering in their emergency functions.

14. Human Resources

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Establish an employee call back system
- e. Establish a system to check on employee's families and communicate that information
- f. Assist with employee needs at work and with their families
- g. Track staff labor assignment requests and assist with obtaining outside labor/staff

15. GRIL [for the purpose of this document, "GRIL" refers to the Golf, Recreation, Ice and Library departments working jointly]

- a. Perform functions in the EOC or on-scene, as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist with the assessment of human needs during and after a disaster
- e. Obtain and supply food and water to City and emergency staff
- f. Coordinate with the Red Cross and other agencies as necessary to provide emergency

- programs for basic human needs, to include reception centers, shelters, and mass feeding at City-designated shelters
- g. Provide assistance in the registration of people at congregate care facilities (shelter/mass feeding)
- h. Work in close concert with Red Cross and others in activation and operation of short term, and longer-term shelters/disaster centers
- i. With assistance from the EOC, manage Volunteer Programs
- j. Provide facilities for emergency shelter, food, and water distribution points, child care facilities as needed
- k. Provide receiving and distribution sites and assist with the delivery of goods

CHAPTER 5 – Damage Assessment and Recovery

Damage Assessment and Analysis Information

1. Accurate damage assessment information must be obtained by Park City at the earliest possible time in order to:
 - a. Evaluate the impact on the population and socioeconomic system of Park City and its ability to respond and recover.
 - b. Assist the Governor with determining local and State level of contribution to the recovery effort.
 - c. Allow the State Coordination Officer and the Federal Emergency Management Agency Regional Director to determine the kinds and quantities of disaster assistance to be provided by the State and Federal government, if appropriate.
 - d. Document the need for supplementary Federal assistance under a Presidential ‘Emergency’ or ‘Major Disaster’ Declaration.
 - e. Notify insurers of damaged/destroyed property.

Damage Assessment and Reporting

1. Initial Damage Assessment. The nature and magnitude of a disaster will determine how quickly a complete Initial Damage Assessment can be conducted. Widespread debris, collapsed bridges, inundated roads, and unsafe buildings are a few of the problems that can delay the assessment. Immediately after a disaster, a preliminary assessment will provide the best information regarding the extent and magnitude of the damage. The Planning Department will assist in this function.

2. Damage Assessment Forms. During the response and recovery phases of a disaster, it is vital that the State Coordinating Officer and the Governor have accurate damage, cost, and socioeconomic impact information available in summary form. This will determine how best to supplement the action taken by Park City and whether Federal assistance is required. See Appendix O.

3. City Manager. It is the responsibility of the City Manager or his/her designee to coordinate with City and County elected officials to determine a systematic, unified course of action. The following items should be covered:

- a. Outline the extent (geographic area) and magnitude (severity) of the damage.
- b. Assess the socioeconomic impact on the City.
- c. Discuss the need for requesting outside assistance, the nature of such assistance

and implications of accepting aid.

- d. Specify the geographic areas and damage categories, which need to be examined in greater detail.

4. Department Managers. Department managers oversee the gathering of damage assessment information in accordance with the assigned departmental duties. To assure accurate and efficient collection of data, department heads must take the following actions:

- a. Designate assessment teams of two or three people with specific areas of expertise.
- b. Assign the team to a specific geographic area or category of damage.
- c. Brief team members to ensure uniformity and understanding of damage categories, community impact, costs, reporting, procedures, etc.
- d. Identify damage sites by map location and street address. Roads and bridges should be listed by pre-assigned Utah State Department of Transportation numbers. Maps and photo identifications of damage sites will aid in conducting future surveys and on-site assessments.
- e. Provide each team with supplies to effectively perform the assessments (maps, cameras, list of property owners and locations). Have teams take photographs of damage sites and attach brief descriptions detailing vital information and describing the damage.
- f. Establish a deadline for gathering information so it can be summarized and presented to the governing body.
- g. Gather and maintain supporting documentation (invoices, contracts, expenditure records) for costs incurred in emergency response and mitigation work. Copies of emergency expenditure records should be maintained and attached to each damage site file.

Incident Reporting

1. Description and Purpose. Situation Reports should be made to continually update disaster status information. The information provided in the initial and subsequent Situation Reports should outline a sequential record of actions taken from the point of first response through restoration activities. The degree of detail will vary with the type and severity of the events.

2. Content and Format. Situation Reports contain specific data and answer the following basic questions:

- a. Location and nature of damage.
- b. Description of the categories and degree of damage.
- c. Socioeconomic impact on the community.
- d. Response actions being taken by local government.
- e. Form of supplemental State and Federal assistance requested.
- f. Public assistance and individual assistance for the community.

Reports and Record Keeping

1. A number of prescribed documents, reports and records must be executed and maintained during disaster operations. These ensure prompt and coordinated State and Federal

disaster response and maximize financial assistance.

2. Once an emergency is declared an ‘**Emergency**’ or ‘**Major Disaster**’ by the President of the United States, Federal disaster assistance programs may be made available to the State and its designated political subdivision. The Federal Emergency Management Agency is responsible for coordinating and administering all Federal disaster relief programs through the Region VIII office. Subsequent to a presidential declaration, the Federal Coordinating Officer will establish a field office in the disaster area to administer disaster relief programs according to Public Law 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance, and the Code of Federal Regulations, Title 44, Part 206.

3. An accurate record system maintained separately from normal day-to-day operations should be established immediately at the onset of the emergency. All recipients of State and Federal funds must maintain adequate disbursement and accounting records of costs incurred for approved disaster work.

4. One of the main responsibilities of Park City officials involved in disaster operations will be the preparation and maintenance of all required documents, reports and records. The Governor’s Authorized Representative is responsible for the execution of all necessary documents on behalf of the State of Utah for State and Federal disaster assistance, including certifying any applications for public assistance. In addition, the Governor’s Authorized Representative will provide guidance and assistance to Park City officials involved in the preparation and maintenance of their required reports and records.

5. All contracts subject to FEMA Public Assistance (PA) must follow the **Procurement Guidance as found in Title 44 of the [Code of Federal Regulations Part 13.36](#)** and established Park City Purchasing Policies.

END



Resolution No. 16-2021

**A RESOLUTION ADOPTING THE PARK CITY COMPREHENSIVE
EMERGENCY MANAGEMENT PLAN (CEMP)**

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources; and

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS) and the directive also requires Federal Departments and agencies to make adoption of the NIMS by State, Tribal and local organizations a condition for Federal preparedness assistance beginning in Federal FY 2005; and

WHEREAS, Utah Code Annotated 53-2a-1403 requires political subdivisions to adopt an emergency operations plan; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt and train in a CEMP, NIMS and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs require an adopted CEMP; and

WHEREAS, the City Manager and the Emergency Management Group (EMG) have reviewed the updated Comprehensive Emergency Management Plan with all of its attachments as periodically amended by the EMG and recommends adoption by the City Council; and

WHEREAS, the City Council deems it in the best interest of Park City Municipal Corporation to formally adopt them;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah as follows:

SECTION 1. ADOPTION. The Comprehensive Emergency Management Plan, dated June 24, 2021 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously

adopted. Any amendments approved by the City Manager shall be effective for not more than one year unless ratified by the City Council.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 24th day of June, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Kim Fjeldsted

Submitting Department: Transit

Item Type: Staff Report

Agenda Section:

Subject:

Consideration of Summer Trolley Service Route Options
(A) Public Input

Suggested Action:

Attachments:

[Summer Trolley Service Route Options Staff Report](#)

[Exhibit A: Survey Responses](#)

[Exhibit B: Email Responses](#)

City Council Staff Report



Subject: Summer Trolley Service Route Options
Author: Kim Fjeldsted, Transit Manager
Andy Stevenson, Transit Outreach and Marketing Coordinator
Lynn Ware Peak, Community Liaison
Linda Jager, Community Engagement Manager
Department: Transit Department
Date: June 24, 2021
Type of Item: Administrative

Recommendation

Review survey results and recommended Trolley 2021 Summer Service routing.

The Transit Department recommends reinstating Trolley service on July 1, 2021, through Winter 2021. It will operate Wednesday-Saturday, noon – 10:00 p.m., with 15-minute service. This recommendation is based upon public input and continues the same route used before halting service due to COVID budget restrictions (route option 1).

Background

In response to COVID-19, the Trolley was suspended on March 24, 2020. Based on public feedback, Transit made returning Trolley service to Main Street a priority as soon as budget and staffing levels allowed.

Analysis

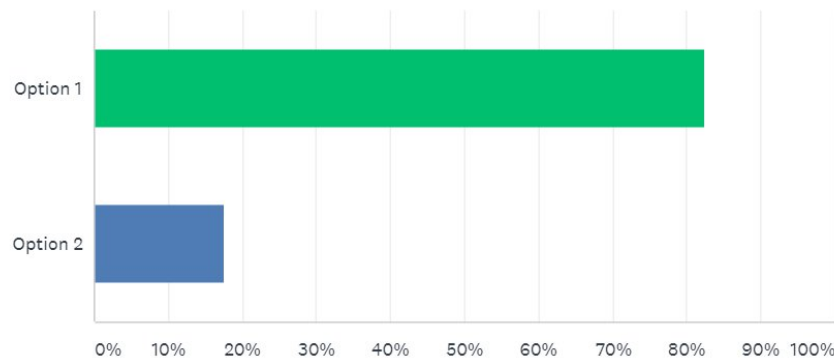
Based upon conflicting comments from residents and businesses over the years, as well as growing intensity of resident frustration with traffic impacts near the Trolley Turnaround, Daly Ave, and Hillside Ave, Transit gathered additional feedback on two Trolley route options. From June 7-20, 2021, Transit conducted a survey of area residents, property owners, and property managers in the Daly Avenue area. The survey asked respondents to choose their preferred Trolley route option.

- **Route Option 1** - same route used until 2020 when Trolley service was halted. This route runs both directions on Main Street between 9th St. and Daly Ave.
- **Route Option 2** - shortened route that services commercial areas of Main Street. This route runs up Main Street and down Swede Alley, bypassing Daly Ave.

Approximately 125 flyers containing background information and survey links were distributed by hand and to doorsteps on **Daly Ave** (between Hillside – 367 Daly Ave); **Hillside Ave** (between Daly Ave – Prospect Ave); **Main Street** (between Swede Alley – Hillside); and **King Road** (between Woodside – Park Ave). We received 85 responses from residents and 3 from property managers. Of 88 total responses, 62 appear to come from separate households, meaning multiple members in some households took the survey.

We are seeking feedback on two different route options. Please choose your preferred option.

Answered: 85 Skipped: 0



Option 1 Comments Summary

- Overall Support
 - o Approximately 30 out of 55 comments explicitly supported running the Trolley to Daly Ave. In general, respondents felt that trolley service in the Daly Ave area would help residents, visitors, and workers access key destinations in Park City without having to drive a car. Many noted that the trolley could help reduce congestion and traffic in the Daly Ave area.
- Reliability and Frequency
 - o Many comments referred to improving the Trolley schedule or using route option #2 to make the trolley run more frequently, as it's a shorter route.
 - o Many disliked the idea of going out onto Deer Valley Drive for fear of delays, as well as confusion among tourists.
 - o More reliable service in the Daly Ave area will help reduce car use among visitors, and the trolley could help with that.
- Service Hours
 - o The most comments on a single topic were from respondents mentioning the need for earlier and later service, 7 days a week.
 - Helps residents and visitors access key destinations without having to drive or walk down to OTTC with ski or snowboard equipment.

Option 2 Comments Summary

- Limiting Commercial Traffic on Daly Ave
 - o Limiting commercial traffic on Upper Main/Daly Ave has been a welcome change.

- o Trolley is a commercial vehicle and should stay in the commercial district.
- o The City needs to be more proactive at preventing commercial traffic in the Daly Ave area.
- Congestion/Pollution
 - o Some comments about making the trolley a smaller vehicle or converting it to electric so it doesn't pollute or cause congestion.
 - o Trolley isn't reliable public transit, but rather a better choice for the commercial district to support visitors and access to China Bridge.
 - o Option 2 better supports Car-Free and Pedestrian activations.

Conclusion

Based on public input, Trolley Route Option 1 was preferred, with some quality feedback about Trolley service in general. Transit will use this additional feedback in other planning efforts, such as the Short Range Transit Plan. See Exhibit A for a complete list of survey responses and open-ended comments. See Exhibit B for an overview of feedback received via email.

Department Review:

Transit, Community Engagement, Legal, and Executive.

Funding Source:

Transit is utilizing funding from our annual budget and from both the CARES Act and the American Rescue Plan Act (as those funds become available) to fund Trolley service on Wednesday-Saturday, noon-10:00 p.m., every 15 minutes.

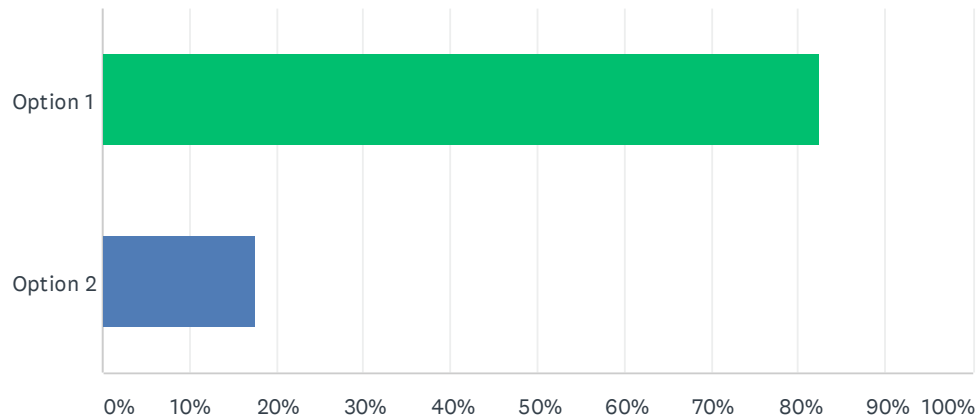
Attachments

Exhibit A – Trolley Route Options Survey Responses

Exhibit B – Email Responses

Q1 We are seeking feedback on two different route options. Please choose your preferred option.

Answered: 85 Skipped: 0



ANSWER CHOICES	RESPONSES	
 Option 1: Operate the Trolley along an existing route that was used until 2020, when service was temporarily halted. This route runs both directions on Main Street between 9th St. and Daly Ave.	82.35%	70
 Option 2: Operate the trolley along a shortened route that services the commercial areas of Main Street. This route would travel both directions on Main Street between 9th Street and Heber Ave. South of Heber Ave, the Trolley would run up Main Street and down Swede Alley, bypassing Daly Ave.	17.65%	15
TOTAL		85

Q2 Do you have any additional Comments?

Answered: 55 Skipped: 30

#	RESPONSES	DATE
1	Please continue service up to King road. So helpful!	6/13/2021 6:32 PM
2	I'm still upset you suspended it for the winter. It is a critical part of transportation for our end of Old Town and essential for getting to the town lift in the winter. It should run 7 days, 10am-11pm like it used to!	6/13/2021 5:56 PM
3	Trolley should go both ways on Main, use Heber and Swede to access transit center. Trolley should continue up Daly and turn around at Ridge Rd. Providing transit to Daly neighborhood.	6/13/2021 6:44 AM
4	We use it and want it to turn around at Daly Ave	6/13/2021 4:38 AM
5	Keeping the residential areas clear of commercial traffic has been a welcome change and maintaining this trend would be ideal	6/12/2021 9:47 PM
6	Keep the Trolley going up Main St to Daley turnaround at lower Hillside. Winter you should start the trolley service at 8:30am so the residents and visitors at Daley, Kings Rd, etc can take it down to Old Town Lift. People struggle all morning walking and it is just plain stupid not to run the Trolley from 8:30am to 11:00pm	6/12/2021 6:25 PM
7	No	6/12/2021 6:03 PM
8	You asked if we use the Trolley and the answer is no. Maybe once or twice in 15 years as a full time resident. It can only be used on odd occasions with friends visiting and not on a schedule to go to an appointment. Its a marketing symbol best used as just that for visitors. South Old Town would benefit getting a regular schedule transit service to be useful and one that starts before 12 noon. The smaller loop proposed would make this service more frequent and potentially useful and the extra walk from the top of Main to top of Swede is a reasonable trade off to allow for this quicker turnaround. it's worth noting that the Trolley doesn't seem to fit very well with what the Council wishes to improve, such as less pollution, congestion etc. On this account it should be kept parked or at least converted to electric?	6/12/2021 3:11 PM
9	I would like to see the trolley service as it was before, every day of the week from 10 AM to 10 PM. This service I've depended on since I built my house on Daly in 1994. 😊	6/12/2021 2:40 PM
10	As we are at 19 Daly Please enforce the rule of the Trolley can not sit under our porch with the engine running. The noise and fumes are truly disruptive.	6/12/2021 2:23 PM
11	Main Street should be up only with diagonal parking. Down Sweed. For all.	6/12/2021 2:09 PM
12	The trolley does not, and probably cannot, run on a schedule. Wait times can be as long as 30 minutes. But, it is a convenience to top of main street and is preferred as such. I have missed it and driven more.	6/12/2021 12:15 PM
13	#2 is the obvious answer. The trolley is a commercial vehicle and should remain in the tight core using Swede to return to the transit center, perhaps picking up at the bottom of the stairs on Swede. Then it would become convenient to ride. The residents past Grappa have been trying for years to stop the commercial vehicle intrusion coming out of Main St. so this 2nd option supports this effort still ongoing. Matt Dias has been directed by council to be more aggressive in minimizing this corrosive vehicle use by closing off this sensitive intersection at Swede where the residential area starts and the commercial area stops, not encouraging it...	6/12/2021 11:26 AM
14	Consider using a small vehicle that does not clog up traffic on Main St. And uses a clean energy source to provide service.	6/12/2021 11:10 AM
15	Service til midnight!	6/12/2021 10:43 AM
16	Anything that can be done to make the utilization of public transit easier for guests coming to Park City and staying on Daly Avenue may help with reducing the number of cars these	6/12/2021 10:38 AM

	visitors use. Nightly rentals on Daly and the number of cars that visitors bring creates a huge problem for parking on an already challenging street.	
17	Please bring the trolley back	6/11/2021 8:32 PM
18	I live on Daly and would like to see the trolley back to my neighborhood	6/11/2021 8:31 PM
19	Option 2 is the preferred route for many reasons that should be obvious. 1. The trolley is not reliable public transit. 2. It should be more accessible to visitors in and around Main and China Bridge - option 2 provides this with quicker turnaround and picks up/drops off on Swede parking lots. 3. It pollutes the residential zone unnecessarily 4. This route better serves stated priority of Pedestrian first - clear the sidewalk of snow on Upper Main as you do in front of shops and the trolley is still accessible for anyone who can wait to use it - good luck finding it!	6/11/2021 6:05 PM
20	Longer operating hours	6/11/2021 4:20 PM
21	Longer hours of operation	6/11/2021 4:19 PM
22	Should start earlier especially in ski season and Monday and Tuesday would be great	6/11/2021 4:19 PM
23	Please operate earlier and later. If during ski season definitely earlier and later. Many of us would like to use it to Town Lift but not miss out on morning ski time (fresh powder or groomed slopes). Also don't want to have to cut day short. Also it is very hard to walk up hill in boots! Existing stop helps a lot! Thank you for asking!	6/11/2021 2:56 PM
24	increase frequency on the existing route	6/11/2021 2:47 PM
25	All my neighbors use this trolley. The trolley reduces car traffic and carbon emissions	6/11/2021 11:37 AM
26	Without the trolley running to Daly more and more people are required to drive to the lifts causing more congestion even if only drop off and pick up and more parking limitations with the added vehicles	6/11/2021 11:01 AM
27	We love the trolley servicing residents at Daily, Hillside, and King intersection. The sidewalks on upper Main are rarely cleared in the winter. It also reduces vehicle traffic for the residential area.	6/11/2021 10:45 AM
28	We live at 45 Hillside and love watching the trolley come and go. It actually relieves car traffic on Main and going up and down Hillside to have a public transportation alternative.	6/11/2021 10:42 AM
29	100% use trolley on Daly Ave. Have lived up here 6years	6/11/2021 8:01 AM
30	We love the trolley and use it all the time!! I can sit in dining room drinking coffee until I see trolley come up main and catch it when it's turned around!! Please keep trolley the way it was!!	6/11/2021 2:41 AM
31	Thank you for considering the residents of Daly Ave. It is greatly appreciated!	6/10/2021 7:54 PM
32	No	6/10/2021 5:36 PM
33	No	6/10/2021 5:02 PM
34	We need the trolley all the way to Daly turn around. There are several homes and renters who use this service. Thank you in advance and hope you continue growing up main street all the way to daily	6/10/2021 4:57 PM
35	No	6/10/2021 4:39 PM
36	I like and use the Trolley.	6/10/2021 3:37 PM
37	Please keep the trolley up to Daly thank you	6/10/2021 3:34 PM
38	Option 1 provides safe travels for the employees that walk home without sidewalk access, constant construction sites makes safety a concern if the trolley route is not running up Daly	6/10/2021 11:39 AM
39	Please keep as many people as possible out of the upper Main/lower Daly/Hillside area	6/10/2021 8:24 AM
40	Super happy to have the trolley back!	6/9/2021 7:16 PM
41	No	6/9/2021 7:14 PM
42	Nope!	6/9/2021 4:05 PM
43	There are a lot of us on Daly that used the trolley!	6/9/2021 12:30 PM

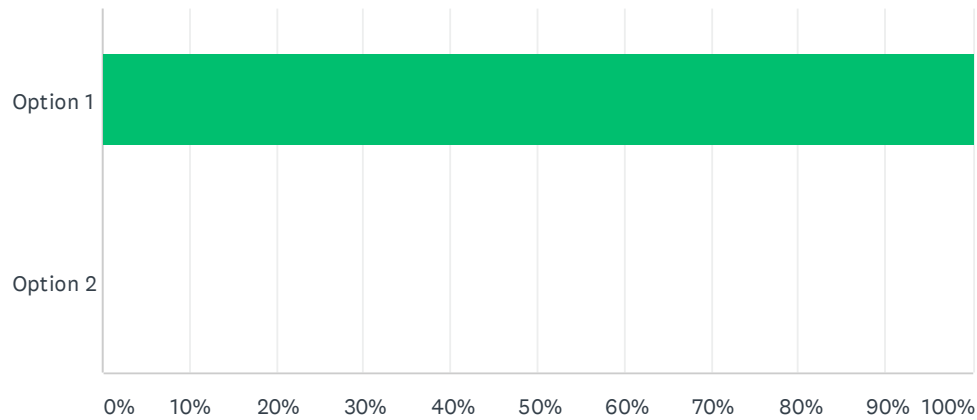
Exhibit A - Summer Trolley Service Route Options Survey Responses

Residents/Property
Owner Responses

44	Might be nice for it to hit top of Main/bottom of Daly once an hour or something? I did use it a lot when it ran, and maybe in crappy weather it would be nice to have the option, but it's so loud and is traffic top of Main doesn't need.	6/9/2021 12:07 PM
45	No	6/9/2021 9:12 AM
46	Nope	6/9/2021 7:34 AM
47	We love the trolley ☺	6/8/2021 10:16 PM
48	Heading up to king and daly will be very helpful for local workers. Thanks for considering our input.	6/8/2021 9:50 PM
49	Please run the trolley on a longer daily basis for the ski season!	6/8/2021 8:19 PM
50	No	6/8/2021 7:25 PM
51	I enjoy using the trolley to reach the bottom of Daly!	6/8/2021 5:19 PM
52	Run earlier and later all season all season	6/8/2021 5:07 PM
53	I use this to get home after work and it coming to the top of Main Street (bottom of Daly) would benefit me and many other people	6/8/2021 4:36 PM
54	Bring it back! Please!	6/8/2021 2:48 PM
55	We love the main street trolley! We have spent a lot of money on Ubers for small grocery shops and have missed it terribly.	6/8/2021 2:43 PM

Q1 We are seeking feedback on two different route options. Please choose your preferred option.

Answered: 2 Skipped: 1



ANSWER CHOICES		RESPONSES	
	Option 1: Operate the Trolley along an existing route that was used until 2020, when service was temporarily halted. This route runs both directions on Main Street between 9th St. and Daly Ave.	100.00%	2
	Option 2: Operate the trolley along a shortened route that services the commercial areas of Main Street. This route would travel both directions on Main Street between 9th Street and Heber Ave. South of Heber Ave, the Trolley would run up Main Street and down Swede Alley, bypassing Daly Ave.	0.00%	0
TOTAL			2

Q2 Do you have any additional Comments?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	There are quite a few people living on Daly that miss the ease and fun of using the trolley. We always enjoyed riding the trolley back up Main Street and the turn around spot was perfect. Why do you feel the route needs to be changed.	6/11/2021 11:41 PM
2	I prefer the Daly turn around for guests staying on Daly to encourage them not to rent a car and just take the trolley. Also my tenants in Prospect Ave prefer the Daly turn around. I do not love option one as it goes out on the highway I'd prefer it just used the 9th street turn around and keep the passenger on Main Street	6/10/2021 4:41 PM
3	Thanks for asking for feedback. Route #2 would be the best solution, no need for the trolley to go out onto Deer Valley Drive	6/10/2021 11:31 AM

Trolley Survey Feedback received via email

Saturday, 6/12

"As the folks that own and live at 19 Daly we support the trolley. In the past working with the city the trolley drivers where instructed to not sit and park under our deck. The noise and fumes become very disruptive on those wonderful Park City nights in July - Sept. Before Covid 19 you had done a great job for fixing that issue with the drivers. Looking forward to our return this season."

Sunday, 6/13

"Suggestion for the trolley. Connecting to the transit center is good idea, but prior route on DV Drive is devoid of any charm and took too long. Suggest Heber to Swede as shorter and more charming Northern end. Would provide service to Southern Old Town neighborhood (So Old) if Southern end was Ridge and Daly intersection as turnaround. This might even integrate commercial and residential interests in the Old Town Community... I think the Southern turnaround should stay at Main, Hillside and Daly."

"My wife... was out of town this weekend and I could not ask her about the survey this morning. We are both in favor of option one, but it seems silly to not have the trolley run earlier in the day so people who ski or work can take advantage of it rather than walking down the middle of the street in the dark and on the ice in the winter. Just because our short sighted mayor can't see this problem doesn't mean it does not exist."

"I met with... and a couple neighbors this week to get their thoughts on the Trolley options. As we cordially disagree with some, the good news is it will return soon in some capacity and we are happy to have either one. We voted for option #1 in the survey for the following reasons.

- 1). We have young kids as well as grandparents who visit who can't make the walk up and down Main Street as easily as us.
- 2). During the winter, the sidewalks south of Swede Ave are not maintained as well as the sidewalks to its north (which happens to be the steepest part of the street). Navigating that particular block can be challenging, especially in the evening.
- 3). We are adamantly against the commercial traffic utilizing Upper Main St and Hillside Ave and I would love to share photos and GoPro time lapse footage of commercial vehicles jamming up our neighborhood roads. Yesterday we had a tour bus holding traffic who couldn't make the turn. This winter a delivery truck sideswiped our car. However, we do not feel the trolley qualifies under the same category.

4). We love the trolley providing residents and guests transportation so they don't have to drive. Our family also owns property on Daly and enjoy watching people leave their cars at home knowing they can rely on the trolley to help them around.

Finally, we mostly appreciate City Council providing a voice to its residents. Thanks for your consideration. Best of luck moving forward.”

Tuesday, 6/15

“Hopefully we are wise enough to get rid ourselves of this commercial, gas burning vehicle from residential areas keeping it in the main st core where it belongs....A worthless disneyland ride at best.
UP MAIN DOWN SWEDE!!!.....”

City Council Staff Report



Subject: Silver Bird Condominiums at Deer Valley Third Amendment
Project #: PL-21-04801
Author: Alexandra Ananth, Sr. Planner
Date: June 24, 2021
Type of Item: Administrative – Plat Amendment

Recommendation

1) Review the requested Plat Amendment, 2) conduct a public hearing, and 3) consider approving Ordinance 2021-29.

Description

Applicant: John and Jodene Wright, represented by Michael Johnston, Summit Engineering Group
Location: 7374 Silver Bird Drive, Unit 26
Zoning: Residential Development, Deer Valley MPD (RD, DVMPD)
Adjacent Land Uses: Residential, Deer Valley Resort
Reasons for Review: Plat Amendments require Planning Commission review and recommendation and City Council review and action

Summary

The Applicant is requesting to amend the existing Silver Bird Condominiums plat for Unit 26 only. The purpose of this condo plat amendment is to demolish an existing deck and build a new expanded deck and patio in its place. The HOA has approved this proposed plat amendment.

On June 9, 2021, the Planning Commission voted unanimously to forward a positive recommendation for Council's consideration.

Background

The Silver Bird Condominiums are located off Royal Street and are subject to the Deer Valley MPD (DV MPD), which allows for 6 Units in the Silver Lake Community.

The Silver Bird Condominium Plat was approved by City Council in 1982 (Exhibit B) and has been amended two times already.

1. In 2014 Ordinance 14-43 converted existing limited common area deck space into private area for Units 25-30. The amendment also extended existing common area deck space to private for Units 27-30. Additionally, this plat amendment allowed for the enclosure of existing hallways on level 1 and converts them from common area into private space for units 25 and 29.
2. In 2016 Ordinance 16-47 expanded the private space of Unit 29 only (Exhibit C)

Analysis

The Applicant is proposing to remove an existing deck and rebuild an expanded deck and patio, which will add to their private space. Decks are prohibited from being enclosed and converted to interior space. The expansion of private deck space has been done before in this condominium development in both the First and Second Amendments in 2014 and 2016 (Exhibit C).

