PARK CITY COUNCIL, REDEVELOPMENT AGENCY
AND MUNICIPAL BUILDING AUTHORITY MEETINGS
SUMMIT COUNTY, UTAH,
JUNE 20, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council, Redevelopment Agency and Municipal Building Authority of Park City, Utah will hold their regularly scheduled meetings at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, June 20, 2013.

Field Trip
2:00 p.m. RMP Substation site visit

Closed Session
2:40 p.m. Property and litigation

Work Session

4:50 p.m.	Council questions and comments	
5:00 p.m.	Library appointments	P. 8 - 15
5:10 p.m.	Budget – Personnel Policies and Procedures Manual, presentation of final budget, and outstanding issues	P. 16 - 98
5:50 p.m.	Break	

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JUNE 20, 2012
6:00 p.m.

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JUNE 6, 2013 P. 99

IV NEW BUSINESS

Consideration of an Ordinance adopting the Fiscal Year 2013 Revised Budget and the Fiscal Year 2014 Budget for the Park City Redevelopment Agency P. 29 - 30

(a) Public hearing
(b) Action

V ADJOURNMENT

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JUNE 20, 2013

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JANUARY 10, 2013 P. 101

IV NEW BUSINESS

Consideration of an Ordinance adopting the Fiscal Year 2013 Revised Budget and the Fiscal Year 2014 Budget for the Park City Municipal Building Authority P. 31 - 32

(a) Public hearing
(b) Action

V ADJOURNMENT

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
JUNE 20, 2013

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon)*

1. Consideration of the 4th Amended Lease with the Department of Alcoholic Beverage Commission for property located at 460 Swede Alley, Park City, Utah P. 102 - 138

2. Consideration of authorizing the City Manager to sign a Professional Services Agreement with Bowen Collins and Associates for landscape architect consultant services in the amount not to exceed $79,876; $29,876 for the preparation of a City Forestry Plan and $50,000 to provide on-call services P. 139 - 146

V NEW BUSINESS

1. Consideration of a Resolution adopting the Community Wildfire Protection Plan (CWPP) for Park City, Utah P. 147 - 186

2. Consideration of an Ordinance adopting the Final Budget for Fiscal Year 2013-2014 and the Final Budget for Fiscal Year 2014-2015 for Park City Municipal Corporation and its related agencies P. 23 - 28
   (a) Public hearing
   (b) Action

3. Consideration of a Resolution adopting the Revised Personnel Policies and Procedures Manual, dated July 1, 2013 for Park City Municipal Corporation P. 37 - 98

4. Consideration of the Western Summit County Master Agreement, in a form approved by the Deputy City Attorney P. 197-278

5. Consideration of Rocky Mountain Power expansion of Bonanza Substation of low v. high profile design alternatives, located on Woodbine Way, Park City, Utah P. 187 - 196

(a) Public hearing

(b) Action

VI ADJOURNMENT

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

Posted: 06/17/13
Reposted: 06/19/13
See: www.parkcity.org

PARK CITY COUNCIL MEETING TENTATIVE
SUMMIT COUNTY, UTAH,
JUNE 27, 2013

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, June 27, 2013.

Closed Session
p.m. Property and litigation

Work Session
4:50 p.m. Council questions and comments and Manager's Report
5:00 p.m. Old Town curb recycling
5:35 p.m. UDOT Underpass Project
5:50 p.m. Break

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV MINUTES OF MEETING OF JUNE 13, 2013

V CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon)*

1. Consideration of an Amended Lease with the Park City Co-Op for space located at the Library and Education Building, 1255 Park Avenue, Park City, Utah

2. Consideration of an Amended Lease with the Park City Film Series for space located at Miners Hospital, 1354 Park Avenue, Park City, Utah

VI RESIGNATIONS AND APPOINTMENTS

Appointments to Library Board

VII NEW BUSINESS

1. Consideration of Master Festival License - Dealer Camp
   ` (a) Public hearing
   (b) Action

2. Ordinance amending Title 4, Licensing, Chapter 2, Sections 4, 8 and 10 regarding inspections and creating a process for pre-inspections

(a) Public hearing
(b) Action

VIII ADJOURNMENT

Posted: 06/24/13
See: www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.

July 2013

4 **No meeting**
11 Convention license ordinance amendments - work
Swearing-in of Officer Art Boxall
Appoint election judges
Hyland Technologies, in the amount of $14,800 and a software purchase agreement in the amount of $___, in a form approved by the City Attorney
Study session – disposable bags with lodging community
Risner Ridge conservation easement - HD
Ordinance, amending the Land Management Code, Chapter 6 MPD, Chapter 2.16 General Commercial
18 *Diane at ICMA training*
Conservation easements
25 *Diane at ICMA training*
Presentation to Courchevel students
Convention license ordinance amendments - work
RMP public hearing/possible action

August 2013

1
8
15 Affordable Housing Study Session - Rhoda
22 **No meeting**
29 **No meeting**

September 2013

5
12
19 **No meeting – City Tour**
26 Ordinance accepting the public improvements for the Echo Spur Subdivision
Ordinance renaming the section of McHenry Avenue extending from Rossi Hill Drive north to the name of Echo Spur Drive, Park City, Utah – old business

October 2013

3
10 **No meeting**
17
24 Special Service Contract Criteria and Extraordinary Grant Criteria
31 **No meeting**

November 2013

7
14
21
28 **No meeting - Thanksgiving**

December 2013

5
12

19
26 **No meeting**

January 2014

2
9
16 **No meeting – Sundance**
23
30

Pending Items:

Construction Contract for 10th and 11th Streets
Special Event overhaul
Regional recreation strategic plan
Ice operations - study
Water leak adjustment policy - work
Amendment to Municipal Code - pre-inspections for business licenses
Latino Community outreach and engagement – study

City Council
Staff Report

Subject: **Library Board Appointments**
Author: **Jasmina Jusic, Interim Library Director**
Department: **Library**
Date: **June 20, 2013**
Type of Item: **Administrative**

Summary Recommendations:
Appoint Bobbie Pyron and Faye Malnar to serve on the Library Board for three year terms.

Topic/Description:
Library Board Vacancies

Background:
Park City Municipal Code and Utah State Code require municipal library board appointments to be made effective July 1 of each year. The board must have five members and may have as many as nine. All vacancies must be filled by Park City residents. Members may not serve more than two full terms in succession. Currently, the Park City Library Board has eight board members with three member's terms expiring on June 30, 2013. Of the remaining five board members three have terms expiring in 2014 and two have terms that expire in 2015.

In accordance with City policy, ads for the Library Board vacancies ran in the Park Record and were aired on KPCW. Applications for Board positions were available at the Library and at the Mayor's office and on the City and Library websites. A total of two applications were received.

Analysis:
A subcommittee of the Library Board has reviewed the applications and the full board is recommending the appointment of the two applicants to the board. The attached letter (Attachment "A") from the Library Board Interview Committee Chair, Marlene Ligare O'Hara, describes the qualifications of the following candidates: Bobbie Pyron and Faye Malnar. Adding these candidates will bring the total of voting board members to seven. Both Ms. Pyron and Ms. Malnar are currently on the Board. Ms. Pyron served a full term from 2009 to 2012. Both Ms. Pyron and Ms. Malnar served one year from 2012 to 2013 to complete terms of board members that had resigned.

Department Review:
City Manager, Legal Department, and the Recreation Library Team.

Alternatives:
A. **Approve:**

Make the appointments to ensure a fully staffed and legally constituted Library Board. The candidate's applications are attached for your consideration.

B. Deny:
The library board will have only five members. This may cause a problem if a member resigns from the board because the library will not have a fully functioning board.

C. Modify:
Make alternative appointments or reopen the recruitment process.

D. Continue the Item:
Utah Code requires municipal library board appointments to be made effective by July 1 of each year.

E. Do Nothing:
The library board will have only five members. This may cause a problem if a member resigns from the board because the library will not have a fully functioning board.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	**Preserving & Enhancing the Natural Environment (Environmental Impact)**	**An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)**	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?			+ Entire population utilizes community amenities + Community gathering spaces and places + Vibrant arts and culture offerings	+ Fiscally and legally sound
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*			Very Positive	Positive
Comments:				

Funding Source:
Not applicable.

Consequences of not taking the recommended action:
Library Board would only have five members potentially causing a problem is a member resigns before their term is up. In that case, the library would not have a functioning board meaning that the Library Board cannot function by law with only four members.

Recommendation:
Appoint Bobbie Pyron and Faye Malnar to serve on the Library Board for three year terms.

Attachment "A"

May 30, 2013

Honorable Mayor and City Council,

The Park City Library Board has three members with terms that expire on June 30, 2013. There were two candidates that applied and the library board decided not to conduct interviews because both individuals are currently on the board. The board recommends the appointment of Faye Malnar and Bobbie Pyron for 3 year terms.

> Faye (Ivory) Malnar: Faye is an active 30 year Park City resident. She currently serves on the Park City Leadership Alumni Committee and volunteers at the Park City Medical Center. Faye has a passion for books and reading and would be an excellent advocate for the library.
>
> Bobbie Pyron: Bobbie has served on the library board off and on for the past 9 years. She has been an extremely valuable member of the board. She is a librarian in the Salt Lake County Library and has been so for 23 years. Her knowledge and understanding of libraries and library issues is unique for a board member and wonderfully helpful.

We appreciate your consideration of these applicants to the Park City Library Board. Please contact either Jasmina Jusic or me if you have any questions.

Sincerely,
Marlene Ligare O'Hara
Library Board Chair
(435- 640-0114)

PARK CITY
1884

LIBRARY BOARD APPLICATION
PARK CITY MUNICIPAL CORPORATION

Name: Faye Malnar

Address: ~~2~~ PO Box 680010 - 2148 Sidewinder Dr.
mailing street

Telephone: Residence 435-645-9259 Office
E-mail fayemalnar@comcast.net Fax

1. How long have you lived within the City limits of Park City?
since 1982

2. What is your involvement with the community?
Leadership Park City - Class #1
Library Board
Volunteer at Park City Medical Center
Leadership Park City Alumni Committee

3. What is your involvement with Park City Municipal Corporation?
Library Board - (Term ends 6/30/13)

4. The Board meets the second Wednesday of each month from 12:00-1:30 pm. Would you be able to attend?
Yes X No ___

5. Why are you interested in serving on the library board?
After serving on the board for one year I would like to continue to see the projects that were started this year come to fruition - ie - The Digital Center & the renovation project.

6. What specific skills and/or qualities will you bring to enhance the effectiveness of the library board?

I have served on several non profit boards in the past and I feel that experience & my past job as Dir of Human Resources/Administration at U.S. Ski & Snowboard Assoc have prepared me to be able to understand what service on the board means & what I need to do to further enhance the board & the needs of the ~~[illegible]~~ library.

7. List three issues you consider to be of prime importance which the Library Board should address and briefly outline your concern and position on each issue:

1- Library renovation - I am excited about the plans to renovate the library. I feel it is a timely project & one that will benefit the entire community

2- Publicizing the benefits offered at the library. The library staff has done a great job with new projects & I feel we need to make sure the community is aware of what is offered.

8. What do you perceive as the mission of the library board?

To act as an advisory board to the staff & to establish policies for the operation of the library.

Application deadline is April 30, 2013. Please return this application to the Library (1255 Park Ave.) or to the Mayor's office.

<u>Mayor's Office</u>
Phone: (435) 615-5007 FAX 615- 4901
P. O. Box 1480, Park City, Utah 84060

<u>Library</u>
Phone: (435) 615-5605 FAX (435) 615-4903, or e-mail: ltillson@parkcity.org.
P.O. Box 668, 1255 Park Ave. 84060

PARK CITY
1884

LIBRARY BOARD APPLICATION
PARK CITY MUNICIPAL CORPORATION

Name: Bobbie Pyron

Address: 2512 Creek Drive Park City 84060
mailing street

Telephone: Residence 435-645-7788 Office ____________
E-mail bobbieapyron@gmail.com Fax ____________

1. How long have you lived within the City limits of Park City?
13 years

2. What is your involvement with the community?
I have served on the Park City Library Board off and on for the last ten years. I also volunteer for Friends of Animals Utah.

3. What is your involvement with Park City Municipal Corporation?
None

4. The Board meets the second Wednesday of each month from 12:00-1:30 pm. Would you be able to attend?
Yes X No ____

5. Why are you interested in serving on the library board?
I have been a librarian for over thirty years and I feel libraries are (more so than ever) a vital and crucial resource in their community.

6. What specific skills and/or qualities will you bring to enhance the effectiveness of the library board?

I have worked as a professional librarian for over 30 years. I've actively served on the Intellectual Freedom Committee and have built two libraries.

7. List three issues you consider to be of prime importance which the Library Board should address and briefly outline your concern and position on each issue:

1) Effective and efficient expansion of the physical space to better serve the community
2) Outreach to underserved populations such as the Latino population & seniors.
3) Keeping abreast of rapidly changing technology, yet at the same time carefully assessing community needs and the reality of funding.

8. What do you perceive as the mission of the library board?

To make a positive difference in the lives of the people who use it by meeting their informational, educational, and recreational needs.

Application deadline is April 29, 2011. Please return this application to the Library (1255 Park Ave.) or to the Mayor's office.

<u>Mayor's Office</u>
Phone: (435) 615-5007 FAX 615- 4901
P. O. Box 1480, Park City, Utah 84060

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City Council
Staff Report

Subject: Final FY 2013 Adjusted and FY 2014 Budget
Author: Jed Briggs, Nate Rockwood, Jennifer Danowski, Brooke Moss
Department: Budget, Debt, & Grants
Date: June 20, 2013
Type of Item: Legislative

Summary Recommendations:
Hold a public hearing on the Adoption of the Final Budget. Adopt the FY 2013 Adjusted Budget and the FY 2014 Budget by ordinance. Adopt a resolution (attached) revising the Personnel Policies and Procedures Manual dated July 1, 2013 for Park City Municipal Corporation.

Topic/Description:
FY 2013 Adjusted Budget and FY 2014 Budget; Recommendations for revisions to the Personnel Policies and Procedures Manual.

Background:
The City usually begins the budget process in February with the City Council identifying objectives for the next year during the visioning session. This year the focus of visioning was on the strategic plans which were closely tied to the 'Budgeting for Outcomes' process.

On April 29, staff delivered the City Manager's Recommended Budget (Tentative or Proposed Budget) to City Council. Public hearings are currently scheduled for May 2, 9, 30, June 6, 13, and 20. Discussion/action is slated for these dates as follows, barring changes as needed:

On May 2, staff presented the Tentative Budget, Budget Overview & Timeline, Update of Financial Impact Report (FIAR), Benefits (pay plan, URS-Retirement, Health Insurance) and the CIP Budget.

On May 9, staff presented Council with the recommended changes for the FY 14 Budget. Members of the Results Team presented on significant budget changes for each of the four Council Goals. Council gave direction to keep the current level of service for Library Reciprocal Borrowing for County residents.

On May 30 staff presented Fee Schedule changes as well as Planning and Council Department budget changes. Council gave direction to keep the cost recovery percentage at 40% for Business License recovery.

On June 6, Council adopted the Tentative Budget Ordinance, the City Fee Resolution, the Council Compensation Ordinance, and the CEMP. Council also discussed the Budget Policies, Special Service Contracts, and outstanding Budget Issues.

June 20 – Presentation & Adoption of Final Budget (if no property tax increase), Adoption of Provisional Budget (if property tax will be increased).

Analysis:

Final Adoption of the Budget

Attached to this staff report is an ordinance adopting a Revised Budget for FY 2013 and a Budget for FY 2014 for Park City Municipal Corporation. The budget ordinances for the Municipal Building Authority (MBA) and the Redevelopment Agency (RDA) are also included. State statute requires that annual budgets be adopted by June 22. Council should hold a public hearing for each entity and adopt their respective budgets on June 21.

Changes to the FY 13 Adjusted Budget

The RDA operating account (in the General Fund) increased by $90,722, for a total of $141,722. Likewise, the expenditures out of the RDA to reimburse the General Fund for these RDA-related expenses increased from $100,000 to $141,722. This increase is due to progression on the Library renovation.

The Golf Fund received a RAP tax grant for equipment replacement in FY 2013. Accordingly, the Golf Maintenance Equipment Replacement – Golf Fees project was adjusted down by $60,000.

The Fleet Fund increased by $535,525 due to increasing costs for maintenance and fuel. This increase was primarily related to Transit, and will be offset by an increased interfund transfer from the Transit and Water funds.

The Environmental Regulatory budget in the Water Fund moved to the Water Ops budget within the same fund for FY13. The budget was shifted into the Water Operations budget to more accurately represent where the funds were paid out of. This represents a zero-sum change in the Water Fund.

The Ice Maintenance and Management budget increased by $3,150 for the final adjusted budget. This increase is offset by revenues from the Snyderville Basin Recreation District.

Revenues have also been adjusted. As part of the 2013 Utah State budget process, Park City was awarded a state contribution through the Utah Governor's Office of Economic Development for the Park City Main Street/Downtown Enhancement Project in the amount of $3,000,000. The state contribution revenue budget has been adjusted by $3,000,000 to account for the GOED funds. Accordingly, the projected resort sales tax revenue bond was reduced by $2,000,000 for FY 2014. Additionally, some minor revenue adjustments were made to more closely reflect actuals.

Additional Changes to the FY 14 Budget

The following list details the changes made between the tentative budget and the final budget. These changes were made either to satisfy statutory, technical, and accounting requirements or at the direction of the Council.

As noted above, rising fuel and maintenance costs have necessitated an increase to the Fleet budget. For the FY14 Final Budget, the Fleet fund increased by $535,525, and will be offset by increased interfund transfers from Transit and Water.

The Human Resources budget increased by $5,000 for the Final Budget. This increase was added to provide additional incentive funding for Healthy Living Program participants. This increase will be offset by decreased healthcare costs. If employees do not participate in the Healthy Living Program, then they pay an additional $600 per year in premium costs, and the City ends up saving that $600. HR will use these savings to continue to promote the Healthy Living Program.

The General Fund budget is decreasing by approximately $30,000 to account for an increase in Vacancy Factor.

The Emergency Management budget increased by $2,189. This increase is due to an increase in contract services, and is being offset by an increase in funds received through the Federal Emergency Management program grant

The Water Department made several changes to the personnel for the Final Budget. For the Tentative Budget, the Water Department added 1 FTE position for a Water Distribution Superintendent. However, the Department also lost 1 FTE of a Water Worker IV position and 1 FTE of a Water Worker III position. These changes resulted in a zero-sum change to the Water budget. For the Final Budget, the Water Department will not be adding a Distribution Superintendent. Rather, the Department will add two FTEs for two Water Distribution Supervisors. The Department will simultaneously be losing two Water Worker IV positions. The Department will still lose 1 FTE for a Water Worker III and 1 FTE for a Water Worker IV. Finally, the remaining Water Worker III positions will be upgraded to Water Worker IV positions to more accurately reflect the work currently being done by employees. These changes result in a zero-sum change.

The Golf budget will be decreasing slightly for the Final budget. The Golf Pro Shop program will be decreasing by $3,000. Based on forecasted golf equipment and improvement needs by golf management the Golf Maintenance Equipment Replacement project has been reduced by $60,000 per year and the Golf Course Improvements projects has been reduced by $20,000 per year beginning in FY 2014.

For the FY 14 Tentative Budget, staff proposed allocating out utility costs to individual departments based off of use. In conjunction with this allocation process, several changes were made to many utility line-items. The total changes by fund are as follows: General Fund has an increase of about $4,000, Water has an increase of about $4,500, and Transportation has a decrease of $44,400.

The Self-Insurance Fund will increase for the FY 14 Final Budget. This change is due to increases in insurance premiums for the City, both the general liability and building protection ($70k). To partially account for this increase, the General Liability line-item was reduced by $20,000. This reduction was based off of the historical use of this line-item.

There has recently been a large increase in the number of plan reviews and building permits that the Building Department must complete. This increased workload is expected to be sustained in the near future due to the large amount of pending building permits and recent plan applications. As a result of this, the City Manager recommends that City-approved alternate companies be provided to the developers and contractors so that for a higher price they can take their plans to another company to expedite the process. This would alleviate the current backup in plan reviews and come at no cost to the City. It is also recommended that a Senior Inspector be hired on contract for seven months, so as to alleviate the backup in inspections. This will cost $51,113 which amount has been added to the Building Department budget. A study, which is included in attachment E, determines that revenue from plan reviews and building permits will most likely be higher than the current projections, which will cover the expense of hiring a seven-month contracted inspector.

The waste collection and security alarm services, previously paid by Building Maintenance, have been moved out of the building maintenance budget and will now be paid by those departments incurring the costs. Approximately $28,000 has been reallocated from Building Maintenance to more specific line items in individual departments to pay for their individual charges. This was done in order to remain consistent with previous utility changes to electricity, natural gas and sewer which also resulted in a shift from Building Maintenance paying for all charges to each department paying for their respective costs. As things stand now, each department pays for its own electricity, natural gas, sewer, waste collection and security alarm usage while Building Maintenance pays for those costs not associated with a specific department (e.g. City Hall). The Water, Transit and Golf funds are now also responsible for paying their own expenses for waste collection and security alarm services. These amounts to approximately $18,000 that Building Maintenance will no longer be responsible for, of that amount $5,000 will be paid by Water, $6,000 will be paid by Transit, and $7,000 will be paid by Golf.

Changes to the Personnel Policies and Procedures Manual

The recommendation for revisions to the employee Policies and Procedure Manual results from changes in federal regulations, updates to pay practices, and changes in technology, input provided by the City Manager, Legal Department, Management Team, Policies and Procedures Committee, Human Resources and City Council. The Policies and Procedures Committee consisted of employees from each team throughout the organization.

Each year the City Council adopts by resolution revisions to the Personnel Policies and Procedures Manual. Policy requires the manual be updated once every calendar year through this revision process and approved by City Council. The manual was last updated on July 1st of 2012.

The following are the amendments and changes to the 2013 Employee Policies & Procedures Manual proposed by the (P&PM) Revision Committee:

<u>Section 2.2 Appointments</u>
Language was added to clarify full-time regular and promotionary probation appointments. Changes were made to part time, seasonal and student intern employee designations due to requirements from Health Care Reform. Managers with part-time, seasonal and/or intern employees should take careful note of changes. As some part time employees may become eligible for health insurance due to this reform, the designation part time non-benefitted was changed to simply part time in this section, and also throughout the manual.

<u>Section 2.7 Hiring Relatives</u>
Language was added to clarify exceptions made by the City Manager are generally disfavored in regards to nepotism.

<u>Section 4.22 Holiday Pay and Premium Pay</u>
Clarification on the number of City-observed holidays and Floating Holiday

<u>Section 4.23 Vacation Pay</u>
Clarification on vacation accrual per years of service and allowable annual rollover amount each calendar year.

<u>Section 5.1 Applicant and Personnel Files</u>
Clarification on time frame in which employees must notify Human Resources of any changes in personal information, including but not limited to name, physical and mailing addresses, phone numbers, and marital status.

<u>5.9 Harassment</u>
EEOC spelled out as Equal Employment Opportunity Commission.

<u>5.11 Use of Drugs and Alcohol</u>
This policy was expanded to define already existing policy. Previous policy was simple and not as easily enforced. Major changes are testing employees following workplace accidents per established criteria and introducing precautions for events involving alcohol to minimize City liability.

<u>5.13 Outside Employment</u>
Update on the process to update employees' outside employment requests or to update employees' current outside employment information on an annual basis in February of each year.

5.14 Disciplinary Procedures
Added language on the process in which supervisors, department managers and Human Resources will work collaboratively prior to issuing any employee reprimand. Also, clarifying that verbal reprimands should be submitted to Human Resources to be filled in employees' personnel files.

5.20 Smoking
Added language stating that failure to comply may result in disciplinary procedure up to and including termination.

6.4 Exit Interview
Clarification regarding this policy only being applicable to Full-Time Regular employees.

Numbering of items and bullet points has also been updated throughout the manual for consistency. No policy change. These changes are not reflected in edits.

Department Review:
Budget, Debt, & Grants, Legal, and the City Manager reviewed this report.

Alternatives:

A. Approve:

1. Staff recommends that Council hold a public hearing regarding the final budget, adopt the FY 2013 Revised Budget and FY 2014 Budget by ordinance.
2. The recommendations and revisions to the Policies and Procedures Manual will go into effect July 1st upon Council approval for all employees (unless otherwise specified in the manual). Employees will be issued a copy of the new manual in either hard copy or e-format. They will be required to sign that they have received a copy or understand how to open the e-copy format of the updated manual and that they are accountable for reviewing and understanding the policies within it

B. Deny:
State statute requires at least one public hearing before the adoption of a final budget on or before June 22. If Council decides to forgo a public adoption of the budget at this time, the City would be in violation of State statute. The recommendations and revisions for the Personnel, Policies, and Procedures Manual will not go into effect and may result in noncompliance with federal and/or state regulations, which will diminish the City's ability to provide direction and/or enforce employee policies and procedures

C. Modify:
Council may direct that changes be made to the final budget and adopt the budget ordinances with changes as noted. Council could also give staff direction to modify Policies and Procedures.

D. Continue the Item:
This has the same effect as Alternative B.

E. Do Nothing:
This also has the same effect as Alternative B.

Significant Impacts:
This would satisfy the requirements of state statute to adopt a final budget on or before June 22. If Policies and Procedures are not adopted, the recommendations and revisions will not go into effect and may result in noncompliance with federal and/or state regulations, which will diminish the City's ability to provide direction and/or enforce employee policies and procedures.

Consequences of not taking the recommended action:
If Council decides to forgo a public adoption of the budget at this time, the City would be in violation of State statute. The recommendations and revisions will not go into effect and may result in noncompliance with federal and/or state regulations, which will diminish the City's ability to provide direction and/or enforce employee policies and procedures.

Recommendation:
Hold a public hearing on the Adoption of the Final Budget. Adopt the FY 2013 Adjusted Budget and the FY 2014 Budget by ordinance. Adopt resolution approving recommendations and revisions to the Personnel Policies and Procedures Manual of Park City Municipal Corporation.

