PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
June 22, 2023

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

CLOSED SESSION - 3:15 p.m.
The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

WORK SESSION

4:30 p.m. - Discuss Ground Lease with JF EngineHouse Developer, LLC for the City-Owned Property Located at 1875 Homestake Road
Homestake Ground Lease Staff Report

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Appoint Emma Zevallos and Reappoint Austin Lau and Amir Vonsover to the Police Complaint Review Committee for Three Year Terms Beginning June 30, 2023
PCRC Appointments 2023 Staff Report

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Fourth of July Event Reminders
2023 Fourth of July Reminders Staff Report

2. Emergency Management Update
Emergency Management Update 2023

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

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute a Water Conservation Software Contract with WaterSmart Software, Inc., Not to Exceed $213,111.29, in a Form

Approved by the City Attorney
WaterSmart Software Contract Staff Report
Exhibit A: Scope of Services
Exhibit B: Information on Park Cityâ€™s WaterSmart Use

2. Request to Approve a Film Permit "Amazing Grace" to be Finalized by the Special Events Department at the McPolin Farm in a Form Approved by the City Attorney
McPolin Farm Filming Amazing Grace Staff Report
Exhibit A: Amazing Grace Film Application
Exhibit B: Amazing Grace Filming Permit Draft

3. Request to Authorize the City Manager to Enter into a Contract with Computer Sciences Corporation for Risk Management Software, Not to Exceed $146,000 for Three Years, in a Form Approved by the City Attorney
Computer Sciences Contract Staff Report

4. Request to Relocate Two Pieces of Public Art, "Dogs of Bark City" and "Up in Flames," Due to the Reconstruction of the Park Avenue Bus Shelters
Park City Public Art Bus Shelter Relocation Staff Report
Exhibit A: Park Ave Bus Shelter Artwork Relocation Information

5. Request to Authorize Two Utility Easements with Rocky Mountain Power Company across Property Owned by Park City Municipal Corporation
Rocky Mountain Power Underground Utility Easements Staff Report
Exhibit A: Gambel Oak Underground Easement - PCMC - OOT-HSTONE-OS-X, SA-S-35-X
Exhibit B: BLM Underground Easement - PCMC - PC-551-BLM-X

6. Request to Adopt Resolution 04-2023, Approving the Public Treasurer's Investment Fund Entity Resolution
Public Treasurer's Investment Fund Entity Resolution Staff Report
Exhibit A: Entity Resolution

VI. OLD BUSINESS

1. Consideration to Approve Resolution 11-2023, a Resolution Authorizing the Below-Market Ground Lease for the Engine House Affordable Housing Project located at 1875 Homestake Road
(A) Public Hearing (B) Action
Engine House Development Below Market Lease Analysis Staff Report
Exhibit A: Draft Resolution 2023-11

2. Consideration to Approve a Contract, in a Form Approved by the City Attorney, with J.W.W Excavation LLC, for Soil Remediation Services on City-Owned Property Located at 1875 Homestake Road, Not to Exceed $740,250.
(A) Public Input (B) Action
Homestake Development Soil Remediation Staff Report
Exhibit A: Homestake Soil Remediation Contract

3. Consideration to Approve the Microtransit Service Agreement with High Valley Transit (HVT) for Service July 1, 2023 - April 13, 2024, in a Form Approved by the City Attorney, Not to Exceed $1,297,010
(A) Public Input (B) Action
Microtransit Agreement Phase 2 Pilot Staff Report
Exhibit A: Microtransit Service Agreement

VII. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2023-32 an Ordinance Adopting a Revised Budget for Fiscal Year 2023 and Final Budget for Fiscal Year 2024 for Park City Municipal Corporation
(A) Public Hearing (B) Action
FY24 Final Budget Adoption Staff Report
Exhibit A: Budget Summaries
Exhibit B: FY24 Final Budget Ordinance

2. Consideration to Approve Ordinance 2023-31, an Ordinance Establishing Compensation for the Elected and Statutory Officers for FY 2024
(A) Public Hearing (B) Action
Council Compensation Staff Report
Exhibit A: FY24 Council Compensation Ordinance

3. Consideration to Adopt Resolution 09-2023, a Resolution Amending the Fee Schedule
(A) Public Hearing (B) Action
FY24 Fee Schedule Resolution
Exhibit A: FY24 Fee Schedule Redlined Copy

4. Consideration to Adopt Resolution 10-2023, a Resolution Adopting the Park City Comprehensive Emergency Management Plan
(A) Public Hearing (B) Action
CEMP Staff Report
Exhibit A: CEMP 2023
Exhibit B: Proposed Resolution

5. Consideration to Approve Ordinance 2023-33, an Ordinance Amending Section 13-1-1, Metered Service
(A) Public Hearing (B) Action
Water Base Rate Changes Staff Report
Exhibit A: Ordinance 2023-33

6. Consideration to Approve an Updated Transportation Plan for Special Events at Deer Valley, including Deer Valley Music Festival (DVMF), Deer Valley Concert Series (DVCS), and the FIS World Cup (WC)
(A) Public Hearing (B) Action
Deer Valley Special Event Transportation Plan Staff Report
Exhibit A: Deer Valley Special Event Transportation Plans & Site Map

7. Consideration to Authorize the City Manager to Execute a Design Professional Services Agreement with Horrocks Engineers, Inc., in a Form Approved by the City Attorney, Not to Exceed $135,000 to Provide Cost Engineering and Design Review Services of the Snow Creek Tunnel
(A) Public Input (B) Action
Snow Creek Tunnel Design and Cost Engineering Staff Report

VIII. ADJOURNMENT

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 02-2023, a Resolution Adopting the Fiscal Year 2023 Revised Budget and the Fiscal Year 2024 Budget for Park City Redevelopment Agency
(A) Public Hearing (B) Action
FY24 RDA Budget Resolution
Exhibit A: RDA and MBA Expenditure Summaries

IV. ADJOURNMENT

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 01-2023, a Resolution Adopting the Fiscal Year 2023 Revised Budget and the Fiscal Year 2024 Budget for Park City Municipal Building Authority
(A) Public Hearing (B) Action
FY24 MBA Budget Resolution
Exhibit A: RDA and MBA Expenditure Summaries

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.

***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 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Community Development
Item Type: Staff Report
Agenda Section: WORK SESSION

Subject:
4:30 p.m. - Discuss Ground Lease with JF EngineHouse Developer, LLC for the City-Owned Property Located at 1875 Homestake Road

Suggested Action:

Attachments:
Homestake Ground Lease Staff Report

City Council Staff Report

Subject: Ground Lease for 1875 Homestake Road
Author: Jason Glidden, Affordable Housing Manager
Department: Housing
Date: June 22, 2023
Type of Item: Administrative

Purpose

Review, discuss, and provide feedback on the draft terms of a potential ground lease with JF ENGINEHOUSE DEVELOPER, LLC (an affiliate of J. Fisher) to create 99 units of affordable rental housing on City-owned property at 1875 Homestake Road (Property).

The ground lease is also scheduled for a public hearing and action at the next City Council meeting or on July 13, 2023.

Executive Summary

After several years of operating as a developer (Snow Creek Cottages, The Retreat, and Woodside Park Phase 1) and creating 40 new housing units, the City Council pivoted its housing development strategy to Public-Private Partnerships (PPPs) as the preferred tool to deliver more affordable housing. For background, PPPs can provide several benefits:

- **Efficient use of resources**: The private sector brings expertise, innovation, and efficiency in project management, operations, and service delivery. By leveraging the strengths of both sectors, PPPs can enhance productivity and cost-effectiveness.
- **Risk sharing**: PPPs distribute risks between the public and private sectors.
- **Access to private sector expertise**: Private sector partners often have specialized knowledge, technical expertise, and experience in delivering complex projects or services.
- **Innovation and quality improvement**: The profit motive in the private sector can incentivize innovation and the delivery of high-quality services.
- **Accelerated project delivery**: PPPs can expedite the delivery of projects by leveraging private sector resources and efficiency.
- **Long-term value for money**: Private partners often bear responsibilities for maintaining and operating the infrastructure or service over an extended period, ensuring a focus on long-term performance and sustainability.

Accordingly, on December 9, 2021, the City Council approved (Staff Report, Minutes) an MOU with J. Fisher to outline Project goals and detail the responsibilities of each party. The MOU offered assurances to both parties, provided minimal financial commitments, and was intended to steer the partnership toward a final Development Agreement and long-term ground lease that produced affordable rental units.

As the Project progressed in design, an amendment to the MOU was approved (Staff Report, Minutes) to replace the Reimbursement Clause with an Option To Lease (OTL). The OTL was intended to provide J. Fisher with additional confidence to expand resources, fund the design process, and continue the rigorous Project entitlement process. Notably, the amendment also provided J. Fisher with sufficient interest in the land necessary to secure initial Project capital and financing.

On October 26, 2022, after several work sessions and public hearings, the Planning Commission unanimously approved the Homestake AMPD application. The Project contemplates a four-story, 180,000 SF secure building with 128 underground and 12 surface parking stalls. Unlike many affordable housing developments, the Project met or exceeded the City's newly adopted AMPD Code. In other words, the Project requested no variances commonly sought to incentivize the delivery of affordable housing (parking, setbacks, density, height, etc.). (The Final Action Letter is included as Exhibit A)

After the Planning Commission's approval, J. Fisher submitted a Development Agreement to the Planning Commission, ratified on April 12, 2023. In addition to Planning Commission approval, J. Fisher received its initial financing: Federal low-income tax credits, State of Utah Private Activity Bonds, Intermountain Housing Loan Funds, and Olene Walker Housing Loan Funds. The use of the State of Utah financial tools and mechanisms has garnered considerable positive interest in the Homestake public-private partnership, including inquiries from other cities, towns, housing authorities, housing developers, and more.

Concurrently, the City retained outside legal counsel (Ballard Spahr) to assist with our ground lease drafting and negotiations. Ballard Spahr has experience negotiating hundreds of ground leases (PPPs, affordable housing, etc.) throughout the U.S. In addition, the City reached out to several other municipalities using PPPs and longer-term ground leases to produce affordable housing. Armed with additional information, the Housing and City Attorney's Office, and City Council Housing Liaisons, worked to draft the initial ground lease terms and conditions.

If a ground lease is approved, the Engine House will provide 99 permanently deed-restricted affordable rental units to community members earning not more than 60% of the Area Median Income (AMI). An additional 24 units will rent at market rates to help subsidize and underwrite the Engine House's overall affordability.

Historical Background

- 2016: City Council passes Resolution HA 01-2016, establishing a goal to create 800 new affordable units by 2026.
- 2017: PCMC buys land at 1875 Homestake Road to advance the City's housing and transportation needs.
- 2019: Council identifies public/private partnerships as a key strategy to help accelerate affordable housing progress.
- 2020: PCMC forms PPP Task Force to explore the components necessary to promote the creation of affordable housing by private developers.
- February 11, 2021: (Staff Report, Minutes) City Council directs Requests for Qualifications from developers interested in developing affordable housing on the Homestake parking lot.
- December 9, 2021: (Staff Report, Minutes) Council approves an MOU with JFCRM in response to RFQ.
- January 27, 2022: (Staff Report, Minutes) PCMC executes a professional services contract with Specific Performance, Inc to structure and negotiate a PPP and to advance the affordable housing development.
- February 17, 2022: Update to Council.
- March 17, April 3, 2022: Housing Work Sessions.
- April 28, 2022: (Staff Report, Audio) Council holds a Work Session to review proposed Homestake massing studies and project information.
- July 27, 2022: Planning Commission Work Session.
- August 24, 2022: Planning Commission site visit and public hearing.
- September 28, 2022: Planning Commission Public Hearing.
- October 26th, 2022: (Staff Report, Audio) Planning Commission Public Hearing and Approval.
- March 9th, 2023: (Staff Report, Audio) Council holds a Work Session to receive a project update.
- April 12th, 2023: (Staff Report, Audio) Planning Commission Ratification of Development Agreement

Analysis

Approved Project Design

Housing Creation - The EngineHouse will deliver 123 total rental housing units, with 99 (80%) units achieving average affordability to those making 60% of AMI and the remaining 24 units at market rates. The 2021 Housing Needs Assessment supports the type and need of proposed housing:

Unit Mix	Count	SF
1 Bedroom	28	650
2 Bedroom	88	880
3 Bedroom	7	1,100
Total	**123**	**103,340**

Height and Open Space - The EngineHouse fully complies with the AMPD code, which sets a maximum height of 45 feet, with permitted exceptions for elevators and mechanical equipment. The Project includes a 10-foot step back from the face of the building, meeting the zone's maximum height allowance, reducing shadow lines, and decreasing visual massing. Also, by placing most of the parking underground, the Project accommodates 29% open space, exceeding the 20% requirement.

Project Parking - The EngineHouse's parking plan has been the subject of several rigorous conversations at the Planning Commission. The AMPD code allows substantial parking reductions for affordable housing projects located close to transit, jobs, schools, services, and amenities. Under the AMPD Code, the Project could have requested as few as 77 parking spaces. As a result of public and neighborhood feedback, no such reductions were requested.

Instead, the Project exceeded the LMC required parking (15-3-6(A)) and did not seek the parking reductions encouraged in the AMPD code (15-6.1-9(E)). The Project will have 140 parking stalls – 128 underground and 12 surface.

During the Planning Commission discussions, the Project shared data on reduced parking in affordable housing developments collected from Mountainlands Community Housing Trust. Their data showed that car ownership is a significant financial barrier to those seeking affordable housing, and nearby Mountainlands' developments have low car ownership rates. To support this observation, Mountainlands provided parking data from several affordable developments with parking utilization ratios less than 1:1 per unit.

The Project also proposed a comprehensive parking management system, including a secure underground facility, on-site property management and maintenance, and smart parking technology. For example, every affordable or market-rate unit will have one dedicated underground parking stall. Surface stalls will accommodate employee/on-site property management, visitor parking, and pick-up and drop-off.

The Project also provides indoor secured bike storage and bike and car share facilities located on multiple transit routes to encourage and support a less auto-dependent future

resident. The LMC 15-3-11 requires conduit to install 20 electric vehicle charging stations and the immediate installation of two new electric vehicle charging stations. These first two stations will meet ADA standards.

Total EngineHouse Parking in Approved Plan	**140**
EngineHouse Underground Parking	128
EngineHouse Surface Parking	12
LMC Parking Requirement	127.5
AMPD Parking Reduction not requested	*77*

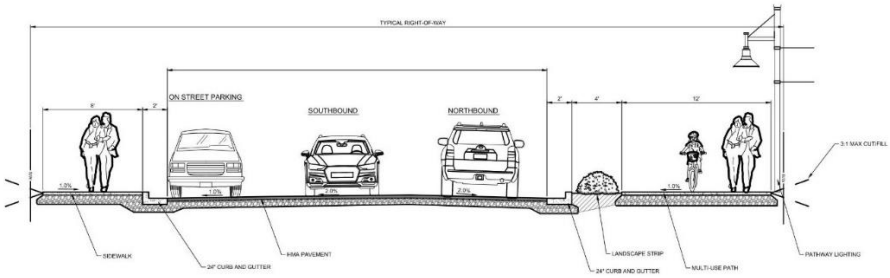
The secured underground parking garage will include a controlled-resident access system monitored by a 24/7 professional security management firm. The Project's Parking Management Plan includes the following (Exhibit B):

1. A high-speed remote-controlled security gate at the entrance to the parking structure;
2. Security camera installations in the parking structure for remote monitoring 24/7 by a property management company;
3. Regularly scheduled security patrol services to monitor the property and parking structure;
4. Residential parking permits for authorized vehicles;
5. Towing contract;
6. Numbered parking stalls – residents will be granted one dedicated underground parking stall;
7. Two parking spaces are reserved for property managers; and
8. Regular garage sweeping, cleaning, and maintenance.

In addition to the Parking Plan, the City's Parking Services Division will create a compatible and comprehensive on-street parking program for Homestake Road and the surrounding area. Like most of Park City, the historical ability to allow unregulated on-street parking near commercial and residential areas is no longer feasible. The new on-street parking program will replicate aspects of the Old Town parking program to include:

- Resident and visitor permits;
- Timed on-street parking; and
- Regular patrols by the Parking Services Division.

The Parking Services Division plans to implement the program before the Homestake Road reconstruction project, scheduled summer of 2024. Like any new parking program, ongoing evaluation and adjustments will be necessary to balance the sometimes-competing interests for unregulated parking with neighborhood quality of life and small business compatibility. An area parking needs assessment is also included in the Bonanza Small Area planning process.



Proposed Terms of Ground Lease

Term – The lease term was not explicitly contemplated in the original MOU but referenced the length of affordability of the Project, minimum of 50 years, or the length of the lease, whichever was longer. We recommend a 65-year lease, with three automatic extensions, unless Tenant/Developer affirmatively opts out:

- Two 11-year extensions; and
- One 12-year extension.

The total term with all potential extensions would be 99 years. Based on feedback from the other communities and after consultation with Ballard Spahr, the period is reasonable and consistent with other affordable public-private-partnerships. The City of Boise, for example, recently entered into a ground lease with J. Fisher for 75 years.

Annual Lease Payment – Under Utah Code § 10-8-2, a formal analysis of the benefits received by PCMC in exchange for the benefit provided to Developer is required. Based on the analysis, we are very confident that a below-market ground lease for the City-owned Property in exchange for the delivery of 99 units of affordable rental housing is an appropriate use of City resources. Because the Engine House affordable housing project will provide opportunities for housing units at 60% of AMI, constructed using a sustainability EUI rating of 28, the costs to the City of providing below-market lease terms are thus justified by the tangible and intangible benefits to the City. Upon approval of the

required 10-8-2 Public Benefits Analysis (separate item in your packet and required by law), the Developer will pay the City an annual lease payment of $1 per year.

Property Improvements – The MOU required J. Fisher to optimize allowable density on the site while designing a project that met all LMC code requirements. Thus, the ground lease includes a list of required site improvements that both parties commit to, such as utilities, number of units, parking spaces, and residential amenities. Therefore, each party's Property improvement requirements are encapsulated within the ground lease or as an incorporated exhibit.

Below is a list of proposed Property site improvements and responsibilities as set forth in the proposed ground lease:

1875 Homestake Road Improvements		
J. Fisher		**Park City Municipal**
• Develop 123 Total Units • 99 affordable units • 128 underground parking spaces • 12 surface parking spaces • Bike storage for 50 bikes • 15 bike racks on the property • 2 Electric Vehicle Charging Stations • Conduit for 50 Electronic Vehicle Charging Stations • Space prep for Bikeshare • Gate Accessible Parking Technology • 12-foot concrete wall along the property line next to the substation • Sewer line extension		• Access to Water - Waterline upgrade • Update Homestake Road • Recycle Center Relocation • Sewer line easement • Contaminated Soil Remediation

Rental Rates – The rental rate proposal from J. Fisher committed affordable rental rates at 60% of the AMI, which is consistent with what the City requested in its RFQ.

The following chart shows the proposed rental rates at 60% AMI:

Detailed Unit Mix & Rent			
Unit Type	**Count**	**Avg. SF**	**AMI Rent**
1 Bed Affordable	23	650	$1,504.00
1 Bed Market	5	650	$2,400.00
2 Bed Affordable	71	880	$1,806.00
2 Bed Market	17	880	$3,000.00
3 Bed Affordable	5	1100	$2,085.00
3 Bed Market	2	1100	$4,000.00
Total/Average	**123**	**840**	**60%**
*Based on 2022 HUD AMI levels for Summit County			

The proposed affordability levels are consistent with some of the standards we have seen in other affordable housing developments utilizing Low-Income Tax Credits (LIHTC). This was confirmed by projects in Boise, ID, and Ketchum, ID. For example, other PPPs' affordability levels generally require rents at or below 80% AMI.

Sustainability – To support the City's Sustainability efforts, the Project is designed to minimize energy use intensity (EUI). Working with the Sustainability Department, an aggressive EUI Project goal was established. The lower the EUI score, the more energy efficient the building is expected to perform. The average EUI score of multifamily developments generally ranges between 40-50 EUI. As designed, the Project has an estimated EUI of 28.

Soil Remediation - As part of the MOU, the City agreed to remediate existing environmental issues on the Property. The soil remediation must be completed before a ground lease can be finalized. In addition, removing the berms around the Property is necessary for the Homestake Road redesign project scheduled for summer 2024.

Samples were taken from various locations to represent potential building footings and parking structure. An XRF analyzer was used to take field screenings every 2.5'. In addition, the other ten samples were taken from various locations every 6" to a depth of 2'. The XRF analyzer screened all soil samples for 11 Priority Metals (including lead and arsenic). Using the 25 XRF samples, 15 additional samples were selected for quantitative analysis at a certified lab. Seven samples exhibited a lead concentration above PCMC's "Landscaping and Maintenance of Soil Cover" ordinance.

As a result, our outside soil remediation consultant, Stantec, deemed all other lab and XRF samples below 2.5' to represent typical background lead concentrations. Aside from lead and arsenic, no other metal concentrations in any soil sample exceeded risk levels for residential land use.

Using the sampling report, the City retained Stantec to propose a comprehensive Soil Mitigation Plan. Among other strategies, we plan to scrape 3' of soil from approximately 38,000 sqft of the Property (see Figure 4 below).

Figure 4

Once soil excavation is complete, 20 confirmation samples will be taken to verify that contaminated soils are removed. The cost to remove the known contaminated soil is estimated at $800K.

Construction and Temporary Parking Plan - We are proactively working on a Temporary and Construction parking plan to balance the sometimes-competing interests of existing parking demands in the area. We plan to relocate 40 spaces leased to the Kimball Art Center to continue to support their occupancy permit. These spaces only encumber a small portion of the Homestake lot, and the lease allows the City to relocate for construction or development.

The area just east of Munchkin Road, currently an unregulated City-owned surface parking lot, can accommodate the 40 KAC stalls and additional stalls to accommodate public parking. The KAC has been notified, and we continue discussions to mitigate operational impacts, support construction parking, and provide temporary overflow parking options.

As part of the proposed Development Agreement, the Developer is drafting a comprehensive Construction Mitigation Plan that will be reviewed and approved by the City's Building Department. The Temporary Parking Plan will be included in the CMP and shared with City Council, nearby property owners, and small businesses.

Project Operations

Project Management & Security - Though outside the Planning Commission's code-specific authority, concerns were raised regarding Project occupancy, safety, and security. J. Fisher has extensive experience providing quality, safe, and secure affordable housing in other jurisdictions, such as other projects the Moda Union in Midvale (206 affordable units), Moda Glenwood in Millcreek (176 affordable units), and Moda Meadowbrook in Salt Lake City (145 affordable units).

As a result of the concerns, the Developer commits to a full-time on-site property manager for management/leasing operations and daily maintenance/facilities. J. Fisher manages its entire housing portfolio using professional property management firms. In addition to on-site management, the Developer will utilize a 24/7 security monitoring system and on-call security for after-hours concerns. In addition, property access is controlled using electronic key fob systems and software, which track utilization and those coming and going.

Finally, long-term leases are required at the Project, and short-term or nightly rentals are prohibited. Unlike other market-rate and affordable housing developments in Park City, lease and occupancy provisions will be monitored and managed by a professional property management firm and audited by various regulatory agencies (Utah Housing Corporation, capital partners, and Park City Municipal Corporation).

Project Occupancy - The Developer's mandate and fiduciary responsibility to PCMC is to maximize the community benefit and affordability. When PCMC solicited bids for a partner, a key component was experience and ability to maximize the number of affordable units. The Planning Commission approved 99 deed-restricted affordable rental units and 24 market-rate units, serving a total of 123 households. This translates into 225 bedrooms.

While occupants per bedroom vary due to various factors, Federal regulations limit the number of residents occupying the Project. Occupancy varies depending on household demographics but ultimately is regulated and capped. Under Federal regulations, the maximum number of residents is 2 per bedroom, with 1 permitted exception per unit (exceptions include foster children, in-house healthcare providers, etc.).

J. Fisher's affordable housing portfolio, which includes over 1,000 affordable units in other locations, averages 1.4 residents per bedroom. J. Fisher anticipates 300-350 residents. By comparison, Mountainlands data indicates that Park City experiences lower than average occupancy, sometimes as low as 1 resident per bedroom.

Homestake	Unit Count	Bedroom Count	If Avg Occupancy in JF Portfolio (1.4 per bedroom)	If All Households Meet 2 per bedroom	If All Household Meeting 2 per bedroom and permitted exceptions	Occupants Allowable Per Building Code
1 bedroom	28	28	39.2	56	84	112
2 bedroom	88	176	246.4	352	440	440
3 bedroom	7	21	29.4	42	49	42
Total	**123**	**225**	**315**	**450**	**573**	**594**

Project Financials

City Financing Contribution - We have evaluated various affordable housing delivery strategies and believe PPPs are currently the most efficient financial strategy from a per-unit cost perspective. PPPs also allow the City to participate in multiple projects simultaneously compared to a for-sale model, where the City's capital is locked up for the term of a construction project, and sales must be conducted to receive funds for future projects.

The hypothetical strategy exercise yielded an analysis indicating that PPPs could create affordable housing units ranging from $60,000-$125,000 cost-per-unit to the City, depending on specific project conditions. At approximately ~$100k per unit when factoring in land costs, the Engine House project falls well within the expected band of potential per-unit cost of an affordable housing unit in Park City.

PC Funding Contributions	
Soil Remediation	$ 800,000.00
Impact Fee Waivers	$1,824,459.00
Land Lease	$5,800,000.00
Total Contribution	**$8,424,459.00**
$/ Affordable Unit	**$ 85,095.55**

Project Schedule

AMPD/CUP Application Submittal – June 2022 – **COMPLETE**
Application for Low-Income Tax Credit – July 2022 – **COMPLETE**
Planning Commission Approval of AMPD – October 2022 – **COMPLETE**
Planning Commission Ratification of Development Agreement – **COMPLETE**
Finalize Ground Lease – June 2023
Site Remediation Commences – June 2023
Close on Financing – August 2023
Start Construction – August 2023
Complete Construction – December 2024

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Information
Agenda Section: WORK SESSION

Subject:
5:15 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section: APPOINTMENTS

Subject:
Appoint Emma Zevallos and Reappoint Austin Lau and Amir Vonsover to the Police Complaint Review Committee for Three Year Terms Beginning June 30, 2023

Suggested Action:

Attachments:
PCRC Appointments 2023 Staff Report

City Council Staff Report

Subject: Police Complaint Review Committee Appointment
Author: Michelle Downard, Resident Advocate & Chairperson of the Police Complaint Review Committee
Department: Executive Department
Date: June 22, 2023
Type of Item: Appointments

Summary Recommendation

Consider the Mayor's recommendation to appoint Emma Zevallos to a one-year term and reappoint Austin Lau and Amir Vonsover to three-year terms on the Police Complaint Review Committee, beginning June 30, 2023.

Background

To increase community involvement and accountability, the Park City Police Complaint Review Committee (PCRC) was established through Resolution 35-03 in 2003 and updated on September 17, 2020, by Resolution 19-2020. The Committee consists of 5 voting community members, a non-voting staff chairperson, legal advisor, city council liaison, the Chief of Police (ex-officio), and the Chief's Administrative Assistant. The Committee is an advisory body to review proposed dispositions of complaints filed against police personnel and provide recommendations to the Chief of Police and City Manager.

Police Complaint Review Committee	Term Expiration
Austin Lau	Jun-23
Amir Vonsover	Jun-23
Mary Christa Smith	Jun-23
Lee Gerstein	Jun-25
Sharon Serpico Hanson	Jun-25

Analysis

Three Police Complaint Review Committee seats are currently held by Austin Lau, Amir Vonsover, and Mary Christa Smith, with terms ending June 30, 2023.

The vacancies were advertised through the Park City Website, Park City Newsletter, KPCW, Park Record Newspaper, and social media. Three eligible applications were received from Austin Lau, Amir Vonsover, and Emma Zevallos.

Two additional applications were received. However, one applicant was ineligible by the PCRC Policies and Procedures. The other application was withdrawn by the applicant prior to an interview.

Applications were reviewed and interviews conducted by the sub-committee comprised of Councilmember Rubell, Chief of Police Carpenter, Beth Bynan (Executive Assistant to the Chief), Michelle Downard (Chairperson), and Sharon Hanson (Committee Member) on May 8, 2023, and June 5, 2023.

The sub-committee unanimously recommends and supports the one-year appointment of Emma Zevallos and the reappointment of Austin Lau and Amir Vonsover. The different appointment term lengths are recommended to further stagger terms on the Committee.

The Mayor, therefore, recommends the appointment of Emma Zevallos for a one-year term and the reappointment of Austin Lau and Amir Vonsover to the Police Complaint Review Committee to three-year terms beginning June 30, 2023.

Department Review

The Police, Legal, and Executive departments have reviewed this report.

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:
Fourth of July Event Reminders

Suggested Action:

Attachments:
2023 Fourth of July Reminders Staff Report

City Council
Staff Communications Report

Subject: **Fourth of July Celebration Reminders**
Author: **Jenny Diersen**
Department: **Special Events**
Date: **June 22, 2023**
Type of Item: **Informational**

Executive Summary

The Fourth of July Celebration is a long-standing civic event that reflects our community identity. The City is the event applicant through the Special Events Department and hired an Event Planner to coordinate the many activities. The festivities scheduled for Tuesday, July 4, 2023, include the traditional 5K run, Main Street Parade, City Park programming, Rugby and Volleyball tournaments, and new this year, a drone show at Park City Mountain resort instead of Fireworks.

Park City Event Schedule
8:00 a.m. 5K Fun Run with Park City Ski Team (register in advance)
9:00 a.m. Rodney Schreurs Fallen Officer Memorial
10:00 to 4:00 p.m. Annual Park City Library Book Sale
11:00 a.m. Flyover and Park City Fourth of July Parade
12:30 p.m. Food Trucks, Rugby, Music, and Kids Games at City Park
9:30 p.m. Drone Show at Park City Mountain Resort
All Day - Park City Fourth of July Volleyball Tournament & family activities at Park City Mountain Resort

Parade
This year we moved to an online parade application, and as of publishing this report, we anticipate 54 parade floats comprised of local Park City and Summit County residents and businesses. The parade will begin at 11 a.m. on Monday, July 4. This year's theme is *Stars and Stripes Forever*. We are working to confirm the Grand Marshal of the Parade.

Drone Show
In collaboration with Park City Mountain, the City will host a drone show on Tuesday night, July 4, between 9:30 and 10:00 p.m. We released an RFP in April for a drone show and received three proposals. Firefly was selected, and the City Council's budget allocation makes this possible. We also applied for a Sustainable Tourism Grant from Park City Chamber to offset costs and find out in July if we received funding. Though beneficial from a fire and air quality perspective, drone shows cost considerably more than fireworks ($45,000 as opposed to $17,000).

Transportation Impacts

We anticipate large volumes of traffic over the holiday weekend. Measures will be put into place throughout the weekend to reduce car trips and encourage alternative forms of transportation, including:

- Bike valet at 9th Street during the parade;
- Free parking with free transit at Richardson Flat, School District, Deer Valley, and Park City Resort Base;
- Bus lane on Deer Valley Drive to expedite Transit;
- Paid Parking at China Bridge is a $30 flat fee until 1 p.m. on Tuesday, July 4;
- Opening the Transportation Operations Center (TOC);
- Security hired to support Park City Police in residential areas; and
- Event Access passes will be required to enter Old Town residential areas from 8 a.m. to 1 p.m. on Tuesday, July 4.

Outreach and Engagement

Special Events and Community Engagement will implement an aggressive outreach plan focusing on impact mitigation, encouraging attendees to ride public transit, carpool, and walk or bike to Main Street instead of driving. A full schedule of events with Transportation and Parking Impact information will be available on the City's homepage and available in Spanish beginning June 27. Information is provided to residents and businesses and shared on social and local media. The community can also sign up for the City's text alert system by texting PCEVENTS to 888777 to receive the most up-to-date transportation and emergency information.

Community Partners

Thank you to those who help make Fourth of July Celebrations possible, specifically:

- Park City School District, Deer Valley Resort, and Park City Mountain for helping coordinate transportation and parking mitigation for the event.
- Event organizers, including Park City Mountain (activities and drone show site) Park City Boy Scout Troop (activities in the park), Park City Rugby Club (Rugby Games), Park City Ski Team (Fourth of July 5K Fun Run), Park City Resort (BBQ, music, and fireworks), Park City Recreation (Fourth of July volleyball tournament).
- Joel Fine and his team who lead the parade lineup and community judges to rank parade floats.
- Special Events appreciates the efforts of all City departments that play a role in coordinating and making this event possible. Their work is not often visible, yet essential in making this event safe and successful.

In addition to the City's event, a list of activities throughout Park City and Summit County includes:

Friday, June 30

Deer Valley Music Festival Concert – Patriotic Pops, Tickets required in advance
Forum Fest at Canyons Resort – Free and Open to the Public
88th Annual PRCA Oakley City Rodeo & Celebration – Tickets required, sold out

Saturday, July 1
Deer Valley Music Festival Concert – Spanish Nights with Pablo Sainz-Villegas, Tickets are required in advance
Forum Fest at Canyons Resort – Free and Open to the Public
88th Annual PRCA Oakley City Rodeo & Celebration – Tickets required, sold out

Sunday, July 2
Forum Fest at Canyons Resort – Free and Open to the Public
*Park Silly Sunday Market will not be held on Main Street

Monday, July 3
Annual Park City Library Book Sale (10:00 to 4:00 p.m.)
Forum Fest at Canyons Resort – Free and Open to the Public
88th Annual PRCA Oakley City Rodeo & Celebration – Tickets required, sold out

Tuesday, July 4
Forum Fest at Canyons Resort – Free and Open to the Public
88th Annual PRCA Oakley City Rodeo & Celebration – Tickets required, sold out

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Staff Report
Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Subject:
Emergency Management Update

Suggested Action:

Attachments:
Emergency Management Update 2023

City Council Staff Communication

Subject: Emergency Management Department Annual Update
Author: Mike McComb
Departments: Emergency Management
Date: June 22, 2023

Summary

The following report is an annual update on Park City Municipal's Emergency Management programs and initiatives.

Background

Emergency Management is a core public safety function that works closely with other public safety agencies, departments, and groups to coordinate mitigation, preparedness, response, and recovery activities for major hazards and incidents. The Emergency Manager (EM) is appointed in accordance with the Emergency Management Act, Utah Code Section 53-2a-1402.

The EM chairs or co-chairs several City and County programs, including the Emergency Management Group, City Safety Committee, Building Security Committee, Citywide Training Committee, Forestry Advisory Board, Summit County Local Emergency Planning Committee, and the Western Summit County Wildfire Fuels Committee, as well as serving as Utah League of Cities and Towns representative to the Governor's Emergency Management Advisory Council, and is also the incoming President of the Utah Emergency Management Association (2nd term).

Emergency Management. Over the past year, emergency management has focused on capability development, incident response and exercises, special event security and traffic mitigation, and wildfire risk mitigation. Major incident responses since July 2022 include:

- **2023 Spring Runoff**. Public Works led the City's preparations and response to runoff posed by the 2022/23 snowpack. The EM assisted Public Works through coordination, messaging, and logistical support. In addition to helping Public Works, the EM worked with Utah Geological Survey and City Building and Engineering Departments to evaluate earth movement resulting from excess soil saturation at a construction site.
- **2023 Sundance Film Festival**. The EM managed the Emergency Operations Center in support of City departments and agencies during the 2023 festival. Led daily briefings for all participating City departments and local, County, State, and Federal partner agencies.
- **Peak Traffic Operations Management Assistance**. The EM filled in for the Traffic Operations Manager for several dates throughout the peak 2022-23 winter traffic season.
- **Police Department Assistance –** The EM assisted Police with multiple incidents throughout the year, drone operations for search and rescue, emergency notifications, augmenting Police as an additional resource, and deploying the mobile command trailer for event security.

Added Capabilities. The EM obtained the following certifications in 2022/2023:

- In October 2022, the EM graduated Police Officer Standards and Training and was sworn in as a ***Police Officer***, serving as class president for Class 366, one of the largest classes in recent years. In March, the EM completed the Field Training Officer process and now operates as an additional resource for Police.
- In May 2023, the EM ***recertified as a Wildland Firefighter 2***, allowing for on-scene wildfire coordination.

EM-Specific Community Outreach

- **2023 Spring Runoff**. The EM briefed local groups and agencies on the City's preparation, including media outlets, Summit County Board of Health, Park City Rotary, and Prospector Property Owners Association.
- Working with the Summit County Public Lands Manager, the EM co-chairs the ***Western Summit County Fuels Committee***, consisting of HOAs, resorts, City and County, and landowners throughout western Summit County on fuels mitigation projects.
- Participated in Fall 2022 ***PCMC Projects Open House*** event, focusing on wildfire and emergency preparedness.
- ***Wildfire awareness newsletter*** sent to P.O. box holders in Park City, focusing on wildfire mitigation and fire-adapted communities.
- ***Quinn's Junction Emergency Working Group*** – The EM chairs a local emergency working group to coordinate response and communications among Quinn's Junction agencies.
- ***Park City School District Security Committee -*** served with public safety and school officials to review security procedures, techniques, and protocols.
- Briefed the ***Citizens' Academy*** on the Incident Command System and personal preparedness.