The patio and new deck meet all setback requirements and the HOA has approved the proposed change (Exhibit D). The proposed amendment does not change the number of residential units or require additional parking. Open Space for the site will decrease from 75% to 74%, more than the required 60%.

Figure 1 – Proposed deck and patio expansion, Unit 26

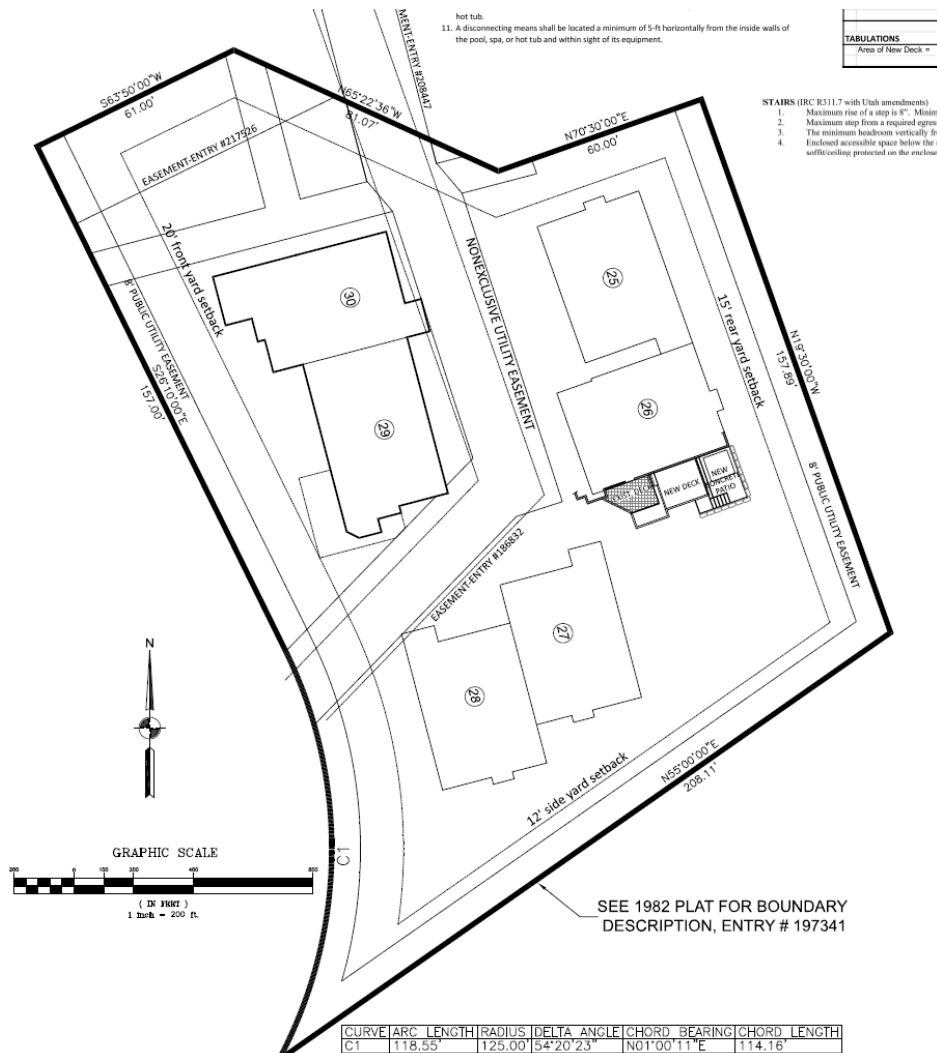
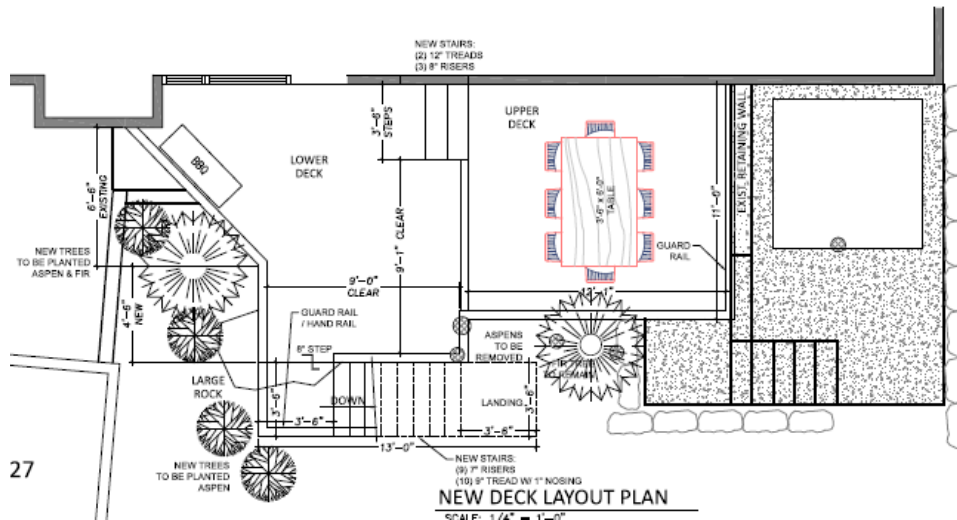
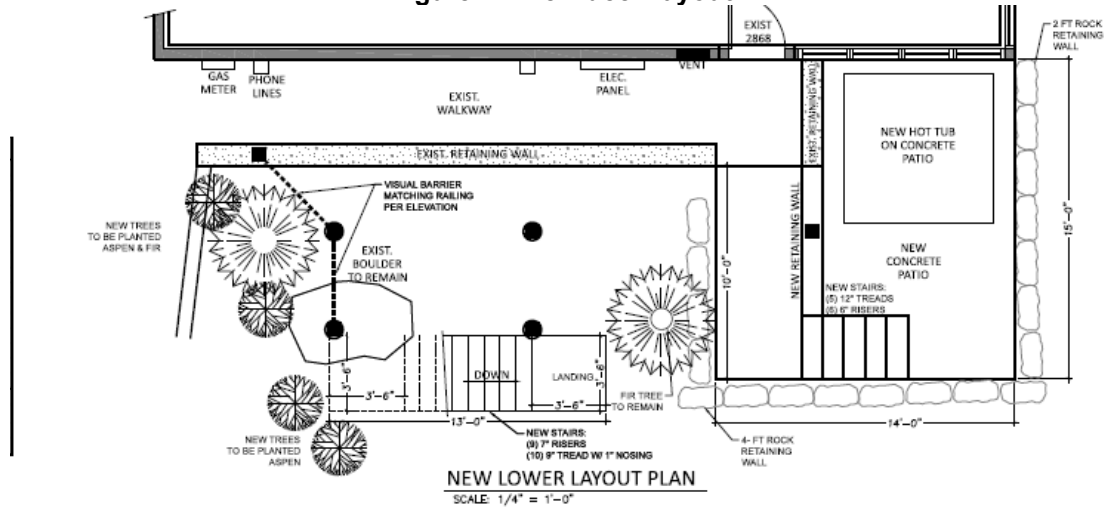


Figure 2 – New deck layout



Exhibits

- A – Ordinance 2021-29
- B – 1982 Silver Bird Condominiums ROS
- C – Silver Bird Condominiums First and Second Amendments
- D – Silver Bird Condominiums Proposed Third Amendment Amending Unit 26 and HOA Approval Letter

Draft Ordinance No. 2021-29

AN ORDINANCE APPROVING THE SILVER BIRD CONDOMINIUMS AT DEER VALLEY THIRD AMENDMENT, AMENDING UNIT 26, LOCATED AT 7374 SILVER BIRD DRIVE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as Silver Bird Condominiums at Deer Valley Unit 26, located at 7374 Silver Bird Drive, petitioned the City Council for approval of the Silver Bird Condominiums at Deer Valley Third Amendment, Amending Unit 26; and

WHEREAS, on May 26, 2021, the property was properly posted, and legal notice was sent to all affected property owners; and

WHEREAS, on May 26, 2021, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission, on June 9, 2021, held a public hearing and forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council on June 24, 2021, held a public hearing and took final action on the Plat Amendment; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Silver Bird Condominiums At Deer Valley Third Amendment Amending Unit 26.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. Silver Bird Condominiums At Deer Valley Third Amendment Amending Unit 26, as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 7374 Silver Bird Drive in the Residential Development (RD) District.
2. The Silver Bird Condominiums were approved in 1982 for six (6) units and are subject to the Deer Valley MPD.
3. The proposed amendment is for an unenclosed deck and patio and does not change the number of residential units or require additional parking. The amount of Open Space is 74%, more than the required 60%.
4. Decks are prohibited from being enclosed and converted to interior space. The expansion of private deck space has been done before in this condominium development in both the First and Second Amendments in 2014 and 2016.
5. The patio and new deck meet all setback requirements and the HOA has approved the proposed change.

6. Staff finds Good Cause for this Plat Amendment as the Amendment expands the private space of Unit 26 with patio and deck area which will not be enclosed, meets the LMC Requirements and the Open Space requirement of 60% is maintained.
7. No Public Streets, Right-of-Way or easement has been vacated or amended.
8. The findings in the analysis section are incorporated herein.

Conclusions of Law:

1. There is good cause for this Plat Amendment as the Amendment expands the private space of Unit 26 with patio and deck area which will not be enclosed, and the Open Space requirement of 60% is maintained.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Subdivisions, including LMC § 15-7.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.
5. No Public Streets, Right-of-Way or easements have been vacated or amended.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the Plat.
2. The applicant will record the Plat Amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. A Plat Note shall indicate that all Conditions of Approval of the Silver Bird Condominiums at Deer Valley Condominium Plat, and the Deer Valley MPD as amended shall continue to apply.
4. A Plat Note shall indicate that the Plat is subject to Ordinance 2021-29.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 24th day of June, 2021.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

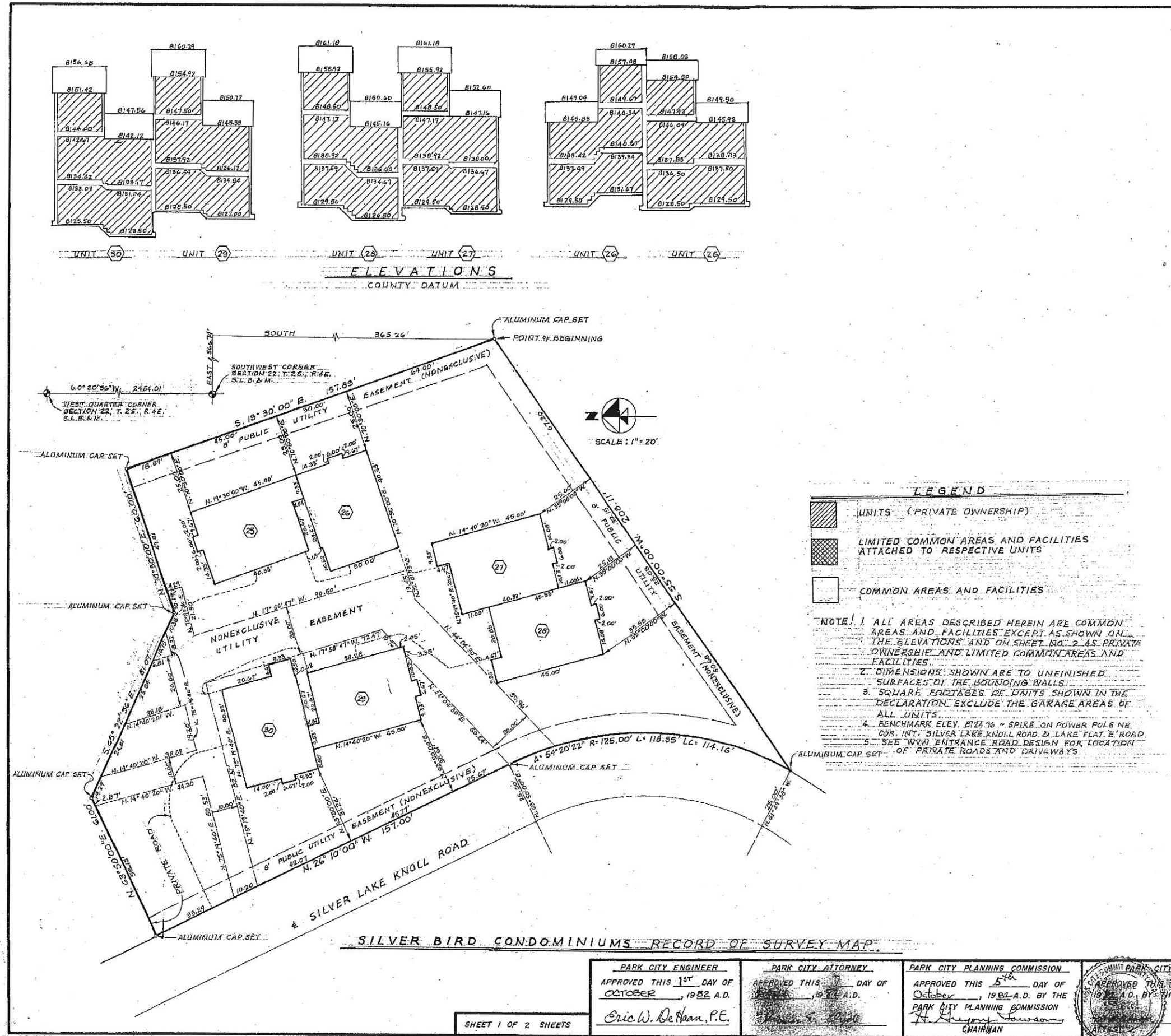
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Exhibit A – Silver Bird Condominiums at Deer Valley Third Amendment, Amending Unit
26

EXHIBIT B - EXISTING PLAT



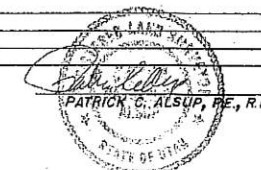
SURVEYOR'S CERTIFICATE

I, Patrick C. Alsop, do hereby certify that I am a registered Land Surveyor holding certificate No. 4609 as prescribed by the laws of the State of Utah. I further certify that by the authority of the Owners I have made a survey of the tract of land shown on this Record of Survey Map and described below, and that the description correctly describes the land surface upon which there has been constructed **SILVER BIRD CONDOMINIUMS**.

I further certify that this Record Of Survey Map is accurate and has been prepared in compliance with the provisions of the Utah Condominium Ownership Act, and that building specifications shown on this Map are true and correct.

DESCRIPTION		
COURSE	DIST.	REMARKS
		BEGINNING AT A POINT WHICH LIES
EAST	644.74	FEET AND
SOUTH	365.26	FEET FROM THE SOUTHWEST CORNER OF SECTION 22
		T.2S., R.4E., SALT LAKE BASE AND MERIDIAN;
		AND RUNNING THENCE
S. 55° 00' 00" W.	208.11	FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE
		TO THE LEFT; THENCE ALONG THE ARC OF SAID 125.00
		FOOT RADIUS CURVE TO THE LEFT, 115.65 FEET (LONG
		CHORD BEARS N. 1° 00' 10" E., 114.16 FEET); THENCE
N. 26° 10' 00" W.	157.00	FEET; THENCE
N. 63° 50' 00" E.	61.00	FEET; THENCE
S. 65° 22' 36" E.	81.07	FEET; THENCE
N. 70° 30' 00" E.	60.00	FEET; THENCE
S. 19° 30' 00" E.	157.89	FEET TO THE POINT OF BEGINNING
		CONTAINS 0.807 ACRES, 6 UNITS

9-2-82
DATE



OWNER'S CERTIFICATE OF CONSENT TO RECORD AND DEDICATION

Know all men by these presents that we the undersigned Owners of the above described tract of land have caused a survey to be made and this Record Of Survey Map to be prepared, do hereby consent to the recordation of this Map in accordance with the Utah Condominium Ownership Act, and do hereby dedicate the nonexclusive public utility easements shown thereon for the perpetual use of the public.

In witness whereof, we have hereunto set our hands this 7th day of September, 1982 A.D.

SILVER BIRD CORPORATION, a Utah corporation

By [Signature]
Christopher J. Sumner, President

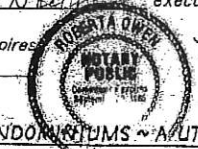
By [Signature]
Daniel N. Balin, Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.
County of Summit }

On the 7th day of September, A.D., 1982 personally appeared before me Christopher J. Sumner & Daniel N. Balin who being by me duly sworn or affirmed, did say that they are the President and Secretary of Silver Bird Corporation and that the above Owner's Certificate of Consent to Record and Dedication was signed in behalf of said Corporation by authority of the Board of Directors and the said Christopher J. Sumner and Daniel N. Balin acknowledged to me that said Christopher J. Sumner and Daniel N. Balin executed the same.

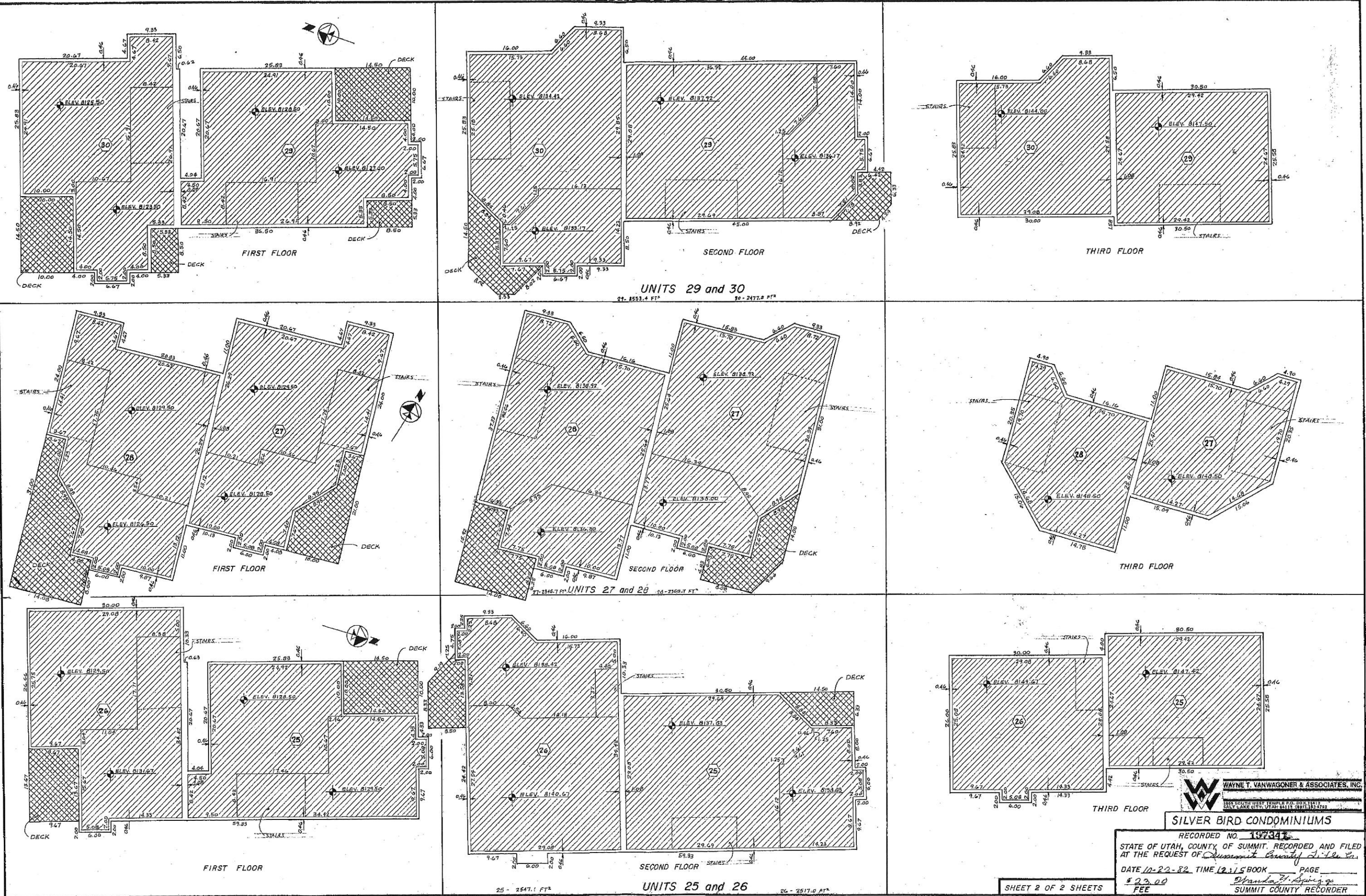
my commission expires 9-19-85



[Signature]
notary public residing in Summit County, Utah

SILVER BIRD CONDOMINIUMS - A UTAH CONDOMINIUM PROJECT
PART OF THE NORTHWEST QUARTER OF SECTION 27, T.2S., R.4E.

EXHIBIT C - EXISTING PLAT



CONDOMINIUM PLAT
SILVER BIRD CONDOMINIUMS
AT DEER VALLEY
FIRST AMENDMENT
-A UTAH CONDOMINIUM PROJECT-

A PARCEL OF LAND LOCATED
IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

LEGAL DESCRIPTION OF SILVER BIRD CONDOMINIUMS AT DEER VALLEY

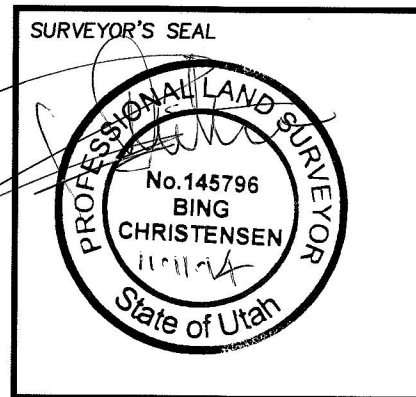
BEGINNING AT A POINT WHICH LIES EAST 566.74 FEET AND SOUTH 365.26 FEET FROM THE SOUTHWEST CORNER OF SECTION 22 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 55°00'00" WEST 208.11 FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE TO THE LEFT; THEN ALONG THE ARC OF SAID 125.00 FOOT RADIUS CURVE TO THE LEFT 118.55 FEET (LONG CHORD BEARS NORTH 1°00'10" EAST 114.16 FEET); THENCE NORTH 26°10'00" WEST 157.00 FEET; THENCE NORTH 63°50'00" EAST 61.00 FEET; THENCE SOUTH 65°22'36" EAST 81.07 FEET; THENCE NORTH 70°30'00" EAST 60.00 FEET; THENCE SOUTH 19°30'00" EAST 157.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.807 ACRES FOR SIX CONDO UNITS.

SURVEYOR'S CERTIFICATE

I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 145796 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED ABOVE, AND HAVE AMENDED SAID CONDO UNITS AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS CONDOMINIUM PLAT AMENDMENT IS A CORRECT REPRESENTATION OF THE PROPERTY SURVEYED, AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57-8-13 OF CHAPTER 8 OF THE CONDOMINIUM OWNERSHIP ACT, UTAH CODE TITLE 57.

[Signature]
BING CHRISTENSEN
PROFESSIONAL LAND SURVEYOR

11-11-14
DATE



OWNER'S CONSENT TO RECORD - UNIT 26

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF UNIT 26 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFY THAT I CAUSED THIS PLAT AMENDMENT TO BE PREPARED, AND DO HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

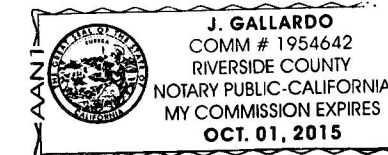
BY: *[Signature]*
JOHN C. MURPHY, TRUSTEE OF
THE MURPHY FAMILY TRUST DATED JULY 26, 1996

ACKNOWLEDGEMENT

STATE OF *CA*
COUNTY OF *Orange*

ON THIS *3rd* DAY OF *February*, 2014, PERSONALLY APPEARED BEFORE ME JOHN C. MURPHY, WHO BEING DULY SWORN, DID SAY THAT HE IS THE TRUSTEE OF THE MURPHY FAMILY TRUST DATED JULY 26, 1996, WHICH OWNS UNIT 26 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, AND DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE FOREGOING INSTRUMENT.

[Signature]
NOTARY PUBLIC



OWNER'S CONSENT TO RECORD - UNIT 29

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF UNIT 29 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFY THAT WE CAUSED THIS PLAT AMENDMENT TO BE PREPARED, AND DO HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

BY: *[Signature]*
DAVID C. OXMAN, TRUSTEE OF
THE SILVER BIRD 29 TRUST DATED APRIL 3, 2002

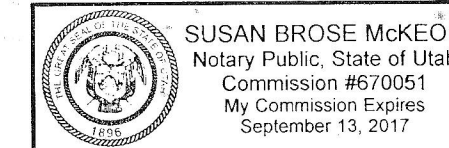
BY: *[Signature]*
PHYLLIS S. OXMAN, TRUSTEE OF
THE SILVER BIRD 29 TRUST DATED APRIL 3, 2002

ACKNOWLEDGEMENT

STATE OF *Utah*
COUNTY OF *Summit*

ON THIS *6* DAY OF *February*, 2014, PERSONALLY APPEARED BEFORE ME DAVID C. OXMAN & PHYLLIS S. OXMAN, WHO BEING DULY SWORN, DID SAY THAT THEY ARE THE TRUSTEES OF THE SILVER BIRD 29 TRUST AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, AND DULY ACKNOWLEDGED TO ME THAT THEY EACH SIGNED THE FOREGOING INSTRUMENT.

[Signature]
NOTARY PUBLIC



PLAT NOTES

- THIS PLAT REPRESENTS AN AMENDMENT OF UNITS 25, 26, 27, 28, 29, & 30 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (RECORDATION NUMBER 197341.) THIS AMENDMENT CONVERTS ALL EXISTING LIMITED COMMON AREA SPACE INTO PRIVATE AREA FOR UNITS 25, 26, 27, 28, 29, & 30. THE SPACE BEING CONVERTED IS LOCATED ON LEVEL 1 AND LEVEL 2 IN ALL UNITS (25, 26, 27, 28, 29, & 30 AS NOTED AND SHOWN HEREON).
- THIS PLAT ALSO REPRESENTS AN AMENDMENT OF UNITS 27, 28, 29, & 30 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (RECORDATION NUMBER 197341.) THIS AMENDMENT EXTENDS EXISTING COMMON AREA DECK SPACE OF UNITS 27, 28, 29, & 30. THE EXTENDED DECK SPACE IS LOCATED ON LEVEL 1 AND LEVEL 2 FOR UNITS 27, 28, & 30 AND ON LEVEL 1 FOR UNIT 29 AS NOTED AND SHOWN HEREON.
- THIS PLAT ALSO REPRESENTS AN AMENDMENT OF UNITS 25 & 29 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (RECORDATION NUMBER 197341.) THIS AMENDMENT ENCLOSES EXISTING HALLWAYS AND CONVERTS THEM FROM COMMON AREA INTO PRIVATE SPACE FOR UNITS 25 & 29. THE ENCLOSED HALLWAYS ARE ON LEVEL 1 FOR BOTH UNITS 25 & 29.
- COVENANTS, CONDITIONS, RESTRICTIONS, REQUIREMENTS, EASEMENTS, OR ITEMS PREVIOUSLY ASSOCIATED WITH THE PROPERTY DESCRIBED HEREON REMAIN IN EFFECT. ALL REQUIREMENTS SET FORTH TO THIS AMENDMENT ARE IN ADDITION TO PREVIOUSLY ASSOCIATED ITEMS.
- ALL CONDITIONS OF APPROVAL OF THE DEER VALLEY RESORT 11TH AMENDED AND RESTATED LARGE SCALE MPD AND THE ORIGINAL SILVER BIRD CONDOMINIUMS AT DEER VALLEY APPROVAL SHALL CONTINUE TO APPLY.
- THIS CONDOMINIUM PROJECT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN PARK CITY ORDINANCE 14.43.
- THE UNITS OF THIS CONDOMINIUM ARE SERVED BY A COMMON PRIVATE LATERAL WASTEWATER LINE. THE SILVER BIRD CONDOMINIUMS AT DEER VALLEY OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR OWNERSHIP, OPERATION, AND MAINTENANCE OF ALL COMMON PRIVATE LATERAL WASTEWATER LINES.

RECORDING INFORMATION

OWNER'S CONSENT TO RECORD - H.O.A.

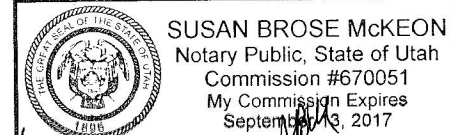
KNOW ALL MEN BY THESE PRESENT THAT SILVER BIRD CONDOMINIUM OWNERS ASSOCIATION (THE ASSOCIATION), THE AUTHORIZED REPRESENTATIVE OF ALL OF THE UNIT OWNERS HOLDING AT LEAST A TWO-THIRDS OWNERSHIP INTEREST IN THE COMMON AREA AND FACILITIES OF THE PROJECT PURSUANT TO THE PROVISIONS OF SECTION 27 OF THE DECLARATION OF CONDOMINIUM OF THE SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFIES THAT IT HAS APPROVED THIS PLAT AMENDMENT TO BE PREPARED, AND ON BEHALF OF ALL OF THE UNIT OWNERS DOES HEREBY CONSENT TO THE RECORDATION OF THE PLAT.