Attachments:
A – Budget Summaries
B – Ordinance Adopting a Final Budget for Park City Municipal Corporation
C – Ordinance Adopting a Budget for the Park City RDA
D– Ordinance Adopting a Budget for the Park City MBA
E – Building Revenue Study
F– Personnel Policies and Procedures Manual
G – Resolution Adopting the Personnel Policies and Procedures Manual

Expenditure Summary by Fund and Major Object (FY 2013 Adjusted Budget)

Description	Personnel FY 2013	Mat, Supplies, Services FY 2013	Capital FY 2013	Debt Service FY 2013	Sub - Total FY 2013	Interfund Transfer FY 2013	Ending Balance FY 2013	Total FY 2013
Park City Municipal Corporation								
011 GENERAL FUND	$15,933,046	$6,988,489	$391,340	$0	$23,312,875	$1,994,647	$7,032,017	$32,339,539
012 QUINNS RECREATION COMPLEX	$676,788	$389,755	$6,000	$0	$1,072,543	$0	$-2,879,947	$-1,807,404
021 POLICE SPECIAL REVENUE FUND	$0	$0	$28,644	$0	$28,644	$0	$0	$28,644
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	$0	$0	$17,788	$0	$17,788	$0	$0	$17,788
031 CAPITAL IMPROVEMENT FUND	$0	$0	$27,390,040	$0	$27,390,040	$134,366	$8,737,482	$36,261,888
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$1,950,057	$0	$1,950,057	$0	$208,076	$2,158,133
051 WATER FUND	$2,227,633	$2,922,871	$9,561,848	$4,357,538	$19,069,890	$654,000	$9,006,154	$28,730,044
055 GOLF COURSE FUND	$732,428	$457,460	$347,134	$36,081	$1,573,103	$138,600	$682,498	$2,394,201
057 TRANSPORTATION & PARKING FUND	$4,858,236	$1,172,013	$11,014,815	$0	$17,045,064	$1,995,000	$11,032,213	$30,072,277
062 FLEET SERVICES FUND	$639,304	$2,260,291	$5,000	$0	$2,904,595	$0	$527,337	$3,431,932
064 SELF INSURANCE FUND	$0	$838,300	$0	$0	$838,300	$0	$1,213,954	$2,052,254
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$1,569,713	$1,569,713	$800,000	$1,130,727	$3,500,440
071 DEBT SERVICE FUND	$0	$0	$0	$4,678,893	$4,678,893	$0	$385,922	$5,064,815
Total Park City Municipal Corporation	**$25,067,435**	**$15,029,179**	**$50,712,667**	**$10,642,225**	**$101,451,506**	**$5,716,613**	**$37,076,433**	**$144,244,552**
Park City Redevelopment Agency								
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$805,000	$325,587	$0	$1,130,587	$468,097	$9,746,734	$11,345,418
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$405,000	$567,473	$0	$972,473	$950,000	$672,096	$2,594,569
Total Park City Redevelopment Agency	**$0**	**$1,210,000**	**$893,060**	**$0**	**$2,103,060**	**$1,418,097**	**$10,418,830**	**$13,939,987**
Municipal Building Authority								
035 BUILDING AUTHORITY	$0	$0	$0	$249,481	$249,481	$0	$275,087	$524,568
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$249,481**	**$249,481**	**$0**	**$275,087**	**$524,568**
TOTAL	**$25,067,435**	**$16,239,179**	**$51,605,726**	**$10,891,706**	**$103,804,046**	**$7,134,710**	**$47,770,350**	**$158,709,106**

Expenditure Summary by Fund and Major Object (FY 2014 Budget)

Description	Personnel FY 2014	Mat, Supplies, Services FY 2014	Capital FY 2014	Debt Service FY 2014	Sub - Total FY 2014	Interfund Transfer FY 2014	Ending Balance FY 2014	Total FY 2014
Park City Municipal Corporation								
011 GENERAL FUND	$17,023,145	$1,085,882	$364,964	$0	$18,473,991	$9,573,748	$7,169,894	$35,217,633
012 QUINNS RECREATION COMPLEX	$635,828	$53,040	$6,000	$0	$694,868	$-2,993,965	$-2,995,165	$-5,294,262
021 POLICE SPECIAL REVENUE FUND	$0	$0	$0	$0	$0	$0	$0	$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	$0	$0	$0	$0	$0	$0	$0	$0
031 CAPITAL IMPROVEMENT FUND	$0	$0	$18,322,638	$0	$18,322,638	$1,821,601	$1,687,235	$21,831,474
038 EQUIPMENT REPLACEMENT CIP	$0	$0	$905,000	$0	$905,000	$208,076	$208,076	$1,321,152
051 WATER FUND	$2,184,188	$250,255	$12,833,336	$4,368,151	$19,635,930	$5,584,871	$4,722,025	$29,942,826
055 GOLF COURSE FUND	$729,396	$72,900	$51,005	$36,080	$889,381	$848,374	$714,443	$2,452,198
057 TRANSPORTATION & PARKING FUND	$5,377,559	$232,734	$2,867,874	$0	$8,478,167	$11,013,601	$8,276,573	$27,768,341
062 FLEET SERVICES FUND	$663,050	$69,497	$5,000	$0	$737,547	$510,626	$510,626	$1,758,799
064 SELF INSURANCE FUND	$0	$12,300	$0	$0	$12,300	$879,652	$879,652	$1,771,604
070 SALES TAX REV BOND - DEBT SVS FUND	$0	$0	$0	$1,563,113	$1,563,113	$1,122,477	$1,122,477	$3,808,067
071 DEBT SERVICE FUND	$0	$0	$0	$4,671,333	$4,671,333	$358,544	$358,544	$5,388,421
Total Park City Municipal Corporation	**$26,613,165**	**$1,776,608**	**$35,355,817**	**$10,638,677**	**$74,384,268**	**$28,927,605**	**$22,654,380**	**$125,966,253**
Park City Redevelopment Agency								
033 REDEVELOPMENT AGENCY-LOWER PRK	$0	$0	$8,860,274	$0	$8,860,274	$3,157,460	$2,731,085	$14,748,819
034 REDEVELOPMENT AGENCY-MAIN ST	$0	$0	$72,053	$0	$72,053	$1,842,043	$892,043	$2,806,139
Total Park City Redevelopment Agency	**$0**	**$0**	**$8,932,327**	**$0**	**$8,932,327**	**$4,999,503**	**$3,623,128**	**$17,554,958**
Municipal Building Authority								
035 BUILDING AUTHORITY	$0	$0	$0	$0	$0	$278,087	$278,087	$556,174
Total Municipal Building Authority	**$0**	**$0**	**$0**	**$0**	**$0**	**$278,087**	**$278,087**	**$556,174**
TOTAL	**$26,613,166**	**$1,776,608**	**$44,288,144**	**$10,638,677**	**$83,316,595**	**$34,205,195**	**$26,555,595**	**$144,077,385**

All Funds Combined

Revenue	Actual FY 2010	Actual FY 2011	Actual FY 2012	Original FY 2013	Adjusted FY 2013	% Total FY 2013	Original FY 2014	% Total FY 2014
RESOURCES								
Property Taxes	$15,790,260	$17,043,800	$18,320,525	$17,924,873	$18,107,873	19%	$17,871,989	14%
Sales Tax	$11,601,845	$12,492,244	$13,366,791	$12,914,000	$13,273,000	13%	$13,429,352	10%
Franchise Tax	$2,774,320	$2,906,981	$2,816,071	$3,275,000	$2,998,000	3%	$3,136,000	2%
Licenses	$1,253,143	$1,284,053	$1,280,901	$1,217,000	$1,308,000	1%	$1,009,000	1%
Planning Building & Engineering Fees	$1,287,132	$1,464,715	$1,427,160	$2,136,751	$2,446,327	2%	$2,136,000	2%
Other Fees	$49,221	$17,707	$45,190	$12,000	$24,000	0%	$37,000	0%
Federal Revenue	$6,643,943	$5,818,357	$7,656,860	$2,907,000	$6,151,741	3%	$2,131,200	2%
State Revenue	$450,894	$452,018	$426,105	$387,000	$624,154	0%	$3,389,000	3%
County/SP District Revenue	$229,647	$138,214	$107,855	$50,000	$835,217	0%	$60,000	0%
Water Charges for Services	$7,355,524	$8,416,666	$9,915,490	$10,749,556	$10,716,000	11%	$11,862,500	9%
Transit Charges for Services	$2,088,700	$1,729,833	$1,918,588	$2,051,000	$1,980,000	2%	$2,090,000	2%
Cemetery Charges for Services	$53,642	$20,516	$19,196	$19,000	$21,000	0%	$22,000	0%
Recreation	$2,280,322	$1,916,305	$2,694,849	$2,906,000	$3,096,000	3%	$3,158,999	2%
Ice	$459,349	$583,221	$682,028	$701,287	$690,000	1%	$886,000	1%
Other Service Revenue	$105,644	$94,798	$79,857	$105,000	$100,000	0%	$101,000	0%
Library Fines & Fees	$21,022	$22,408	$19,661	$22,803	$22,000	0%	$22,000	0%
Fines & Forfeitures	$648,453	$708,529	$621,446	$681,000	$688,200	1%	$678,200	1%
Misc. Revenues	$6,233,947	$3,462,074	$3,891,592	$1,126,447	$1,304,153	1%	$4,455,746	3%
Interfund Transactions (Admin)	$4,373,697	$5,740,080	$5,138,802	$3,983,447	$4,506,999	4%	$4,893,717	4%
Interfund Transactions (CIP/Debt)	$10,466,324	$4,158,532	$4,038,841	$2,610,741	$3,130,141	3%	$2,303,616	2%
Special Revenues & Resources	$2,057,374	$750,993	$1,694,513	$178,912	$592,738	0%	$238,912	0%
Bond Proceeds	$9,644,255	$2,158,592	$244,982	$5,000,000	$15,100,000	5%	$7,650,000	6%
Beginning Balance	$111,667,936	$85,779,494	$80,283,334	$25,491,440	$71,208,563	26%	$47,770,350	37%
TOTAL	**$197,536,594**	**$157,160,132**	**$156,690,637**	**$96,450,257**	**$158,924,105**	**100%**	**$129,332,581**	**100%**

Change in Fund Balance

Fund	Actuals FY 2010	Actuals FY 2011	Actuals FY 2012	Adjusted FY 2013	Budget FY 2013	Increase (red) FY 2013	% Inc (red) FY 2013	Budget FY 2014	Increase (red) FY 2014	% Inc (red) FY 2014
Park City Municipal Corporation										
011 GENERAL FUND	$5,678,978	$6,320,932	$6,447,817	$7,032,017	$7,191,225	$584,200	9%	$7,169,894	$137,877	2%
012 QUINNS RECREATION COMPLEX	$(1,850,004)	$(2,187,227)	$(2,510,554)	$-2,879,947	$(3,003,262)	$-369,393	15%	$(2,995,165)	$-115,218	4%
021 POLICE SPECIAL REVENUE FUND	$24,872	$27,082	$27,532	$0	$29,082	$-27,532	-100%	$0	$0	
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	$3,775	$4,176	$8,985	$0	$8,176	$-8,985	-100%	$0	$0	
031 CAPITAL IMPROVEMENT FUND	$33,954,635	$26,823,812	$19,876,401	$8,737,482	$1,291,970	$-11,138,919	-56%	$1,687,235	$-7,050,247	-81%
038 EQUIPMENT REPLACEMENT CIP	$900,756	$1,267,319	$1,244,133	$208,076	$195,521	$-1,036,057	-83%	$208,076		
051 WATER FUND	$6,941,202	$6,663,470	$11,863,021	$9,006,154	$925,541	$-2,856,867	-24%	$4,722,025	$-4,284,129	-48%
055 GOLF COURSE FUND	$1,342,519	$1,165,727	$850,677	$682,498	$566,821	$-168,179	-20%	$714,443	$31,945	5%
057 TRANSPORTATION & PARKING FUND	$13,945,235	$13,703,979	$17,656,077	$11,032,213	$7,453,802	$-6,623,864	-38%	$8,276,573	$-2,755,640	-25%
062 FLEET SERVICES FUND	$178,226	$409,894	$521,502	$527,337	$498,878	$5,835	1%	$510,626	$-16,711	-3%
064 SELF INSURANCE FUND	$1,730,992	$1,867,103	$1,848,254	$1,213,954	$598,501	$-634,300	-34%	$879,652	$-334,302	-28%
070 SALES TAX REV BOND - DEBT SVS FUND	$1,822,996	$1,881,265	$1,958,852	$1,130,727	$1,914,167	$-828,125	-42%	$1,122,477	$-8,250	-1%
071 DEBT SERVICE FUND	$420,157	$408,246	$412,312	$385,922	$372,668	$-26,390	-6%	$358,544	$-27,378	-7%
Total Park City Municipal Corporation	**$65,094,339**	**$58,355,778**	**$60,205,009**	**$37,076,433**	**$18,043,090**	**$-23,128,576**	**-479%**	**$22,654,380**	**$-14,422,053**	**-181%**
Park City Redevelopment Agency										
033 REDEVELOPMENT AGENCY-LOWER PRK	$5,634,431	$7,823,811	$9,084,417	$9,746,734	$1,966,849	$662,317	7%	$2,731,085	$-7,015,649	-72%
034 REDEVELOPMENT AGENCY-MAIN ST	$1,728,313	$1,679,751	$1,397,569	$672,096	$586,683	$-725,473	-52%	$892,043	$219,947	33%
Total Park City Redevelopment Agency	**$7,362,744**	**$9,503,562**	**$10,481,986**	**$10,418,830**	**$2,553,532**	**$-63,156**	**-45%**	**$3,623,128**	**$-6,795,702**	**-39%**
Municipal Building Authority										
035 BUILDING AUTHORITY	$527,583	$518,071	$521,568	$275,087	$271,403	$-246,481	-47%	$278,087	$3,000	1%
Total Municipal Building Authority	**$527,583**	**$518,071**	**$521,568**	**$275,087**	**$271,403**	**$-246,481**	**-47%**	**$278,087**	**$3,000**	**1%**

Ordinance No.

ORDINANCE ADOPTING A REVISED BUDGET FOR FY 2013 AND A BUDGET FOR FY 2014 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES.

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

WHEREAS, a public hearing was held on April 29, May 2, May 9, May 30, June 6, June 13,2013, and one more scheduled for June 20, 2013 at the City Council's regularly scheduled meetings, complying with State law;

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

SECTION 1. REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on April 29, 2013 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the Revised FY 2012 Operating Budget for Park City Municipal Corporation and its related agencies.

SECTION 2. BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on April 29, 2013 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the budget for FY 2014 for Park City Municipal Corporation and its related agencies.

SECTION 3. CERTIFIED PROPERTY TAX RATE. The City's Budget Officer is authorized to compute and file the City's Certified Property Tax rate for FY 2014 at a "no tax increase rate". This ordinance hereby adopts the Certified Property Tax rate for FY 2014. The Budget Officer is also authorized to compute the City's Certified Property Tax rate for the issuance of General Obligation Bonds as approved by voters in November of 2001, 2002, 2006, and 2007.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect June 20, 2013 for the FY 2012 revised budget and July 1, 2014 for the FY 2014 budget.

PASSED AND ADOPTED this 20th day of June, 2013.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____
Mark D. Harrington, City Attorney

Ordinance No.______________

ORDINANCE ADOPTING THE FISCAL YEAR 2013 REVISED BUDGET AND THE FISCAL YEAR 2014 BUDGET FOR PARK CITY REDEVELOPMENT AGENCY

WHEREAS, Utah State law requires that city budgets be adopted by Ordinance; and

WHEREAS, a public hearing was held on April 29, May 2, May 9, May 30, June 6, June 13,2013, and one more scheduled for June 20, 2013 at the City Council's regularly scheduled meetings, complying with State law;

NOW, THEREFORE BE IT RESOLVED by the Redevelopment Agency of Park City, Utah that:

SECTION 1. BUDGET ADOPTED. The following revised budget is hereby adopted as the Fiscal Year 2013 Redevelopment Agency Revised Budget for Park City, Utah.

	Main Street	Park Avenue
Main Street DSF	$0	$0
Main Street CIP Fund	$2,594,569	$0
Lower Park Ave DSF	$0	$0
Lower Park Ave CIP Fund	$0	$11,345,418
Subtotal:	$2,594,569	$11,345,418
LESS:		
Interfund Transactions	$0	$0
Special Revenues	($5,000)	($26,000)
Beginning balance	($1,397,569)	($9,084,417)
Subtotal:	($1,402,569)	($9,110,417)
NET RDA TAX INCREMENT	$1,192,000	$2,235,001

SECTION 2. BUDGET ADOPTED. The following budget is hereby adopted as the Fiscal Year 2014 Redevelopment Agency Budget for Park City, Utah.

	Main Street	Park Avenue
Main Street DSF	$0	$0
Main Street CIP Fund	$2,806,139	$0
Lower Park Ave DSF	$0	$0
Lower Park Ave CIP Fund	$0	$14,748,819
Subtotal:	$2,806,139	$14,748,819
LESS:		
Interfund Transactions	$0	$0
Special Revenues	$0	$0
Beginning balance	($1,506,139)	($12,477,819)
Subtotal:	($1,506,139)	($12,477,819)
NET RDA TAX INCREMENT	$1,300,000	$2,271,000

SECTION 3. EFFECTIVE DATE. The Ordinance for the revised budget shall take effect on June 20, 2013 and the Ordinance for the budget shall take effect on July 1, 2013.

PASSED AND ADOPTED the 20th day of June, 2013.

PARK CITY REDEVELOPMENT AGENCY

Chairman Dana Williams

Attest:

Janet M. Scott, Deputy Secretary

Approved as to form:

Mark D. Harrington, City Attorney

Ordinance No.______________

ORDINANCE ADOPTING THE PARK CITY MUNICIPAL BUILDING AUTHORITY REVISED BUDGET FOR FISCAL YEAR 2013 AND THE BUDGET FOR FISCAL YEAR 2014

WHEREAS, Utah State law requires that city budgets be adopted by Ordinance; and

WHEREAS, a public hearing was held on April 29, May 2, May 9, May 30, June 6, June 13,2013, and one more scheduled for June 20, 2013 at the City Council's regularly scheduled meetings, complying with State law;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Building Authority of Park City, Utah that:

SECTION 1. BUDGET ADOPTED. The following revised budget is hereby adopted as the Fiscal Year 2013 Municipal Building Authority Revised Budget for Park City, Utah:

Debt Service Fund	$0
Capital Improvement Program	$524,568
Subtotal:	$524,568
LESS:	
Ending Balance	($275,087)
Subtotal:	($275,087)
TOTAL MBA BUDGET	$249,481

SECTION 2. BUDGET ADOPTED. The following budget is hereby adopted as the Fiscal Year 2014 Municipal Building Authority Budget for Park City, Utah:

Debt Service Fund	$0
Capital Improvement Program	$556,174
Subtotal:	$556,174
LESS:	
Ending Balance	($278,087)
Subtotal:	($278,087)
TOTAL MBA BUDGET	$278,087

SECTION 3. EFFECTIVE DATE. The Ordinance for the revised budget shall take effect on June 20, 2013, the Ordinance for the budget shall take effect on July 1, 2013.

PASSED AND ADOPTED this 20^{th} day of June, 2013.

PARK CITY MUNICIPAL BUILDING AUTHORITY

Chairman Dana Williams

Attest:

Janet M. Scott, Deputy Secretary

Approved as to form:

Mark D. Harrington, City Attorney

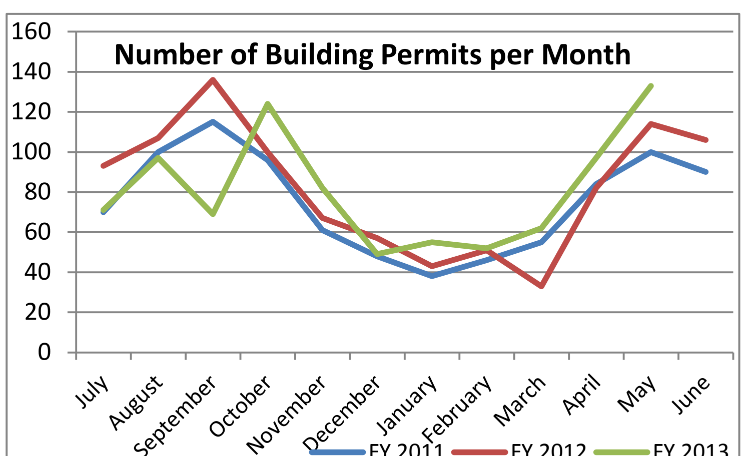
Building Revenue Study

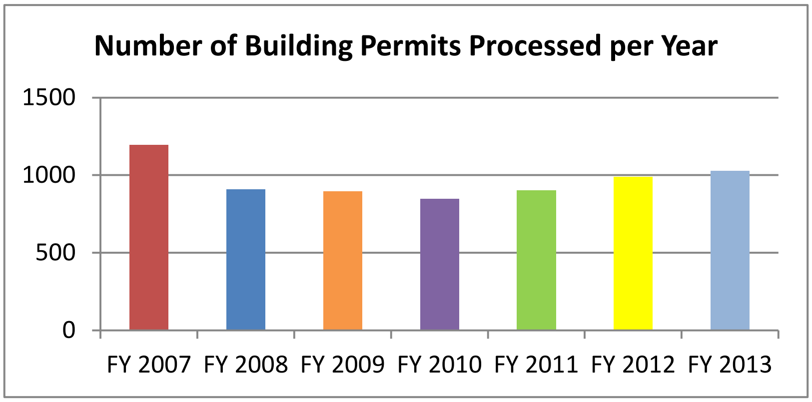
Due to an increase in the Building Department's expected workload, resulting mostly from an increase in the number of building permits expected to be processed, the Building Department is requesting an additional senior inspector for the next six to twelve months. Demand for plan reviews and inspections is projected to increase over the next couple of months. The solution to handling the increase in demand for plan reviews is to recommend that developers/contractors go to an outside company and pay a higher price in order to expedite the process. Currently it takes longer than 25 days for a plan review to go to permit. This solution would come at zero cost to the city.

Contracting an additional senior inspector for six months is one possible solution to the increase in inspection demand. The purpose of this memo is to ascertain if there is evidence that building permit and plan check fee revenue will be above that which is currently budgeted for FY 2014, enough to justify hiring a senior inspector for six months' time. The amount currently budgeted for a year round senior inspector is $101,033. In this case we need to budget approximately $50,000 for a new building inspector, because it would be for only six months and some health benefits that are given to a full-time inspector would not be given. In order to cover this $50,000 increase in expenses, building permit and plan check revenues for FY 2014 need to be at least $900,000 (currently building permit and plan check revenues are budgeted at $850,000) in order to justify the extra senior inspector. The best indicators of increased revenue are various historical trends. This memo examines building valuation, plan check and permit fee trends for the last 13 years as well as the trend in the number of building permits issued over the past three years.

<u>Building Valuation and Fee Trends:</u> Building valuations determine what the fees for Plan checks and building permits will be. Because future building valuations are not available, historical building valuations are the only available data which might predict revenue for the coming fiscal year. Unfortunately historical building valuation data has a lot of variation which makes any trends predicted from this data not very reliable. Using 13 years of historical building valuation data it can be predicted that the building valuation for FY 2014 will be about $85,590,000 (about $20-$23 million more than FY 2013) and the revenue will be about $1,060,000 (about $300,000 more than FY 2013). These projections can't be relied on very heavily though as evidenced by the confidence interval. With 95% confidence we can say that building valuations will be between $28.5 million and $150 million and that revenue will be between $340,000 and $1,800,000 for FY 2014. What this means is that there is so much variation in the historical data, that predicting next year's valuations can't be done with any kind of accuracy.

<u>Building Permit Trends:</u> The number of permits processed per month cannot predict the revenue generated from those permits with reliability due to the variability in the amount of revenue generated from a single building permit. Looking at the overall trend of permits processed per month can, at best, provide a general idea of the coming



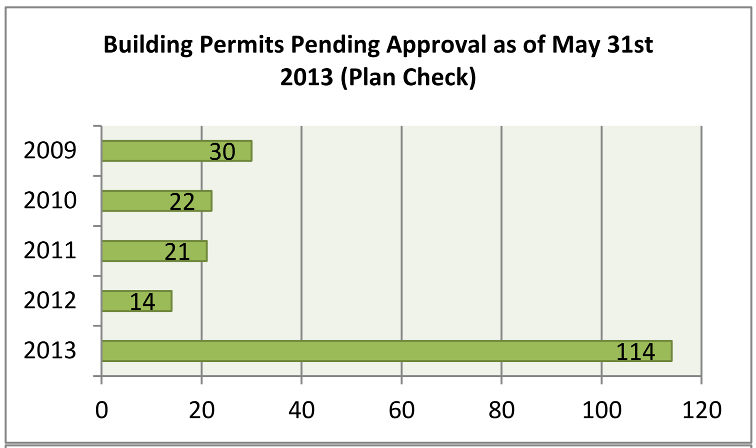


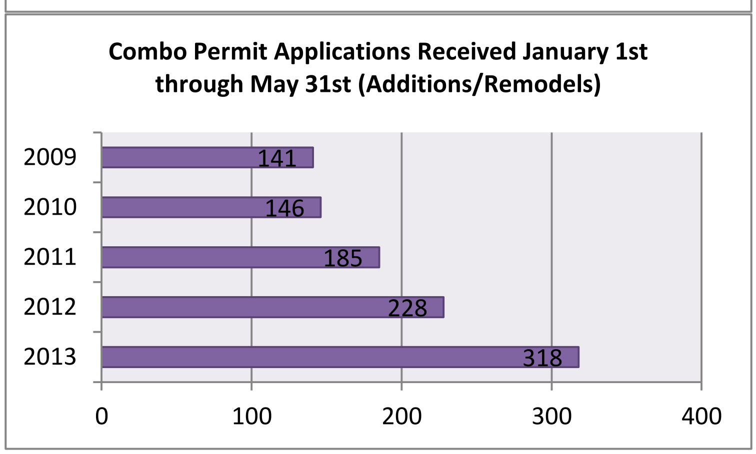
*Projection for June FY 2013 included

workload. Looking at the last three years, FY 2013 has had a higher number of processed permits in recent months when compared with the same months in the two previous years. This may indicate that this trend will continue into June of FY 2013 as well as FY 2014.

The steadily upward sloping trend of a growing number of building permits processed per month can also be seen by observing the total amount of building permits processed in a year over the past seven years. This also indicates that FY 2013 has had an increase in building permits over recent years.

An indicator of revenue in the near future is provided by analyzing the number of building permits that are currently pending as compared to the number in previous years at the same period in time. These statistics are shown in the following two graphs. These two graphs indicate a much higher number of permits waiting to be processed this year in comparison with the previous four years. It is not guaranteed that this will mean higher revenue in the coming months, because in the last six months the number of permits processed has been consistently higher than in previous years, while revenue has been lower in the last six months than in previous years. A further indicator is found in the increased number of planning applications that have been submitted to the planning department in recent months, with a 31% increase of applications in April 2013 when compared with April 2012. Appendix A is an excerpt from the Planning Department need assessment, which explains this recent increase.



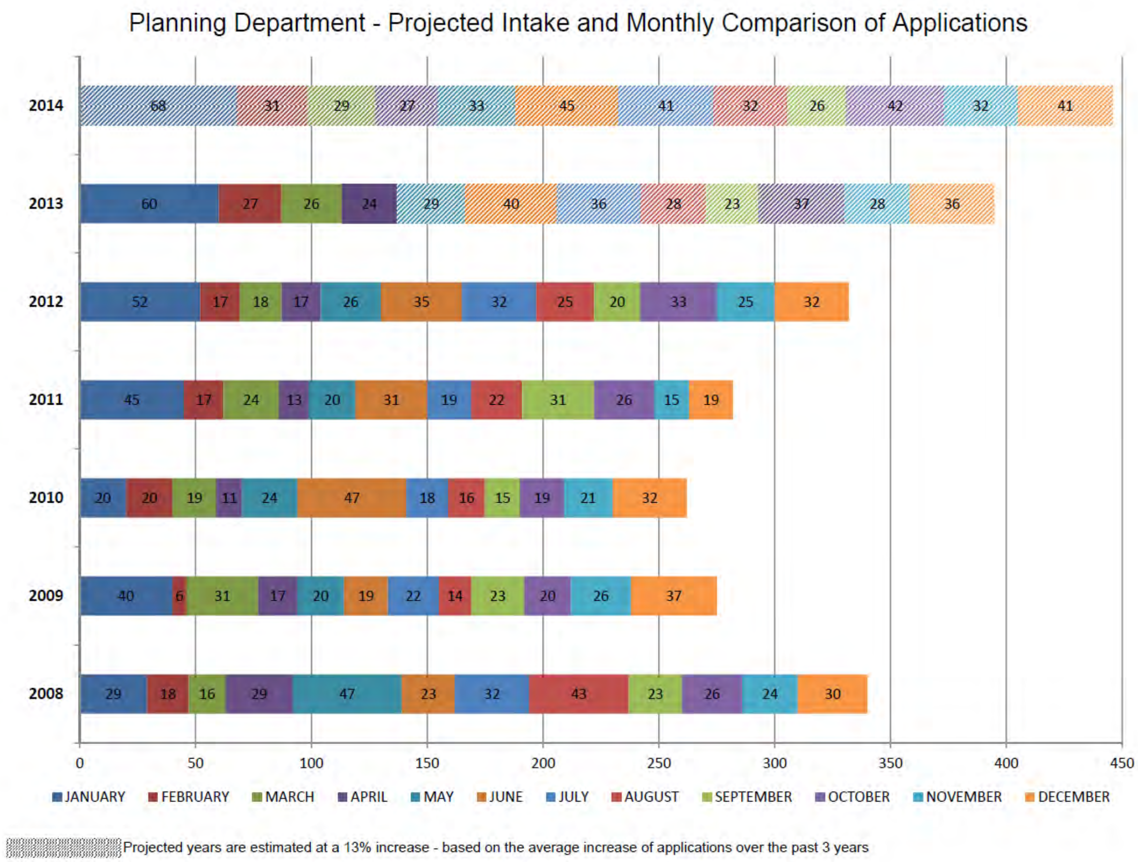


Budget Recommendation: The upward trend, in recent months, of processed permits and the permits that are currently pending in addition to the general trends of previous years' revenue and the rising values of new construction point towards a higher building permit and plan check revenue next year in comparison with this year. Piecing together all of the previous indicators it is likely that revenue next year will be higher than is currently budgeted. Nothing can be projected with certainty, but it is clear that Building has an increased workload and that this workload should remain increased in the near future due to the increase in plan applications. This increase in workload will likely result in at least a $50,000 increase over the budgeted revenues for FY 2014. Because of this increased revenue and workload it is recommended that a senior inspector be hired for the next six months so as to allow the Building Department to meet the demands placed upon them. After six months' time it would be prudent to review the actual revenues for the summer and determine if employing the senior inspector for a longer amount of time can be justified by the revenue generated.

Building Recommendation: Building recommends having a senior inspector for 12 months contracted on a month-to-month basis. The inspector would be employed through January, would be terminated for February and March and then hired again for April as spring construction starts up. This is recommended due to a concern that the workload will be just as heavy next spring as it is this spring. Employing the inspector for ten months as opposed to six would increase the required revenue by about $34,000, from $900,000 to $934,000. It is not clear whether revenue will be able to cover this increase in addition to the revenue increase required to justify the six month contract position.

Appendix A: Planning Department Needs Assessment

Over the course of the last two years planning apps have increased on average 13%. In fact, through the end of April, Planning apps are up 31% from last calendar year!



ATTACHMENT F

Park City Municipal Corporation
Policies and Procedures Do Not Constitute a Contract

The information contained in this policies and procedures manual was prepared as a guide to provide employees a better understanding of the responsibilities and obligations of employment with Park City Municipal (“City”). The policies and procedures stated in this manual and in other personnel statements or materials issued by the City are not intended to create either express or implied contract rights respecting the procedures, terms, conditions, or duration of employment nor any other obligation or liability on the part of the City. The City hereby reserves the right and authorizes the City Manager to unilaterally alter, amend or revoke any policy, practice or procedure without notice at any time and for any reason. The City’s affirmative prohibition of certain discriminatory or other conduct does not create any contract, duty, obligation or liability on the part of the City.