Wildfire Mitigation on City Open Space - Supported Trails and Open Space in fuel mitigation projects for City-owned lands, with concentrated efforts in the Treasure Hill, Marsac Avenue, Daly Canyon, and Rossie Hill areas. Renewed Park City's *Firewise USA* annual certification.

Planning – In addition to the primary purpose of laying out a roadmap of objectives for programs and initiatives, certain Federal and State grant opportunities require adoption of specific plans for the City to be eligible for funding or reimbursements.

- ***Forestry Plan.*** The EM chairs the City's Forestry Advisory Board, a key deliverable of which is the Forestry Plan for approval and adoption by Council. Following completion of the Community Wildfire Risk Assessment, an RFP is planned to address urban and open space forestry, including maintenance of healthy forested areas.
- The City's 2021 ***Community Wildfire Preparedness Plan*** and ***Citywide Evacuation Plan*** can be found at www.bereadyparkcity.org and other preparedness resources.

Exercises & Training - Exercises with stakeholders and partner agencies strengthen response, communication, and coordination.

- **2022 Full-Scale Exercise** (link). PCMC hosted a full-scale evacuation exercise on September 28, 2022, with several public safety stakeholders and 60 community members.
- ***Great Utah Shakeout Drills*** on April 20, 2023, with City building evacuation drills, including using the emergency mass notification system.
- Participated in ***the Rocky Mountain Power Public Safety Power Shutoff Tabletop Exercise*** on June 14 in Summit County.

- Conducted ***Run-Hide-Fight Training*** for Planning Department to discuss active threats and emergency planning.

Special Events Security
Police, Special Events, EM, and supporting City departments continue security and traffic mitigation for special events. With City Engineer assistance, the EM planned the installation of Phase II upper Main Street bollards to prevent vehicle incursions during special events, including Savor the Summit, Independence Day, Kimball Arts Festival, Miner's Day, Halloween on Main, and Shot Ski.

Staff Occupational Safety & Health
Maintaining a safe working environment is key to attracting and retaining a professional workforce. The EM chairs the City Safety Committee, comprised of department representatives overseeing the City's Health and Safety Policy. The Policy intends to ensure the City meets or exceeds Utah Occupational Safety and Health (UOSH) regulations in its workplace practices, examine workers' compensation claims data to identify injury trends and take corrective action, conduct workplace safety walk-throughs, and ensure adequate safety training.

Working with HR and the City Attorney's Office, the Safety Committee ***updated the City's comprehensive Health & Safety Policy***. Additionally, the Committee:

- Began a comprehensive replacement program for the City's aging public AEDs;
- Conducted six comprehensive workplace safety walk-throughs, with Workers Compensation Fund assistance;
- Updated the City's Safety Education Program to reflect updated training requirements;
- Addressed the Utah Safety Council annual conference regarding the City's public AED program;
- Sara Rush-Mabry, a Safety Committee member, awarded the Utah Safety Council for safety innovations!

Experience Modifier (e-mod). In 2022, the City's three-year rolling average of workers' compensation claims resulted in an experience modifier of 0.87. The Safety Committee is chartered to draft and oversee a five-year safety plan. The Safety Committee seeks to:

Experience Modifier (e-mod). The insurance industry applies an experience modifier, or 'e-mod,' used to calculate the entity's level of risk relative to an established industry average, based on an insured entity's number and cost of claims over a defined annual rolling period. An e-mod over 1.00 indicates an individual entity experienced more claims than the industry average. An e-mod of less than 1.00 reflects the entity has reduced risks. Annual premiums and discounts are based accordingly on the e-mod rating. Those with a higher e-mod pay higher premiums, while those with lower risk receive a discount.

In 2022, the City's e-mod was 0.87

- Complete Citywide safety survey to document attitudes towards safety, measure progress, and solicit ideas for improved procedures/policies, etc.
- Begin implementing Operational Risk Management program, policies, and procedures.
- Implement AED Ordinance Requirement municipal code (moved from FY-23).
- Provide a much-improved online portal for employee Safety.
- Offer building-specific training on AED's, fire extinguishers, and building evacuation plans (moved from FY-23).

The City Safety Committee's efforts have borne fruit since its inception in 2014, including:

> *"[A] significant reduction in both claims frequency and severity. Over the past four years, claims frequency per million dollars of payroll has decreased from a high of 0.826 (23 claims) in 2019 to a low of 0.389 (11 claims) in 2022. Claims costs are also decreasing from a high of $132,661 in 2020 to $76,981 in 2021 and $12,234 with less than two weeks remaining in 2022."*
>
> ***- 2022 Workers Compensation Safety Services & Injury Claims Report Executive Summary***

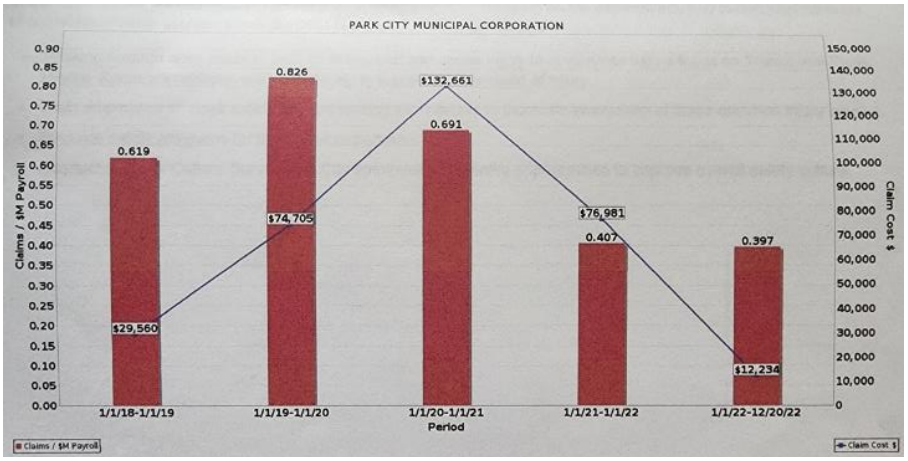


Figure 1 – Broad-Level Workers Compensation Claims per $1M Payroll, source: ***2022 Workers Compensation Safety Services & Injury Claims Report***

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Public Utilities
Item Type: Staff Report
Agenda Section: CONSENT AGENDA

Subject:
Request to Authorize the City Manager to Execute a Water Conservation Software Contract with WaterSmart Software, Inc., Not to Exceed $213,111.29, in a Form Approved by the City Attorney

Suggested Action:

Attachments:
WaterSmart Software Contract Staff Report
Exhibit A: Scope of Services
Exhibit B: Information on Park Cityâ€™s WaterSmart Use

City Council Staff Report

Subject: WaterSmart Software Contract
Author: Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: June 22, 2023
Type of Item: Administrative

Recommendation
Consider a request to award a Water Conservation software contract with WaterSmart Software, Inc., not to exceed $213,111.29, in a form approved by the City Attorney.

Executive Summary
Park City has offered its water customers access to their hourly water usage, leak alerts, out-of-town usage notifications, and other print and email communications through a platform called WaterSmart (recently rebranded VXsmart.) This service has been provided for about a decade, and the current contract is expiring. Public Utilities is recommending that the City enter into a contract with WaterSmart in an amount not to exceed $213,111.29 to continue service for an additional 5 years.

Analysis
The five-year contract costs $34,925 for the first year and escalates at approximately 5% per year reaching $42,470.54 in the fifth and final year. This equates to approximately $6.23 per customer for the contract's first year and escalates at 5%. The contract also contains an optional line item for up to $20,000 for professional services. This is available for reintegrating WaterSmart when Tyler Eden, our current Enterprise Resource Planning system, and Utility Billing system, is replaced with a new one.

As an existing software program of the City, and in recognition of the value generated by 53% of our customers having voluntarily created login credentials for the system, this is exempt procurement under Procurement Rules 5-1(J) (“J. Contracts to maintain existing software systems in use by PCMC…”). Public Utilities finds that this software continues to create value for the community, enhance our conservation program, allow for better water use control by residents, and provide valuable customer set alerts for leaks.

Exhibit B provides additional information on the services provided by this contract.

Funding
- Funding for this service is provided through water service fees.

Exhibit
Exhibit A: Scope of Services
Exhibit B: Information on Park City’s WaterSmart Use

1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

ORDER FORM

Prepared By: Eric Thompson
Email: eric.thompson@vertexone.net
Phone:

Client Name: Park City, UT
Contact Name: Jason Christensen
Billing Address: 1053 Iron Horse Dr
Park City, UT 84060
US
Email: jason.christensen@parkcity.org
Phone: (435) 615-5331

Billing Contact:
Email:
Phone:

Quote Number: Q-01884
Offer Valid Through: 6/30/2023

Contract Effective Date: 7/1/2023
Contract End Date: 6/30/2028

Payment Frequency: Annually in Advance
Payment Terms: Net 30

Services	Year	Quantity	Sales Price	Total Price
WaterSmart Platform	Year 1	6,500.00	$3.50	$22,750.00
Email Water Reports (Unlimited)	Year 1	1	$6,000.00	$6,000.00
Print Water Reports	Year 1	4,750	$1.30	$6,175.00
			TOTAL:	**$34,925.00**

Services	Year	Quantity	Sales Price	Total Price
WaterSmart Platform	Year 2	6,500.00	$3.68	$23,920.00
Email Water Reports (Unlimited)	Year 2	1	$6,300.00	$6,300.00
Print Water Reports	Year 2	4,750	$1.37	$6,507.50
			TOTAL:	**$36,727.50**

Services	Year	Quantity	Sales Price	Total Price
WaterSmart Platform	Year 3	6,500.00	$3.86	$25,090.00
Email Water Reports (Unlimited)	Year 3	1	$6,615.00	$6,615.00
Print Water Reports	Year 3	4,750	$1.44	$6,840.00
			TOTAL:	**$38,545.00**

Services	Year	Quantity	Sales Price	Total Price
WaterSmart Platform	Year 4	6,500.00	$4.05	$26,325.00
Email Water Reports (Unlimited)	Year 4	1	$6,945.75	$6,945.75

1321 Upland Dr. Suite 8389
Houston, TX 77043
United States

Services	Year	Quantity	Sales Price	Total Price
Print Water Reports	Year 4	4,750	$1.51	$7,172.50
			TOTAL:	**$40,443.25**

Services	Year	Quantity	Sales Price	Total Price
WaterSmart Platform	Year 5	6,500.00	$4.25	$27,625.00
Email Water Reports (Unlimited)	Year 5	1	$7,293.04	$7,293.04
Print Water Reports	Year 5	4,750	$1.59	$7,552.50
			TOTAL:	**$42,470.54**

ORDER TOTAL $193,111.29

Still finalizing language for additional up to $20,000 for as needed reintegration. Total to increase by that amount.

Terms and Conditions

This legally binding Order Form is governed by the Agreement dated July, 1 2023 made between WaterSmart Software Inc and Park City, UT ("Client") which are hereby incorporated into this Order Form by reference. A Client signature below constitutes acceptance of the terms of that Agreement. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control.

Signatures

WaterSmart Software Inc

Name:_____
Title:_____
Date:_____
Signature:_____

Park City, UT

Name:_____
Title:_____
Date:_____
Signature:_____

Program At a Glance

Program Overview

Program Length	60 months
Total Meters	6,500

Meter Data

AMR / Manual Read	No
AMI	Yes

Electronic Bill Presentment & Payments

Bill Display	Bill Amount Due and History
Paperless Billing	No
Payment Website Integration	Single-Sign On

Dashboard and Portal

Utility Analytics Dashboard	Yes
Customer Portal	Yes

Alert and Notifications

Print Leak Alerts	No

Water Reports

Water Reports	Yes

Additional Services

On-site Training	No

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Houston, TX 77043
United States

Premium Integration Description	1. WaterSmart Integration Services

Customer Letter

Customer Letter	No
Special Circumstances	None

Exhibit B

Customer Engagement KPIs

69.2% Total Engagement Rate

The Total Engagement Rate represents the percent of constituents that have engaged with the VXsmart Platform.

53.5% Overall Portal Registration Rate

- 2,486 – Single-family Residence (SFR)
- 195 – Commercial
- 132 Irrigation-only
- 205 Multi-family Residence (MFR)

53% Current Water Report Recipients

3,020 of registered accounts

.

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1

Customer Messaging KPIs

14.8K Group Messages Sent

- Delivered to target audience using VXsmart Reports or Polygon Tool
- Created templated message including customer specific variables
- Messages sent to working emails or text enabled devices
- 5,710 registered residences for group messaging

70% Group Message Open Rate (Emails)

- Industry average email open rate: 28.8% (Mailchimp)
- VXsmart customer average: 61.9 %

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2

Leak Detection & Alerting KPIs

5.3K Total Leaks Detected

Leaks are detected when hourly interval consumption exceeds both:

- Minimum Gallons Per Hour (GPH)
- Minimum Duration.

We detect two types of leaks this way: Burst and Continuous.

2.5K Leaks Alerted

The number of alerts sent is a function of the leak detection threshold configuration, and the availability of customer contact information. As we collect more customer email addresses the number of alerts sent will increase.

96 % positive Leak Alert feedback

Customer sentiment is calculated as the number of positive leak feedback comments submitted through the leak resolution contact form among comments determined to have either positive or negative sentiment.

Resolution Feedback

- 90.13837 gallons of water saved on average.

3

Water Report Program KPIs

5.44K Water Report Recipients

The number of customers receiving Water Reports in the past year.

29.7K Total Water Reports Sent

This counts up the total number of reports sent out via email and print over the past year.

4

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: CONSENT AGENDA

Subject:
Request to Approve a Film Permit "Amazing Grace" to be Finalized by the Special Events Department at the McPolin Farm in a Form Approved by the City Attorney

Suggested Action:

Attachments:
McPolin Farm Filming Amazing Grace Staff Report
Exhibit A: Amazing Grace Film Application
Exhibit B: Amazing Grace Filming Permit Draft

City Council Staff Report

Subject:	**McPolin Farm Filming – Amazing Grace**
Author:	**Jenny Diersen**
Department:	**Special Events**
Date:	**June 22, 2023**
Type of Item:	**Consent - Administrative**

Recommendation
Review and consider a request to approve a film permit finalized by the Special Events Department at the McPolin Farm in a form approved by the City Attorney.

Executive Summary
The McPolin Farm Conditional Use Permit (CUP) requires special events to be processed by staff and reviewed for approval or denial by City Council.

Under Park City Code section 4A-2-12, filmmaking is considered a Special Event unless it does not create a substantial impact or require substantial City services. The Code requires those engaged in filmmaking to provide proof of insurance, a shooting schedule of events, written permission from property owners, and access to any set or site for code enforcement.

On April 27, 2023 (report p. 496 / minutes p. 17), Council received an update on events planned at McPolin Farm this summer. Additional event proposals will be brought to City Council as required by the CUP.

Analysis
In May, Special Events received a Film Application for a music video (Exhibit A) capturing a local musician's YouTube channel. The sunset music video shoot of "Amazing Grace" features piano, vocals, piccolo, and a snare. The film crew will have a professional piano company deliver a baby grand piano and set it up on the grounds of McPolin Farm. The gates leading up to the property would be unlocked so that the piano can be delivered directly to the location. The piano delivery truck (pick-up truck with a trailer), along with the piano, will stay on paved surfaces and will avoid the grass. The musicians will perform along with a pre-recorded track while the cameraman gets footage from a variety of viewpoints.

The application meets all the requirements of the CUP. The Friends of the Farm met on Monday, June 5, reviewed the request, and supported the application. The McPolin Farm CUP limits the maximum number of events to 12 yearly events. If City Council approves the Film Permit, this will count as the 7th event at McPolin Farm this year (as approved at the April 27 and June 12 meetings). Filming details include:

- Filming: July 27.
- Timing: Evening between 5:00 and 9:00 p.m.
- Impacts: Minor Impacts – hand-held camera and tripod with a crew of 5 and 4. No parking impacts. The crew and talent will park in the parking lot across from the McPolin Farm on Highway 224.

- Insurance and other requirements: The applicant has provided the required insurance.
- Use of the site: The applicant has not asked for the site's exclusive use, and the site will remain open to the public. Additionally, the applicant will ensure that musical instruments and props remain on the pavement and not in the grass.
- Fees: The applicant agreed to pay fees associated with using the McPolin Farm, estimated at $250.

Funding

The Applicant is willing to pay City Services, estimated at $250, which will go to individual department line items in the General Fund.

Exhibits

A Film Application for Amazing Grace
B Draft Film Permit

Filming Permit Pre-Application Form

All Filming Permit Pre-Applications should be sent to Stephanie Valdez in the Special Events Department at stephanie.valdez@parkcity.org. For questions, please call 435.640.5063.

The Special Events Department no longer accepts rolling applications. The Special Events Manager or Film Coordinator will try to respond within one week after receiving a Filming Pre-Application. Other major events or holidays may delay our response. All applicants must submit the following Filming Permit Pre-Application Form and receive administrative permission from the Park City Special Events Department and provide proof of liability insurance in an amount determined by the City prior to submitting a Filming Permit Application. Review the Peak and Local Time Period Calendar which may restrict filming during specific times.

A complete application and written scope outlining all parameters of the request is required no later than 21 days in advance of the first date of filming. Failure to submit a complete application and/or submission of that application outside of the required time frame may delay the approval process. Please note: application submission does not guarantee approval.

Film Date(s) or Application are not approved until the Filming Permit Application is reviewed and approved in a Film Permit.

Fill out the information below:

Contact Information	
Primary Contact First & Last Name	Chris Jones
Business/Organization Name	Cosette Jones Music
Email Address	cosettejonesmusic@gmail.com
Phone Number	801-870-1699
Website	cosettejonesmusic.com

Film Shoot Description
Brief description of film shoot
We will have a professional piano company deliver a baby grand piano and set it up on the grounds with the McPolin Barn in the background. We will have 1 vocalist and 2 additional musicians perform along with a pre-recorded track to capture a music video of the song Amazing Grace. The total time that we will be filming will be roughly 2 hours.

Filming Information		
Project Name		Amazing Grace Video Shoot
Requested Date(s)		Either July 26, 27, 28, 31 or Aug 2
Proposed Time		Either Sunrise or Sunset
Estimated Numbers	Cast	4
	Crew	3
	Extras	0
Film Location(s) Please list all that apply: Film Location, Fields, Parks, Public Facilities, Trails, Private Facilities & Letter of Permission, Streets, Other		Outside of the McPolin Barn

EXHIBIT B - LEVEL ONE FILMING PERMIT

Type of Permit:	**Level 1 Filming Permit**
Film Project Name:	**Amazing Grace Music Video Shoot**
Film Date(s):	**Thursday, July 27, 2023**
Filming Time(s):	**Prep 5:00-5:30 pm**
	Filming 5:30-8:00 pm
	Strike 8:00-8:30 pm
Film Location:	**McPolin Farm**
Permittee:	**Josh Sales Films**
Contact Person:	**Chris Jones**
	801.870.1699 / cosettejonesmusic@gmail.com
Approved By:	**City Council of Park City**
Approval Date:	**June 22, 2023**

Amazing Grace Music Video Shoot is to be filmed at McPolin Farm on either July 27, from 5:00 pm to 8:00 pm.

A Site Map, Operations Plans, Insurance, and Hold Harmless Waiver shall be attached to this permit as an exhibit. This Level One Filming Permit has been issued under the authority described within the Park City Municipal Code Section 4A based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1) Amazing Grace Music Video Shoot is to be filmed at McPolin Farm on July 27, 2023 from 5:00 pm to 8:00 pm.
2) Per section 4A-2-12 of the Park City Municipal Code, film-making shall be considered Special Events.
3) Per section 4A-1-1.11(A), Amazing Grace Music Video Shoot is a Special Event based on the following:
    a) The activity is a unique activity occurring for a limited duration that impacts the City by involving the use of, and having impact on, City property, and requiring City licensing or services beyond the scope of normal business. It is an outdoor, temporary event that does not normally occur with the permitted Venue use, and creates public impacts through the following:
        (i) Use of City property, facilities, and trails.
4) Per section 4A-1-1.11(B), the event is a Level One event due to:
    a) The event occurs on one day and is not a series;
    b) Has minor impact to surrounding areas and can be held within existing Venue/use area; and
    c) Does not require public safety staffing beyond normal operations.
5) Amazing Grace Music Video Shoot is a New Event and did not exist on the 2022 event calendar.

DRAFT

6) The City restricts the number of Special Event Permits annually, however, there is no restriction on Level One Events.
7) The filming will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its Venue.
8) The filming will not require the diversion of so great a number of police, fire, or other essential public employees from normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
9) The filming will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
10) There are other Special Events that have been permitted within Park City Limits on July 27, 2023 including Extreme Cup Soccer and Sundance Summer Series, however, there are no direct conflicts between these events, therefore, Amazing Grace Music Video Shoot will not interfere with the provision of City services in support of other events or governmental functions.
11) The filming does not create an imminent possibility of violent or disorderly conduct likely to endanger public safety or cause significant property damage.
12) The filming does not partner with a Disruptive Technology.
13) This application was submitted by Chris Jones of Josh Sales Films. Chris has worked with City Staff to ensure that all conditions of the event will be met. The permittee has demonstrated an ability and willingness to conduct the event pursuant to the terms and conditions of the Park City Municipal Code and has never failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.

Conclusions of Law:

1) The application is consistent with the requirements of the Park City Municipal Code, Title 4A, Chapter 2.

Conditions of Approval:

1) The permittee shall ensure that all activities abide by the laws and parameters set forth by Standards for Permit Approval, section 4A-2-4.
2) All plans for tents and other temporary structures as well as flammable materials must be submitted and approved by the Building Department.
3) The permittee shall provide all required permits required by local agencies, along with any associated fees and must abide by all City and Land Management Codes.
4) The permittee is responsible for securing all City, County, and State permit approvals required for this event shall be secured by no later than the Friday before the event date and submitted to Park City Municipal.
5) The approval identification provided with the approval of this permit must be in possession of the permittee at all times while on location and must be made available for inspection when requested by City authorities or the public.
6) The permittee shall provide to the Special Events Manager, proof of liability insurance in the amount required by the Special Events Manager of the City Attorney's Office and shall further name Park City Municipal Corporation as additional insured. The permittee shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees.
    a) Commercial general liability required: $1,000,000 per occurrence/ $2,000,000 aggregate

DRAFT

b) Auto liability required: $1,000,000 per occurrence (owned/non-owned – any auto)
c) Workers Compensation coverage in the amount of $1,000,000 per accident, $1,000,000 disease each employee, and $1,000,000 disease policy limit
d) Park City Municipal Corporation is hereby named an additional insured. For any claims related to this permit, the permittee's insurance coverage shall be primary insurance coverage as respect to PCMC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PCMC, its officers, officials, employees, or volunteers shall be in excess of the permittee's insurance and shall not contribute to it. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the permittee, its employees, agents, and subcontractors

7) All vehicles and the piano shall remain on paved surfaces and will avoid the grass.
8) The permittee shall be solely responsible for loss or damage to the McPoin Farm complex, buildings and equipment. The permittee shall reimburse the City for all damages to the facilities and/or property resulting from such use other than ordinary wear and depreciation. The permittee shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of, or connected in any way with the use of the McPolin Farm complex.

APPROVED this Thursday, the 22nd Day of June 2023.

PARK CITY MUNICIPAL CORPORATION

_____
Signature Line

DRAFT

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Legal
Item Type: Resolution
Agenda Section: CONSENT AGENDA

Subject:
Request to Authorize the City Manager to Enter into a Contract with Computer Sciences Corporation for Risk Management Software, Not to Exceed $146,000 for Three Years, in a Form Approved by the City Attorney

Suggested Action:

Attachments:
Computer Sciences Contract Staff Report

City Council Staff Report

Subject: Computer Sciences Corporation Limited Term License
Author: Tricia S. Lake, Assistant City Attorney/Prosecutor
Department: City Attorney's Office
Date: June 22, 2023
Type of Item: Administrative

Recommendation

Review and consider authorizing the City Manager to enter into a contract, in a form approved by the City Attorney, with Computer Sciences Corporation (Assure Claims Access) for a three-year term to obtain a license for risk management software. The amount of the contract will not exceed $146,025.25.

Executive Summary

The City Attorney's Office manages the City's civil litigation and risk management incidents. Risk management incidents include vehicle accidents, water flooding events, slips and falls, etc. Both litigation cases and risk incidents require case management and tracking incurred losses from the self-insurance fund. In addition, the City Attorney's Office and the Executive Department administer the City's annual insurance placements. A case management software system has become vital to effectively and efficiently manage the increasing volume of civil litigation and risk management incidents for the City; to adequately and accurately track incurred losses from the City's self-insurance fund; and to effectuate cost-efficient insurance placements.

Analysis

The City Attorney's Office uses eProsecutor case management software for the administration of prosecution files. The system is provided by a grant from the State of Utah and the Utah Prosecution Council. The Office does not have corresponding case management software to administer civil litigation files and risk management incidents. Instead, we use a makeshift case management system that is a hybrid, including paper files, electronic files, Eden, Excel, and Outlook.

The steady increase in cases and incidents has compounded the existing system's difficulty and underscored the need for a modern and professional approach. Based on manually created data, the Office is tracking between 100-220 incidents, claims, and litigation matters at any given time. The software will enable better management, searching, and sharing of civil litigation files, providing more timely and efficient tracking and processing of risk management incidents.

Insurance placement is closely related to the administration of civil litigation and risk management incidents. Cost-efficient insurance placement requires easily understood loss run reports. Loss runs are a formulaic methodology for liability claims data, and the more comfortable underwriters are with loss runs, the more competitive they are with insurance quotes. Case management software will enable the City to more accurately track incurred losses, including payments and reserves from the self-insurance fund,

and to compile loss run reports. This will place the City in the best posture for annual insurance placement and reflect industry best practices.

Funding

Funding for the limited-term software license acquisition was provided in the FY23 CIP Budget, and the ongoing funds are included in the FY24 CIP budget.

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Work Session
Agenda Section: CONSENT AGENDA

Subject:
Request to Relocate Two Pieces of Public Art, "Dogs of Bark City" and "Up in Flames," Due to the Reconstruction of the Park Avenue Bus Shelters

Suggested Action:

Attachments:
Park City Public Art Bus Shelter Relocation Staff Report
Exhibit A: Park Ave Bus Shelter Artwork Relocation Information

City Council Staff Report

Subject: Park Avenue Public Art Bus Shelter Relocate
Author: Jenny Diersen
Department: Staff Liaison to the Public Art Advisory Board
Date: June 22, 2023
Type of Item: Consent - Administrative

Recommendation

Consider a recommendation from the Park City Public Art Advisory Board (PAAB) to relocate of two artworks, *Dogs of Bark City* and *Up in Flames*, due to the reconstruction of the Park Avenue Bus Shelters.

Executive Summary

In 2005, the City constructed bus shelters throughout the City and put out an RFP to acquire artwork on seven bus shelters. Anticipating the Park Avenue Bus Shelter reconstruction project this summer, the Park City Public Art Advisory Board (PAAB) considered several alternatives to relocate two works of art on the current shelters in collaboration with the Engineering, Trails, and Public Works Departments. PAAB determined that two artworks need to be relocated because the new bus stop designs cannot accommodate the artworks.

PAAB reviewed options in several meetings and, on May 8, 2023, unanimously voted to relocate the two artworks as follows:

- *Dogs of Bark City*, 2005 – move to Quinn's Junction Trailhead.
- *Up In Flames*, 2005 – place in storage until a new location can be determined while further exploring Main Street for a potential location. We are concerned that the artwork may deteriorate, be unrepairable, and therefore be decommissioned when we remove it from the current bus shelter.

Analysis

Per the Park City Public Art Policies (p. 4), which were adopted by resolution 18-2020, all decisions regarding Public Art shall be made final by the City Council. As outlined on page 13 of the policies regarding relocation and deaccession, PAAB is charged with reviewing potential relocation situations and may consider moving a public artwork for one or more of the following reasons:

- *The site is being eliminated, is no longer publicly accessible, or there are other changes in relevant circumstances that require artwork to be removed from the site.*
- *The site is being changed so that the artwork is no longer compatible with its setting.*
- *The condition and/or security of the artwork cannot be reasonably guaranteed at its current site.*
- *The artwork has become a danger to public safety.*

If the PAAB decides that one or more of the above conditions exist, it may proceed as follows:

- *Public Art Advisory Board members make a good faith effort to discuss re-siting with the artist or donor.*
- *If the PAAB is not able to recommend an alternate site, the artwork may be recommended for deaccession or placed into storage until other options become available.*
- *PAAB members refer the recommendation to the City Manager or his/her designee or City Council with the final decision made by the City Council.*

In several public meetings, PAAB determined the site for both artworks (*Dogs of Bark City* and *Up in Flames*) is being eliminated making the artworks incompatible with the current setting, and determined that the condition of the artwork cannot be reasonably guaranteed at its current site. PAAB worked to contact the artist regarding the relocation and evaluated several options which included the Rail Trail, Quinn's Junction, and Park City Library Field. Ultimately on May 8, 2023, PAAB made the following recommendations.

Dogs of Bark City, 2005:
PAAB recommends moving the artwork to Quinn's Junction Trailhead Kiosk. They originally considered Quinn's Junction Dog Park, however, it was not feasible to attach the artwork to the pitched roof shade structure.

Up In Flames, 2005:
PAAB recommends removing the artwork and placing it in storage until a new location can be found. PAAB originally considered locations along the Rail Trail, however, there are no viable structures. Additionally, upon review of the construction of the artwork, we are concerned that the removal may damage the artwork beyond repair. If the artwork survives, PAAB will explore options for relocating this artwork closer to Main Street, near the site of the Great Fire of 1898, which the artwork represents.

The construction of the Park Avenue Bus Shelters will commence immediately. We plan to relocate these artworks by the beginning of July.

Funding

We estimate the relocation of both artworks will cost up to $800. This is within the Public Art Advisory Board's current budget.

Exhibits

A Park Avenue Artwork Relocation Information

BUS SHELTER RESITE LOCATIONS

Dogs of Bark City, 2005

Park City locals love their dogs and have nicknamed the town Bark City. The "Dogs of Bark City" bus shelter is one of eight shelters commissioned by Park City as the first official project of the Public Art Program established in 2003. Each shelter reflects an aspect of life and culture in Park City.

Up In Flames, 2005

"Up in Flames" references The Great Fire of 1898, which burned many of the first buildings in the town to the ground. The fire started one early morning in a hotel on upper Main Street. The cause remains unknown, and theories range from a guest's unattended candle to a kitchen stove's chimney igniting.

Untitled Map
Write a description for your map.

Legend
Feature 1

Dogs of Bark City Resite

Daly West Sculpture

248

Kearns Blvd

Sidewinder Dr

Prospector Ave

Bonanza Dr

Paddington Dr

Euston Dr

High St

Solamere Dr

Hidden Oaks Ln

Rising Star Ln

Ridge Dr

Google Earth

800 ft

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: CONSENT AGENDA

Subject:
Request to Authorize Two Utility Easements with Rocky Mountain Power Company across Property Owned by Park City Municipal Corporation

Suggested Action:

Attachments:
Rocky Mountain Power Underground Utility Easements Staff Report
Exhibit A: Gambel Oak Underground Easement - PCMC - OOT-HSTONE-OS-X, SA-S-35-X
Exhibit B: BLM Underground Easement - PCMC - PC-551-BLM-X

City Council Staff Report

Subject: Rocky Mountain Power Utility Easements
Author: Heinrich Deters, Trails & Open Space Manager
Department: Trails & Open Space
Date: June 22, 2023
Type of Item: Administrative- Property

Recommendation

Review and consider Rocky Mountain Power's (RMP) request for two underground utility easements across property owned by Park City Municipal Corporation (PCMC) on April Mountain, consistent with applicable property encumbrances, including the Gambel Oak Conservation Easement. (Exhibit A & B)

Executive Summary

RMP, a subsidiary of PacifiCorp, is undergrounding utilities as part of an overall effort to help mitigate wildfire concerns throughout the West. Numerous aerial easements, dating back to the 1950s and '60s, traverse city-owned properties and open spaces. RMP requests minor deviations from existing aerial easements to accomplish the undergrounding more efficiently.

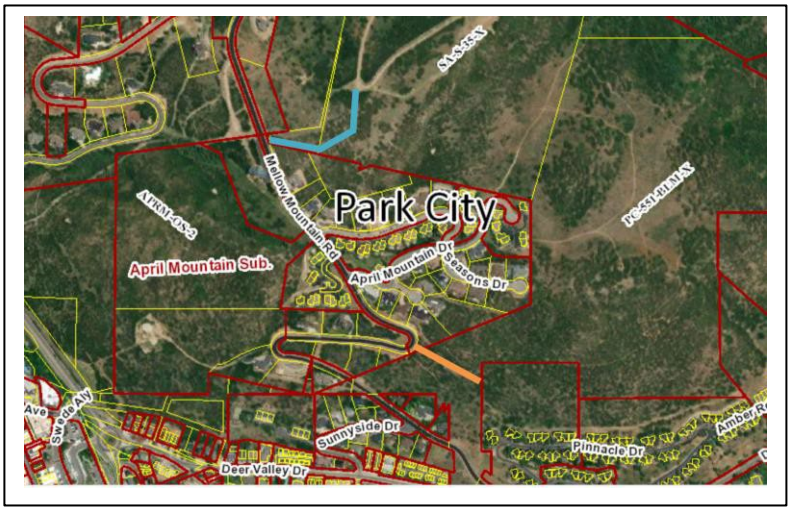
Background

Over the past two years, RMP has worked with various City departments and representatives to underground and update utilities within City limits and on City property. Specifically, work has occurred in Empire Canyon, Bonanza Flat, Daly Canyon, Gambel Oak, and McLeod Creek. In November, RMP representatives identified their 2023 Park City work plan, including work in Daly Canyon, the Gambel Oak property, and new projects in Old Town.

Analysis

Below is an analysis of both requests and a detailed map depicting locations on April Mountain.

- **Gambel Oak (Blue Line):** The request is located above Mellow Mountain Road and the Aerie subdivision.
    - RMP has agreed to include a conduit for fiber optics in the project



scope and as requested by the Public Utilities Department.

- **BLM Utility Easement (Orange Line):** The Bureau of Land Management (BLM) previously granted a thirty-year utility easement to RMP at this location. PCMC acquired Gambel Oak from the BLM in 2013 and the BLM easement has since expired. RMP requests a permanent easement to replace the now-expired easement.

As noted, the easements traverse the Gambel Oak Conservation Easement, held by Summit Land Conservancy (SLC). SLC staff reviewed the easement proposals and determined they are consistent with the permitted uses.

Funding

No funding is required for this item.

Attachments

Exhibit A- Gambel Oak Easement
Exhibit B- BLM Utility Easement

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/Brian Bridge
1407 West North Temple Suite 110
Salt Lake City, UT 84116

Project Name: Park City - Judge 46kV Rbld - ROW - FHCA
WO#: TPAR/2020/C/004/10077712
RW#: 2022LBB007

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Park City Municipal Corporation ("**Grantor**") hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors, and assigns ("**Grantee**"), a non-exclusive easement for a right of way 20 feet in width, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of underground electric power transmission, distribution, and communication lines, including wires, fibers, cables, conductors, and conduits (collectively "**Facilities**") on, across, or under the surface of the real property of Grantor in **Summit** County, State of **Utah**, more particularly described as follows and as more particularly described and/or shown on Exhibit "**A**" attached hereto (the "**Easement Area**") and by this reference made a part hereof:

Legal Description:
A right of way twenty (20) feet in width centered along the following described centerlines:

Legal Description East of Mellow Mtn: Commencing N80° 2'19" E 1085.41 Feet from the SE Corner of Section 9, T2S, R4E, SLB&M; Thence S36°59'42" E 66.124 Feet; S52°50'38" E 50.064 Feet; S4°54'38" E 61.754 Feet; S29°23'7" W 54.357 Feet; S55°27'41" W 55.131 Feet; S 46°55'2" W 53.43 Feet; S43°56'10" W 52.507 Feet; S38°27'40" W 56.56 Feet; S42°7' 57" W 53.492 Feet; S28°51'13" W 73.922 Feet; S24°18'26" W 68.491 Feet; S17°43' 22" W 78.827 Feet; S9°35'48" W 68.963 Feet; S8°49'34" 74.611 Feet; S4°52' 20" W 103.886 Feet; S5°23'31" W 371.492 Feet; S85°56'56" W 226.061 Feet

Legal Description West of Mellow Mtn: Commencing S9°23'15" E 1069.244 Feet from the SE Corner of Section. 9, T2S, R4E, SLB&M; Thence S85°56'55" W 370.859 Feet; N66°54'53" W 294.55 Feet to the point of terminus.

Assessor Parcel No. OOT-HSTONE-OS-X, SA-S-35-X

The easement includes the right of access to the Easement Area from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and the right to keep the Easement Area clear of all brush, trees, timber, structures, buildings, and other hazards which might endanger Grantee's facilities or impede Grantee's use of this easement.