SILVER BIRD CONDOMINIUM OWNERS ASSOCIATION
A UTAH NON-PROFIT CORPORATION

BY: *[Signature]*
BRUCE S. MORRA, PRESIDENT

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT



ON THIS *7th* DAY OF *January*, 2014, PERSONALLY APPEARED BEFORE ME BRUCE S. MORRA, WHO BEING DULY SWORN, DID SAY THAT HE IS PRESIDENT OF SILVER BIRD CONDOMINIUM OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION, AND DULY ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO SIGN THE FOREGOING INSTRUMENT ON BEHALF OF THE CORPORATION, AND FURTHER ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED THE SAME.

[Signature]
NOTARY PUBLIC

OWNER'S CONSENT TO RECORD - UNIT 25

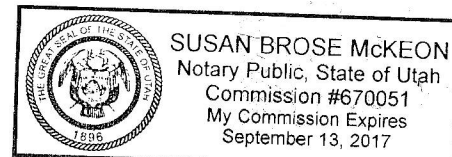
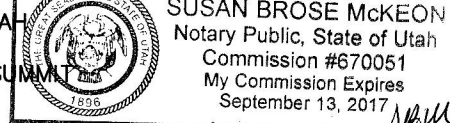
KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF UNIT 25 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFY THAT I CAUSED THIS PLAT AMENDMENT TO BE PREPARED, AND DO HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

BY: *[Signature]*
BRUCE S. MORRA, TRUSTEE OF THE
BRUCE S. MORRA REVOCABLE TRUST OF JULY 17, 2014
AN UNDIVIDED 50% TENANCY IN COMMON INTEREST

BY: *[Signature]*
CATHERINE T. MORRA, TRUSTEE OF THE
CATHERINE T. MORRA REVOCABLE TRUST OF JULY 17, 2014
AN UNDIVIDED 50% TENANCY IN COMMON INTEREST

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT



ON THIS *7th* DAY OF *January*, 2014, PERSONALLY APPEARED BEFORE ME BRUCE S. MORRA AND CATHERINE T. MORRA, WHO BEING DULY SWORN, DID EACH SAY THAT THEY ARE THE OWNERS OF UNIT 25 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, AND DULY ACKNOWLEDGED TO ME THAT HE AND SHE SIGNED THE FOREGOING INSTRUMENT.

[Signature]
NOTARY PUBLIC

OWNER'S CONSENT TO RECORD - UNIT 27

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF UNIT 27 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFY THAT WE DO HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

BY: *[Signature]*
RONALD SCOTT MICHAEL AS JOINT TENANT

BY: *[Signature]*
ELEANOR M. MICHAEL AS JOINT TENANT

BY: *[Signature]*
WESLEY MILLICAN AS JOINT TENANT

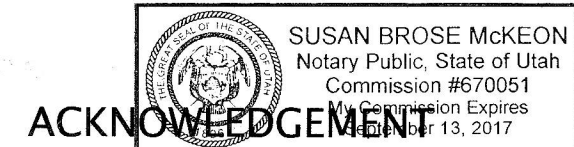
BY: *[Signature]*
KRISTIE MILLICAN AS JOINT TENANT

ACKNOWLEDGEMENT

STATE OF *Utah*
COUNTY OF *Summit*

ON THIS *2* DAY OF *January*, 2014, PERSONALLY APPEARED BEFORE ME RONALD SCOTT MICHAEL AND ELEANOR M. MICHAEL, WHO BEING DULY SWORN, DID SAY THAT HE AND SHE ARE OWNERS OF UNIT 27 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, AND DULY ACKNOWLEDGED TO ME THAT EACH SIGNED THE FOREGOING INSTRUMENT.

[Signature]
NOTARY PUBLIC



ACKNOWLEDGEMENT

STATE OF *Utah*
COUNTY OF *Summit*

ON THIS *2* DAY OF *January*, 2014, PERSONALLY APPEARED BEFORE ME WESLEY MILLICAN AND KRISTIE MILLICAN, WHO BEING DULY SWORN, DID SAY THAT HE AND SHE ARE OWNERS OF UNIT 27 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, AND DULY ACKNOWLEDGED TO ME THAT EACH SIGNED THE FOREGOING INSTRUMENT.

[Signature]
NOTARY PUBLIC

OWNER'S CONSENT TO RECORD - UNIT 30

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF UNIT 30 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFY THAT I DO HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

BY: *[Signature]*
ROBERT E. WARD
AS TO AN UNDIVIDED ONE-HALF INTEREST

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF UNIT 30-A AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFY THAT I DO HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

BY: *[Signature]*
PHILIP A. SULLIVAN
AS TO AN UNDIVIDED ONE-HALF INTEREST

ACKNOWLEDGEMENT

STATE OF *PA*
COUNTY OF *Chester*

ON THIS *3* DAY OF *December*, 2014, PERSONALLY APPEARED BEFORE ME ROBERT E. WARD, WHO BEING DULY SWORN, DID SAY THAT HE IS AN OWNER OF UNIT 30 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, AND DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE FOREGOING INSTRUMENT.

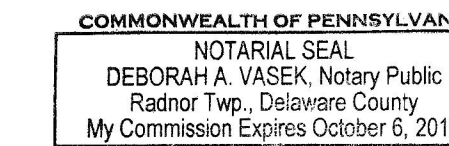
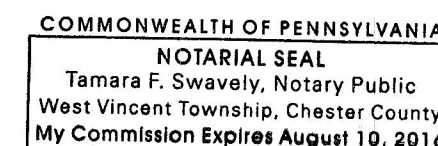
[Signature]
NOTARY PUBLIC

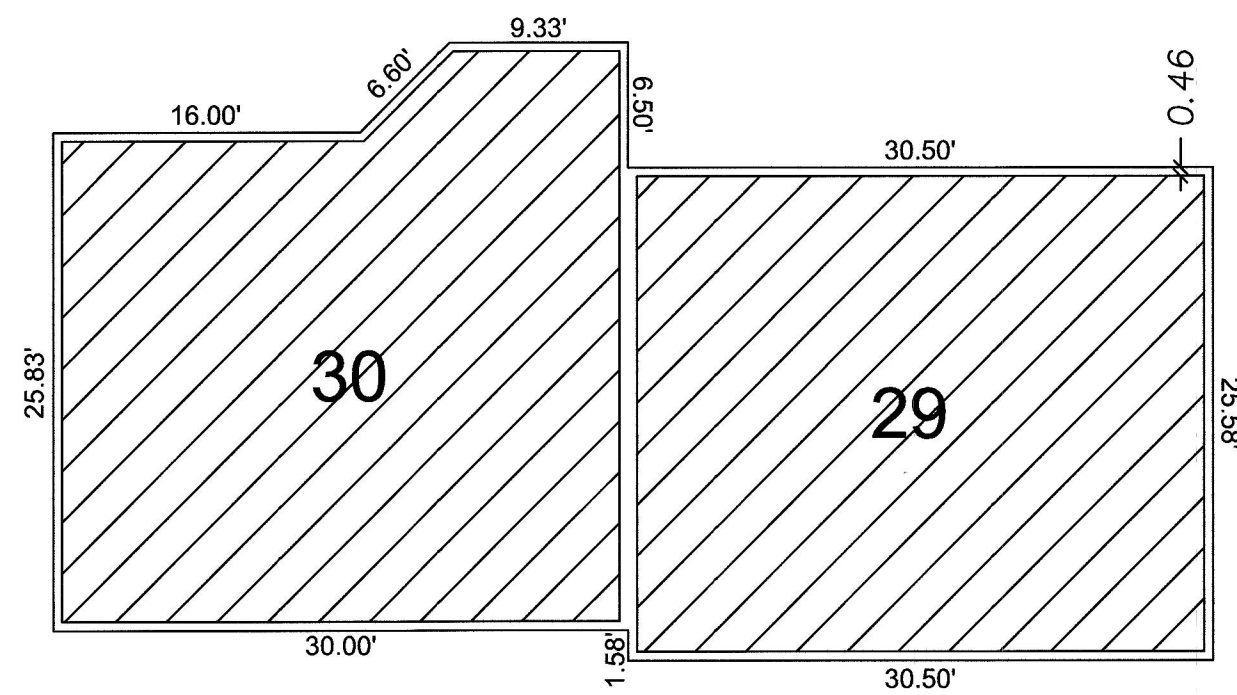
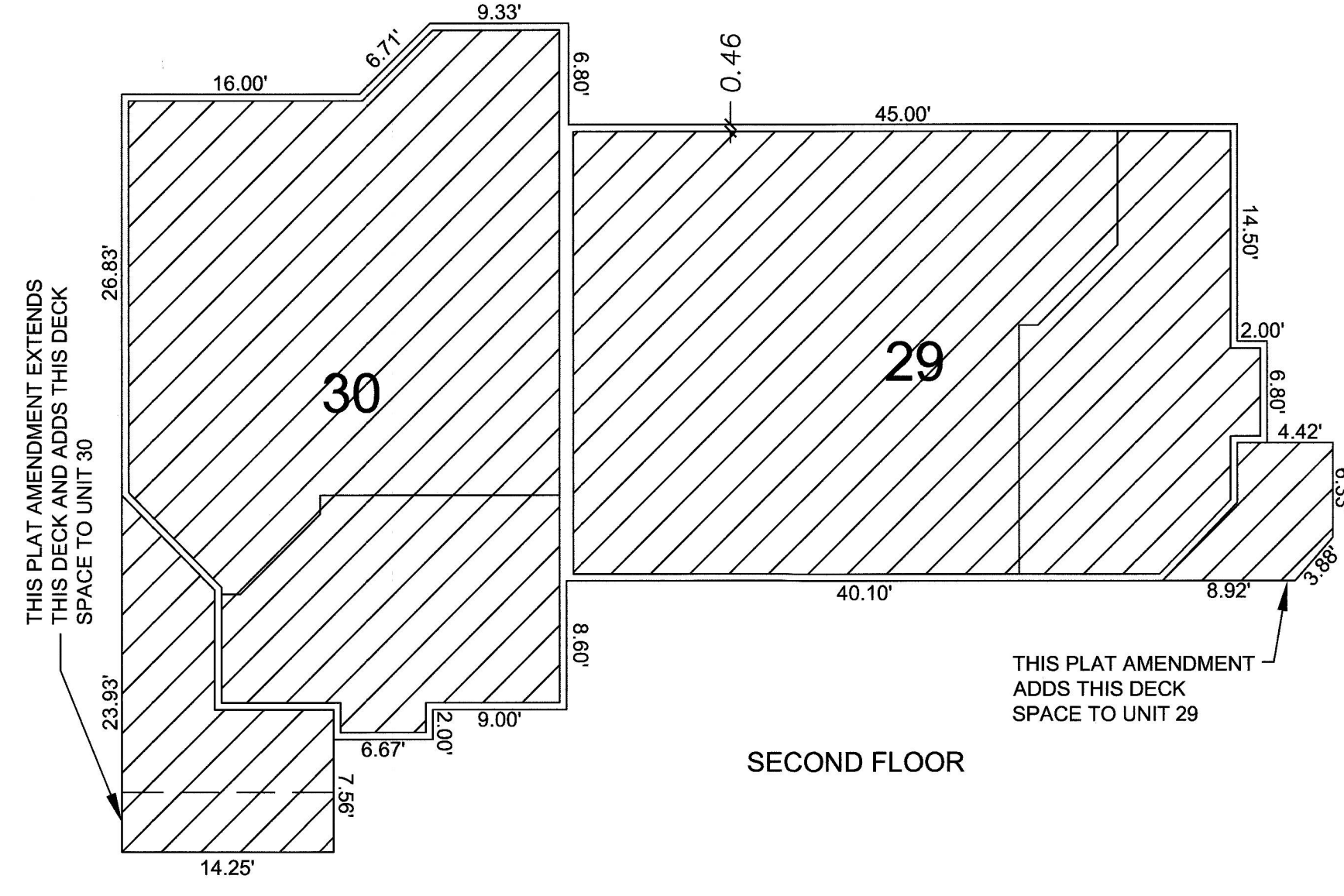
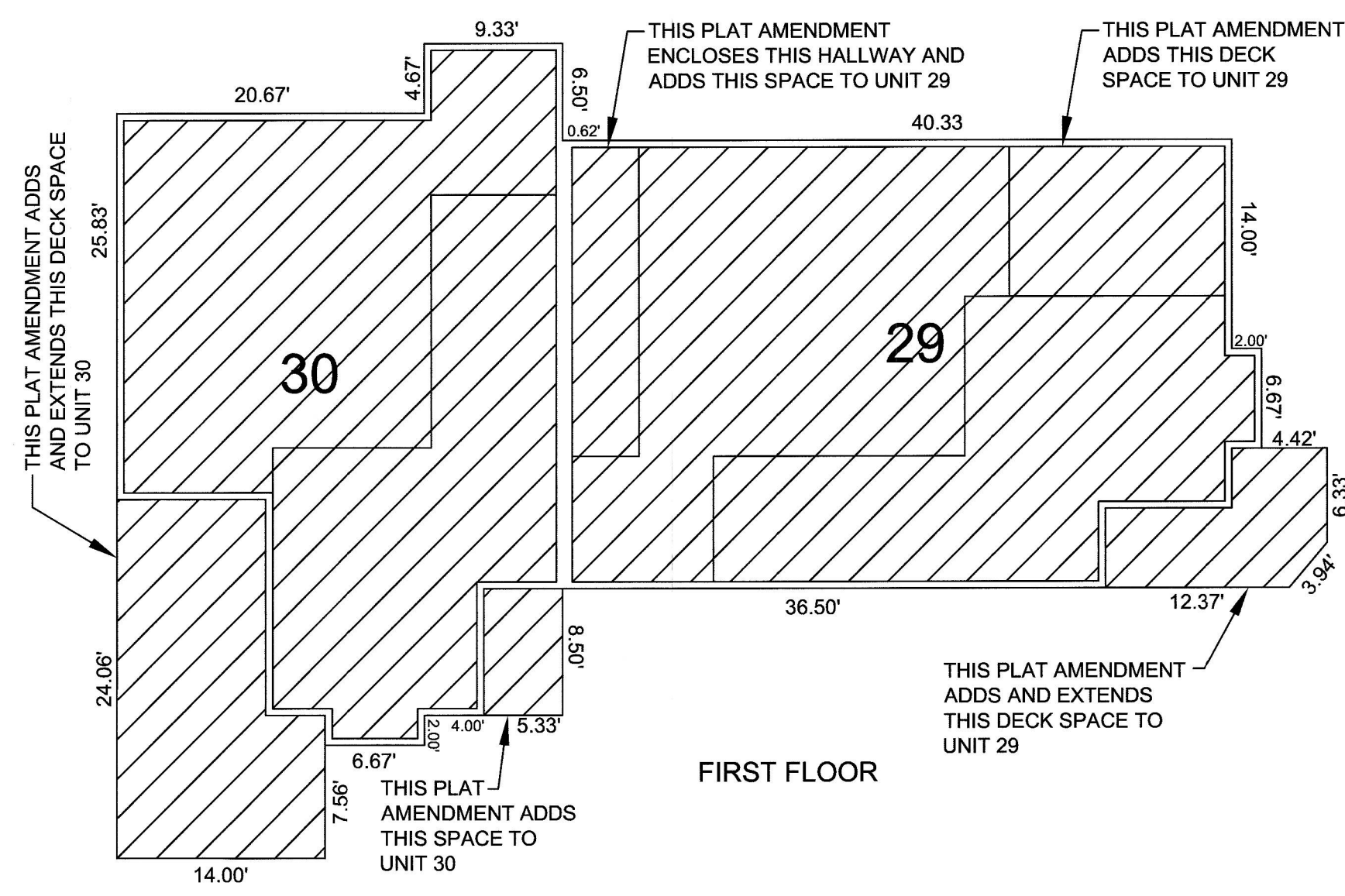
ACKNOWLEDGEMENT

STATE OF *Pennsylvania*
COUNTY OF *DeLaware*

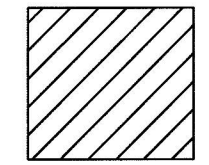
ON THIS *10th* DAY OF *December*, 2014, PERSONALLY APPEARED BEFORE ME PHILIP A. SULLIVAN, WHO BEING DULY SWORN, DID SAY THAT HE IS AN OWNER OF UNIT 30 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, AND DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE FOREGOING INSTRUMENT.

[Signature]
NOTARY PUBLIC

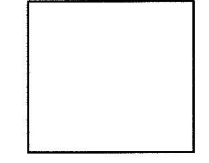




OWNERSHIP LEGEND



PRIVATE



COMMON

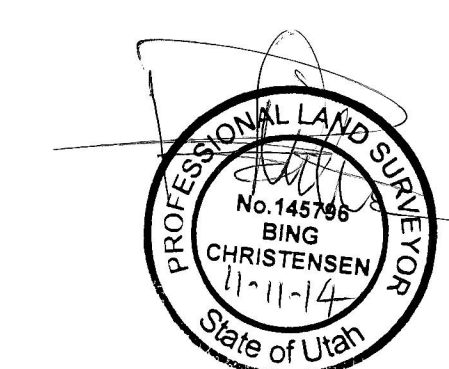
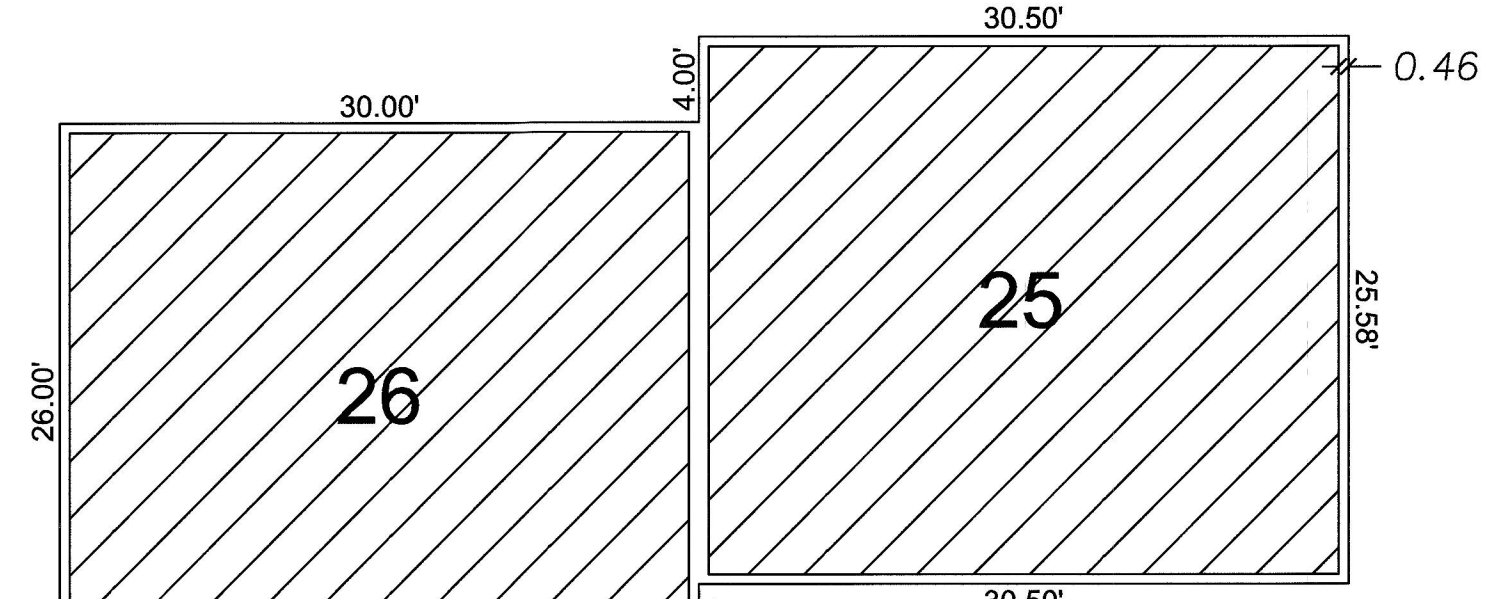
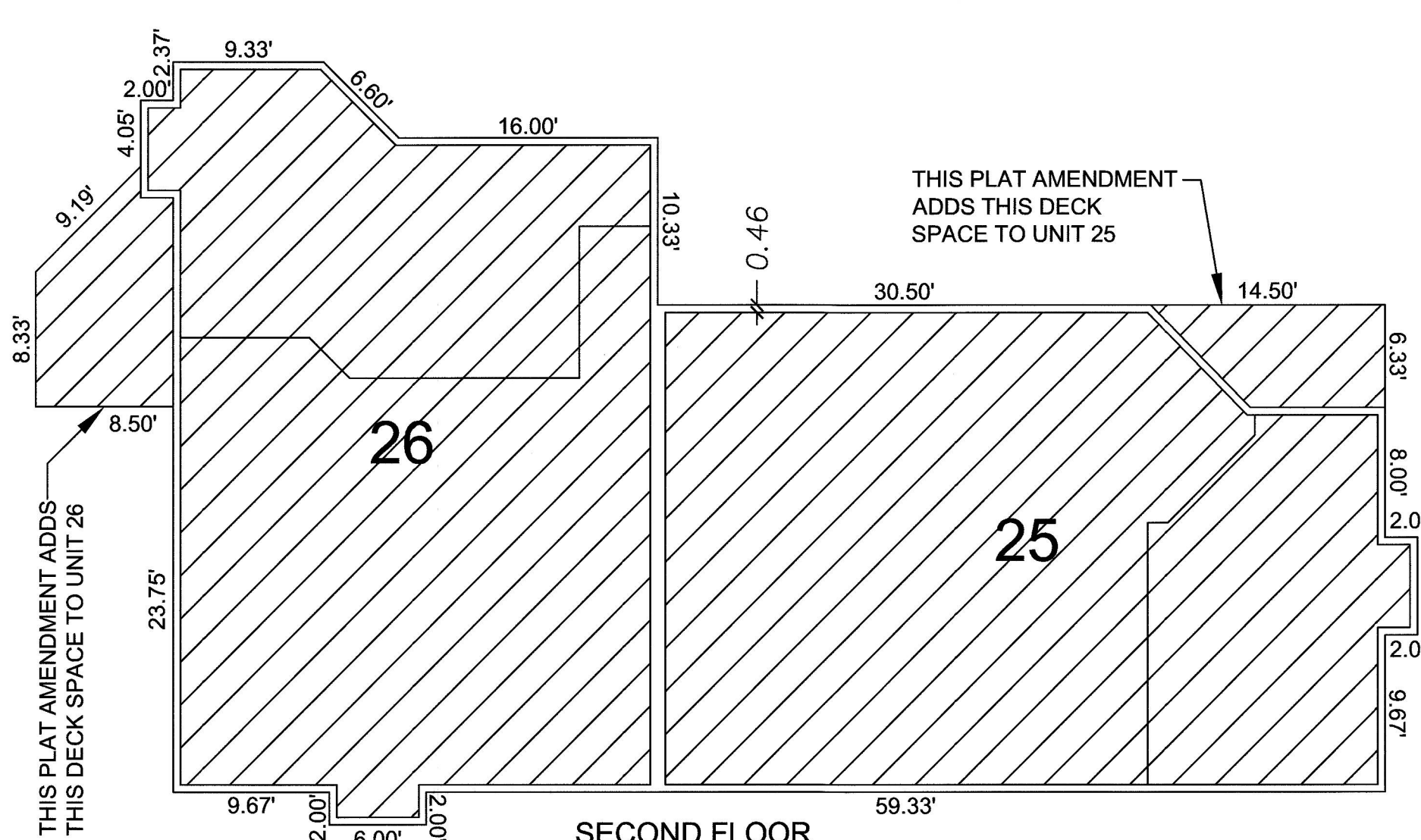
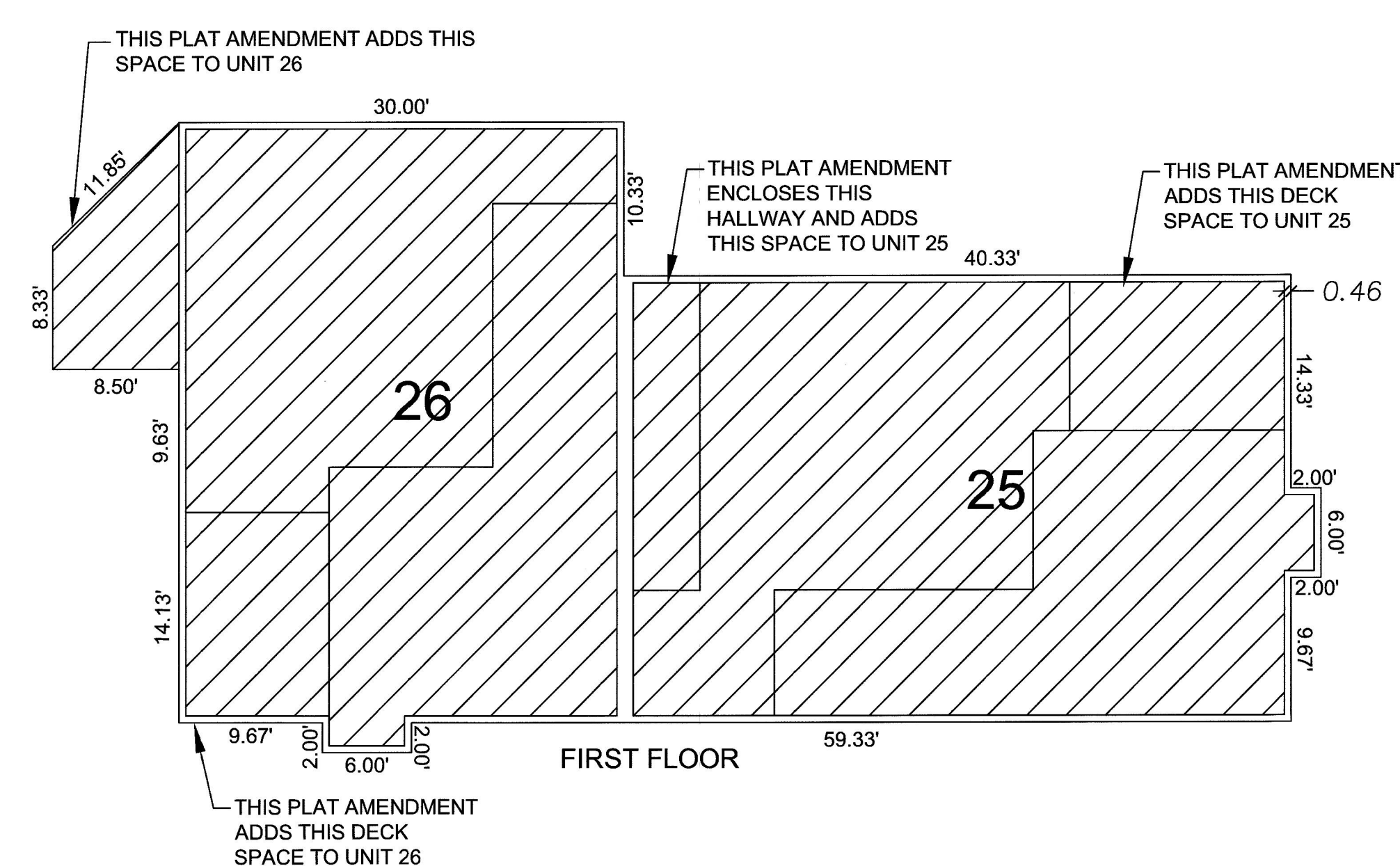
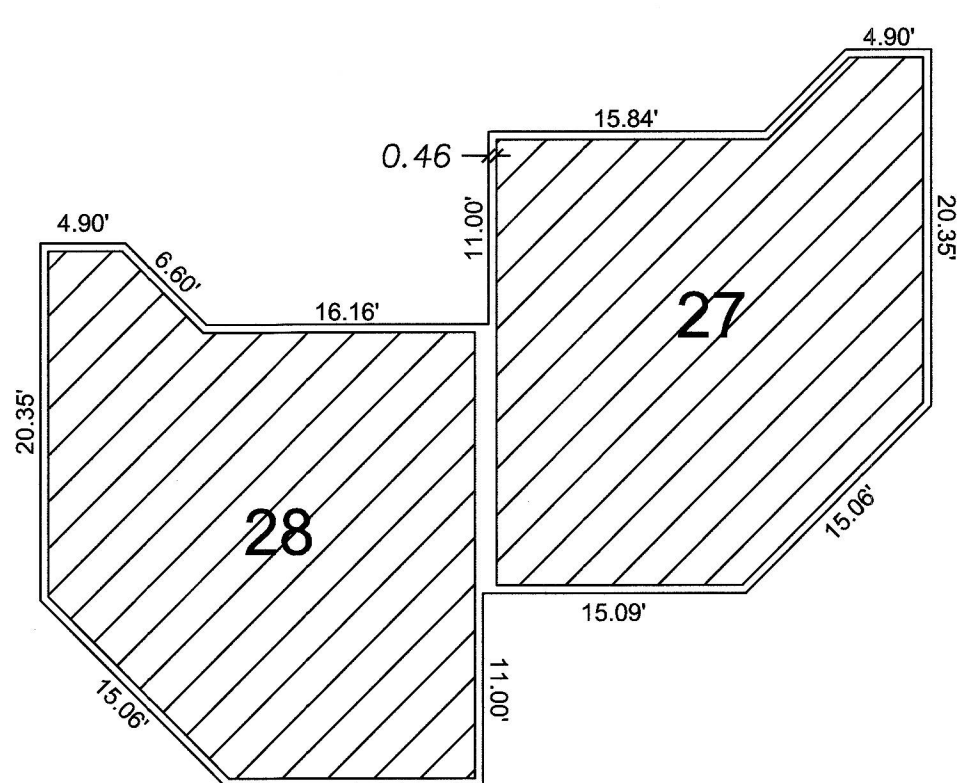
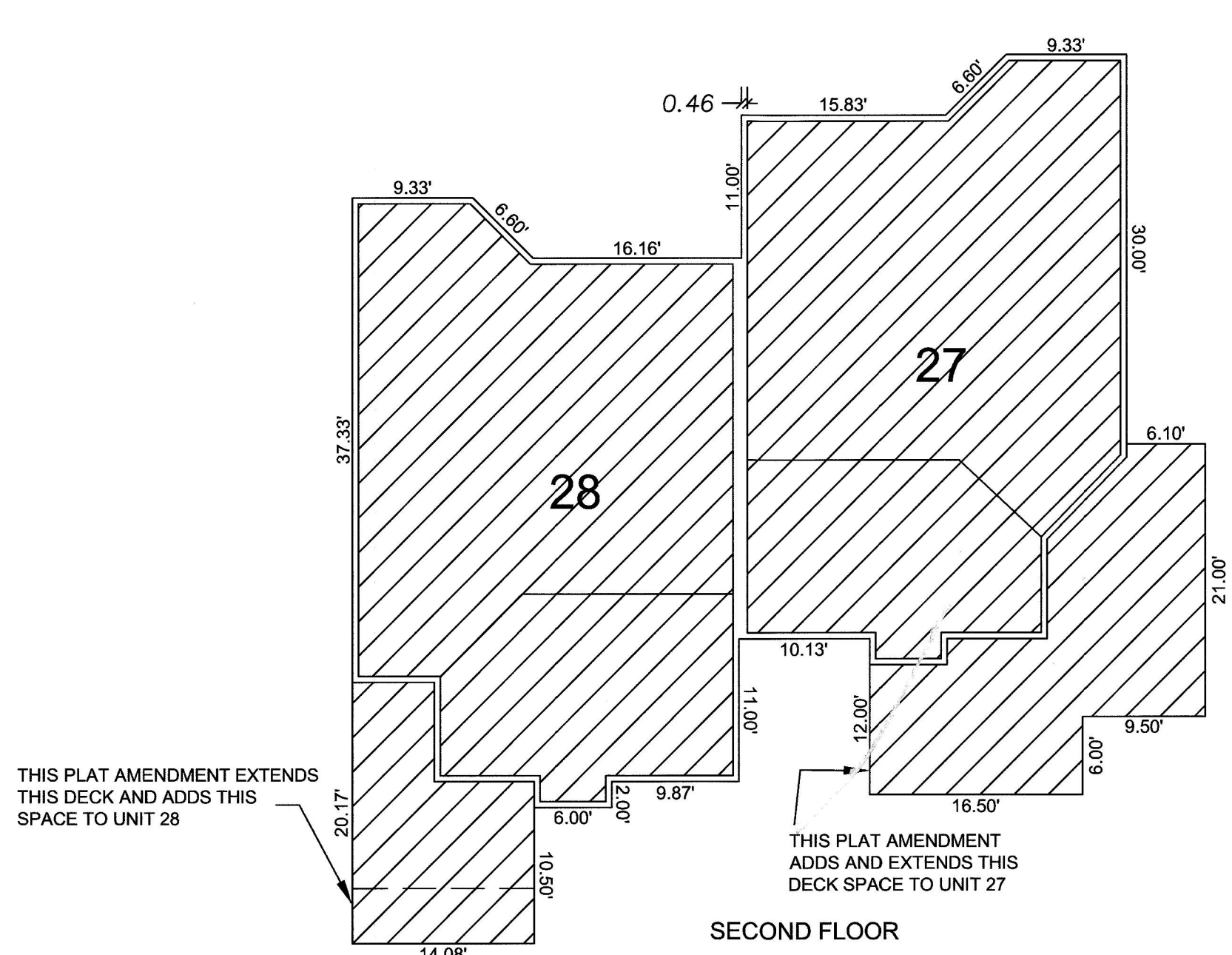
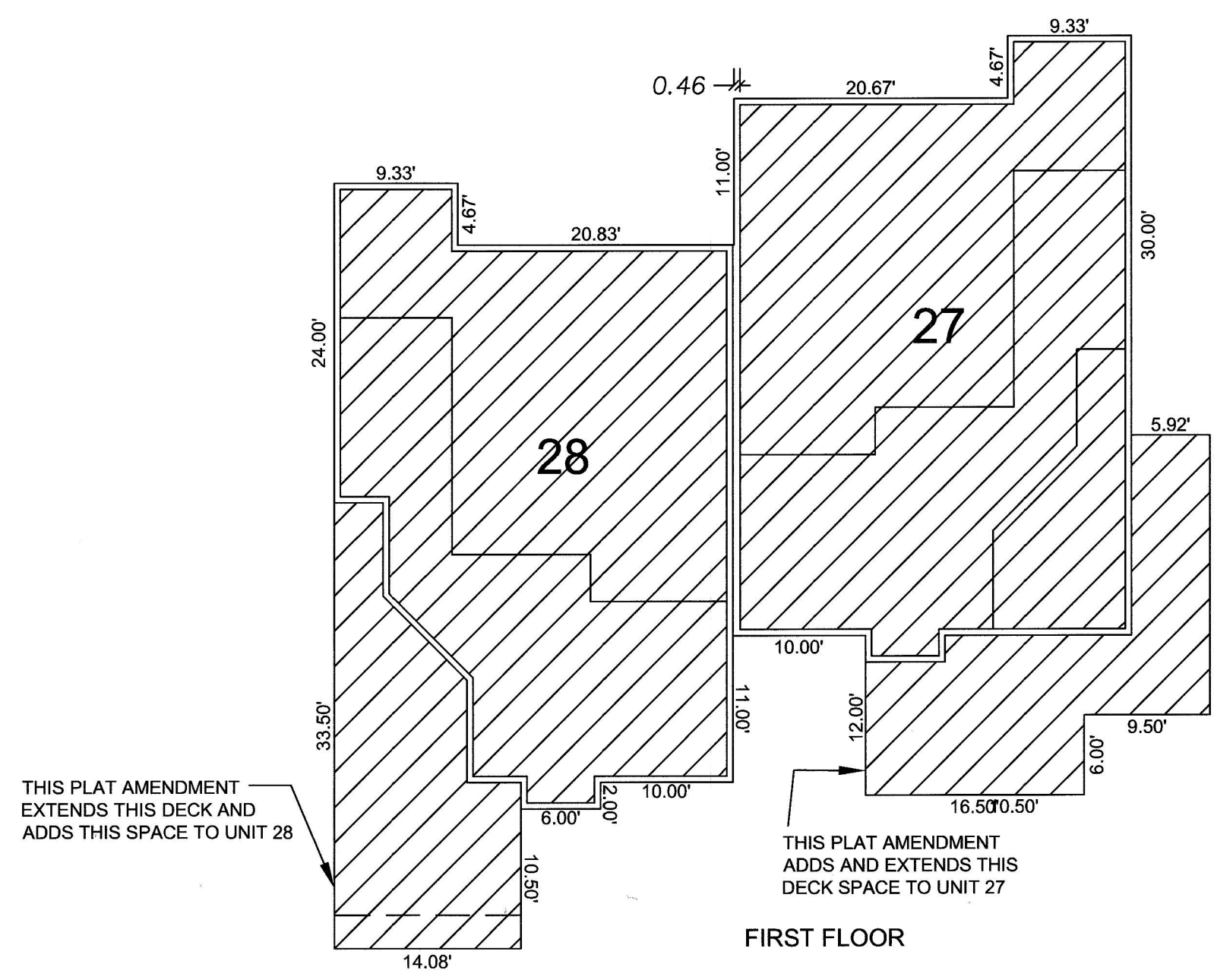
- ALL AREAS DESCRIBED HEREIN ARE COMMON AREAS AND FACILITIES AND PRIVATE OWNERSHIP.
- DIMENSIONS SHOWN ARE TO UNFINISHED SURFACES OF THE BOUNDING WALLS.
- SQUARE FOOTAGES OF UNITS SHOWN BELOW IN TABULATIONS INCLUDE THE GARAGE AREAS OF ALL UNITS.
- BENCHMARK ELEVATION 8124.96 - SPIKE ON POWER POLE NORTHEAST CORNER INTERIOR SILVER LAKE KNOLL ROAD AND LAKE FLAT 'E' ROAD.
- SEE WWW ENTRANCE ROAD DESIGN FOR LOCATION OF PRIVATE ROADS AND DRIVEWAYS