Section One (1)
GENERAL PROVISIONS

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

1.1 Interpretation

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

It is the responsibility of any city employee to be familiar with the policies and procedures of the City.

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

In the event that a supervisor/manager is unable to answer an employee's question, it is his/her responsibility to use this manual to obtain the needed information. If further interpretation is needed, the employee should contact the Human Resources Manager. Under no circumstances should a supervisor/manager answer any employee's questions when he/she is not sure of the accuracy of the answer or interpretation of the policy.

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

1.2 Applicability

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

1.3 Violations

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

1.4 Maintenance

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

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

1.5 Departmental Rules

Individual departments within the City may establish policies and rules that are more restrictive than those set forth in this manual. These department rules may not be less restrictive than the rules set forth herein. All department managers must provide Human Resources a copy of their department rules annually or at any time changes are made. An official copy of all department rules should be kept in Human Resources. All department rules must remain in compliance with applicable local ordinances, state and federal laws, rules and regulations.

1.6 Notice of Federal Employment Laws

Title IV of the Civil Rights Act of 1964, as amended, prohibits employment discrimination based on race, color, religion, sex and/or national origin and protects qualified applicants and employees in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment.

The Americans with Disabilities Act of 1990 (ADA), as amended, including the Americans with Disabilities Act Amendments of 2008 (ADAA), prohibits discrimination on the basis of disability and protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship on the employer. The law covers applicants and employees of local governments including Park City Municipal Corporation.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, protects employee privacy as it relates to treatment of pre-existing conditions, certificates of credible coverage, special enrollment right, availability of coverage, non-discrimination and protected health information.

The Age Discrimination in Employment Act of 1967 (ADEA), as amended, protects applicants and employees ages 40 years and older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

Title II of the Genetic Information Nondiscrimination Act of 2008 protects employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. It prohibits employers from acquiring genetic information from applicants, employees or their family members.

The Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives federal financial assistance. Discrimination is prohibited in all aspects of employment against disabled persons who, with reasonable accommodation, can perform the essential functions of a job.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all these federal laws.

The Consolidated Omnibus Reconciliation Act of 1986 (COBRA) allows certain terminated employees, their spouses, and dependent children to continue medical and dental coverage under the group plan at their own costs for a period not to exceed 18 months, in most cases, and up to 29 to 36 months in some cases. For more information go to the U.S Department of Labor website at www.dol.gov.

The Family and Medical Leave Act of 1993 (FMLA) grants eligible employees the statutory right to take unpaid leave under specified circumstances. There are two separate types of leave along with applicable requirements. FMLA applies to all City employees who have met certain conditions. For more information go to the U.S Department of Labor website at www.dol.gov and the Park City Municipal Benefits Manual.

If you believe that you have been discriminated against under any of the above laws, please contact the Human Resources Department, the Legal Department or the City Manager.

Section Two (2)
EMPLOYMENT

2.1 Equal Employment Opportunity

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

2.2 Appointments

Employees' jobs are governed by the Fair Labor Standards Act (FLSA) and are either "exempt" or "nonexempt." Nonexempt employees are entitled to overtime pay. Exempt employees are not entitled to overtime pay.

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

a. Probationary Appointment

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

A manager may recommend an employee be changed from probationary status to regular status in less than six months for non-Public Safety employees and in less than twelve months in the case of Public Safety employees for exemplary performance. The Department Manager must forward written justification along with the Personnel Action Form (PAF) to the Human Resources Department for review and submission to the City Manager for final approval. Only under specially approved circumstances will an employee be allowed to serve a probationary period of less than three months. The probationary period may be extended beyond the initial six or twelve month period for up to six additional months if the employee's performance has been marginal or if there are any other performance, attitude, ethics and/or code of conduct issues which warrant extending the probationary period. A written performance evaluation must accompany any probationary period extension and an additional written evaluation will be required at the end of the extended period. A manager may award a pay increase as part of the evaluation based on performance, but probationary employees are not eligible for a lump merit increase for the time they are on probation.

Extensions require the approval of the City Manager. Probationary periods and restrictions for a promotion or transfer may be modified and/or waived with approval by the City Manager. During the probationary period, any probationary employee may be terminated by the City Manager at any time with or without cause and without progressive discipline.

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

b. Full-Time Regular Appointment

~~A full-time regular status appointment indicates that an employee has successfully completed his/her probationary period and will fill a budgeted position pursuant to U.C.A. Section 10-3-1105, as amended.~~

A full-time regular non-exempt employee is expected to work a 40 hour work week. Full-time regular exempt employees are expected to work whatever hours are necessary to accomplish the job duties and standards of their exempt position without the availability of overtime or administrative leave. All full-time regular employees must work no less than an average of 32 hours per week during the course of any month ~~fiscal year (July 1 – June 30)~~ to qualify for full-time regular status and therefore remain eligible for the City's core benefits. (See the Employee Benefits Manual, the employee portal (ep.parkcity.org) or contact Human Resources for benefit details).

A full-time regular status appointment indicates that an employee has successfully completed his/her probationary period and will fill a budgeted position pursuant to U.C.A. Section 10-3-1105, as amended.

c. Promotionary Probation Appointment

An employee who receives a promotion will normally serve a probationary period of the same duration as if the promotion were a full-time regular appointment. See guidelines for Probationary Appointments in Section 2.2.a. Probationary Appointment. The City Manager may approve a probationary period that is shorter in length than that of a full-time regular probationary appointment. Employees on Promotionary Probation may use vacation time.

d. Acting Appointment

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

e. Part-Time ~~Non-Benefited~~ Appointment

A part-time ~~non-benefited~~ appointment indicates an employee who may work between one and 1500~~32~~ hours per year (28.8 hours per week average) o~~p~~ver a 12-month period. ~~for an indefinite period of time.~~ Part-time appointments may be for a defined period of time or specific to project work, but may also be for an indefinite period of time. Part-time ~~non-benefited~~ employees with multiple appointments in the City may not work more than 1500~~32~~ hours total per 12-month period~~week~~ for all positions held. Employees and managers are expected to monitor time worked to maintain totals below allowable averages.

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

Under limited circumstances, should part-time employee hour averages rise to 30 hours per week over the City's Standard Measurement Period or an employee's Initial Measurement Period, they may become eligible for medical benefits if they meet one of the following criteria:

(i) From June 1 through May 31 (the City's Standard "Measurement Period") if an employee worked an average of at least 30 hours a week for the City during entire 12 month period. Medical Insurance eligibility would extend for a 12 month period and become effective July 1. **OR**

(ii) During the 12 month period beginning on the first of the month following an employee's hire date (the employee's new hire "Initial Measurement Period") if an employee worked an average of at least 30 hours a week for the City. Medical Insurance eligibility would extend for a 12 month period and become effective the first of the month following eligibility.

Part-time ~~non-benefited~~ positions are not eligible for core benefits other than those required by law such as Social Security, workers' compensation insurance, unemployment insurance, and Medicare. Part-time employees who gain eligibility to Medical Insurance are not eligible for other core benefits. Part-time ~~non-benefited~~ employees may be eligible for certain fringe benefits (See the Employee Benefits Manual, the employee portal (ep.parkcity.org) or contact Human Resources for details).

f. Seasonal Appointment

A seasonal appointment is an appointment to a position which is open during a specific season defined at the time of hire such as parks maintenance crews, golf employees, seasonal recreation program staff members, snow removal crews, etc. Seasonal positions involve labor performed on a seasonal basis where, ordinarily, the employment pertains to or is of the kind exclusively performed at certain seasons or period of the year and which, from its nature, may not be continuous or carried on throughout the year (29 CFR 500.20(s)(1)). Seasonal employees may work full-time or part-time hours.

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

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

(i) From June 1 through May 31 (the City's Standard "Measurement Period") if an employee worked an average of at least 30 hours a week for the City during entire 12 month period. Medical Insurance eligibility would extend for a 12 month period and become effective July 1. **OR**

(ii) During the 12 month period beginning on the first of the month following an employee's hire date (the employee's new hire "Initial Measurement Period") if an employee worked an average of at least 30 hours a week for the City. Medical Insurance eligibility would extend for a 12 month period and become effective the first of the month following eligibility.

Seasonal positions are not eligible for core benefits other than those required by law such as Social Security, Workers' Compensation Insurance, Unemployment Insurance and Medicare. Seasonal employees who gain eligibility to Medical Insurance are not eligible for other core benefits. Seasonal employees may be eligible for certain fringe benefits (See the Employee Benefits Manual, the employee portal (ep.parkcity.org) or contact Human Resources for details).

~~Examples of seasonal employees may include, but are not limited to:~~

- ~~Recreation instructors and soccer coaches, aquatics instructors, ice rink staff, softball and volleyball administrators, and lifeguards.~~
- ~~Golf employees, including rangers, starters, and golf pros.~~
- ~~Some public works employees including snow removal personnel, transit staff, and parks and golf course maintenance employees.~~

g. Special Employment Agreement

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

h. Volunteers

Departments utilizing the services of volunteers should refer to the Park City Municipal Corporation Administrative Policy on Volunteers and contact Human Resources prior to the recruitment of any volunteers. For volunteers under 18 years of age, see Section 2.8 Child Labor Underage Workers.

i. Community Service

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

j. Student Intern

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

2.3 Rehire Policy

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

It is the policy of the City not to rehire those employees who have been terminated for cause. Also, those who quit without giving the appropriate amount of written notice as specified may not be eligible for rehire.

A request for review may be made to the Human Resources Manager by any supervisor or manager interested in a former employee who has been terminated for cause or who gave insufficient notice upon resignation. Exceptions to this policy may be made by the City Manager.

The written request must show supportable evidence of the following:

1. Why the rehire would be in the best interest of Park City Municipal Corporation;
2. Conditions surrounding the original separation;
3. Why no one else suitable for the position can be transferred or recruited and what assets/qualifications the applicant possesses that outweigh those of other qualified applicants.

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

2.4 "Fitness for Duty" Medical Examinations

The City may require that any applicant complete a "fitness for duty" medical examination or functional analysis testing to determine whether or not an applicant can perform essential job functions with or without reasonable accommodation. Medical examinations are conducted at the conclusion of the hiring process and after the conditional job offer, but prior to the actual start date. Certain positions may also require a medical examination as part of state or federal regulations. City-requested medical examinations will be conducted at the City's expense.

The City may require any employee to complete a "fitness for duty" examination, employer EAP referral, or functional analysis testing if it believes an employee may not be physically or emotionally able to perform essential job functions or if necessary to determine whether an employee performing a physically demanding job continues to be fit for duty. The City may also require a "fitness for duty" examination after an employee returns from any extended leave including but not limited to short-term disability, long-term disability and return to work from personal or professional trauma, limited or light duty. City required examinations will be conducted by a provider of the City's choice or approval and at the City's expense.

2.5 Pre-Employment Drug Testing

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

2.6 Federally Required Drug Testing

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

2.7 Hiring Relatives

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

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

2.8 Child Labor Underage Workers

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

14-15 year-old restrictions:

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

16-17 year-old restrictions:

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

Minors, under the age of 18, are entitled to a meal period of at least 30 minutes not later than five hours from the beginning of their shift. A rest break is required for minors of at least 10 minutes for every three hour period or part thereof that is worked.

The City also requires a signed note from the parents or legal guardian of any individual under 16 years of age acknowledging and approving work duties to be submitted with any new hire paperwork.

Section Three (3)
CHANGE IN EMPLOYMENT STATUS

3.1 Transfer

A transfer is the appointment of an employee to a new position. Employees who are transferred are subject to a probationary period. See Section 2.2 a. Probationary Appointment for details.

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

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

Certain transfers are subject to appeal as described in Section 6.3 ETDAB Appeal Rights and Procedures in this manual.

3.2 Promotions

Promotion is the appointment of an employee to a position in a higher classification and/or salary range.

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

When an employee is promoted to a higher position classification, the employee shall be eligible for an increase in pay within the pay range of the higher position classification. The exact percentage of the increase shall be recommended by the Department Manager, reviewed by the Human Resources Manager and submitted to the City Manager for final approval. The employee's new pay rate should be within the range for the pay grade assigned to that position and generally no more than the new hire maximum. Employees who are promoted to a new position are subject to a probationary period. See Section 2.2 a. Probationary Appointment for details.

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

3.3 Transfer for Disciplinary Reasons (Demotion)

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

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

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

3.4 Department Reorganization

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

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

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

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

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

3.5 Resignation & Discharge

To resign in good standing, exempt and non-exempt employees must give the City Manager two calendar weeks' prior notice with the exception of and Management Team who must give the City Manager four calendar weeks prior notice. The department manager or supervisor shall submit the resignation to the Human Resources Manager. The Human Resources Manager will forward the resignation to the City Manager. Employees may not use vacation hours in lieu of straight time hours during their final two or four week notice period.

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

The City Manager may discharge any employee of Park City Municipal Corporation at any time subject to U.C.A. Section 10-3-1105(1), as amended, and to appeal described in Section Six (6). See Section 2.2 Appointments. A discharge may be cause for denial of future employment with the City, as well as ineligibility of vacation balances (See section 4.23 Vacation Pay).

3.6 Reduction In Force

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

3.7 Final Paycheck

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

3.8 Separation Agreement

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

Section Four (4)
Employee Pay and Work Practices

4.1 Classification & Pay: Plan and Administration

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

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

4.2 Employee Pay

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

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

4.3 Work Week & Pay Periods

Park City Municipal Corporation operates its payroll system on a biweekly time period. The biweekly pay period is defined as the two-week period commencing at 12:01 a.m. Sunday and running to 12:00 midnight Saturday of the following week, running concurrently with the two-week period used to compute payroll. The standard work week for all non-public safety personnel at Park City Municipal Corporation begins on Sunday and ends Saturday of the same week. The standard work week for all public safety personnel is defined by the biweekly pay period of 80 hours. Time must be approved by Noon on the Monday following the end of the pay period. The normal work week for full-time regular employees is 40 hours per week, with the exception of public safety personnel which is the biweekly pay period of 80 hours.

Employees are paid every other Friday for the proceeding pay period. Employees not participating in a direct deposit program may pick up their paychecks beginning at Noon in a location designated by department managers on the respective payday. Checks remaining in Finance after 3:00 p.m. on any payday will be mailed to the address on file.

4.4 Break Time and Lunch Period

Policies covering break time and lunch periods vary by department. Employees should contact their Department Manager or the Human Resources Department. For lunch and break period requirements for employees under 18 years of age, see Section 2.8 Child Labor Underage Workers.

For break time requirements for nursing mothers, see Section 4.18.a. Medical Maternity Leave.

4.5 Time Keeping

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

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

Non-exempt employees are required to clock in or out using their department’s approved time keeping method at the beginning and end of each shift and during unpaid meal breaks. Employees who fail to appropriately check in or out of work must have the hours for that day verified according to their supervisor’s or department’s policy and have appropriate corrections made in the timekeeping system by an immediate supervisor.

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

Falsification of time clock entries no matter what method used, or allowing any employee to punch in or out for another employee is prohibited and can result in immediate and severe disciplinary action, up to and including termination. Should any discrepancy occur in a time clock entry, employees should contact their supervisor immediately. Any team member or supervisor who signs another employee’s timesheet is accountable for the verification and accuracy of the time declared.

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

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

4.6 Overtime

For non-exempt and non- public safety employees, overtime is time in excess of a 40-hour work week. For non-exempt public safety employees, overtime is defined as those hours worked in excess of 80 hours during the biweekly pay period.

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

An employee must obtain his/her supervisor's approval for overtime hours prior to working overtime hours. Each department has general rules relating to overtime. Employees should consult their supervisor or department manager for clarification on department specific practices. All hourly employees without overtime approval from their supervisor are required to conclude their day's work at the established quitting time.

4.7 Garnishments & Wage Attachments

Occasionally the City will be served with a Garnishment Writ of Execution or wage attachments against an employee's wages. The City is required by law to comply with properly served garnishments. Garnishments create additional workload for City staff and therefore employees are urged to arrange promptly for the discharging of any amount of judgment against them. If the garnishment cannot be paid outright, it is suggested that an agreement to make periodic payments be arranged until the judgment is discharged. Alternatively, the employee should make arrangements for a loan to pay off the judgment.

4.8 Payroll Deductions

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

4.9 Flex Schedules

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

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

4.10 Telecommuting

The City confirms its commitment to assisting employees in developing a work-life balance by supporting the use of telecommuting, when it is reasonable and practical to do so and when operational needs will not be adversely affected. It can also reduce absenteeism in certain situations and improve productivity. Telecommuting allows an employee to work from home all, or part of, their regular workweek. Telecommuting is not intended to permit employees to have time to work at other jobs or run their own businesses. It is not an entitlement or a Citywide benefit, and can be altered or terminated at any time with or without notice, pursuant to City needs.

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

4.11 Absences & Tardiness

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

If an employee is going to be late or absent for any reason, he/she shall contact his/her supervisor or their designee at least one hour prior to their regular starting time. It is the employee's responsibility to ensure that proper notification is given. Leaving voice mail messages is not considered proper notice unless authorized by department supervisor; asking another employee, friend or relative to give this notification is acceptable only under emergency circumstances.

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

Employees who exhibit a pattern of absences (three or more occurrences of two consecutive work day absences or more than 40 hours) in any three-month period may be required to furnish a doctor's note from a certified medical provider verifying each occurrence of illness until the employee's pattern of absences ceases.

Patterns of absences include but are not limited to Monday and Friday absences, absences prior to scheduled time off, holidays or sick leave taken on more than two consecutive scheduled work days in any month. This applies to both non-exempt and exempt employees.

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

4.12 Salary Increase and Performance Evaluations

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

a. Position Reclassification Due to Pay Plan Review or Market Salary Adjustment

Council may approve an adjustment to pay plan grade levels. An employee whose current classification is moved to a higher pay grade will move into the new grade at their current wage or the minimum wage of the grade, whichever is greater.

b. Merit Increase to Employee Pay

All employees meeting expectations with no performance issues raised in the most recent evaluation will be eligible for an increase up to 5% up to working level. Employees who receive a performance review rating of "consistently demonstrating excellence" for two consecutive performance evaluations may be eligible for an increase up to 5% up to the top of their current grade. Merit increases in pay must be effective concurrent with the annual performance review process effective January 1 of each year. Employees may receive no more than 5% total merit increase within a 12 month period.

If an employee's salary is above the Working Level or Top of Range rate for his/her position classification because the position was redlined due to employee transfer, etc. regardless of the reason, any increase will be calculated and treated as though the employee was at the working level salary or Top of Range, whichever is applicable.

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

c. Performance Reviews

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

Realistic rating of each employee's performance should be conducted, and result in appropriate recognition of differences in individual performance. Eligibility for salary increases within a specific job is based upon how well an employee performs during any given review period. It is therefore essential that performance be formally reviewed and proper documentation is submitted to the Human Resources Department.

All written employee performance reviews, including self-evaluations and any actions resulting from the review shall become a part of the employee's permanent personnel file. Employees shall not be eligible for pay raises unless a written evaluation of the employee's performance is included with the pay raise request.

A performance review does not precipitate a salary adjustment. The program should not be construed as authorizing annual increases for employees. Annual performance reviews should be done whether or not the employee is being recommended for salary increase and/or lump merit. (See the Performance Reviews Manual for review process requirements and details).

Full-Time Regular Employee Reviews

Full-time regular employees will receive a performance evaluation for the review period of November 1 to October 31. Performance evaluation pay and bonuses are effective January 1 of the year preceding the evaluation. Full-Time regular employees may be eligible for a lump merit of up to 7% annually subject to performance which exceeds expectations, budget constraints and revenue availability. The amount of the performance lump merit will not result in a permanent increase to salary for that position. The City will, however, make retirement contributions on performance lump merits (lump sum) consistent with contributions on base pay.

Each employee who meets the standard identified in the job description of his/her position in their performance review will be eligible to receive a percentage of salary increase up to 5% until such time they reach working level. In addition, an employee exceeding his/her performance goals may receive a lump merit up to the annual percentage while an employee who has been performing at or below competency levels may receive no lump merit. Employees who consistently demonstrate excellence in job duties and standards and exceed expectations in all other areas of their performance evaluations for two consecutive years may be eligible for pay increases beyond working level to the grade maximum, up to 5% per twelve month period.

Proposed pay raises and lump merits shall be recommended by the Department Manager and approved by the City Manager or, in the case of part-time ~~non-benefited~~ employees, the Human Resources Manager as the City Manager's designee.

No time spent on leave-without-pay will count toward lump merit eligibility. If the employee is on leave-without-pay status for over 30 days, no time spent in leave-without-pay over 30 calendar days will count toward merit increase eligibility. The new effective service date will be extended on a day-to-day basis with time taken for leave-without-pay calculated. Time considered as leave without pay includes Short-Term Disability (STD), unpaid Worker's Compensation Leave (WC), Long-Term Disability (LTD), Family Medical Leave (FMLA), Unpaid Leave and mandatory unpaid leave due to disciplinary actions.

For information on Part Time, Student Intern & Seasonal Employee Reviews, see section 4.13 Bonuses.

d. Pay Upon Promotion

When a full-time regular status employee is promoted to a higher position classification, the employee shall be eligible for an increase in pay within the pay range of the higher position classification. The percentage of the increase shall be recommended by the Department Manager and submitted to the Human Resources Manager for review. Following review, the Human Resources Manager shall submit the recommendation to the City Manager for final approval. Only on special approval by the City Manager will an employee be allowed to immediately move to the working level of the pay range in which they are being promoted.

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

4.13 Bonuses

a. Purpose

The bonus program is designed to provide recognition for a specific incident that goes above and beyond an employee's normal job duties, as well as recognition for safety, accident record, and/or other on-the-job accomplishments and contributions.

b. Bonus Categories

1. Instant Bonus

Any employee may nominate another employee for an instant bonus to a maximum of $100.00 with the Human Resources Manager's and the nominee's Manager's approval. Instant bonuses may be grossed up in the payroll system if the request for gross up is reflected on the Personnel Action Form (PAF)

2. Cost Savings Bonus - Outside Normal Job Duties or Description

Any employee may receive up to 10% of cost savings not to exceed $3,000.00 that would be realized in the first year following the implementation of an employee's cost savings idea. Any cost savings bonus requires prior written approval of the City Manager. Nominations must be in writing and forwarded to the Human Resources Department. The cost savings idea must be outside of an employee's normal job duties or job description. Cost savings bonuses may not be grossed up in the payroll system.

3. Merit Bonus

A merit bonus of up to $400.00 may be recommended for a full-time regular exempt or non-exempt employee by his/her supervisor at any time throughout the year. Merit bonuses should be reserved for the most productive and estimable performances. They should be based upon the employee's contribution to a department or City essential project, completion of a specific project milestone, exceptional meritorious performance, and/or acknowledgement of efforts during particularly challenging work. Any meritorious bonus over $100.00 must be approved by the City Manager. Projects or events that become ongoing will not be given a merit bonus beyond the year of implementation. Merit bonuses may be grossed up in the payroll system only with City Manager approval.

4. Part-Time ~~Non-Benefited~~ and/or Seasonal Employee End-of-Season Bonus

A part-time ~~non-benefited~~ and/or seasonal employee who is not eligible for performance or pro shop bonus programs may receive a bonus based on approved end–of-season time and shift requirements, safety, accident record, and/or other on-the-job accomplishments, contributions and specific department criteria. Each department with retention/end-of-season bonus programs must have the criteria by which the bonus is calculated approved by the City Manager and on file in Human Resources before any bonus is approved. All end-of-season bonuses over $100.00 must be approved by the City Manager. End-of-season bonuses are funded by individual departments and should be budgeted accordingly. These bonuses may not be grossed up in the payroll system.

5. Part-time ~~Non-Benefited~~ Employee Performance Bonus

Human Resources provides funding for part-time ~~non-benefited~~ employee performance bonuses. A department manager who has staff that may be eligible for this bonus program must provide a list of positions and employees who may be eligible, and an estimate of the maximum amount of bonus for the employee in that position based on 4% of the annual hours worked at the employee's current rate of pay.

Each department requesting part-time ~~non-benefited~~ employee performance bonuses must have the criteria by which the bonus is calculated and the employees eligible approved by the City Manager and on file in Human Resources. All part-time non-benefitted employee performance bonuses over $100.00 must be approved by the City Manager. These bonuses may not be grossed up in the payroll system.

6. Part-time ~~Non-Benefited~~ and/or Seasonal Employee Pro Shop Bonus

Any employee who may be eligible to receive a bonus based on sales or pro shop revenue calculations and is not eligible for any other end-of-season or performance bonus programs may receive a bonus based on sales or pro shop revenue generation. Pro Shop Bonuses are only offered to those part-time ~~non-benefited~~ and/or seasonal employees that actually work in pro shops of certain City departments such as the Racquet Club and the Golf Course. All Pro Shop Bonuses over $100.00 must be approved by the City Manager. These bonuses may not be grossed up in the payroll system.

7. Perfect Attendance Bonus

To reward full-time regular, non-exempt employees who have been released from probation and who do not use Sick Leave, Sick Leave FMLA, Sick Leave Family, Sick Leave Family FMLA, disability or Workers' Compensation hours, the following incentive will be provided: For each quarter (Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec) of perfect attendance, full-time regular employees will receive a $100 bonus. If the employee has perfect attendance for the entire calendar year, he/she will receive an additional $200 at the end of the corresponding year. The bonuses will be paid within 30 days after the end of the quarter. Perfect attendance bonuses do not apply to employees on short- or long-term disability, or employees off work due to a Workers' Compensation related injury. Perfect Attendance Bonuses may be suspended at any time for any reason by the City Manager. Exempt employees are not eligible for this incentive.

c. Documentation and Procedure

Any department requesting performance, pro shop, or end-of-season bonuses for part-time ~~non-benefited~~ employees must have the criteria by which the bonus is calculated, the employees' eligibility approved by the City Manager and on file in Human Resources.

A written memorandum articulating the specific reasons and/or employee eligibility must be submitted to Human Resources and approved by the City Manager prior to bonus recommendations. This documentation must be completed for each employee evaluated, and accompany a Personnel Action Form (PAF) with the appropriate approvals to the Human Resources Department for processing.

Part-time ~~non-benefited~~ and/or seasonal employees are eligible for only one bonus. They are eligible for either a performance bonus, an end-of-season bonus, or a pro shop bonus. Full-time regular or employees under Special employment agreements are not eligible for end-of-season or pro shop bonuses.

4.14 Release Time

As part of the City's wellness program and with prior supervisory approval, eligible employees may be granted 30-60 minute periods, up to a maximum of 90 total minutes per week, to participate in an approved physical activity. Release time may only be granted during an employee's regularly scheduled work hours, at the beginning or end of their work shift or in conjunction with their lunch hour (provided the lunch break is not taken at the end or beginning of the shift). Release time is considered "non-productive" time, and is not included in overtime calculations. Release Time must be pre-approved by supervisors at any time depending on department needs. This time will be recorded as Release Time on timesheets.

4.15 On-Call Pay

On-call employees shall receive $15.00 per day and a two hour minimum pay per call out. Except for emergencies when phone conversations are necessary, travel time to and from work is considered non-productive time and therefore is not paid. On-call employees may be provided with a City vehicle which shall be used only by the employee for on-call emergencies.

On-call employees shall strictly adhere to all City policies and procedures and in particular Section 5.11 Use of Drugs and Alcohol of this manual. On-call employees shall not drive City vehicles or perform on-call emergency services while under the influence of drugs (legal or illegal) or alcohol.

This on-call policy does not apply to Police Officers or exempt employees.

4.16 Sick Leave & Sick Leave FMLA

Sick leave is leave with pay granted to a full-time regular employee who is suffering from an illness or a disability which prevents him/her from performing his/her usual duties and responsibilities. If an employee is sick, he/she will be paid at his/her regular pay rate for work hours missed due to the illness up to 120 hours per illness or occurrence.

When an employee is absent due to illness, doctor's appointment, or dental appointment, the time will be recorded as Sick Leave on time sheets. Employees taking more than two consecutive work days as leave will be required to provide documentation of illness or medical necessity from a physician upon return to work to their supervisor, team or the Human Resources department. Supervisors or teams receiving sick leave notes from employees should forward them to the Human Resources department immediately. It is the responsibility of the supervisor or team to monitor the amount of sick time being used and deal with abusers through the formal disciplinary procedures as provided in Section 5.14 Disciplinary Procedures. Employees with consistent patterns of sick leave, whether on paid or unpaid leave status, may be subject to disciplinary action up to and including termination. Consistent patterns of illness may include Monday and Friday absences, or consistent sick leave taken in any month or over a period of several months. This applies to both non-exempt and exempt status employees.