At no time shall Grantor place or store any flammable material (other than agricultural crops), or light any fires, on or within the Easement Area. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted. The easement is granted subject to the following terms and conditions:

1. Non-Exclusive Easement. The rights granted herein are non-exclusive and Grantor may grant additional easements and permit use of the Easement Area for utilities or other purposes that do not interfere with this easement. Grantee shall not disturb any existing sewer, water, or other utility lines within the boundaries of the Easement Area without written approval from the owner of the disturbed utility.

2. Restoration Obligation. Grantee will, at its sole expense, restore the surface of any land and landscaping disturbed by Grantee within the Easement Area and on the Grantor's property as nearly as possible to its original condition, after construction, reconstruction, operation, maintenance, repair, replacement, and removal activities. If damage is not properly repaired or restored to as near as practical original condition and Grantee fails to effect said restoration within a reasonable period of time after receipt of written notice from Grantor, Grantor may restore or have the surface and/or damage repaired, or require removal of Facilities, at Grantee's entire expense.

3. Indemnity. No supervision or advisory control, if any, exercised by Grantor or on its behalf, will relieve Grantee of any duty or responsibility to the general public nor relieve Grantee from any liability for loss, damage, or injury to persons or property sustained by reason of Grantee's use of this easement nor the Grantee's liability for damage to Grantor's property, including the Easement Area.

4. Removal; Relocation. Grantor shall have the right at such times and in such a manner as it deems necessary to carry out other purposes over, across, under, and through the Easement Area and when Grantee's use interferes with any Grantor's use of Grantor's Property, upon receipt of written notice from Grantor, Grantee will, if requested, remove, relocate, or adjust Grantee's Facilities in the Easement Area within a reasonable time after such notice at Grantor's expense and provided Grantor and Grantee have agreed upon a location for Grantee's facilities that is acceptable to Grantee. Any such removal, relocation, or adjustment of the Facilities

made on Grantee's own initiative and without Grantor's request, shall be done at Grantee's sole expense.

5. Termination. In the event Grantee ceases to use any of this easement for the purpose herein described for a period of more than 12 calendar months, then this easement will automatically cease and terminate, and Grantee shall remove the Facilities upon written request from Grantor.

6. Assignment. The rights and obligations of the parties to this easement agreement will be binding upon and will benefit their respective heirs, successors, and assigns; provided, however, Grantee shall not assign any of its rights hereunder, except to an affiliate, without the prior written consent of the Grantor.

7. Improvements. The Facilities shall be installed and maintained at Grantee's sole cost and expense, unless otherwise agreed to in writing by Grantor.

8. Notices. All notices, requests, demands, and other communications hereunder must be in writing and must be given by: (a) established express delivery service which maintains delivery records; (b) hand delivery; or (c) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as a party may designate by written notice in the above manner:

If to Grantee:
Rocky Mountain Power
Right of Way Manager
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

If to the Grantor:
Park City Municipal Corporation
445 Marsac Avenue
PO Box 1480
Park City, Utah 84060

9. Severability. Any provision of this agreement determined to be in violation of any law will be void but will not affect the validity and enforceability and all other provisions hereof.

10. Governing Law. This agreement will be construed according to and governed by the laws of the State of Utah.

Dated this _____ day of _____, 20___.

_____

Park City Municipal Corporation **- GRANTOR**

STATE OF UTAH)
) ss.
County of Summit)

On this ___ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of the municipal corporation who executed the instrument on behalf of PARK CITY MUNICIPAL CORPORATION and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____

(Notary Signature)

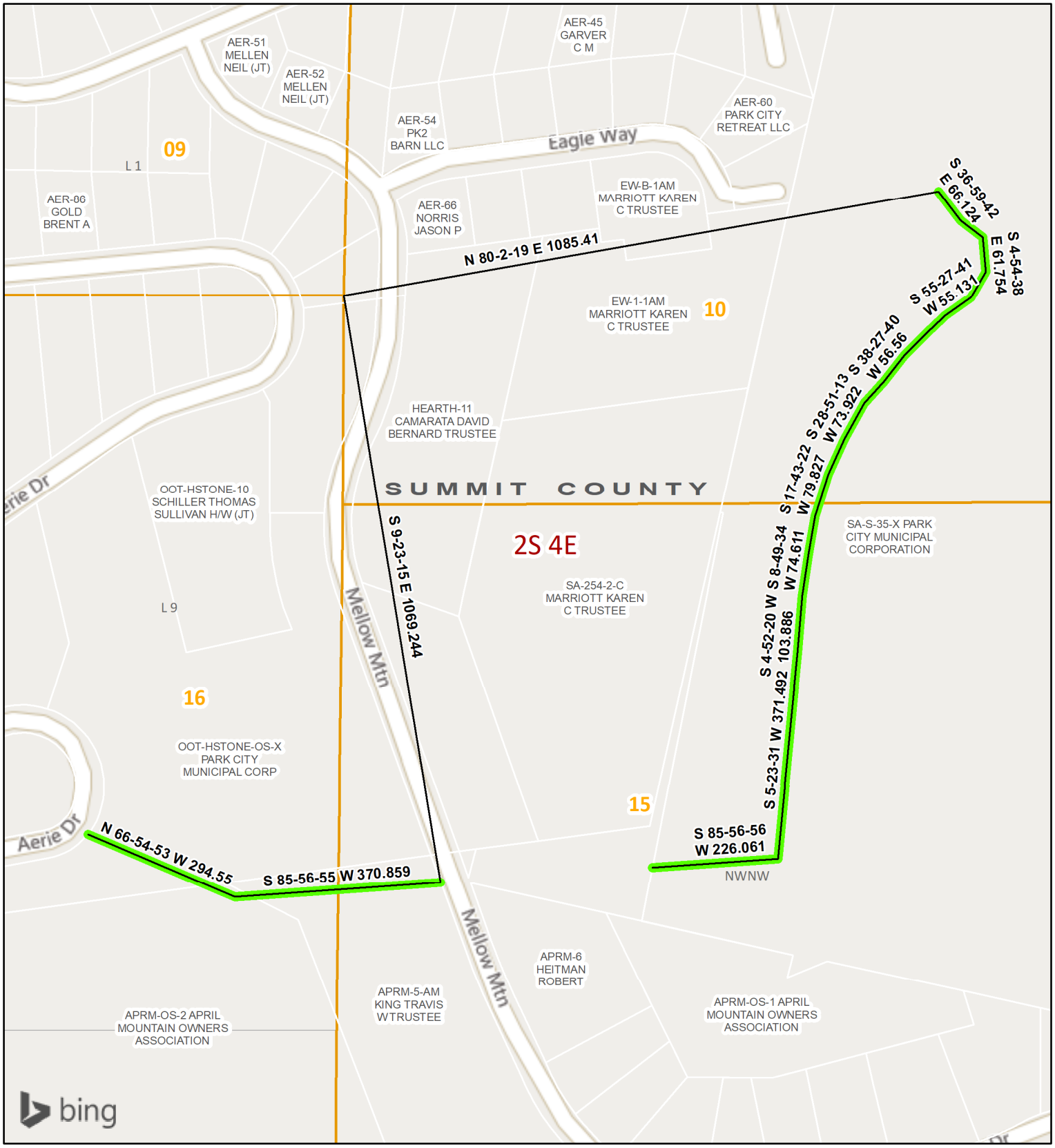


Exhibit A - Aerie Dr/Mellow Mtn Underground Easement

— Legal Description

Easement Centerline

Section

0 100 200 400 Feet

N

PACIFICORP

GIS SUPPORT SERVICES
Solutions Group
gisdept@pacificorp.com

Data is projected in
StatePlane Utah North, NAD83, feet.

PacifiCorp makes no representations or warranties as to the accuracy, completeness or fitness for a particular purpose with respect to the information contained in this map. PacifiCorp shall have no responsibility or liability to any person or entity resulting from the use of any informatio furnished in this map.

05/18/2023 P43397 Gisdept@pacificorp.com \\pacificorp.us\dfs\PDXCO\SHR07\TDO\GIS\Projects\2023\23-187\Aerie Dr - Mellow Mtn Exhibit.mxd

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/Brian Bridge
1407 West North Temple Suite 110
Salt Lake City, UT 84116

Project Name: Park City - Judge 46kV Rbld - ROW - FHCA
WO#: TPAR/2020/C/004/10077712
RW#: 2022LBB007

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Park City Municipal Corporation ("**Grantor**") hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors, and assigns ("**Grantee**"), a non-exclusive easement for a right of way 20 feet in width and 518 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of underground electric power transmission, distribution, and communication lines, including wires, fibers, cables, conductors, and conduits (collectively "**Facilities**") on, across, or under the surface of the real property of Grantor in **Summit** County, State of **Utah**, more particularly described as follows and as more particularly described and/or shown on Exhibit "**A**" attached hereto (the "**Easement Area**") and by this reference made a part hereof:

Legal Description:

A right of way twenty (20) feet in width centered along the following described centerline:

Commencing N62°5'30" E 1379.316 Feet from the West Quarter Corner of Section 15, T2S, R4E, SLB&M; Thence S53°33'25" E 289.27 Feet; S59°38'47" E 4.62 Feet; S40°46'58" E 224.87 Feet to the point of terminus.

Assessor Parcel No. PC-551-BLM-X

This easement is located within an area encumbered by a perpetual recreation and open space conservation easement, and by accepting this right of way easement, Grantee agrees to preserve and protect the environmental and public recreation values of the conservation easement as outlined in the December 12, 2014, Perpetual Recreation and Open Space Easement and supporting documents, which are recorded on the property.

The easement includes the right of access to the Easement Area for all activities in connection with the purposes for which this easement has been granted; and the right to keep the Easement Area clear of all brush, trees, timber, structures, buildings, and other hazards greater than four feet high which might endanger Grantee's facilities or impede Grantee's use of this easement.

At no time shall Grantor place or store any flammable material or light any fires on or within the Easement Area. Subject to the foregoing limitations, the surface of the right of way may be used for native landscaping, agricultural crops, and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted. The easement is granted subject to the following terms and conditions:

1. Non-Exclusive Easement. The rights granted herein are non-exclusive and Grantor may grant additional easements and permit use of the Easement Area for utilities or other purposes that do not interfere with this easement. Grantee shall not disturb any existing sewer, water, trails, pathways, or other utility lines within the boundaries of the Easement Area without written approval from the owner of the disturbed utility or trail.

2. Restoration Obligation. Grantee will, at its sole expense, restore any trails or pathways and the surface of any land and landscaping disturbed by Grantee within the Easement Area and on the Grantor's property as nearly as possible to its original condition, after construction, reconstruction, operation, maintenance, repair, replacement, and removal activities. If damage is not properly repaired or restored to as near as practical original condition and Grantee fails to effect said restoration within a reasonable period of time after receipt of written notice from Grantor, Grantor may restore or have the surface and/or damage repaired, or require removal of Facilities, at Grantee's entire expense.

3. Indemnity. No supervision or advisory control, if any, exercised by Grantor or on its behalf, will relieve Grantee of any duty or responsibility to the general public nor relieve Grantee from any liability for loss, damage, or injury to persons or property sustained by reason of Grantee's use of this easement nor the Grantee's liability for damage to Grantor's property, including the Easement Area.

4. Removal; Relocation. Grantor shall have the right at such times and in such a manner as it deems necessary to carry out other purposes over, across, under, and through the Easement Area and when Grantee's use interferes with any Grantor's use of Grantor's Property, upon receipt of written notice from Grantor, Grantee will, if requested, remove, relocate, or adjust Grantee's Facilities in the Easement Area within a reasonable time after such notice at Grantor's expense and provided Grantor and Grantee have agreed upon a location for Grantee's facilities that is acceptable to Grantee. Any such removal, relocation, or adjustment of the Facilities made on Grantee's own initiative and without Grantor's request, shall be done at Grantee's sole expense.

5. Termination. In the event Grantee ceases to use any of this easement for the purpose herein described for a period of more than 12 calendar months, then this easement will automatically cease and terminate, and Grantee shall remove the Facilities upon written request from Grantor.

6. Assignment. The rights and obligations of the parties to this easement agreement will be binding upon and will benefit their respective heirs, successors, and assigns; provided, however, Grantee shall not assign any of its rights hereunder, except to an affiliate, without the prior written consent of the Grantor.

7. Improvements. The Facilities shall be installed and maintained at Grantee's sole cost and expense, unless otherwise agreed to in writing by Grantor.

8. Notices. All notices, requests, demands, and other communications hereunder must be in writing and must be given by: (a) established express delivery service which maintains delivery records; (b) hand delivery; or (c) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as a party may designate by written notice in the above manner:

If to Grantee:	Rocky Mountain Power Right of Way Manager 1407 West North Temple, Suite 110 Salt Lake City, Utah 84116
If to the Grantor:	Park City Municipal Corporation 445 Marsac Avenue PO Box 1480 Park City, Utah 84060

9. Severability. Any provision of this agreement determined to be in violation of any law will be void but will not affect the validity and enforceability and all other provisions hereof.

10. Governing Law. This agreement will be construed according to and governed by the laws of the State of Utah.

Dated this _____day of _____, 20___.

_____

Park City Municipal Corporation **- GRANTOR**

STATE OF UTAH)
) ss.
County of Summit)

On this _day of _____, 20___, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____of the municipal corporation who executed the instrument on behalf of PARK CITY MUNICIPAL CORPORATION and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____

(Notary Signature)

Property Description

20’ X 540’

Section 15

N

T.2S., R.4E., SLB&M

CC	This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.
WO 10077712	
NAME: Park City Municipal Corp.	
DRAWN BY: LBB	

EXHIBIT A

PacifiCorp

SCALE: No Scale	SHEET 1 OF 1	ROW # 2022LBB007

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Finance & Accounting
Item Type: Staff Report
Agenda Section: CONSENT AGENDA

Subject:
Request to Adopt Resolution 04-2023, Approving the Public Treasurer's Investment Fund Entity Resolution

Suggested Action:

Attachments:
Public Treasurer's Investment Fund Entity Resolution Staff Report
Exhibit A: Entity Resolution

City Council Staff Report

Subject: Public Treasurer's Entity Resolution
Author: Mindy Finlinson, Finance Manager
Department: Finance Department
Date: June 15, 2023
Type of Item: Administrative

Recommendation
Consider a request to adopt a resolution authorizing individuals in the organization to make changes to the Utah Public Treasurer's Investment Fund (PTIF) accounts.

Executive Summary and Analysis
The Utah Office of the State Treasurer has implemented a new online PTIF account management platform enabling authorized individuals to more easily manage PTIF accounts. The State Treasurer requires that PTIF pool participants adopt a resolution authorizing at least two individuals from each organization to make changes to the PTIF accounts. This resolution is adding Nike Noack, the new City Treasurer to our account. Once adopted and signed by City Council, the resolution must be returned to the State Treasurer's Office.

The PTIF is available to state and local government entities as a short-term cash investment vehicle. The PTIF invests to maintain safety of principal, liquidity and a competitive return on short term investments. Any funds administered by a public treasurer in the State of Utah may be invested in the PTIF. By investing in the PTIF, public entities can leverage the expertise of the Treasurer's Office while minimizing the expense of investment management to local taxpayers.

The City invests money with the PTIF to ensure that not all funds are in one bank account. Taxes, bond issuance and interest are directly deposited into the account and the Treasurer makes withdrawals or deposits as necessary.

Additional information can be found at: https://treasurer.utah.gov/for-government/public-treasurers-investment-fund/ptif-overview/

Funding
No funding is necessary.

Exhibits
- Exhibit A Public Entity Resolution

Office of the
State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Nann Worel (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of Park City Municipal Corporation (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Name	Title	Email	Signature(s)
Matt Dias	City Manager	matt.dias@parkcity.org	
Mindy Finlinson	Finance Manager	mindy.finlinson@parkcity.org	
Nike Noack	Treasurer	nike.noack@parkcity.org	

The authority of the named individuals to act on behalf of Park City Municipal Corporation (Name of Legal Entity) shall remain in full force and effect until written revocation from Park City Municipal Corporat (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 15 day of June, 20 23, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Signature	Date	Printed Name	Title
		Nann Worel	Mayor

STATE OF UTAH)
§
COUNTY OF _____)

Subscribed and sworn to me on this 15 day of June, 20 23 , by Nann Worel (Name), as Mayor (Title) of Park City Municipal Corporation (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature_____

(seal)

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Resolution
Agenda Section: OLD BUSINESS

Subject:
Consideration to Approve Resolution 11-2023, a Resolution Authorizing the Below-Market Ground Lease for the Engine House Affordable Housing Project located at 1875 Homestake Road
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Engine House Development Below Market Lease Analysis Staff Report
Exhibit A: Draft Resolution 2023-11

City Council Staff Report

Subject:	**Public Benefit Analysis and Study for the "Engine House" Below-Market Ground Lease at 1875 Homestake Road**
Author:	**Erik Daenitz**
Department:	**Economic Development and Data Analytics**
Date:	**June 7, 2023**
Type of Item:	**Legislative**

Recommendation

Consider the formal analysis of the public benefits, hold a public hearing, and consider approving Resolution 11-2023 (Exhibit A). This step is separate from and a required precursor to consideration and approval of the formal ground lease.

Summary

We recommend that City Council authorize Park City Municipal Corporation ("PCMC") to enter into a below-market ground lease to JF ENGINEHOUSE DEVELOPER, LLC ("JF ENGINEHOUSE," "Developer") to facilitate the Engine House affordable housing project located at 1875 Homestake Road ("City Property"). The Engine House project will deliver 123 total and 99 deed-restricted rental affordable housing units in Park City, furthering one of the City Council's top two critical community priorities as determined by the Council at its 2023 strategic planning retreat on March 2, 2023.

Under Utah law,[1] a formal analysis of the benefits received by PCMC in exchange for the benefit provided to Developer is required. Based on this analysis, a below-market ground lease for the City Property is an appropriate use of City resources.

Legal Framework

Municipalities may appropriate funds and resources for "corporate purposes only." Utah Code § 10-8-2(1)(a)(i). A corporate purpose is one that, "in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city." Utah Code § 10-8-2(3).

Generally, the municipal legislative body establishes the criteria for a determination of corporate purpose. Utah Code § 10-8-2(3)(b)(i). But the value received is "measured on a project-by-project basis over the life of the project" and legislative body "may consider intangible benefits received by the municipality in determining net value received." Utah Code § 10-8-2(3)(a), (c). Notably, the determination of value received "shall be presumed valid unless it can be shown that the determination was arbitrary, capricious, or illegal." Utah Code § 10-8-2(3)(b)(ii).

[1] Utah Code § 10-8-2.

Before the legislative body makes any decision to appropriate any funds or non-monetary assistance for a corporate purpose, the legislative body must hold a public hearing. If the entity receiving the benefit is a for-profit entity, then a study (Study") that demonstrates the purpose for the appropriation must be undertaken and posted for review by the public at least 14 days before the public hearing. Utah Code § 10-8-2(3)(e). The following factors are to be considered in the Study:

(i) what identified benefit the municipality will receive in return for any money or resources appropriated;

(ii) the municipality's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality; and

(iii) whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the area of economic development, job creation, *affordable housing*, blight elimination, job preservation, the preservation of historic structures and property, and any other public purpose.

Utah Code § 10-8-2(3)(e)(i)-(iii) (emphasis added). This Study examines each of these factors below.

Background

Multiple factors contribute to the economic conditions associated with Park City's real estate market and the need for a range of affordable housing, with some drivers caused by national policy and others by local policy. Nevertheless, the conclusion is unavoidable. Today, Park City homes generally cannot be acquired by salaried or hourly wage earners and the scarcity of affordable housing is at crisis levels.

On the national front, the U.S. Federal Reserve ("Federal Reserve"), in response to the Great Financial Crisis ("GFC") of 2008, pursued historically unorthodox balance sheet policies. Starting in 2008, the Federal Reserve reached a local peak of purchasing more than $85 billion per month of U.S. Treasury debt and U.S. Agency mortgage debt in its efforts to recapitalize broker-dealers and banks of the United States. This asymmetric source of demand for debt from a single institution restarted a process of lowering U.S. Treasury and U.S. mortgage rates nationally.

As financing costs and home prices frequently move in opposing directions, lower funding costs drove home prices higher nationally. This effect acted as a subsidy to credit-worthy homebuyers from 2009 to 2019, after which the Federal Reserve began to momentarily taper its balance sheet purchases. Some of the aftershocks are very relevant in and around Park City today, such as the pre-covid housing median home price soaring despite record-breaking supply increases all along the Wasatch Back and Front.

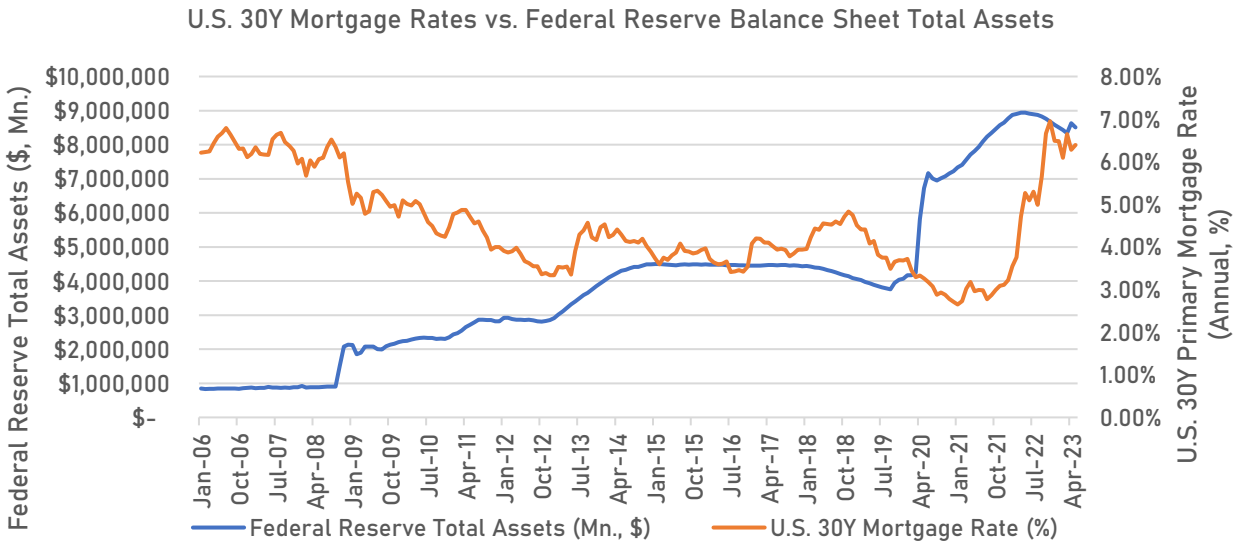


Figure 1, Source: St. Louis Federal Reserve, U.S. Federal Reserve Total Assets & U.S. 30Y Primary Mortgage Rate Average.

Next, still on the national front, tools developed in response to the GFC were again deployed, at an even larger scale, in response to the COVID crisis starting in 2020. Indeed, at the peak of the COVID crisis, the Federal Reserve purchased more than $100 billion per month of U.S. Treasury and U.S. Agency mortgage debt, while also bringing the overnight Federal Funds rate to the zero lower bound. This spike in additional asset purchases, a reduction in short and medium-duration funding costs, and a further drop in mortgage rates can be observed again in Figure 1 above, between the period March 2020 to October 2021.

However, counter to the post-GFC process, the response to COVID included direct payments to individuals, businesses, and governments exceeding $4 trillion combined between the $2.2 trillion Coronavirus Aid, Relief, and Economic Security Act (“CARES”) and the $1.9 trillion American Rescue Plan Act (“ARPA”). Both CARES and ARPA were not primarily funded with new tax receipts but through money supply expansion facilitated by the U.S. Treasury and U.S. Federal Reserve using tools pioneered in the GFC.

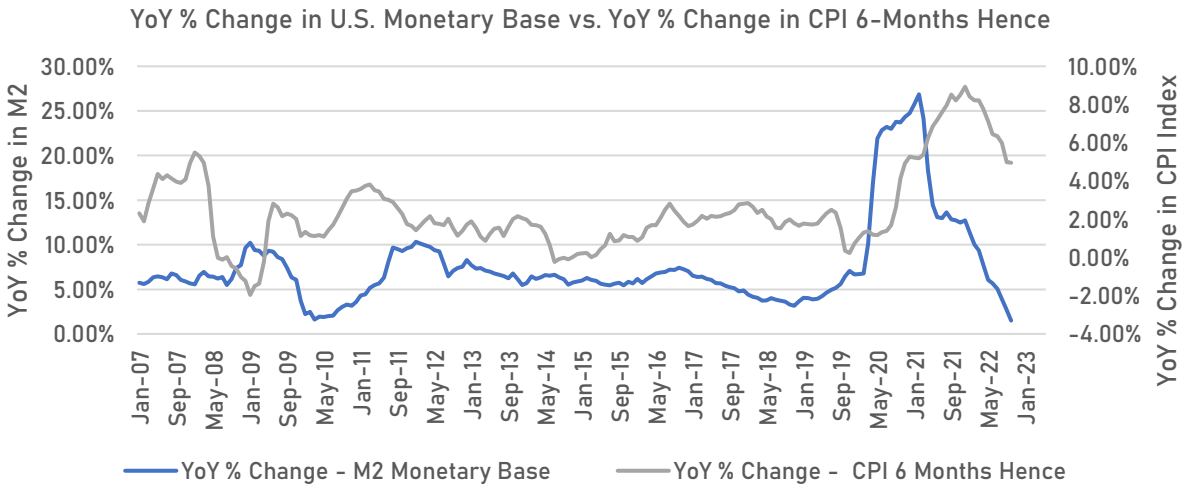


Figure 2, Source: St. Louis Federal Reserve, YoY % Change in U.S. M2 Money Supply vs. YoY % Change in U.S. CPI Index.

This strategy largely contributed to the well-known inflationary trends of 2021 through 2023, whereby goods, services, and many assets were repriced to higher levels. This trend touched both real estate purchase prices and rents across the United States, particularly so in places like Park City.

Over the period, national conditions interacted with local conditions to price Park City real estate at premium-sized multiples over the national average. Park City's limited remaining buildable geography, land use policies, low property tax policies, proximity to a major city, and easy access to outdoor and recreation opportunities led to a combination of limited new housing supply paired with extremely strong demand.

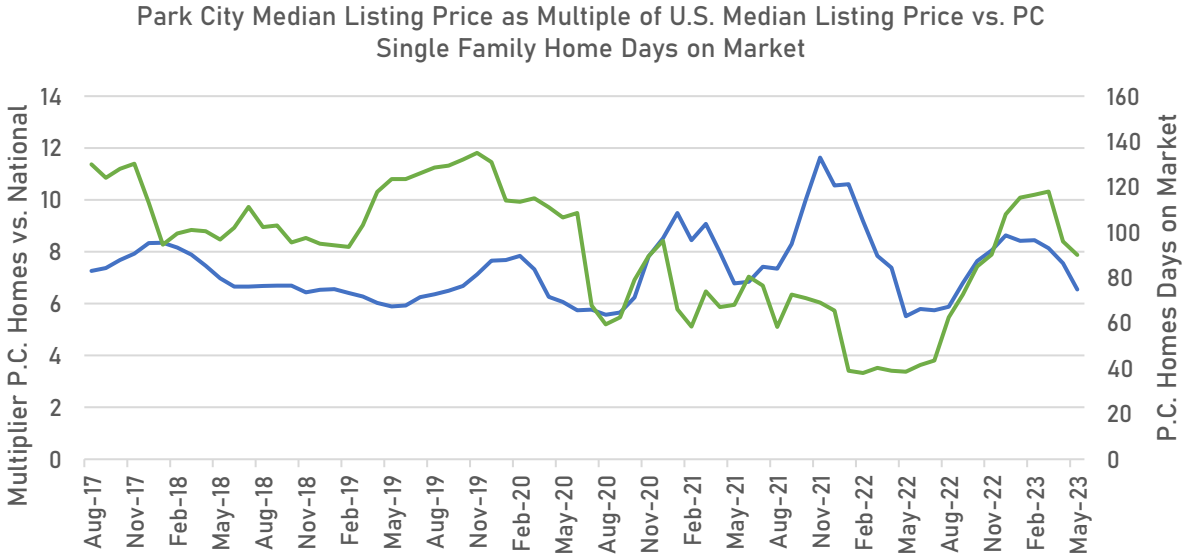


Figure 3, Source: Realtor.com, Park City Homes Median Listing Price as Multiple of National Listing Price vs. Park City Homes Days on Market.

As visible in Figure 3, Park City single-family homes have seen record-breaking demand over the period analyzed since 2017 as days-on-the-market for a single-family listing has been on a downward trend for multiple years. However, this trend accelerated during the COVID crisis as days-on-market hit a record low, under 40 days, while median home prices rose to 12 times the national median during the same period. Over the long-term, median Park City homes sell for approximately seven times the national median, despite growth in production of units up and down the Wasatch Back.

Through an additional lens, median listing price-per-square-foot provides a consistent metric to review residential real estate costs across home types. Since the COVID crisis and its aftermath, the inflationary jump in price-per-square-foot is visible in the Park City market. Today, median Park City residences trade for approximately $1,100 per square foot.

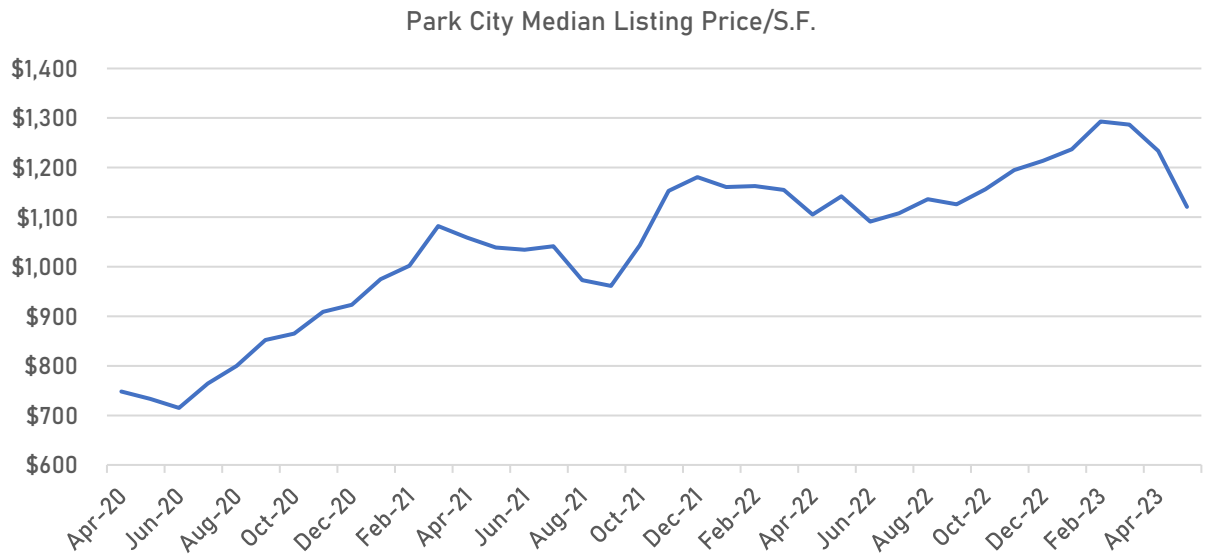


Figure 4, Source: Realtor.com, Park City Homes Median Listing Price per Square Foot.

Amid these trends, neither salaried nor hourly wage-earning workers have a reasonable chance at purchasing a Park City single-family home or even a condominium. As of the end of calendar quarter one, 2023, the Park City Board of Realtors cites the median sale price of a Park City single-family home at $3,913,380 and the median price of a Park City condominium at $1,600,000. While income growth for workers has been positive since the start of the COVID crisis, it has not kept pace with the two other primary drivers of housing affordability, interest rates, and prices.

The Housing Team maintains a mortgage qualification model for both 100% Area Median Income (“AMI”) wage earners and 50% AMI wage earners, in both cases modeled as a family of four.

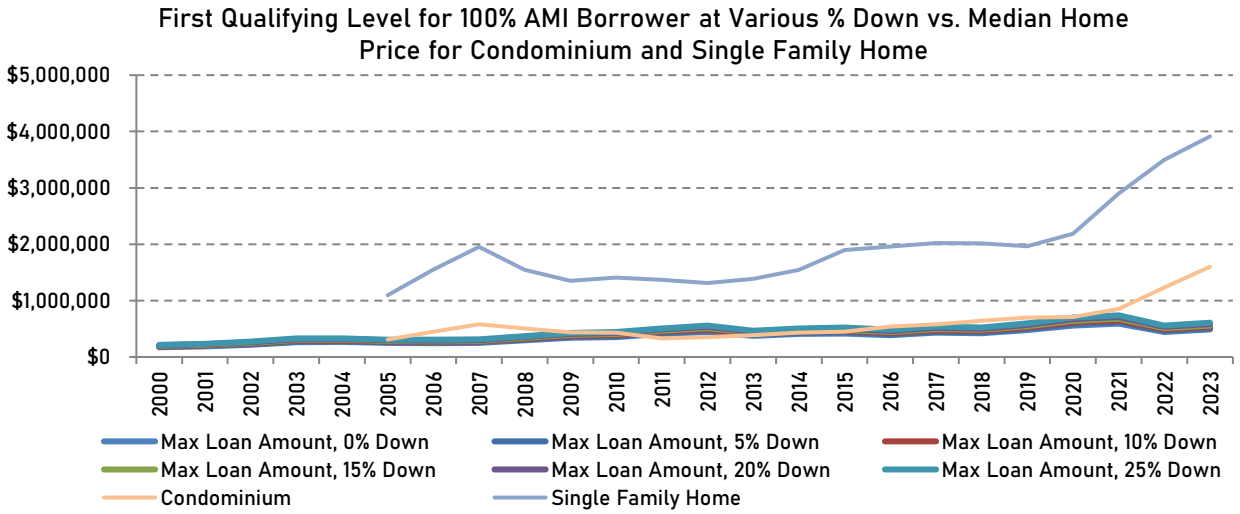


Figure 5, Source: PCMC, Mortgage Qualifying Amounts for a 100% AMI Family of Four, vs. Park City Median Single Family and Condominium Prices

As shown in Figure 5 above, a 100% AMI family of four borrower earns $148,600 annually, qualifying this borrower for approximately a $500,000-$600,000 mortgage. This qualifying level previously allowed a 100% AMI borrower to purchase a Park City condominium. However, this opportunity is now far out of reach, as Park City condominiums cost 2-3 times this price today. Additionally, since before 2007, a 100% AMI borrower has never been able to qualify to purchase a Park City single-family home.

In comparison to a 100% AMI borrower, the picture for a 50% AMI borrower is even more dire.

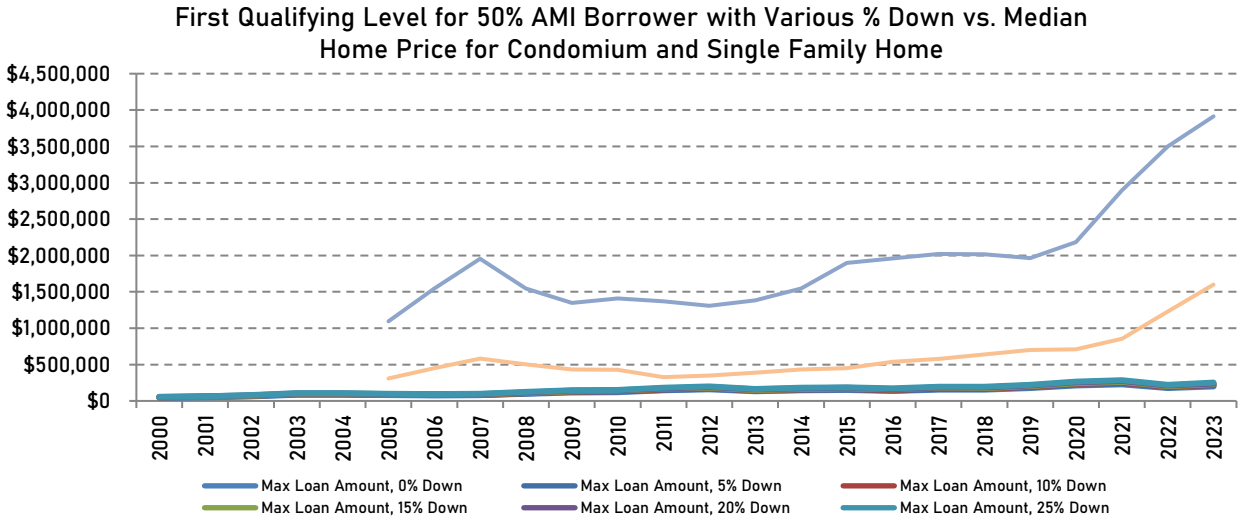


Figure 6, Source: PCMC, Mortgage Qualifying Amounts for a 50% AMI Family of Four vs. Park City Median Single Family and Condominium Prices

Figure 6 demonstrates that a 50% AMI borrower has never qualified for a mortgage large enough to purchase a Park City condominium or single-family home.