TABULATIONS

- UNIT 25
PRIVATE AREA = 3310.2 SQ.FT.
- UNIT 26
PRIVATE AREA = 3320.38 SQ.FT.
- UNIT 27
PRIVATE AREA = 3663.39 SQ.FT.
- UNIT 28
PRIVATE AREA = 3356.93 SQ.FT.
- UNIT 29
PRIVATE AREA = 3453.13 SQ.FT.
- UNIT 30
PRIVATE AREA = 3475.87 SQ.FT.

NOTES

- THIS AMENDED CONDO PLAT IS SUBJECT TO CONDITIONS OF APPROVAL IN CITY ORDINANCE 14-43.
- ALL CONDITIONS OF APPROVAL OF THE SILVER BIRD CONDOMINIUMS AT DEER VALLEY CONDOMINIUM PLAT SHALL CONTINUE TO APPLY.



SILVER BIRD CONDOMINIUMS
AT DEER VALLEY
SECOND AMENDMENT
-A UTAH CONDOMINIUM PROJECT-
AMENDING UNIT 29

A PARCEL OF LAND LOCATED
IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

LEGAL DESCRIPTION OF SILVER BIRD CONDOMINIUMS AT DEER VALLEY

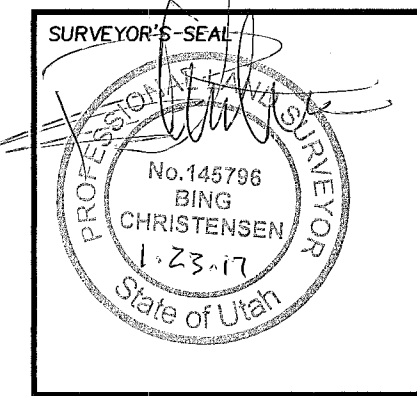
BEGINNING AT A POINT WHICH LIES EAST 566.74 FEET AND SOUTH 365.26 FEET FROM THE SOUTHWEST CORNER OF SECTION 22 TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 55°00'00" WEST 208.11 FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 125.00 FOOT RADIUS CURVE TO THE LEFT 118.55 FEET (LONG CHORD BEARS NORTH 1°00'10" EAST 114.16 FEET); THENCE NORTH 26°10'00" WEST 157.00 FEET; THENCE NORTH 63°50'00" EAST 61.00 FEET; THENCE SOUTH 65°22'36" EAST 81.07 FEET; THENCE NORTH 70°30'00" EAST 60.00 FEET; THENCE SOUTH 19°30'00" EAST 157.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.007 ACRES FOR SIX CONDO UNITS, LESS AND EXCEPTING UNITS 25, 26, 27, 28, AND 30 OF SILVER BIRD CONDOMINIUM ENTRY #191541 AND SILVER BIRD CONDOMINIUM AT DEER VALLEY FIRST AMENDMENT ENTRY #1017277, ACCORDING TO THE OFFICIAL PLATS ON FILE IN SUMMIT COUNTY OFFICIAL RECORDS.

SURVEYOR'S CERTIFICATE

I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 145796 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED ABOVE, AND HAVE AMENDED SAID CONDO UNITS AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS CONDOMINIUM PLAT AMENDMENT IS A CORRECT REPRESENTATION OF THE PROPERTY SURVEYED, AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57-8-13 OF CHAPTER 8 OF THE CONDOMINIUM OWNERSHIP ACT, UTAH CODE TITLE 57.

BING CHRISTENSEN
PROFESSIONAL LAND SURVEYOR

12-23-17
DATE



OWNER'S CONSENT TO RECORD - H.O.A.

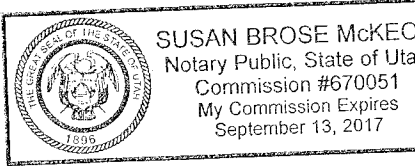
KNOW ALL MEN BY THESE PRESENT THAT SILVER BIRD CONDOMINIUM OWNERS ASSOCIATION (THE ASSOCIATION), THE AUTHORIZED REPRESENTATIVE OF ALL OF THE UNIT OWNERS HOLDING AT LEAST A TWO-THIRDS OWNERSHIP INTEREST IN THE COMMON AREA AND FACILITIES OF THE PROJECT PURSUANT TO THE PROVISIONS OF SECTION 27 OF THE DECLARATION OF CONDOMINIUM OF THE SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFIES THAT IT HAS APPROVED THIS PLAT AMENDMENT TO BE PREPARED, AND ON BEHALF OF ALL OF THE UNIT OWNERS DOES HEREBY CONSENT TO THE RECORDATION OF THE PLAT.

SILVER BIRD CONDOMINIUM OWNERS ASSOCIATION
A UTAH NON-PROFIT CORPORATION

BY: Bruce S. Morra
BRUCE S. MORRA, PRESIDENT

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT



ON THIS 16 DAY OF February, 2017, PERSONALLY APPEARED BEFORE ME BRUCE S. MORRA, WHO BEING DULY SWORN, DID SAY THAT HE IS PRESIDENT OF SILVER BIRD CONDOMINIUM OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION, AND DULY ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO SIGN THE FOREGOING INSTRUMENT ON BEHALF OF THE CORPORATION, AND FURTHER ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED THE SAME.

Susan Brose McKee
NOTARY PUBLIC

OWNER'S CONSENT TO RECORD - UNIT 29

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF UNIT 29 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFY THAT WE CAUSED THIS PLAT AMENDMENT TO BE PREPARED, AND DO HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

BY: David C. Oxman
DAVID C. OXMAN, TRUSTEE OF
THE SILVER BIRD 29 TRUST,
DATED APRIL 3, 2002,
MADE BY PHYLLIS S. OXMAN

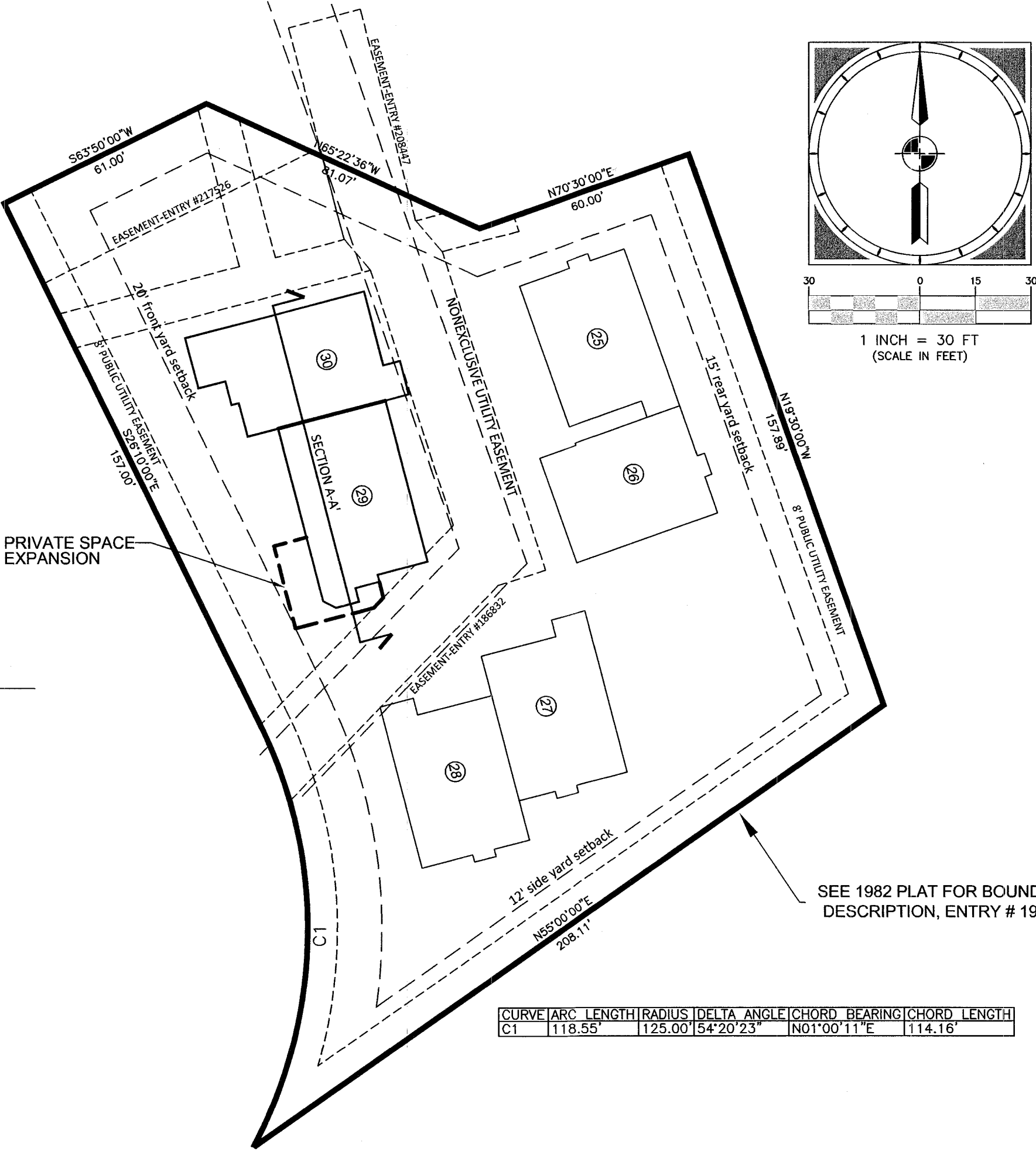
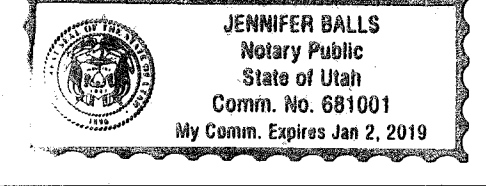
BY: Phyllis S. Oxman
PHYLLIS S. OXMAN, TRUSTEE OF
THE SILVER BIRD 29 TRUST,
DATED APRIL 3, 2002,
MADE BY PHYLLIS S. OXMAN

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF WASHINGTON

ON THIS 31 DAY OF December, 2016, PERSONALLY APPEARED BEFORE ME DAVID C. OXMAN & PHYLLIS S. OXMAN, WHO BEING DULY SWORN, DID SAY THAT THEY ARE THE TRUSTEES OF THE SILVER BIRD 29 TRUST, DATED APRIL 3, 2002, MADE BY PHYLLIS S. OXMAN, AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, AND DULY ACKNOWLEDGED TO ME THAT THEY EACH SIGNED THE FOREGOING INSTRUMENT.

Jennifer Balls
NOTARY PUBLIC



SILVER BIRD CONDOMINIUM SITE MAP

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	118.55'	125.00'	54°20'23"	N01°00'11"E	114.16'

OWNERSHIP LEGEND

- PRIVATE
- COMMON

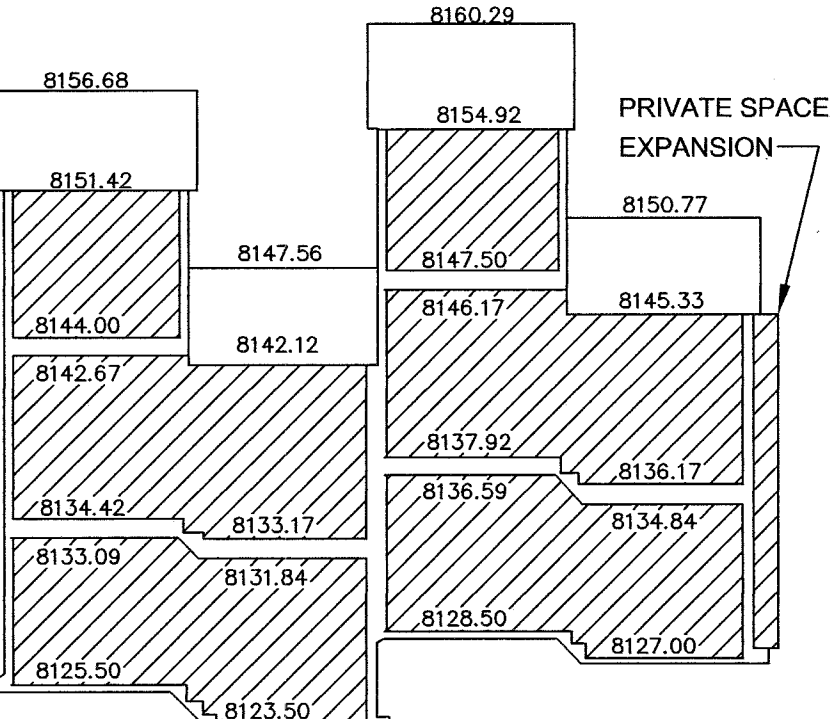
NOTES

- DIMENSIONS SHOWN ARE TO UNFINISHED SURFACES OF THE BOUNDING WALLS.
- SQUARE FOOTAGES OF UNIT 29 SHOWN BELOW INCLUDE THE GARAGE AREA OF UNIT 29

UNIT 29
PRIVATE AREA = 3973.2 SQ. FT.

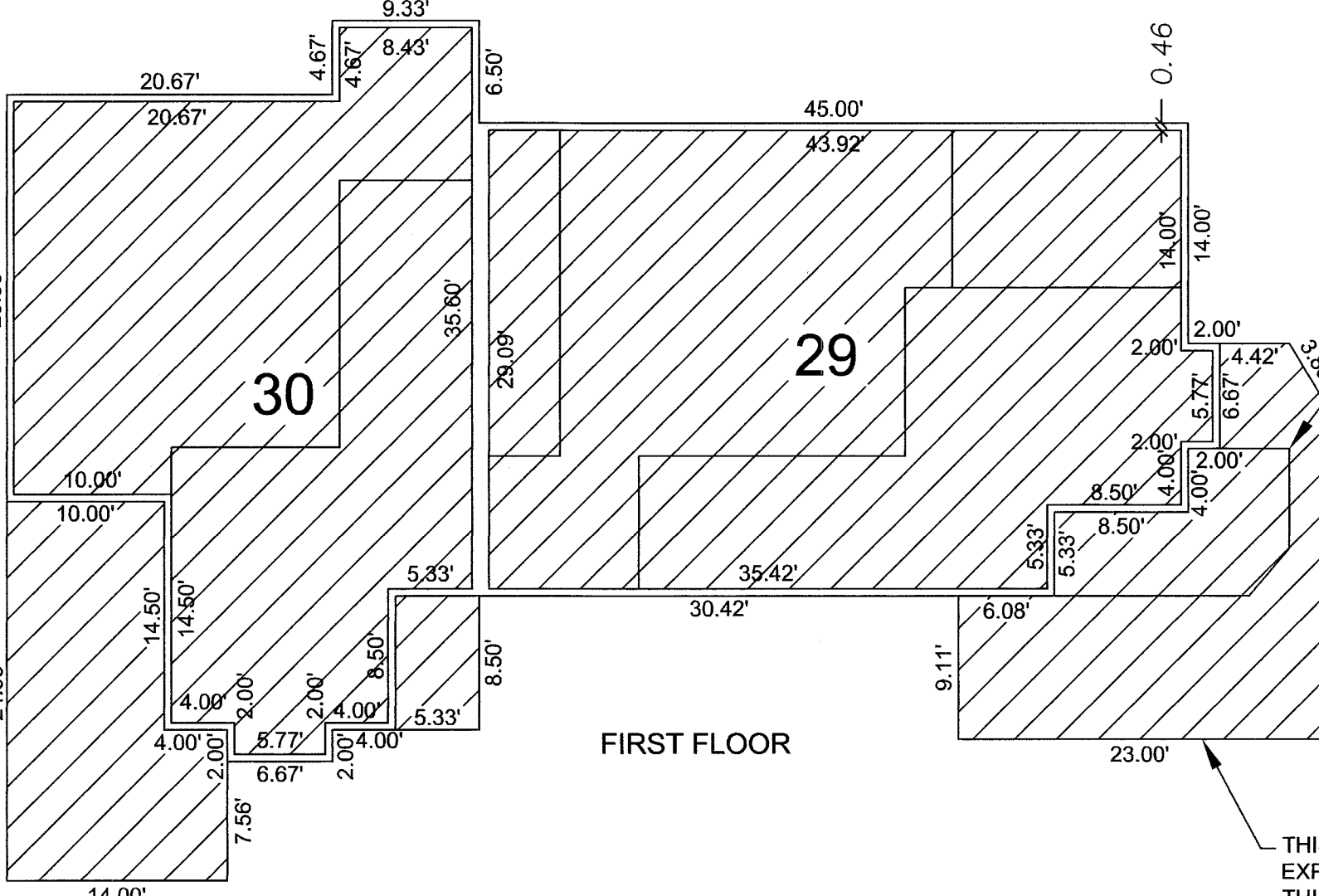
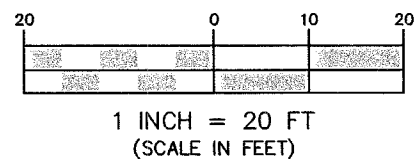
PLAT NOTES

- THIS PLAT REPRESENTS A SECOND AMENDMENT OF SILVER BIRD CONDOMINIUMS AT DEER VALLEY ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (RECORDATION NUMBER 197341), AMENDING UNIT 29. THIS AMENDMENT EXPANDS THE PRIVATE SPACE ON THE FIRST AND SECOND LEVELS OF UNIT 29.
- ADDITIONAL UNITS ARE SHOWN HEREON FOR REFERENCE ONLY, AND ARE NOT CHANGED WITH THIS DOCUMENT. FOR INFORMATION ON ANY UNIT OTHER THAN 29, REFER TO "SILVER BIRD CONDOMINIUMS" WITH RECORDATION NO. 197341 AND "SILVER BIRD CONDOMINIUMS AT DEER VALLEY FIRST AMENDMENT" WITH RECORDATION NO. 1017277, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.
- COVENANTS, CONDITIONS, RESTRICTIONS, REQUIREMENTS, EASEMENTS, OR ITEMS PREVIOUSLY ASSOCIATED WITH THE PROPERTY DESCRIBED HEREON REMAIN IN EFFECT. ALL REQUIREMENTS SET FORTH TO THIS AMENDMENT ARE IN ADDITION TO PREVIOUSLY ASSOCIATED ITEMS.
- ALL CONDITIONS OF APPROVAL OF THE DEER VALLEY RESORT 11TH AMENDED AND RESTATED LARGE SCALE MAP AND THE ORIGINAL SILVER BIRD CONDOMINIUMS AT DEER VALLEY APPROVAL SHALL CONTINUE TO APPLY.
- THIS CONDOMINIUM PROJECT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN PARK CITY ORDINANCE 1647.
- FIRE SUPPRESSION MUST EXTEND INTO THE ADDITION.
- THE UNITS OF THIS CONDOMINIUM ARE SERVED BY A COMMON PRIVATE LATERAL WASTEWATER LINE. THE SILVER BIRD CONDOMINIUMS AT DEER VALLEY OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR OWNERSHIP, OPERATION, AND MAINTENANCE OF ALL COMMON PRIVATE LATERAL WASTEWATER LINES.