All non-emergency, medically necessary surgeries or procedures requiring leave beyond 21 consecutive days must be approved in advance. The request must be accompanied by a physician's note which must specify medical necessity, prognosis, probable return to work date and fitness for duty status. At the end of 21 consecutive days due to the employee's illness, employees will be placed on Short-Term Disability status and may opt to supplement his/her pay with a vacation payout. See section 4.23 Vacation Pay. No more than a maximum of 120 hours of Sick Leave may be used either consecutively or non-consecutively by an employee for the same occurrence of illness or medical condition.

Employees returning to work with work restrictions must adhere to Sections 4.20 Return to Work from Medical Leave & 4.21 Light Duty policies. Employees may not substitute Vacation hours to supplement or to receive perfect attendance bonuses, or for any other reason.

Sick Leave used by employees considered to have a serious medical condition will also be counted toward the 12 weeks of eligibility for Family Medical Leave and time will be recorded as Sick Leave FMLA on time sheets. See section 4.19 Family Medical Leave. Sick leave and perfect attendance bonuses are part of the City's core benefits package.

4.17 Sick Leave Family & Sick Leave Family FMLA

Sick Leave Family is paid leave granted to eligible employees due to an Illness in his/her immediate family which requires the presence of the employee as primary care giver. For the purpose of this policy, immediate family is defined as dependents, children, spouse, parents, domestic partner and legal guardian. Employees taking more than two consecutive days for qualified family illness will be required to provide documentation of illness or medical necessity from a physician upon return to work.

Employees are allowed a maximum of 120 Sick Leave Family hours per 12-month period. The 12-month period of leave is considered as a rolling 12-month period, which is measured backward from the date the leave is used.

After 120 hours of Sick Leave Family due to the same occurrence of illness or medical condition of a member of the employee's immediate family, where an employee is designated by a medical provider or physician as the primary care giver, an employee may be allowed additional unpaid leave as designated and regulated by the Family Medical Leave Act (FMLA). An employee may supplement unpaid time with a vacation payout. See sections 4.23 Vacation Pay and 4.19 Family Medical Leave.

Employees returning to work after caring for an immediate family member for more than 2 consecutive scheduled work days must adhere to Sections 4.20 Return to Work from Medical Leave. Employees may not substitute Vacation hours to supplement or to receive perfect attendance bonuses, or for any other reason.

Sick Leave Family used by employees whose immediate family member is considered to have a serious medical condition will also be counted toward the 12 weeks of eligibility for Family Medical Leave and time will be recorded as Sick Leave Family FMLA on time sheets. See section 4.19 Family Medical Leave. Sick leave and perfect attendance bonuses are part of the City's core benefits package.

4.18 Parental Leave

a. Medical Maternity Leave

A total paid leave of 240 Medical Maternity hours will be granted to female, full-time regular employees for pre-partum and post-partum care and/or recovery. This includes pre-birth doctor's visits and sick leave due to maternity care. Once medical maternity leave hours are exhausted, additional unpaid hours may be granted under the Family Medical Leave Act and an employee may supplement unpaid time with a vacation payout. See Section 4.22 Vacation Pay. Paid Medical Maternity hours will be counted towards the 12 weeks of leave allowed by the Family Medical Leave Act. See Section 4.18 Family Medical Leave. Once maternity leave hours are exhausted, maternity care is not eligible for sick leave coverage. Only full-time regular employees are eligible for Medical Maternity Leave. Medical Maternity Leave is part of the City's core benefits package. Upon return to work, nursing mothers are eligible to reasonable unpaid breaks during work time to express milk for their infants for one year after the child is born. A location other than a bathroom will be provided which is shielded from view and free from intrusion from co-workers and the public.

b. Paternal Leave to Provide Care/Assistance to Mother and/or Child

Paternal Leave up to 40 hours with pay will be granted to a father or domestic partner to provide care and assistance for the birth or adoption of a child and/or his/her mother. Once paternal leave hours are exhausted, additional unpaid hours may be granted under the Family Medical Leave Act (FMLA). Paid Paternity Leave hours will be counted towards the 12 weeks of leave allowed by the Family Medical Leave Act. See Section 4.19 Family Medical Leave. Once paternal leave hours are exhausted, Paternal Leave is not considered Family Illness unless specifically designated as such by a physician. Only full-time regular employees are eligible for Paternal Leave. Paternal Leave is part of the City's core benefits package.

c. Coordination with Family Medical Leave Policy

Medical Maternity and Paternity Leave is counted toward the 12 weeks of eligibility for Family Medical Leave. See Section 4.19 Family Medical Leave.

4.19 Family Medical Leave

The Family and Medical Leave Act of 1993 (FMLA) grants eligible employees the statutory right to take unpaid leave under specified circumstances. This policy applies to all City employees who have met all of the following conditions:

- worked for the City a minimum of 1,250 hours in the 1 year period immediately preceding the request for leave.
- worked for the City for a total of 12 months. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more will not be counted unless the break was occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation.
- be an active employee.

There are two separate types of leave along with applicable requirements:

Medical and/or Qualifying Exigency Leave: eligible employees are entitled to take up to 12 weeks (480 hours) of leave during a 12-month period for any of the following:

- the birth and care of a newborn child of the employee,
- placement with the employee of a son or daughter for adoption or foster care,
- to care for a spouse, child, dependent, domestic partner and/or parent with a serious health condition,
- a serious health condition that makes the employee unable to perform his/her job functions
- if the employee's spouse, child or parent who is a member of the National Guard or Reserves (or a retired member of the regular Armed Forces) and who is either on active or inactive duty and has been notified of an impending federal call or order to active duty in support of a contingency operation. Contingency operations may include, but are not limited to, a call to war or national emergency declared by the President of the United States or Congress.

To be eligible for medical and/or qualifying exigency leave the employee must submit the applicable paperwork that can be obtained either online at the Department of Labor Website or employee portal, or in the Human Resources office (WH-380 for medical leave and WH-384 for qualifying exigency leave). The leave taken under this policy may not exceed 12 weeks (480 hours) in any 12-month period.

Military Caregiver Leave: eligible employees may be entitled to take up to 26 weeks (1040 hours) of leave for the care of a spouse, child, parent or next of kin who is a "covered military service member" undergoing medical treatment, therapy or recuperation, who must have an outpatient status or be listed on the temporary disability retired list (TDRL) for a serious injury or illness. The serious injury or illness must have occurred in the line of duty while on active duty in the Armed Forces, and the injury must have rendered him or her "medically unfit to perform the duties of the member's office, grade, rank or rating." The leave taken under this policy may not exceed 26 weeks (1040 hours) of leave in any 12-month period. To be eligible for military caregiver leave the employee must submit the applicable paperwork that can be obtained either online or in the Human Resources office (WH-385).

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care.
- Continuing treatment by a health care provider, which includes:
  - A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
    - Treatment two or more times by or under the supervision of a health care provider (the first visit must be within 7 days and both within 30 days of the first day of incapacity) or
    - One treatment by a health care provider (an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (i.e. prescription medication, physical therapy, etc.).
  - Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence
  - Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence.
  - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment.
  - Any absence to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Part-time and/or seasonal employees who do not work full time schedules will be eligible for a pro-rated amount of leave hours based on the total number of hours worked during the qualifying period of 1 year previous to a request for FMLA leave.

The 12-month period of leave is considered as a rolling 12-month period, which is measured backward from the current date. When used for a serious medical condition, sick leave, family sick leave, and worker's compensation leave, taken by an employee who is designated as qualifying for family leave may be counted toward the 12 weeks of leave. Maternity leave, paternity leave, short-term disability and long-term disability will be counted towards the 12 weeks of leave.

The definitions and rules set forth in the Family and Medical Leave Act of 1993 and the Department of Labor Rules and Regulations are used to determine if an employee qualifies for leave under this policy.

Employees who request leave for their own serious health condition or for the serious health condition of a family member are required to provide the City with a complete U.S. Department of Labor Form WH-380 Certification of Health Care Provider. This form can be found in the HR section of the Employee Portal under *Employee Leave* and also in the Human Resources Department.

When leave is expected to last more than five days, the employee must request the leave, in writing, to his/her supervisor, who shall forward the request to the Human Resources Manager at least 30 days prior to commencement of the leave, or as soon as practical when employee is made aware of the need for leave if less than 30 days.

Oral notice of emergency leave must be followed by a written request and applicable forms as soon as possible.

If the City has reason to doubt the validity of a medical certification it may require an employee to obtain a second opinion at the City's expense. Pending receipt of the second (or third) medical opinion, the employee is provisionally entitled to the benefits of the Act, including maintenance of group health insurance benefits. If the certifications do not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under Park City's established leave policies. The City is permitted to designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the City. If the opinions of the employee's and the City's designated health care providers differ, the employer may require the employee to obtain certification from a third health care provider, again at the City's expense. This third opinion shall be final and binding. The City will provide employees with a copy of the second and third medical opinions, where applicable, upon request.

Prior to returning to work, the City may require that an employee on leave for his or her own serious health condition submit a medical certification that the employee is able to return to work. See sections 4.20 Return to Work from Medical Leave and 4.21 Light Duty. The City may require a fitness for duty examination, functional analysis, and drug or alcohol testing if it has reasonable cause to believe that an employee may not be physically or emotionally able to perform essential job functions or if necessary to determine whether an employee performing a physically demanding job continues to be fit for duty. During periods of leave taken pursuant to this policy, the City continues to pay the employer's portions of the employee's health insurance premium. The employee is responsible for paying his or her portion of the monthly health insurance premium. The employee's failure to pay the employee portion of any health insurance premium may result in the loss of health insurance benefits.

Married employees who both work for the City are restricted to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth and care of child, or for the adoption of a child or placement of a child with the employee for foster care. This restriction does not apply to other types of leave the employees may qualify for under this policy.

Eligible employees who take leave under this policy are entitled to be restored to the same position they held when the leave began, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. The City reserves the right to designate certain employees as key employees, pursuant to the Family and Medical Leave Act of 1993 (FMLA). Under certain circumstances, key employees may not be entitled to return to work following leave.

The City's Maternity Leave, Paternity Leave, short-term disability and long-term disability hours run concurrently with FMLA hours. Other leave, such as accrued paid leave or unpaid leave granted by the City Manager may, upon approval, be taken by an employee to extend the overall leave duration. However, the protections and benefits provided by FMLA do not apply to leave which exceeds the eligible FMLA leave period per 12-month or 26-month maximum.

An employee may, if eligible, request a vacation payout during any and all portions of unpaid or partially paid FMLA leave, up to 100% of regular salary. Any partially paid portion (including worker's compensation, short and long term disability payments) shall be considered a portion of regular salary when determining payout eligibility. Employees are eligible for payouts only up to their current vacation balance. All vacation payouts will be subtracted from the current balance upon payment.

The application of this policy and any inconsistencies, conflicts, or issues that arise are governed by the provision of the Family and Medical Leave Act of 1993 (FMLA) and applicable federal regulations that interpret the Act.

4.20 Return to Work from Medical Leave

When an employee returns from any form of approved medical leave including workers' compensation leave, disability leave, sick leave, etc. with work restrictions ordered by a certified doctor or medical provider, the employee must report with that information to their immediate supervisor and/or the HR department before reporting to duty. The City will then determine whether that employee may return to his/her regular duties, whether modifications will be made, or if there is no modified work available. See Section 4.21 Light Duty.

Employees absent for more than two consecutive work days will be required to provide documentation of illness or medical necessity from a physician upon return to work to their supervisor, team or the Human Resources department for any of the following types of leave: sick leave, sick leave FMLA, family sick leave, family sick leave FMLA, worker's compensation leave, short-term disability and long-term disability.

4.21 Light Duty

Light Duty / Return to Work policies are highly effective in containing and reducing employer's costs of Workers' Compensation as well as disability related leaves. Enabling the earliest possible return of injured/sick workers to perform productive work within their physical capabilities may also promote quicker employee rehabilitation by keeping the employee active and part of the work environment. It ultimately facilitates the employee's return to his/her regular position once released from light duty.

Light Duty is prescribed by a physician due to an employee's work related injury, personal injury or short or long term disability. It temporarily restricts an employee's physical abilities. These restrictions may present obstacles on the employee's ability to perform tasks required by their normal position. Light duty enables supervisors to modify the employee's position to accommodate his/her restrictions or allow other positions or tasks within the City to be temporarily filled by the employee. Light duty may also be referred to as modified duty, limited duty, alternate duty, restricted duty or transitional duty.

This policy applies to all City employees including full-time regular, part-time non-benefitted, seasonal and special employment agreements, from all City departments.

Light duty assignments are developed at the City's discretion based on the physical capability, skills of the worker, City needs and the availability of light duty assignments. The City will determine appropriate work hours, shifts, duration and locations of all work assignments. The City also reserves the right to determine availability, appropriateness and continuation or cancellation of all light duty assignments at any time for any reason.

Preferably, light duty assignments will be a modification of the employee's current position. If this is not possible, an assignment within the same department or any other department or location within the City will be considered. Telecommuting may also be considered in certain cases. The assignment may require the employee to work a different schedule and/or hours per week than he/she normally does. The employee will continue to be compensated at the salary that he/she normally receives for hours worked.

If the employee holds more than one position and light duty is not due to a work related injury, the employee may receive the salary equivalent to the lowest salary held.

The employee's salary will be charged to his/her normal department even if temporarily assigned to another department.

Light duty assignments may be approved for eligible employees for up to 90 consecutive days. The employee will not be displaced from that assignment during the 90-day period by another employee who subsequently requires light duty. The light duty assignments may change or be terminated within the 90 day period depending on City needs at any time for any reason.

The City may allow the employee to extend their light duty beyond the 90 day period. However, the City reserves the right to terminate the assignment at any time for any reason. Upon a physician's note stating the employee's ability to return to full duty without restrictions, the light duty assignment is immediately terminated and the employee will be reinstated into his/her normal position.

This policy does not limit the rights of employees covered by the Americans with Disabilities Act (ADA) to seek reasonable accommodations as provided under that law as amended. It also does not limit an employee's rights and protections under the Family Medical Leave Act (FMLA).

An employee returning from any form of approved leave including workers' compensation, short or long term disability, or sick leave with work restrictions ordered by a physician must submit that information to their supervisor before reporting to duty. The City will then determine whether that employee may return to his/her duties or whether modifications will be made.

The employee assigned to light duty must not exceed the duties of the position or go beyond the doctor's restrictions. The employee will submit all appropriate medical notes to his normal supervisor and also his temporary supervisor if assigned to a different department. If any medical restrictions change, the employee must notify his/her supervisor(s) immediately and provide a copy of the new medical release.

Supervisors will monitor work performance to ensure the employee does not exceed the requirements set by the attending physician. They will forward all documentation to the Human Resources Department.

Upon receipt of a physician's note indicating an employee return to work with light duty restrictions:

- The supervisor will evaluate the possibility of modifying the employee's current position to accommodate the physical restrictions.
- If the supervisor is unable to accommodate the restrictions, he/she will inform the Department Manager who will evaluate other assignments within the department for temporary placement.
- If the department is unable to provide the employee with light duty, HR will try to find proper placement elsewhere in the City and will inform the supervisor of the assignment.
- HR will complete the "Light Duty Assignment Record" form and ensure the light duty assignment is in compliance with the employee's restrictions. HR will ensure that the employee and the supervisors are aware of their responsibilities and will track the duration of the assignment.
- The employee must submit all physician follow-up notes to his normal supervisor and if assigned to a different department, will also give a copy of this note to his assigned supervisor.
- Upon receipt of a return to full duty note from the physician, the employee will be promptly returned to his/her normal position.

4.22 Holiday Pay & Premium Pay

The City provides 12 paid holidays each year for full-time regular employees (11 City-observed holidays and a floating holiday eligible employees may use at their own discretion).

For each of the City-observed holidays listed below all full-time regular employees are eligible to receive eight hours of holiday pay. Only those employees who permanently work shifts of four 10-hour days will be eligible to receive 10 hours of holiday pay.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Pioneer Day	July 24
Labor Day	1st Monday in September
Thanksgiving	4th Thursday after the 1st Monday in November
Day after Thanksgiving	4th Friday after the 1st Monday in November
Christmas Eve or Day after Christmas	December 24 or 26
Christmas	December 25

If the holiday falls on a Saturday, the City will recognize the day before (Friday) as the holiday. If the holiday falls on a Sunday, the City will recognize the day after (Monday) as the holiday. Only the City Manager may change the holiday schedule. Holiday pay is paid and City offices are closed on City Manager approved, City-recognized holidays only.

All City employees are eligible for Premium Pay on holiday days worked. Premium pay is equivalent to one half an employee's regular pay and is paid in addition to straight time. Premium pay is paid on the actual dates of Federal holidays listed above only, regardless of the City recognized holiday (which changes to fall only on week days as described above).

Most eligible employees will have the day off and receive 8 hours of holiday pay. Holiday pay hours are not considered productive time and therefore are not used in the calculation of overtime. There are certain employees such as police, snow removal, transit, etc., who are required to work on holidays. Employees who are required to work on a holiday will receive premium pay according to the following policy:

1. If a full-time regular employee is paid for either the working day before or after a holiday, he/she will be paid for the holiday except when the first day of employment is the day after a holiday.

2. Part-time ~~non-benefited~~ and/or seasonal employees are not eligible for Holiday pay.

3. Full-time regular non-exempt employees who are required to work on a City- recognized holiday will receive premium pay at the rate of time and one half for all hours worked on that day in addition to their eight hours of holiday pay.

4. Part-time ~~non-benefited~~ and/or seasonal employees who are required to work on a City recognized holiday will receive premium pay at the rate of time and a half their regular hourly pay for all hours worked on that day. For example, an employee making $10.00/hr will be paid at $15.00/hr when working during a City-observed Holiday. Special Events Police officers who work voluntarily, and are not required to work holidays, are exempted from premium pay and will receive a rate equal to their hourly wage only.

5. Full-time regular employees who work regularly scheduled shifts of 10 hours or greater are eligible for 10 hours of holiday pay. Those employees working less than a regularly scheduled 10 hour shift will be paid for 8 hours of holiday pay.

6. Exempt full-time regular employees who are required to work on a City-recognized holiday may, at the City Manager's or department manager's discretion, be given but are not entitled to administrative leave at another time for working the recognized holiday. Holiday and Premium Pay are only paid on those holidays recognized by the City and approved by the City Manager.

In addition to the above list of City-observed holidays, full-time regular ~~status~~ employees are granted an 8 hour "Floating Holiday" which can be taken at their discretion with the supervisor's approval. New employees must be released from probation and have 6 months left in the calendar year to be eligible for the floating holiday. The floating holiday is granted on the first of the year to eligible employees and must be taken in the calendar year it is given or it is lost. It cannot be carried forward. Paid Holidays are part of the City's core benefits package.

4.23 Vacation Pay

Only full-time regular employees are granted vacation pay.

Employees are encouraged to take their vacation in blocks of time whenever possible. Because individual circumstances vary, the amount of vacation time an employee may use will be left to the discretion of the Department Manager. Vacation leave must be pre-approved by the employee's Department Manager.

The vacation allowance for eligible employees for each vacation year is based on length of service according to the following schedule:

Completed Years of Service	**Vacation Accrual**
~~0 —~~Less than 5 years	8 hours per month
5 years but less than~~ —~~10years	10 hours per month
10years~~—~~but less than 15 years	12 hours per month
15 + years	16 hours per month

Vacation benefits apply to full-time regular employees. Vacation leave is used by the hour. If an employee who is on a 10-hour day schedule takes a day of vacation, he/she will be charged 10 hours of vacation time.

Employees are allowed to accrue a bank of vacation time before they are subject to a "use or lose" situation. This bank will allow eligible employees to take a vacation longer than the number of vacation days they accrue in one year. The size of vacation bank is determined by the length of service of each employee according to the following schedule:

Less than ~~0 –~~ 5 years --- 192 hours
5 years but less than~~–~~ 10 years --- 240 hours
10+ years --- 288 hours

Once an employee reaches his/her accrued vacation limit, he/she will then be in a "use or lose" situation. For example, an employee with less than five years is not allowed to carry forward more than 192 hours from one calendar year to the next.

Any employee with a vacation bank balance larger than their years of service allows will lose all excess vacation hours at the end of each calendar year.

Department Managers and/or supervisors who feel an employee's effectiveness and/or productivity would be enhanced and improved can, at their discretion, require an employee to take vacation time.

Employees are required to request vacation leave in advance from their immediate supervisor. Vacation leave must be pre-approved. For vacation leave of one week or longer, employees should plan on providing one month advance notice for each week of vacation. For example, an employee requesting a two week vacation should make every attempt to provide two months of advance notice.

Employees may not use vacation hours in lieu of disability and/or sick leave benefits under qualifying medical leave approved by the HR department but may supplement income with a vacation payout up to 100% of total salary while on unpaid family leave, Short or Long Term Disability and Worker's Compensation leave.

Upon successful completion of probation, an employee will receive eight hours of credit for each month of probation time. Should an employee be terminated prior to successful completion of the probationary period, he/she is not entitled to receive vacation pay.

Probationary employees are not normally permitted to use vacation leave. Vacation leave due to extenuating circumstances, such as during a probationary period for transfer or promotion, may be approved by the Department Manager. Vacation is part of the City core benefits package.

Upon resignation, only those employees who give proper notice and resign voluntarily will be paid for their unused vacation leave bank up to the employee's allowed carry forward balance unless otherwise stated on the separation agreement. See Section 3.5 Resignations & Discharges.

Active employees may request vacation payouts of any unused vacation balance for unpaid Worker's Compensation Leave, Short- and Long-Term Disability and unpaid family medical leave (FMLA). All vacation payouts are not subject to retirement benefits.

4.24 Other Paid/Unpaid Leave

a. Personal Leave: Written requests for personal leaves of absence will be received and reviewed by the City Manager. The employee's length of service, past performance record and reason for the requested absence will be taken into account, as well as the disruption the employee's absence will cause in his/her department. A personal leave must be approved by the City Manager. Personal leaves of absence are without pay and benefits unless specifically pre-approved by the City Manager.

b. Military Leave: The City will adhere to any federal requirements governing military service, military personnel and/or military families. Should the employee be inducted or ordered to active duty in the armed forces of the United States, the employee will retain seniority and, upon return to work, the City will try to reinstate him/her in a job comparable in pay and classification to that held during the prior employment. Application for re-employment must be made within the time specified by law. Military leave is also granted to those employees with Reserve or National Guard obligations with partial pay, limited to10 working days per year.

c. Jury Duty: Employees who are required to serve as a juror or witness will be granted Jury Duty leave. Full-time regular employees who receive payment for appearing in court, either as a jury member or a subpoenaed witness, should endorse these payments to the City who will in turn pay the employee the full amount of his/her paycheck. An employee serving as a juror witness will be expected to work as much of his/her regularly scheduled shift as his/her jury duty schedule permits, to the extent that combined time on court duty and work does not exceed the number of scheduled work hours for that day.

d. Bereavement Leave: Bereavement Leave will be granted for a maximum of five days or up to 40 hours with pay in the event of the death in an employee's immediate family. In the event of non-immediate family, a maximum of one day with pay may be granted at the discretion of the Department Manager. Immediate family is defined as spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step parents, step children, domestic partner, and a person who is legally acting in one of the above capacities.

e. Administrative Leave: Exempt employees shall work the hours and time required to perform the duties of their positions and shall be entitled to neither compensatory time nor overtime pay. However, in recognition for extra-ordinary hours worked, the City Manager may, in his or her sole discretion, approve paid Administrative Leave for exempt employees. Administrative Leave must be approved in advance and be reflected on the employee's time sheet anytime it is used. Any employee may be placed on paid or unpaid administrative leave as authorized by the City Manager.

4.25 Employee Benefits

The Human Resources Manager shall prepare a benefits plan with cost projections for review by the City Manager. The City Manager shall then determine the final benefits plan to be submitted to the City Council for their adoption during the budget process.

See the Employee Benefits Manual, the employee portal (ep.parkcity.org) or contact the Human Resources Manager for details on all City benefits.

Section Five (5)
CITY RULES

5.1 Applicant & Personnel Files

An applicant's social security number, date of birth, or driver license number may not be obtained before a job offer is made unless required by law or before the time when initiating a credit, driving or criminal background check. Access to applicant information is limited to purposes of hiring, employment, or as required by law. Applicant information will not be retained longer than 2 years from the date received, unless the applicant is hired. Applications will be safely secured until destroyed. An applicant may, upon request, review this policy before being required to provide information as part of the initial selection process.

Individual employee files are considered confidential data unless otherwise classified public in accordance with state law and the City Retention Policy. Access to them is limited for official City business purposes and their confidential nature is safeguarded. An employee may review his/her personnel file. The only other people allowed to see the employee's records, unless otherwise ordered by a court of law with legal jurisdiction, are his/her supervisor and/or Department Manager, the City's financial auditors, employees of the Human Resources Department, the City Attorney, and the City Manager. A supervisor from a different City department considering an employee for a new position must have the employee's permission to review that employee's personnel file. If the employee's personnel record needs to be used as evidence in a grievance hearing, the personnel record may become part of the grievance proceeding.

No documents or information contained in an employee's personnel file shall be released to anyone other than the employee or the personnel identified above unless requested by the employee or approved by the City Attorney. Employees may authorize Human Resources to provide specific information to authorized loan, mortgage or financial institutions with signed approval.

Current, accurate records concerning each employee are essential. The Human Resources Department must be notified within 30 days if a change in any of the following occurs:

1. Name
2. Physical Address
3. Mailing Address
4. Telephone Number (home, cell and City-issued phone numbers).
5. Marital Status
6. Number of Dependents
7. Beneficiary Designations
8. Emergency Notification

Upon separation from the City, it is the employee's responsibility to provide the City with information regarding a change of address to ensure timely delivery of the employee's tax record and any other materials the City may need to forward to the former employee.

5.2 Privacy of Personnel File and Other Employee Information

The Human Resources Department will regard employee information as confidential and will respect the need for protecting each employee's privacy by established guidelines for the proper receipt, possession, use, retention, and transmittal of personal information used by the City to make appropriate judgments regarding prospective employees, current employees, and retirees. To this end, the City will collect and retain only such personal information pertinent to conduct City business and to administer personnel programs. Upon request, employees will be permitted to access their personal records. Employee files are archived or destroyed in accordance with the City's approved retention policy and State law.

5.3 Personal Property

The City assumes no responsibility for personal property which is lost, stolen, damaged, tampered with or destroyed at work. Personal property should be secured when left unattended and are brought on City property at the employee's own risk. Hand tools and toolboxes required by mechanics in Fleet Services will be insured by the City, but it is Fleet Services' responsibility to appropriately secure all personal and City property or equipment when left unattended.

5.4 Safety

The health and safety of employees and others on City property are of the utmost concern. It is the policy of Park City Municipal Corporation to maintain the highest possible level of safety in all activities and operations. Our goal is to comply with all health and safety laws by encouraging all employees to make every reasonable effort to keep public and work areas free of hazardous conditions.

It is the responsibility of each employee to work safely and do all that is possible to prevent accidents or injuries. Every worker is expected to report unsafe conditions, think before acting, and consciously take care to avoid unnecessary risk.

If an employee is injured in connection with employment, regardless of the severity of the injury, the employee must immediately notify his/her supervisor, seek necessary medical attention and complete a workers' compensation questionnaire. The questionnaire can be found in the Human Resources section of the employee portal (ep.parkcity.org) under "Workers Comp" or with department supervisors. The questionnaire must be forwarded to the Human Resources Manager for completion and submission of the first report of injury form. It is the supervisor's responsibility to notify Human Resources of the injury.

5.5 Use of City Vehicles

City-owned vehicles are to be used for official business purposes only, and shall carry no passengers in them other than in connection with official City business. An employee authorized to drive a City vehicle must have a current Utah driver's license, or in the case of heavy equipment operators and bus drivers, a valid Utah Commercial Driver's License (CDL). Bus drivers will also be required to have air brake and passenger endorsements in addition to the CDL. The City reserves the right to require additional endorsements to the CDL as the position may require. Employees operating City vehicles are encouraged to participate in driving courses that may be offered by the Risk Manager and shall obey Utah state law and City ordinances at all times, including the use of seat belts.

Employees who operate City vehicles are required to notify their supervisors within one day if they receive a conviction for driving under the influence of alcohol or drugs or if they have had their driver's license suspended or revoked for whatever reason. A license suspension or revocation may cause disciplinary action up to and including termination if such revocation interferes with the ability of an employee to perform their job functions as required.

City employees may use City vehicles for transportation needs when available and appropriate while performing City business. If a City car is not available, or if circumstances are such that it is not practical to use a City vehicle, the Department Manager may approve the use of a personal vehicle thereby authorizing reimbursement to the individual for such use. A personal vehicle used by an employee for City business and eligible for mileage reimbursement must be properly licensed, registered and insured. Reimbursement shall be at the current IRS mileage reimbursement rate. Individuals who are called in to work during off hours may be reimbursed for miles driven to and from work in their personal vehicle.

Employees who are issued City vehicles will be subject to the appropriate IRS regulations governing the use of issued vehicles. The Finance department will assess the appropriate IRS charges in regards to the use of the vehicle.