In light of these trends, PCMC recently commissioned an update to its housing needs assessment, which found the following key points:

- Park City has an inventory of 650 deed-restricted affordable housing units. However, this supply falls well short of demand. The 99% percent occupancy rate is one indisputable indication of the need for additional units.
- The need for additional affordable units is also shown by Park City residents' housing cost burdens. Forty percent of all renters and 22% of owners pay at least 30% of their income for housing and utilities. Most troubling is the share of renters paying more than 50% of their income for housing in Park City, defined as a severe housing cost burden. Thus, one in five Park City renters has a severe housing cost burden.
- Park City is also the only city in Utah where workers (11,000) outnumber the population (8,500). The workforce and local economy need more housing opportunities. Today, over 8,000 workers with an average wage of less than $40,000 commute daily from homes out of Summit County to jobs inside Park City. This large reservoir of pent-up demand all but guarantees rapid absorption of additional affordable housing units and, until then, has a host of ancillary impacts (more traffic and congestion, degradation in service levels, staffing shortages, etc.); and
- Demand for affordable housing could absorb as many 1,000 units over the next five years.

In light of the current housing need, after several years of operating as a successful developer (Snow Creek Cottages, The Retreat, and Woodside Park Phase 1 to create 40 new affordable housing units), the City Council strategically pivoted to Public-Private Partnerships (PPPs) as the preferred tool to deliver more affordable housing. For background, PPPs provide several of the following benefits:

- Efficient use of resources: The private sector brings expertise, innovation, and efficiency in project management, operations, and service delivery. By leveraging the strengths of both sectors, PPPs can enhance productivity and cost-effectiveness.
- Risk sharing: PPPs distribute risks between the public and private sectors.
- Access to private sector expertise: Private sector partners often have specialized knowledge, technical expertise, and experience in delivering complex projects or services.
- Innovation and quality improvement: The profit motive in the private sector can incentivize innovation and the delivery of high-quality services.
- Accelerated project delivery: PPPs can expedite the delivery of projects by leveraging private sector resources and efficiency.
- Long-term value for money: Private partners often bear responsibilities for maintaining and operating the infrastructure or service over an extended period, ensuring a focus on long-term performance and sustainability.

Although PPPs come with potential drawbacks and risks that need to be carefully managed, land, time, and materials are at all-time premiums and risk is inherent in any strategy we deploy. The Engine House project brings less risk, more expertise, and accelerated project delivery to help offset the housing crisis faster than otherwise possible with the City as the developer. Further, our internal teams have partnered with an outside firm with expertise in PPPs to help navigate the specific project context, objectives, and robust risk management mechanisms in the ground lease to ensure that public interests are safeguarded.

Accordingly, on December 9, 2021, the City Council approved (Staff Report, Minutes) an MOU with JF ENGINEHOUSE to outline Project goals and detail the responsibilities of each party. The MOU offered assurances to both parties, provided minimal financial commitments, and was intended to steer a "partnership" toward a final Development Agreement and long-term ground lease. The Development Agreement has been ratified by the Planning Commission and finalized.

Terms of the Ground Lease

The initial duration of the proposed ground lease is 65-years, with three automatic extensions, unless JF ENGINEHOUSE affirmatively opts out:

- Two 11-year extensions; and
- One 12-year extension.

The total term with all potential extensions would be 99 years. Based on feedback from the other communities we consulted and Ballard Sphar, this is a reasonable time period. The City of Boise, for example, recently entered into a ground lease with a private developer for 75 years.

Based upon our analysis, we recommend a 65-year term with three extensions, not to exceed 99 years.

Analysis

After careful consideration of the required legal factors, entering into a below-market lease for the City Property is a valid corporate purpose. The City Property is a good fit for the proposed use for several reasons, though some of the public comment received to date suggests a desire to forestall the project. We believe the urgent need for affordable housing, particularly housing for income earners below 100% AMI, outweighs these factors.

The Engine House development will help expand the stock of deed-restricted affordable housing in the core of Park City. Further, maintenance of the City Property will no longer be required as the Developer will operate and maintain the property. In addition, the development will provide a catalyst for the evolution of the Bonanza Park Area, and can be incorporated into the study area, just the same way any other existing property is incorporated.

Upon review, the many public benefits that the development of the City Property will bring to the City are as follows:

1. Affordable Housing Units

    a. The neighborhood will be provided with a new housing resource known as “Engine House” which will consist of 123 new rental housing units. 99 units will be affordable, deed-restricted units.

    b. Affordable units will be offered at 60% AMI, well below the current market-rate rental rate.

2. Market Rate Housing Units

    a. 24 units will consist of market-rate units.

    b. The integration of affordable and market-rate units creates a diverse and dynamic community in the core of Park City.

3. Publicly Accessible Open Courtyard Greenspace

    a. The Engine House will provide an approximately 20,000 square foot greenspace entryway that remains open to the public year-round. This amenity will provide an outdoor social gathering area for residents of Engine House and the neighborhood alike.

4. Promotion of Alternative Transportation

    a. Engine House provides 500 square feet of internal bicycle storage and e-bike charging facilities for residents, which will accommodate 50+ bicycles.

    b. Additionally, bicycle parking and storage is available external to the facility for residents, guests, and neighbors with space up to 15 bicycles

    c. The Engine House’s Condition of Approval also offers the potential for Summit County Bike Share to provide a location onsite if it so chooses.

5. Music and Child Play Rooms

    a. Engine House will provide interior rooms for music study and child play areas available for residents.

6. Electric Vehicle Charging Stations

    a. The development provides a minimum of two electric vehicle charging stations with accommodation of future growth to 20 charging stations.

7. Rideshare Integration

    a. The Engine House site plan provides two dedicated surface parking spaces for rideshare services.

8. Accommodation for Future Roadway Infrastructure

    a. The development's site plan also accommodates future infrastructure investment in Munchkin Road, which will significantly increase connectivity in the Bonanza Park area.

    b. The site plan also provides for the accommodation of increased pedestrian connectivity on Homestake Road.

The Engine House creates a fundamental investment in affordable housing in the core of Park City, allowing residents to live in an area with direct access to Park City's transit and trails, shopping and dining, public transit, schools, and more.

Conclusion

The development of the Engine House affordable housing project will provide opportunities for housing units at 60% of AMI, constructed using a sustainability EUI rating of 28, using a below-market ground lease that is an appropriate use of City resources. The costs to the City of providing below-market lease terms are thus justified by the tangible and intangible benefits to the City.

Department Review

This report has been reviewed by Economic Development and Data Analytics, Housing, City Attorney's Office, and City Manager.

Resolution 11-2023

A RESOLUTION AUTHORIZING THE BELOW-MARKET GROUND LEASE FOR THE ENGINE HOUSE AFFORDABLE HOUSING PROJECT LOCATED AT 1875 HOMESTAKE ROAD

WHEREAS, JF ENGINEHOUSE DEVELOPER, LLC, a Utah limited liability company ("Engine House"), desires to develop a new housing project on City-owned property located at 1875 Homestake Road (the "Property") consisting of 123 new rental housing units which include 99 affordable deed-restricted units offered at 60% of Area Median Income ("AMI"); and

WHEREAS, a below-market ground lease to Engine House for up to 99 years will facilitate the development of 123 total and 99 deed-restricted affordable housing units in Park City, which would otherwise be financially unfeasible; and

WHEREAS, the City is willing to provide assistance to Engine House in the form of a below-market ground lease rate for the Property in the amount of $1.00 per year for a term of up to 99 years, so long as all other conditions of the ground lease between Engine House and the City are met (the "Lease Fee Waiver"); and

WHEREAS, Utah Code Section 10-8-2 allows public entities to provide nonmonetary assistance such as the Lease Fee Waiver to a for-profit entity after performing a study that analyzes and demonstrates the purpose for an appropriation ("Study") and holding a public hearing; and

WHEREAS, Utah Code Section 10-8-2(3)(e)(i) -(iii) requires that the Study consider the following factors:

(i) what identified benefit the municipality will receive in return for any money or resources appropriated;

(ii) the municipality's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality; and

(iii) whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the municipality in the area of economic development, job creation, affordable housing, blight

elimination, job preservation, the preservation of historic structures and property, and any other public purpose; and

WHEREAS, the City performed the required Study and the City Council has conducted a public hearing relating to the foregoing, in satisfaction of the requirements of Utah Code Section 10-8-2; and

WHEREAS, the Council has reviewed the Study, and has fully considered the conclusions set forth therein, and all comments made during the public hearing;

BE IT RESOLVED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

the Park City Council hereby adopts the conclusions set forth in the Study and hereby finds and determines that for all the reasons set forth in the Study, the Lease Fee Waiver is an appropriate corporate purpose and the costs to the City are justified by the tangible and intangible benefits to the City.

This resolution is passed and adopted this 22nd day of June, 2023.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Nann Worel

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
Margaret Plane, City Attorney

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Community Development
Item Type: Staff Report
Agenda Section: OLD BUSINESS

Subject:
Consideration to Approve a Contract, in a Form Approved by the City Attorney, with J.W.W Excavation LLC, for Soil Remediation Services on City-Owned Property Located at 1875 Homestake Road, Not to Exceed $740,250.
(A) Public Input (B) Action

Suggested Action:

Attachments:
Homestake Development Soil Remediation Staff Report
Exhibit A: Homestake Soil Remediation Contract

City Council Staff Report

Subject: Soil Remediation for 1875 Homestake Road
Authors: Jason Glidden, Housing Development Manager
Department: Housing
Date: June 22, 2023
Type of Item: Administrative

Recommendation

Consider approving a contract, in a form approved by the City Attorney's Office, with J.W.W Excavation LLC, for soil remediation services not to exceed $740,250.

This contract provides the proper remediation of environmentally sensitive soils on City-owned property at 1875 Homestake Road (the "Property"), compliant with Chapter 11-15 of the Park City Municipal Code: Park City Landscaping and Maintenance of Soil Cover and overseen by the City's Environmental Regulatory Program Manager.

Background

The City purchased the Property in 2017, identifying the location for either a transit hub or affordable housing.

The triangular-shaped Property was owned and operated for several decades by the Union Pacific Railroad Company, with railroad spurs located at each of the three outer perimeter property boundaries. The rail lines were used to transport goods and materials, including mining-related ore and concentrate materials, in and out of Park City. A portion of the generalized middle of the Property was used for temporary livestock corralling/management and small associated buildings. Currently, the majority of the Property's land surface is paved by an approximately 4-inch thick asphalt surface and is used for general neighborhood public parking of vehicles.

Historical topsoil sampling on the Property shows that localized soils contain elevated concentrations of lead above allowed local limits. Potential sources of lead included stormwater runoff and air-dispersed particulate matter associated with historical transport and/or migration of mining-related ore and processed waste materials. Park City's Landscaping and Maintenance of Soil Cover code requires a rigorous process to investigate and remediate potential lead contamination within certain designated areas of Park City.

On December 9, 2021, the City Council approved (Staff Report, Minutes) an MOU with J. Fisher Company to outline Project goals and detail the responsibilities of each party concerning an affordable housing project. The MOU offered assurances to both parties, provided minimal financial commitments, and was intended to steer the partnership toward a final Development Agreement. As part of the MOU, the City would assist with environmental remediation of the Property.

On April 12, 2023, the Planning Commission ratified the Development Agreement for the project. Ground lease negotiations between the City and J. Fisher are nearly complete. Before the ground lease can be finalized, the soil remediation must be

completed. In addition, the removal of the berms on the Property is necessary for the Homestake Road redesign project scheduled summer 2024.

Stantec Consulting prepared a soil remediation plan for the Property. Stantec Consulting will oversee the excavation to ensure that the excavation contractor executes the plan correctly and complies with all applicable federal, state, and local laws. Stantec will also provide the setup, monitoring, and reporting of air monitoring stations around the site. While not required as part of the soil remediation, the City added these additional safety monitoring measures.

In addition, the City will contract with a professional communications firm to create and distribute project information and respond to questions/concerns from resident and business stakeholders.

Request for Proposals

PCMC advertised a Request for Proposal on April 14, 2023, and received two qualified proposals. A selection committee of local professionals and staff convened to evaluate responses. The committee conducted their evaluation using criteria that included: the qualifications of the proposed team, the firm's experience dealing with contaminated soils in Park City, the proposed timeline to complete the scope of work, and the proposed rates/price to complete the scope of work.

The committee selected J.W.W. Excavation based on experience, project team composition, and the proposed timeline to complete the work. This firm demonstrated deep familiarity with soil remediation in the Park City area and an ability to complete the work on a schedule that meets the City's and developer's needs.

Safety Monitoring and Reporting

The excavation contractor will be responsible for following Park City's Landscaping and Maintenance of Soil Cover ordinance, which stipulates that all dust must be controlled, and appropriate measures must be taken to protect workers and nearby property. In addition, the City hired a third party, Stantec, to monitor the excavation work.

Our plan includes 4 passive air monitor sensors around the Property before the excavation and monitoring air quality during the entire remediation project. Once the excavation is completed, Stantec will provide confirmation sampling that all contaminated soil has been removed. Samples will be examined using field XRF testing. If Stantec finds an area of unexpected contamination, the excavation contractor will dig out the additional area. Stantec will take more confirmation samples until all areas are deemed remediated. Once the excavation is complete, Stantec will provide a final remediation summary report. We will also have a PCMC Senior Construction Project Manager and our Environmental Regulatory Manager overseeing the site regularly.

Funding

The City allocated funds from the Lower Park Ave RDA bond funds and the Additional Resort Communities Sales Tax revenue to fund housing projects. Additional funds from the City's capital improvement project fund will cover the costs associated with removing the berms from Homestake Road.

Department Review

This report has been reviewed by Housing, Environmental Regulatory Affairs, the City Attorney's Office, and the City Manager.

Exhibits

Exhibit A - Professional Service Agreement – Homestake Soil Remediation

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this ____ day of June, 2023, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and J.W.W Excavation, a Utah Corporation, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

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

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

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

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

1. <u>SCOPE OF SERVICES</u>.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as **"Exhibit A"** and incorporated herein (the "Project"). The total fee for the Project shall not exceed seven hundred and forty thousand, two-hundred and fifty Dollars ($740,250).

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

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on December 31, 2023 or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made monthly following the performance of such services.

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

C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as **"Exhibit B,"** or if none is attached, as subsequently agreed to by both Parties in writing.

D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.

E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

F. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall

maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

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

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

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

5. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>.

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

employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

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

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

8. INSURANCE.

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

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

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

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

C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars ($1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

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

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

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

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

F. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

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

H. For any claims related to this Agreement, the Service Provider's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS AND WARRANTIES.

A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.

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

D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

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

11. NONDISCRIMINATION.

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

A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

B. In the performance of this Agreement, Service Provider shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.

C. Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

12. ASSIGNMENTS/SUBCONTRACTING.

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.

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

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

D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.

13. CHANGES.

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

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

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

B. Nothing herein is intended to confer rights of any kind in any third party.

C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a

contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

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

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

16. TERMINATION.

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

B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

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

20. SEVERABILITY AND NON-WAIVER.

A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

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
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

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

_____
Matt Dias, City Manager

Attest:

_____
City Recorder's Office

Approved as to form:

_____
City Attorney's Office

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

J.J.W. Excavation Inc.
P.O. Box 1265
Park City, UT 84060
Tax ID#: 87-0513764

_____
Signature

_____
Printed name

_____
Title

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

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of June, 2023, 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 J.J.W Excavation Inc., a Utah corporation, by authority of its Bylaws/Resolution of the Board of Directors (if as to a corporation) or Operating Agreement/Member Resolution (if as to a limited liability company), and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for J.W.W Excavation Inc, a Utah corporation.

_____
Notary Public

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ___ day of June, 2023 at _____ (insert State and County here).

Printed name _____

Signature: _____

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "A"

SCOPE OF SERVICES

Phase 1: Remediation and subsequent clean up confirmation of two large soil berms' located west/northwest of the property. The cost includes excavation, truck time, and dump fees to remove the material from the site to the Summit County Landfill.

TOTAL COST OF PHASE 1 - $42,593.75 (29 loads @ $1,468.75 per load)

Phase 2: Remediation and subsequent cleanup confirmation soil sampling of excavated subsurface soil areas. Contaminated soil price per load exported including excavation, truck time, and dump fees to remove the material from the site to Summit County Landfill is $1,468.75 per load. Due to the test pit results, the contamination clean up will require a total of 2 ½' depth for a total of 9,509 cubic yards (14,263 tons), 475 truckloads.

TOTAL COST OF PHASE 2 - $697,656.25 (475 loads @ $1,468.75 per load)

Phase 3: Redevelopment/construction activities including contingency actions if soil contamination is encountered at the property after completion of phase two. Before removal of any soils, the City must be notified and an estimated total cost must be provided and approved by the City before the any soil can leave the site and be taken to Summit County Landfill. The City will be charged per load at $1468.75 per load.

PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Phase 3: Redevelopment/construction activities including contingency actions if soil contamination is encountered at the property after completion of phase two. Before removal of any soils, the City must be notified and an estimated total cost must be provided and approved by the City before the any soil can leave the site and be taken to Summit County Landfill. The City will be charged per load at $1468.75 per load.

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Transportation Planning
Item Type: Staff Report
Agenda Section: OLD BUSINESS

Subject:
Consideration to Approve the Microtransit Service Agreement with High Valley Transit (HVT) for Service July 1, 2023 - April 13, 2024, in a Form Approved by the City Attorney, Not to Exceed $1,297,010
(A) Public Input (B) Action

Suggested Action:

Attachments:
Microtransit Agreement Phase 2 Pilot Staff Report
Exhibit A: Microtransit Service Agreement

City Council Staff Report

Subject: Microtransit Service Agreement for Relaunch of Pilot
Author: Sarah Pearce, Deputy City Manager
Kim Fjeldsted, Transit Manager
Alex Roy, Senior Transportation Planner
Anna Maki, Transportation Planner
Department: Transportation
Date: June 22, 2023
Type of Item: Administrative

Recommendation
Pursuant to Council direction received on June 15, 2003, review and consider approving a Microtransit Service Agreement with High Valley Transit (HVT) for service from July 2, 2023 – April 13, 2024, in a form approved by the City Attorney, in an amount not to exceed $1,297,010.

Background and Analysis
Microtransit service was approved by Council for a winter pilot program in October 2022 and launched on November 13, 2022, through an agreement with HVT using Via as the provider. Initially, the service operated in the upper Park Meadows, Thaynes Canyon, and Royal Street neighborhoods and was expanded citywide by Council on February 16, 2023, effective March 1, 2023.

On May 25, 2023, City Council received a presentation summarizing the 2022/23 pilot program. During the work session, Council evaluated statistical analysis, lessons learned, goals and outcomes, and a list of options to consider for the future of microtransit in Park City. Council concluded that additional data, such as summer ridership, would be helpful to evaluate the future of microtransit before making a final decision about permanent services.

On June 15, 2023, we presented a proposal from HVT to relaunch the microtransit pilot program for service from July 2, 2023-April 13, 2024. Council agreed to move forward with the proposal as outlined in the report. Council also agreed to proceed with the request for proposal (RFP) process for a permanent service. The RFP will be released later this summer for service starting in spring 2024.

Department Review
The following departments have reviewed this report: Executive, Attorney's Office, Transit, and Transportation Planning.

Funding
Pending the Council's approval of the proposed FY24 Budget, the costs can be covered within the FY24 Transportation Budget. $1.5M is proposed in the FY24 Transportation budget to conduct microtransit services through June 30, 2024.

Exhibit
Exhibit A – Microtransit Service Agreement

MICROTRANSIT SERVICE AGREEMENT
(Park City)

THIS MICROTRANSIT SERVICE AGREEMENT ("Agreement"), dated this __ day of _____, 2023 ("Effective Date"), is made and entered into by and among HIGH VALLEY TRANSIT DISTRICT, a local district of the State of Utah ("HVT") and PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation ("Park City"). HVT and Park City are referred to individually as a ("Party") and collectively as the ("Parties").

RECITALS

WHEREAS, HVT operates a robust microtransit service within its service area and is willing to provide microtransit services within Park City as a pilot program (the "Park City Microtransit Service" as more fully defined below)); and

WHEREAS, Park City desires for HVT to provide the Park City Microtransit Service; and

WHEREAS, the Parties desire to enter into this Agreement in order to set the terms and conditions of the Park City Microtransit Service.

AGREEMENT

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits**: The Recitals and **Exhibit "A"** attached hereto, are hereby incorporated by reference and made a part hereof.

2. **Definitions**:

"Act" means the Governmental Immunity Act of Utah, Utah Code §§63G-7-101 to 904.

"Agreement" means this agreement.

"Default" has the meaning set forth in Section 8.1.

"Effective Date" means the date upon which this Agreement becomes effective.

"Enhanced Customer Service Fee" has the meaning set forth in Section 4.3.

"Fee" means the fee for the Park City Microtransit Service, inclusive of the fixed upfront fee (including WAV retrofit, zone expansion, vehicle wraps, and initial driver partner acquisition costs) and fee per Vehicle Hour, together with HVT's administrative and maintenance fee, as set forth in Section 4.2. Fee does not include the Enhanced Customer Service Fee or the Sundance Fee.

"GRAMA" means the Utah Government Records Access and Management Act, Utah Code §§63G-2-101 to 901.

"HVT" means the High Valley Transit District, a local district of the State of Utah, which operates a regional transit service within Summit County, Utah.

"Launch Date" means the date upon which the Park City Microtransit Service commences, which will be no earlier than November 13, 2022.

"Park City" means Park City Municipal Corporation, a Utah municipal corporation, which provides transit services within its city boundaries.

"Park City Microtransit Service" has the meaning set forth in Section 3.

"Park City Zone" means the geographic coverage zone pertaining to this Agreement, as set forth in Section 3.3.1 and **Exhibit "A"**.

"River North Transit, LLC" or "River North" means a Delaware limited liability company qualified to do business within the State of Utah, a wholly owned subsidiary of Via Transportation, Inc., who is HVT's contract service provider of microtransit services.

"Service Hours" means the number of hours that public transit service is available to the public.

"Service Vehicle" means a branded, licensed and insured microtransit vehicle.

"Sundance Fee" has the meaning set forth in Section 4.4.

"Term" has the meaning set forth in Section 5.

"Via Mobility, LLC" or "Via" means a Delaware limited liability company qualified to do business within the State of Utah, a wholly owned subsidiary of Via Transportation, Inc., who is signatory to that certain Master Services Agreement, dated June 29, 2023.

"Vehicle Hours" means the hours that a transit vehicle is in revenue service.

3. **Park City Microtransit Service**: HVT agrees to provide and perform the following services:

3.1. Technology Services. HVT will provide technology and technology-enabled integration services for on-demand transit service within the Park City Zone.

3.2. Microtransit Services. HVT will contract with River North to provide a base of five (5) active fleet Service Vehicles for on-demand transit services within the Park City Zone, including fleet managers, vehicle suppliers, driver partners,

background check providers, customer service support, payment processor, and insurance brokers and underwriters. Such on-demand transit services include:

3.2.1. Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;

3.2.2 Access to the Via mobile ride application (iOS and Android) for riders to book rides through a smart phone;

3.2.3 Access to booking via a dedicated phone line for riders who do not have access to a smartphone or tablet;

3.2.4 Driver partners who shall provide on-demand transit services; and

3.2.5 Technical and operational support services.

3.3 Service Parameters. HVT will provide on-demand transit services within the following service parameters:

3.3.1 Geographic Coverage Zone: Most areas within the Park City Municipal boundary, as more fully depicted on **Exhibit "A"**, which is incorporated into this Agreement, and is equal to 10.8 square miles in Park City, Utah (the "Park City Zone").

3.3.2 Service Days/Hours: Monday through Sunday, 7:00 a.m. to 10:00 p.m. Days and hours may be adjusted by Park City based on use and need with a 14-day notice.

3.3.3 Rider Fare: The rider fare will be $0. During the duration of the Park City Microtransit Services, the rider fare may be amended by mutual agreement of the Parties.

3.3.4 Vehicle Fleet: HVT will provide five (5) branded, licensed and insured vehicles (the "Service Vehicles") within the Park City Zone with one of those Service Vehicles being Wheelchair Accessible ("WAV").

3.3.5 Branding: All Service Vehicles will be branded High Valley Transit.

3.3.6 Emergencies: HVT will deploy microtransit vehicles operating in other HVT service areas into the Park City Zone on an emergency basis only, where HVT determines there to be a credible and immediate threat to human life or safety.

3.3.7 ADA Paratransit Service: Park City retains primary responsibility to provide ADA Paratransit Service within the Park City Zone.

4. **Compensation**:

4.1 Not-to-Exceed Amount. Compensation for the Park City Microtransit Service rendered under this Agreement by HVT is a not-to-exceed amount, that will not exceed a maximum amount of **ONE MILLION TWO HUNDRED AND NINETY-SEVEN THOUSAND AND TEN DOLLARS ($1,297,010.00)**. The not-to-exceed amount includes Fees as defined below in Section 4.2, the Enhanced Customer Service Fee as described in Section 4.3, and the Sundance Fee as defined in Section 4.4. HVT is responsible for tracking and invoicing all compensation under this Agreement.

4.2 Fee. Compensation for the Services is based on the fixed upfront fee of **FIFTEEN THOUSAND DOLLARS ($15,000.00)** (WAV retrofits, zone expansion, vehicle wraps, initial driver acquisition costs); a fee per Vehicle Hour of **SIXTY-NINE DOLLARS AND FIFTY CENTS ($69.50)**; and an administrative and maintenance fee of **FIVE DOLLARS AND SIXTY CENTS ($5.60)** per Vehicle Hour. The fixed upfront fee of **FIFTEEN THOUSAND DOLLARS ($15,000.00)** is due and payable within fifteen (15) calendar days after the Effective Date. Thereafter, Park City will be invoiced monthly for actual Vehicle Hours used including the maintenance and administrative fee as described above.

4.3 Enhanced Customer Service. If deemed necessary by HVT for quality control purposes where customer service hold times are in excess of five (5) minutes, and after consultation with Park City, HVT may charge to Park City a separate, additional fee for Enhanced Customer Service for riders and driver technical support ("Enhanced Customer Service Fee"). The Enhanced Customer Service Fee of **TWENTY-SEVEN DOLLARS ($27.00)** per hour shall not exceed **FIFTEEN THOUSAND DOLLARS ($15,000.00) over the course of the contract term**. HVT will invoice Park City for such on a monthly basis and Park City will pay the Enhanced Customer Service Fee within thirty (30) calendar days following receipt of the invoice.

4.4 Sundance Film Festival/Kimball Arts Festival. In the event that HVT determines that additional resources are necessary to maintain levels of microtransit service related to the Sundance Film Festival, such additional costs for service within the Park City Zone (the "Sundance Fee"), shall be a fixed cost of **FIVE THOUSAND DOLLARS ($5,000.00)** per vehicle and a **SIXTY-NINE DOLLARS AND SEVENTY-FIVE CENTS ($69.75)** per Vehicle Hour used. Actual Vehicle Hours used will be invoiced to Park City and Park City will pay such Sundance Fee within thirty (30) calendar days following receipt of the invoice. HVT and Park City shall jointly determine the need for such additional resources no later than forty-five (45) calendar days before the first day of the event.

4.5 CPI Adjustment. The fee per Vehicle Hour, the administrative fee per Vehicle Hour, the Enhanced Customer Service Fee, and the Sundance/Kimball Fee shall be increased on November 16, 2023, based upon the aggregate increase (if any) in the Mountain Region Consumer Price Index determined by the Bureau of Labor Statistics during the immediately preceding year (the "CPI").

5. **Term; Extension of Term**: The term of this Agreement ("Term") shall commence on July 2, 2023, the Launch Date, and, unless earlier terminated, shall terminate at midnight on April 15, 2024.

6. **Insurance**:

HVT shall maintain sufficient liability insurance for claims of simple negligence which occur during the performance of Park City Microtransit Service under this Agreement.

7. **Hold Harmless**:

HVT shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or HVT's negligent performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence or willful misconduct of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of HVT; and provided further, that nothing herein shall require HVT to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence or willful misconduct of the City, its agents, employees, and/or officers. HVT expressly agrees that the indemnification provided herein constitutes HVT'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 HVT claims or recovers compensation from the City for a loss or injury that HVT would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. **Assignability**: The rights and obligations under this Agreement are not transferable or assignable in whole or in part without the express written consent of the Parties, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be fully enforceable and binding on any permitted successor or assign of a Party.

9. **Default; Rights and Remedies upon Default**:

9.1 Default. In the event that a Party should fail to perform any of its material obligations under this Agreement and if such failure continues more than thirty (30) calendar days after receipt of written notice from the other Party specifying such failure, or such longer period as may be reasonably required to cure such default, then such uncured failure shall be a "Default" hereunder.

9.2 Remedies. Following an event of Default by a Party hereto, the Party not in Default, as its sole remedy, shall have the right to specific performance.

10. **Independent Contractor Relationship**: The Parties intend that an independent contractor relationship will be created by this Agreement. No agent, employee, or representative of Park City shall be deemed to be an employee, agent, or representative of HVT for any purpose, and no agent, employee, or representative of HVT shall be deemed to be an employee, agent, or representative of Park City for any purpose. Each Party will be solely and entirely responsible for its respective acts and for the respective acts of its agents, employees, subcontractors or representatives during the Term of this Agreement.

11. **Waiver**: No failure of any of the Parties to exercise any power given to it under this Agreement, or to insist upon strict compliance with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms, shall constitute a waiver of the Parties' right to demand exact compliance with those terms upon any subsequent Default.

12. **Notices**: All notices, demands, or other communications given under this Agreement shall be in writing and shall be delivered to the appropriate Party at the address set forth below (subject to change from time to time by written notice to the other Parties). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that any notice of default shall be sent by certified mail or overnight commercial courier service, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) business days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending Party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the Parties shall be:

For Park City:

Kim Fjeldsted
Transit Manager
1053 Iron Horse Dr.
Park City, UT 84060

With a Copy to:
City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

For High Valley Transit District:

Caroline Rodriguez
Executive Director
1885 W. Ute Blvd.
Park City, Utah 84098

With a Copy to:
Summit County Attorney
P. O. Box 128
Coalville, UT 84017

13. **No Third Party Beneficiaries**: The Parties intend this Agreement and their respective performances of their obligations under this Agreement to be solely for the benefit of the Parties and not for the benefit of any other persons or entities; and no other persons or entities may rely thereon. Only HVT, Park City or their respective permitted successors or assigns shall be entitled to enforce this Agreement, it being the express intention of the Parties that no one other than the Parties themselves shall be entitled to enforce this Agreement.

14. **Amendments**: Any Party may request modifications and amendments to this Agreement, however, no modification or amendment to this Agreement shall be valid or binding upon any of the Parties unless such modification or amendment be in writing and signed by all Parties.

15. **Jurisdiction and Venue**:

15.1 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.

15.2 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.

16. **Severability**:

16.1 If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States or the State of Utah 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.

16.2 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 to such statutory provisions.

17. **Entire Agreement**: This Agreement contains the entire agreement among the Parties concerning its subject matter, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties with reference to it and not embodied in this Agreement shall be of any force or effect.

18. **Government Records Access and Management Act**: The Parties are governmental entities subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code §§ 63G-2-101 to 901, and may be required to disclose certain information and materials to the public, upon request. The Parties acknowledge that documents they submit to each other may be considered a "public record" under GRAMA. Each Party agrees to timely refer all requests for records under GRAMA, received by the other Party from third parties, requesting materials in the other's possession, relating to this Agreement for response.

19. **Governmental Immunity**: The Parties are bodies corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code §§ 63G-7-101 to 904, and the Parties do not intend anything contained in this Agreement as a waiver or modification of the provisions of the Act. Nothing set forth in this Section 19 is intended to limit the obligations or liability of the Parties hereunder.

20. **Interpretation**: The terms of this Agreement constitute the written expression of the mutual agreement of the Parties and shall be construed neutrally and not for or against any Party.

21. **Termination**: This Agreement may be terminated upon the mutual written agreement of the Parties. If terminated by HVT, then Park City shall be obligated to pay only for the Microtransit Service provided by HVT and received by Park City up until the date of termination.

22. **Counterparts**: This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile, email or electronic means shall be deemed an original signed copy of this Agreement.

23. **Further Assurances**: The Parties agree to execute and deliver such additional documents and instruments and to perform such additional acts as any other Party may reasonably request or as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year set forth below.

HIGH VALLEY TRANSIT DISTRICT,
a local district of the State of Utah

Caroline Rodriguez

By: Caroline Rodriguez
Its: Executive Director

Date: 6/29/2023

Approved as to Form
Summit County Attorney:

David L. Thomas
Chief Civil Deputy

PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation

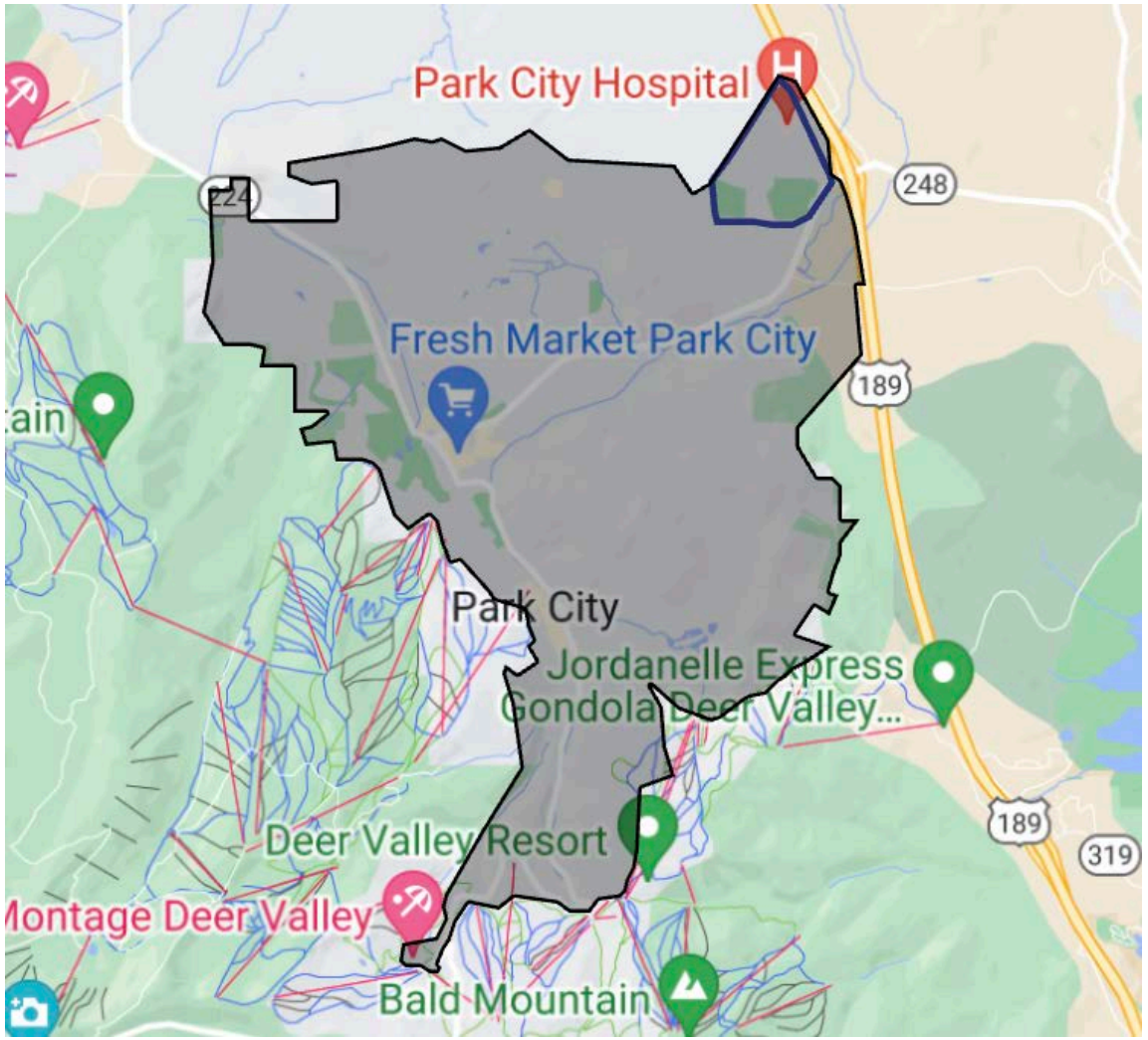
By: Matt Dias
Its: City Manager

Date:_____

Approved as to Form:
City Attorney's Office

Margaret Plane
City Attorney

EXHIBIT A


Park City Hospital
248
224
Fresh Market Park City
189
Park City
Jordanelle Express
Gondola Deer Valley...
189
319
Deer Valley Resort
Montage Deer Valley
Bald Mountain

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Budget, Debt & Grants
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Ordinance No. 2023-32 an Ordinance Adopting a Revised Budget for Fiscal Year 2023 and Final Budget for Fiscal Year 2024 for Park City Municipal Corporation
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
FY24 Final Budget Adoption Staff Report
Exhibit A: Budget Summaries
Exhibit B: FY24 Final Budget Ordinance

City Council
Staff Report

Subject:	**Final FY24 Budget Adoption**
Authors:	**Budget Department**
Department:	**Budget, Debt, & Grants**
Date:	**June 22, 2023**
Type of Item:	**Legislative**

Summary Recommendation

Consider adopting the FY24 Final Budget and the FY23 Adjusted budget with the adjustments outlined in this report.