UNIT 30 UNIT 29

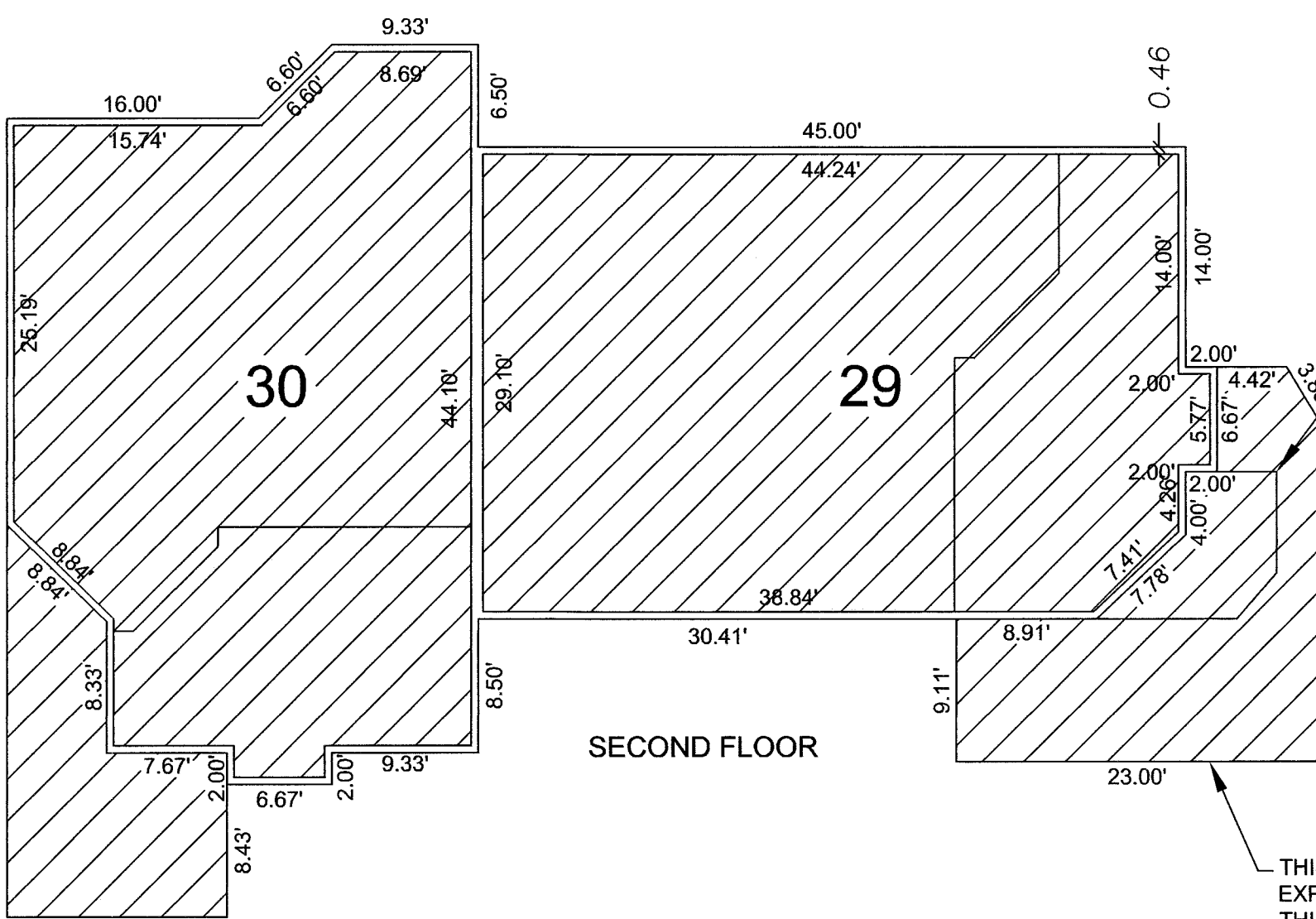
ELEVATIONS



FIRST FLOOR

PREVIOUS BOUNDARY PER "SILVER BIRD CONDOMINIUMS AT DEER VALLEY FIRST AMENDMENT" (REC. # 1017277)

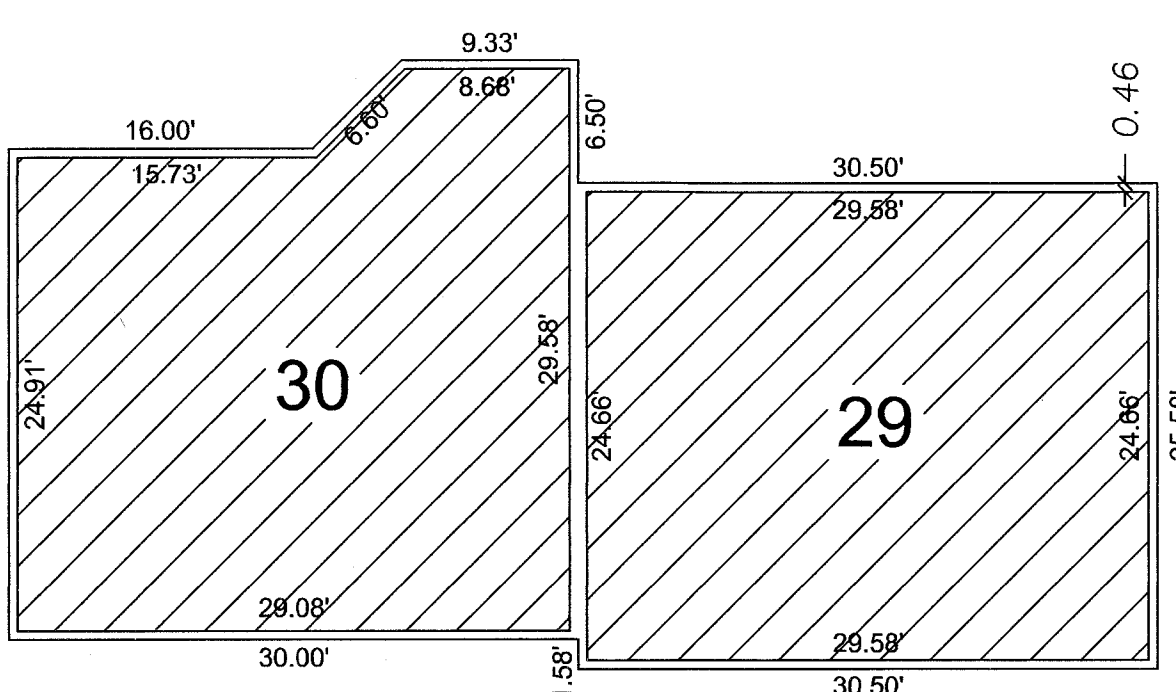
THIS PLAT AMENDMENT EXPANDS AND ADDS THIS PRIVATE SPACE TO UNIT 29



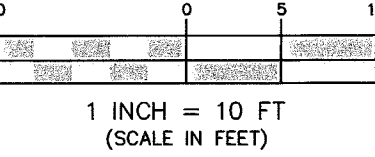
SECOND FLOOR

PREVIOUS BOUNDARY PER "SILVER BIRD CONDOMINIUMS AT DEER VALLEY FIRST AMENDMENT" (REC. # 1017277)

THIS PLAT AMENDMENT EXPANDS AND ADDS THIS PRIVATE SPACE TO UNIT 29



THIRD FLOOR



Summit Engineering Group Inc.
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

PROJECT NO.: L16-052
DRAWN BY: JDE
REVIEWED BY: BC
APPROVED BY: BC
DATE: DECEMBER 30, 2016

PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 14TH DAY OF SEPTEMBER, 2016.

CHAIR

PARK CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH THE INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPT. ON THIS 3RD DAY OF March 2017.

CITY ENGINEER

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 22ND DAY OF Jan 2017.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PARK CITY ATTORNEY

APPROVED AS TO FORM ON THIS 28TH DAY OF March 2017.

CITY ATTORNEY

CITY COUNCIL APPROVAL

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THE 8TH DAY OF OCTOBER, 2016.

MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THAT THIS PLAT AMENDMENT WAS APPROVED BY THE CITY COUNCIL ON THE 8TH DAY OF OCTOBER, 2016.

CITY RECORDER

RECORDER

ENTRY NO. 106496, BOOK 200, PAGE 100
STATE OF UTAH, COUNTY OF SUMMIT
DATE: 03/30/2017 09:42:31 AM
RECORDED AT THE REQUEST OF Park City Title Co

MAURA WRIGHT, Dept. Rec.

SILVER BIRD CONDOMINIUMS
AT DEER VALLEY
THIRD AMENDMENT
-A UTAH CONDOMINIUM PROJECT-
AMENDING UNIT 26

A PARCEL OF LAND LOCATED
IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

LEGAL DESCRIPTION OF SILVER BIRD CONDOMINIUMS AT DEER VALLEY

BEGINNING AT A POINT WHICH LIES EAST 566.74 FEET AND SOUTH 365.26 FEET FROM THE SOUTHWEST CORNER OF SECTION 22 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 55°00'00" WEST 208.11 FEET TO A POINT ON A 125.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 125.00 FOOT RADIUS CURVE TO THE LEFT 118.55 FEET (LONG CHORD BEARS NORTH 1°00'10" EAST 114.16 FEET); THENCE NORTH 26°10'00" WEST 157.00 FEET; THENCE NORTH 63°50'00" EAST 61.00 FEET; THENCE SOUTH 65°22'36" EAST 81.07 FEET; THENCE NORTH 70°30'00" EAST 60.00 FEET; THENCE SOUTH 19°30'00" EAST 157.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.807 ACRES FOR SIX CONDO UNITS.

SURVEYOR'S CERTIFICATE

I, KEVIN M. BALLS, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 11207308 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE PROPERTY SHOWN ON THIS PLAT AND DESCRIBED ABOVE, AND HAVE AMENDED SAID CONDO UNITS AS SHOWN HEREON. I FURTHER CERTIFY THAT THIS CONDOMINIUM PLAT AMENDMENT IS A CORRECT REPRESENTATION OF THE PROPERTY SURVEYED, AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57-8-13 OF CHAPTER 8 OF THE CONDOMINIUM OWNERSHIP ACT, UTAH CODE TITLE 57.

KEVIN M. BALLS
PROFESSIONAL LAND SURVEYOR

DATE

OWNER'S CONSENT TO RECORD - H.O.A.

KNOW ALL MEN BY THESE PRESENT THAT SILVER BIRD CONDOMINIUM OWNERS ASSOCIATION (THE ASSOCIATION), THE AUTHORIZED REPRESENTATIVE OF ALL OF THE UNIT OWNERS HOLDING AT LEAST A TWO-THIRDS OWNERSHIP INTEREST IN THE COMMON AREA AND FACILITIES OF THE PROJECT PURSUANT TO THE PROVISIONS OF SECTION 27 OF THE DECLARATION OF CONDOMINIUM OF THE SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFIES THAT IT HAS APPROVED THIS PLAT AMENDMENT TO BE PREPARED, AND ON BEHALF OF ALL OF THE UNIT OWNERS DOES HEREBY CONSENT TO THE RECORDATION OF THE PLAT.

SILVER BIRD CONDOMINIUM OWNERS ASSOCIATION
A UTAH NON-PROFIT CORPORATION

BY: _____
BRUCE S. MORRA, PRESIDENT

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT

ON THIS ____ DAY OF _____, 2021, PERSONALLY APPEARED BEFORE ME BRUCE S. MORRA, WHO BEING DULY SWORN, DID SAY THAT HE IS PRESIDENT OF SILVER BIRD CONDOMINIUM OWNERS ASSOCIATION, A UTAH NON-PROFIT CORPORATION, AND DULY ACKNOWLEDGED TO ME THAT HE IS AUTHORIZED TO SIGN THE FOREGOING INSTRUMENT ON BEHALF OF THE CORPORATION, AND FURTHER ACKNOWLEDGED TO ME THAT THE CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC

OWNER'S CONSENT TO RECORD - UNIT 26

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF UNIT 26 AT SILVER BIRD CONDOMINIUMS AT DEER VALLEY, CERTIFY THAT WE CAUSED THIS PLAT AMENDMENT TO BE PREPARED, AND DO HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

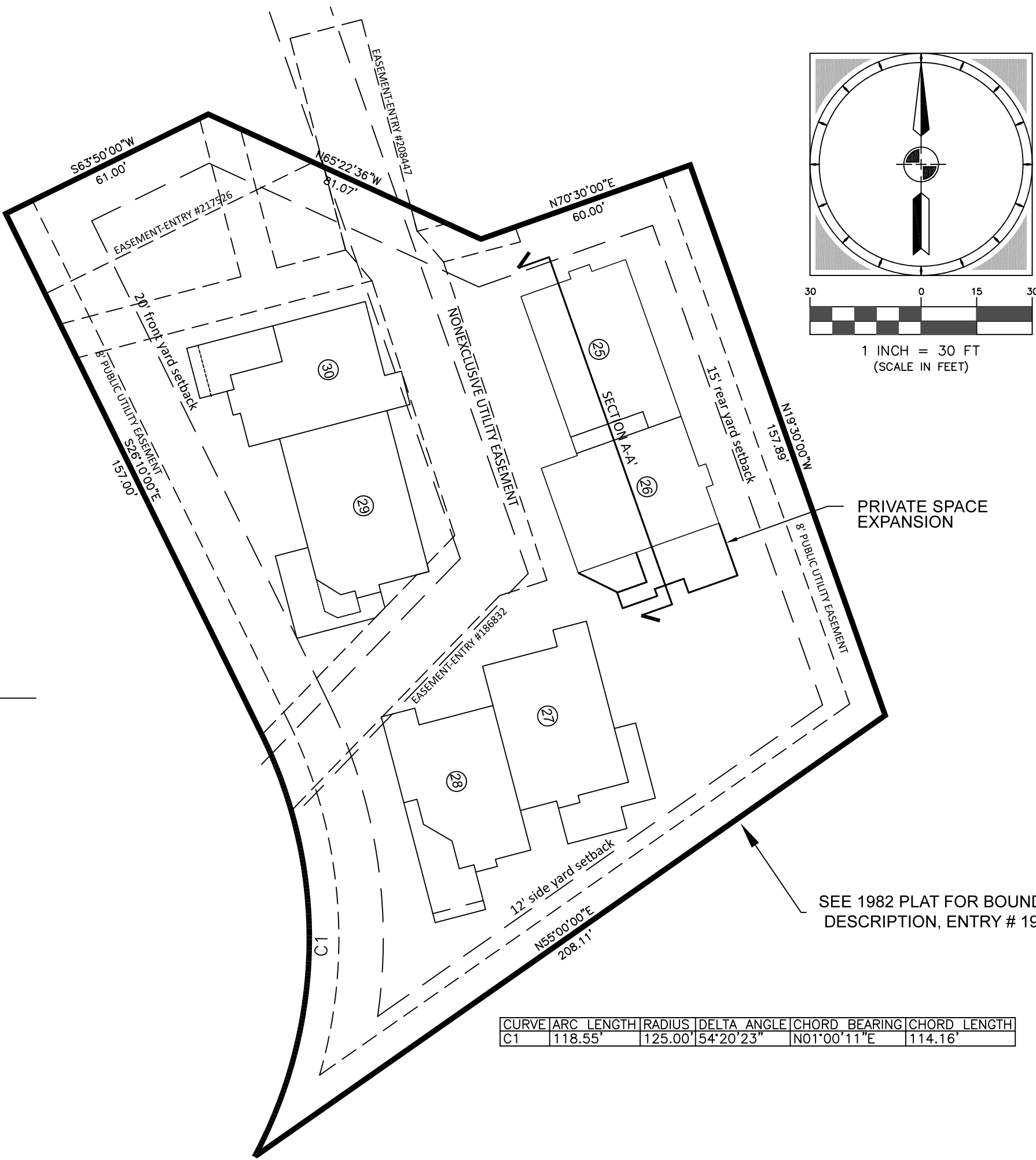
BY: _____ BY: _____
JOHN L. WRIGHT, TRUSTEE OF THE 1999 WRIGHT FAMILY TRUST, DATED 5/25/99
JODENE S. WRIGHT, TRUSTEE OF THE 1999 WRIGHT FAMILY TRUST, DATED 5/25/99

ACKNOWLEDGEMENT

STATE OF
COUNTY OF

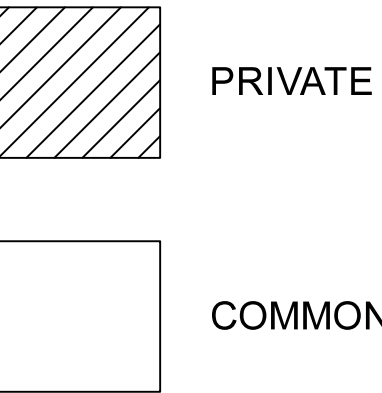
ON THIS ____ DAY OF _____, 2021, PERSONALLY APPEARED BEFORE ME JOHN L. WRIGHT AND JODENE S. WRIGHT, WHO BEING DULY SWORN, DID SAY THAT THEY ARE THE TRUSTEES OF THE 1999 WRIGHT FAMILY TRUST, DATED 5/25/99, AND DULY ACKNOWLEDGED TO ME THAT THEY EACH SIGNED THE FOREGOING INSTRUMENT.

NOTARY PUBLIC



SILVER BIRD CONDOMINIUM SITE MAP

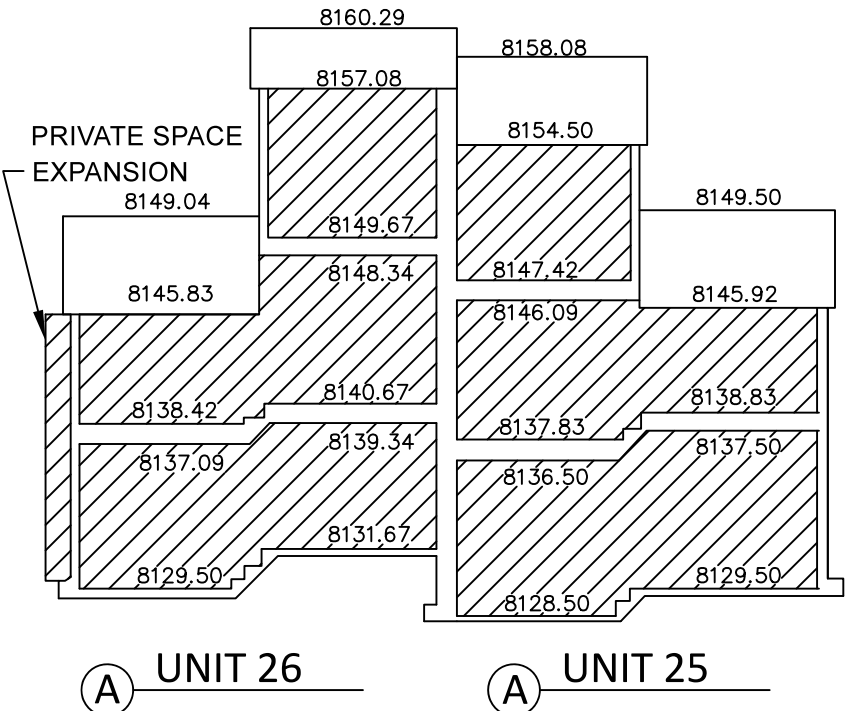
OWNERSHIP LEGEND



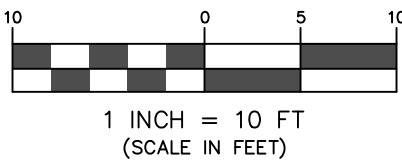
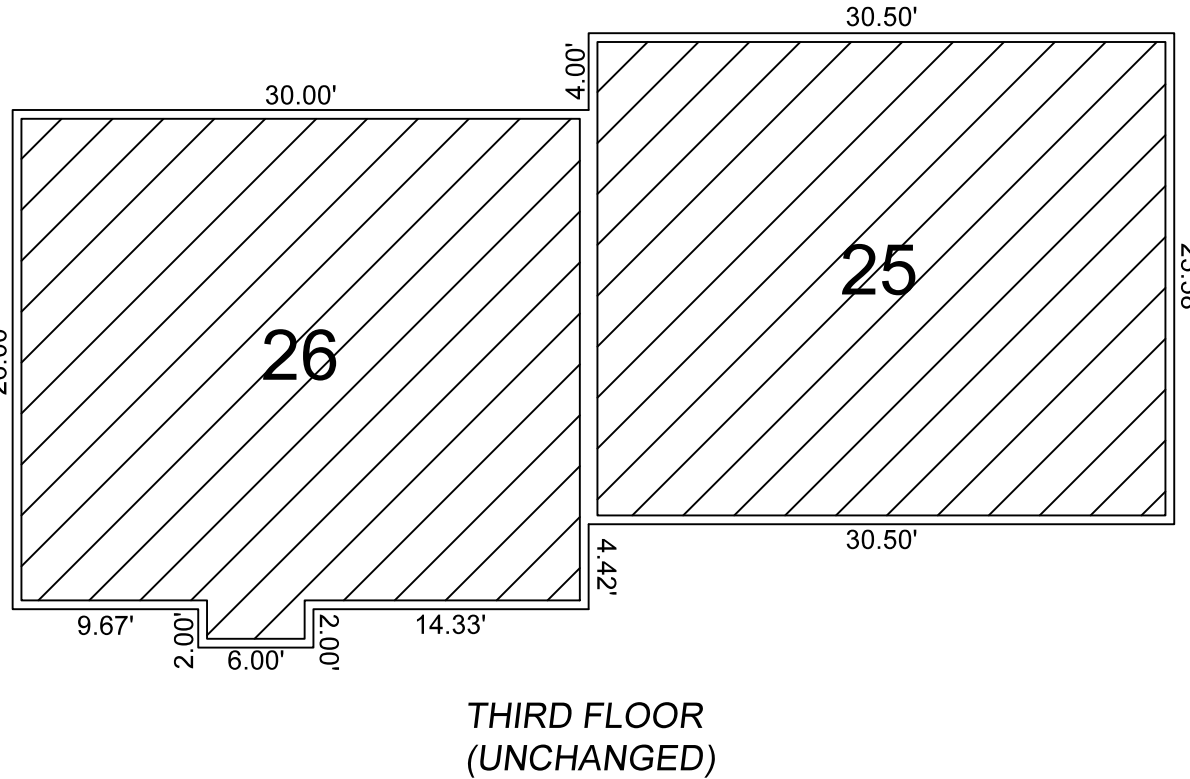
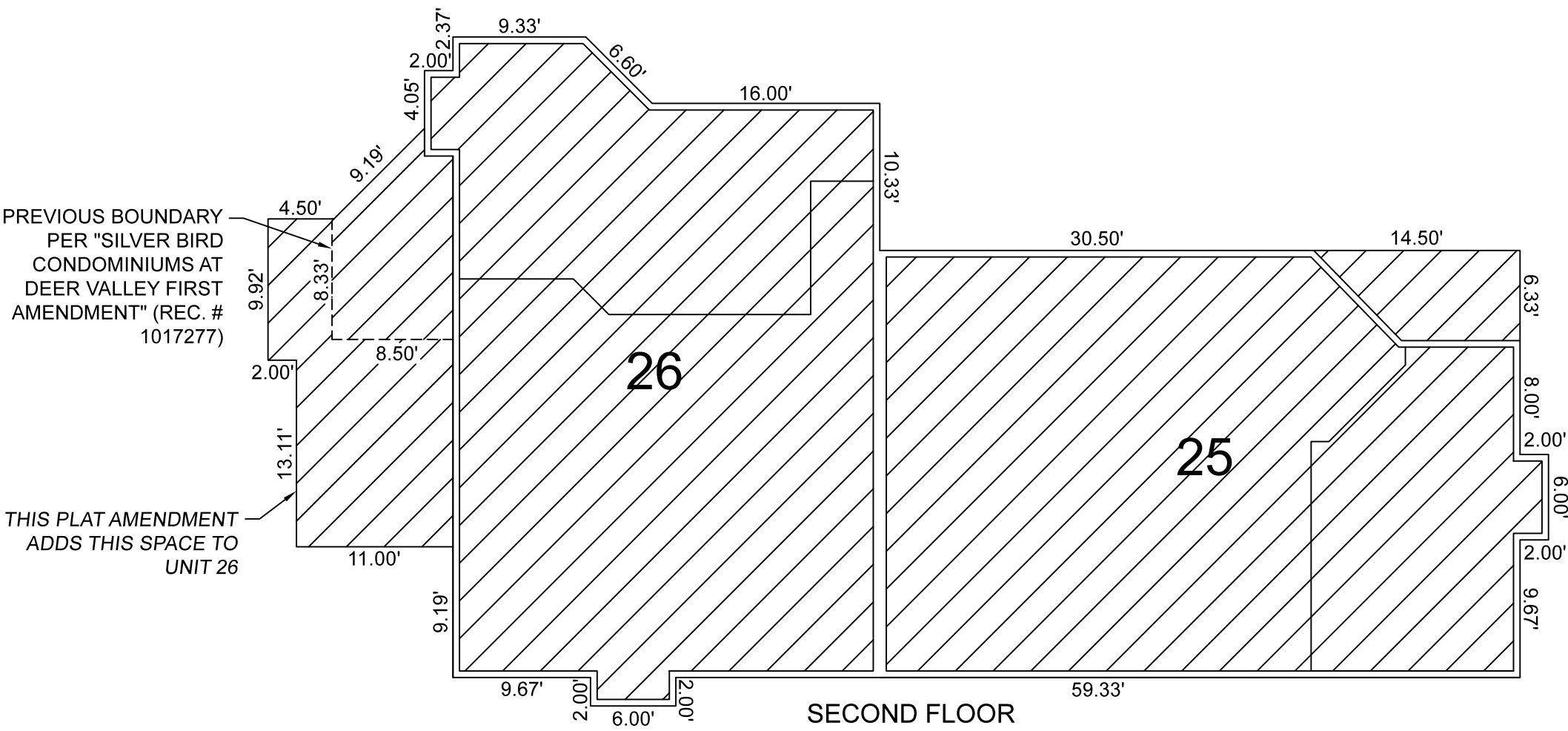
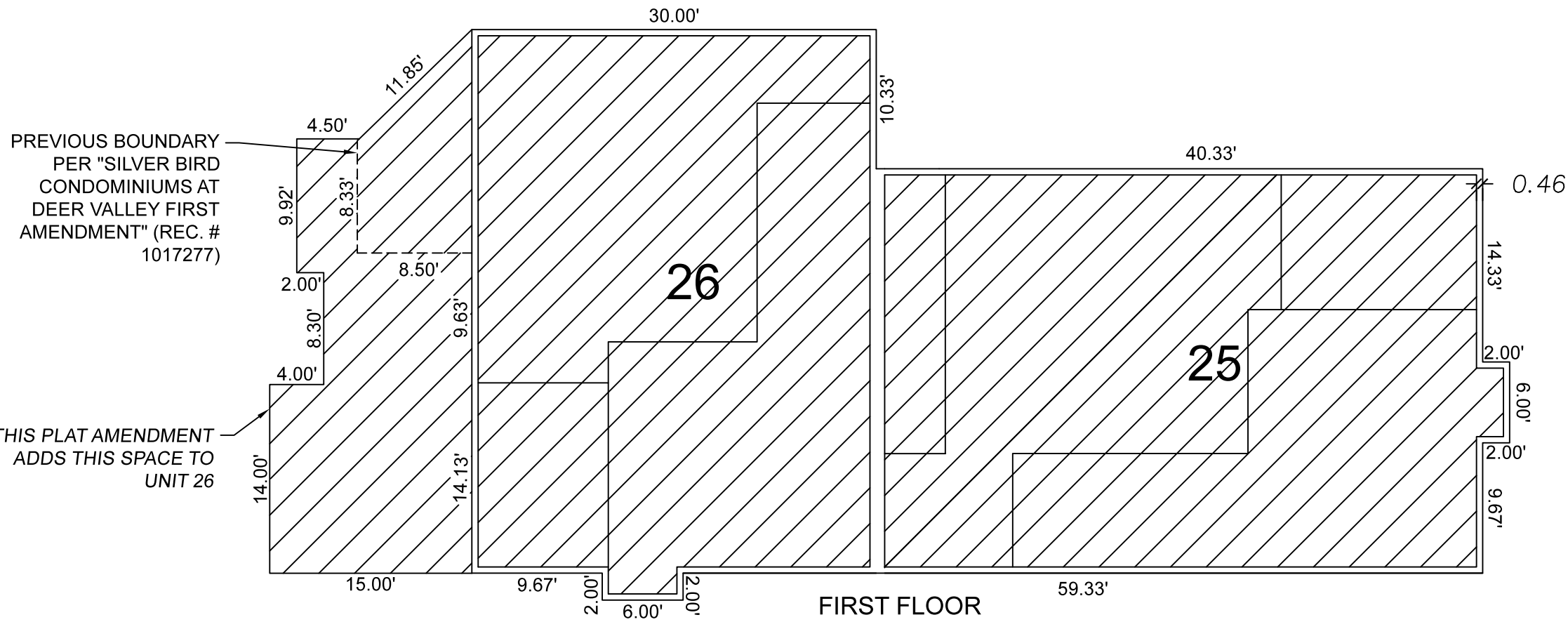
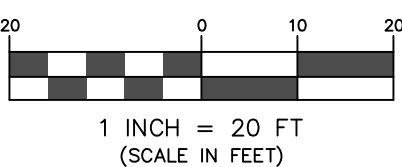
NOTES

- DIMENSIONS SHOWN ARE TO UNFINISHED SURFACES OF THE BOUNDING WALLS.
- SQUARE FOOTAGES OF UNIT 26 SHOWN BELOW INCLUDE THE GARAGE AREA OF UNIT 26

UNIT 26
NEW TOTAL PRIVATE AREA = 3880 SQ. FT.
AREA TRANSFERRED FROM COMMON TO PRIVATE = 559.62 SQ. FT.



ELEVATIONS



PARK CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS
____ DAY OF _____, 2021.

CHAIR

PARK CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH THE INFORMATION ON FILE
IN THE OFFICE OF THE PARK CITY ENGINEERING DEPT. ON THIS ____ DAY
OF _____, 2021.

CITY ENGINEER

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO THE SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY
OF _____, 2021.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PARK CITY ATTORNEY

APPROVED AS TO FORM ON THIS ____ DAY OF _____
2021.

CITY ATTORNEY

CITY COUNCIL APPROVAL

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON
THIS ____ DAY OF _____, 2021.

MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THAT THIS PLAT AMENDMENT WAS APPROVED BY THE
PARK CITY COUNCIL ON THIS ____ DAY OF _____
2021.