For more information on city vehicles and personal vehicles used for work purposes, see Administrative Policy Vehicle Use, Maintenance and Repair policy. Smoking is prohibited in all City vehicles.

5.6 Cellular Phones & Mobile Devices

City issued mobile devices, including cellular phones, smartphones, laptops, tablets, thumb drives and other handheld electronic equipment are considered to be “computers” and are subject to all computer and Internet use policies. Devices are to be used primarily for City business.

Personal use of City-owned devices will require the employee to reimburse the City for cost beyond City/department allowances for service/phone/data/txt plans.

Apps: Personal applications (apps) can be downloaded so long as they are paid for by the employee and comply with all City Policies. Apps cannot interfere or conflict with business use of the device or increase costs to the City. Employees assume all responsibility for any personal data and financial risk for the purchase of apps and/or accessories. The IT department will not support or guarantee any personal aspects of the device and will not be held liable for data loss or hardware/software incompatibilities.

IM: Instant messaging (IM) linked to or part of a City public safety software system, such as the Computer Aided Dispatch (CAD) system, shall be kept for a period of 6 months and not deleted by users. Other instant messaging should be considered similar to a phone conversation with the realization that the storage of the messaging may be limited by outside parties. Messages shall be kept for a minimum of 24 hours. Users may delete IM conversations older than 24 hours from mobile or computer devices when administrated need (if any) ends.

MMS, SMS, TXT: Multimedia Messaging Service (MMS), Simple Messaging Service (SMS), Text Messaging (TXT) and chat are discouraged for use in conducting substantive business. Text and related messages should be short and considered similar to a phone conversation with the realization that the storage of the messaging may be limited by outside parties. Messages shall be kept for a minimum of 24 hours. Users may delete text and related conversations older than 24 hours from mobile or computer devices when administrated need (if any) ends. Users are encouraged to start new text or related messages rather than add messaging to the back end of a long string of messages in one text conversation.

Personal Devices: The use of any personal devices (e.g. “Android, iPhone, iPad, audio recordings, memory devices, etc.) to conduct City business (or ancillary to assigned job duties) to collect or create data including documents, messages, video, photographs or audio recordings becomes the property of the City and cannot be copied, distributed, posted or printed beyond the official work need. Such data is subject to Social Media Policy, eDiscovery, and GRAMA requirements. Employees wanting to synchronize mobile devices with City messaging services must agree to and submit the “*Personal Device Access Agreement*” form located on the employee portal under City Policies to their department for approval.

PIN: Policies enforced on mobile devices will require the use of a security pin. If multiple failed login attempts are made, (as determined by the software) data on the device will be erased.

USE: When using City or personal devices for work purposes, employees are expected to obey all applicable laws, exercise reasonable care, and follow all applicable department, operating and safety guidelines. Employees should not use mobile phone devices for work or personal purposes while operating any motor vehicle.

- Employees should turn off their cell phone and any other equipment before driving and/or allow voicemail to handle calls.
- If an employee needs to place or receive a call, they should wait until they can legally stop at a safe location and place the vehicle in 'park' before using the phone.
- Using messaging services such as text and email while operating a motor vehicle is strictly prohibited.

EXCEPTIONS:

1. Public Safety/Law Enforcement or emergency service personnel acting in the course and scope of employment;
2. Communications during a medical emergency or when providing roadside or medical assistance;
3. 911 or other communications to report a safety hazard, an emergency or other public safety communication such as reporting criminal activity or assistance relating to criminal activity with reasonable care taken to perform the call which may include pulling over to the side of the road provided a safe and legal location is timely available;
4. Use of Transit and Snow Removal Driver two-way radios during shifts;
5. Use of GPS navigation services is allowed but <u>must</u> provide audio directions and be programmed and adjusted while the vehicle is safely parked;
6. Public Works on-call employee receipt of emergency/essential calls, with reasonable care taken to perform or take the call which may include pulling over to the side of the road provided a safe and legal location is available.

All staff authorized to drive a City vehicle or a personal vehicle on City business must complete an Inattentive Driving Training session. Employees shall refrain from doing any activity that would contribute to careless driving. Careless driving activity examples include any activity unrelated to operation of the vehicle such as eating, grooming, or searching for an item in the vehicle.

Any employee who is found guilty of careless driving while on City time and/or while driving a city vehicle: 1) will receive a safety violation that will be reflected in the employee's next performance evaluation and personnel file; 2) any city issued device may be removed from his/her possession; and 3) there may be revocation of his/her City business driving privilege. Utah law defines careless driving as committing a moving violation (other than speeding) while distracted by use of a handheld cell phone or other activities not related to driving. Repeated violations may result in the revocation of use of such equipment and/or City driving privileges, and progressive discipline up to and including termination.

Any employee who is observed/found using such equipment or doing any other inattentive driving activity while operating a motor vehicle during City business may receive a safety violation. Safety violations will be reflected in the employee's next performance evaluation and personnel file. Repeated violations may result in the revocation of use of such equipment and/or City driving privileges and progressive discipline up to and including termination.

Employees who violate this policy risk having cellular or mobile device privileges revoked.

Lost or stolen devices must be reported immediately to the IT department for security and service changes. The cost of damaged or lost equipment due to employee negligence may be charged to the employee.

<u>5.7 Personal Conduct & Hygiene</u>

Employees are expected at all times to conduct themselves in a positive, courteous and appropriate manner in order to promote and reflect the best interests of the City. While on the job or representing their department or the City, all employees are expected to maintain an appearance that promotes a clean, positive and professional image. Employees are expected to dress in attire or uniform that is appropriate or required for the workplace and his/her work assignment. Employees are expected to maintain a high standard of cleanliness and personal hygiene.

5.8 Rules of Conduct

Disclaimer: The policies and procedures stated in this manual and in other personnel statements or materials issued by the City are not intended to create either expressed or implied contract rights respecting the procedures, terms, conditions, or duration of employment nor other obligation or liability on the part of the City. The State of Utah is an "at will" employment state. Accordingly, employment with the City is on an at-will basis, meaning that it may be terminated by the employee or City Manager at any time, for any reason or for no reason, without notice, and without procedures or formality.

The City believes that certain rules and regulations regarding employee conduct and behavior are necessary for efficient business operations and for the benefit and safety of all employees. Conduct that interferes with operations, discredits the City, and/or is offensive to customers, the public, or coworkers will not be tolerated and may result in immediate dismissal. Inappropriate actions include but are not limited to:

- Refusal to support department and/or City goals and programs.
- Sleeping on the job.
- Neglect of duty.
- Disrespectful behavior and/or poor attitude.
- Failure or willful refusal to perform work as directed and/or insubordination.
- Lack of cooperation with or impeding a department, City or Police investigation.
- Negligence in observing or reporting fire prevention issues (including smoking in designated areas only), safety regulations or any condition that may cause harm to employees or the general public.
- Improper notification of sick leave to Manager; not providing notice of known upcoming sick leave of more than two days or not providing doctor's note after more than two days of consecutive days of day-to-day sick leave (see Section 4.16 Sick Leave); habitual tardiness or absenteeism.
- Unwillingness or inability to work in harmony with others. Behavior which shows clear lack of courtesy, and/or creates irritation or friction with others.
- Soliciting or distributing non-related City products and/or programs via e-mail and/or in person.
- Deliberate omission, alteration or falsification of information on employment applications, time records, medical reports, expense records, absentee reports, work related injury reports, unemployment reports, or other City records.
- Reporting to work under the influence of alcohol, illegal drugs, or narcotics; using, selling, or dispensing illegal drugs or narcotics on City premises; reporting to work under the influence of over-the-counter (OTC) drugs that may adversely affect performance or safety of the employee or others.

- Failure to reasonably comply with City policies governing City communications systems.
- Breach of confidentiality.
- Lack of proper hygiene, clothing inappropriate for the workplace. Failure to maintain uniforms to department standards.
- Engaging in or threatening acts of workplace violence, including but not limited to:

    1. Possessing firearms or other weapons on City property with the exception of Peace Officers and Law Enforcement Officials as defined by Utah Code Section 76-10-523 and as authorized by Utah Code Section 53-5-704.
    2. Fighting or assaulting a co-worker, guest, visitor, or customer
    3. Threatening or intimidating a co-worker, guest, visitor or customer

- Engaging in any form of harassment.
- Stealing, destroying, defacing, or misusing City property or another employee's, customer's, or guest's property.
- Misusing City communications systems including electronic mail, computers, Internet access, and telephones.
- Refusing to follow instructions concerning a job-related matter or insubordination.
- Failing to wear assigned safety equipment or failing to abide by safety rules or policies.
- Smoking where prohibited by Section 5.20, local and/or Utah State law.
- Using profanity or abusive language or actions.
- Gambling on City property.

The examples of inappropriate behavior described above are not intended to be an all-inclusive list. At management's discretion, any violation of the City's policies or any conduct considered inappropriate or unsatisfactory may subject an employee to disciplinary action up to and including termination. Any questions in connection with this policy should be directed to your supervisor or to Human Resources.

Employees are expected at all times to conduct themselves in a positive and appropriate manner in order to promote and reflect the best interests of the City. Appropriate employee conduct includes:

- Treating customers, visitors, the public and co-workers in a courteous and respectful manner.
- Refraining from behavior or conduct that is offensive or undesirable, or which is contrary to the City's best interests or core values.
- Reporting to management any suspicious, unethical or illegal conduct by co-workers, customers, suppliers or vendors.

- Reporting to management any threatening or potentially violent behavior by coworkers, customers or suppliers.

- Cooperating with a department, City or Police investigation.

- Complying with all City safety and security regulations.

- Wearing clothing appropriate for the work being performed.

- Performing assigned tasks efficiently and according to established quality standards.

- Reporting to work punctually and as scheduled.

- Giving proper advance notice when unable to work or report on time according to Section 4.10 Absences and Tardiness or specific department policies.

- Smoking only at times and in places not prohibited by Section 5.20, and local or Utah State law.

5.9 Harassment

The City is committed to the belief that all employees have the right to work in an environment that is free from discrimination and harassment. The City strictly prohibits harassment of or by its employees, vendors, customers or others who enter our workplace in any form. All employees at any level of employment with the City must avoid offensive or inappropriate harassing behavior, and the City holds employees responsible for ensuring that the workplace is free from any type of harassment. Employees should at all times treat other employees with respect, dignity, and in a manner so as not to offend the sensibility of their co-workers. The City is committed to the vigorous enforcement of its harassment policy at all levels of employment and in all City workplaces.

The City bases its harassment policy on Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I and Title V of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the Rehabilitation Act of 1973 and the Civil Rights Act of 1991. It also bases its policy on the Equal Employment Opportunity Commission's (EEOC) definition of sexual harassment, which is: **"**Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly a term or condition of an individual's employment; (2) submission to or rejection of such by an individual is used as the basis for employment or decisions affecting such individual; or (3) such conduct has the purpose or affect or unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

Specifically, the City prohibits conduct that may include but is not limited to the following:

a. Degrading words to describe an individual; threats; offensive comments; derogatory remarks; innuendos or taunts; off-color language or jokes; and sexually suggestive objects, books, magazines, photographs, cartoons, or pictures.

b. Display, storage and/or transmitting of offensive, pornographic, racist or offensive language, signs, or images from any personal cell phone, PDA, computer or radio while on duty.

c. Any verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

d. Sexual harassment, including sexual harassment of men by women, and same sex sexual harassment.

e. Engaging in indecent exposure.

f. Unwelcome sexual advances.

g. Requests for sexual favors, whether or not accompanied by promises or threats with regard to the employment relationship.

h. Other verbal or physical conduct of a sexual nature made to an employee that may threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of the sexual advances will in any way influence any personal decision regarding that person's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

i. Other harassing conduct committed in the workplace by supervisors or non-supervisory personnel, whether physical or verbal.

Any type of harassing conduct may result in disciplinary action up to and including termination. Any supervisor or manager who has knowledge of such behavior yet takes no action to end it is also subject to disciplinary action. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on employer premises, or whether the incidents occur during business hours.

Employees who have complaints of harassment by anyone in the workplace including supervisors, co-workers or visitors, are urged to report such conduct to their supervisors or Department Managers, who will report the incident to the Human Resources Manager so that the City may investigate and resolve the problem. If the complaint involves an employee's supervisor or someone in the direct line of supervision, or if the employee for any reason is uncomfortable in dealing with his/her immediate supervisor, the employee may go directly to any Department Manager, any management team member or directly to the Human Resources Manager, City Attorney, or City Manager.

The City endeavors to investigate all complaints as expeditiously and professionally as possible. Where investigation confirms allegations of harassment, the City shall take appropriate corrective action.

If after careful investigation the City is unable to confirm an allegation of harassment, the City may transfer an employee to a new location where the employee will not have any contact with the alleged harasser.

To the extent possible by regulation or law, employees will be apprised of the investigation process and the conclusion of the investigation.

The City makes every attempt to keep confidential the information provided to it in the complaint and investigation process to the fullest extent permitted by the circumstances. Retaliation against employees for reporting harassment or for assisting the City in its investigation of a complaint is against the law and is not permitted. Retaliation may include, but is not limited to, such acts as refusing to recommend the employee for a benefit for which he/she qualifies, spreading rumors about the employee, encouraging hostility from co-workers, and escalating the harassment.

If after investigating any complaint of harassment the City learns that an employee provided false information regarding the complaint, the City may take disciplinary action against the employee.

5.10 Retribution and/or Retaliation

Supervisors, managers and/or employees are not permitted to engage in any form of:

a. Retaliation: the taking of any unfavorable job or employment action against an employee who in good faith reports suspected instances of inappropriate business conduct, activity, safety and/or policies and procedures violation.

b. Retribution: the dispensing of any punishment (formal or informal) against an employee who in good faith reports suspected instances of inappropriate business conduct, activity, safety and/or policies and procedures violation.

Any supervisor, manager, or employee who engages in retribution or retaliation against a reporting employee is subject to disciplinary action up to and including termination.

Any supervisor, manager or employee who purposely reports false information of retribution or retaliation in an attempt to settle personal grievances is subject to disciplinary action up to and including termination.

~~5.11 Use of Drugs and Alcohol~~

~~Park City Municipal Corporation has a responsibility to all employees to provide a safe work place and a responsibility to the public to make every reasonable effort to protect their safety and trust. Therefore, the City will not tolerate:~~

- ~~Use of illicit drugs~~
- ~~Abuse of legal drugs or alcohol~~
- ~~Manufacture, sale, purchase, transfer, use, or possession of illegal drugs or drugs obtained illegally~~
- ~~Arrival for work under the influence of drugs (legal or illegal) or alcohol~~
- ~~Use of a City vehicle or equipment while under the influence of drugs (legal or illegal) or alcohol~~

~~Employees are required to notify the Human Resources Department in writing of any criminal conviction for a drug or alcohol related offense occurring no later than five calendar days after such conviction. Within 30 calendar days after receiving notice with respect to any employee who was so convicted, the City will inform the employee in writing of the personnel action which will take place, if any.~~

~~Any employee who is under the influence of legal medication or taking any drug which may affect the employee's ability to perform his/her job in a safe and productive manner must report such use and/or the possible effect on performance to his/her supervisor. Supervisors, in conjunction with management, will determine if the employee should remain at work, be restricted in his/her duties, or be sent home with or without pay.~~

~~The City may require an employee to submit to drug and/or alcohol testing where probable cause has been documented, or following an on-the-job accident. Failure to comply with this request may subject the employee to disciplinary action up to and including termination. Employees may be suspended or placed on administrative leave by the City Manager pending outcome of an investigation regarding compliance with this policy. The City will conduct drug and/or alcohol testing in compliance with state and federal laws.~~

~~Notification to law enforcement agencies will be made, at the discretion of the City, regarding violations of this policy as appropriate and/or necessary.~~

~~The City provides at no cost to full-time regular employees an Employee Assistance Program, which is available to provide substance abuse counseling. Any full-time regular employee needing information on this program can contact his/her supervisor or the Human Resources Department.~~

~~Where probable cause has been documented, or following an on-the-job accident, the City reserves the right to require an employee meet with an Employee Assistance representative or counselor for evaluation and recommendations for treatment.~~

5.11 Use of Drugs and Alcohol

a. Objectives

Park City Municipal Corporation is concerned about employee health and safety. The City recognizes that illegal drug use and the abuse of alcohol can destroy health and adversely affect personal life and work performance. Employees who abuse drugs or alcohol are a source of danger to themselves and to their co-workers. The employee likely will incur medical costs much higher than those of other employees, which may increase health insurance premiums. In addition, the quality and efficiency of performance will suffer, and absenteeism and tardiness likely will increase. All of these symptoms of alcohol and drug abuse will damage the City's productivity and competitiveness in the marketplace.

To protect the safety of all employees and the general public and to prevent decreased productivity and work quality, the City may require employees to submit to testing for illegal drugs or alcohol under the following circumstances:

1. Investigation of possible individual employee impairment;
2. Investigation of accidents in the work place or incidents of work place theft;
3. Maintenance of safety for employees or the general public; or
4. Maintenance of productivity, quality of products or services, or security of property or information.

b. Definitions

The following definitions apply:

1. Alcohol - ethyl alcohol or ethanol.

2. Illegal Drugs - any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other drug compendia, or supplement to any of those compendia or substances declared illegal under applicable state statutes (such as "spice," "bath salts," and similar natural or synthetic drugs). The term Illegal Drugs does not include a drug taken in accordance with a valid prescription if taken as prescribed or other use authorized by law.

3. Positive Test Results - the results of a test for Alcohol or drugs that shows the presence of detectable levels of Alcohol (detectable defined as blood alcohol level of .04 or above) or Illegal Drugs in your system (including without limitation blood and urine.)

4. Under the influence - (a) to be unable to perform work in a safe or productive manner, OR (b) to have impaired judgment, OR (c) to be a potential threat to personal safety or welfare or that of other employees or the general public, OR (d) to be impaired in physical or mental functioning in any respect resulting from the use of Alcohol or Illegal Drugs, OR (e) to receive a Positive Test Result indicating the presence of detectable levels of Alcohol or Illegal Drugs in your system.

5. Park City Municipal Corporation Premises - (a) all property, offices, facilities, manufacturing plants, land, buildings, structures, and installations used by the City in the course and scope of his/her employment; (b) automobiles, trucks, and all other vehicles and equipment, whether owned or leased by Park City Municipal Corporation or used by an employee in the course and scope of his/her employment; (c) any parking lot or any automobile parked on any parking lot used by employees of Park City Municipal Corporation to park their personal vehicles during work hours, (d) automobiles owned or leased by employees while those automobiles are being used on the City's business. The term Park City Municipal Corporation Premises also includes all customer properties, areas under Park City Municipal Corporation's control, and any other work locations or mode of transportation to and from those locations during working time and while in the course and scope of employment with Park City Municipal Corporation or while conducting City business.

c. Policy Application

This policy applies to all City employees, volunteers and employment applicants.

Park City Municipal Corporation will discipline any employee, up to and including immediate discharge, or refuse to hire any job applicant who violates this policy.

d. General Rules

1. Employees may NOT be under the influence of Alcohol while performing job responsibilities, operating an automobile, truck or other vehicle or equipment leased or owned by the City, operating a personal vehicle while on business for the City. Exceptions may be allowed for City functions (See 5.11 Alcohol and Drug Use l. Alcohol Consumption at City Functions).

2. Employees may NOT use or be under the influence of Illegal Drugs, regardless of whether the Illegal Drug use has any adverse impact on job performance.

3. Employees may NOT unlawfully use, manufacture, distribute, possess, purchase, or sell Illegal Drugs or Alcohol at any time. If convicted of a crime (under state or federal law) as the result of unlawful use, manufacture, distribution, possession, purchase, sale of Illegal Drugs or Alcohol, or DUI employees must report the conviction to the Human Resources Manager or the City Manager within 5 working days of conviction.

4. Employees may NOT tamper with the testing procedure in any manner that is designed to or that reasonably could interfere with the accuracy of the testing procedure [e.g., using an adulterant (either by ingesting a substance into the body or adding a substance to the testing sample in an attempt to interfere with or negate the test results), attempting to hydrate the body prior to testing or substituting urine or any other substance for the testing sample].

The Park City Municipal Corporation will discipline employees who violate any of the General Rules discussed above up to and including termination.

e. Drug and Alcohol Testing

Park City Municipal Corporation, in its sole discretion, may require employees to submit to a test for the presence of Illegal Drugs (including legal drugs not taken in accordance with a lawful prescription) and/or Alcohol under the following circumstances:

1. Pre-Employment Testing: As mentioned in Section 2.5, the City has a responsibility to employees to make a reasonable effort to provide a safe work place and a responsibility to the

public to make a reasonable effort to promote public safety. Therefore, applicants may be required to submit and pass a drug screening test as a condition of employment. Positive test results will make candidates ineligible for hire for a minimum of one year.

2. Post-Accident Testing: Employees will be required to sign the appropriate consent and release form(s) and allow Park City Municipal Corporation to test them for Illegal Drugs and/or Alcohol if employees are involved in: (a) any on-the-job accident or other incident where the City reasonably believes Illegal Drug and/or Alcohol use may have been involved; (b) any on-the-job personal injury accident that results in the need for medical treatment by a clinic or hospital; or (c) any on-the-job accident which results in damages to property estimated to exceed $200. Park City Municipal Corporation will require post-accident testing for Alcohol only if it reasonably believes that the use of Alcohol may have caused or contributed to the accident.

3. For-Cause Testing: If a City supervisor reasonably believes an employee is using and/or under the influence of Illegal Drugs and/or Alcohol on Park City Municipal Corporation Premises, the employee will be required to sign the appropriate consent and release form(s) and allow the City to test for Illegal Drugs and/or Alcohol. Indications of individual, job-related impairment that constitute grounds for requesting a drug or Alcohol test include, but are not limited to, the manifestation of physical or physiological signs, symptoms, or reactions commonly caused by the consumption or ingestion of Alcohol or drugs (i.e., the odor of Alcohol, slurred or thickened speech, apparent loss of coordination or unsteady gait, or uncharacteristic emotional behavior), failure to meet performance standards, and attendance and tardiness problems. Any City supervisor or employee who observes possible Illegal Drug or Alcohol use must immediately inform the Human Resources Manager or the City Manager.

The City will count the time needed for testing as hours worked for compensation and benefits. Park City Municipal Corporation will keep written records of testing for Illegal Drugs and Alcohol. The City will treat all information, interviews, reports, statements, memoranda, or test results as confidential communications and will keep the information in a file separate from your personnel file. In accordance with state law, Park City Municipal Corporation will not provide information regarding testing results to any third party except as specifically allowed by law.

Employees will be discharged if he/she refuses to sign a requested release form(s) or to submit to testing for Illegal Drugs and/or Alcohol or if he/she tampers with the testing procedure in any manner that is designed to or that could nullify or interfere with the accuracy of the testing procedure. The City will discipline employees who receive a Positive Test Result for the presence of Illegal Drugs or Alcohol up to and including termination.

f. Testing Procedure

Employees will be transported to a testing facility and accompanied within a close proximity during testing by a Supervisor or designee. A licensed physician, testing clinic, or laboratory established by the City that meets applicable standards will collect the testing sample. Samples will be collected with reasonable regard for privacy unless the licensed physician, testing clinic, or laboratory reasonably believes that employees have altered or made substitutions to the testing sample.

A federally or state-certified laboratory or other appropriate laboratory facility will conduct the testing. Any Positive Test Result will be identified or confirmed by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable analytical method, as determined by the testing laboratory. In the event the laboratory uses a testing sample other than a urine sample, it will use testing procedures (including appropriate confirmation testing) that meet applicable standards.

If the employee tampers with the testing procedure in any manner that is designed to or that reasonably could interfere with the accuracy of the testing procedure [e.g., using an adulterant (either by ingesting a substance into their body or adding a substance to their testing sample in an attempt to interfere with or negate the test results), attempting to hydrate the body prior to testing, or substituting urine or any other substance for the testing sample], the City will terminate their employment.

The laboratory will use testing procedures for the presence of Alcohol that meet applicable standards.

Park City Municipal Corporation will use a medical review officer (MRO) to interpret any first or second-test confirmed positive result. An MRO is a licensed health care provider who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate a positive test result as it relates to your medical history and any other biomedical information. The MRO will discuss the Positive Test Result with the employee, including obtaining information that may explain the Positive Test Result (e.g., drug taken in accordance with a lawful prescription, circumstances that may explain a false positive, etc.). If, after evaluating the information received from the employee, the MRO determines that the employees Positive Test Result was the result of use of Illegal Drugs or Alcohol (including without limitation the taking of a drug not in accordance with a lawful prescription or over-the-counter instructions), the MRO will inform the Human Resources Manager or designee.

At the discretion of the City and employee, employees receiving a positive test result may be directed to the City's Employee Assistance Program (EAP). Employees will be subject to any treatment plan developed by the EAP and the City. The cost of the treatment will be the responsibility of the employee unless designated otherwise by the City Manager. However, the City maintains the right to terminate an employee at its discretion at any stage of the treatment process. Treatment will not be in lieu of discipline up to and including termination.

Employees will not be notified of negative test results unless he/she requests the test result from the City in writing within a reasonable time following the test.

The City will pay all costs of testing for Illegal Drugs and Alcohol required by the City, including the cost of transportation if the testing is conducted at a place other than the work site.

g. Appeal Procedure

If an employee receives a Positive Test Result, he/she may, at his/her option, contact the testing laboratory and request a new test of the same sample *at his/her own expense*. Any request for a re-test must occur within three business days of the date he/she is notified of a Positive Test Result (please contact Human Resources to obtain contact information for the testing laboratory). It also is the employee's responsibility to notify the City after he/she has requested a re-test of the original sample. The City has no responsibility to ensure that the re-test occurs. The results of any re-test must be forwarded by the testing laboratory directly to the City. If employees do not receive a Positive Test Result on the new test, the City may request that he/she sign the appropriate consent and release form(s) and be tested a final time. The final test may be of the same or of a new sample, at the City's sole discretion. If employees refuse to sign the appropriate consent and release form(s) for the final test, he/she will be discharged. If employees receive a Positive Test Result on the final test, the City may discipline up to and including termination.

h. Consent and Release Form(s)

At the time an employee is required to undergo testing for Illegal Drugs and/or Alcohol, he/she will be required to sign a consent and release form(s) in a form(s) approved by the City at the testing facilities identified by the City. An employee will be discharged if he/she refuses to sign the consent and release form(s).

i. Use of Prescription Drugs or Over-the-Counter Medications

This policy does not prohibit the normal use of prescription drugs as ordered by a licensed health care provider or of over-the-counter medications. However, while employees are on Park City Municipal Corporation Premises, the City prohibits the use of any prescription medication that is not prescribed for the employee or that is not taken in accordance with the prescription instructions. In addition, the City prohibits the abuse of over-the-counter medications on City Premises.

The following general statements will apply:

1. If the employee has been informed or has reason to believe that his/her use of any prescription drug or over-the-counter medication may interfere with his/her ability to perform the essential functions of his/her job, the City encourages the employee to speak to his/her supervisor or the Human Resources Manager. The City will take steps as required by law to reasonably accommodate employees and to prevent a significant risk of substantial harm to the health and safety of employees and co-workers. Nothing set forth in this paragraph shall impose any contractual or other obligation on the part of Park City Municipal Corporation except as required by the Americans with Disabilities Act or any state or local statute or regulation prohibiting discrimination on the basis of disability or handicap.

2. While on Park City Municipal Corporation Premises, employees must NOT consume prescription drugs more often than instructed on the prescription label.

3. While on Park City Municipal Corporation/Customer Premises, employees must NOT allow a co-worker or other person to take the prescription medications of others.

4. While on Park City Municipal Corporation Premises, employees must keep all prescription and over-the-counter medication in its original container. All prescription medication must be in the name of the employee and have the doctor's name and prescription number on the label.

Employees may use over-the-counter medications or prescription medication provided that it will not adversely affect work performance. However, Park City Municipal Corporation at all times reserves the right to have a licensed health care provider determine if use of a prescription or over-the-counter drug or medication may adversely affect job performance or increase the risk of injury to employees or co-workers. In that event, the Park City Municipal Corporation may limit or suspend work activities until employees are no longer using the over-the-counter medication or prescription drug, in accordance with applicable federal and state law.

j. Americans with Disabilities Act

Alcoholism is considered a disability under the Americans with Disabilities Act. If an employee believes he/she may suffer from Alcohol abuse associated with alcoholism, the City strongly encourages him/her to contact the Human Resources Manager or the City Manager. In accordance with the Americans with Disabilities Act, Park City Municipal Corporation will make reasonable accommodations if the employee suffers from alcoholism, including encouraging employees to participate in rehabilitation programs.