Executive Summary

The Tentative Budget was initially presented and adopted by City Council on May 11, 2023. On June 15, 2023, we presented additional requests and adjustments to the FY24 Tentative Budget and the FY23 Adjusted Budget. This week, we will review the recommended changes based on Council input and final calculations. Changes are summarized in this staff report.

Background

The Tentative Budget was presented on May 11, 2023, as required by state law, which was adopted by Council. The Council adopted the Tentative Budget and held extensive work sessions to present detailed information on the proposed FY24 Operating and Capital budgets, answer Council questions, and receive public input. More information can be found on the Budget Department website, and a recap of recent budget meetings and topics is summarized below:

- **May 11, 2023:** Presentation and adoption of the FY24 Tentative Budget;
- **June 1, 2023**: Elected and Statutory Officer Compensation, GO Bond discussion and review any miscellaneous budget items;
- **June 15, 2023**: Review proposed Fee Schedule changes, FY24 Budget changes, and FY23 budget adjustments and address remaining miscellaneous or outstanding budget items; and
- **June 22, 2023**: the City Council will take public input, hold a public hearing, and adopt a Final FY24 Budget and FY23 Adjusted Budget, Budget Policies, Fee Changes, and Elected and Statutory Officer Compensation.

Analysis

The table below demonstrates the breakdown between the major categories of functional enhancements: ongoing operational expenses such as inflationary costs, new personnel, one-time expenses, compensation, and child care.

FY24 Expenses -General Fund	Amount	Notes
FY24 Ongoing Operational Increases	$ 2,091,987	Inflationary increases, aligning expenses with increased utilization & growth, targeted expansion of Critical Community Priorities
FY24 One-time Operational Increases	$ 738,080	Funded by reducing amount of General Fund CIP Transfer
Pay Plan	$ 1,911,459	5.5 % increase to compensation ranges
Health Insurance	$ (500,000)	New provider offers enhanced benefits at lower premiums
Child Care (New)	$ 1,000,000	One-time bridge funding for FY24 Childcare Initiative

FY24 Operating Budget Changes from Tentative Budget
Changes and adjustments were made from the Tentative Budget to the Final Budget. These changes were discussed in the June 15, 2023, meeting and summarized below.

General Fund

- **Trails $60k** – Increase the Mountain Trails Foundation not to exceed contract amount to adequately reflect the resources needed to maintain winter grooming on the Rail Trail and Round Valley trail system for skiers, hikers, and bikers. This increase is due to the unprecedented growth in outdoor recreation and trail use in the post-COVID era, as well as the addition of services at Clark Ranch, Bonanza Flat, and the Rail Trail.
- **Mental Health Special Service Contract $37,458** – Rollover FY23 funds at the request of Council Liaisons. Unspent funds dedicated to mental health services were returned to the City in the Spring. Special Service Contract Liaisons are currently working with community partners to determine the best use of these funds, and rolling allows time to plan for additional courses of action.
- **Planning $52k** – Reclass Planner I position in the budget to a Senior Planner position. As we undertake complex projects in Planning, modifications in staffing are needed to ensure we have the aligned skillset to accomplish our goals.
- **Utilities** – FY24 Utility budgets have been added and are estimated at 3% less than the FY23 budget. This reduction was largely driven by decreased electricity rates for electric bus charging.
- **Childcare $1M** – Per Council direction on June 15, 2023, one-time funding has been added to the budget to help address a pressing community need proposed by the Early Childhood Alliance. An internal committee has been formed to work with our partners to strategically deploy resources. The suggested funding

sources are operating reductions, capital project reductions, and fund balance since this is a one-time expense.

Funding (Council)	Amount
Marsac Remodel	-$200k
Capital Fund Balance	-$350k
Operating Reallocation	-$100k
Main St Bollards	-$350k
Total	**$1M**

Other Funds

- **Transportation $378k** – High Valley Transit recently converted their drivers from independent contractors to Summit County employees. To remain competitive and match our ability to recruit and retain essential front-line City teams, we recommend increasing our maximum ranges for front-line workers to help compete with this latest development.

Position	FY24 Tentative Budget Hourly Wage	Proposed Adjustment
Drivers	$ 29.58	$ 32.00
Dispatch	$ 33.86	$ 35.86
Supervisors	$ 38.16	$ 39.00

While we are not trying to outdo HVT, this latest development warrants a front-line employee adjustment, as many PCMC essential employees are aware of HVT's adjustment and new array of benefits as a result of their conversion to receive Summit County employees.

- **Self-Insurance/General Liability $250k** – As part of the annual audit process, the City Attorney's Office (CAO) evaluates the City's legal exposure. The report is used by the City's financial auditors to evaluate our overall financial risk. The City's self-insured retention, or deductible, for liability is $250,000 per incident. Based on the CAO's assessment of imminent and pending litigation, we recommend an additional $250k for the Self-Insurance Fund.
- **Workers Compensation Fund $100k** – Estimated increase for FY24 premiums.

FY24 Capital Budget Changes from Tentative Budget

- **CP0041 Trails Master Plan Implementation $275k -** Increase the proposed budget to recognize the new Restaurant Tax Grant the Trails & Open Space Department was awarded by Summit County. Importantly, the grant will provide funding to purchase a new winter groomer and construct the proposed Meadows

Drive trailhead. This allocation will complement the above operational request and help meet the increased surge in demand for trail maintenance in Park City.

- **CP0332 Library Technology Equipment Replacement $60k –** Decreased and moved the same amount of $60k to CP0019 Library Development and Donations to appropriately allocate for restroom facilities project. This adjustment is budget neutral.
- **CP0019 Library Development and Donations $60k** – Increase to receive funds from CP0332, as mentioned above. This adjustment is budget neutral.
- **CP0264 Security Projects $24k** – Increase to Lower Park RDA budget to accommodate general expenses for building security, alarms, maintenance, etc., for Lower Park Avenue RDA in City buildings.
- **CP0593 Transit Snowplow Equipment -$98K** – Reduced budget to zero as it is already included in the operations budget.
- **CP0590 Transportation Field Vehicle -$60K** – Reduced budget to zero as it is already included in the operations budget.
- **CP0378 Legal Software for Electronic Documents $35k** – An upgrade to legal system software has been planned for multiple years. However, over time the software provider has migrated to a subscription model, and a small increase is necessary fund the use of software under the new recurring model.
- **GO Bond $30M –** Per Council direction on June 15, 2023, project budgets were added for PC MARC Expansion ($8M) and the Park City Sports Complex ($22M). Budgets were already included for the City Park Recreation Building and PC MARC aquatics improvements. We will bring a bond authorizing resolution to Council for adoption this summer to include language on the ballot for November.

Amount	Project	Scen A	Scen B	Scen C	Scen D	Scen E
$15M	City Park Bldg	Fund	Fund	Fund	Fund	Fund
$6M	Aquatics	Fund	Fund	Fund	Fund	Fund
$8M	MARC Expansion	GO	Delay	GO	GO	Delay
$9M	PCSC (Pickleball, Nordic)	GO	GO	Delay	GO	GO
$7M	PCSC (Outdoor Ice)	GO	GO	GO	Delay	Delay
	GO Total	$30M	$20M	$20M	$20M	$10M

PC Single Family Median						
Annual	Primary	$291.13	$194.08	$194.08	$194.08	$97.04
	Non-Primary	$529.32	$352.88	$352.88	$352.88	$176.44
Monthly	Primary	$24.26	$16.17	$16.17	$16.17	$8.09
	Non-Primary	$44.11	$29.41	$29.41	$29.41	$14.71

FY23 Budget Adjustments – End-of-year budget adjustments are often necessary as we approach fiscal year close-out to align budgets with actual spending. These adjustments cover unanticipated expenses, timing modifications, or mid-year changes in

demand for levels of public services. The FY23 sales tax revenue is consistently higher than budgeted, allowing for your consideration of modest budget increases in the following areas:

General Fund

- **Recreation $17k** – Revenue is tracking $300k above budget. We budget credit card fees in alignment with revenue, which means as revenue increases, we also see an increase in fees. Bank charges surpassed the budget in Recreation due to increased credit card payments for program registration and MARC fees.
- **Special Events $25k** – FY23 marked the return of in-person events canceled or held virtually the last few years. That shift, along with inflationary pressures and unprecedented levels of traffic mitigation and pedestrian safety efforts, resulted in a $25k overage projected expenditures.
- **Communication Center $45k** – This is our Dispatch Services contract with Summit County. The annual amount is calculated from CPI and resulted in an increase for FY23. Several years ago, Park City and Summit County centralized dispatch services to increase efficiency and provide a higher level of service.
- **Trails $90k** –
    - As noted in the FY24 Budget request, we maintain a minimal grooming and maintenance contract with Mountain Trails, which can be challenging during heavy snowfall years. $60k is needed to support the amount and frequency of winter grooming in Round Valley and on the Rail Trail this past Winter. These trails see heavy use by hikers, skiers, and bikers.
    - Additional one-time funds of $30k are needed as soon as possible to repair significant erosion on high-volume trails in Round Valley that became evident as the snowpack melted. The damage is specifically related to the wide road base trails.
- **Sundance Contract $20k** – PCMC's contract with Sundance includes an inflationary clause calculated from the May 2023 CPI. $20k is our estimated increase for FY23 to meet our contractual obligation.

Other Funds

- **Transportation $800K –** During the July 28, 2022, Council Meeting, the Transportation Department received direction to operate the 6 Silver Richardson Flat route and the microtransit pilot. The cost of the service increase was not included in the original FY23 budget. Council direction was obtained to return with an end-of-year budget adjustment.
- **Self-Insurance Fund/Gen Liability/Auto Insurance $525K** – Due to the timing of renewals, we have no choice but to estimate our future annual insurance premiums and risk/liability expenses. Actual premiums for our various liability policies are obtained well after the fiscal year begins, in late November, and are $105k higher than budgeted in FY23. In addition, we also estimate general liability claims, then review the account at the end of the fiscal year and adjust as necessary. For FY23, the current claims adjustment is approximately $220k.
- **Fleet $48k** – Due to the rising cost of fuel, the Fleet budget is tracking marginally over budget, given the increase in gas prices impacting our region.

- **CP0142 Recreation Equipment Replacement $9,837** – Increase budget to recognize revenue from the sale of equipment.
- **CP0378 Legal Software for Electronic Documents $35k** – Funding for maintenance contract of risk/case management software. This will streamline the management of legal cases, insurance renewals, and risk assessment.

FY23 Grants and Rollover funds – Departments apply for various grants throughout the year to help offset costs and the tax burden on PC residents and businesses. If PCMC is awarded a grant, an adjustment is needed to increase the related expense and revenue account to recognize the award and maintain auditing standards. In some cases, we have funds that cross fiscal years and must be rolled forward to the next fiscal year. These include:

- **Police $33,450** – Received multiple State and Federal grants for radios, equipment, and supplies.
- **Trails $21,000** – Utah Open Lands grant to support Transit to Trails program.
- **Environmental Sustainability $23,927** – Rocky Mountain Power grant (rolling over funds to FY24).
- **Parks and Rec RAP Grant $33,090** – purchase and installation of ball netting for the artificial turf field (received funding in FY23, rolling over funds to FY24).
- **Golf RAP Grant $168,363** – purchase of two new fully electric green mowers.
- **Ice Arena RAP Grant $38,777** – replacement of bathroom fixtures throughout the facility.
- **Recreation RAP Grant $32,259**– Acoustifence material for court fencing.

Interfund Transfer (IFT) & Debt Adjustments
Interfund Transfers are resources we transfer between funds for a variety of reasons. For example, Administrative IFTs reimburse multiple support departments for services provided to other funds or functions of the municipality. We estimate IFT expenses at the beginning of the budget cycle and reevaluate regularly to maintain accuracy. In between presenting the Tentative and Final budget, we often have better information and data that allows us to budget IFTs more accurately. These include:

- Align Self Insurance/Risk Account with actual expenses - $42,909 for insurance premium cost increases.
- Increase of $188k for the Administrative Interfund Transfer (Admin IFT) from other funds at the City into the General Fund based on calculated cost estimates; and
- Increase of $164k to the fuel and maintenance IFT in Transportation to align with current costs.

Budget Policies and Procedures
Based on Council feedback provided on June 15, 2023, the Budget Team included a redlined copy of the updated Budget Policies and Procedures prepared for adoption. Per Council's request, one additional line was added to Settlement Authority (Chapter

7): “The City Attorney’s Office will provide quarterly client updates to the City Council about any settlements.”

Attachments:
A – Budget Summaries
B – Final Budget Adoption Ordinance
C – Budget Policies and Procedures Redlined Copy
D – 5-Year CIP

All Funds Combined

Revenue	Actual FY 2021	Actual FY 2022	YTD Actual FY 2023	Original FY 2023	Adjusted FY 2023	Original FY 2024	$ Var FY23 Adj v. FY24 Ori
RESOURCES							
Property Taxes	$28,380,276	$27,864,213	$26,105,579	$27,976,782	$26,708,782	$26,851,671	$142,889
Sales Tax	$33,614,011	$49,056,806	$44,119,194	$41,341,803	$41,341,803	$50,514,710	$9,172,907
Franchise Tax	$3,253,431	$3,526,041	$3,714,002	$3,297,706	$3,297,706	$3,591,845	$294,139
Licenses	$1,213,639	$1,251,664	$1,408,307	$1,481,984	$1,481,984	$1,394,816	($87,168)
Planning Building & Engineering Fees	$5,005,364	$5,683,951	$6,258,615	$5,553,671	$5,553,671	$5,307,649	($246,022)
Special Event Fees	$8,081	$216,481	$204,099	$101,319	$101,319	$322,924	$221,605
Federal Revenue	$11,071,350	$5,819,607	$6,797,035	$22,261,621	$22,261,621	$21,791,659	($469,962)
State Revenue	$527,368	$786,591	$487,546	$443,115	$443,115	$130,257	($312,858)
County/SP District Revenue	$1,171,385	$2,034,782	$382,160	$484,943	$484,943	$71,827	($413,116)
Water Charges for Services	$22,597,344	$21,922,162	$20,227,303	$22,392,268	$22,392,268	$24,487,920	$2,095,652
Transit Charges for Services	$2,455,909	$4,066,593	$23,890	$83,243	$83,243	$85,740	$2,497
Cemetery Charges for Services	$19,787	$27,621	$23,970	$70,098	$70,098	$228,269	$158,171
Recreation	$4,241,522	$4,638,424	$4,048,684	$3,730,265	$3,730,265	$4,126,624	$396,359
Ice	$634,725	$850,024	$867,136	$955,233	$955,233	$716,838	($238,395)
Other Service Revenue	$54,964	$57,542	$69,050	$56,768	$56,768	$56,768	$0
Library Fees	$13,483	$16,811	$13,070	$13,691	$13,691		($13,691)
Fines & Forfeitures	$1,075,883	$2,158,774	$2,908,747	$2,603,364	$2,603,364	$2,995,080	$391,716
Misc. Revenues	$3,620,970	$1,106,110	$3,999,312	$2,025,086	$2,085,720	$5,340,240	$3,254,520
Interfund Transactions (Admin)	$6,495,085	$7,284,491	$6,507,787	$7,814,395	$8,478,976	$9,212,848	$733,872
Interfund Transactions (CIP/Debt)	$13,194,041	$15,815,649	$11,340,923	$12,371,923	$15,025,910	$11,968,448	($3,057,462)
Special Revenues & Resources	$8,106,934	$2,014,065	$1,344,084	$1,476,517	$1,476,517	$216,418	($1,260,099)
Bond Proceeds				$40,589,496	$98,989,496	$42,477,367	($56,512,129)
Beginning Balance	$130,306,234	$152,780,088		$68,543,474	$188,244,180	$81,641,615	($106,602,565)
TOTAL	**$277,061,784**	**$308,978,490**	**$140,850,492**	**$265,668,765**	**$445,880,673**	**$293,531,533**	

Expenditure Summary by Fund and Major Object (FY 2023 Budget)

Description	Personnel FY 2023	Mat, Supplies, Services FY 2023	Capital FY 2023	Debt Service FY 2023	Contingency FY 2023	Sub - Total FY 2023	Interfund Transfer FY 2023	Ending Balance FY 2023	Total FY 2023
Park City Municipal Corporation									
011 GENERAL FUND	$31,142,035	$12,671,077	$726,689	$0	$300,000	$44,839,801	$3,439,780	$13,408,275	$61,687,857
012 QUINNS RECREATION COMPLEX	$1,142,784	$406,029	$1,000	$0	$0	$1,549,813	$0	$-6,673,040	$-5,123,227
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	$20,500,712	$0	$0	$20,500,712	$4,177,076	$10,659,751	$35,337,539
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,851,062	$0	$0	$1,851,062	$0	$64,688	$1,915,750
051 WATER FUND	$4,487,041	$5,231,887	$32,185,962	$5,577,420	$0	$47,482,310	$2,057,241	$11,067,345	$60,606,896
052 STORM WATER FUND	$714,043	$310,376	$371,500	$0	$0	$1,395,919	$157,377	$1,485,255	$3,038,551
055 GOLF COURSE FUND	$1,013,633	$652,909	$114,565	$0	$0	$1,781,107	$168,102	$222,320	$2,171,528
057 TRANSPORTATION & PARKING FUND	$9,453,294	$2,548,074	$18,022,449	$0	$0	$30,023,817	$3,592,743	$2,801,158	$36,417,719
058 PARKING FUND	$1,144,087	$752,500	$201,000	$0	$0	$2,097,587	$9,750	$1,278,247	$3,385,584
062 FLEET SERVICES FUND	$1,154,672	$1,845,050	$6,205	$0	$0	$3,005,927	$0	$934,955	$3,940,882
064 SELF INSURANCE FUND	$0	$1,562,452	$0	$0	$0	$1,562,452	$0	$1,831,678	$3,394,130
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$6,972,216	$0	$6,972,216	$0	$26,270,552	$33,242,768
071 DEBT SERVICE FUND	$0	$0	$0	$9,509,688	$0	$9,509,688	$0	$1,714,180	$11,223,868
Total Park City Municipal Corporation	**$50,251,589**	**$25,980,354**	**$73,981,144**	**$22,059,324**	**$300,000**	**$172,572,411**	**$13,602,070**	**$65,065,364**	**$251,239,846**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$0	$682,623	$0	$0	$0	$682,623	$3,092,532	$2,015,164	$5,790,319
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$700,000	$1,372,789	$2,527,789
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$295,000	$0	$0	$295,000	$2,791,715	$709,422	$3,796,137
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$0	$0	$0	$0	$0	$1,863,361	$1,863,361
Total Park City Redevelopment Agency	**$0**	**$1,137,623**	**$295,000**	**$0**	**$0**	**$1,432,623**	**$6,584,247**	**$5,960,736**	**$13,977,606**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$451,314	$451,314
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$451,314**	**$451,314**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$50,251,589**	**$27,117,977**	**$74,276,144**	**$22,059,324**	**$300,000**	**$174,005,035**	**$20,186,317**	**$71,477,414**	**$265,668,766**

Expenditure Summary by Fund and Major Object (FY 2023 Adjusted Budget)

Description	Personnel FY 2023	Mat, Supplies, Services FY 2023	Capital FY 2023	Debt Service FY 2023	Contingency FY 2023	Sub - Total FY 2023	Interfund Transfer FY 2023	Ending Balance FY 2023	Total FY 2023
Park City Municipal Corporation									
011 GENERAL FUND	$31,177,035	$12,894,077	$755,140	$0	$300,000	$45,126,252	$5,837,880	$13,969,780	$64,933,913
012 QUINNS RECREATION COMPLEX	$1,107,784	$406,029	$1,000	$0	$0	$1,514,813	$0	$-6,650,485	$-5,135,672
021 POLICE SPECIAL REVENUE FUND	$0	$0	$35,773	$0	$0	$35,773	$0	$0	$35,773
022 DRUG CONFISCATIONS	$0	$0	$22,419	$0	$0	$22,419	$0	$749	$23,168
031 CAPITAL IMPROVEMENT FUND	$0	$0	$88,508,614	$0	$0	$88,508,614	$4,177,076	$19,387,012	$112,072,702
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$3,917,222	$0	$0	$3,917,222	$0	$88,333	$4,005,555
051 WATER FUND	$4,487,041	$5,231,887	$87,243,081	$9,405,688	$0	$106,367,696	$2,090,991	$12,342,961	$120,801,649
052 STORM WATER FUND	$714,043	$310,376	$1,216,675	$0	$0	$2,241,094	$164,627	$2,046,582	$4,452,303
055 GOLF COURSE FUND	$1,013,633	$652,909	$476,950	$0	$0	$2,143,492	$171,352	$1,069,780	$3,384,624
057 TRANSPORTATION & PARKING FUND	$9,903,294	$2,898,074	$47,046,445	$0	$0	$59,847,813	$3,756,743	$5,197,705	$68,802,261
058 PARKING FUND	$1,144,087	$752,500	$336,760	$0	$0	$2,233,347	$67,981	$1,174,551	$3,475,879
062 FLEET SERVICES FUND	$1,154,672	$1,893,050	$6,205	$0	$0	$3,053,927	$0	$2,200,277	$5,254,204
064 SELF INSURANCE FUND	$0	$2,412,452	$0	$0	$0	$2,412,452	$0	$1,028,719	$3,441,171
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$6,979,291	$0	$6,979,291	$953,987	$25,439,789	$33,373,067
071 DEBT SERVICE FUND	$0	$0	$0	$9,496,688	$0	$9,496,688	$0	$1,645,801	$11,142,489
Total Park City Municipal Corporation	**$50,701,589**	**$27,451,354**	**$229,566,283**	**$25,881,667**	**$300,000**	**$333,900,893**	**$17,220,638**	**$78,941,554**	**$430,063,086**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$0	$682,623	$0	$0	$0	$682,623	$3,092,532	$1,739,038	$5,514,193
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$400,000	$626,395	$1,481,395
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$2,815,075	$0	$0	$2,815,076	$2,791,715	$767,289	$6,374,080
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$424,971	$0	$0	$424,971	$0	$1,569,533	$1,994,504
Total Park City Redevelopment Agency	**$0**	**$1,137,623**	**$3,240,047**	**$0**	**$0**	**$4,377,670**	**$6,284,247**	**$4,702,255**	**$15,364,172**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$453,416	$453,416
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$453,416**	**$453,416**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$50,701,589**	**$28,588,977**	**$232,806,330**	**$25,881,667**	**$300,000**	**$338,278,563**	**$23,504,885**	**$84,097,225**	**$445,880,673**

Expenditure Summary by Fund and Major Object (FY 2024 Original Budget)

Description	Personnel FY 2024	Mat, Supplies, Services FY 2024	Capital FY 2024	Debt Service FY 2024	Contingency FY 2024	Sub - Total FY 2024	Interfund Transfer FY 2024	Ending Balance FY 2024	Total FY 2024
Park City Municipal Corporation									
011 GENERAL FUND	$33,994,582	$14,410,987	$785,322	$0	$300,000	$49,490,891	$4,184,157	$8,466,782	$62,141,830
012 QUINNS RECREATION COMPLEX	$1,244,390	$416,387	$1,000	$0	$0	$1,661,777	$0	$-7,589,406	$-5,927,629
021 POLICE SPECIAL REVENUE FUND	$0	$0	$0	$0	$0	$0	$0	$0	$0
022 DRUG CONFISCATIONS	$0	$0	$0	$0	$0	$0	$0	$749	$749
031 CAPITAL IMPROVEMENT FUND	$0	$0	$48,675,370	$0	$0	$48,675,370	$4,174,476	$14,475,792	$67,325,638
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,964,600	$0	$0	$1,964,600	$0	$9,333	$1,973,933
051 WATER FUND	$4,934,076	$6,134,695	$10,177,805	$9,403,863	$0	$30,650,440	$2,588,649	$15,208,046	$48,447,135
052 STORM WATER FUND	$662,651	$297,652	$1,261,500	$0	$0	$2,221,803	$173,903	$1,650,876	$4,046,582
055 GOLF COURSE FUND	$1,110,825	$687,145	$282,928	$0	$0	$2,080,898	$179,945	$280,208	$2,541,051
057 TRANSPORTATION & PARKING FUND	$11,741,329	$3,655,202	$17,973,836	$0	$0	$33,370,367	$3,872,831	$6,648,108	$43,891,306
058 PARKING FUND	$1,272,238	$752,500	$380,000	$0	$0	$2,404,738	$123,963	$1,640,930	$4,169,631
062 FLEET SERVICES FUND	$1,302,988	$1,845,050	$6,205	$0	$0	$3,154,243	$0	$2,400,034	$5,554,277
064 SELF INSURANCE FUND	$0	$2,173,829	$0	$0	$0	$2,173,829	$0	$1,152,335	$3,326,164
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$6,975,316	$0	$6,975,316	$0	$25,429,789	$32,405,105
071 DEBT SERVICE FUND	$0	$0	$0	$9,478,438	$0	$9,478,438	$0	$1,645,801	$11,124,239
Total Park City Municipal Corporation	**$56,263,078**	**$30,373,448**	**$81,508,566**	**$25,857,617**	**$300,000**	**$194,302,709**	**$15,297,924**	**$71,419,377**	**$281,020,010**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$0	$657,109	$0	$0	$0	$657,109	$3,092,532	$2,241,397	$5,991,038
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$0	$182,714	$637,714
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$445,000	$0	$0	$445,000	$2,790,840	$623,981	$3,859,821
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$150,000	$0	$0	$150,000	$0	$1,419,533	$1,569,533
Total Park City Redevelopment Agency	**$0**	**$1,112,109**	**$595,000**	**$0**	**$0**	**$1,707,109**	**$5,883,372**	**$4,467,625**	**$12,058,106**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$453,416	$453,416
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$453,416**	**$453,416**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$56,263,078**	**$31,485,557**	**$82,103,566**	**$25,857,617**	**$300,000**	**$196,009,818**	**$21,181,296**	**$76,340,418**	**$293,531,532**

Change in Fund Balance

Fund	Actuals FY 2021	Actuals FY 2022	Budget FY 2023	Adjusted FY 2023	$ Change Ori FY23 v Adj FY23	% Change Ori FY23 v Adj FY23	Budget FY 2024	$ Change Adj FY23 v Ori FY24	% Change Adj FY23 v Ori FY24
Park City Municipal Corporation									
011 GENERAL FUND	$19,222,320	$20,682,028	$13,408,275	$13,969,780	$561,505	4.2%	$8,466,782	($5,502,998)	-39.4%
012 QUINNS RECREATION COMPLEX	($5,621,751)	($6,097,439)	($6,673,040)	($6,650,485)	$22,555	-0.3%	($7,589,406)	($938,921)	14.1%
021 POLICE SPECIAL REVENUE FUND	$35,773	$35,773	$0	$0	$0	0.0%	$0	$0	0.0%
022 DRUG CONFISCATIONS	$23,168	$23,168	$0	$749	$749	0.0%	$749	$0	0.0%
031 CAPITAL IMPROVEMENT FUND	$66,506,424	$82,329,107	$10,659,751	$19,387,012	$8,727,261	81.9%	$14,475,792	($4,911,220)	-25.3%
038 EQUIPMENT REPLACEMENT CIP	$2,666,494	$2,419,955	$64,688	$88,333	$23,645	36.6%	$9,333	($79,000)	-89.4%
051 WATER FUND	$11,227,874	$10,921,375	$11,067,345	$12,342,961	$1,275,616	11.5%	$15,208,046	$2,865,085	23.2%
052 STORM WATER FUND	$1,895,343	$2,452,303	$1,485,255	$2,046,582	$561,327	37.8%	$1,650,876	($395,706)	-19.3%
055 GOLF COURSE FUND	$1,532,345	$1,955,476	$222,320	$1,069,780	$847,460	381.2%	$280,208	($789,572)	-73.8%
057 TRANSPORTATION & PARKING FUND	$18,471,244	$33,350,724	$2,801,158	$5,197,705	$2,396,547	85.6%	$6,648,108	$1,450,403	27.9%
058 PARKING FUND	$13,900	$872,515	$1,278,247	$1,174,551	($103,696)	-8.1%	$1,640,930	$466,379	39.7%
062 FLEET SERVICES FUND	$1,376,759	$1,900,204	$934,955	$2,200,277	$1,265,322	135.3%	$2,400,034	$199,757	9.1%
064 SELF INSURANCE FUND	$972,015	$1,297,178	$1,831,678	$1,028,719	($802,959)	-43.8%	$1,152,335	$123,616	12.0%
070 SALES TAX REV BOND - DEBT SVS FUND	$26,283,977	$26,404,276	$26,270,552	$25,439,789	($830,763)	-3.2%	$25,429,789	($10,000)	0.0%
071 DEBT SERVICE FUND	$1,635,448	$1,645,801	$1,714,180	$1,645,801	($68,379)	-4.0%	$1,645,801	$0	0.0%
Total Park City Municipal Corporation	**$146,241,333**	**$180,192,444**	**$65,065,364**	**$78,941,554**	**$13,876,190**	**21.3%**	**$71,419,377**	**($7,522,177)**	**-9.5%**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$1,061,151	$1,262,193	$2,015,164	$1,739,038	($276,126)	-13.7%	$2,241,397	$502,359	28.9%
024 MAIN STREET RDA SPECIAL REVENUE FUND	$1,130,151	$1,460,076	$1,372,789	$626,395	($746,394)	-54.4%	$182,714	($443,681)	-70.8%
033 REDEVELOPMENT AGENCY-LOWER PRK	$3,004,807	$3,281,547	$709,422	$767,289	$57,867	8.2%	$623,981	($143,308)	-18.7%
034 REDEVELOPMENT AGENCY-MAIN ST	$891,332	$1,594,504	$1,863,361	$1,569,533	($293,828)	-15.8%	$1,419,533	($150,000)	-9.6%
Total Park City Redevelopment Agency	**$6,087,441**	**$7,598,320**	**$5,960,736**	**$4,702,255**	**($1,258,481)**	**-21.1%**	**$4,467,625**	**($234,630)**	**-5.0%**
Municipal Building Authority									
035 BUILDING AUTHORITY	$451,314	$453,416	$451,314	$453,416	$2,102	0.5%	$453,416	$0	0.0%
Total Municipal Building Authority	**$451,314**	**$453,416**	**$451,314**	**$453,416**	**$2,102**	**0.5%**	**$453,416**	**$0**	**0.0%**

Ordinance No. 2023-32

ORDINANCE ADOPTING A REVISED BUDGET FOR FISCAL YEAR 2023 AND A FINAL BUDGET FOR FISCAL YEAR 2024 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES AND AUTHORIZING THE COMPUTATION OF THE PROPERTY TAX RATE AT A NO TAX INCREASE RATE

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

WHEREAS, a public hearing was held on May 11, 2023 at the City Council's regularly scheduled meetings, complying with State law;

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

SECTION 1. TENTATIVE REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 11, 2023 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the revised Fiscal Year 2023 budget for Park City Municipal Corporation and its related agencies.

SECTION 2. TENTATIVE BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 11, 2023 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the budget for Fiscal Year 2024 for Park City Municipal Corporation and its related agencies.

SECTION 3. CERTIFIED PROPERTY TAX RATE. The City's Budget Officer is authorized, after the County has provided the Certified Property Tax data, to compute the City's Certified Property Tax Rate for Fiscal Year 2024 at a "No Tax Increase Rate" and file said rate with the County.

SECTION 4. EFFECTIVE DATE**.** Section 1 for the Fiscal Year 2023 Revised Budget shall take effect upon publication and Section 2 for the Fiscal Year 2024 Budget shall take effect on July 1, 2023.

PASSED AND ADOPTED this 22nd day of June, 2023.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Nann Worel

Attest:

_____
Michelle Kellogg, City Recorder

APRROVED AS TO FORM:

_____
City Attorney’s Office

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Budget, Debt & Grants
Item Type: Ordinance
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Ordinance 2023-31, an Ordinance Establishing Compensation for the Elected and Statutory Officers for FY 2024
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
Council Compensation Staff Report
Exhibit A: FY24 Council Compensation Ordinance

City Council Staff Report

Subject: Council and Statutory Officer Compensation
Author: Budget, Debt, and Grants
Department: Budget, Debt, and Grants
Date: June 22, 2023
Type of Item: Legislative

Recommendation

Consider adopting ordinance 2023-31 establishing compensation for Elected and Statutory Officers for FY24 according to Exhibit A.

Background

Under Code **10-3-818,** elective and statutory officers of municipalities shall receive compensation for their services, set by adopting an ordinance after holding a public hearing. The City must advertise the time and place of public hearings at least seven days in advance on the Utah Public Notice website, the City website, and in City Hall. Public hearings will be held on June 1 and June 22, and the notice was posted on the Utah Public Notice website.

Analysis

For FY24, the Elected Official and Statutory Officer Compensation recommendations are consistent with the Pay Plan recommendation presented to Council during the April 4, 2023, operating budget summary. Recommendations included a 5.50% increase to keep pace with regional inflation.

Elected and Statutory Officer Compensation Rate Changes

Mayor	**FY23**	**FY24**	
Wages	$ 50,053.00	$ 52,806.00	
Health Benefits (or cash in lieu)	$ 22,600.00	$ 21,371.00	Enhanced health benefits at lower premiums with new vendor
Car Allowance	$ 3,000.00	$ 3,000.00	
Total	**$ 75,653.00**	**$ 77,177.00**	
City Council	**FY23**	**FY24**	
Wages	$ 25,856.00	$ 27,278.00	
Health Benefits (or cash in lieu)	$ 22,600.00	$ 21,371.00	Enhanced health benefits at lower premiums with new vendor
Total	**$ 48,456.00**	**$ 48,649.00**	
Statutory Officers	**FY23 Range**	**FY24 Range**	
City Manager	$158,250 – $211,000	$175,160 - 233,547	
City Attorney	$176,493 – $235,324	$186,200 – $248,267	
City Treasurer	$82,860 – $110,480	$90,687 – $120,917	
City Engineer	$124,938 – $166,585	$131,810 – $175,747	
City Recorder	$82,860 – $110,480	$87,392 – $116,556	

Exhibits

A – FY24 Council Compensation Ordinance

Ordinance No. 2023-31

ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS FOR FISCAL YEAR 2023 – 2024 IN PARK CITY, UTAH

WHEREAS, the City Council has the power to establish compensation schedules pursuant to Utah Code Section 10-3-818; and

WHEREAS, the number of duties for the Mayor, City Council, and Statutory Officers are significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, public hearings were duly advertised and held on June 1 and June 22, 2023;

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:

	FY 2023-2024
Mayor	
Wages	$52,806.00 per year
Health Benefits (or cash in lieu)	$ 21,371.00 per year
Car Allowance	$3,000.00 per year
Total	**$77,177.00 per year**
City Council	
Wages	$27,278.00 per year
Health Benefits (or cash in lieu)	$21,371.00 per year
Total	**$48,649.00 per year**
City Manager	$175,160 – 233,547 per year
City Attorney	$186,200 – $248,267 per year
City Treasurer	$90,687 – $120,917 per year
City Engineer	$131,810 – $175,747 per year
City Recorder	$87,392 – $116,556 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 $21,371.00. 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, 2023.

PASSED AND ADOPTED this 22nd day of June, 2023.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Nann Worel

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
City Attorney's Office

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Budget, Debt & Grants
Item Type: Resolution
Agenda Section: NEW BUSINESS

Subject:
Consideration to Adopt Resolution 09-2023, a Resolution Amending the Fee Schedule
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
FY24 Fee Schedule Resolution
Exhibit A: FY24 Fee Schedule Redlined Copy

Resolution No. 09-2023

A RESOLUTION AMENDING THE FEE SCHEDULE

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 22, 2023, to receive public comments on the user fee changes.

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. EFFECTIVE DATE. This resolution shall take effect on July 1, 2023.

PASSED AND ADOPTED this 22nd day of June, 2023.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Nann Worel

Attest:

_____
Michelle Kellogg, City Recorder

Approve as to form:

_____
City Attorney's Office

PARK CITY FEE SCHEDULE – Effective ~~June 23, 2022~~ July 1, 2023

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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

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.

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

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*.

1.1.18 Bicycle Parking Fee in Lieu. Applicants may pay a fee in lieu at $150 per U-rack for outdoor bicycle parking and $500 per square foot for enclosed bicycle parking when approved by the Planning Commission. See Land Management Code Section 15-3-9(F).

* 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 1.05% of the total valuation of construction as herein above described with a minimum fee of $50.00.

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)	$130.00 Places of
Assembly	$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 minimumfee 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 $90.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge $90.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

Application Fee is $200.00. In addition, the applicant shall:

1. Prepare and submit, in accordance with the table below, an estimated cost for the total work to be performed. Any item of work not listed on the table below shall be included in the list of items at a price agreed to by the applicant and City Engineer's office. The applicant shall either:

   - Post an irrevocable letter of credit issued by a bank authorized to do Business in the State of Utah or an out-of-state bank, provided that a bank authorized to do Business in Utah confirms in writing that it will honor the letter of credit naming Park City Municipal Corporation as the payee of funds drawn against the letter of credit and guaranteeing the availability or cash bond equal to the estimated total cost; or

   - Submit a cashiers check equal to the estimated total cost.