CITY RECORDER

RECORDER

ENTRY NO. _____ BOOK _____ PAGE _____

STATE OF UTAH, COUNTY OF SUMMIT

DATE
RECORDED AT THE REQUEST OF _____

SUMMIT COUNTY RECORDER

SILVER BIRD CONDOMINIUMS
AT DEER VALLEY
THIRD AMENDMENT
EXHIBIT #1



AERIAL PHOTO OF SUBJECT PROPERTY



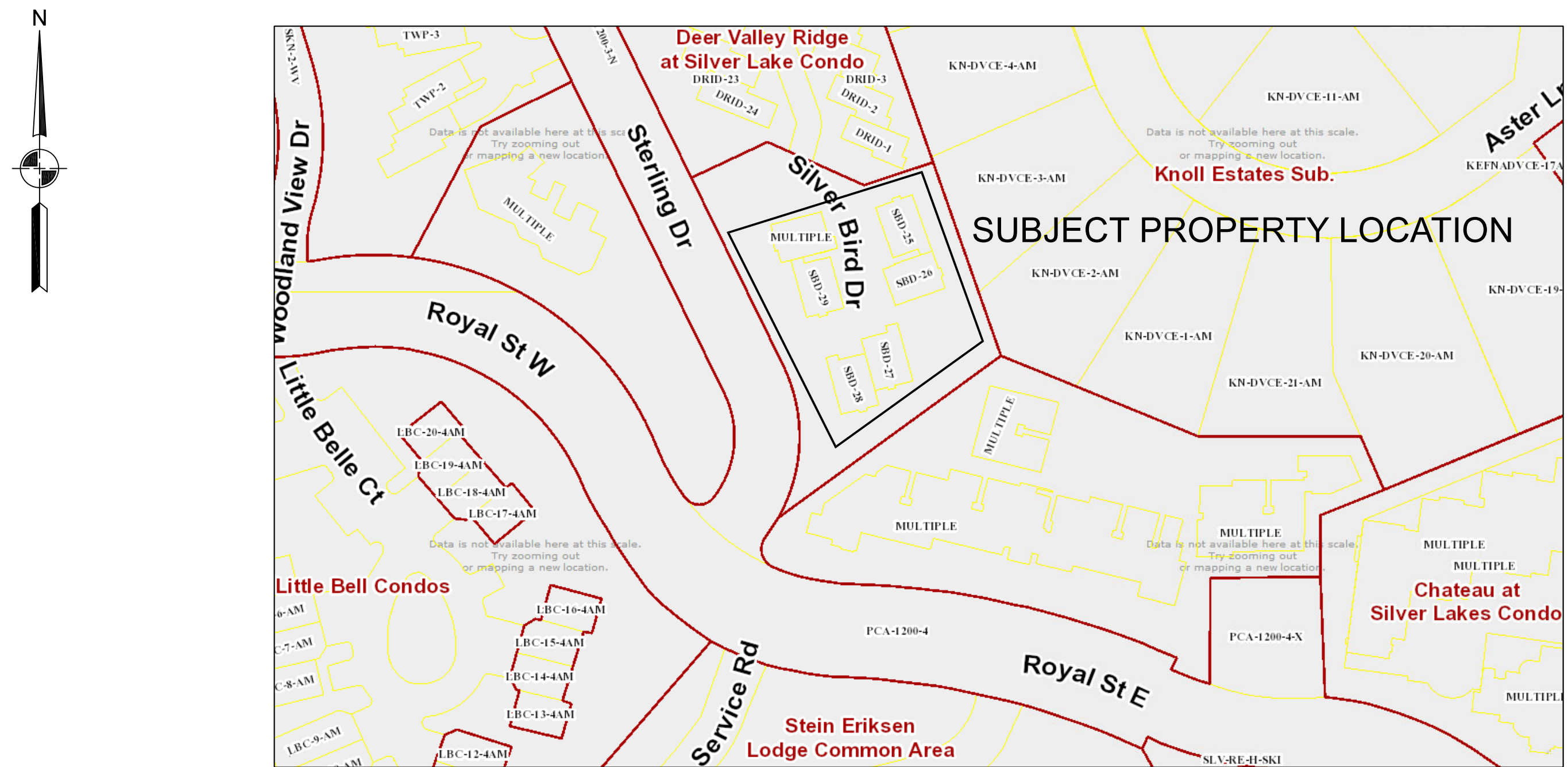
UNIT 26 EAST VIEW



UNIT 26 SOUTH VIEW



UNIT 26 WEST VIEW



SURROUNDING PROPERTIES MAP

BUILDING CODE REQUIREMENTS FOR HOT TUB INSTALLATIONS

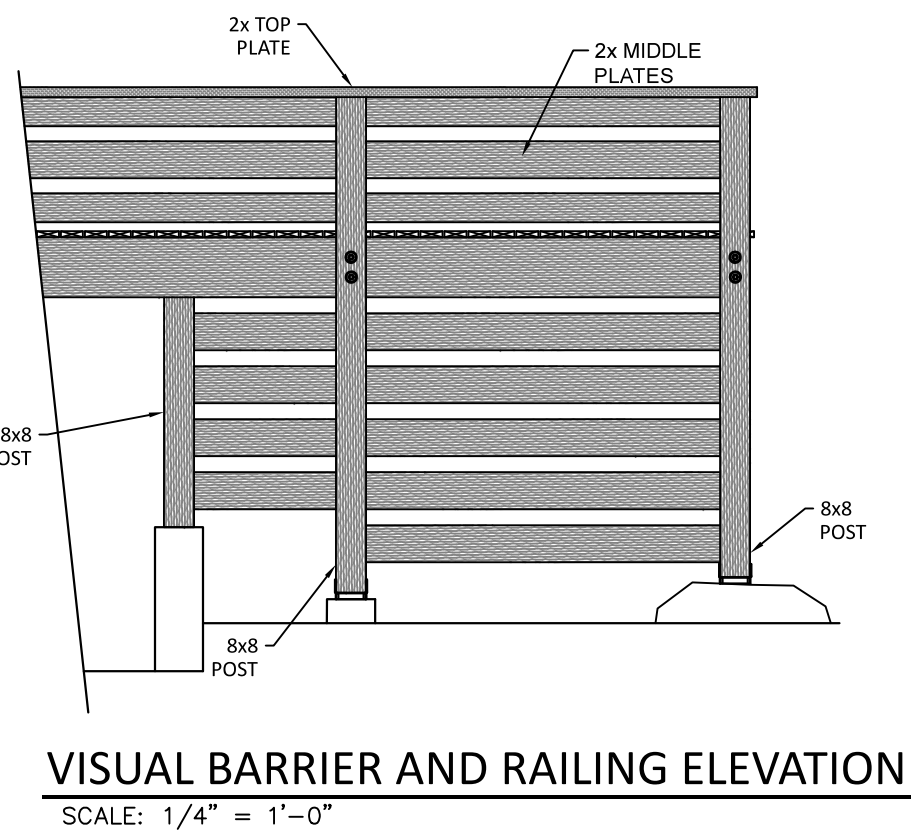
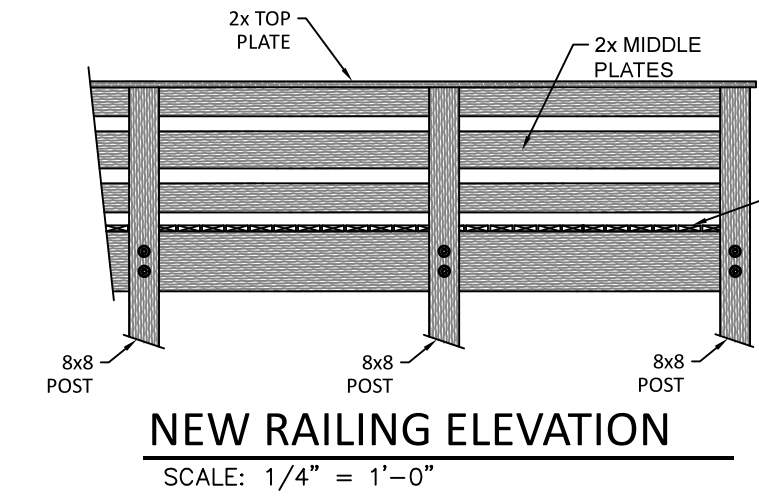
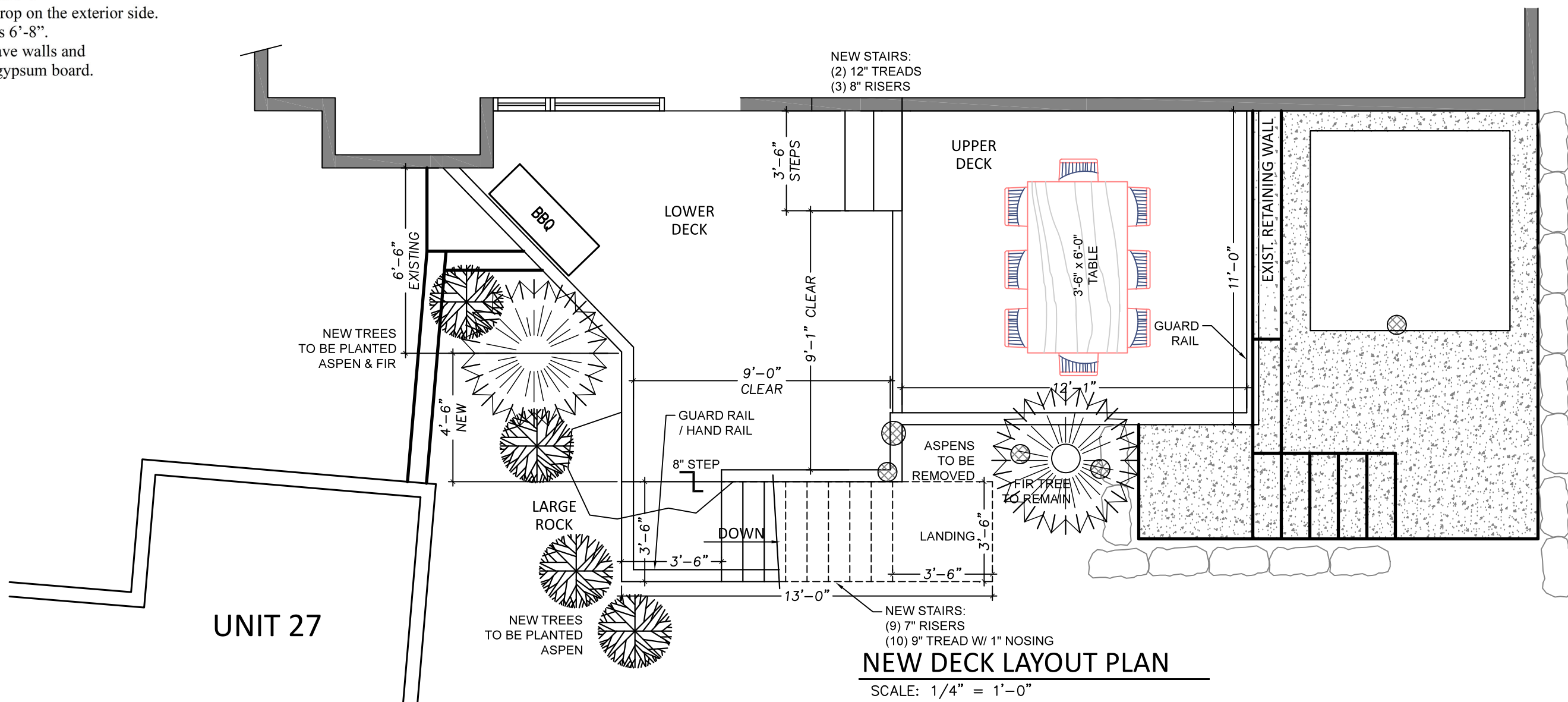
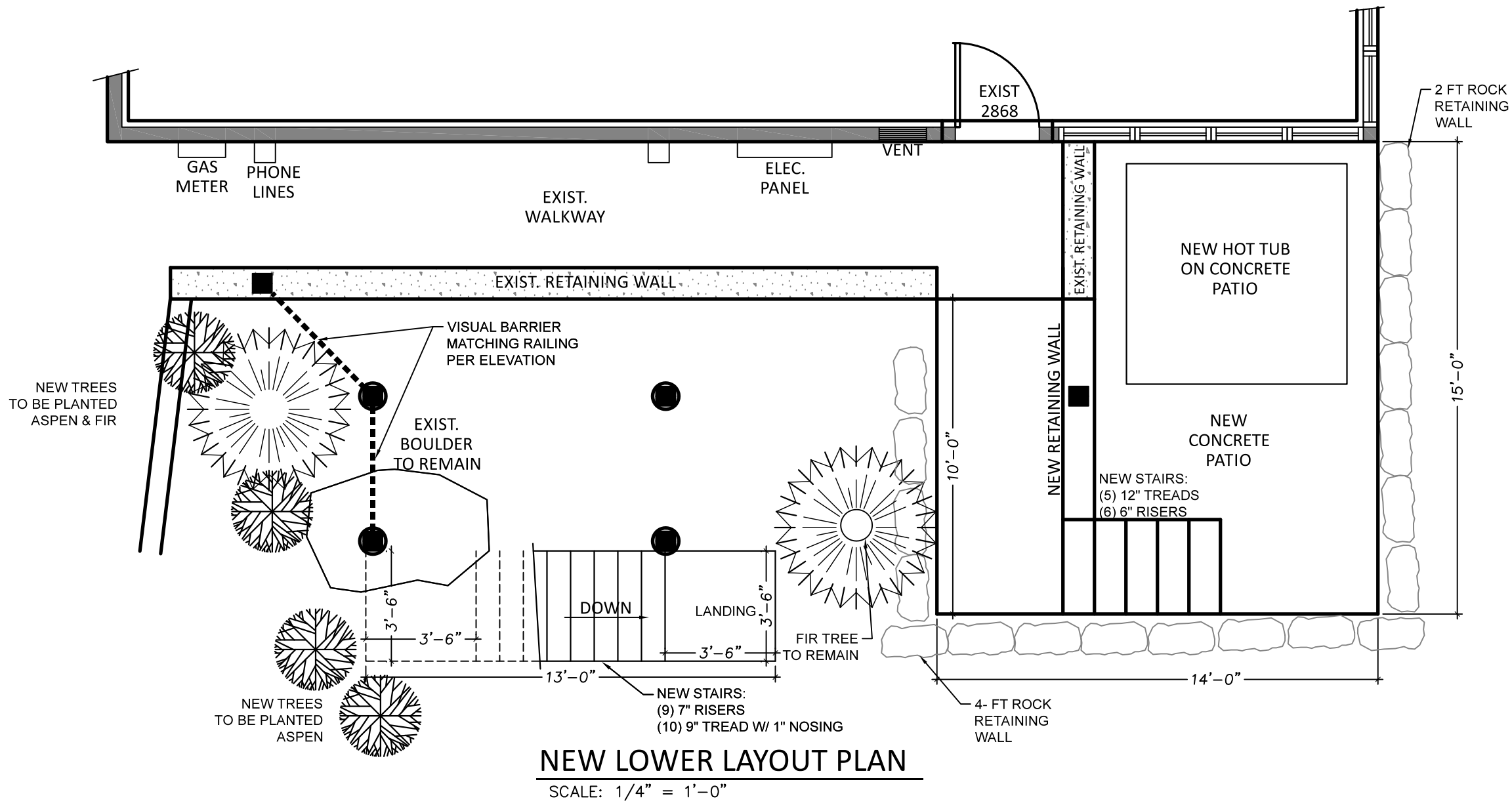
- Existing or new glazing in walls or fences within 5-ft horizontally of the water's edge and less than 5-ft above the floor or deck surface on the tub side of the glazing must be tempered safety glazing.
- All hot tub installations require a separate electrical permit.
- Outdoor installations shall comply with 2014 NEC Article 680, parts 1 & 2 and 680-24 & 680-42.
- Indoor installations shall comply with Article 680-40 and 680-43.
- At least one 15-A or 20A 125V receptacle outlet shall be located a minimum of 6-ft and maximum of 15-ft from the inside wall of the hot tub or spa.
- Other receptacles must be located not less than 6-ft horizontally from the inside walls of the hot tub.
- All outlets within 10-ft of the hot tub shall be GFCI-protected.
- Receptacles that provide power to a hot tub must be GFCI-protected.
- Lighting fixtures (luminaires) and ceiling fans shall not be installed within 5-ft of the tub/spa as measured horizontally from the inside wall of the tub, unless they meet the following requirements:
 - Not be less than 7.5-ft above a hot tub if GFCI protection is provided.
 - Not be less than 12-ft above a hot tub if GFCI protection is not provided.
 - May be less than 7.5-ft above a hot tub if GFCI protection is provided and
 - recessed luminaires with a glass or plastic lense, non-metallic or electrically isolated metal trim, and suitable for use in damp locations.
 - surface-mounted luminaires with a glass or plastic globe, a non-metallic body, or a metallic body isolated from contact, and suitable for use in damp locations.
- Switches must be located not less than 5-ft, measured horizontally, from the inside walls of the hot tub.
- A disconnecting means shall be located a minimum of 5-ft horizontally from the inside walls of the pool, spa, or hot tub and within sight of its equipment.

PROJECT NARRATIVE: THE PURPOSE OF THIS PROJECT IS TO ADD A PATIO AND TO EXTEND A DECK ON AN EXISTING CONDO.

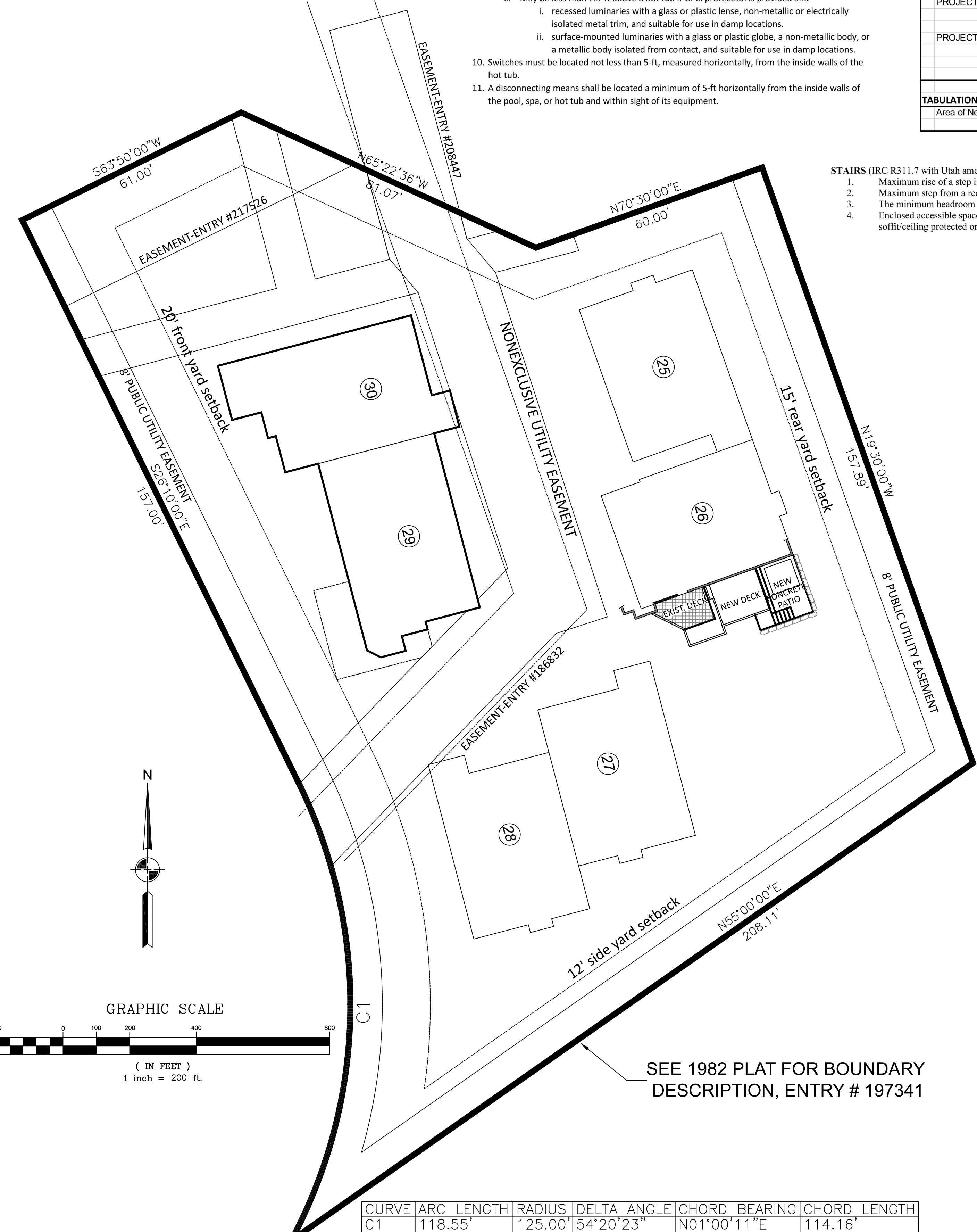
PROJECT INFORMATION			
PROJECT NAME:	Deck Extension		
OWNER/APPLICANT:	J. Chip & Jodene Wright 1841 Port Abbey Newport Beach, CA 92660		
PARCEL NUMBER:	SBD-26-1AM		
PROJECT LOCATION:	7374 Silver Bird Dr. Park City, UT		
PROJECT ENGINEER	Michael P Johnston, SE Summit Engineering Group, Inc. 435-654-9229		
TABULATIONS			
Area of New Deck =	208	sq.ft.	

STAIRS (IRC R311.7 with Utah amendments)

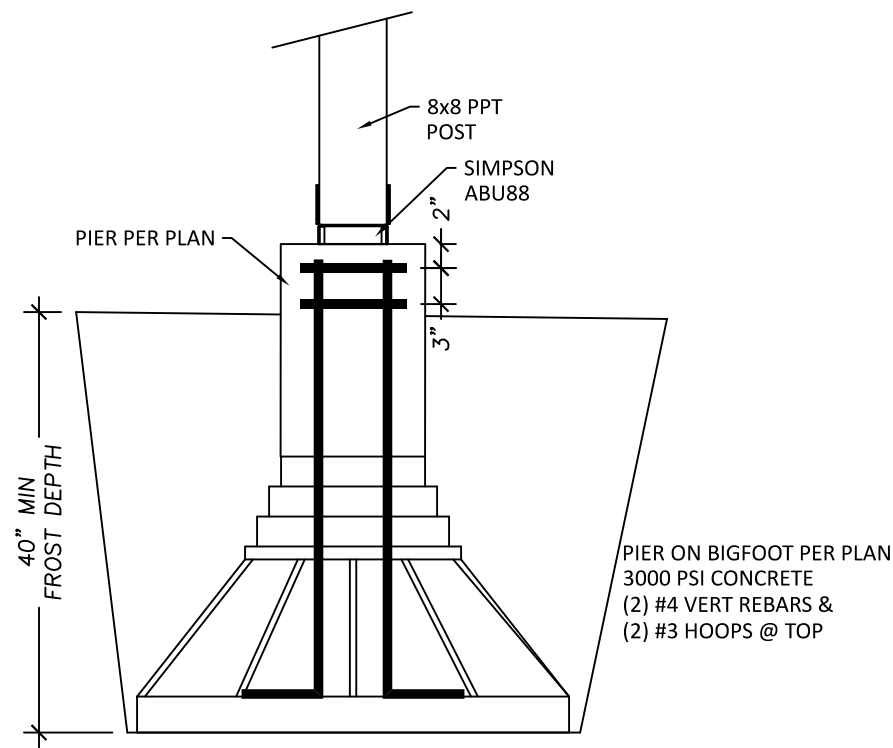
- Maximum rise of a step is 8". Minimum tread width is 9".
- Maximum step from a required egress door is 7.75" drop on the exterior side.
- The minimum headroom vertically from nosing line is 6'-8".
- Enclosed accessible space below the stairway shall have walls and soffit/ceiling protected on the enclosed side with ½" gypsum board.



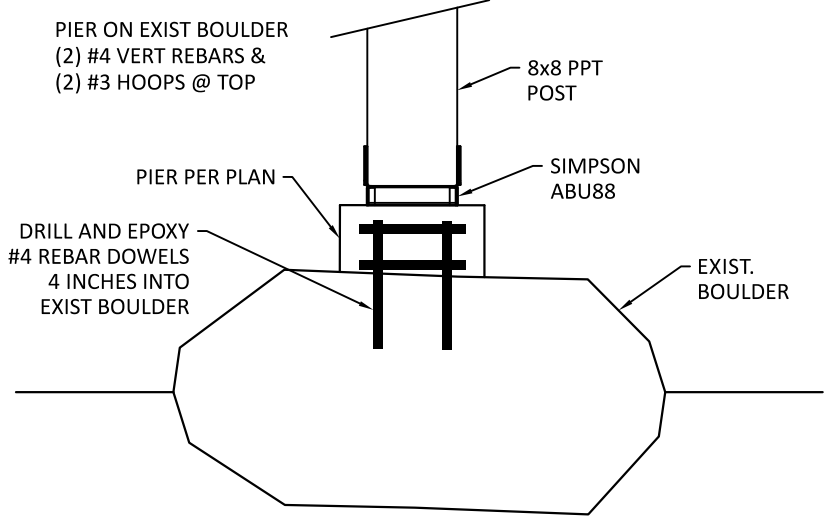
- HANDRAILS & GUARDRAILS** (IRC R311.7.7 and R312)
- A continuous handrail is required along each stairway, from a point directly above the bottom riser to a point directly above the top riser. Handrail height shall be 34" – 38" above the nosing of the steps. Each end of the handrail shall terminate in a safety terminal or return to the wall. Handgrip shall have a circular cross-section between 1 ¼" and 2" in diameter. Other handrail shapes that provide an equivalent grasping surface are permissible. Minimum space between a handrail and the adjacent wall shall be 1.5". A guardrail not less than 36" high is required where any step is greater than 30" above the floor or grade below.
 - A guardrail not less than 36" high is required where any floor, porch, deck, or balcony is greater than 30" above finish grade.
 - The maximum clear opening between intermediate rails shall be less than 4". Required guards shall not be constructed with horizontal rails that result in a ladder effect. (The triangular opening formed by the riser, tread, and bottom rail of a guard is permitted to be larger, but not allow a 6" sphere to pass through.