If an employee suffers from alcoholism, he/she will be held to the same job performance standards and behavior as other employees. The City will not tolerate tardiness, absenteeism, accidents, or other unsatisfactory job performance caused or created by alcoholism. The City will discipline an employee if alcoholism adversely affects job performance or conduct so that the employee may no longer be considered a qualified individual with a disability.

k. Rehabilitation

Park City Municipal Corporation does not have an Alcohol or drug rehabilitation program. However, if an employee believes he/she may have a substance abuse problem and would like assistance, please contact the Human Resources Manager. The City will not discipline an employee solely for seeking assistance or for admitting the use of Illegal Drugs or Alcohol. Employees disclosing the use of Illegal Drugs or the use of Alcohol at work, who have not received a request for testing from the City, will be referred to the City's EAP. The City will treat the request confidentially. Employees may receive financial assistance for rehabilitation programs through the City's group medical benefit plan, subject to the terms, conditions, and limitations set forth therein. The City may allow an employee a leave of absence to obtain treatment.

If an employee seeks assistance for an Illegal Drug or Alcohol abuse problem only after being notified that he/she will be tested, he/she will be required to complete the testing and may be disciplined for violation of this Policy.

Nothing in this Section prevents Park City Municipal Corporation from disciplining an employee for any violation of this policy. Nothing in this policy modifies an employee's status as an at-will employee.

l. Alcohol Consumption at City Functions

Possession, consumption or use of alcoholic beverages at City functions may occur only with prior approval from the City Manager and Manager of the department organizing the event. After granting approval, the manager of the organizing department has ultimate responsibility for ensuring that employees adhere to the guidelines presented below. All employees are responsible for adherence to City policy and event consumption limitations. Failure to do so may result in disciplinary action up to and including termination.

City functions to which this policy applies may include, but are not limited to: receptions, meetings, recruitment socials, retirement and anniversary parties, end of season celebrations, City events and parties and service award recognition events.

Employees are subject to City policy on alcohol consumption unless an exception has been made by the City Manager if one of the following criteria is met:

- Alcohol consumed was purchased using City funds.
- Employees attending an event are operating in an official capacity as a required job function.

City functions involving the consumption of alcohol must adhere to the following:

1. Employees who choose to drink alcoholic beverages at City functions are expected to behave in accordance with usual business standards and all City policies.
2. The department manager of the department organizing a function where alcohol is served is responsible for ensuring adherence to these guidelines.
3. Alcoholic beverages are not served in offices or work areas.
4. Alcoholic beverages are served, rather than simply made available, to those who wish to partake. Self-serving of alcoholic beverages at City functions is strictly prohibited.
5. Any off-site functions are held in appropriately licensed facilities, with drinks served by professional bartenders.
6. Food must be available.

7. Alcoholic beverages will be served for a restricted period of time; generally no more than two hours. Possible exception: If the function is planned for a long period of time, e.g., a full or half day, alcohol may be served for a longer period with prior City Manager approval. However, alcohol service must cease no less than one hour prior to the end of the function.
8. Alcohol is not to be served to minors or anyone who appears to be impaired.
9. Safe passage home must be pre-arranged by an employee who plans to consume alcoholic beverages at City functions.

Employees are expected to use good judgment and discretion in regards to the use of alcohol.

5.12 Workplace Violence

Park City Municipal Corporation provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy. The following guidelines have been adopted to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. This policy applies to all full-time regular, special employment appointments, part-time ~~non-benefited~~ and seasonal employees.

All employees (including managers, supervisors, part-time ~~non-benefited~~, seasonal, student interns and special employment agreement) and volunteers should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Park City Municipal Corporation without proper authorization. Possessing firearms or other weapons on City property with the exception of Peace Officers and Law Enforcement Officials as defined by Utah Code Section 76-10-523 and as authorized by Utah Code Section 53-5-704 is prohibited.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the employee's immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

Park City Municipal Corporation will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Park City Municipal Corporation may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Any type of workplace violence committed by or against employees will not be tolerated. The following list of behaviors, while not all inclusive, provides examples of conduct that is prohibited:

- Causing physical injury to another person
- Making threatening remarks
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress
- Intentionally damaging employer property or property of another employee
- Possessing firearms or other weapons on City property or while on City business with the exception of Peace Officers and Law Enforcement Officials as defined by Utah Code Section 76-10-523 and as authorized by Utah Code Section 53-5-704
- Committing acts motivated by, or related to, sexual harassment or domestic violence

Any potentially dangerous situations must be reported immediately to a supervisor, manager or the Human Resource Department. Employees are expected to exercise good judgment in recognizing dangerous situations. Such behavior includes:

- Discussing weapons or bringing them to the workplace
- Displaying overt signs of extreme stress, resentment, hostility, or anger
- Making threatening remarks
- Sudden or significant deterioration of performance
- Displaying irrational or inappropriate behavior

Employees are encouraged to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources Department before the situation escalates into potential violence. Park City Municipal Corporation is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

At any time if employees or the general public are threatened or may be in danger, please contact the Park City Police Department or dial 911 immediately.

5.13 Outside Employment

Outside employment includes self-employment and is defined as the performance of work other than City work for self or others for compensation. Full-time regular employees must provide a request for permission to accept outside employment to their Manager and the Human Resources Department, which will then forward the information to the City Manager. Outside employment must be approved by the City Manager. Outside employment permission forms are available in Human Resources or on the employee portal (ep.parkcity.org). Failure to provide notification of outside employment may result in disciplinary action up to and including termination. The request should include any pertinent information about the outside employer, the nature of the employment, and the hours of employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. Permission shall not be given if it is determined that such outside employment is likely to physically or mentally hamper the employee in his/her ability to do the job required of him/her by the City, or if it is likely to reflect discredit on the City's service or the employee, or if it is in conflict with one's position as a City employee. Any changes to position or employer must be re-approved.

Approval of outside employment is valid until the February following its approval. In February of each year all full-time regular employees must complete a new Outside Employment form and have his or her Manager, the Human Resources Department and the City Manager re-approve the outside employment position.

5.14 Disciplinary Procedures

Disclaimer: The policies and procedures stated in this manual and in other personnel statements or materials issued by the City are not intended to create either express or implied contracts respecting the procedures, terms, conditions, or duration of employment, or other obligation or liability on the part of the City. Unless otherwise provided by State law, employment with the City is at-will and shall remain as such notwithstanding the procedures below, meaning that it may be terminated by the employer or City Manager at any time, for any reason or for no reason, without notice, and without procedure or formality.

It is the City's policy that all employees are expected to comply with City standards of behavior and performance, and that any noncompliance with these standards must be corrected.

Under normal circumstances, the City endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and/or inappropriate behaviors and an opportunity to improve or correct deficiencies or behaviors. It does, however, retain the right to administer discipline in any manner approved by the City Manager. This policy does not modify the status of employees who are employee's at-will or in any way restrict the City's right to bypass the disciplinary procedures suggested. Supervisors must have manager approval before issuing any reprimands. Managers must meet with the Human Resources Manager or his/her designee prior to issuing any reprimand.

The normal application of progressive discipline:

1. Verbal Reprimand: If an employee is not meeting City standards of behavior or performance, the employee's supervisor should take the following action:

    a. Supervisor shall discuss the matter with the employee.
    b. Inform the employee of the nature of the problem and the action necessary to correct it. Explain what constitutes proper conduct, standards of behavior or performance.
    c. The supervisor should prepare a written record documenting the meeting has taken place.
    ~~c.~~d. Verbal reprimands should be submitted to the Human Resources Department. They are not filed in employees' files.

2. Written Reprimand: If there is a second occurrence or intentional or repeated related or unrelated offenses:

    a. Employee receives written notice of discipline or reprimand following intentional or repeated or unrelated offenses. A copy of the written notice is placed in the employee's personnel file.
    b. The supervisor may suspend the employee with or ~~our~~ without pay as approved by the City Manager.
    ~~b.~~c. Verbal reprimands should be submitted to the Human Resources Department. They are filed in employees' files.

3. 2nd Written Reprimand: If there are additional occurrences, the supervisor should take the following action depending on the severity of the conduct or offenses:
    a. Employee receives final written notice of discipline or reprimand following serious misconduct or further repeated related or unrelated offenses.
    b. The supervisor may suspend the employee with or without pay as approved by the City Manager.
    ~~b.~~c. Verbal reprimands should be submitted to the Human Resources Department. They are filed in employees' files.

4. Termination: Employee is recommended for termination as the result of a serious offense or the final step in the progressive discipline process. Discharged employees may have rights of appeal as set forth in Section 6 Procedures for Employee Complaints, Discharge and Transfer Appeals of this Manual.

Employees, although they may not necessarily agree with the disciplinary action, must sign the form or memorandum signifying that they are aware that disciplinary action has been taken against them. If an employee refuses to acknowledge the disciplinary action with his/her signature, the supervisor shall have another supervisor witness the refusal and both supervisors will sign indicating the employee's refusal.

A Supervisor may recommend removing a written record from the employee's file after a specified time of meeting certain performance conditions outlined in the written notice or a subsequent performance review, with the approval of Human Resources and the City Manager. The specified time shall at a minimum include one (1) year. A written notice may be removed after that specified time based upon satisfactory performance as it relates to outlined conditions, no additional performance issues, and with the approval of the supervisor, Human Resources and the City Manager. The removal of written records is generally disfavored and may be approved or denied in the sole discretion of the City Manager. Removal requests will typically only be considered for relatively minor matters where the City Manager finds no further personnel need for the record and the employee's employment history would be unnecessarily tarnished by its continued inclusion in the file. Denials of such requests are not considered adverse job actions and may not be appealed.

<u>5.15 Strikes and Work Stoppages</u>

Every City employee, by accepting or retaining a position with the City, agrees that he/she will not engage in, threaten to engage in, encourage, or plan any strike or job action, whether it be in the nature of an immediate walk out or resignation after notice or job slow down. Any violation of this section shall be grounds for removal from the City employment and grounds for refusal of reinstatement or employment within the City.

<u>5.16 Solicitations</u>

Solicitations by employees or unauthorized vendors on City premises are prohibited. The prohibition applies both to employees on working time and to outsiders.

<u>5.17 Gratuities</u>

No employee shall directly or indirectly solicit any gift or receive any gift whether in form of money, services, loan, travel, entertainment, hospitality, promise, or any other form except as specifically provided herein. Employees may be permitted to accept food and items of nominal value as defined by Section 3-1-4(C) of the Ethics Code, Title 3 of the Municipal Code. Any employee who is uncertain whether an offered gratuity may be accepted may request a ruling from the City Attorney as to the propriety of the offered gift.

Official Master Festival and Special Event sponsorship materials, tickets and event invitations that the City receives in its corporate capacity which may be distributed to officials and/or employees by the City Manager in his/her sole discretion shall not be considered a gift or gratuity for purposes of this section.

<u>5.18 Information Technology (IT)</u>

a. <u>City Business Use</u>

In general, IT systems and services are provided for City business, this includes but is not limited to computer equipment, phones, printers, photocopiers, FAX devices, email services, software, Internet access, wireless services (Wi-Fi, 3G/4G) and data storage. City systems are not to be used in a way that may be disruptive, offensive to others, in conflict with city business operations, or harmful to morale.

Users should have no expectation of privacy when using City equipment, data or networks. All electronic files and messages, sent and received using City systems or City provided Internet access, including web-based messaging systems, are subject to viewing, inspection, release, and archiving by authorized personnel at all times to the extent that such rights are not superseded by applicable laws. The City will comply with reasonable and compulsory requests from law enforcement and regulatory agencies for electronic records.

Users are responsible for the security of the equipment and data. It is paramount that users protect City and personal data. Do not store, copy, share or transmit any confidential data including but not limited to passwords, social security numbers, bank routing information, and credit card numbers outside of appropriate City Systems.

All City records must be maintained pursuant to City retention policies. It is prohibited to destroy, delete, erase or conceal City files or otherwise making such files or data unavailable or inaccessible in any manner inconsistent with such policies.

b. Internet Use

This policy governs all uses of Park City's network and Internet/intranet access at all offices, hotels, airports, employees' homes, and any other location when such access is for work purposes or on City equipment.

The Park City network and Internet access are intended primarily for business use only. Employees may access the Internet for personal use only during nonworking hours, and strictly in compliance with the terms of this policy.

All information created, transmitted, acquired, downloaded, or uploaded via the organization's network and Internet or intranet is the property of Park City Municipal Corporation. Employees should have no expectation of privacy regarding this information. The organization reserves the right to access, read, review, monitor and copy all messages, content and files on its computer system or network enabled device at any time and without notice. When deemed necessary, the organization may disclose text or images to law enforcement agencies or other third parties without the employee's consent.

Employees are reminded that information obtained from the Internet is not always reliable and should be verified for accuracy before it is used.

PROHIBITED ACTIVITIES

Employees are prohibited from using Park City's network or Internet access for the following activities, unless as part of an active internal or Police investigation:

1. Downloading and/or installing software without the prior written approval from the IT Director.

2. Disseminating or printing copyrighted materials, including articles and software, in violation of copyright laws including the use of peer-to-peer file sharing and/or storage of such materials on any city owned equipment.

3. Sending, receiving, printing, or otherwise disseminating Park City Corporation's proprietary data, or other confidential information in violation of organizational policy or written agreements.

4. Operating a business, election campaign activity, usurping business opportunities, soliciting money for personal gain, or searching for jobs outside Park City Municipal Corporation.

5. Making offensive or harassing statements and/or disparaging others based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex or sexual orientation.

6. Viewing, downloading, uploading, sending, or soliciting obscene or pornographic sites, messages or images or otherwise viewing, downloading, uploading, sending or displaying sites or messages which violate the City's harassment policies.

7. Visiting sites featuring pornography, terrorism, espionage, theft, or illegal drugs.

8. Gambling or engaging in any other criminal activity in violation of local, state or federal law.

9. Engaging in unethical activities or content.

10. Participating in activities, viewing, or writing content that could damage Park City Municipal Corporation's professional reputation.

COMPLIANCE AND VIOLATIONS

1. Managers are responsible for ensuring employee compliance with this policy.
2. Employees who learn of policy violations should notify the HR or IT manager(s).
3. Employees who violate this policy or use Park City's network, Internet, or intranet access for improper purposes will be subject to discipline, up to and including termination.

Appropriate or approved classified ads on the employee portal are not considered prohibited activities.

c. Email Specification

Professional e-mail transmission is important to maintaining the positive image of the City, its business and its government and therefore must adhere to the following guidelines: E-mail background must be white. All signature elements including logo, font and color must be found on the city's style reference website: http://style.parkcity.org

The City's policy on access to and disclosure of electronic mail messages sent or received by Park City Municipal Corporation employees who use the electronic mail system may be changed at any time.

All electronic communication, phone, e-mail, text, smartphone, PDA, etc. are solely owned City property. Notwithstanding the assigning of individual passwords, the City reserves the right to access and disclose all messages sent over its electronic mail system and server domain or any communication system at any time for any business purpose including but not limited to ensuring employee performance and protecting confidential information.

Employees should not attempt to gain access to another employee's e-mail account or e-mail messages without the latter's express permission. However, City management reserves the right to enter an employee's e-mail files whenever there is a legitimate business need to do so. However, nothing herein shall affect the classification of e-mail pursuant to the Utah Government Records and

Retention Act, or other state and federal standards.

E-mail transmissions are not actually deleted when a City employee deletes them from his/her computer. Deleted e-mail remains in memory storage and can be accessed by outside parties in the event of a lawsuit or other investigation. Because e-mail transmissions are discoverable documentary evidence, employees may be asked to explain e-mail transmissions before a judge in a court of law in the event that the City is involved in a lawsuit.

Transmission between any Park City employee and the Park City Legal Department which contains substantive legal material should be labeled "protected attorney-client communication," but absences of such label shall not preclude the City from classifying such communication as "protected" after the fact.

d. Support

Technical support, record requests and GIS services are provided during regular business hours (8 am – 5 pm Monday-Friday). After-hours emergency support should only be utilized when critical services are unavailable or no other alternative exists. Unscheduled walk-in support is discouraged.

1. Web: http://5123.parkcity.org – Internal network only
2. Email: 5123@parkcity.org
3. Phone: 435-615-5123 (EMERGENCY SUPPORT ONLY)

e. Geographic Information Systems (GIS)

GIS data cannot be distributed or resold without permission. All data that is distributed requires a signed agreement. Contact IT support for more information. All GIS data must be saved in "GISDATA" or "CITYWIDE" network share.

Use of plotter may result in material costs to you or your department. Please make arrangements well in advance of your deadline.

f. Training

IT/GIS training are offered throughout the year and upon request but do not include specialized trainings for individual industry or job functions. Training can be requested through support or through the employee portal (ep.parkcity.org).

g. Equipment & Software Requests

Contact IT for all technology requests including software, hardware, printers, copiers, GPS and accessories.

h. Social Media & Other Websites

No City department, official, or employee may create a social media site or an identity/entity/presence on a website (such as Twitter, Facebook, YouTube, internet blogs or chat rooms and other websites) regarding City affairs or content without the express approval of the City Manager. Authorized sites shall have a designated purpose and staff member assigned to maintain and moderate content.

Generally, City sites shall not allow public citizen comment, except as approved by the City Manager for designated and published public purposes. All sites shall contain a link with the following prohibitions on content:

1. No comments unrelated to purpose;
2. No content that promotes discrimination or harassment;
3. No posts that constitute or encourage illegal activity;
4. No solicitations of commerce [except for authorized public bidding site(s)];
5. No sexually related content or links to sexually related content;
6. No profane language;
7. No content that violates a legal ownership interest of another party;
8. No information that compromises safety or security of any information or person;
9. No comments regarding political campaigns or ballot measures [state law prohibits use of City resources for such];

Employees posting on City sites or third party sites, if the posting occurred in the scope of employment or concerns City business or information, shall adhere to the following rules:

- Social networking and video site users are required to write/post content under their own names. Pseudonyms and anonymous postings are prohibited, when using City equipment or City-hosted social networking or video sites.
- Unless approved by the City, employees are prohibited from mentioning the City or identifying themselves as employees of the City via text, photos, art, City logos, City uniforms, City letterhead, City products, City trademarks, or any other image, copy, or content, when using a personal social networking and video site.
- Employees must incorporate the following legal disclaimer into their personal social networking pages and public video site posts when making statements regarding matters of public concern that may in any way impact or be related to City business: "The opinions expressed on this social networking profile (video site) are my own personal opinions. They do not reflect the opinions of my employer."
- Employees are prohibited from attacking, defaming, harassing, discriminating against, menacing, threatening, or otherwise exhibiting inappropriate or offensive behavior, attitudes, opinions, or commentary toward or about coworkers, supervisors, executives, customers, vendors, shareholders, the media, or other third parties, when using a personal social networking site or public video site.
- Employees are prohibited from disclosing confidential, protected, proprietary, or private information about the City or obtained in the scope of employment.
- Employees are prohibited from disclosing information in regards to the City, its products, services, financials, plans, employees, customers, partners, suppliers, or other third parties, when using a personal social networking site or public video site.
- Employees are prohibited from using a City-provided or personal cell phone or smartphone camera or video recorder to take, transmit, download, or upload to social networking or video sites any photos or videos of coworkers, executives, customers, suppliers, and any other third party without first securing the written permission of the subject if applicable and their Department Manager, and/or an authorized member of management.
- Employees are prohibited from using a City-provided or personal cell phone or Smartphone camera or video recorder to take, transmit, download, or upload any business- or City- related photos or videos to City computers, personal computers and social networking or video sites without first securing written permission from their Department Manager as well as an authorized member of City management if applicable. Banned photos and videos include, but are not limited to, the following:

- (1) “funny,” embarrassing, or unprofessional images of City employees, executives, customers, suppliers or other third parties;
- (2) City buildings (internal and external), offices, facilities, operations, services, confidential data, and internal documents;
- (3) City uniforms, logos, signage, trademarks, business cards, letterhead, literature, or any other printed or electronic content that can be used to identify the City or past and current employees.

- Employees are prohibited from disclosing financial information about the City without permission.
- Employees must adhere to the City’s written Personnel Policies and Procedures Handbook when using a personal social networking site or public video site. Prohibited content includes, but is not limited to, obscene, profane, adult-oriented, pornographic, harassing, discriminatory, menacing, threatening, and otherwise offensive text, art, photos, videos, graphics, cartoons, or other images and content.
- Employees may not post content or conduct activities that violates applicable local, state, or federal laws or regulations when using a personal social networking site or public video site, or a City-hosted social networking or video site.

Violation of City’s Social Media Site policy (or any other City policy) will result in disciplinary action, up to and including termination.

5.19 Code of Ethics

Park City employees are subject to the Code of Ethics, Title 3 of the Municipal Code and the Municipal Officers and Employees Ethics Act, Section 10-3-1301 *et seq*., Utah Code Annotated 1953, as amended, which establishes standards of conduct for employees to disclose actual or potential conflicts of interest between public and personal duties. Employees are responsible for complying with the disclosure requirements for personal interest and restrictions governing the acceptance of gifts.

5.20 Smoking

All government buildings are designated as “smoke free” under Utah Code Annotated Section 26-38-3. The City recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is restricted in all City facilities except for areas where it is specifically authorized. Smoking is prohibited during the operation of City equipment or while driving City vehicles. The City does not discriminate against individuals on the basis of their uses of legal products such as tobacco, if the use occurs during non-working hours and off of City premises. Failure to comply with this policy may result in disciplinary procedure up to and including termination.

5.21 Consumer Reports

The City maintains the right to request consumer reports as a condition of hire, promotion or transfer when necessary, under the Fair Credit Reporting Act (Title VI of the Consumer Credit Protection Act). Consumer reports may consist of financial credit checks, criminal background checks, etc.

The City may at its discretion not extend an offer of employment, promotion or transfer to a candidate where debt history or standing may indicate financial irresponsibility for a position which requires financial honesty and aptitude.

The National Child Protection Act of 1993 (NCPA), as amended by the Volunteers for Children Act (VCA), authorizes a state and national criminal background check to determine the fitness of an employee or volunteer with unsupervised access to children, the elderly, or individuals with disabilities. Applicants for specified full-time, part-time, seasonal, and volunteer positions in which there may be unsupervised access or exposure to children, the elderly, or individuals with disabilities, will be required to apply for a criminal history background check as a condition of employment or volunteer purposes prior to final determination of appointment. The City reserves the right to deny employment or acceptance of a volunteer position to any person convicted of, or is under pending indictment for, a crime that bears upon his/her fitness to be employed or serve as a volunteer for a position of trust over children, vulnerable adults or persons with disabilities.

Candidates for employment who are required to submit to consumer reports such as background and/or credit checks must provide written authorization to do so, and may expect the following:

- Be notified before a report is obtained.
- Be informed of the name and address of the reporting agency.
- Should information obtained on a consumer report which prohibits a candidate from obtaining a position with the City, they will be informed with a notice which will include the name, address and phone number of the consumer reporting agency, a statement that the agency supplying the report did not made the decision to take adverse action and a notice of the individual's right to dispute the accuracy or completeness of any information furnished, and their right to an additional free report from the agency upon request within 60 days.

Information obtained from consumer reports will be available only to those staff members who have a legitimate need. Any employee who disseminates or uses information obtained from the consumer report for purposes other than that specified above will be subject to disciplinary action up to and including termination, and may also be subject to civil liability.

The City also maintains the right to perform consumer reports as part of an investigation of wrongdoing and/or policy violation of any current employee if applicable and as part of an ongoing investigation.

5.22 Youth Protection

The City has no tolerance for mistreatment of children or diminished capacity adults within the programs it administers. Staff or volunteers suspected of abuse will be removed from involvement with youth programs pending investigation. A finding of cause to believe that abuse occurred by an investigating agency shall be sufficient cause for disciplinary action up to, and including termination from employment or termination from volunteer service.

Every allegation of wrongdoing involving children shall be reported immediately to the Park City Police Department. City staff shall not take it upon themselves to investigate allegations of abuse by parents, guardians, City staff or volunteers, or any other person. City staff shall cooperate fully as necessary with investigations conducted by appropriate state agencies.

Isolated one-on-one contact between a staff member or volunteer and a child is discouraged, and should be avoided when possible or not prohibited by business need.

Section Six (6)
PROCEDURES FOR EMPLOYEE COMPLAINTS,
DISCHARGE AND TRANSFER APPEALS

6.1 Complaint Procedure

Employees who have an issue or concern about their employment that does not involve a transfer or discharge shall have the opportunity to discuss the issue with management. The first step is a discussion of the issue or concern with the employee's immediate supervisor. If a satisfactory resolution is not reached, the employee shall have the right to pursue the issue through the organization's chain of command. If the employee does pursue the issue, it shall be his/her responsibility to inform the manager at each level of the intent to pursue resolution to the next level. The final step of this process shall be a discussion with the City Manager whose determinations shall be final.

6.2 Discharge and Pre-Termination Hearing

Only the City Manager or his/her designee may discharge an employee. Prior to being discharged, an employee shall have the right to know the reason for his/her discharge and have the opportunity to discuss the discharge with his/her Department Manager and/or the City Manager if he/she wishes to do so.

6.3 ETDAB Appeal Rights and Procedure

- Except as otherwise provided in Subsection (b) herein, in cases of involuntary transfer to a position with less remuneration, suspension without pay for more than two days, or discharge, employees shall have the right to appeal to the Employee Transfer and Discharge Appeal Board (ETDAB) as set forth in Utah Code Annotated Sections 10-3-1105 and –1106 as amended.

- Pursuant to Utah Code Annotated Section 1105, the ETDAB appeal rights provided herein do not apply to: (1) an officer appointed by the Mayor or City Council, which includes the City Manager, the City Attorney, the City Recorder, and the City Treasurer; (2) the Chief of Police; 3) a probationary employee of the municipality; 4) a part-time or contract employee of the municipality; 5) a seasonal employee of the municipality; and 6) a student intern of the municipality.

  Nothing in this section or other sections may be construed to limit a municipality's ability to define cause for an employee termination or reduction in force.

- An employee to which ETDAB appeal rights apply may not be discharged, suspended without pay, or involuntarily transferred to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of department. Any employee who is discharged, suspended without pay for more than two days, or involuntarily transferred to a position with less remuneration, for any reason, shall have the right to appeal the discharge, suspension without pay, or involuntary transfer to the ETDAB. Appeals to the ETDAB shall be taken by filing written notice of the appeal with the City Recorder within ten days of the discharge, suspension without pay, or involuntary transfer.

The ETDAB shall be created by ordinance and consist of five members, three of whom shall be chosen by and from the appointive officers and employees. The other two shall be members of the governing body (City Council). ETDAB's procedure for conducting an appeal and the applicable standard of review shall be prescribed by the City Council pursuant Utah Code Annotated Section 10-3-1106, as amended.

The Administrative Rules of the Employee Transfer and Discharge Appeals Board (ETDAB) are available in Human Resources. Copies of Utah Code Annotated Sections 10-3-1105 and – 1106, as amended, are available at the Legal Department.

6.4 Exit Interview

All Full-Time Regular employees will be given an exit interview questionnaire. The purpose of this questionnaire is to gather information on improvement of the City. All terminating full-time regular employees are encouraged to meet with the Human Resources Manager for an exit interview. The purpose of this interview is to gather information to assist management in identifying areas that are satisfactory and those that need improvement. Exit interview information is not confidential and may be disclosed to the employee's manager, the Human Resources Manager and/or the City Manager.

6.5 American with Disabilities Act Complaints

The Human Resources Manager is the City's Americans with Disabilities Act (ADA) Coordinator. The ADA Coordinator coordinates the ADA compliance effort and processes complaints in the compliance with the ADA grievance procedure to ensure that qualified disabled individuals are not excluded from or denied the benefit of City programs. The procedure for handling potential ADA grievances is as follows:

a. Complainants file verbal or written complaints with the Human Resources Manager.

b. Complaints must include the complainant's name and address and should briefly describe the alleged ADA violation.

c. Complainants must file their complaint within 10 days of becoming aware of the alleged ADA violation.

d. The ADA Coordinator conducts a thorough investigation of the complaint and affords all interested persons and their representatives the opportunity to submit oral or documentary evidence relevant to the complaint.

e. The ADA Coordinator issues a written determination as to the validity and resolution of the complaint and forwards a copy to the complainant no later than 30 days after the complaint is filed.

f. If the complainant is dissatisfied with the resolution of the complaint, the complainant may request reconsideration. Complainants may file requests for reconsideration with the City Manager or the City Manager's designee within 10 days if issuance of the written documentation.

g. The rights of complainants to prompt and equitable resolution of complaints filed hereunder are not impaired by the complainant's pursuit of other remedies, such as filing of an ADA complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

h. The ADA Coordinator maintains City files and records relating to the filing and processing of ADA complaints.

Section Seven (7)
EMERGENCY MANAGEMENT

7.1 Employee Identification Cards

Provide a means of quickly identifying PCMC employees and the capacity in which they serve the City. This identification will be used for security purposes in the event of a citywide emergency or disaster situation. The identification system may also be used as a means of identification for daily operations, building and/or restricted area access.

All PCMC employees are required to have a PCMC ID card while on duty and visibly displayed by the employee on a lanyard or clip.

Additional information on Employee Identification Card requirements can be found on the Emergency Management Procedure Manual found on the Employee Portal or in the Human Resources Department.

7.2 Emergency Work Requirements

Obligation to Work: In the event of a city emergency, employees (including contract, part-time and seasonal employees) will be required to report to work as soon as possible unless they are medically unable to do so.