At a minimum, letter of credit or cashier's check shall be $2,000. The letter of credit or bond shall remain in effect for a period of one (1) year from the date of the work is actually completed to guarantee the adequacy of repairs made to the streets.

Bonding Amounts for Work in the Right of Way

Item	Measurement	Unit Costs
Removal of Gutter	LF	$10.80
Replacement of Gutter	LF	$78.00
Removal of Asphalt	SF	$8.70
Replacement of Asphalt	SF	$15.60
Removal of Cross Street Gutter	SF	$13.50
Replacement of Cross Street Gutter	SF	$86.40
Removal of Sidewalk	SF	$7.80
Replacement of Sidewalk	SF	$30.00
Excavation of Trench	CF	$3.00
Excavation of Trench in Soils Dist	CF	$8.80
Flow fill of Trenching	CF	$8.80

2. Applicant shall submit proof of insurance.

Starting work in the right of way without a permit (first offense) – Double (x2) the work in the right of way application fee

Continuing work without a permit (second offense) – Quadruple (x4) the work on the right of way application fee

1.3.3. Fee for the Processing of Small Wireless Facility Applications

Fees shall be consistent with Utah Code Section 54-21-503:

- $100 for collocation of a small wireless facility on an existing or replacement utility pole for each small facility on the same application.
- $250 for each application to install, modify, or replace a utility pole associated with a small wireless facility.

For an activity that is not a permitted use described in Utah Code Section 54-21-204, an application may not exceed $1,000 per application to (a) install, modify, or replace a utility pole; or (b) install, modify, or replace a new utility pole associated with a small wireless facility.

1.3.4 Road Closure Permit

Application fee is $50.00

Closing the road without a permit (first offense) – Double (x2) the work in the right of way application fee

Closing the road without a permit (second offense) – Quadruple (x4) the work on the right of way application fee

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~~ 2023).

2.2.1.1 Single Family Residential

Meter Size	FY2~~3~~4 Base Rate	FY2~~3~~4 Meter Price
3/4"	$55.24	~~$876.30~~ $963.93
1 "	$74.57	~~$1,007.15~~ $1,107.87
1.5" Or larger	$88.44	~~$1,432.86~~ $1,576.15

2.2.1.2 Multi-Family Residential ~~or Commercial~~

Meter Size	FY2~~34~~ Base Rate	FY2~~34~~ Meter Price
3/4"	$71.60	~~$876.30~~ $963.93
1"	$121.51	~~$1,007.15~~ $1,107.87
1.5"	$259.56	~~$1,432.86~~ $1,576.15
2 "	$541.29	~~$2,534.45~~ $2,787.90
3"	$1,408.68	~~$2,998.29~~ $3,298.23
4"	$2,557.37	~~$5,224.61~~ $5,747.07
6"	$4,820.72	~~$8,128.46~~ $8,941.31
~~8"~~	~~$8,205.18~~	~~$12,208.41~~

2.2.2.3 Commercial

Meter Size	FY24 Base Rate	FY24 Meter Price
3/4"	~~$71.60~~ $85.92	~~$876.30~~ $963.93
1"	~~$121.51~~ $145.81	~~$1,007.15~~ $1,107.87
1.5"	~~$259.56~~ $311.47	~~$1,432.86~~ $1,576.15
2 "	~~$541.29~~ $649.55	~~$2,534.45~~ $2,787.90
3"	~~$1,408.68~~ $1,690.30	~~$2,998.29~~ $3,298.23
4"	~~$2,557.37~~ $3,068.84	~~$5,224.61~~ $5,747.07
6"	~~$4,820.72~~ $5,784.86	~~$8,128.46~~ $8,941.31

2.2.1.3 Irrigation

Meter Size	FY2~~34~~ Base Rate	FY2~~34~~ Meter Price
3/4"	~~$122.21~~ $158.47	~~$876.30~~ $963.93
1"	~~$206.80~~ $351.56	~~$1,007.15~~ $1,107.87
1.5"	~~$441.77~~ $883.54	~~$1,432.86~~ 1,576.15
2"	~~$921.27~~ $883.54	~~$2,534.45~~ $2,787.90
3"	~~$2,397.40~~ $883.54	~~$2,998.29~~ $3,298.23
4"	~~$4,352.78~~ $883.54	~~$5,224.61~~ $5,747.07
6"	~~$8,205.18~~$883.54	~~$8,128.46~~ $8,941.31

2.2.1.4 Construction Base Rate: ~~$321.01~~ $353.11

2.2.1.5 Necessitous Base Rate: ~~$4.82~~ $5.30

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	$6.88	~~$11.03~~ $9.08	~~$11.61~~ $11.73	~~$15.04~~ $16.54	~~$17.93~~ $23.10	~~$31.34~~ $34.65
Gallons in Block	0-5,000	5,001-~~15,000~~ 10,000	~~15,001-25,000~~ 10,001-20,000	~~25,001-35,000~~ 20,001 – 30,000	~~35,001-55,000~~ 30,001-40,000	Over ~~55,000~~ 40,000

2.2.2.2 Multi-Family Residential

2.2.2.3 Commercial

	Block 1	Block 2	Block 3	Block 4	Block 5
Price per 1,000 gallons	~~$9.67~~ $9.08	~~$14.98~~ $11.73	$16.54	$23.10	$34.65
3/4" Meter, Allowance in Block	0-~~150,000~~ 0 - 5,000	~~Over 150,000~~ 5,001 – 10,000	10,001- 20,000	20,001-30,000	Over 30,000
1" Meter, Allowance in Block	~~0-300,000~~ 0 – 10,000	~~Over 300,000~~ 10,001 – 30,000	30,001-90,000	90,001-150,000	Over 150,000
1.5" Meter, Allowance in Block	~~0-500,000~~ 0 – 30,000	~~Over 500,000~~ 30,001 – 50,000	50,001-130,000	130,001-400,000	Over 400,000
2" Meter, Allowance in Block	~~0-750,000~~ 0 – 50,000	~~Over 750,000~~ 50,001 – 90,000	90,001-200,000	200,001-600,000	Over 600,000
3" Meter, Allowance in Block	~~0-1,200,000~~ 0 – 130,000	~~Over 1,200,000~~ 130,001 – 150,000	150,001-400,000	400,001-1,000,000	Over 1,000,000
4" Meter, Allowance in Block	~~0-1,700,000~~ 0 – 150,000	~~Over 1,700,000~~ 150,001 – 400,000	400,001-800,000	800,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	~~0-1,700,000~~ 0 – 200,000	~~Over 1,700,000~~ 200,001 – 100,000,000	1,000,001-1,600,000	1,600,001-1,800,000	Over 1,800,000

2.2.2.4 Irrigation

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	~~$11.78~~ $11.73	~~$19.15~~ $16.54	$23.10	$34.65
3/4" Meter, Allowance in Block	~~0-56,000~~ 0 – 10,000	~~Over 56,000~~ 10,001 – 30,000	30,001-90,000	Over 90,000

1" Meter, Allowance in Block 3 DC q 263.4 102.72 80.159 22.1BD1122.151Q q2 2(inf EMC /P <</MCID n BT 9.96 -0 0 9

Block	0 – 110,000	110,001 – 150,000		
2" Meter, Allowance in Block	~~0-300,000~~ 0 – 110,000	~~Over 300,000~~ 110,001 – 150,000	150,001-600,000	Over 600,000
3" Meter, Allowance in Block	~~0-600,000~~ 0 – 110,000	~~Over 600,000~~ 110,001 – 150,000	150,001-600,000	Over 600,000
4" Meter, Allowance in Block	~~0-935,000~~ 0 – 110,000	~~Over 935,000~~ 110,001 – 150,000	150,001-600,000	Over 600,000
6" Meter, Allowance in Block	~~0-1,865,000~~ 0 – 110,000	~~Over 1,865,000~~ 110,001 – 150,000	150,001-600,000	Over 600,000

2.2.2.5 Construction ~~$12.99~~ $14.29 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, 2023). 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

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			

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 months' base rate as previously billed.
61-90 days or more	Three months' base rate as previously billed.

2.5 WATER METER TESTING FEE $500.00 per test

2.6 WATER LABOR/EQUIPMENT OR SUPPLIES RATE

2.6.1 Water Labor during business hours — $50.00 per hour (rounded up to the nearest half-hour)

2.6.2 Water Labor after hours — $70.00 per hour (rounded up to the nearest half-hour)

2.6.3 Backhoe, Mini Excavator, Skid Steer, Thawing Machine, Crane Truck, or 2-Ton Dump Truck — $45.00 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~~ $175.00

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

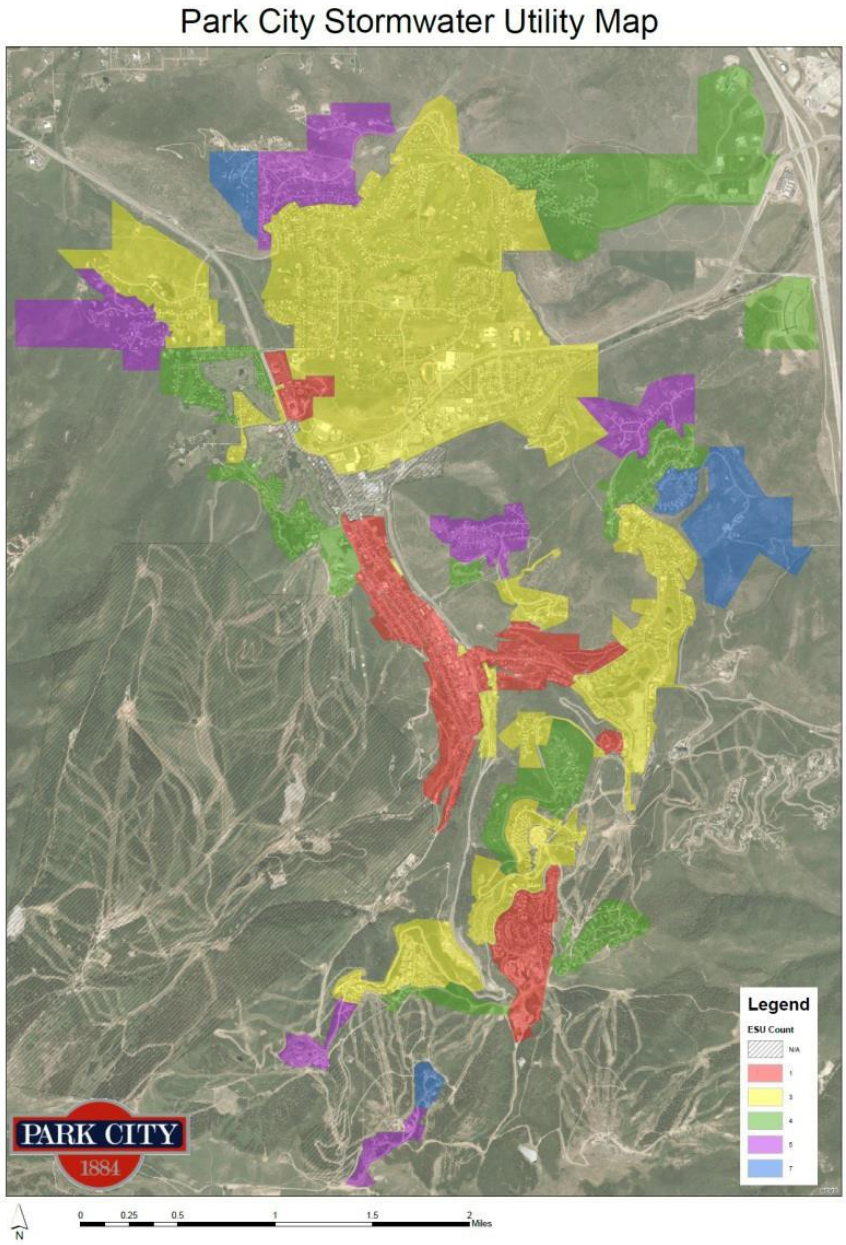
2.12.1 An Equivalent Surface Unit or ESU ~~$6.86~~ $7.07

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.



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 orstaff, the applicant will be assessed a $270 fee per application. If the meeting is longer than 30minutes 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/ Inspec-tions	Unit of Mea-sure
Ski Resort	$0.26	Skier Day	$0.01	Skier Day		-	$22.00	$149.00	License
Lodging	$19.25	Per Bedroom	$9.49	Per Bedroom		-	$17.00	$149.00	License
Restaurant	$0.23	Per Sq. Ft.	$0.10	Per Sq. Ft.		-	$22.00	$149.00	License
Outdoor Dining	$0.06	Per Sq. Ft.	$0.03	Per Sq. Ft.		-	$22.00	$149.00	License
Retail	$0.23	Per Sq. Ft.	$0.10	Per Sq. Ft.		-	$22.00	$149.00	License
Large Retail (>12,000 sq. ft.)	$0.16	Per Sq. Ft.	$0.07	Per Sq. Ft.		-	$22.00	$149.00	License

	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renew-als	Rate New/ Inspec-tions	Unit of Mea-sure
Office, Service, Other	$0.21	Per Sq. Ft.	$0.01	Per Sq. Ft.	-	-	$22.00	$149.00	License
Warehouse	$0.06	Per Sq. Ft.	$0.00	Per Sq. Ft.	-	-	$22.00	$149.00	License
Resort and Amusement	$1.04	Per User	$0.05	Per User	-	-	$22.00	$149.00	License
For-Hire 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/ Inspec-tions**	**Unit of Mea-sure**
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 Vehicle Impound Fee

$20.00 Per vehicle, per impound (also see Section 7.7).

5.3 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 (2022). 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:

(2)(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 (2)(a) (i) and(ii).

(b) An hourly charge under Subsection (2)(a) 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.

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 PURPOSE AND PHILOSOPHY. Parking Services applies fees and fines through permitting and enforcement in order to regulate and maintain parking compliance. Paid parking and application of code and fees are imperative pieces of Transportation Demand Management The parking department is maintained as an enterprise revenue fund.

Fines for meter violations are as follows:

First thru Fifth (1st - 5th) violation per registered owner(s):

Effective July 1, 2022
$50.00-from the date of violation until fourteen (14) days following the violation, escalating to:
$55.00 after 14 days;
$58.00 after 30 days;
$60.00 after 60 days

More than five (>5) violations per registered owner(s):

Effective July 1, 2022
$75.00 from the date of violation until fourteen (14) days following the violation, escalating to:
$80.00 after 14 days;
$85.00 after 30 days;
$90.00 after 60 days

7.2 Fines for mobility disabled space violations are as follows:

Effective July 1, 2022
$300.00 from the date of violation until fourteen (14) days following the violation, escalating to:
$325.00 after 14 days;
$350.00 after 30 days;
$375.00 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. $200.00 from the date of violation until fourteen (14) days following the violation, escalating to:

$215.00 after 14 days;
$235.00 after 30 days;
$250.00 after 60 days

B. Fines for all other special event parking violations.

Effective July 1, 2022
$200.00 from the date of violation until fourteen (14) days following the violation
$215.00 after 14 days;
$235.00 after 30 days;
$250.00 after 60 days

7.4 Fines for time limit parking violations are as follows:

Effective July 1, 2022
$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:
$55.00 after 14 days;
$58.00 after 30 days;
$60.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2022
$60.00 from the date of violation until fourteen (14) days following the violation, escalating to:
$65.00 after 14 days;
$70.00 after 30 days;
$75.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):

Effective July 1, 2022
$75.00 from the date of violation until fourteen (14) days following the violation, escalating to:
$80.00 after 14 days;
$85.00 after 30 days;
$90.00 after 60 days

7.5 Fines for all other parking violations are as follows:

Effective July 1, 2022
$60.00 from the date of violation until fourteen (14) days following the violation, escalating to:
$65.00 after 14 days;
$70.00 after 30 days;
$75.00 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):

Effective July 1, 2022
$75.00 from the date of violation until fourteen (14) days following the violation, escalating to:
$80.00 after 14 days;
$85.00 after 30 days;
$90.00 after 60 days

More than five (>5) violations per registered owner(s):

Effective July 1, 2022
$75.00 from the date of violation until fourteen (14) days following the violation, escalating to:
$80.00 after 14 days;
$85.00 after 30 days;
$90.00 after 60 days

~~7.1~~ 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 up to $500.00 annually, up to $250.00 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.

Old Town Employee Parking Permit - $30 per month Old Town employees with a Main Street area business address may apply for a monthly paid permit for $30 per month. This permit allows for parking all hours (except where signed otherwise) in the China Bridge parking structure. This permit is non-transferrable and not a shareable permit. Quantities are limited with a first-come first-served basis. The permit is NOT valid during major events. Alternative parking locations maybe provided. Payments for this permit are automatically charged to the account holder until it is cancelled by the account holder.

Residential Business Permit – up to $25.00 per day – businesses operating and requiring parking in residential permit zones including nightly rentals, landscaping, plumbing, etc. Replacement permit cost is $20.00

~~7.2~~ 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 andSpecial 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 lotsare subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park Police Department Towing Rate Schedule.

Vehicles relocated from/to City parking are subject to administrative/towing fees up to $100.

7.9 Immobilization Fee $50.00

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 $20.00 per space

Swede Alley: Daily rate of $15.00 per space

Sandridge, South City Park, Residential Permit Zones: Monthly rate of $25.00 per space

a.	Up to two spaces for vehicle parking with approved and active building permit (issued in concert with the Building Department):	$100.00
b.	Vehicle Permits:	$75.00 per space per month
c.	Dumpster or Equipment Permit:	$75.00 per space per month

Pay station removal for construction: $1,000.00

Application Fee: $50.00

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 July 1, 2022:

Peak Season, December through April 15 and June through September

China Bridge:

11:00 a.m.- 6:00 p.m. – FREE, no hourly max
6:00 p.m.-Midnight – $3.00/hour, 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 – $4.00/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 – $2.00/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. – $3.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed $3.00/hour

5:00 p.m.-Midnight – $5.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed $5.00/hour

Park Avenue:

Resident Permit Required – shared 2 hour free parking zone- resident permit exempt from visitor time limitation

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.-6:00 p.m. – FREE-No hourly max
6:00 p.m.-Midnight$1.00/hour, no hourly max
Hourly rate may be modified, and may not exceed $3.00/hour

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m.-5:00 p.m. –$2.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed $3.00/hour

5:00 p.m.-Midnight –$3.00/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, 24 hour max

5:00 p.m.-Midnight – FREE, 24 hour max

7.12 Meter rates are as follows:

Effective July 1, 2022:
Peak Season

AM – FREE, no hourly max
11:00 a.m.-5:00 p.m. –$3.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed $3.00/hour

5:00 p.m.-Midnight –$5.00/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. –$1.50/hour, 3 hour max
Hourly rate may be modified, and may not exceed $2.00/hour

5:00 p.m.-Midnight –$3.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed $4.00/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 PC MARC 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 may receive a discount on user fees for the PC MARC and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the PC MARC 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 PC MARC: 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 PC MARC facility is principally for recreation. Non-recreation activities usually will becharged up to fifty percent (50%) more than the minimum. No fee waivers for non- recreational orspecial event use will be permitted. However, the City Council may authorize the City to pay all ora 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 Recreation 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 Recreation 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 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.

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.

Sliding Fee Scale

	Family Size					
% of AMI	**One**	**Two**	**Three**	**Four**	**Five**	**Six**
Below 30% AMI Receive 70% discount	Less than ~~$25,368~~ $28,287 Gross Income (GI)	Less than ~~$28,992~~ $32,328 GI	Less than ~~$32,616~~ $36,669 GI	Less than ~~$36,240~~ $40,410 GI	Less than ~~$39,139~~ $43,643 GI	Less than ~~$42,038~~ $46,876 GI
31% to 50% AMI Receive 50% discount	~~$25,369 to $42,280~~ $47,145	~~$28,993 to $48,320~~ $53,880	~~$32,617 to $54,360~~ $60,615	~~$36,241 to $60,400~~ $67,350	~~$39,140 to $65,232~~ $72,738	~~$42,039 to $70,064~~ $78,126
51% to 70% AMI Receive 30% discount	~~$42,281 to $59,192~~ $66,003	~~$48,321 to $67,648~~ $77,432	~~$54,361 to $76,104~~ $84,861	~~$60,401 to $84,560~~ $94,290	~~$65,233 to $91,325~~ $101,833	~~$70,065 to $98,090~~ $109,376

8.4. PC MARC:

8.4.1 PC MARC Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for use of the PC MARC 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 and Pickleball Fees	Hourly Court Fees	
	Indoor	Outdoor
Resident rate	$34.00	$14.00
Visitor rate	$50.00	$20.00

Youth Clinics Pre-Registration

- ~~Red Ball~~ 45 Minute Clinic: ~~$14~~ $16.00/day
- ~~Orange~~ 1.5 Hour Clinic: ~~$26~~ $28.00/day
- ~~Green: $26/day~~
- ~~Yellow: $26/day~~

Youth Clinic Drop-In

- ~~Red~~45 Minute Clinic: ~~$17~~ $20.00
- ~~Orange~~ 1.5 Hour Clinic: ~~$30~~ $32.00
- ~~Green: $30~~
- ~~Yellow: $30~~
- ~~Peak: $34~~

Other Tennis and Pickleball Fees

Private Lesson 1 Hour	~~$80.00~~ $90.00
Private Lesson 1/2 hour	~~$44.00~~ $50.00
Semi Private Lesson 1 hour (Per person)	~~$42.00~~ $48.00
Group of 3 (Per person)	~~$32.00~~ $38.00
Group of 4 (Per person)	~~$27.00~~ $33.00
~~Clinic drop-in fee~~ Adult Clinic 1 hour	~~$19.00~~ $20.00
~~Clinic drop-in fee~~ Adult Clinic 1.5 hours	~~$28.00~~ $30.00
Ball Machine per hour	$12.00
Tennis Courts Non-Athletic (Daily)	$3,000.00
Outdoor (Professional/Group Fee) Court Fee	$25/hr

~~Pickleball Fees~~

~~Indoor Bubble Courts~~	~~$17/hr~~
~~Outdoor Courts~~	~~$14/hr~~
~~Per – hr. Clinic~~	~~$15/hr~~
~~Private Lesson 1 hour~~	~~$50~~
~~Semi-Private Lesson 1 hour~~	~~$50/pp~~
~~Group of 3 (Per Person)~~	~~$30/hr~~
~~Group of 4 (per person)~~	~~$25/hr~~

Daily Drop-In	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	$3	$6
Adult	$9	$15
Senior 65+ & Military	$8	$10

Insurance Drop In Class Fee $7.00

Facility Passes:

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	$50	$25	$75
3 Month	$135	$67	$202
6 Month	$245	$121	$366
12 Month	$440	$219	$659

Senior 65+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	$45	$25	$70
3 Month	$121	$67	$188
6 Month	$218	$121	$339
12 Month	$393	$219	$612

PC MARC Tennis Passes

Term	Single
1 Month	$220
3 Month	$520
6 Month	$850
12 Month	$1,330

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	$65	$125	
Half Gym	$35	$75	
Daily Full Gym Non-Athletic	$325	$625	$1,400

Fitness Studios $65.00 ~~(for profit)~~ Hourly Resident ~~$35.00 (non-profit)~~ $125.00 ~~(for profit)~~ Hourly Non-Resident ~~$75.00 (non-profit)~~

Other Fees

Visitor 10 Punch Card	$120.00
~~Child Care Per Hr.~~	~~$4.00~~
Non-Contact Personal Training	$60.00 per day

Personal Training Daily Fee	$25.00 per session
Personal Training Monthly Fee	~~$400.00~~ $440.00 per month
Personal Training Annual Fee	~~$4,000~~ $4,400.00 per year
Birthday Party	$150.00
Party Room per hour	$50.00
Pool Per Hour	~~$100.00~~ $150.00 plus guards
Lap Pool Per Lane	$25.00 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)~~ proof of residency must be presented to the golf starter. Season passes are available only to those who possess a ~~locals card~~ pass from the previous year. Playing conditions on the course mayvary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees 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	~~$1,200.00~~ $1,260.00
Junior Pass	$425.00
Jr./Sr. Punch Pass	~~$360.00~~ $380.00
Non-Resident Sr. Punch Pass	~~$400.00~~ $420.00
Corporate Pass	~~$3,000.00~~ $3,250.00
Resident 18 Hole	~~$40.00~~ $42.00
Resident 18 Hole with Cart	~~$56.00~~ $60.00
Utah Resident 18 Hole	~~$50.00~~ $57.00
Utah Resident 18 Hole with Cart	~~$66.00~~ $75.00
Non-Resident 18 Hole	~~$60.00~~ $67.00
Non-Resident 18 Hole with Cart	~~$76.00~~ $85.00
Resident 9 Hole	~~$20.00~~ $21.00
Resident 9 Hole with Cart	~~$28.00~~ $30.00
Utah Resident 9 Hole	~~$25.00~~ $28.00
Utah Resident 9 Hole with Cart	~~$33.00~~ $37.50
Non-Resident 9 Hole	~~$30.00~~ $33.50
Non-Resident 9 Hole with Cart	~~$38.00~~ $42.00
Resident Off-Season 18 Hole	$32.00
Non-Resident Off-Season 18 Hole	~~$34.00~~ $37.00
Small Range Bucket	$5.00
Large Range Bucket	$10.00
Rental Clubs for 18 Holes (includes 6 golf balls)	$55.00
Rental Clubs for 9 Holes (includes 3 golf balls)	$27.50
Lodging/Advance booking 18 Hole with cart	~~$90.00~~ $100.00

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.

	Resident Fees	Eligible Non-Resident Fees
Single adult grave	$300.00	$600.00
Opening and closing adult grave	$600.00	$600.00
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
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
Cremation Garden:		
Companion Premium Post	$530.00	
Companion Peak Marker	$980.00	
Companion Boulder	$1,360.00	
Family Bench	$1,045.00	
Individual Premium Post	$300.00	
Individual Peak Marker	$530.00	
Family Pedestal Foundation	$300.00	

Opening and Closing $250.00

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 and fees will be waived 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:

Rotary and South-End of City Park Pavilions	Half Day	Full Day
Residents within Park City School District	$75.00	$100.00
Non-residents/commercial	$150.00	$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 1st Floor	Free	$18/Hour	$23/Hour	$30/Hour
Miners Hospital 2nd Floor	Free	$18/Hour	$23/Hour	$30/Hour
Miners Hospital 3rd 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 1st Floor	Entry Hall	43	Unavailable	Unavailable	$300/Hour (Unavailable during library hours)	$20/hour, $40 minimum
Library 1st Floor	Entry Hall Patio	90	Unavailable	Unavailable	$400/Hour (Unavailable during library hours)	$20/hour, $40 minimum
Library 1st Floor	Public Meeting Room 101	34	Free	$25/Hour	$50/Hour	$20/hour, $40 minimum
Library 2nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	$20/hour, $40 minimum
Library 2nd Floor	Meeting Room 201	34	Free	$25/Hour	$50/Hour	$20/hour, $40 minimum
Library 2nd Floor	North Conference Room	12	Free	$20/Hour	$40/Hour	$20/hour, $40 minimum
Library 2nd Floor	South Conference Room	12	Free	$20/Hour	$40 (unavailable outside Library hours)	$20/hour, $40 minimum
Library 3rd Floor	Public Meeting Room 301	34	Free	$25/Hour	$50/Hour	$20/hour, $40 minimum
Library 3rd Floor	Jim Santy Auditorium	516	Free	$95/Hour	$200/Hour	$20/hour, $40 minimum
Library 3rd Floor	Community Room	85	Free	$75/Hour	$150/Hour	$20/hour, $40 minimum
Library 3rd 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

Ice Arena Admission Fees	Local Area Rates	Outside Area Rates
*discount for pre-registration		
Public Skate – 5 years & under	Free	Free
Public Skate – youth & adult	~~$6.00~~ $6.50	$12.00
Cheap Skate (includes skate rental)	~~$6.00~~ $6.50	$12.00
Group Rates (20+) includes skate rental	~~$6.00~~ $6.50	$12.00
School Rate – includes skate rental	~~$6.00~~ $6.50	$12.00
Skate Rental	$4.00	$4.00
Stick & Puck	~~$9.00~~ $9.50	~~$9.00~~ $9.50
Drop-in Hockey	~~$11.00~~ $12.00	~~$11.00~~ $12.00
Coached Drop-in Hockey	~~$13.00~~ $14.00	~~$13.00~~ $14.00

Freestyle*	~~$9.00~~ $10.50	~~$9.00~~ $10.50
Drop-in Curling	~~$200.00~~ $260.00/lane	~~$200.00~~ $260.00/lane
Drop-in Skating Class	$15.00	$15.00
Off-Ice Programming:		
Strength & Conditioning, Ballet*	~~$11.50~~ $12.00	~~$11.50~~ $12.00
Visiting Coach Fee	$16.00	$16.00

Curling Instructor Fee $50/per hour/per instructor

10 Session Punch Cards
Punch cards may be available for some activities or products.

Annual Passes
Bronze (Public Skate): (Includes Skate Rental) $300.00

Hourly Ice

Tax Exempt User Groups*/Employees	~~$205.00~~ $210.00
Local Rate (Summit or Wasatch County Resident)	~~$230.00~~ $235.00
Non-Resident, Not-for-Profit	~~$255.00~~ $275.00
Camp	~~$305.00~~ $310.00
For-profit	~~$395.00~~ $450.00

**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 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

Birthday Party Package	~~$175.00~~ $185.00
Instructor	$50/per 30 minutes

Equipment (per hour)
Curling $50/hour/lane

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
Overnight Rental Staffing:	$100/hour per employee

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~~ $9.50
Figure Skate Sharpening	~~$10.00~~ $11.00
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)	First Floor	Second Floor
Regular Locker	~~$180~~ $185.00	~~$130~~ $135.00
Large Locker	~~$210~~ $215.00	~~$160~~ $165.00

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

9.2. Recreation Program and Pass Fees: The Park City Ice Arena offers a variety of organized programs and passes. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis bydividing 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 inthe 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.

	Resident Fees		**Visitor Fees**	
Field/Venue	**Hourly**	**Full Day**	**Hourly**	**Full Day**
City Park Grass Field	$60	$300	$120	$600
City Park Softball Field	$60	$300	$120	$600
City Park Volleyball Court	$30	$150	$50	$250
North 40 Grass Field North	$60	$300	$120	$600
North 40 Grass Field South	$60	$300	$120	$600
North 40 Full Complex		$420		$840
PCHS Dozier Field	$100	$500	$200	$1,000
PCHS Baseball Field	$60	$300	$120	$600
PCHS Softball Field	$60	$300	$120	$600
PCHS Little League Field	$60	$300	$120	$600
PCHS Ball Fields Complex		$630		$1,260
TMMS Pony Field	$60	$300	$120	$600
TMMS Little League South	$60	$300	$120	$600

TMMS Little League Admin	$60	$300		$120	$600
TMMS Grass Field	$60	$300		$120	$600
TMMS Full Complex		$630			$1,260
PCSC Stadium Grass Field	$60	$300		$120	$600
PCSC Stadium Softball Field	$60	$300		$120	$600
PCSC Field D Multi-Purpose	$60	$300		$120	$600
PCSC Turf Field Multi-Purpose	$100	$500		$200	$1,000
PCSC Full Complex		$980			$1,960
	Per Day	**3-Month Season**		**Per Day**	**3-Month Season**
Commercial Use of Outdoor Rec Facility (non-exclusive)	$60	$300		$80	$500

Youth Stakeholder Fee	$275.00/team per season
Adult Stakeholder Fee	$325/team per season
Additional Restroom Cleaning	$40.00
Field Prep (Softball/Baseball)	$100.00 Field Set
Up (Lacrosse, Soccer, Football)	$383.00
Field Lights - PCSC & City Park	$20.00/hr.
Baseball Fence	$45.00 /field
Outfield Vinyl Fencing one week of use	$337.00 /field

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	Fee for in lieu of providing public parking	$40,000.00 per stall
10.2	Returned Check Charge:	$25.00
10.3	News Rack Application and Permit	$50.00 per application $75.00 per three-year permit

10.4 Bleachers

Bleacher Rental (per bleacher, per day)	$80.00
Bleacher Delivery and Pick Up (per event, all bleachers)	$108.00

10.5 Banner Installation

Street Banner Installation-entire Main	$859.00
Street Banner Installation-every other Main	$687.00
Street Banner Installation-every 3rd	$515.00
Street banner Installation- Roundabout	$346.65
Street Banner Installation- Kearns	$2,013.00

(Includes state permit, barricades and signage, required during install)

Street Banner Removal- Kearns	$1515.00

10.6 Parks Clean Up, Labor and Equipment

Pressure Washing (per hour, incl. operator)	$75.05
Pavilion Cleaning	$150.00
Trash Removal	$33.90
(public property only - not provided for private property)	
Extra Trash Cans	$10.00
Trash Bags	$2.10

10.7 Public Safety

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 Parking Reservation Fees (Parking Department)

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 Barricades (cost per barricade)

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 Dumpsters

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

10.11 Streets Equipment and Materials Equipment (2 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

10.12 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

10.13 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)	$35.00

10.14 Special Event Application Fee (Processing and Analysis)

Level Five Event	~~$640.00~~ $5,188
Level Four Event	~~$320.00~~ $1,918
Level Three Event	~~$160.00~~ $ 905
Level Two Event	~~$ 80.00~~ $ 488
Level One Event	~~$ 40.00~~ $ 410
Community Identifying Event	10% of fees listed above
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.

10.15 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

10.16 Trail Use Fees

Event Participation 'Caps'

Event participation numbers may be 'capped' at the following unless approval from City Council is provided.

Running/Snowshoeing	500
Biking	350
Triathlon	350
Cross Country Skiing	350
OTHER	TBD

Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON-PROFIT	OUT OF AREA NON-PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT	DEPOSIT
Mountain Biking	30-350	1% x ~~$150~~ $200 xnumber of participants	2% x ~~$150~~ $200 xnumber of participants	1.5% x ~~$150~~ $200 x number ofparticipants	3% x ~~$150~~ $200 x number of participants	TBD
Cross Country Skiing*	30-350	.5% x ~~$150~~ $200 x number of participants	1% x ~~$150~~ $200 x number of participants	1% x ~~$150~~ $200 x number of participants	1.5% x ~~$150~~ $200 x number of participants	TBD
Triathlon*	30-350	1.5% x ~~$150~~ $200 x number of participants	2.5% x ~~$150~~ $200 x number of participants	2% x ~~$150~~ $200 x number of participants	3.5% x ~~$150~~ $200 x number of participants	TBD
Running/Walking/Snow shoe*	30-500	.5% x ~~$150~~ $200 x number of participants	1% x ~~$150~~ $200 x number of participants	1% x ~~$150~~ $200 x number of participants	1.5% x ~~$150~~ $200 x number of participants	TBD
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add ~~$2.00~~ $3.00/participant in addition to fees provided below.

Cost per trail maintenance/mile $200.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of ~~$30.00~~ $35.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.

10.17 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 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Executive
Item Type: Resolution
Agenda Section: NEW BUSINESS

Subject:
Consideration to Adopt Resolution 10-2023, a Resolution Adopting the Park City Comprehensive Emergency Management Plan
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
CEMP Staff Report
Exhibit A: CEMP 2023
Exhibit B: Proposed Resolution

City Council Staff Report

Subject: Comprehensive Emergency Management Plan Adoption
Author: Mike McComb, Emergency Program Manager
Department: Executive
Date: June 22, 2023

Recommendation

Review the amended 2023 Comprehensive Emergency Management Plan (CEMP), hold a public hearing, and consider adopting the CEMP to continue compliance with existing Federal and State requirements and standards.

Executive Summary

- The City's CEMP requires formal annual adoption by Council to remain compliant with National Incident Management System (NIMS) requirements and to be eligible for Emergency Management Program Grant (EMPG) funding and/or Public Assistance reimbursements through the Federal Emergency Management Agency (FEMA).
- Legislative amendments to Utah's Emergency Management Act require each political subdivision to adopt an emergency operations plan.
- The original CEMP was adopted in August 2007 and re-adopted annually. Following previous years' practices, Resolution 12-2022 requires the City Council to ratify all amendments to the CEMP 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 updates to the City's Continuity of Operations Plan/Continuity of Government (COOP/COG) Plan.

The Problem and Opportunity

Without formal adoption of a CEMP and a separate Pre-Disaster Mitigation Plan, the City is ineligible for certain Federal grants and Federal disaster Public Assistance 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 Federal preparedness grants to all 56 U.S. States and territories, administered by FEMA.
- Park City Municipal Corporation, 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 funding in 2011 due to flooding in Summit and surrounding counties. We are currently tracking expenses associated with runoff flooding preparations and response in the event of unanticipated widespread runoff damages.

- Various provisions of the CEMP and COOP/COG Plan were enacted during the City's declaration of emergency in response to the COVID-19 pandemic. Because it is protected under Utah Code, the full COOP/COG plan is available to Council to review on request.

Analysis

This year, in addition to some minor updates to the CEMP, the Continuity of Operations Plan/Continuity of Government (COOP/COG) Plan received some minor updates, and language was added to the CEMP reflecting that Emergency Support Function #19 (Public-Private Partnerships) would be on an *ad hoc* basis, depending on the nature of the emergency.