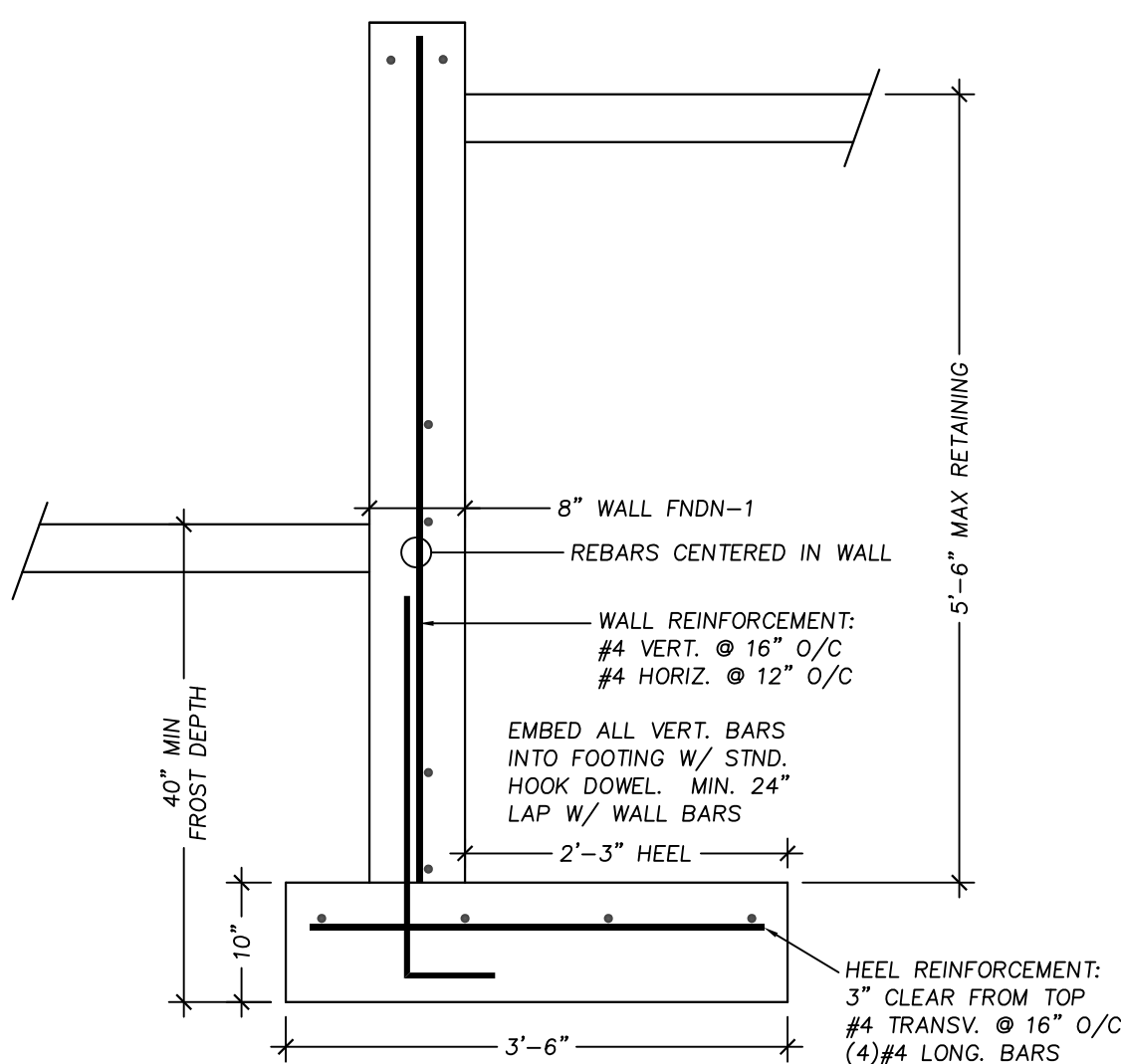
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	118.55'	125.00'	54°20'23"	N01°00'11"E	114.16'



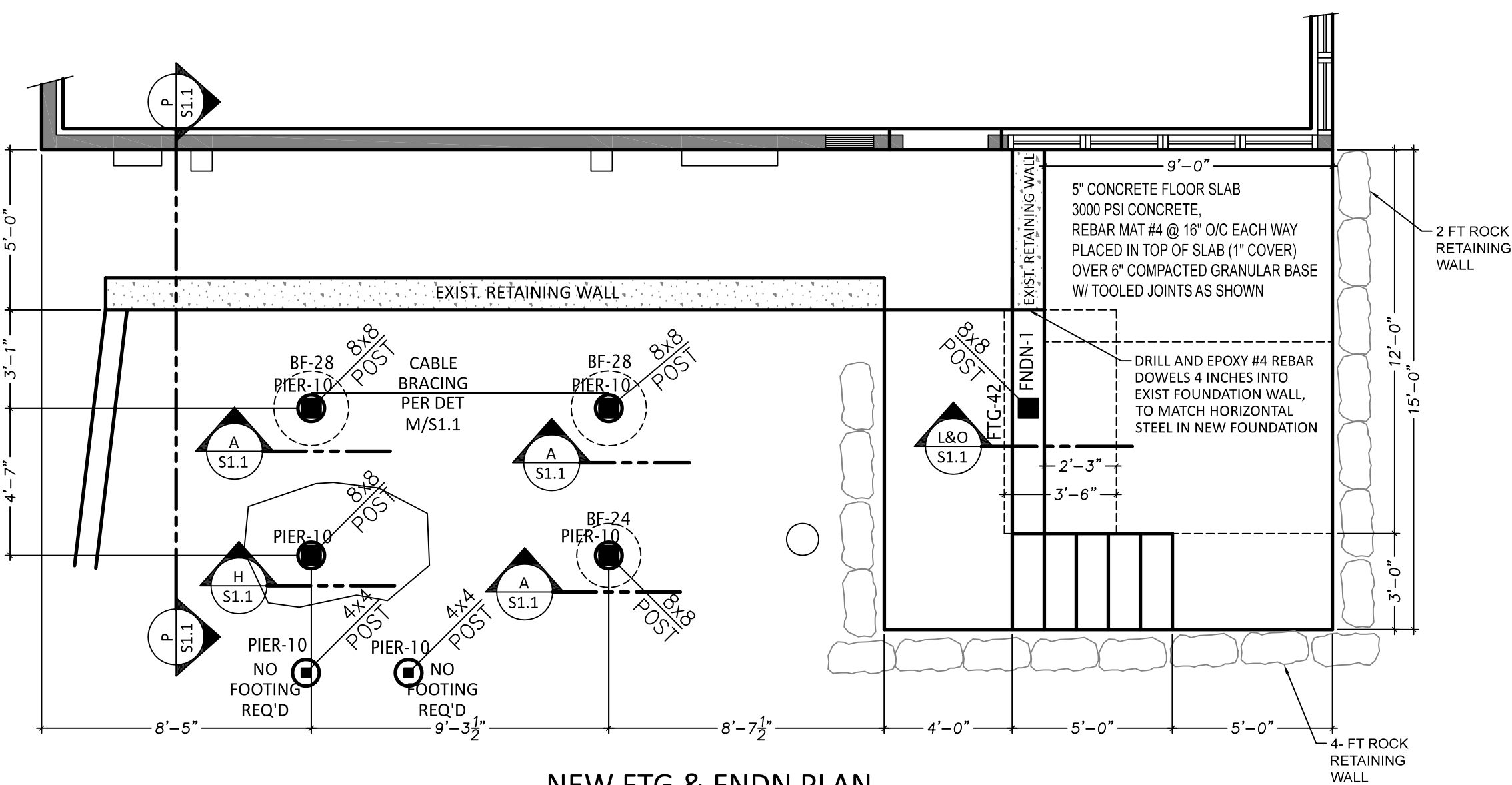
A BIGFOOT DETAIL



H BIGFOOT DETAIL

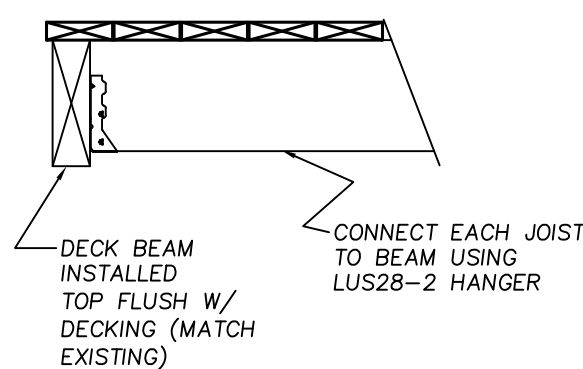


O RETAINING WALL FTG-42

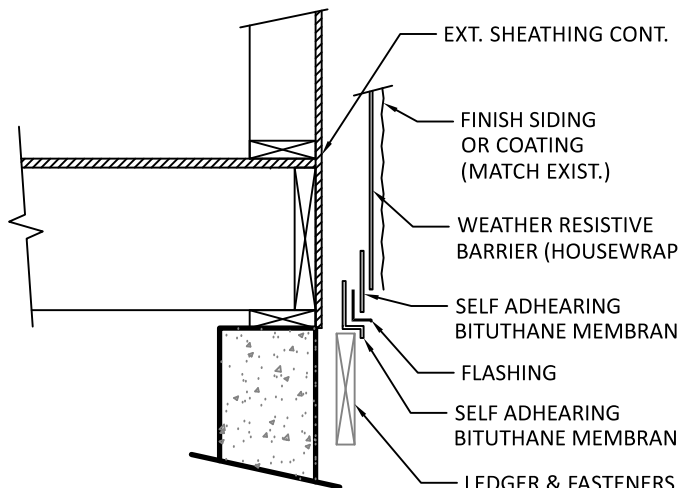


NEW FTG & FNDN PLAN

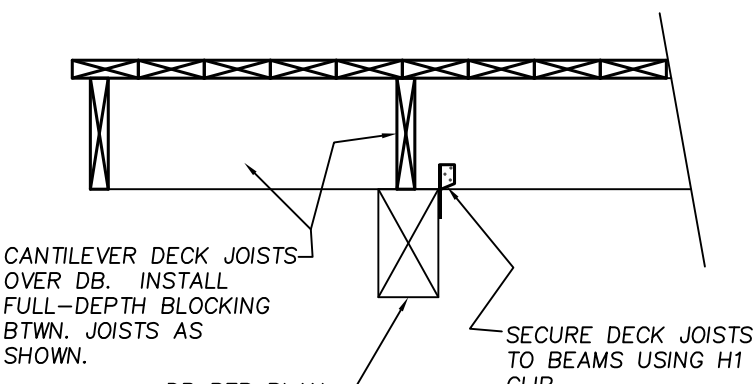
SCALE: 1/4" = 1'-0"



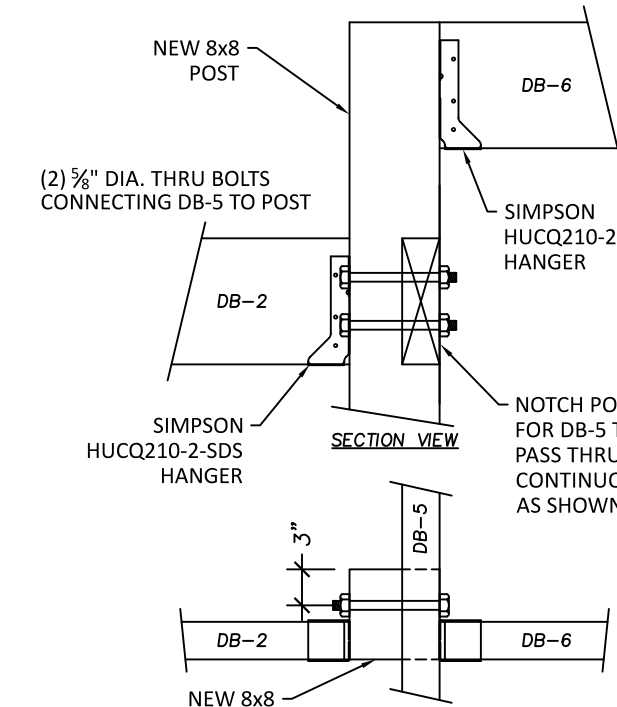
B DECK JOISTS AT NEW DECK BEAM



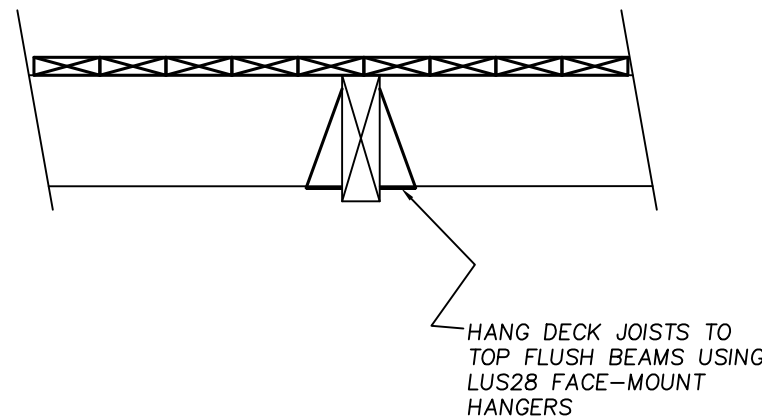
C LEDGER FLASHING - EXPLODED VIEW NTS



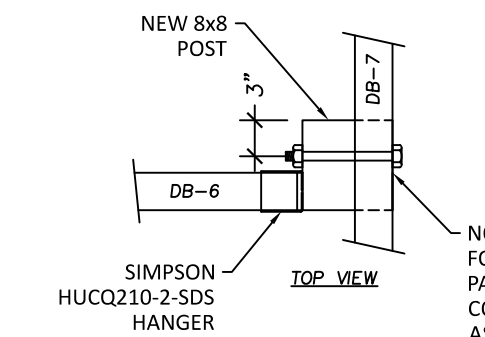
I CANT DECK JOIST CONNECTION TO DB



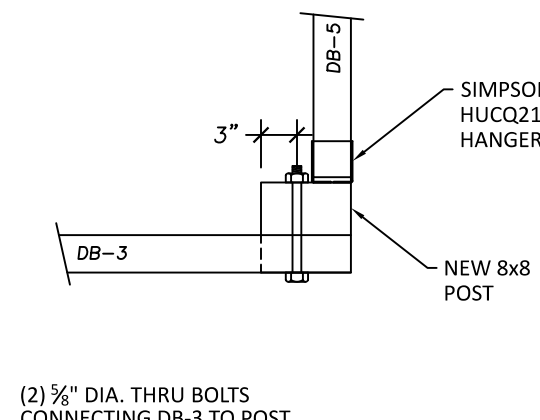
J DB-2, DB-5 & DB-6 AT POST



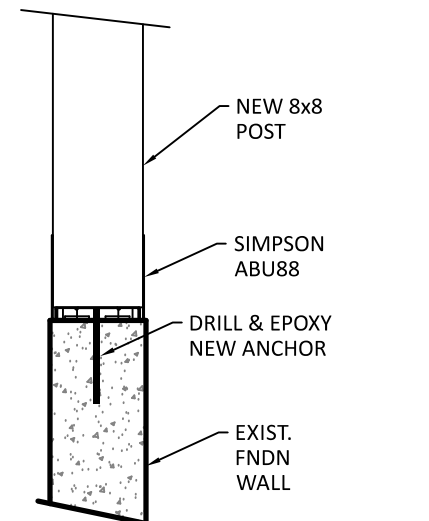
D TYP. DECK JOIST CONNECTION TO DB-2



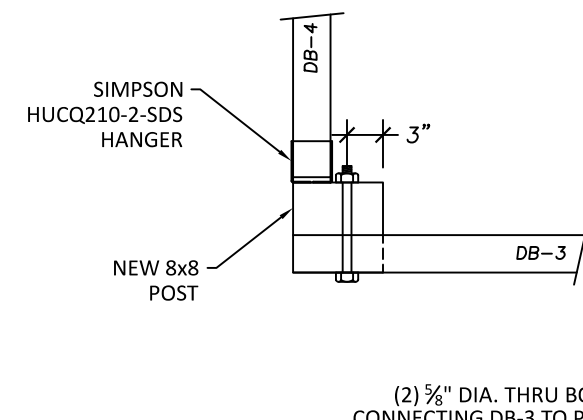
K DB-6 & DB-7 AT POST



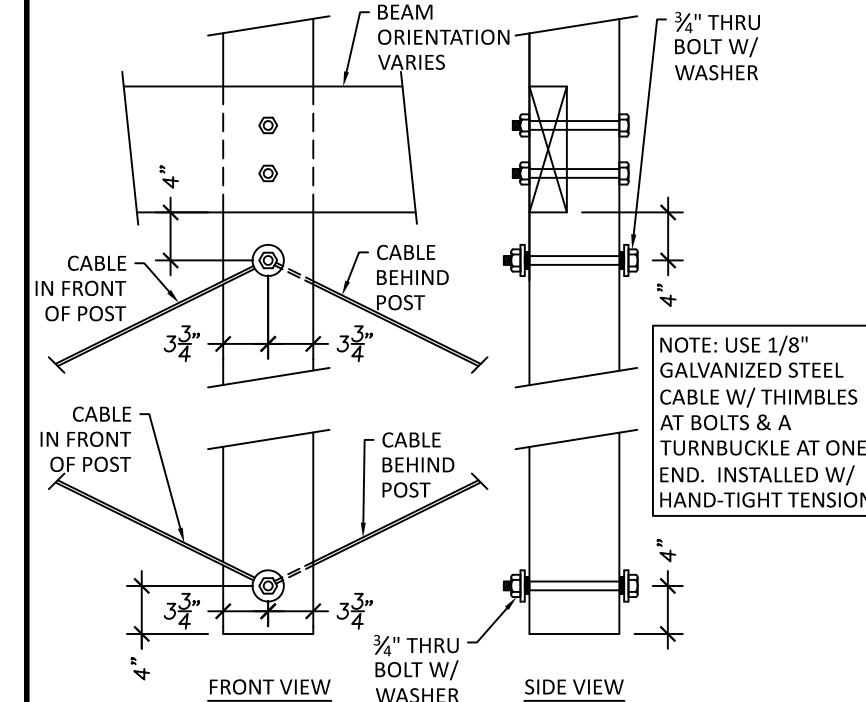
E DB-3 & DB-5 AT POST



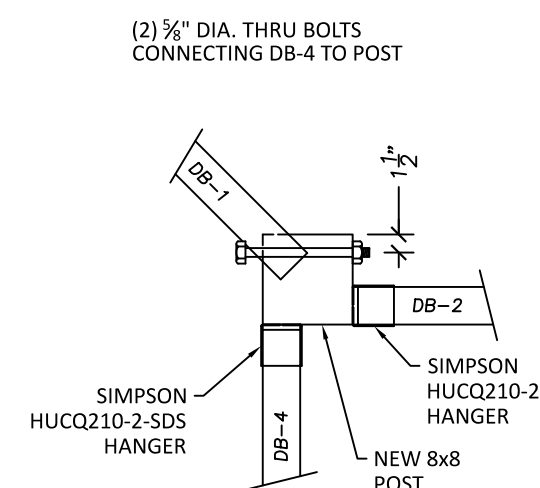
L NEW POST ON NEW. FNDN



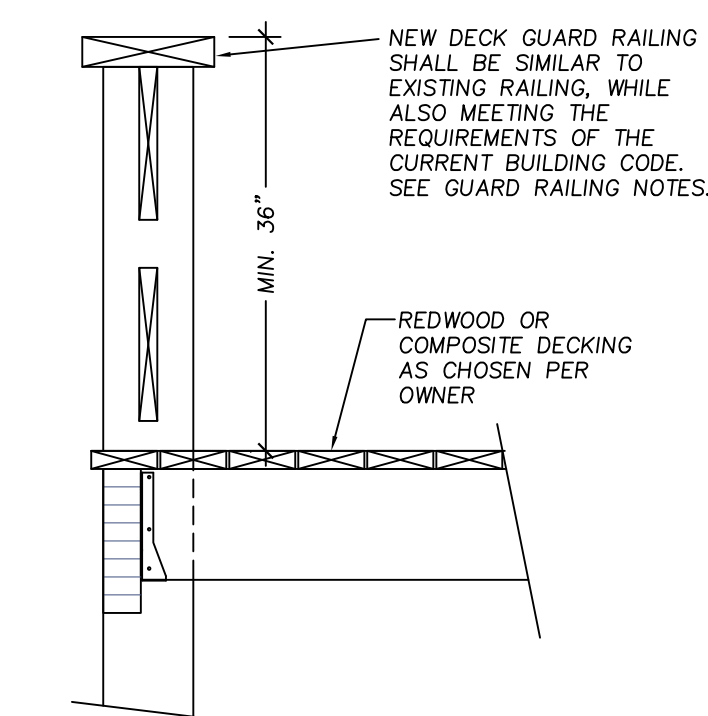
F DB-3 & DB-4 AT POST



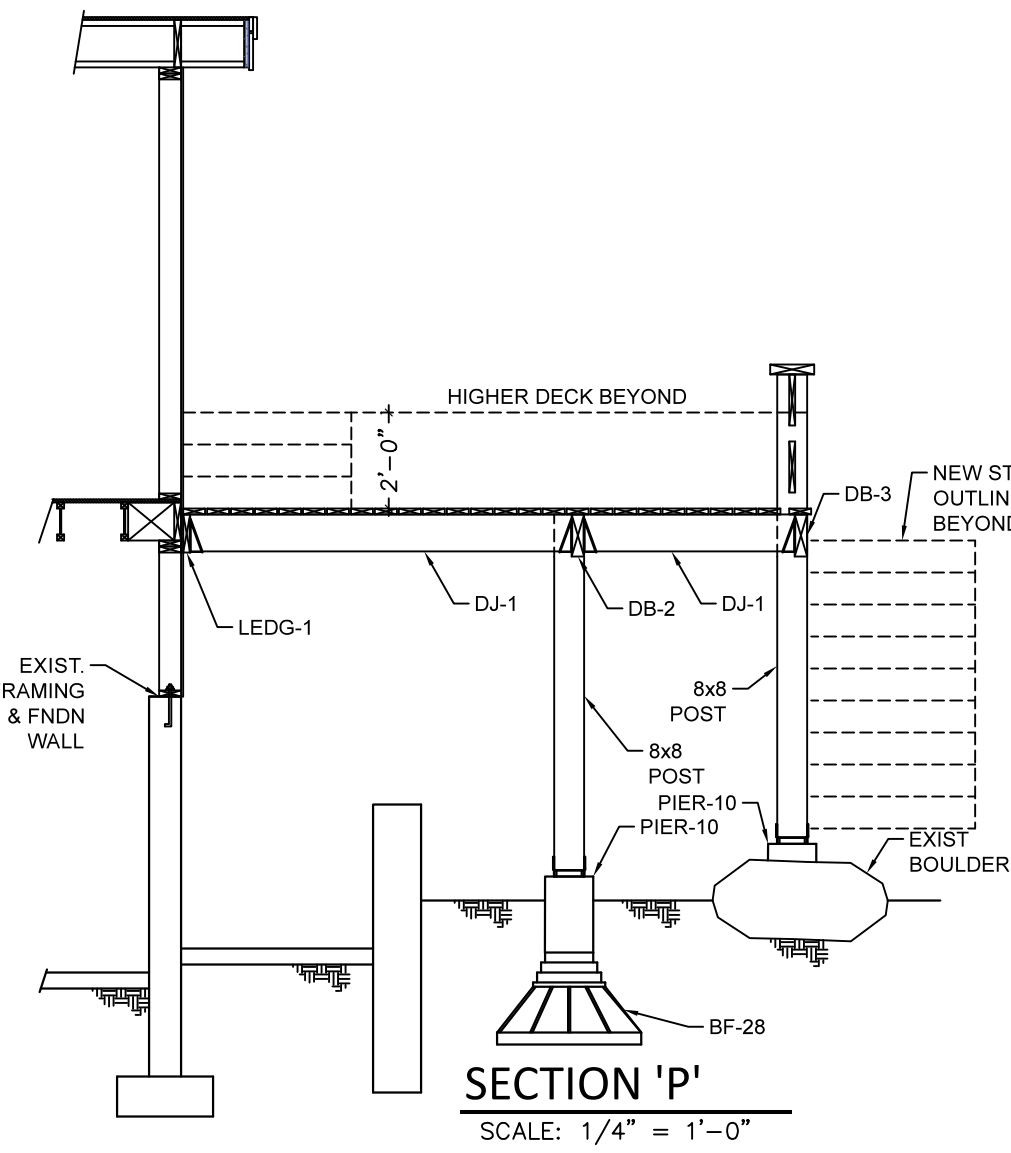
M DECK BEAM AT TIMBER POSTS



G DB-1, DB-2 & DB-4 AT POST



N NEW RAILING



GENERAL FOOTING & FOUNDATION NOTES:

1. A soil investigation has not been performed at this site. Contractor shall verify that natural soils are sand, silty sand, or gravel, with no clays or organic materials present. Contractor shall inform the engineer if any other soil types are present before placing footings.
2. Base allowable soil bearing pressure = 2000 psf as per 2018 IBC, Table 1805.2
3. The base of all exterior footings shall bear at a minimum of 40" below finish grade, or deeper if required by the building inspector.
4. All footings shall bear 12" minimum into undisturbed earth or on engineered fill placed in 6" lifts and compacted to minimum 95% of maximum relative density based on ASTM D-1557
5. No footings shall be placed in water or on frozen ground.
6. All concrete work and concrete reinforcement shall conform to ACI 318-08
7. Concrete for all footings shall have minimum compressive strength of 3000 psi at 28 days.
8. Concrete for all walls, piers, columns, and slabs shall have minimum compressive strength of 3000 psi at 28 days.
9. Concrete for exterior slabs shall have a minimum air content of 6%.
10. All concrete reinforcing steel shall be deformed bars conforming to ASTM A-615 grade 60.

SPECIFICATIONS:

MARK	SIZE	REINFORCEMENT		REMARKS
		WIDTH x LENGTH x THICK	LONGIT. TRANSVERSE	
BF-24	BIGFOOT BF-24	none	none	
BF-28	BIGFOOT BF-28	none	none	
FTG-42	42" x contin. x 10"	(4) #4	#4 @ 16" o/c	27" heel

- NOTES:
1. Rebars placed at center of footing unless noted otherwise
 2. Grade 60 steel, min. 3000 psi concrete unless noted otherwise
 3. Run all w all ftg. steel continuous through spread ftgs.

MARK	SIZE	REINFORCEMENT		REMARKS
		THICKNESS	VERTICAL HORIZONTAL	
PIER-10	10" DIA.	(2) #4	(2) #3 hoops at top	
FNDN-1	8"	#4 @ 16" o/c	#4 @ 12" o/c	Retaining wall

- NOTES:
1. Rebars centered in wall unless noted otherwise
 2. Grade 60 steel, min. 3000 psi concrete unless noted otherwise
 3. All vertical steel doweled to footing w/ std. hook, min. 40 bar diameter lap w/ th w all steel

MARK	SIZE	TYPE	BEARING	CONNECTION		REMARKS
				SPACING	REMARKS	
DB-1	(2) 2 x 10	#2 DF-L	1.5"	LUS 2B-SDS	skewed hanger, TOP FLUSH	
DB-2	(2) 2 x 10	#2 DF-L	1.5"	HUCQ210-2-SDS	TOP FLUSH	
DB-3	3 1/8 x 10 1/2	GLULAM	1.5"	framing	TOP FLUSH	
DB-4	3 1/8 x 10 1/2	GLULAM	1.5"	HUCQ210-2-SDS	TOP FLUSH	
DB-5	3 1/8 x 10 1/2	GLULAM	1.5"	HUCQ210-2-SDS	TOP FLUSH	
DB-6	3 1/8 x 10 1/2	GLULAM	1.5"	HUCQ210-2-SDS	Dropped	
DB-7	3 1/8 x 10 1/2	GLULAM	1.5"	framing	TOP FLUSH	
DB-8	(2) 2x4	#2 DF-L	1.5"	LUS24-2		

- Note #1 GLULAM beams shall be Architectural grade type 24F-V4 (1.8E) unless noted otherwise.
- * - H-CLEAR if preservative treatment is a special order w/ 4 week lead time

MARK	SIZE	TYPE	SPACING	REMARKS	HANGER
DJ-1	2 x 10	#2 DF-L	16" o/c		LU28 / LSSRT 812
DJ-2	2 x 4	#2 DF-L	16" o/c		LU24
LEDGER-1	2 x 10	#2 DF-L	Attach to solid framing w/ (3) rows Simpson SDS 1/4" x 3.5" screws @ 16" o/c		

- Note #1 All dimension lumber to be grade #2 DF-L unless specifically noted otherwise.
- Note #2 Place full-depth blocking between joists at all bearing points (or rim joist at exterior w walls).

55 WEST CENTER STREET
P.O. BOX 176
HEBER CITY, UTAH 84032
PHONE: 435.654.9229
FAX: 435.654.9231

Summit Engineering Group Inc.
Structural • Civil • Surveying



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DATE ISSUED
MAY 6, 2021

REVISION DATES

1	--/--/--
2	
3	

WRIGHT DECK & PATIO REMODEL
7374 SILVER BIRD DR, PARK CITY, UT

STRUCTURAL PLANS

PROJECT NO.
S19-014

SHEET NO.
S1.1

May 18, 2021

To Park City Planning Dept.,

This letter is to certify that I, David C. Oxman, acting in my capacity as a member of the Management Committee of and Secretary of the Silver Bird Home Owner's Association, confirm that:

1. The Management Committee of Silverbird Homeowners Association has notified the owner(s) of each unit within Silver Bird Condominiums of the proposed conversion of some Common Area to Private Area of Unit 26;
2. all the owners of Silver Bird Condominiums have voted unanimously to approve the proposed change; and
3. this vote meets the requirements of the Condominium Declaration and By-Laws of Silver Bird Condominiums.

BY: _____

David C. Oxman, Silver Bird HOA Secretary

ACKNOWLEDGEMENT

State of Connecticut
County of Fairfield

On the 18 day of May, 2021 personally appeared before me David C. Oxman, who did say that he is a member of the Management Committee of and is the Secretary of the Silver Bird Home Owners Association, and that this instrument was signed on behalf of said Homeowners Association, and he acknowledged to me that he executed the same.

WITNESS my hand and official stamp:

Notary Public

My commission expires: _____

DONALD MIGLIARDI
Notary Public, Fairfield County
My Comm. Exp. January 31, 2025

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Resolution RDA 02-2021, a Resolution Adopting the Fiscal Year 2021 Revised Budget and the Fiscal Year 2022 Budget for Park City Redevelopment Agency
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[RDA Budget Resolution](#)

[Exhibit A: Budget Report](#)

Resolution No. RDA 02-2021

**A RESOLUTION ADOPTING THE FISCAL YEAR 2021 REVISED BUDGET
AND THE FISCAL YEAR 2022 BUDGET
FOR PARK CITY REDEVELOPMENT AGENCY**

WHEREAS, Utah State law requires that city budgets be adopted; and

WHEREAS, a public hearing was held on May 13, May 27, June 17, and June 24, 2021 at the City Council's regularly scheduled meetings and a public hearing was held during the Redevelopment Agency's special meeting on June 24, 2021, complying with State law;

NOW, THEREFORE BE IT RESOLVED by the Redevelopment Agency of Park City, Utah that:

SECTION 1. 2021 REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 13, 2021 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2021 Redevelopment Agency Revised Budget for Park City, Utah.

SECTION 2. 2022 BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 13, 2021 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2022 Redevelopment Agency Budget for Park City, Utah.

SECTION 3. EFFECTIVE DATE. Section 1 for the 2021 Revised Budget shall take effect upon publication and Section 2 for the 2022 Budget shall take effect on July 1, 2021.

PASSED AND ADOPTED the 24th day of June, 2021.