Failure to contact PCMC as outlined in Section 4.11 of this manual may result in termination.

Additional information on Emergency Work Requirements can be found in the Emergency Management Procedure Manual found on the Employee Portal or in the Human Resources Department.

7.3 NIMS (National Incident Management System) Training

Mandatory NIMS training requirements, as outlined in either job descriptions, the Comprehensive Emergency Management Plan (CEMP) and/or by departments, must be completed within six (6) months from an employee’s date of hire.

Additional information on NIMS Training requirements can be found in the Emergency Management Procedure Manual found on the Employee Portal or in the Human Resources Department.

7.4 Other Emergency Management Policies

The PCMC Administrative Policy & Procedure (AP&P) Manual has a number of additional policies that are Emergency Management related.

Additional information on other Emergency Management Policies can be found in the Emergency Management Procedure Manual found on the Employee Portal or in the Human Resources Department.

Resolution No.

A RESOLUTION ADOPTING THE REVISED PERSONNEL POLICIES AND PROCEDURES MANUAL, DATED JULY 1, 2013 FOR PARK CITY MUNICIPAL CORPORATION

WHEREAS, personnel policies and procedures may be adopted and amended at the discretion of the City Council and are subject and subordinate to applicable federal and state laws, rules, and regulations, and local ordinances; and

WHEREAS, purpose of the manual is to provide for guidance regarding the fair and consistent administration of city personnel, but neither any contract nor implied contract rights are created hereby; and

WHEREAS, the City Manager, Legal Department, Human Resources Department, management team and the Policies and Procedures Committee has reviewed the proposed amendments of the Revised Personnel Policies and Procedures and recommends adoption by the City Council; and

WHEREAS, the City Council deems it in the best interest of the employees of Park City Municipal Corporation to formally adopt them;

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

SECTION 1. ADOPTION . The Personnel Policies and Procedures Manual, dated July 1, 2013 attached hereto, is hereby adopted and the 2012 version is hereby repealed including any temporary amendments thereto adopted by the City Manager

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect on July 1, 2013.

PASSED AND ADOPTED THIS________________________________

PARK CITY MUNICIPAL CORPORATION

____

Mayor Dana Williams

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark Harrington, City Attorney

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JUNE 6, 2013

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Redevelopment Agency to order at approximately 7:20 p.m. at the Marsac Municipal Building on Thursday, June 6, 2013. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Executive Director; Mark Harrington, City Attorney; and Nate Rockwood, Capital Budget Manager.

II PUBLIC INPUT

None.

III MINUTES OF MEETING OF JANUARY 10, 2013

The Chairman requested a motion to approve. Liza Simpson, "I so move". Cindy Matsumoto seconded. Motion carried unanimously.

IV NEW BUSINESS

Consideration of a Resolution designating a potential Bonanza Park Community Development Area and authorizing the drafting of a Project Area Plan and Project Area Budget for the designated area – The Mayor recognized Bob Derber.

Bob Derber, resident, expressed concerns about the Bonanza Park Development Area CDA being scheduled for approval at this time without a Plan. Liza Simpson explained that action is not approval of the CDA but to direct the drafting of a Project Plan.

Mr. Derber encouraged people to look at YouTube videos to view public meetings held about Bonanza in 2010 and 2011 hosted by Mark Fisher. At that point the substation was proposed to be located on Munchkin Road and further away from the apartments. There was no discussion about funding this particular development at that time.

Andy Beerman, "I move we designate a potential Bonanza Park Community Development Area and authorize the drafting of a Project Area Plan and Project Area Budget for the designated area". Alex Butwinski seconded. He asked how specific the Project Plan needs to be and whether the generic site plan would be adequate. Nate Rockwood believed that is not enough. It satisfies some requirements of the Bonanza Park Plan but the specific developments must be more defined so that the budget piece can be calculated which is important. The Plan will identify square footage, number of units, etc. for each phase. Motion carried.

Andy Beerman	Aye
Alex Butwinski	Aye
Cindy Matsumoto	Aye
Dick Peek	Nay
Liza Simpson	Aye

V ADJOURNMENT

With no further business, the regular meeting of the Redevelopment Agency was adjourned.

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

Prepared by Janet M. Scott, Secretary

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JANUARY 10, 2013

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Municipal Building Authority to order at approximately 6:45 p.m. at the Marsac Municipal Building on Thursday, January 10, 2013. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek, and Liza Simpson. Staff present was Diane Foster, Interim City Manager and Tom Daley, Deputy City Attorney.

II PUBLIC INPUT

None.

III MINUTES OF MEETING OF JANUARY 5, 2012

The Chairman requested a motion to approve. Cindy Matsumoto, "<u>I so move</u>". Liza Simpson seconded. <u>Motion unanimously carried</u>.

IV CONSENT AGENDA

<u>Resolution establishing a regular meeting date, time, and location for 2013 meetings and appointing officers of the Board of Directors of the Park City Municipal Building Authority</u> – Dick Peek, "<u>I move we approve the Consent Agenda</u>". Andy Beerman seconded. <u>Motion unanimously carried</u>.

V ADJOURNMENT

With no further business, the regular meeting of the MBA was adjourned.

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

Prepared by Janet M. Scott, Secretary

City Council
Staff Report

Author: Jonathan Weidenhamer
Subject: DABC Lease Renewal
Date: June 20, 2013
Type of Item: Administrative

Summary Recommendations:
Review and approve Lease Addendum 4 in a form approved by the City Attorney, with the DABC for their tenant space located at 460 Swede Alley, Unit 100.

Background
On June 8, 2008 City Council approved a 5 year lease with the DABC to relocate the store in the basement of the museum to the new space under the radio station. The space is 1,790 square feet. City Council agreed to a rate of $5.80/sf based upon the fact that the Main Street Liquor Store at the time grossed in excess of $1.3 million per year, and with the City's tax rate of 2.25%, the City received around $26,000 per year in tax revenues.

Analysis
The DABC Swede Alley store provides a valuable and convenient amenity for residents and visitors. Their annual sales continue to increase, with the most recent year at approximately $1.65MM. The amended lease will extend the existing terms for 61 Months, expiring on June 30, 2018, and shall continue on a month-to-month basis until terminated by either party. The rate agreed upon is $5.80 per square foot per year ($10,382 annually). The lease will be with the Utah Division of Facilities Construction and Management.

Department Review
Legal, City Manager, and Sustainability have reviewed this staff report.

Alternatives
A. Approve the Request:
Approve the lease Addenda and allow the DABC to continue their business located at 430 Swede Alley, Unit 100. **This is staff's recommendation**.
B. Modify the Request:
Modify the terms and approve the lease.
C. Deny the Request:
Deny the lease, thereby requiring the DABC to find a new location.
D. Continue the Item:
The City Council may continue the item for more information and discussion.

Significant Impacts:
Should Council decline to enter into the lease it is unclear if the DABC will retain a presence Downtown. Staff finds they provide an important service to both residents and guests.

Recommendation:
Review and approve Lease Addendum 4 with the DABC for their tenant space located at 460 Swede Alley, Unit 100.

Exhibits:
Exhibit A – 4^{th} Addendum
Exhibit B – Third Amendment to Lease Agreement
Exhibit C – Original, 1^{st} Amended, and 2^{nd} Amended Leases

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 88-2073
AMENDMENT NO. 4

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter referred to as "LESSOR," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "LESSEE," for the use of the Department of Alcoholic Beverage Control.

WITNESSETH

THAT WHEREAS, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 88-2073) for 1,790 square feet of retail space in the facility located at 460 Swede Alley, Unit 100, Park City, Utah, which Lease Agreement commenced November 1, 1987, and was partially amended by Amendments No. 1, 2 and 3, which Amendment No. 3 expires May 30, 2013; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional sixty-one (61) months renewal or extended term.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. <u>RENEWAL OR EXTENDED TERM</u>

1.1 This Lease Agreement is hereby renewed and extended for an additional term of sixty-one (61) months which term shall commence on June 1, 2013 and shall expire June 30, 2018, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 4, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. <u>OPTION TO RENEW</u>

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of FIVE (5) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 4, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to be exercised.

2.2 To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least thirty (30) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

2.3 The parties shall have thirty (30) days after LESSOR receives the option notice in which to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease stating the base rentals.

2.4 If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the option notice shall be of no effect and the Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

PARAGRAPH 3. <u>CONSIDERATION</u>

3.1 For the renewal or extended period beginning June 1, 2013, and ending June 30, 2018, the sum of the annual base rentals shall be payable by LESSEE to LESSOR for the 1,790 square feet, more or less, of retail space according to a rental rate of $5.80 per square foot per year, for an annual rental of $10,382.00. LESSEE shall pay such annual base rentals in one annual payment within fifteen days of the first day of July each year during the term hereof.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 4 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 4 to be executed.

LESSEE
State of Utah

____
John Nichols Date
Real Estate and Debt Manager
Division of Facilities Construction and Management

______________________________ 4/22/13
Sal D. Petilos Date
Director
Department of Alcoholic Beverage Control

LESSOR
PARK CITY MUNICIPAL
BUILDING AUTHORITY

____
Dana Williams Date
Chairman

____
Jan Scott Date
City Recorder

Budget Officer Date
Department of Alcoholic Beverage Control

APPROVED as to Form:

Mark D. Harrington Date
City Attorney

APPROVED:

Utah Division of Finance

EXHIBIT B

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 88-2073
AMENDMENT NO. 3

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter referred to as "LESSOR," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "LESSEE," for the use of the Department of Alcoholic Beverage Control.

W I T N E S S E T H

THAT WHEREAS, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 88-2073) for 1,380 square feet of retail space in the facility located at 528 Main Street, Park City, Utah, which Lease Agreement commenced November 1, 1987, and was partially amended by Amendments No. 1 and 2, which Amendment No. 2 expired December 31, 2005 and continued thereafter on a month-to-month basis; and

WHEREAS, LESSEE had vacated the Leased Premises at 528 Main Street, Park City, Utah, causing this lease to be closed and inactive until execution of this Amendment No. 3; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional five (5) years renewal or extended term.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. <u>LEASED PREMISES</u>

1.1 Effective on the date of beneficial occupancy of the new Leased Premises and LESSEE'S acceptance of the new Leased Premises as built out by LESSOR, estimated to be June 17, 2008, the location of the Leased Premises shall be changed from its previous location at 528 Main Street, Park City, Utah, to 1,690 square feet, more or less, of retail space in a new building at 460 Swede Alley, Unit 100, Park City, Utah, as shown on Exhibit A which is attached hereto and made a part hereof. LESSEE agrees not to sublet any part of or all of the Leased Premises.

PARAGRAPH 2. <u>RENEWAL OR EXTENDED TERM</u>

2.1 This Lease Agreement is hereby renewed and extended for an additional term of five (5) years which term shall commence on June 1, 2008 and shall expire May 30, 2013, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 3 of this Lease Amendment No. 3, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 3. <u>OPTION TO RENEW</u>

3.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of FIVE (5) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 3, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to be exercised.

3.2 To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least thirty (30) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

3.3 The parties shall have thirty (30) days after LESSOR receives the option notice in which to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease stating the base rentals.

3.4 If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the option notice shall be of no effect and the Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

PARAGRAPH 4. <u>CONSIDERATION</u>

4.1 For the renewal or extended period beginning on the date of beneficial occupancy of the new Leased Premises and LESSEE'S acceptance of the new Leased Premises, estimated to be June 17, 2008, and ending May 30, 2013, the sum of the annual base rentals shall be payable by LESSEE to LESSOR for the 1,700 square feet, more or less, of retail space according to a rental rate of $5.80 per square foot per year, for an annual rental of $9,800.00. Lessee shall pay a pro-rated rate from the date of beneficial occupancy through June 30, 2008. For the remaining years, Lessee shall pay such annual base rentals in one annual payment within fifteen days of the first day of July each year during the term hereof.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 3 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 3 to be executed.

LESSEE State of Utah	LESSOR PARK CITY MUNICIPAL BUILDING AUTHORITY
__________________________ Kent Beers Date Assistant Director Division of Facilities Construction and Management	__________________________ Dana Williams Date Chairman
__________________________ DennisKellen Date Director Department of Alcoholic Beverage Control	__________________________ Jan Scott Date City Recorder
__________________________ Budget Officer Date Department of Alcoholic Beverage Control	APPROVED as to Form: __________________________ Mark D. Harrington Date City Attorney

APPROVED:

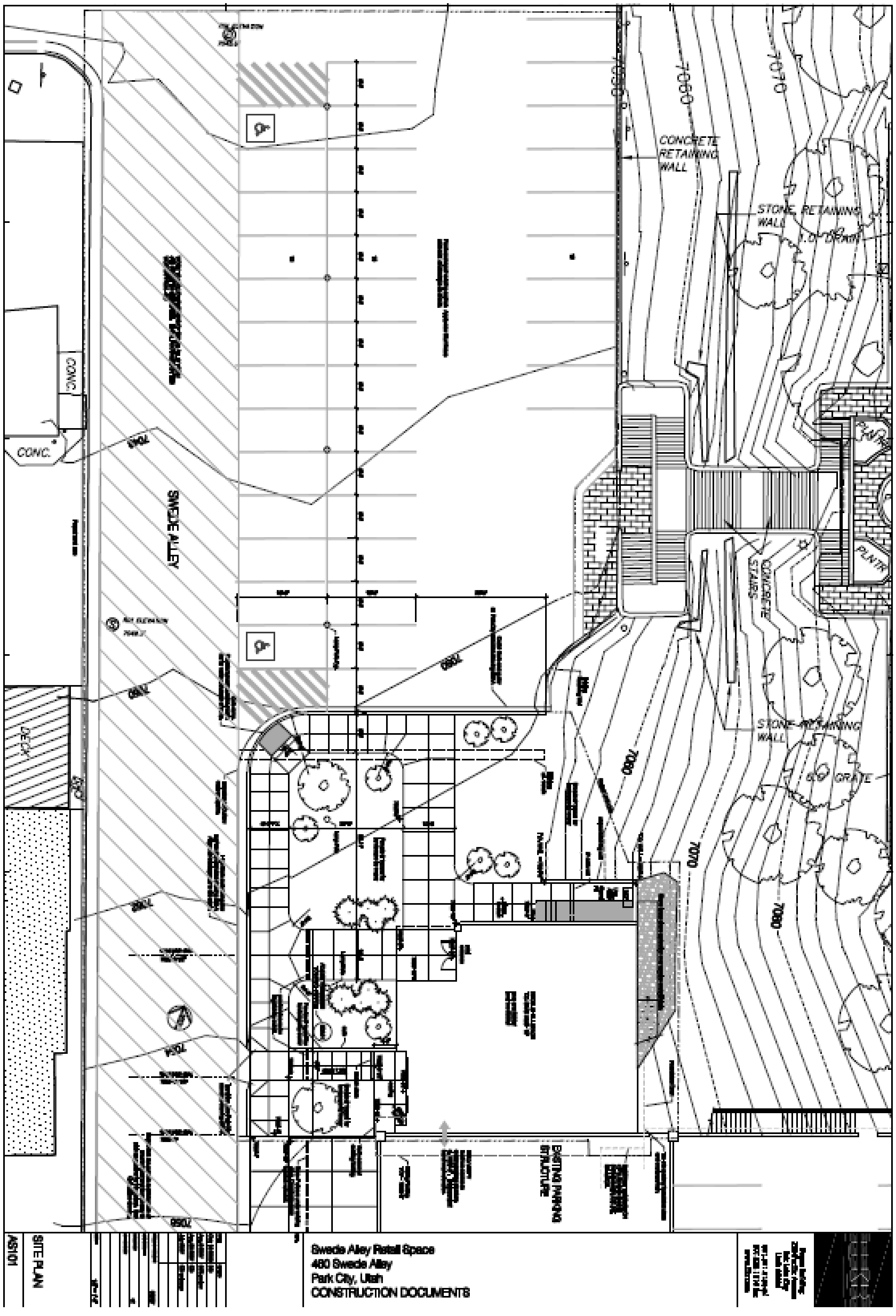
____

Utah Division of Finance

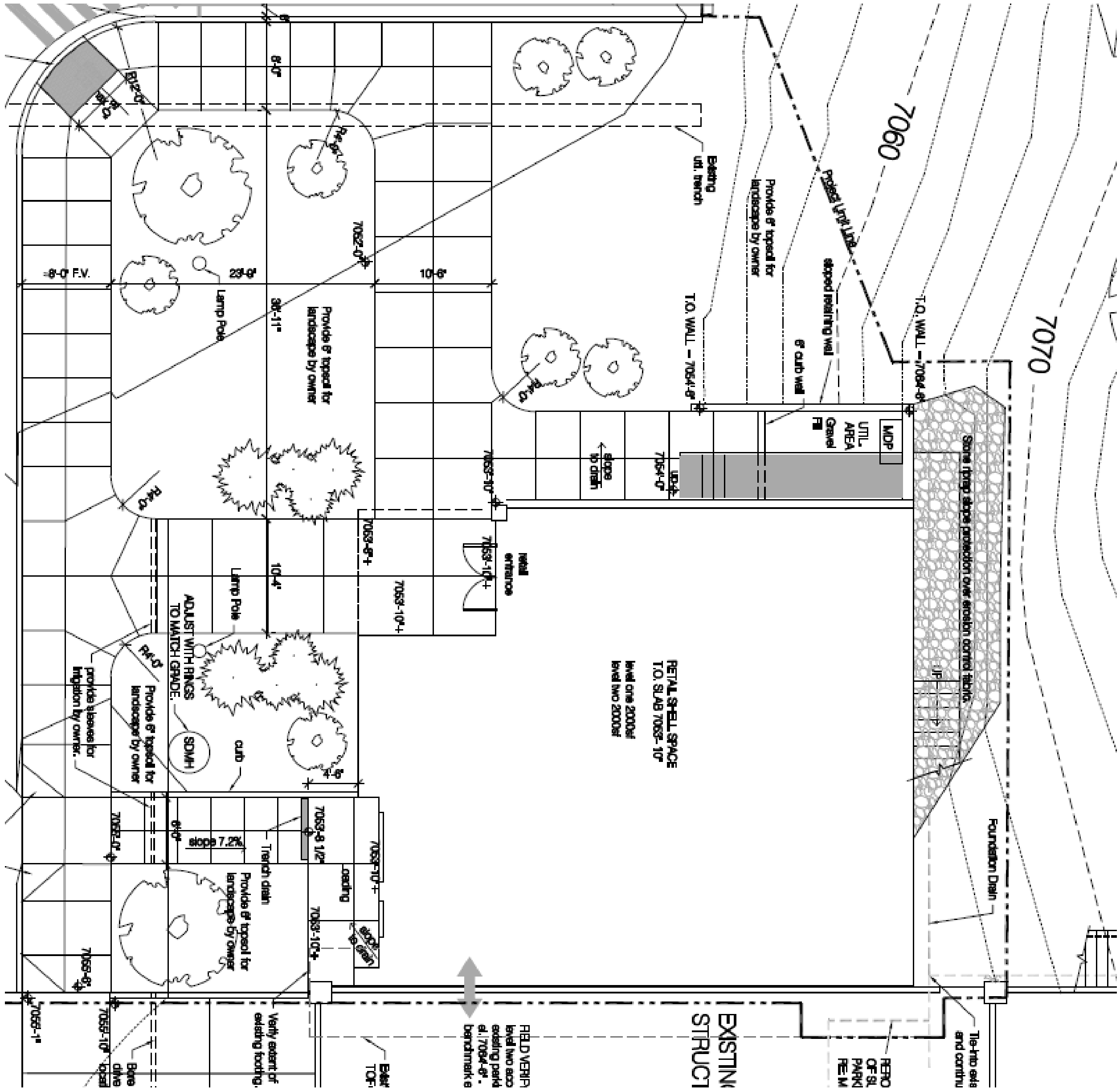
EXHIBIT A

LEASED PREMISES

Exhibit “A”
Property Description



Site Plan



(Floor plan)

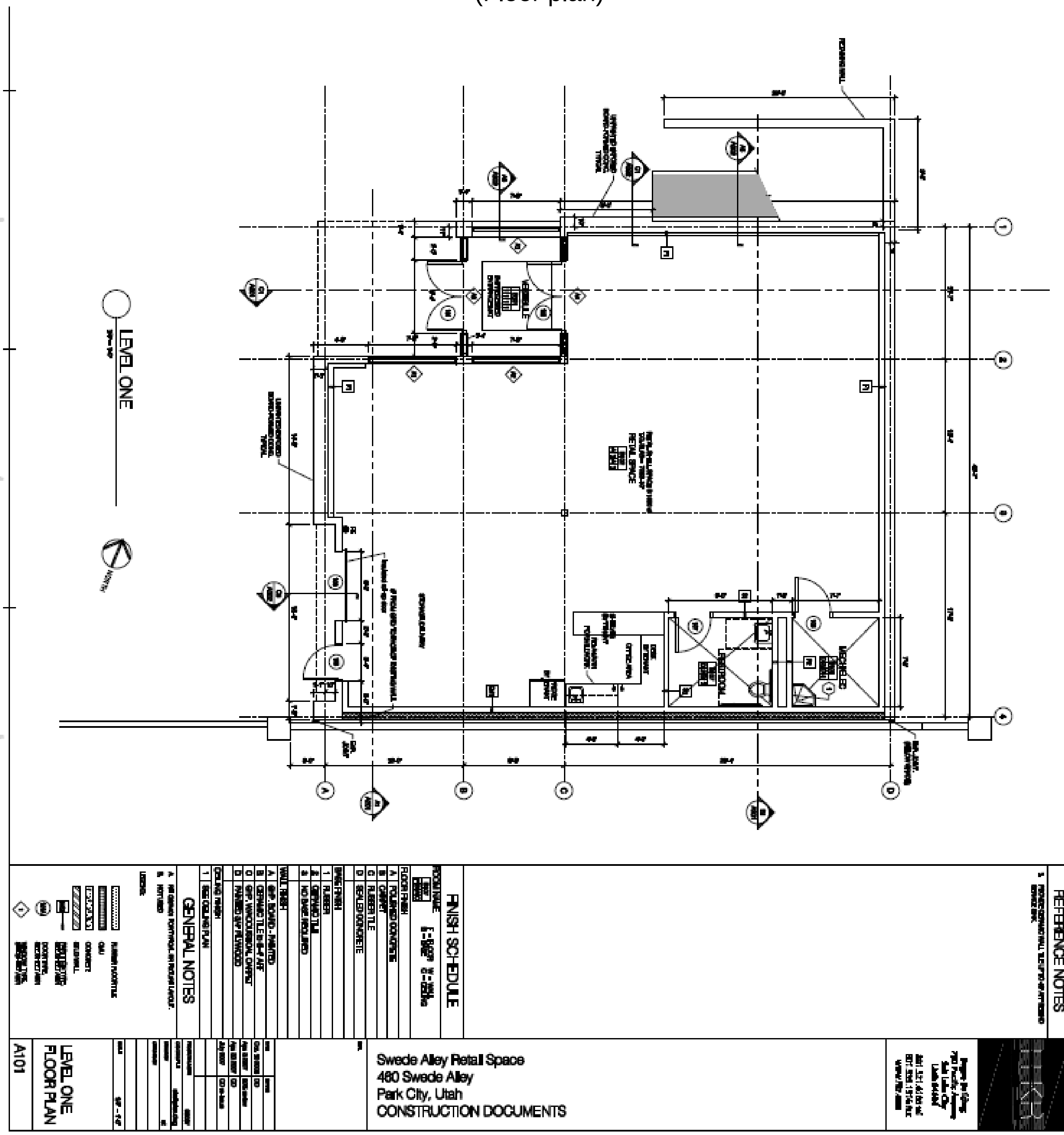

LEVEL ONE
FINISH SCHEDULE
GENERAL NOTES
REFERENCE NOTES
Swede Alley Retail Space
480 Swede Alley
Park City, Utah
CONSTRUCTION DOCUMENTS
LEVEL ONE
FLOOR PLAN
A101

Exhibit C
Previous leases.

LEASE AGREEMENT BETWEEN
PARK CITY MUNICIPAL BUILDING AUTHORITY AND THE STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

THIS LEASE AGREEMENT is made and entered into between PARK CITY MUNICIPAL BUILDING AUTHORITY (hereinafter called "Lessor"), and the State of Utah, Division of Facilities Construction and Management, for and in behalf of the DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (hereinafter called "Lessee).

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. LEASED PREMISES. Lessor hereby leases and rents unto Lessee, and Lessee hereby takes as tenant under Lessor, that certain real property comprising of one thousand three hundred and eighty (1,380) square feet of retail selling space with access to two hundred (200) parking stalls, with a street address of 528 Main Street, Park City, Utah. The leased premises shall be used by Lessee for the operation of a Utah State Package Liquor Store. (Appendix A - Floor Plan is attached hereto and made a part of this Agreement.)

SECTION 2. TERM OF LEASE. The term of this Lease shall be seven (7) years which term shall commence on November 1, 1987 and expire on October 31, 1994 and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by Lessee pursuant to Section 3 of this Lease, until terminated by either party by giving sixty (60) days advance written notice to the other party, or until terminated pursuant to Paragraph 17 hereof.

SECTION 3. OPTION TO RENEW. Lessor covenants with Lessee that Lessor shall, at Lessee's option, again grant and lease to Lessee at the expiration of the lease term, the premises pursuant to the provisions of this Lease for and during the term of seven (7) years thereafter, with a like covenant for future renewals of the Lease as is contained in the Lease, and on the same terms and conditions, except as to the fixed rental reserved, which rental shall be determined by negotiation between the parties.

SECTION 4. CONSIDERATION. In consideration of granting this Lease Agreement, the sum of the annual rentals payable by Lessee to Lessor shall be twelve dollars ($12.00). Lessee shall pay Lessor said amount on the first day of November each and every year during the term of the Lease. All rental payments shall be made payable and delivered to Lessor at the following address:

Park City Municipal Building Authority
445 Marsac Avenue
P. O. Box 1480
Park City, Utah 84060

SECTION 5. REPRESENTATION.

(a) Lessor represents that they are the lawful owners or lawful representatives of the owners of the Leased Premises and that they have the right to Lease the same as herein provided and guarantee quiet and peaceable enjoyment of the Leased Premises to Lessee.

(b) Lessee represents that it has examined the Leased Premises and has not relied upon any statements, representations or agreements whatsoever as to the condition of the Leased Premises, and Lessee accepts the same with the understanding the building meets all code requirements.

SECTION 6. INDEMNIFICATION. Each party shall indemnify and save harmless the other party, its officers, agents and employees, from and against all claims, lawsuits, damage, injury or liability claims however caused by said party, its agents or employees.

SECTION 7. SERVICES PROVIDED BY LESSEE. Lessee agrees to pay for the following utilities furnished to the Leased Premises during the term hereof to-wit: electricity, heat, water, sewer, air conditioning, janitorial, and snow removal.

SECTION 8. FIRE INSURANCE. Lessor agrees to keep the Leased Premises fully insured to protect the same from loss or damage by fire, extended coverage, vandalism, and malicious mischief at all times during the term of this lease agreement. All costs of such insurance shall be borne by the Lessor. Lessee shall be responsible for damages to all personal property it may locate in the Leased Premises except damage thereto caused by Lessor's negligence.

SECTION 9. REPAIR AND MAINTENANCE.

(a) All repairs and maintenance of the Leased Premises shall be made at the sole cost and expense of Lessor. Lessor shall be responsible for

(1) all roof and structural repairs, wind damage, and glass breakage;

(2) providing full service repair and maintenance of hating and air conditioning equipment;

(3) all plumbing repairs or maintenance;

(4) providing ground and parking lot maintenance.

Lessor agrees to make timely repairs and have adequate maintenance procedures.

(b) In the event of failure by Lessor to provide any services under this Agreement and said failure goes uncorrected for fifteen (15) days after written notice to Lessor, the Lessee shall have the right to secure said services and to deduct the cost thereof from the rental payments.

(c) Lessee agrees not to commit or permit waste of or on the Leased Premises, and agrees to be responsible for all repairs necessitated by acts of waste committed by Lessee, its employees, agents and invitees.

SECTION 10. DAMAGE OR DESTRUCTION OF LEASED PREMISES. In the event the Leased Premises shall be damaged or destroyed by fire or by any other means and are thereby made partially or totally untenable at any time during the term of this Lease Agreement, Lessee shall have the option to:

(a) terminate this Lease as of the date of such damage or destruction, or

(b) continue this Lease Agreement in force and effect for the remainder of the Lease term if the Leased Premises are only partially destroyed or damaged and are repaired within ninety (90) days from the date of such destruction or damage. It is mutually agreed that all rentals shall abate until such time as the repairs to the Leased Premises are completed.

SECTION 11. LESSEE'S PERSONAL PROPERTY AND FIXTURES. All personal property and fixtures placed in or upon the Leased Premises by Lessee shall not become part of the Leased Premises and Lessee shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

SECTION 12. TERMINATION AND SURRENDER OF LEASED PREMISES. Lessee agrees to quit and surrender peaceable possession of the Leased Premises to Lessor when this Lease Agreement is terminated. Lessee agrees to leave the Leased Premises in as good a state of repair and sanitary condition as when received, reasonable wear and tear and damage by the elements or by fire excepted.