Nature of the Change	**Page(s) Affected**
Amends list of Emergency Operations Center capabilities to add Mobile Command Trailer, Emergency Mass Notification System, Unmanned Aerial System, and licensed pilot	Pages 22-23
Clarifies Emergency Support Function #19 (Public-Private Partnerships) to indicate this function operates on an *ad hoc* basis, depending on circumstances.	Page 25
Updates local declaration of emergency form	Appendix O
Makes minor updates to the 2020 COOP/COG Plan (PROTECTED)	Appendix R

In addition to the basic plan, 23 appendices lay out the details of Mitigation, Preparedness, Response, and Recovery for Park City Municipal. The basic CEMP **(Exhibit 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 upon request. Some appendices are protected documents under Utah Code §§ 63-2-304 and 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), as well as supplementation by Federal grants.

Exhibits

Exhibit A 2023 CEMP as amended
Exhibit B A RESOLUTION ADOPTING THE PARK CITY COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

PARK CITY MUNICIPAL CORPORATION

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

June 2023

Re-adopted 6/22/2023

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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
Appendix W. Pre-Disaster Mitigation Plan

* Some parts or all of these appendices are Private or Protected pursuant to Utah Code - 63-2-304 and Utah Code 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

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Approved as to form:

Mark Harrington, City Attorney

Park City Municipal Corporation
Comprehensive Emergency Management Plan

Record of Changes

Pursuant to Resolution 10-2023, 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

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 clearly define 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, adequate resources may not be available to carry out all phases of the plan depending on circumstances, such as the size and type of a specific

emergency or disaster. The following are the four phases of emergency management contemplated by a CEMP:

Phases of Emergency Management

1. Mitigation: Mitigation activities 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 by far 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 to lessen the undesirable effects of unavoidable hazards.

2. Preparedness: Preparedness activities develop the response capabilities needed in case an emergency arises. Preparedness consists of almost any pre-disaster action which increases the safety or effectiveness of disaster response. Preparedness consists of those activities that have the potential to save lives, reduce 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 operations, integrated with normal day-to-day functions. The recovery period is an opportune time to institute mitigation measures, particularly those related to the recent incident. Examples of recovery actions include 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 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 political 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 Utah Code 53-2a-205 and 208. The Mayor heads the Multi-Agency Coordination Group/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 Utah Code 53-2a-208.

Order Evacuations

Under Utah Code 53-2a-205, if necessary for the preservation of life, the Mayor may issue an order for the evacuation of all or part of the population from any stricken or threatened area within the City, recommending routes, modes of transportation, and destinations in relation to an evacuation (see City Evacuation Standard Operating Procedures, Appendix U).

Appointment of Special Police

Under City Code 2-4-12C, the Mayor may upon any emergency, riot, pestilence, invasion, or at any time as deemed 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 Utah Code 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 Utah Code 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 - PROTECTED).

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 Utah Code 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 urgent evacuation orders under Utah Code 53-2a-205. 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, Utah Code 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 – PROTECTED. 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. The EM's 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 EM 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

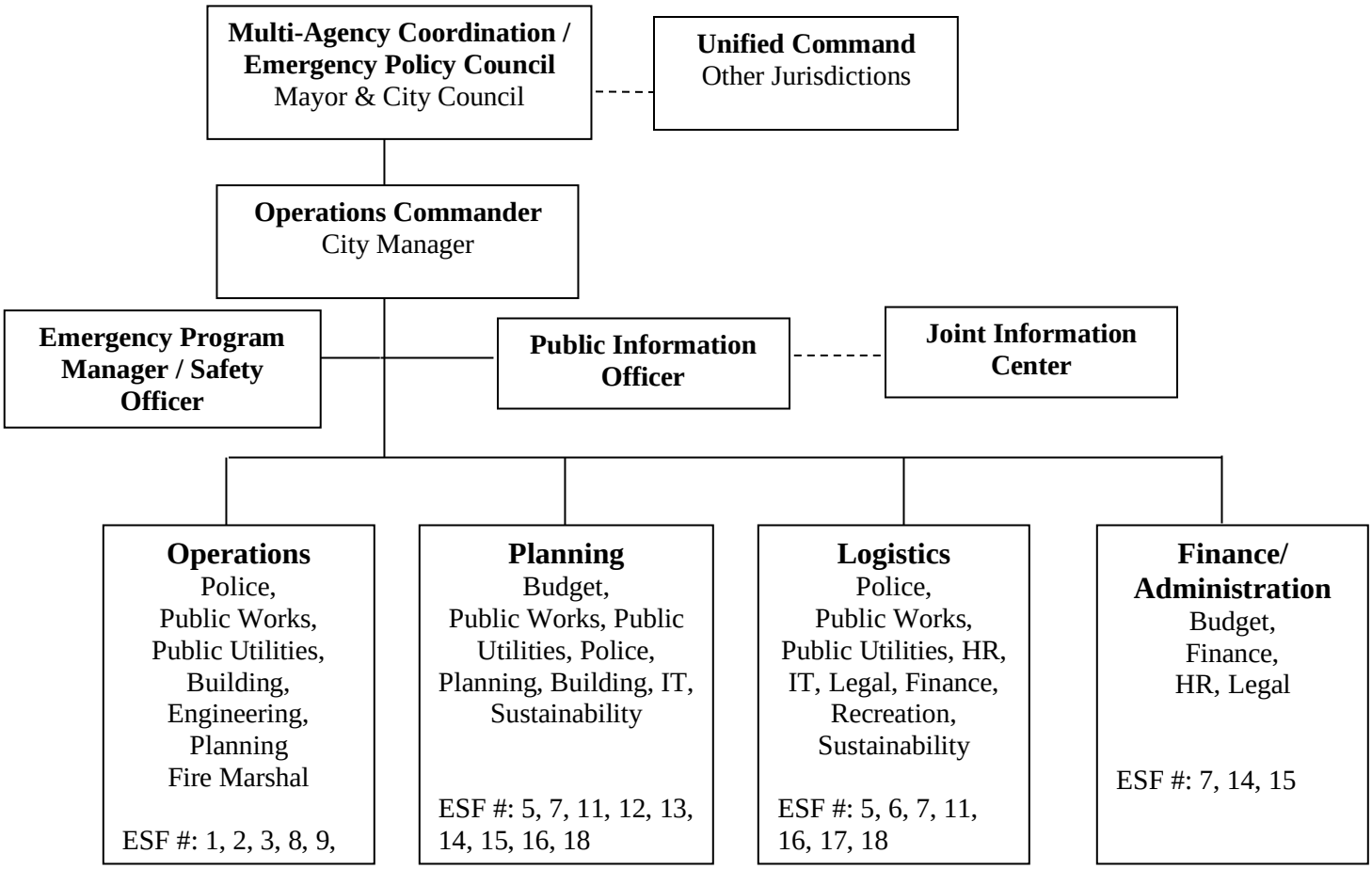
Under the direction of each City department manager or designee, each department will educate its employees on the CEMP and how it impacts their department, including individual and department roles and responsibilities, specific facility action plans, and conduct regular training to meet the requirements 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, the EM will be replaced by a trained Acting Emergency Manager.

   The line of succession of the City Manager, such as in the case of an 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 Utah Code 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

	Response Conditions		
Incident Levels	**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 requires the resources of the entire City, including government, private, and outside assistance.	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. *NOTE: May be appropriate if Level I incident occurs at a National level, or in a neighboring State or jurisdiction.*	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. *NOTE: May be appropriate if Level I incident occurs in nearby or neighboring jurisdiction, with potential for local impact.*	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 more than one City department.	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. *NOTE: May be appropriate if Level II incident occurs in nearby or neighboring jurisdiction, with potential for local impact.*	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 *NOTE: May be appropriate if Level II incident expands.*
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. Typically manageable by a single City department.	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. *NOTE: Upgrading response condition may be appropriate if incident expands, consider upgrading to Level II incident.*	**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, communications, and coordination. 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
- Mobile Command Trailer
- Emergency Mass Notification System
- Unmanned Aerial System (UAS or 'drone') and licensed piliot

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., 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's 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 that responsibility is delegated to another senior staff member. 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	**Transit/Fleet/Public Works**
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	**Emergency Operations Center / Public Information Officer / Joint Information Center**
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/ Golf-Recreation-Ice-Library (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/Finance/Emergency Operations Center**
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 SERVICES	**Summit 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	**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 LEGAL	**City Attorney's Office**
Review local legal authorities and State statutes relating to emergency activities and advise City decision makers.	
ESF 15 FINANCE MANAGEMENT	**Finance/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/ UT Community Animal Response Program**
Provide for emergency evacuation, medical care, shelter, food and water for domestic animals.	
ESF 19 PUBLIC-PRIVATE PARTNERSHIPS	**Emergency Operations Center (*Ad Hoc*, incident-based)**

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 ensures 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/Policy Group/Multiagency Coordination Group 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 with 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 financial support 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 an 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 Building, Planning, and Engineering, Police Departments will assist in this function, in addition to facility managers, Streets/Stormwater, Public Works, and Park City Fire District.

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 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 scope (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.
e. Ascertain needed resources and request from or provide assistance to other jurisdictions as appropriate.

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, impact on community lifelines
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. 10-2023

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 a CEMP and train in 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 it;

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 22, 2023 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 22nd day of June, 2023

PARK CITY MUNICIPAL CORPORATION

_____
Nann Worel, Mayor

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
City Attorney

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Public Utilities
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Ordinance 2023-33, an Ordinance Amending Section 13-1-1, Metered Service (A) Public Hearing (B) Action

Suggested Action:

Attachments:
Water Base Rate Changes Staff Report
Exhibit A: Ordinance 2023-33

City Council Staff Report

Subject: Water Base Rate Code Change
Author: Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: June 22, 2023
Type of Item: Legislative

Recommendation
Review the proposed modifications to Park City Municipal Code 13-1-1, hold a public hearing, and consider adopting Ordinance No 2023-33, which would allow Multi-Family, Commercial, and Irrigation customers to self-select their water base rate.

Executive Summary
In response to City Council direction, Public Utilities and Budget prepared revisions to the City's water fee schedule to enhance the conservation messaging and equity across ratepayer classes embedded in the water rate structure system. The final proposal represents a year and a half of public meetings, staff reports, and extensive public outreach to local trade associations, stakeholders, and media.

A part of the proposal is the ability for Multi-Family, Commercial, and Irrigation customers to adjust their base rate, typically set by meter size, to a base rate that better fits their consumption patterns. Changes to the Municipal Code are needed to allow customers to select their own base rate.

Analysis
- The proposed fee schedule presented to City Council includes the water fee changes that increase the conservation messaging and equity across ratepayer classes embedded in the water rate system.
- As discussed with Council on February 16th, one of the pieces of the proposal is the ability to self-select the best base rate.
- Existing Municipal Code only allows base rate self-selection in limited instances.
- Consistent with Council direction, the proposed ordinance expands the ability to self-select a base rate for any reason to Multi-Family, Commercial, and Irrigation customers and preserves Single Family Residential ability to reduce their base rate if their meter is oversized due to fire suppression requirements.
    - Self-selection is not proposed for Single Family Residential customers due to the lack of unique consumption tiers for Single Family Residential.
    - If allowed to self-select, all Single Family Residential would be financially best off paying the lowest base rate. This would create a $750,000 shortfall in the water fund.
- Base rate self-selection will require base rate rebalancing in the future to maintain revenue targets and a 50/50 split between base rate revenue and variable consumption revenue.
- The need to rebalance base rates is described in the staff report for May 11, 2023 public hearing held for the proposed water rate structure.

Exhibits

Exhibit A – Ordinance No-2023-33

Ordinance No. 2023-33

AN ORDINANCE AMENDING SECTION 13-1-1, METERED SERVICE

WHEREAS, City Council desires to enhance the water conservation messaging and signals embedded in water rates.

WHEREAS, during the May 11, 2022, Old Business Regular Session Council directed staff to present for consideration on June 22, 2023 water rate amendments that include the ability to change base rate charges without changing the physical meter.

WHEREAS, the amendment allows multi-family residential, commercial, and irrigation account holders to select a base rate different than the size of their meter thereby allowing a customer to better match their water consumption with the cost of water.

WHEREAS, the amendment preserves the ability of single family residential accounts to downsize their base rate when fire suppression systems required a larger meter and base rate than would otherwise be required.

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

Section 13-1-1 the Municipal Code of Park City is amended and adopted to read as outlined in Exhibit A. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 22nd day of June, 2023.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Nann Worel

Attest:

_____
Michelle Kellogg, City Recorder
Approved as to form:

_____
City Attorney's Office

Exhibit A

13-1-1 Metered Service

A base rate will be charged to all water connections ~~according to~~ set by the size of the meter in use. For accounts other than single family residential and construction, the base rate may be changed to a different meter size base rate, and associated water consumption rates, upon request, subject to a limit of one request per 12 months. For single family residential accounts, a base rate may be adjusted downward if an oversized meter is required for fire sprinklers. In these cases, the base rate will be set at the meter size that would have been necessary to meet culinary and irrigation demands. The base rate for all meter sizes shall be established by resolution.

All water used from the City water system ~~for household, domestic, irrigation, commercial, industrial, or any other use~~ shall be metered, and water paid according to the quantity used.

All water delivered through each meter will be charged at a rate as established by resolution. Unoccupied structures will be billed the base rate charge ~~set by resolution for the meter used in the structure~~ unless a service disconnect request has been received by the Water Department. A service disconnect request will be charged a reconnect fee, established by resolution, to reestablish water service. ~~When an oversized meter is required for fire sprinklers, the base charge will be adjusted downward to reflect the meter size that would have been used for the culinary and irrigation demand.~~

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Sustainability
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve an Updated Transportation Plan for Special Events at Deer Valley, including Deer Valley Music Festival (DVMF), Deer Valley Concert Series (DVCS), and the FIS World Cup (WC) (A) Public Hearing (B) Action

Suggested Action:

Attachments:
Deer Valley Special Event Transportation Plan Staff Report
Exhibit A: Deer Valley Special Event Transportation Plans & Site Map

City Council Staff Report

Subject:	**Deer Valley Special Event Transportation Plans**
Author:	**Jenny Diersen**
Department:	**Special Events**
Date:	**June 22, 2023**
Type of Item:	**Administrative**

Recommendation
Hold a public hearing and consider approving an updated Special Event Transportation Plan and amending each Special Event Permit including Deer Valley Music Festival (DVMF), Deer Valley Concert Series (DVCS), and the FIS World Cup (WC). The new plan was created in partnership with Deer Valley to continue to mitigate the impacts of Special Events.

Executive Summary
Park City Municipal and Deer Valley collaborated for many years to make the best transportation plans for permitted Special Events at the resort base area. Anticipating the 2019 FIS World Championships, plans were developed to ensure public safety access, prioritize transit, improve traffic flow, and reduce residential impacts (January 8, 2019 - report p. 100 / minutes p. 5). Special Event transportation plans are evaluated independently of typical year-round base operations (outside of the Master Planned Development Agreement) and not counted towards Deer Valley's overflow ski day annual allotment (summary report February 3, 2022 (report p. 104/ minutes p. 5).

After the 2023 WC, Deer Valley and City Departments held a debrief to update and modernize existing transportation plans (**Exhibit A**). Both organizations support the new plan. We intend to use it to help mitigate Level Four and Level Five events occurring at Deer Valley (over 3,500 people, including DVMF, DVCS, and WC). The new plan also aligns with Peak Day operations to help reduce confusion to the public and create efficiency and continuity in operations.

Analysis
According to section 4A-2-3(I)(2) *City Council shall review applications for compliance with the standards outlined in section 4A-2-4, where material elements of Level Four and Five permit renewals have changed from the previous application*. The Special Events Department determined that the updated plan is a Material Change as defined by section 4A-1-1.7 of the municipal code, specifically because the updates include changes to public safety, transportation, and transit impacts.

The primary changes to the Deer Valley Special Event Transportation Plan include (**Exhibit A**):

- Overflow Parking:
  Updated to move overflow parking to the inside of Deer Valley loop, which is consistent with Peak Day plans (see map in **Exhibit A** for details)
- Doe Pass:
  Doe Pass will be barricaded and closed after the lots are parked out. Deer Valley will staff the area (or provide Kane Security at their cost) to prevent exiting from

this location due to safety and traffic congestion during egress. This is important for traffic flow patterns to work effectively.

- Traffic Flow:
  All traffic will exit parking lots 1 to 6, turning right (towards the resort) unless otherwise coordinated by the Police Department or Transportation Operations Manager. Transit will be prioritized in the opposite direction (counterclockwise) to provide transit priority through the Y intersection.
- Traffic at the Y Intersection:
  Transit and Police will coordinate to ensure both departments communicate when buses leave Snow Park and head to the Y intersection. This will help Police prioritize transit at the Y intersection.
- Taxi Staging:
  A taxi staging area will be set up during WC, but not for DVMF or DVCS.
- Communication:
  Park City Municipal and Deer Valley will continue creating an impact map (English and Spanish), communicating with local and regional media, and social media, and sending out text alert messages (Text PCEVENTS to 888777). We heard in the debrief that we need more proactive outreach to avoid last-minute travel delays.

For each Special Event Permit (DVMF, DVCS, and WC), we recommend amendments to the Conditions of Approval as follows:

In accordance with the Transportation Demand Management Plan, the Applicant is required to distinguish a Special Event Transportation Plan (attached as **Exhibit A***). The Special Event Transportation Plan shall be reviewed and approved annually by the Chief of Police, City Engineer, and Transportation Operations Manager in coordination with the Special Event Manager or their designee. This includes the Applicant obtains permission from private and public parking to accommodate the anticipated attendance numbers. Parking for the event shall be identified, managed, and secured for ADA, VIP, employees, and patrons. Accommodation for transit and taxi services shall be managed by the Applicant in coordination with the City. If increased Transit beyond normal City operations is needed, the Applicant shall pay for additional transit services. Alternative transportation modes such as offsite parking areas with transit services, carpooling, or biking/e-bikes are required as part of the Transportation Plan for spectators or ticket holders and any event anticipating over 3,500 people and are strongly encouraged for Special Events below 3,500 people. Sidewalks, fire hydrants, and transit stops must remain clear of any overflow parking vehicles for public safety, transit operations, and pedestrian access. Impacts stemming from the event shall be mitigated and shall not restrict access to area businesses, public facilities, or residential areas.*

Funding

The updated traffic plan costs are negligible compared to years past. Estimated fees are below. Deer Valley pays for all fees as outlined below.

Deer Valley Special Event Fee Estimate				
Name of Event	**Estimated City Fees 2022 / 2023**	**Actual City Fees 2022 / 2023**	**Estimated City Fees with Updated Plan 2023 /2024**	**Notes**
Deer Valley Music Festival	$43,875	$19,595	$45,118	Fees Paid
Deer Valley Concert Series	No Event	No Event	$23,518	No event due to covid and construction impacts in 2022, DV will pay fees moving forward.
FIS World Cup	$21,980	$18,530	$25,368	Fees paid
Total	**$65,855**	**$38,125**	**$94,004**	

Exhibits

A Deer Valley Special Event Transportation Operations Plan

Deer Valley Special Event Transportation Plans - DRAFT June 2023

Park City appreciates Deer Valley's partnership in continuing to help reduce traffic and congestion during major events and peak ski days. The purpose of using this traffic and security mitigation procedure at the Special Events in Deer Valley is to reduce traffic egress times and ensure safety. Both organizations have agreed to meet after these operations to debrief and understand how to make the plan better in the future.

Main Point of Contact Day Of:
Deer Valley: Please star the main contact.
Cindy Skelton [redacted]
*Lindsay Arnold [redacted]

Park City Municipal: Please star the main contact.
*Lieutenant Vai: Special Event Police [redacted]
Jenny Diersen: Event Manager
Chris Phinney: Event Coordinator
Andrew Leatham: Transportation Operations Manager [redacted]

Kane Security: Please star the main contact
*Shawn Kane [redacted]

Special Event Operations Plan

Equipment:
- 50 Bike Barricades – PCMC will deliver to Deer Valley. Deer Valley staff will place barricades in parking lots and in the plaza.
    - 7 bike barricades to be placed at the exits of all lots and Doe Pass.
    - Bike barricades are to be placed in the plaza area to close the area.
    - Bike barricades are to be placed to help guide attendees to use lodge stairs to exit to lots.
    - Bike barricades or cones to be placed to make a bus loading corral to help with bus overloading and rushing to the bus in a mob.
- 16 residential notification signs to be placed no later than the first day of the event. Special Events department to place.
- No parking signage is to be placed on the outside of the Deer Valley Loop. Deer Valley to provide, Deer Valley Staff to place and manage. Signage will be provided by PCMC Staff.
- 7 No left turn signs to be placed in the lots by Deer Valley. Signage provided by PCMC.
- Road Closed signage to be placed at Doe Pass by Special Events no later than the first day of the event.

Parking:
- Event day parking will follow the Peak Day Overflow parking plan.
- All overflow parking (day and evening) will take place on the inner side of Deer Valley Loop. This will include overflow parking from Solamere to the Y. Cars should be parked headed South to follow all car egress traffic flow.
- Overflow parking on event days will not count toward the resort's 10% of allowed overflow days.
- All overflow parking will Egress South (clockwise) towards Snow Park Lodge.
- All Snow Park parking lots will exit right from the lot. All lots will have no left turn in place. This will be managed by Kane and PD.
- Parking will be allowed on Doe Pass, however, once it is parked out it will be closed for egress. This will be managed by Deer Valley. Possible Kane location.
- Candlestick delineators to be placed with no U-turn between Solamere and the Y intersection.

Communications:
- Park City Municipal Staff (Special Events & Streets) will post 16 notice barricades by Wednesday, prior to the event. The neighborhood side of the barricade will notify residents of traffic pattern changes and include a contact number. The street side of the barricade will read residential area, no through traffic.

- Event text messaging will add a message about planning ahead of event start times to help prevent last-minute transit ridership. Deer Valley to post on their platforms as well City platforms.

Police Operations:

- PD will manage the traffic flow at the Y intersection.
- Transit will be made a priority to help elevate egress timing. Buses leaving the event via the counterclockwise direction on Deer Valley Loop will be let out at the Y first.
- Communication between the Transit representative at Snow Park Lodge loading area and PD to let PD know of loaded buses coming toward the Y. Event channel on radios to be used and scanned to help keep buses flowing.

Event day operation schedule:

Beginning at 7:00 p.m. PCPD will begin the egress plan. We expect this plan to run until 10:30 or 11 p.m. The police Department will be responsible for making this call and communicating with the necessary parties. The key contacts for each organization shall decide if the plan is to end earlier and will be in communication with others on their team to communicate. This means the following:

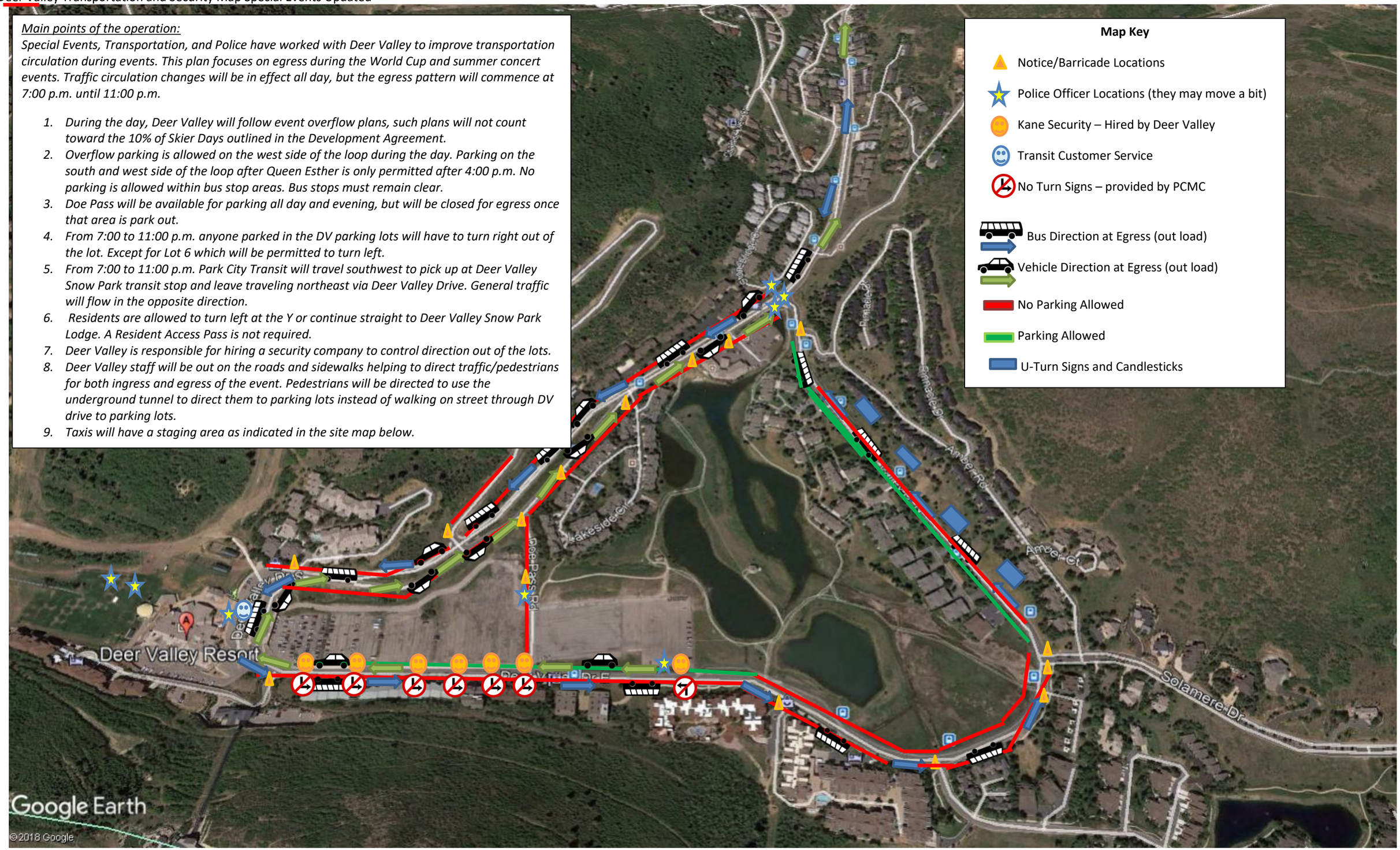
- 3 PCPD officers will be posted at the Y at Deer Valley Loop.
    - Residential Traffic will be allowed to turn left at Y.
    - Deer Valley will provide notice to the fire station that the traffic pattern is changing, and of course, we will allow any Emergency Personnel/Vehicles to enter the roadways as needed.
- 7 Kane Security will be posted, one at each parking lot exit.
- PCPD will have a position at lot 6 to assist the Kane Security staff.
- Deer Valley will place signage and staff. Doe Pass to close the road after it is parked out. No egress will be allowed through Doe Pass.
- 2 PCPD officers to remain in the DV venue.
- 1 Transit Customer Service Agent to be at Transit Stop to assist guests +2/3 Kane or World Cup Vollies to assist pedestrian crossing.
- Taxi/Ride Share drop and go will be at the Snow Park front entrance.
- Deer Valley will place bike barricades in the plaza to help direct attendees to the Snow Park Lodge Tunnel for parking lots. Deer Valley to set up a cueing maze to help load the buses.
- Kane Security will work to try to direct people down through Snow Park Lodge Tunnel as much as possible to assist with pedestrian flow.
- PCMC will deliver 50 bike barricades and no left turn signs on Wednesday prior to event.

Deer Valley Transportation and Security Map Special Events Updated

Main points of the operation:

Special Events, Transportation, and Police have worked with Deer Valley to improve transportation circulation during events. This plan focuses on egress during the World Cup and summer concert events. Traffic circulation changes will be in effect all day, but the egress pattern will commence at 7:00 p.m. until 11:00 p.m.

1. *During the day, Deer Valley will follow event overflow plans, such plans will not count toward the 10% of Skier Days outlined in the Development Agreement.*
2. *Overflow parking is allowed on the west side of the loop during the day. Parking on the south and west side of the loop after Queen Esther is only permitted after 4:00 p.m. No parking is allowed within bus stop areas. Bus stops must remain clear.*
3. *Doe Pass will be available for parking all day and evening, but will be closed for egress once that area is park out.*
4. *From 7:00 to 11:00 p.m. anyone parked in the DV parking lots will have to turn right out of the lot. Except for Lot 6 which will be permitted to turn left.*
5. *From 7:00 to 11:00 p.m. Park City Transit will travel southwest to pick up at Deer Valley Snow Park transit stop and leave traveling northeast via Deer Valley Drive. General traffic will flow in the opposite direction.*
6. *Residents are allowed to turn left at the Y or continue straight to Deer Valley Snow Park Lodge. A Resident Access Pass is not required.*
7. *Deer Valley is responsible for hiring a security company to control direction out of the lots.*
8. *Deer Valley staff will be out on the roads and sidewalks helping to direct traffic/pedestrians for both ingress and egress of the event. Pedestrians will be directed to use the underground tunnel to direct them to parking lots instead of walking on street through DV drive to parking lots.*
9. *Taxis will have a staging area as indicated in the site map below.*



Deer Valley Transportation and Security Map Special Events Updated

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Engineering
Item Type: Staff Report
Agenda Section: NEW BUSINESS

Subject:
Consideration to Authorize the City Manager to Execute a Design Professional Services Agreement with Horrocks Engineers, Inc., in a Form Approved by the City Attorney, Not to Exceed $135,000 to Provide Cost Engineering and Design Review Services of the Snow Creek Tunnel
(A) Public Input (B) Action

Suggested Action:

Attachments:
Snow Creek Tunnel Design and Cost Engineering Staff Report

City Council Staff Report

Subject: Snow Creek Tunnel Cost Engineering
Author: Gabriel Shields, PE; John Robertson, PE
Department: Engineering
Date: June 22, 2023
Type of Item: New Business

Recommendation

Review and consider a request to authorize the City Manager to execute a Design Professional Services Agreement with Horrocks Engineers, Inc.(Consultant), in a form approved by the City Attorney, not to exceed $135,000 to provide cost engineering and design review services for the Snow Creek Tunnel.

Executive Summary

The Transportation Planning and Engineering Department updated the City Council on February 2, 2023, on a recommended path forward for the Snow Creek Tunnel. Council supported the recommendation that included an initial cost engineering exercise to be completed in Summer 2023. The exercise will further refine the level of design, evaluate opportunities for value engineering, and propose an implementation strategy.

The work contained herein recognizes the Bonanza Small Area Plan, acknowledging that while the risk is small, a revised location may be contemplated. Tasks included under this scope of work were selected to advance the project schedule and sustain value if the ultimate tunnel location is adjusted through the Small Area Plan. The final results of the cost engineering exercise will be presented to Council on September 14, 2023. Final design efforts and construction document preparation are separate from this scope.

Analysis

Project Timeline and Risk

Recognizing that Bonanza Small Area Plan (SAP) analysis is underway, work provided under this contract does introduce a financial risk. Should the SAP recommend a considerable deviation from previously identified locations, portions of the work product provided by the Consultant could be rendered useless. Therefore, the Engineering Department developed a scope of deliverables agnostic to the ultimate location. The tasks include evaluating soil characteristics, local construction economics, and utility relocation reviews.

Contract Modification Purpose and Scope

The services provided are tailored to increase the design detail level and seek opportunities to reduce overall project costs. Tasks are largely independent of the ultimate tunnel location or configuration. If the SAP recommends a revised location, the value provided by this work is largely transferable. Tasks include:

- Subsurface Utility Investigation (Gas, Water, Sewer, Fiber)
  - Verification of critical utilities with test holes
- Geotechnical Investigation
  - Review of previous geotechnical reports within proximity of the project area
  - Review of the proposed design plans
  - Identification of significant geotechnical risks
- Survey and Right-of-Way
  - Review and validation of existing right-of-way linework

    - Field survey and supplemental data collection
- Value Engineering
    - Third-party design review
    - Revisions to designs to incorporate value engineering efforts.
- Risk Analysis Workshop
    - Identification of project risks (schedule, constructability, cost)
    - Development of mitigation strategies
- Cost Estimating
    - Multi-stage review of cost estimates
    - Independent Cost Estimation exercise

Homestake At-Grade Crossing Option

On February 1, 2007, UDOT and Park City signed a Cooperative Corridor Preservation Agreement identifying existing and proposed traffic signal locations. The agreement identified Homestake Road and SR-248 as a proposed signal location, including an at-grade pedestrian crossing. The agreement stipulates that traffic signals will only be constructed once they become warranted by the Manual on Uniform Traffic Control Devices (MUTCD). The Homestake Traffic Impact Study prepared for the affordable housing development in October 2022 evaluated traffic at this intersection for design years 2022, 2027, and 2040. No mitigations were required at the intersection of Homestake Road and SR-248. While the signal at Homestake Road and SR-248 is permitted in the Agreement, there is yet to be a time horizon or plan currently to install a signal.

Alternate Tunnel Locations

On May 13, 2021, we provided a Walkability Bond update focused on completing outstanding projects. We recommended moving the tunnel from the intersection of SR-224/SR-248 to the intersection of Snow Creek/SR-248 based upon concentrated subsurface utilities at the intersection of SR-224/SR-248, future intersection considerations of the SR-224 BRT, and existing trail connections in the project area. Council sought additional public input and directed us to reconvene the WALC to evaluate the proposed location and prioritize expenditures of the remaining WALC bonds.

After convening the WALC and presenting an update to Council on October 7, 2021, the WALC committee members affirmed that a tunnel is their priority for remaining funding. The WALC also stated that the Snow Creek location is a key missing piece of the spine network for north-south movements. Additionally, the Park City Cemetery restricts tunnel options east of the Snow Creek intersection unless a tunnel is constructed at the intersection of SR-248/Bonanza.

Small Area Plan Considerations

The SAP will review and identify existing plans and projects, including the Summit County Active Transportation Plan (Snow Creek Project S10, Page 49) and Park City Forward (Snow Creek Project AT02, Page 82). The SAP will assess the compatibility of previously planned projects for compatibility with vision, goals, and objectives. While the SAP will integrate past projects and make modifications in some cases, it will not identify precise locations for specific projects. The SAP will contemplate the transportation system at identified gaps in the active transportation network to cross SR-248; the SAP is expected at a high level to identify trip generations, network deficiencies, and traffic impacts.

Funding

Funding for the engineering is funded through Third Quarter Summit County Sales Tax

Expenses	
Cost Engineering	$135,000
Final Design	$588,500 - $1,100,000
Right-of-Way	$638,000 - $885,500
Construction	$6,600,000 - $11,440,000
Construction Management	$308,000 - $495,000
Contingency (25%)	$2,070,750 - $3,517,250
Total	**$10,205,250 - $17,586,250**

Revenues	
031451 CIP Fund * BOND PROCEEDS	$4,125,000
057450 Transit Fund * BEGINNING BALANCE	$2,300,000
057455 TRANSIT FUND * DOT	$3,500,000
057479 Transit Fund * TRANSIT SALES TAX	$520,000
057483 TRANSIT FUND * THIRD QUARTER COUNTY TAX	$1,000,000
Total	**$11,445,000**

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Budget, Debt & Grants
Item Type: Resolution
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Resolution RDA 02-2023, a Resolution Adopting the Fiscal Year 2023 Revised Budget and the Fiscal Year 2024 Budget for Park City Redevelopment Agency
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
FY24 RDA Budget Resolution
Exhibit A: RDA and MBA Expenditure Summaries

Resolution No. RDA 02-2023

A RESOLUTION ADOPTING THE FISCAL YEAR 2023 REVISED BUDGET AND THE FISCAL YEAR 2024 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 11, June 1, and June 22, 2023 at the City Council's regularly scheduled meetings and a public hearing was held during the Redevelopment Agency's special meeting on June 22, 2023, complying with State law;

NOW, THEREFORE BE IT RESOLVED by the Redevelopment Agency of Park City, Utah that:

SECTION 1. 2023 REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 11, 2023 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2023 Redevelopment Agency Revised Budget for Park City, Utah.

SECTION 2. 2024 BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 11, 2023 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2024 Redevelopment Agency Budget for Park City, Utah.

SECTION 3. EFFECTIVE DATE. Section 1 for the 2023 Revised Budget shall take effect upon publication and Section 2 for the 2024 Budget shall take effect on July 1, 2023.

PASSED AND ADOPTED the 22nd day of June, 2023.