PARK CITY REDEVELOPMENT AGENCY

Chairman Andy Beerman

Attest:

Michelle Kellogg, Secretary

Approved as to form:

City Attorney's Office

Expenditure Summary by Fund and Major Object (FY 2021 Original Budget)

Description	Personnel FY 2021	Mat, Supplies, Services FY 2021	Capital FY 2021	Debt Service FY 2021	Contingency FY 2021	Sub - Total FY 2021	Interfund Transfer FY 2021	Ending Balance FY 2021	Total FY 2021
Park City Municipal Corporation									
011 GENERAL FUND	\$23,607,514	\$8,106,143	\$307,620	\$0	\$700,000	\$32,721,277	\$2,834,061	\$7,504,960	\$43,060,298
012 QUINNS RECREATION COMPLEX	\$902,829	\$348,835	\$1,000	\$0	\$0	\$1,252,664	\$0	\$-6,033,938	\$-4,781,273
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 DRUG CONFISCATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$37,534,575	\$0	\$0	\$37,534,575	\$3,580,329	\$3,128,714	\$44,243,618
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,460,138	\$0	\$0	\$1,460,138	\$0	\$7,429	\$1,467,567
051 WATER FUND	\$3,258,424	\$3,589,138	\$40,896,797	\$1,028,266	\$0	\$48,772,625	\$1,773,085	\$4,484,094	\$55,029,804
052 STORM WATER FUND	\$607,137	\$290,025	\$1,221,500	\$0	\$0	\$2,118,662	\$127,425	\$58,813	\$2,304,900
055 GOLF COURSE FUND	\$899,687	\$486,435	\$114,565	\$24,283	\$0	\$1,524,970	\$134,913	\$26,248	\$1,686,131
057 TRANSPORTATION & PARKING FUND	\$8,902,923	\$2,268,672	\$8,281,094	\$0	\$0	\$19,452,689	\$3,334,501	\$2,187,998	\$24,975,188
058 PARKING FUND	\$849,924	\$707,900	\$125,000	\$0	\$0	\$1,682,824	\$8,000	\$2,338,730	\$4,029,554
062 FLEET SERVICES FUND	\$995,989	\$1,853,155	\$0	\$0	\$0	\$2,849,144	\$0	\$864,661	\$3,713,805
064 SELF INSURANCE FUND	\$0	\$1,733,060	\$0	\$0	\$0	\$1,733,060	\$0	\$493,142	\$2,226,202
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$5,040,066	\$0	\$5,040,066	\$0	\$27,906,245	\$32,946,311
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$7,699,000	\$0	\$7,699,000	\$0	\$2,581,847	\$10,280,847
Total Park City Municipal Corporation	\$40,024,428	\$19,383,363	\$89,942,289	\$13,791,615	\$700,000	\$163,841,695	\$11,792,314	\$45,548,943	\$221,182,953
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$31,958	\$692,300	\$0	\$0	\$0	\$724,258	\$3,092,532	\$2,689,797	\$6,506,587
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$700,000	\$994,151	\$2,149,151
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$255,000	\$0	\$0	\$255,000	\$2,782,840	\$340,776	\$3,378,616
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$0	\$0	\$0	\$0	\$1,046,777	\$5,853	\$1,052,630
Total Park City Redevelopment Agency	\$31,958	\$1,147,300	\$255,000	\$0	\$0	\$1,434,259	\$7,622,149	\$4,030,577	\$13,086,985
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440,916	\$440,916
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440,916	\$440,916
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$40,056,387	\$20,530,663	\$90,197,289	\$13,791,615	\$700,000	\$165,275,954	\$19,414,463	\$50,020,436	\$234,710,853

Expenditure Summary by Fund and Major Object (FY 2021 Adjusted Budget)

Description	Personnel FY 2021	Mat, Supplies, Services FY 2021	Capital FY 2021	Debt Service FY 2021	Contingency FY 2021	Sub - Total FY 2021	Interfund Transfer FY 2021	Ending Balance FY 2021	Total FY 2021
Park City Municipal Corporation									
011 GENERAL FUND	\$23,810,858	\$11,948,355	\$335,320	\$0	\$700,000	\$36,794,534	\$2,880,849	\$14,053,298	\$53,728,681
012 QUINNS RECREATION COMPLEX	\$860,060	\$355,485	\$1,000	\$0	\$0	\$1,216,545	\$0	\$-5,727,889	\$-4,511,343
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$35,773	\$0	\$0	\$35,773	\$0	\$0	\$35,773
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$23,168	\$0	\$0	\$23,168	\$0	\$0	\$23,168
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$86,741,120	\$0	\$0	\$86,741,120	\$3,589,254	\$8,076,937	\$98,407,311
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$2,577,863	\$0	\$0	\$2,577,863	\$0	\$313,515	\$2,891,378
051 WATER FUND	\$3,258,424	\$3,589,138	\$75,214,366	\$5,567,426	\$0	\$87,629,353	\$1,777,085	\$861,624	\$90,268,063
052 STORM WATER FUND	\$607,137	\$290,025	\$1,578,834	\$0	\$0	\$2,475,996	\$127,775	\$453,808	\$3,057,579
055 GOLF COURSE FUND	\$899,687	\$486,435	\$313,682	\$24,283	\$0	\$1,724,087	\$134,513	\$740,043	\$2,598,643
057 TRANSPORTATION & PARKING FUND	\$8,909,323	\$2,268,672	\$18,855,935	\$0	\$0	\$30,033,931	\$3,043,501	\$6,035,444	\$39,112,876
058 PARKING FUND	\$849,924	\$707,900	\$250,000	\$0	\$0	\$1,807,824	\$16,500	\$1,282,502	\$3,106,826
062 FLEET SERVICES FUND	\$995,989	\$1,853,155	\$0	\$0	\$0	\$2,849,144	\$0	\$638,176	\$3,487,320
064 SELF INSURANCE FUND	\$0	\$2,583,060	\$0	\$0	\$0	\$2,583,060	\$0	\$522,814	\$3,105,874
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$7,454,365	\$0	\$7,454,365	\$0	\$26,123,690	\$33,578,055
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$9,522,280	\$0	\$9,522,280	\$0	\$1,680,641	\$11,202,921
Total Park City Municipal Corporation	\$40,191,403	\$24,082,225	\$185,927,060	\$22,568,354	\$700,000	\$273,469,043	\$11,569,477	\$55,054,603	\$340,093,124
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$31,958	\$692,300	\$0	\$0	\$0	\$724,258	\$3,092,532	\$1,480,029	\$5,296,819
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$1,200,000	\$812,130	\$2,467,130
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$2,505,623	\$0	\$0	\$2,505,623	\$2,780,340	\$417,505	\$5,703,468
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$397,971	\$0	\$0	\$397,971	\$1,046,777	\$490,567	\$1,935,315
Total Park City Redevelopment Agency	\$31,958	\$1,147,300	\$2,903,594	\$0	\$0	\$4,082,853	\$8,119,649	\$3,200,231	\$15,402,733
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$40,223,362	\$25,229,526	\$188,830,655	\$22,568,354	\$700,000	\$277,551,896	\$19,689,126	\$58,704,025	\$355,945,048

Expenditure Summary by Fund and Major Object (FY 2022 Original Budget)

Description	Personnel FY 2022	Mat, Supplies, Services FY 2022	Capital FY 2022	Debt Service FY 2022	Contingency FY 2022	Sub - Total FY 2022	Interfund Transfer FY 2022	Ending Balance FY 2022	Total FY 2022
Park City Municipal Corporation									
011 GENERAL FUND	\$26,173,591	\$10,340,190	\$346,443	\$0	\$300,000	\$37,160,224	\$3,084,785	\$12,382,538	\$52,627,547
012 QUINNS RECREATION COMPLEX	\$944,214	\$379,800	\$1,000	\$0	\$0	\$1,325,014	\$0	\$-6,139,275	\$-4,814,261
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$16,556,629	\$0	\$0	\$16,556,629	\$4,174,626	\$27,326,315	\$48,057,570
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,585,600	\$0	\$0	\$1,585,600	\$0	\$313,515	\$1,899,115
051 WATER FUND	\$3,709,472	\$4,109,243	\$37,422,575	\$5,577,420	\$0	\$50,818,710	\$1,807,429	\$1,087,844	\$53,713,983
052 STORM WATER FUND	\$668,062	\$291,444	\$1,121,500	\$0	\$0	\$2,081,006	\$135,448	\$237,354	\$2,453,808
055 GOLF COURSE FUND	\$915,363	\$517,875	\$114,565	\$0	\$0	\$1,547,803	\$142,377	\$438,113	\$2,128,293
057 TRANSPORTATION & PARKING FUND	\$7,241,515	\$1,915,272	\$19,186,993	\$0	\$0	\$28,343,780	\$3,306,502	\$6,622,049	\$38,272,331
058 PARKING FUND	\$886,149	\$706,500	\$125,000	\$0	\$0	\$1,717,649	\$16,500	\$2,151,717	\$3,885,866
062 FLEET SERVICES FUND	\$1,018,016	\$1,853,155	\$0	\$0	\$0	\$2,871,171	\$0	\$115,705	\$2,986,876
064 SELF INSURANCE FUND	\$0	\$1,446,500	\$0	\$0	\$0	\$1,446,500	\$0	\$934,764	\$2,381,264
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$6,972,216	\$0	\$6,972,216	\$0	\$26,113,690	\$33,085,906
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$9,509,688	\$0	\$9,509,688	\$0	\$1,720,007	\$11,229,695
Total Park City Municipal Corporation	\$41,556,383	\$21,559,979	\$76,460,306	\$22,059,324	\$300,000	\$161,935,992	\$12,667,667	\$73,304,336	\$247,907,995
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$0	\$692,300	\$0	\$0	\$0	\$692,300	\$3,092,532	\$1,947,197	\$5,732,029
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$700,000	\$933,449	\$2,088,449
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$255,000	\$0	\$0	\$255,000	\$2,787,590	\$467,447	\$3,510,037
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$30,000	\$0	\$0	\$30,000	\$0	\$1,160,567	\$1,190,567
Total Park City Redevelopment Agency	\$0	\$1,147,300	\$285,000	\$0	\$0	\$1,432,300	\$6,580,122	\$4,508,660	\$12,521,082
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$41,556,383	\$22,707,279	\$76,745,306	\$22,059,324	\$300,000	\$163,368,292	\$19,247,789	\$78,262,187	\$260,878,268

Change in Fund Balance

Fund	Actuals FY 2018	Actuals FY 2019	Actuals FY 2020	Budget FY 2021	Adjusted FY 2021	Change Actual to Adj FY 2021	% Inc (red) FY 2021	Budget FY 2022	Change Ori to Adj FY 2022	% Inc (red) FY 2022
Park City Municipal Corporation										
011 GENERAL FUND	\$12,266,079	\$13,995,937	\$12,987,123	\$7,504,960	\$14,053,298	\$1,066,175	8%	\$12,382,538	\$-1,670,760	-12%
012 QUINNS RECREATION COMPLEX	\$-4,450,108	\$-4,803,352	\$-5,138,717	\$-6,033,938	\$-5,727,889	\$-589,172	11%	\$-6,139,275	\$-411,386	7%
021 POLICE SPECIAL REVENUE FUND	\$34,404	\$35,773	\$35,773	\$0	\$0	\$-35,773	-100%	\$0	\$0	
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$23,168	\$23,168	\$23,168	\$0	\$0	\$-23,168	-100%	\$0	\$0	
031 CAPITAL IMPROVEMENT FUND	\$40,859,511	\$47,522,284	\$59,750,463	\$3,128,714	\$8,076,937	\$-51,673,526	-86%	\$27,326,315	\$19,249,378	238%
038 EQUIPMENT REPLACEMENT CIP	\$1,990,746	\$1,912,090	\$1,431,240	\$7,429	\$313,515	\$-1,117,725	-78%	\$313,515		
051 WATER FUND	\$2,415,273	\$8,601,446	\$11,194,924	\$4,484,094	\$861,624	\$-10,333,300	-92%	\$1,087,844	\$226,220	26%
052 STORM WATER FUND	\$598,027	\$717,233	\$1,057,579	\$58,813	\$453,808	\$-603,771	-57%	\$237,354	\$-216,454	-48%
055 GOLF COURSE FUND	\$1,210,441	\$1,234,194	\$1,195,758	\$26,248	\$740,043	\$-455,715	-38%	\$438,113	\$-301,930	-41%
057 TRANSPORTATION & PARKING FUND	\$13,647,186	\$13,034,167	\$11,187,402	\$2,187,998	\$6,035,444	\$-5,151,958	-46%	\$6,622,049	\$586,605	10%
058 PARKING FUND	\$0	\$0	\$503,462	\$2,338,730	\$1,282,502	\$779,040	155%	\$2,151,717	\$869,215	68%
062 FLEET SERVICES FUND	\$1,207,403	\$1,210,535	\$1,138,620	\$864,661	\$638,176	\$-500,444	-44%	\$115,705	\$-522,471	-82%
064 SELF INSURANCE FUND	\$1,163,647	\$1,348,568	\$1,431,831	\$493,142	\$522,814	\$-909,017	-63%	\$934,764	\$411,950	79%
070 SALES TAX REV BOND - DEBT SVS FUND	\$7,396,945	\$25,749,908	\$26,139,189	\$27,906,245	\$26,123,690	\$-15,499	0%	\$26,113,690	\$-10,000	0%
071 DEBT SERVICE FUND	\$710,461	\$1,575,743	\$1,641,274	\$2,581,847	\$1,680,641	\$39,367	2%	\$1,720,007	\$39,366	2%
Total Park City Municipal Corporation	\$79,073,183	\$112,157,694	\$124,579,089	\$45,548,943	\$55,054,603	\$-69,524,486	-529%	\$73,304,336	\$18,249,733	248%
Park City Redevelopment Agency										
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$857,555	\$1,604,087	\$1,044,819	\$2,689,797	\$1,480,029	\$435,210	42%	\$1,947,197	\$467,168	32%
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$730,611	\$904,151	\$1,272,130	\$994,151	\$812,130	\$-460,000	-36%	\$933,449	\$121,319	15%
033 REDEVELOPMENT AGENCY- LOWER PRK	\$1,026,025	\$1,774,703	\$2,610,936	\$340,776	\$417,505	\$-2,193,431	-84%	\$467,447	\$49,942	12%
034 REDEVELOPMENT AGENCY- MAIN ST	\$1,073,963	\$835,780	\$735,315	\$5,853	\$490,567	\$-244,748	-33%	\$1,160,567	\$670,000	137%
Total Park City Redevelopment Agency	\$3,688,154	\$5,118,721	\$5,663,200	\$4,030,577	\$3,200,231	\$-2,462,969	-112%	\$4,508,660	\$1,308,429	195%
Municipal Building Authority										
035 BUILDING AUTHORITY	\$429,917	\$440,916	\$449,191	\$440,916	\$449,191			\$449,191		
Total Municipal Building Authority	\$429,917	\$440,916	\$449,191	\$440,916	\$449,191			\$449,191		

Council Agenda Item Report

Meeting Date: June 24, 2021

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Resolution MBA 02-2021, a Resolution Adopting the Fiscal Year 2021 Revised Budget and the Fiscal Year 2022 Budget for Park City Municipal Building Authority
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[MBA Budget Resolution](#)

[Exhibit A: Budget Report](#)

Resolution No. MBA 02-2021

**A RESOLUTION ADOPTING THE PARK CITY MUNICIPAL BUILDING
AUTHORITY REVISED BUDGET FOR FISCAL YEAR 2021 AND THE
BUDGET FOR FISCAL YEAR 2022**

WHEREAS, Utah State law requires that city budgets be adopted; and

WHEREAS, a public hearing was held on May 13, May 27, June 17, and June 24, 2021, at the City Council's regularly scheduled meetings, and a public hearing was held during the Municipal Building Authority's special meeting on June 24, 2021, complying with State law;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Building Authority of Park City, Utah that:

SECTION 1. 2021 REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 13, 2021 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2021 Municipal Building Authority Revised Budget for Park City, Utah.

SECTION 2. 2022 BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 13, 2021 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2022 Municipal Building Authority Budget for Park City, Utah.

SECTION 3. EFFECTIVE DATE. Section 1 for the 2021 Revised Budget shall take effect upon publication and Section 2 for the 2022 Budget shall take effect on July 1, 2021.

PASSED AND ADOPTED this 24th day of June, 2021.

PARK CITY MUNICIPAL BUILDING AUTHORITY

Chairman Andy Beerman

Attest:

Michelle Kellogg, Secretary

Approved as to form:

City Attorney's Office

Expenditure Summary by Fund and Major Object (FY 2021 Original Budget)

Description	Personnel FY 2021	Mat, Supplies, Services FY 2021	Capital FY 2021	Debt Service FY 2021	Contingency FY 2021	Sub - Total FY 2021	Interfund Transfer FY 2021	Ending Balance FY 2021	Total FY 2021
Park City Municipal Corporation									
011 GENERAL FUND	\$23,607,514	\$8,106,143	\$307,620	\$0	\$700,000	\$32,721,277	\$2,834,061	\$7,504,960	\$43,060,298
012 QUINNS RECREATION COMPLEX	\$902,829	\$348,835	\$1,000	\$0	\$0	\$1,252,664	\$0	\$-6,033,938	\$-4,781,273
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 DRUG CONFISCATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$37,534,575	\$0	\$0	\$37,534,575	\$3,580,329	\$3,128,714	\$44,243,618
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,460,138	\$0	\$0	\$1,460,138	\$0	\$7,429	\$1,467,567
051 WATER FUND	\$3,258,424	\$3,589,138	\$40,896,797	\$1,028,266	\$0	\$48,772,625	\$1,773,085	\$4,484,094	\$55,029,804
052 STORM WATER FUND	\$607,137	\$290,025	\$1,221,500	\$0	\$0	\$2,118,662	\$127,425	\$58,813	\$2,304,900
055 GOLF COURSE FUND	\$899,687	\$486,435	\$114,565	\$24,283	\$0	\$1,524,970	\$134,913	\$26,248	\$1,686,131
057 TRANSPORTATION & PARKING FUND	\$8,902,923	\$2,268,672	\$8,281,094	\$0	\$0	\$19,452,689	\$3,334,501	\$2,187,998	\$24,975,188
058 PARKING FUND	\$849,924	\$707,900	\$125,000	\$0	\$0	\$1,682,824	\$8,000	\$2,338,730	\$4,029,554
062 FLEET SERVICES FUND	\$995,989	\$1,853,155	\$0	\$0	\$0	\$2,849,144	\$0	\$864,661	\$3,713,805
064 SELF INSURANCE FUND	\$0	\$1,733,060	\$0	\$0	\$0	\$1,733,060	\$0	\$493,142	\$2,226,202
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$5,040,066	\$0	\$5,040,066	\$0	\$27,906,245	\$32,946,311
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$7,699,000	\$0	\$7,699,000	\$0	\$2,581,847	\$10,280,847
Total Park City Municipal Corporation	\$40,024,428	\$19,383,363	\$89,942,289	\$13,791,615	\$700,000	\$163,841,695	\$11,792,314	\$45,548,943	\$221,182,953
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$31,958	\$692,300	\$0	\$0	\$0	\$724,258	\$3,092,532	\$2,689,797	\$6,506,587
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$700,000	\$994,151	\$2,149,151
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$255,000	\$0	\$0	\$255,000	\$2,782,840	\$340,776	\$3,378,616
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$0	\$0	\$0	\$0	\$1,046,777	\$5,853	\$1,052,630
Total Park City Redevelopment Agency	\$31,958	\$1,147,300	\$255,000	\$0	\$0	\$1,434,259	\$7,622,149	\$4,030,577	\$13,086,985
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440,916	\$440,916
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$440,916	\$440,916
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$40,056,387	\$20,530,663	\$90,197,289	\$13,791,615	\$700,000	\$165,275,954	\$19,414,463	\$50,020,436	\$234,710,853

Expenditure Summary by Fund and Major Object (FY 2021 Adjusted Budget)

Description	Personnel FY 2021	Mat, Supplies, Services FY 2021	Capital FY 2021	Debt Service FY 2021	Contingency FY 2021	Sub - Total FY 2021	Interfund Transfer FY 2021	Ending Balance FY 2021	Total FY 2021
Park City Municipal Corporation									
011 GENERAL FUND	\$23,810,858	\$11,948,355	\$335,320	\$0	\$700,000	\$36,794,534	\$2,880,849	\$14,053,298	\$53,728,681
012 QUINNS RECREATION COMPLEX	\$860,060	\$355,485	\$1,000	\$0	\$0	\$1,216,545	\$0	\$-5,727,889	\$-4,511,343
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$35,773	\$0	\$0	\$35,773	\$0	\$0	\$35,773
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$23,168	\$0	\$0	\$23,168	\$0	\$0	\$23,168
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$86,741,120	\$0	\$0	\$86,741,120	\$3,589,254	\$8,076,937	\$98,407,311
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$2,577,863	\$0	\$0	\$2,577,863	\$0	\$313,515	\$2,891,378
051 WATER FUND	\$3,258,424	\$3,589,138	\$75,214,366	\$5,567,426	\$0	\$87,629,353	\$1,777,085	\$861,624	\$90,268,063
052 STORM WATER FUND	\$607,137	\$290,025	\$1,578,834	\$0	\$0	\$2,475,996	\$127,775	\$453,808	\$3,057,579
055 GOLF COURSE FUND	\$899,687	\$486,435	\$313,682	\$24,283	\$0	\$1,724,087	\$134,513	\$740,043	\$2,598,643
057 TRANSPORTATION & PARKING FUND	\$8,909,323	\$2,268,672	\$18,855,935	\$0	\$0	\$30,033,931	\$3,043,501	\$6,035,444	\$39,112,876
058 PARKING FUND	\$849,924	\$707,900	\$250,000	\$0	\$0	\$1,807,824	\$16,500	\$1,282,502	\$3,106,826
062 FLEET SERVICES FUND	\$995,989	\$1,853,155	\$0	\$0	\$0	\$2,849,144	\$0	\$638,176	\$3,487,320
064 SELF INSURANCE FUND	\$0	\$2,583,060	\$0	\$0	\$0	\$2,583,060	\$0	\$522,814	\$3,105,874
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$7,454,365	\$0	\$7,454,365	\$0	\$26,123,690	\$33,578,055
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$9,522,280	\$0	\$9,522,280	\$0	\$1,680,641	\$11,202,921
Total Park City Municipal Corporation	\$40,191,403	\$24,082,225	\$185,927,060	\$22,568,354	\$700,000	\$273,469,043	\$11,569,477	\$55,054,603	\$340,093,124
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$31,958	\$692,300	\$0	\$0	\$0	\$724,258	\$3,092,532	\$1,480,029	\$5,296,819
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$1,200,000	\$812,130	\$2,467,130
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$2,505,623	\$0	\$0	\$2,505,623	\$2,780,340	\$417,505	\$5,703,468
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$397,971	\$0	\$0	\$397,971	\$1,046,777	\$490,567	\$1,935,315
Total Park City Redevelopment Agency	\$31,958	\$1,147,300	\$2,903,594	\$0	\$0	\$4,082,853	\$8,119,649	\$3,200,231	\$15,402,733
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$40,223,362	\$25,229,526	\$188,830,655	\$22,568,354	\$700,000	\$277,551,896	\$19,689,126	\$58,704,025	\$355,945,048

Expenditure Summary by Fund and Major Object (FY 2022 Original Budget)

Description	Personnel FY 2022	Mat, Supplies, Services FY 2022	Capital FY 2022	Debt Service FY 2022	Contingency FY 2022	Sub - Total FY 2022	Interfund Transfer FY 2022	Ending Balance FY 2022	Total FY 2022
Park City Municipal Corporation									
011 GENERAL FUND	\$26,173,591	\$10,340,190	\$346,443	\$0	\$300,000	\$37,160,224	\$3,084,785	\$12,382,538	\$52,627,547
012 QUINNS RECREATION COMPLEX	\$944,214	\$379,800	\$1,000	\$0	\$0	\$1,325,014	\$0	\$-6,139,275	\$-4,814,261
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$16,556,629	\$0	\$0	\$16,556,629	\$4,174,626	\$27,326,315	\$48,057,570
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,585,600	\$0	\$0	\$1,585,600	\$0	\$313,515	\$1,899,115
051 WATER FUND	\$3,709,472	\$4,109,243	\$37,422,575	\$5,577,420	\$0	\$50,818,710	\$1,807,429	\$1,087,844	\$53,713,983
052 STORM WATER FUND	\$668,062	\$291,444	\$1,121,500	\$0	\$0	\$2,081,006	\$135,448	\$237,354	\$2,453,808
055 GOLF COURSE FUND	\$915,363	\$517,875	\$114,565	\$0	\$0	\$1,547,803	\$142,377	\$438,113	\$2,128,293
057 TRANSPORTATION & PARKING FUND	\$7,241,515	\$1,915,272	\$19,186,993	\$0	\$0	\$28,343,780	\$3,306,502	\$6,622,049	\$38,272,331
058 PARKING FUND	\$886,149	\$706,500	\$125,000	\$0	\$0	\$1,717,649	\$16,500	\$2,151,717	\$3,885,866
062 FLEET SERVICES FUND	\$1,018,016	\$1,853,155	\$0	\$0	\$0	\$2,871,171	\$0	\$115,705	\$2,986,876
064 SELF INSURANCE FUND	\$0	\$1,446,500	\$0	\$0	\$0	\$1,446,500	\$0	\$934,764	\$2,381,264
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$6,972,216	\$0	\$6,972,216	\$0	\$26,113,690	\$33,085,906
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$9,509,688	\$0	\$9,509,688	\$0	\$1,720,007	\$11,229,695
Total Park City Municipal Corporation	\$41,556,383	\$21,559,979	\$76,460,306	\$22,059,324	\$300,000	\$161,935,992	\$12,667,667	\$73,304,336	\$247,907,995
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$0	\$692,300	\$0	\$0	\$0	\$692,300	\$3,092,532	\$1,947,197	\$5,732,029
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$700,000	\$933,449	\$2,088,449
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$255,000	\$0	\$0	\$255,000	\$2,787,590	\$467,447	\$3,510,037
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$30,000	\$0	\$0	\$30,000	\$0	\$1,160,567	\$1,190,567
Total Park City Redevelopment Agency	\$0	\$1,147,300	\$285,000	\$0	\$0	\$1,432,300	\$6,580,122	\$4,508,660	\$12,521,082
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$449,191	\$449,191
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$41,556,383	\$22,707,279	\$76,745,306	\$22,059,324	\$300,000	\$163,368,292	\$19,247,789	\$78,262,187	\$260,878,268

Change in Fund Balance

Fund	Actuals FY 2018	Actuals FY 2019	Actuals FY 2020	Budget FY 2021	Adjusted FY 2021	Change Actual to Adj FY 2021	% Inc (red) FY 2021	Budget FY 2022	Change Ori to Adj FY 2022	% Inc (red) FY 2022
Park City Municipal Corporation										
011 GENERAL FUND	\$12,266,079	\$13,995,937	\$12,987,123	\$7,504,960	\$14,053,298	\$1,066,175	8%	\$12,382,538	\$-1,670,760	-12%
012 QUINNS RECREATION COMPLEX	\$-4,450,108	\$-4,803,352	\$-5,138,717	\$-6,033,938	\$-5,727,889	\$-589,172	11%	\$-6,139,275	\$-411,386	7%
021 POLICE SPECIAL REVENUE FUND	\$34,404	\$35,773	\$35,773	\$0	\$0	\$-35,773	-100%	\$0	\$0	
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$23,168	\$23,168	\$23,168	\$0	\$0	\$-23,168	-100%	\$0	\$0	
031 CAPITAL IMPROVEMENT FUND	\$40,859,511	\$47,522,284	\$59,750,463	\$3,128,714	\$8,076,937	\$-51,673,526	-86%	\$27,326,315	\$19,249,378	238%
038 EQUIPMENT REPLACEMENT CIP	\$1,990,746	\$1,912,090	\$1,431,240	\$7,429	\$313,515	\$-1,117,725	-78%	\$313,515		
051 WATER FUND	\$2,415,273	\$8,601,446	\$11,194,924	\$4,484,094	\$861,624	\$-10,333,300	-92%	\$1,087,844	\$226,220	26%
052 STORM WATER FUND	\$598,027	\$717,233	\$1,057,579	\$58,813	\$453,808	\$-603,771	-57%	\$237,354	\$-216,454	-48%
055 GOLF COURSE FUND	\$1,210,441	\$1,234,194	\$1,195,758	\$26,248	\$740,043	\$-455,715	-38%	\$438,113	\$-301,930	-41%
057 TRANSPORTATION & PARKING FUND	\$13,647,186	\$13,034,167	\$11,187,402	\$2,187,998	\$6,035,444	\$-5,151,958	-46%	\$6,622,049	\$586,605	10%
058 PARKING FUND	\$0	\$0	\$503,462	\$2,338,730	\$1,282,502	\$779,040	155%	\$2,151,717	\$869,215	68%
062 FLEET SERVICES FUND	\$1,207,403	\$1,210,535	\$1,138,620	\$864,661	\$638,176	\$-500,444	-44%	\$115,705	\$-522,471	-82%
064 SELF INSURANCE FUND	\$1,163,647	\$1,348,568	\$1,431,831	\$493,142	\$522,814	\$-909,017	-63%	\$934,764	\$411,950	79%
070 SALES TAX REV BOND - DEBT SVS FUND	\$7,396,945	\$25,749,908	\$26,139,189	\$27,906,245	\$26,123,690	\$-15,499	0%	\$26,113,690	\$-10,000	0%
071 DEBT SERVICE FUND	\$710,461	\$1,575,743	\$1,641,274	\$2,581,847	\$1,680,641	\$39,367	2%	\$1,720,007	\$39,366	2%
Total Park City Municipal Corporation	\$79,073,183	\$112,157,694	\$124,579,089	\$45,548,943	\$55,054,603	\$-69,524,486	-529%	\$73,304,336	\$18,249,733	248%
Park City Redevelopment Agency										
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$857,555	\$1,604,087	\$1,044,819	\$2,689,797	\$1,480,029	\$435,210	42%	\$1,947,197	\$467,168	32%
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$730,611	\$904,151	\$1,272,130	\$994,151	\$812,130	\$-460,000	-36%	\$933,449	\$121,319	15%
033 REDEVELOPMENT AGENCY- LOWER PRK	\$1,026,025	\$1,774,703	\$2,610,936	\$340,776	\$417,505	\$-2,193,431	-84%	\$467,447	\$49,942	12%
034 REDEVELOPMENT AGENCY- MAIN ST	\$1,073,963	\$835,780	\$735,315	\$5,853	\$490,567	\$-244,748	-33%	\$1,160,567	\$670,000	137%
Total Park City Redevelopment Agency	\$3,688,154	\$5,118,721	\$5,663,200	\$4,030,577	\$3,200,231	\$-2,462,969	-112%	\$4,508,660	\$1,308,429	195%
Municipal Building Authority										
035 BUILDING AUTHORITY	\$429,917	\$440,916	\$449,191	\$440,916	\$449,191			\$449,191		
Total Municipal Building Authority	\$429,917	\$440,916	\$449,191	\$440,916	\$449,191			\$449,191		