PARK CITY REDEVELOPMENT AGENCY

_____
Chairperson Nann Worel

Attest:

_____
Michelle Kellogg, Secretary

Approved as to form:

_____
City Attorney's Office

All Funds Combined

Revenue	Actual FY 2021	Actual FY 2022	YTD Actual FY 2023	Original FY 2023	Adjusted FY 2023	Original FY 2024	$ Var FY23 Adj v. FY24 Ori
RESOURCES							
Property Taxes	$28,380,276	$27,864,213	$26,105,579	$27,976,782	$26,708,782	$26,851,671	$142,889
Sales Tax	$33,614,011	$49,056,806	$44,119,194	$41,341,803	$41,341,803	$50,514,710	$9,172,907
Franchise Tax	$3,253,431	$3,526,041	$3,714,002	$3,297,706	$3,297,706	$3,591,845	$294,139
Licenses	$1,213,639	$1,251,664	$1,408,307	$1,481,984	$1,481,984	$1,394,816	($87,168)
Planning Building & Engineering Fees	$5,005,364	$5,683,951	$6,258,615	$5,553,671	$5,553,671	$5,307,649	($246,022)
Special Event Fees	$8,081	$216,481	$204,099	$101,319	$101,319	$322,924	$221,605
Federal Revenue	$11,071,350	$5,819,607	$6,797,035	$22,261,621	$22,261,621	$21,791,659	($469,962)
State Revenue	$527,368	$786,591	$487,546	$443,115	$443,115	$130,257	($312,858)
County/SP District Revenue	$1,171,385	$2,034,782	$382,160	$484,943	$484,943	$71,827	($413,116)
Water Charges for Services	$22,597,344	$21,922,162	$20,227,303	$22,392,268	$22,392,268	$24,487,920	$2,095,652
Transit Charges for Services	$2,455,909	$4,066,593	$23,890	$83,243	$83,243	$85,740	$2,497
Cemetery Charges for Services	$19,787	$27,621	$23,970	$70,098	$70,098	$228,269	$158,171
Recreation	$4,241,522	$4,638,424	$4,048,684	$3,730,265	$3,730,265	$4,126,624	$396,359
Ice	$634,725	$850,024	$867,136	$955,233	$955,233	$716,838	($238,395)
Other Service Revenue	$54,964	$57,542	$69,050	$56,768	$56,768	$56,768	$0
Library Fees	$13,483	$16,811	$13,070	$13,691	$13,691		($13,691)
Fines & Forfeitures	$1,075,883	$2,158,774	$2,908,747	$2,603,364	$2,603,364	$2,995,080	$391,716
Misc. Revenues	$3,620,970	$1,106,110	$3,999,312	$2,025,086	$2,085,720	$5,340,240	$3,254,520
Interfund Transactions (Admin)	$6,495,085	$7,284,491	$6,507,787	$7,814,395	$8,478,976	$9,212,848	$733,872
Interfund Transactions (CIP/Debt)	$13,194,041	$15,815,649	$11,340,923	$12,371,923	$15,025,910	$11,968,448	($3,057,462)
Special Revenues & Resources	$8,106,934	$2,014,065	$1,344,084	$1,476,517	$1,476,517	$216,418	($1,260,099)
Bond Proceeds				$40,589,496	$98,989,496	$42,477,367	($56,512,129)
Beginning Balance	$130,306,234	$152,780,088		$68,543,474	$188,244,180	$81,641,615	($106,602,565)
TOTAL	**$277,061,784**	**$308,978,490**	**$140,850,492**	**$265,668,765**	**$445,880,673**	**$293,531,533**	

Expenditure Summary by Fund and Major Object (FY 2023 Budget)

Description	Personnel FY 2023	Mat, Supplies, Services FY 2023	Capital FY 2023	Debt Service FY 2023	Contingency FY 2023	Sub - Total FY 2023	Interfund Transfer FY 2023	Ending Balance FY 2023	Total FY 2023
Park City Municipal Corporation									
011 GENERAL FUND	$31,142,035	$12,671,077	$726,689	$0	$300,000	$44,839,801	$3,439,780	$13,408,275	$61,687,857
012 QUINNS RECREATION COMPLEX	$1,142,784	$406,029	$1,000	$0	$0	$1,549,813	$0	$-6,673,040	$-5,123,227
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	$20,500,712	$0	$0	$20,500,712	$4,177,076	$10,659,751	$35,337,539
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,851,062	$0	$0	$1,851,062	$0	$64,688	$1,915,750
051 WATER FUND	$4,487,041	$5,231,887	$32,185,962	$5,577,420	$0	$47,482,310	$2,057,241	$11,067,345	$60,606,896
052 STORM WATER FUND	$714,043	$310,376	$371,500	$0	$0	$1,395,919	$157,377	$1,485,255	$3,038,551
055 GOLF COURSE FUND	$1,013,633	$652,909	$114,565	$0	$0	$1,781,107	$168,102	$222,320	$2,171,528
057 TRANSPORTATION & PARKING FUND	$9,453,294	$2,548,074	$18,022,449	$0	$0	$30,023,817	$3,592,743	$2,801,158	$36,417,719
058 PARKING FUND	$1,144,087	$752,500	$201,000	$0	$0	$2,097,587	$9,750	$1,278,247	$3,385,584
062 FLEET SERVICES FUND	$1,154,672	$1,845,050	$6,205	$0	$0	$3,005,927	$0	$934,955	$3,940,882
064 SELF INSURANCE FUND	$0	$1,562,452	$0	$0	$0	$1,562,452	$0	$1,831,678	$3,394,130
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$6,972,216	$0	$6,972,216	$0	$26,270,552	$33,242,768
071 DEBT SERVICE FUND	$0	$0	$0	$9,509,688	$0	$9,509,688	$0	$1,714,180	$11,223,868
Total Park City Municipal Corporation	**$50,251,589**	**$25,980,354**	**$73,981,144**	**$22,059,324**	**$300,000**	**$172,572,411**	**$13,602,070**	**$65,065,364**	**$251,239,846**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$0	$682,623	$0	$0	$0	$682,623	$3,092,532	$2,015,164	$5,790,319
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$700,000	$1,372,789	$2,527,789
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$295,000	$0	$0	$295,000	$2,791,715	$709,422	$3,796,137
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$0	$0	$0	$0	$0	$1,863,361	$1,863,361
Total Park City Redevelopment Agency	**$0**	**$1,137,623**	**$295,000**	**$0**	**$0**	**$1,432,623**	**$6,584,247**	**$5,960,736**	**$13,977,606**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$451,314	$451,314
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$451,314**	**$451,314**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$50,251,589**	**$27,117,977**	**$74,276,144**	**$22,059,324**	**$300,000**	**$174,005,035**	**$20,186,317**	**$71,477,414**	**$265,668,766**

Expenditure Summary by Fund and Major Object (FY 2023 Adjusted Budget)

Description	Personnel FY 2023	Mat, Supplies, Services FY 2023	Capital FY 2023	Debt Service FY 2023	Contingency FY 2023	Sub - Total FY 2023	Interfund Transfer FY 2023	Ending Balance FY 2023	Total FY 2023
Park City Municipal Corporation									
011 GENERAL FUND	$31,177,035	$12,894,077	$755,140	$0	$300,000	$45,126,252	$5,837,880	$13,969,780	$64,933,913
012 QUINNS RECREATION COMPLEX	$1,107,784	$406,029	$1,000	$0	$0	$1,514,813	$0	$-6,650,485	$-5,135,672
021 POLICE SPECIAL REVENUE FUND	$0	$0	$35,773	$0	$0	$35,773	$0	$0	$35,773
022 DRUG CONFISCATIONS	$0	$0	$22,419	$0	$0	$22,419	$0	$749	$23,168
031 CAPITAL IMPROVEMENT FUND	$0	$0	$88,508,614	$0	$0	$88,508,614	$4,177,076	$19,387,012	$112,072,702
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$3,917,222	$0	$0	$3,917,222	$0	$88,333	$4,005,555
051 WATER FUND	$4,487,041	$5,231,887	$87,243,081	$9,405,688	$0	$106,367,696	$2,090,991	$12,342,961	$120,801,649
052 STORM WATER FUND	$714,043	$310,376	$1,216,675	$0	$0	$2,241,094	$164,627	$2,046,582	$4,452,303
055 GOLF COURSE FUND	$1,013,633	$652,909	$476,950	$0	$0	$2,143,492	$171,352	$1,069,780	$3,384,624
057 TRANSPORTATION & PARKING FUND	$9,903,294	$2,898,074	$47,046,445	$0	$0	$59,847,813	$3,756,743	$5,197,705	$68,802,261
058 PARKING FUND	$1,144,087	$752,500	$336,760	$0	$0	$2,233,347	$67,981	$1,174,551	$3,475,879
062 FLEET SERVICES FUND	$1,154,672	$1,893,050	$6,205	$0	$0	$3,053,927	$0	$2,200,277	$5,254,204
064 SELF INSURANCE FUND	$0	$2,412,452	$0	$0	$0	$2,412,452	$0	$1,028,719	$3,441,171
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$6,979,291	$0	$6,979,291	$953,987	$25,439,789	$33,373,067
071 DEBT SERVICE FUND	$0	$0	$0	$9,496,688	$0	$9,496,688	$0	$1,645,801	$11,142,489
Total Park City Municipal Corporation	**$50,701,589**	**$27,451,354**	**$229,566,283**	**$25,881,667**	**$300,000**	**$333,900,893**	**$17,220,638**	**$78,941,554**	**$430,063,086**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$0	$682,623	$0	$0	$0	$682,623	$3,092,532	$1,739,038	$5,514,193
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$400,000	$626,395	$1,481,395
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$2,815,075	$0	$0	$2,815,076	$2,791,715	$767,289	$6,374,080
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$424,971	$0	$0	$424,971	$0	$1,569,533	$1,994,504
Total Park City Redevelopment Agency	**$0**	**$1,137,623**	**$3,240,047**	**$0**	**$0**	**$4,377,670**	**$6,284,247**	**$4,702,255**	**$15,364,172**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$453,416	$453,416
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$453,416**	**$453,416**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$50,701,589**	**$28,588,977**	**$232,806,330**	**$25,881,667**	**$300,000**	**$338,278,563**	**$23,504,885**	**$84,097,225**	**$445,880,673**

Expenditure Summary by Fund and Major Object (FY 2024 Original Budget)

Description	Personnel FY 2024	Mat, Supplies, Services FY 2024	Capital FY 2024	Debt Service FY 2024	Contingency FY 2024	Sub - Total FY 2024	Interfund Transfer FY 2024	Ending Balance FY 2024	Total FY 2024
Park City Municipal Corporation									
011 GENERAL FUND	$33,994,582	$14,410,987	$785,322	$0	$300,000	$49,490,891	$4,184,157	$8,466,782	$62,141,830
012 QUINNS RECREATION COMPLEX	$1,244,390	$416,387	$1,000	$0	$0	$1,661,777	$0	$-7,589,406	$-5,927,629
021 POLICE SPECIAL REVENUE FUND	$0	$0	$0	$0	$0	$0	$0	$0	$0
022 DRUG CONFISCATIONS	$0	$0	$0	$0	$0	$0	$0	$749	$749
031 CAPITAL IMPROVEMENT FUND	$0	$0	$48,675,370	$0	$0	$48,675,370	$4,174,476	$14,475,792	$67,325,638
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,964,600	$0	$0	$1,964,600	$0	$9,333	$1,973,933
051 WATER FUND	$4,934,076	$6,134,695	$10,177,805	$9,403,863	$0	$30,650,440	$2,588,649	$15,208,046	$48,447,135
052 STORM WATER FUND	$662,651	$297,652	$1,261,500	$0	$0	$2,221,803	$173,903	$1,650,876	$4,046,582
055 GOLF COURSE FUND	$1,110,825	$687,145	$282,928	$0	$0	$2,080,898	$179,945	$280,208	$2,541,051
057 TRANSPORTATION & PARKING FUND	$11,741,329	$3,655,202	$17,973,836	$0	$0	$33,370,367	$3,872,831	$6,648,108	$43,891,306
058 PARKING FUND	$1,272,238	$752,500	$380,000	$0	$0	$2,404,738	$123,963	$1,640,930	$4,169,631
062 FLEET SERVICES FUND	$1,302,988	$1,845,050	$6,205	$0	$0	$3,154,243	$0	$2,400,034	$5,554,277
064 SELF INSURANCE FUND	$0	$2,173,829	$0	$0	$0	$2,173,829	$0	$1,152,335	$3,326,164
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$6,975,316	$0	$6,975,316	$0	$25,429,789	$32,405,105
071 DEBT SERVICE FUND	$0	$0	$0	$9,478,438	$0	$9,478,438	$0	$1,645,801	$11,124,239
Total Park City Municipal Corporation	**$56,263,078**	**$30,373,448**	**$81,508,566**	**$25,857,617**	**$300,000**	**$194,302,709**	**$15,297,924**	**$71,419,377**	**$281,020,010**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$0	$657,109	$0	$0	$0	$657,109	$3,092,532	$2,241,397	$5,991,038
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$0	$182,714	$637,714
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$445,000	$0	$0	$445,000	$2,790,840	$623,981	$3,859,821
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$150,000	$0	$0	$150,000	$0	$1,419,533	$1,569,533
Total Park City Redevelopment Agency	**$0**	**$1,112,109**	**$595,000**	**$0**	**$0**	**$1,707,109**	**$5,883,372**	**$4,467,625**	**$12,058,106**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$453,416	$453,416
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$453,416**	**$453,416**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$56,263,078**	**$31,485,557**	**$82,103,566**	**$25,857,617**	**$300,000**	**$196,009,818**	**$21,181,296**	**$76,340,418**	**$293,531,532**

Change in Fund Balance

Fund	Actuals FY 2021	Actuals FY 2022	Budget FY 2023	Adjusted FY 2023	$ Change Ori FY23 v Adj FY23	% Change Ori FY23 v Adj FY23	Budget FY 2024	$ Change Adj FY23 v Ori FY24	% Change Adj FY23 v Ori FY24
Park City Municipal Corporation									
011 GENERAL FUND	$19,222,320	$20,682,028	$13,408,275	$13,969,780	$561,505	4.2%	$8,466,782	($5,502,998)	-39.4%
012 QUINNS RECREATION COMPLEX	($5,621,751)	($6,097,439)	($6,673,040)	($6,650,485)	$22,555	-0.3%	($7,589,406)	($938,921)	14.1%
021 POLICE SPECIAL REVENUE FUND	$35,773	$35,773	$0	$0	$0	0.0%	$0	$0	0.0%
022 DRUG CONFISCATIONS	$23,168	$23,168	$0	$749	$749	0.0%	$749	$0	0.0%
031 CAPITAL IMPROVEMENT FUND	$66,506,424	$82,329,107	$10,659,751	$19,387,012	$8,727,261	81.9%	$14,475,792	($4,911,220)	-25.3%
038 EQUIPMENT REPLACEMENT CIP	$2,666,494	$2,419,955	$64,688	$88,333	$23,645	36.6%	$9,333	($79,000)	-89.4%
051 WATER FUND	$11,227,874	$10,921,375	$11,067,345	$12,342,961	$1,275,616	11.5%	$15,208,046	$2,865,085	23.2%
052 STORM WATER FUND	$1,895,343	$2,452,303	$1,485,255	$2,046,582	$561,327	37.8%	$1,650,876	($395,706)	-19.3%
055 GOLF COURSE FUND	$1,532,345	$1,955,476	$222,320	$1,069,780	$847,460	381.2%	$280,208	($789,572)	-73.8%
057 TRANSPORTATION & PARKING FUND	$18,471,244	$33,350,724	$2,801,158	$5,197,705	$2,396,547	85.6%	$6,648,108	$1,450,403	27.9%
058 PARKING FUND	$13,900	$872,515	$1,278,247	$1,174,551	($103,696)	-8.1%	$1,640,930	$466,379	39.7%
062 FLEET SERVICES FUND	$1,376,759	$1,900,204	$934,955	$2,200,277	$1,265,322	135.3%	$2,400,034	$199,757	9.1%
064 SELF INSURANCE FUND	$972,015	$1,297,178	$1,831,678	$1,028,719	($802,959)	-43.8%	$1,152,335	$123,616	12.0%
070 SALES TAX REV BOND - DEBT SVS FUND	$26,283,977	$26,404,276	$26,270,552	$25,439,789	($830,763)	-3.2%	$25,429,789	($10,000)	0.0%
071 DEBT SERVICE FUND	$1,635,448	$1,645,801	$1,714,180	$1,645,801	($68,379)	-4.0%	$1,645,801	$0	0.0%
Total Park City Municipal Corporation	**$146,241,333**	**$180,192,444**	**$65,065,364**	**$78,941,554**	**$13,876,190**	**21.3%**	**$71,419,377**	**($7,522,177)**	**-9.5%**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$1,061,151	$1,262,193	$2,015,164	$1,739,038	($276,126)	-13.7%	$2,241,397	$502,359	28.9%
024 MAIN STREET RDA SPECIAL REVENUE FUND	$1,130,151	$1,460,076	$1,372,789	$626,395	($746,394)	-54.4%	$182,714	($443,681)	-70.8%
033 REDEVELOPMENT AGENCY-LOWER PRK	$3,004,807	$3,281,547	$709,422	$767,289	$57,867	8.2%	$623,981	($143,308)	-18.7%
034 REDEVELOPMENT AGENCY-MAIN ST	$891,332	$1,594,504	$1,863,361	$1,569,533	($293,828)	-15.8%	$1,419,533	($150,000)	-9.6%
Total Park City Redevelopment Agency	**$6,087,441**	**$7,598,320**	**$5,960,736**	**$4,702,255**	**($1,258,481)**	**-21.1%**	**$4,467,625**	**($234,630)**	**-5.0%**
Municipal Building Authority									
035 BUILDING AUTHORITY	$451,314	$453,416	$451,314	$453,416	$2,102	0.5%	$453,416	$0	0.0%
Total Municipal Building Authority	**$451,314**	**$453,416**	**$451,314**	**$453,416**	**$2,102**	**0.5%**	**$453,416**	**$0**	**0.0%**

Council Agenda Item Report

Meeting Date: June 22, 2023
Submitted by: Michelle Kellogg
Submitting Department: Budget, Debt & Grants
Item Type: Resolution
Agenda Section: NEW BUSINESS

Subject:
Consideration to Approve Resolution MBA 01-2023, a Resolution Adopting the Fiscal Year 2023 Revised Budget and the Fiscal Year 2024 Budget for Park City Municipal Building Authority
(A) Public Hearing (B) Action

Suggested Action:

Attachments:
FY24 MBA Budget Resolution
Exhibit A: RDA and MBA Expenditure Summaries

Resolution No. MBA 01-2023

A RESOLUTION ADOPTING THE PARK CITY MUNICIPAL BUILDING AUTHORITY REVISED BUDGET FOR FISCAL YEAR 2023 AND THE BUDGET FOR FISCAL YEAR 2024

WHEREAS, Utah State law requires that city budgets be adopted; and

WHEREAS, a public hearing was held on May 11, June 1, and June 22, 2023, at the City Council's regularly scheduled meetings, and a public hearing was held during the Municipal Building Authority's special meeting on June 22, 2023, complying with State law;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Building Authority of Park City, Utah that:

SECTION 1. 2023 REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 11, 2023 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2023 Municipal Building Authority Revised Budget for Park City, Utah.

SECTION 2. 2024 BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 11, 2023 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2024 Municipal Building Authority Budget for Park City, Utah.

SECTION 3. EFFECTIVE DATE. Section 1 for the 2023 Revised Budget shall take effect upon publication and Section 2 for the 2024 Budget shall take effect on July 1, 2023.

PASSED AND ADOPTED this 22nd day of June, 2023.

PARK CITY MUNICIPAL BUILDING AUTHORITY

_____
Chairperson Nann Worel

Attest:

_____
Michelle Kellogg, Secretary

Approved as to form:

_____
City Attorney's Office

All Funds Combined

Revenue	Actual FY 2021	Actual FY 2022	YTD Actual FY 2023	Original FY 2023	Adjusted FY 2023	Original FY 2024	$ Var FY23 Adj v. FY24 Ori
RESOURCES							
Property Taxes	$28,380,276	$27,864,213	$26,105,579	$27,976,782	$26,708,782	$26,851,671	$142,889
Sales Tax	$33,614,011	$49,056,806	$44,119,194	$41,341,803	$41,341,803	$50,514,710	$9,172,907
Franchise Tax	$3,253,431	$3,526,041	$3,714,002	$3,297,706	$3,297,706	$3,591,845	$294,139
Licenses	$1,213,639	$1,251,664	$1,408,307	$1,481,984	$1,481,984	$1,394,816	($87,168)
Planning Building & Engineering Fees	$5,005,364	$5,683,951	$6,258,615	$5,553,671	$5,553,671	$5,307,649	($246,022)
Special Event Fees	$8,081	$216,481	$204,099	$101,319	$101,319	$322,924	$221,605
Federal Revenue	$11,071,350	$5,819,607	$6,797,035	$22,261,621	$22,261,621	$21,791,659	($469,962)
State Revenue	$527,368	$786,591	$487,546	$443,115	$443,115	$130,257	($312,858)
County/SP District Revenue	$1,171,385	$2,034,782	$382,160	$484,943	$484,943	$71,827	($413,116)
Water Charges for Services	$22,597,344	$21,922,162	$20,227,303	$22,392,268	$22,392,268	$24,487,920	$2,095,652
Transit Charges for Services	$2,455,909	$4,066,593	$23,890	$83,243	$83,243	$85,740	$2,497
Cemetery Charges for Services	$19,787	$27,621	$23,970	$70,098	$70,098	$228,269	$158,171
Recreation	$4,241,522	$4,638,424	$4,048,684	$3,730,265	$3,730,265	$4,126,624	$396,359
Ice	$634,725	$850,024	$867,136	$955,233	$955,233	$716,838	($238,395)
Other Service Revenue	$54,964	$57,542	$69,050	$56,768	$56,768	$56,768	$0
Library Fees	$13,483	$16,811	$13,070	$13,691	$13,691		($13,691)
Fines & Forfeitures	$1,075,883	$2,158,774	$2,908,747	$2,603,364	$2,603,364	$2,995,080	$391,716
Misc. Revenues	$3,620,970	$1,106,110	$3,999,312	$2,025,086	$2,085,720	$5,340,240	$3,254,520
Interfund Transactions (Admin)	$6,495,085	$7,284,491	$6,507,787	$7,814,395	$8,478,976	$9,212,848	$733,872
Interfund Transactions (CIP/Debt)	$13,194,041	$15,815,649	$11,340,923	$12,371,923	$15,025,910	$11,968,448	($3,057,462)
Special Revenues & Resources	$8,106,934	$2,014,065	$1,344,084	$1,476,517	$1,476,517	$216,418	($1,260,099)
Bond Proceeds				$40,589,496	$98,989,496	$42,477,367	($56,512,129)
Beginning Balance	$130,306,234	$152,780,088		$68,543,474	$188,244,180	$81,641,615	($106,602,565)
TOTAL	**$277,061,784**	**$308,978,490**	**$140,850,492**	**$265,668,765**	**$445,880,673**	**$293,531,533**	

Expenditure Summary by Fund and Major Object (FY 2023 Budget)

Description	Personnel FY 2023	Mat, Supplies, Services FY 2023	Capital FY 2023	Debt Service FY 2023	Contingency FY 2023	Sub - Total FY 2023	Interfund Transfer FY 2023	Ending Balance FY 2023	Total FY 2023
Park City Municipal Corporation									
011 GENERAL FUND	$31,142,035	$12,671,077	$726,689	$0	$300,000	$44,839,801	$3,439,780	$13,408,275	$61,687,857
012 QUINNS RECREATION COMPLEX	$1,142,784	$406,029	$1,000	$0	$0	$1,549,813	$0	$-6,673,040	$-5,123,227
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	$20,500,712	$0	$0	$20,500,712	$4,177,076	$10,659,751	$35,337,539
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,851,062	$0	$0	$1,851,062	$0	$64,688	$1,915,750
051 WATER FUND	$4,487,041	$5,231,887	$32,185,962	$5,577,420	$0	$47,482,310	$2,057,241	$11,067,345	$60,606,896
052 STORM WATER FUND	$714,043	$310,376	$371,500	$0	$0	$1,395,919	$157,377	$1,485,255	$3,038,551
055 GOLF COURSE FUND	$1,013,633	$652,909	$114,565	$0	$0	$1,781,107	$168,102	$222,320	$2,171,528
057 TRANSPORTATION & PARKING FUND	$9,453,294	$2,548,074	$18,022,449	$0	$0	$30,023,817	$3,592,743	$2,801,158	$36,417,719
058 PARKING FUND	$1,144,087	$752,500	$201,000	$0	$0	$2,097,587	$9,750	$1,278,247	$3,385,584
062 FLEET SERVICES FUND	$1,154,672	$1,845,050	$6,205	$0	$0	$3,005,927	$0	$934,955	$3,940,882
064 SELF INSURANCE FUND	$0	$1,562,452	$0	$0	$0	$1,562,452	$0	$1,831,678	$3,394,130
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$6,972,216	$0	$6,972,216	$0	$26,270,552	$33,242,768
071 DEBT SERVICE FUND	$0	$0	$0	$9,509,688	$0	$9,509,688	$0	$1,714,180	$11,223,868
Total Park City Municipal Corporation	**$50,251,589**	**$25,980,354**	**$73,981,144**	**$22,059,324**	**$300,000**	**$172,572,411**	**$13,602,070**	**$65,065,364**	**$251,239,846**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$0	$682,623	$0	$0	$0	$682,623	$3,092,532	$2,015,164	$5,790,319
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$700,000	$1,372,789	$2,527,789
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$295,000	$0	$0	$295,000	$2,791,715	$709,422	$3,796,137
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$0	$0	$0	$0	$0	$1,863,361	$1,863,361
Total Park City Redevelopment Agency	**$0**	**$1,137,623**	**$295,000**	**$0**	**$0**	**$1,432,623**	**$6,584,247**	**$5,960,736**	**$13,977,606**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$451,314	$451,314
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$451,314**	**$451,314**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$50,251,589**	**$27,117,977**	**$74,276,144**	**$22,059,324**	**$300,000**	**$174,005,035**	**$20,186,317**	**$71,477,414**	**$265,668,766**

Expenditure Summary by Fund and Major Object (FY 2023 Adjusted Budget)

Description	Personnel FY 2023	Mat, Supplies, Services FY 2023	Capital FY 2023	Debt Service FY 2023	Contingency FY 2023	Sub - Total FY 2023	Interfund Transfer FY 2023	Ending Balance FY 2023	Total FY 2023
Park City Municipal Corporation									
011 GENERAL FUND	$31,177,035	$12,894,077	$755,140	$0	$300,000	$45,126,252	$5,837,880	$13,969,780	$64,933,913
012 QUINNS RECREATION COMPLEX	$1,107,784	$406,029	$1,000	$0	$0	$1,514,813	$0	$-6,650,485	$-5,135,672
021 POLICE SPECIAL REVENUE FUND	$0	$0	$35,773	$0	$0	$35,773	$0	$0	$35,773
022 DRUG CONFISCATIONS	$0	$0	$22,419	$0	$0	$22,419	$0	$749	$23,168
031 CAPITAL IMPROVEMENT FUND	$0	$0	$88,508,614	$0	$0	$88,508,614	$4,177,076	$19,387,012	$112,072,702
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$3,917,222	$0	$0	$3,917,222	$0	$88,333	$4,005,555
051 WATER FUND	$4,487,041	$5,231,887	$87,243,081	$9,405,688	$0	$106,367,696	$2,090,991	$12,342,961	$120,801,649
052 STORM WATER FUND	$714,043	$310,376	$1,216,675	$0	$0	$2,241,094	$164,627	$2,046,582	$4,452,303
055 GOLF COURSE FUND	$1,013,633	$652,909	$476,950	$0	$0	$2,143,492	$171,352	$1,069,780	$3,384,624
057 TRANSPORTATION & PARKING FUND	$9,903,294	$2,898,074	$47,046,445	$0	$0	$59,847,813	$3,756,743	$5,197,705	$68,802,261
058 PARKING FUND	$1,144,087	$752,500	$336,760	$0	$0	$2,233,347	$67,981	$1,174,551	$3,475,879
062 FLEET SERVICES FUND	$1,154,672	$1,893,050	$6,205	$0	$0	$3,053,927	$0	$2,200,277	$5,254,204
064 SELF INSURANCE FUND	$0	$2,412,452	$0	$0	$0	$2,412,452	$0	$1,028,719	$3,441,171
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$6,979,291	$0	$6,979,291	$953,987	$25,439,789	$33,373,067
071 DEBT SERVICE FUND	$0	$0	$0	$9,496,688	$0	$9,496,688	$0	$1,645,801	$11,142,489
Total Park City Municipal Corporation	**$50,701,589**	**$27,451,354**	**$229,566,283**	**$25,881,667**	**$300,000**	**$333,900,893**	**$17,220,638**	**$78,941,554**	**$430,063,086**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$0	$682,623	$0	$0	$0	$682,623	$3,092,532	$1,739,038	$5,514,193
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$400,000	$626,395	$1,481,395
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$2,815,075	$0	$0	$2,815,076	$2,791,715	$767,289	$6,374,080
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$424,971	$0	$0	$424,971	$0	$1,569,533	$1,994,504
Total Park City Redevelopment Agency	**$0**	**$1,137,623**	**$3,240,047**	**$0**	**$0**	**$4,377,670**	**$6,284,247**	**$4,702,255**	**$15,364,172**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$453,416	$453,416
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$453,416**	**$453,416**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$50,701,589**	**$28,588,977**	**$232,806,330**	**$25,881,667**	**$300,000**	**$338,278,563**	**$23,504,885**	**$84,097,225**	**$445,880,673**

Expenditure Summary by Fund and Major Object (FY 2024 Original Budget)

Description	Personnel FY 2024	Mat, Supplies, Services FY 2024	Capital FY 2024	Debt Service FY 2024	Contingency FY 2024	Sub - Total FY 2024	Interfund Transfer FY 2024	Ending Balance FY 2024	Total FY 2024
Park City Municipal Corporation									
011 GENERAL FUND	$33,994,582	$14,410,987	$785,322	$0	$300,000	$49,490,891	$4,184,157	$8,466,782	$62,141,830
012 QUINNS RECREATION COMPLEX	$1,244,390	$416,387	$1,000	$0	$0	$1,661,777	$0	$-7,589,406	$-5,927,629
021 POLICE SPECIAL REVENUE FUND	$0	$0	$0	$0	$0	$0	$0	$0	$0
022 DRUG CONFISCATIONS	$0	$0	$0	$0	$0	$0	$0	$749	$749
031 CAPITAL IMPROVEMENT FUND	$0	$0	$48,675,370	$0	$0	$48,675,370	$4,174,476	$14,475,792	$67,325,638
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,964,600	$0	$0	$1,964,600	$0	$9,333	$1,973,933
051 WATER FUND	$4,934,076	$6,134,695	$10,177,805	$9,403,863	$0	$30,650,440	$2,588,649	$15,208,046	$48,447,135
052 STORM WATER FUND	$662,651	$297,652	$1,261,500	$0	$0	$2,221,803	$173,903	$1,650,876	$4,046,582
055 GOLF COURSE FUND	$1,110,825	$687,145	$282,928	$0	$0	$2,080,898	$179,945	$280,208	$2,541,051
057 TRANSPORTATION & PARKING FUND	$11,741,329	$3,655,202	$17,973,836	$0	$0	$33,370,367	$3,872,831	$6,648,108	$43,891,306
058 PARKING FUND	$1,272,238	$752,500	$380,000	$0	$0	$2,404,738	$123,963	$1,640,930	$4,169,631
062 FLEET SERVICES FUND	$1,302,988	$1,845,050	$6,205	$0	$0	$3,154,243	$0	$2,400,034	$5,554,277
064 SELF INSURANCE FUND	$0	$2,173,829	$0	$0	$0	$2,173,829	$0	$1,152,335	$3,326,164
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$6,975,316	$0	$6,975,316	$0	$25,429,789	$32,405,105
071 DEBT SERVICE FUND	$0	$0	$0	$9,478,438	$0	$9,478,438	$0	$1,645,801	$11,124,239
Total Park City Municipal Corporation	**$56,263,078**	**$30,373,448**	**$81,508,566**	**$25,857,617**	**$300,000**	**$194,302,709**	**$15,297,924**	**$71,419,377**	**$281,020,010**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$0	$657,109	$0	$0	$0	$657,109	$3,092,532	$2,241,397	$5,991,038
024 MAIN STREET RDA SPECIAL REVENUE FUND	$0	$455,000	$0	$0	$0	$455,000	$0	$182,714	$637,714
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$445,000	$0	$0	$445,000	$2,790,840	$623,981	$3,859,821
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$150,000	$0	$0	$150,000	$0	$1,419,533	$1,569,533
Total Park City Redevelopment Agency	**$0**	**$1,112,109**	**$595,000**	**$0**	**$0**	**$1,707,109**	**$5,883,372**	**$4,467,625**	**$12,058,106**
Municipal Building Authority									
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$0	$0	$453,416	$453,416
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$453,416**	**$453,416**
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	**$56,263,078**	**$31,485,557**	**$82,103,566**	**$25,857,617**	**$300,000**	**$196,009,818**	**$21,181,296**	**$76,340,418**	**$293,531,532**

Change in Fund Balance

Fund	Actuals FY 2021	Actuals FY 2022	Budget FY 2023	Adjusted FY 2023	$ Change Ori FY23 v Adj FY23	% Change Ori FY23 v Adj FY23	Budget FY 2024	$ Change Adj FY23 v Ori FY24	% Change Adj FY23 v Ori FY24
Park City Municipal Corporation									
011 GENERAL FUND	$19,222,320	$20,682,028	$13,408,275	$13,969,780	$561,505	4.2%	$8,466,782	($5,502,998)	-39.4%
012 QUINNS RECREATION COMPLEX	($5,621,751)	($6,097,439)	($6,673,040)	($6,650,485)	$22,555	-0.3%	($7,589,406)	($938,921)	14.1%
021 POLICE SPECIAL REVENUE FUND	$35,773	$35,773	$0	$0	$0	0.0%	$0	$0	0.0%
022 DRUG CONFISCATIONS	$23,168	$23,168	$0	$749	$749	0.0%	$749	$0	0.0%
031 CAPITAL IMPROVEMENT FUND	$66,506,424	$82,329,107	$10,659,751	$19,387,012	$8,727,261	81.9%	$14,475,792	($4,911,220)	-25.3%
038 EQUIPMENT REPLACEMENT CIP	$2,666,494	$2,419,955	$64,688	$88,333	$23,645	36.6%	$9,333	($79,000)	-89.4%
051 WATER FUND	$11,227,874	$10,921,375	$11,067,345	$12,342,961	$1,275,616	11.5%	$15,208,046	$2,865,085	23.2%
052 STORM WATER FUND	$1,895,343	$2,452,303	$1,485,255	$2,046,582	$561,327	37.8%	$1,650,876	($395,706)	-19.3%
055 GOLF COURSE FUND	$1,532,345	$1,955,476	$222,320	$1,069,780	$847,460	381.2%	$280,208	($789,572)	-73.8%
057 TRANSPORTATION & PARKING FUND	$18,471,244	$33,350,724	$2,801,158	$5,197,705	$2,396,547	85.6%	$6,648,108	$1,450,403	27.9%
058 PARKING FUND	$13,900	$872,515	$1,278,247	$1,174,551	($103,696)	-8.1%	$1,640,930	$466,379	39.7%
062 FLEET SERVICES FUND	$1,376,759	$1,900,204	$934,955	$2,200,277	$1,265,322	135.3%	$2,400,034	$199,757	9.1%
064 SELF INSURANCE FUND	$972,015	$1,297,178	$1,831,678	$1,028,719	($802,959)	-43.8%	$1,152,335	$123,616	12.0%
070 SALES TAX REV BOND - DEBT SVS FUND	$26,283,977	$26,404,276	$26,270,552	$25,439,789	($830,763)	-3.2%	$25,429,789	($10,000)	0.0%
071 DEBT SERVICE FUND	$1,635,448	$1,645,801	$1,714,180	$1,645,801	($68,379)	-4.0%	$1,645,801	$0	0.0%
Total Park City Municipal Corporation	**$146,241,333**	**$180,192,444**	**$65,065,364**	**$78,941,554**	**$13,876,190**	**21.3%**	**$71,419,377**	**($7,522,177)**	**-9.5%**
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	$1,061,151	$1,262,193	$2,015,164	$1,739,038	($276,126)	-13.7%	$2,241,397	$502,359	28.9%
024 MAIN STREET RDA SPECIAL REVENUE FUND	$1,130,151	$1,460,076	$1,372,789	$626,395	($746,394)	-54.4%	$182,714	($443,681)	-70.8%
033 REDEVELOPMENT AGENCY-LOWER PRK	$3,004,807	$3,281,547	$709,422	$767,289	$57,867	8.2%	$623,981	($143,308)	-18.7%
034 REDEVELOPMENT AGENCY-MAIN ST	$891,332	$1,594,504	$1,863,361	$1,569,533	($293,828)	-15.8%	$1,419,533	($150,000)	-9.6%
Total Park City Redevelopment Agency	**$6,087,441**	**$7,598,320**	**$5,960,736**	**$4,702,255**	**($1,258,481)**	**-21.1%**	**$4,467,625**	**($234,630)**	**-5.0%**
Municipal Building Authority									
035 BUILDING AUTHORITY	$451,314	$453,416	$451,314	$453,416	$2,102	0.5%	$453,416	$0	0.0%
Total Municipal Building Authority	**$451,314**	**$453,416**	**$451,314**	**$453,416**	**$2,102**	**0.5%**	**$453,416**	**$0**	**0.0%**