SECTION 13. JUDICIAL INTERVENTION. In the event a court of competent jurisdiction, for any reason and at any time during the term of this Lease Agreement, shall prohibit Lessee from using the Leased Premises for the purpose for which it was leased, by temporary injunction or abolishment of program, Lessee shall have the option to:

(a) terminate this Lease Agreement without any further liability, cost and expense to Lessee or

(b) to continue this Lease Agreement in force and effect for the full term.

SECTION 14. LESSEE'S CONTROL. It is understood and agreed that the Lessor has no control or interest in any manner of the activities contemplated by the Lessee pursuant to the provisions of this Lease and Lessor shall not be involved therein in any manner, other than the right to receive the rentals herein reserved and the right to the return of the Leased Premises as herein provided. Lessee has the right to sublet any part of or all of Leased Premises, but shall not so sublet or assign this Lease Agreement without the written consent of Lessor.

SECTION 15. COST AND ATTORNEY'S FEES. In case of default in carrying out the terms and conditions of this Lease, the party in default agrees to pay a reasonable attorney's fee and all costs of the other party in enforcing this Lease. If a breach of contract is alleged by either party against the other party, fifteen (15) days prior written notice of default shall be given to the other party before any legal action is taken.

SECTION 16. MANNER OF GIVING NOTICE. Any and all notices required by the Lease Agreement shall be in writing and delivered personally to the party to whom notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Lessor:

Park City Municipal
Building Authority
Chairman Hal W. Taylor
445 Marsac Avenue
P. O. Box 1480
Park City, Utah 84060

If to Lessee:

State of Utah
Department of Alcoholic
Beverage Control
1625 South 900 West
P. O. Box 30408
Salt Lake City, Utah 84130-0408

With a copy to:

Division of Facilities
Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

SECTION 17. OPTION TO TERMINATE LEASE. Lessee and Lessor both acknowledge that Lessee cannot contract for payment of funds not yet appropriated by the Utah State Legislature and that the space requirements of this Lease by be altered by a federal act or an act of the Utah State Legislature occurring before the expiration of this Lease. Lessee, therefore, reserves the right for the above reasons to terminate the contract by giving sixty (60) days notice in the manner heretofore stated in this Lease Agreement. This Lease may be cancelled at the end of each lease year by either party by giving sixty (60) days advance written notice to the other party.

SECTION 18. LESSOR'S COMPLIANCE TO STATE CODES AND REQUIREMENTS. Lessor shall engage a Certified Industrial

Hygienist to confirm that no asbestos exists in the building. If the Lease space does not comply with the state codes, including handicap code; the Lessor will be notified in writing of the corrections needed. The Lessor shall have six (6) months to begin work to comply with the written notice and one year to complete the work. If the Lessor fails to comply with the written notice the Lessee has the right to withhold lease monies until the space complies with the state codes.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease to be executed.

LESSOR
Park City Municipal
Building Authority

12-4-87
Hal W. Taylor Date
Chairman

LESSEE
State of Utah

12-14-87
Dennis R. Kellen Date
Manager of Operations
Department of Alcoholic
Beverage Control

APPROVED AS TO FORM:

James W. Carter Date
Park City Attorney

12-16-87
John P. Soltis Date
Assistant Attorney General
State of Utah

12-15-87
Joyce H. Milne Date
Division of Facilities
Construction and Management

APPROVED AS TO THE AVAILABILITY OF FUNDS:

16 Dec 87
Forrest Terry Date
Utah Division of Finance

14 Dec 87
Richard Pearson Date
Management Services Coord.
Department of Alcoholic
Beverage Control

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 88-2073
AMENDMENT NO. 1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter called "LESSOR", and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, for and in behalf of the Department of Alcoholic Beverage Control, hereinafter called "LESSEE".

W I T N E S S E T H

THAT WHEREAS, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 88-2073) for 1,380 square feet of retail store space in the facility located at 528 Main Street in Park City, Utah, which Lease Agreement commenced November 1, 1987, and is currently continuing on a month-to-month basis; and

WHEREAS, LESSEE and LESSOR mutually desire to renew the subject Lease Agreement for an additional six and one-half (6.5) years extended or renewal term; and

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. <u>RENEWAL OR EXTENDED TERM</u>
LESSEE and LESSOR hereby renew and extend this Lease Agreement for an additional term of six and one-half (6.5) years which term shall commence July 1, 1996, and shall expire December 31, 2002, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 1, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

a. LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the premises pursuant to the provisions of this Lease for and during the term of seven (7) years thereafter, with a like covenant for future renewals of the lease as is contained in this Amendment No. 1, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to be exercised.

b. To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least thirty (30) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

c. The parties shall have thirty (30) days after LESSOR receives the option notice in which to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease stating the base rentals.

d. If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the option notice shall be of no effect and this Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

PARAGRAPH 3. CONSIDERATION

a. For the period beginning July 1, 1996, and ending June 30, 1997, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of retail store space shall be based on a rental rate of $2.90 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Four Thousand Dollars ($4,000.00) in one annual payment on the first day of July during this renewal or extended period.

b. For the period beginning July 1, 1997, and ending June 30, 2002, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of retail store space shall be based on a rental rate of $5.80 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Eight Thousand Dollars ($8,000.00) in one annual payment on the first day of every July during this renewal or extended period.

Alcoholic Beverage Control/Park City

c. For the period beginning July 1, 2002, and ending December 31, 2002, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of retail store space shall be based on a rental rate of $5.80 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Four Thousand Dollars ($4,000.00) in one annual payment on the first day of July during this renewal or extended period.

All other covenants, terms, and conditions of the subject Lease Agreement are not modified by this Lease Amendment No. 1 and are to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 1 to be executed.

LESSEE
State of Utah

Joyce H. Milne 1-29-96
Joyce H. Milne Date
Division of Facilities
Construction and Management

Dennis Kellen 1-17-96
Dennis Kellen Date
Operations Manager
Alcoholic Beverage Control

LESSOR
Park City Municipal
Building Authority

Bradley A. Olch 1-24-96
Bradley A. Olch Date

ATTEST:

Anita Sheldon 1/24/96
Anita Sheldon Date
City Recorder

Approved:

1/22/96
Richard Pearson Date
Administrative Services Manager
Alcoholic Beverage Control

Approved as to Form:

Mark D. Harrington 1/22/96
Mark D. Harrington Date
Assistant City Attorney

CONTRACT RECEIVED &
PROCESSED BY
DIVISION OF FINANCE
Utah Division of Finance

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 88-2073

AMENDMENT NO. 2

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter called "LESSOR," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, for and in behalf of the Department of Alcoholic Beverage Control, hereinafter called "LESSEE."

WITNESSETH

THAT WHEREAS, LESSOR and LESSEE have hereto entered into that certain Lease Agreement (Contract No. 88-2073) for 1,380 square feet of retail store space located at 528 Main Street in Park City, Utah, which Lease Agreement commenced 1987, and was partially amended by Amendment No. 1, which Amendment No. 1 currently expires December 31, 2002; and

WHEREAS, LESSEE and LESSOR are mutually desirous to renew the subject Lease Agreement for an additional ~~Five (5)~~ THREE (3) years renewal or extended term; and

MDH
PCMBA

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. **RENEWAL OR EXTENDED TERM**

1.1 This Lease Agreement is hereby renewed and extended for an additional term of Five (3) years which term shall commence January 1, 2003, and shall expire December 31, 2007, and shall continue thereafter on a month-to-month rental basis. If the option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 2, the Lease will continue until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. <u>OPTION TO RENEW</u>

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of three (3) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 2, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to be exercised.

2.2 To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least thirty (30) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

2.3 The parties shall have thirty (30) days after LESSOR receives the option notice in which to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period , they shall immediately execute an amendment to this Lease stating the base rentals.

2.4 If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the option notice shall be of no effect and the Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

PARAGRAPH 3. <u>CONSIDERATION</u>

3.1 For the renewal or extended period beginning January 1, 2003, and ending June 30, 2003, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of office space shall be based on a rental rate of $5.80 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Four Thousand Dollars ($4,000.00) in one payment on the first day of January, 2003.

3.2 For the renewal or extended period beginning July 1, 2003, and ending June 30, ~~2007~~ 2005, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of office space shall be based on a rental rate of $5.80 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Eight Thousand Dollars ($8,000.00) in one annual payment on the first day of July each year during the term hereof.

3.3 For the renewal or extended period beginning July 1, ~~2007~~ 2005, and ending December 31, ~~2007~~ 2005, the sum of the annual base rentals payable by LESSEE to LESSOR for the 1,380 square feet of office space shall be based on a rental rate of $5.80 per square foot per year. LESSEE shall pay such annual base rentals in the amount of Four Thousand Dollars ($4,000.00) in one annual payment on the first day of July each year during the term hereof.

PARAGRAPH 4. SUBSTITUTE LOCATION

During the term of this Amendment the LESSOR may offer a substitute facility to the LESSEE. If LESSEE and LESSOR agree that the substitute facility is of equal or greater value, then the LESSEE and LESSOR must agree to amend and modify this Lease to accommodate the terms and location of the substitute facility.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 2 to be executed.

LESSEE
State of Utah

12-12-02

Alyn C. Lunceford Date
Real Estate and Debt Manager
Division of Facilities
Construction and Management

12-12-02

Dennis Kellen Date
Operations Manager
Alcoholic Beverage Control

APPROVED:

12-12-02

Richard Pearson Date
Administrative Services Manager
Alcoholic Beverage Control

12/12/02

Budget Officer Date
Alcoholic Beverage Control

CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE

Utah Division of Finance

LESSOR
Park City

Dana Williams, Chairman Date
Municipal Building Authority

Jan Scott Date
City Recorder

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
SEAL
MARCH 1, 1884

APPROVED as to Form:

12/20/02

Mark D. Harrington Date
City Attorney

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 88-2073
AMENDMENT NO. 3

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter referred to as "LESSOR," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "LESSEE," for the use of the Department of Alcoholic Beverage Control.

W I T N E S S E T H

THAT WHEREAS, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 88-2073) for 1,380 square feet of retail space in the facility located at 528 Main Street, Park City, Utah, which Lease Agreement commenced November 1, 1987, and was partially amended by Amendments No. 1 and 2, which Amendment No. 2 expired December 31, 2005 and continued thereafter on a month-to-month basis; and

WHEREAS, LESSEE had vacated the Leased Premises at 528 Main Street, Park City, Utah, causing this lease to be closed and inactive until execution of this Amendment No. 3; and

WHEREAS, LESSOR has constructed a new building at 460 Swede Alley, Park City, Utah, and has offered space on the ground floor of said building as leased retail space to LESSEE; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional five (5) years renewal or extended term.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. <u>LEASED PREMISES</u>

1.1 Effective on the date of beneficial occupancy of the new Leased Premises and LESSEE'S acceptance of the new Leased Premises as built out by LESSOR, estimated to be June 17, 2008, the location of the Leased Premises shall be changed from its previous location at 528 Main Street, Park City, Utah, to 1,790 square feet, more or less, of retail space in a new building at 460 Swede Alley, Unit #100, Park City, Utah, as shown on Exhibit A which is attached hereto and made a part hereof. LESSEE agrees not to sublet any part of or all of the Leased Premises.

PARAGRAPH 2. RENEWAL OR EXTENDED TERM

2.1 This Lease Agreement is hereby renewed and extended for an additional term of five (5) years which term shall commence on June 1, 2008 and shall expire May 30, 2013, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 3 of this Lease Amendment No. 3, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 3. OPTION TO RENEW

3.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of FIVE (5) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 3, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to be exercised.

3.2 To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least thirty (30) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

3.3 The parties shall have thirty (30) days after LESSOR receives the option notice in which to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease stating the base rentals.

3.4 If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the option notice shall be of no effect and the Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

PARAGRAPH 4. CONSIDERATION

4.1 For the renewal or extended period beginning on the date of beneficial occupancy of the new Leased Premises and LESSEE'S acceptance of the new Leased Premises, estimated to be June 17, 2008, and ending May 30, 2013, the sum of the annual base rentals shall be payable by LESSEE to LESSOR for the 1,790 square feet, more or less, of retail space according to a rental rate of $5.80 per square foot per year, for an annual rental of $10,382.00. Lessee shall pay a pro-rated rate from the date of beneficial occupancy through June 30, 2008. For the remaining years, Lessee shall pay such annual base rentals in one annual payment within fifteen days of the first day of July each year during the term hereof.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 3 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 3 to be executed.

LESSEE
State of Utah

Kent Beers 8/10/08
Kent Beers Date
Assistant Director
Division of Facilities Construction and Management

Dennis Kellen 8-14-08
Dennis Kellen Date
Director
Department of Alcoholic Beverage Control

Leonard J. Langford 8/14/08
Budget Officer Date
Department of Alcoholic Beverage Control

LESSOR
PARK CITY MUNICIPAL
BUILDING AUTHORITY

Dana Williams 8/26/08
Dana Williams Date
Chairman

Janet M. Scott 8/26/08
Jan Scott Date
City Recorder

APPROVED as to Form:

8/25/08
Mark D. Harrington Date
City Attorney

APPROVED:

PROCESSED BY
DIVISION OF FINANCE DEC 10 2008

Utah Division of Finance kma12/2/08

<u>EXHIBIT A</u>

LEASED PREMISES

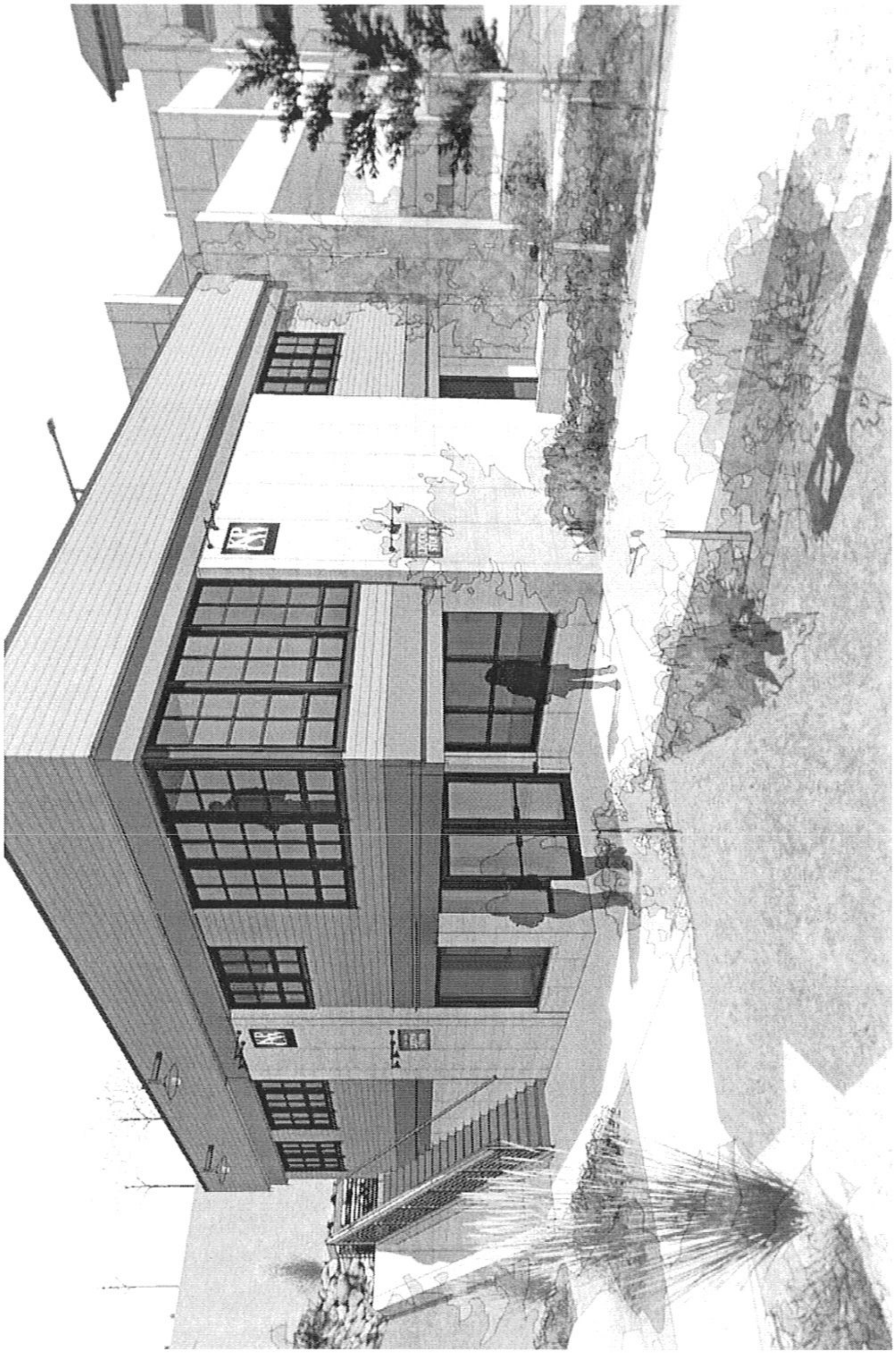
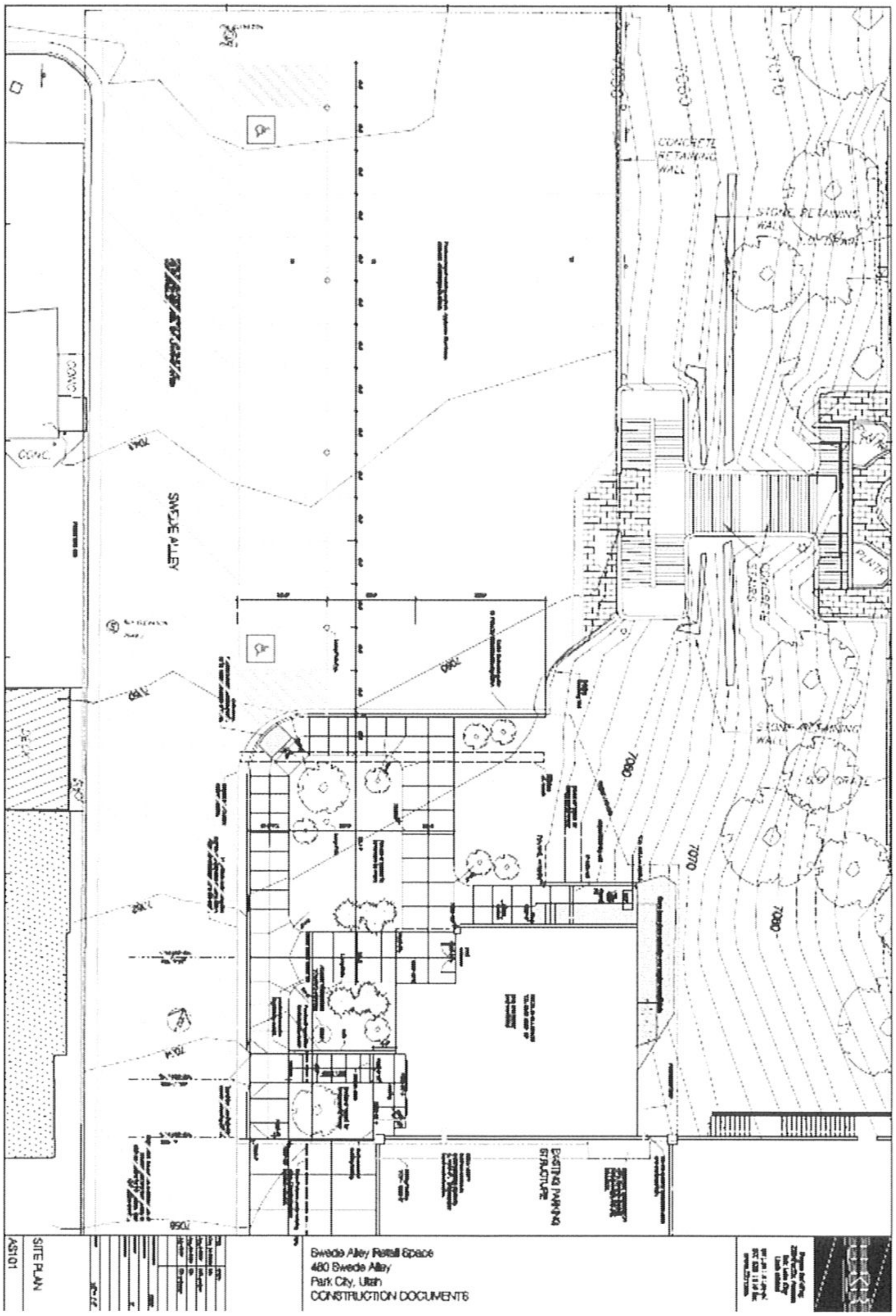
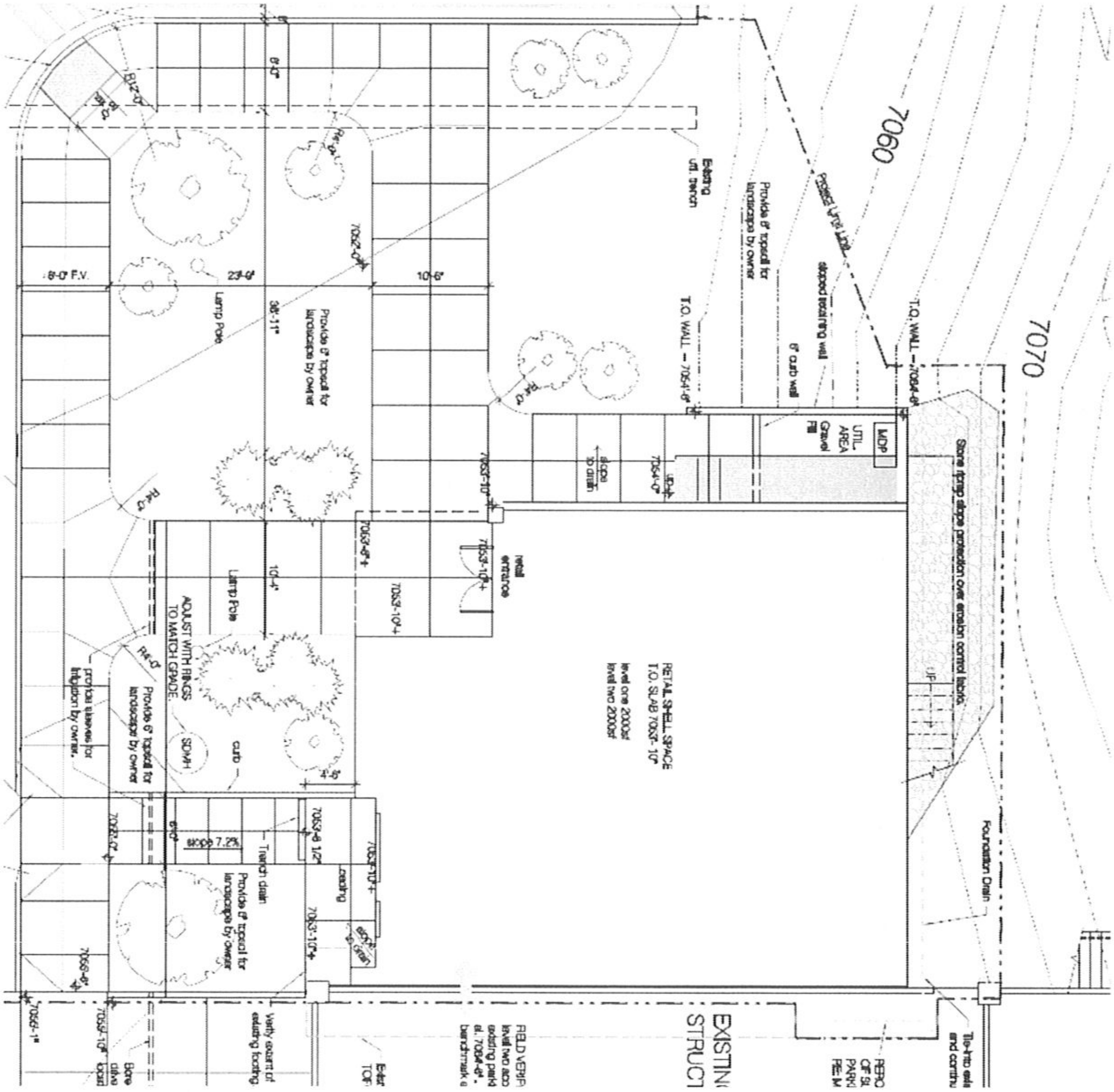


Exhibit "A"
Property Description

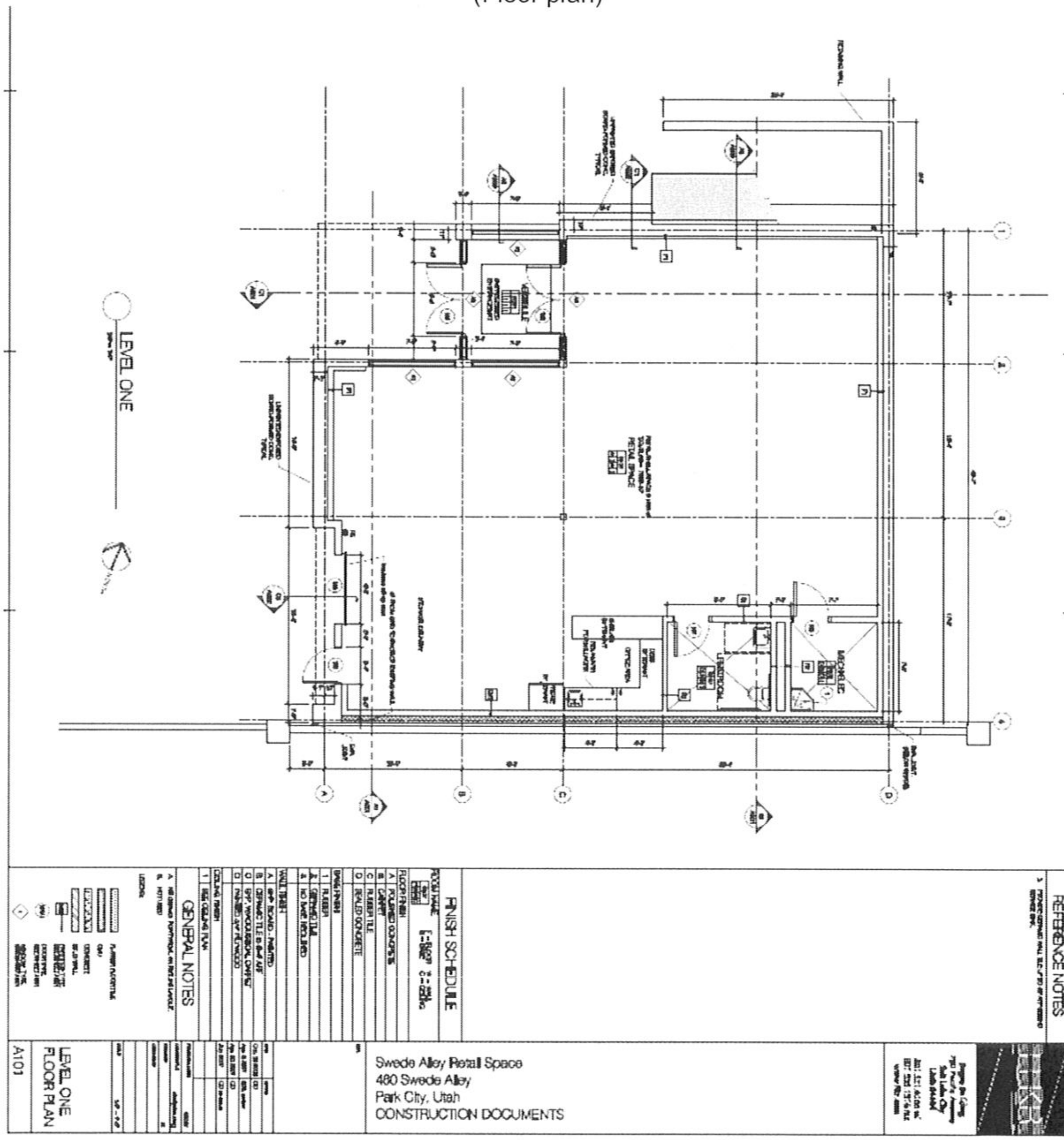


Site Plan



RETAIL SHELL SPACE
T.O. SLAB 7053'-10"
level one 2000sf
level two 2000sf
7060
7070
Lamp Pole
Provide 6" topsoil for landscape by owner
ADJUST WITH RINGS TO MATCH GRADE.
MDP
UTIL. AREA
Gravel Fill
retail entrance
Foundation Drain
Stone riprap slope protection over erosion control fabric

(Floor plan)


LEVEL ONE
REFERENCE NOTES
FINISH SCHEDULE
GENERAL NOTES
Swede Alley Retail Space
480 Swede Alley
Park City, Utah
CONSTRUCTION DOCUMENTS
LEVEL ONE
FLOOR PLAN
A101

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

CONTRACT NO. 88-2073
AMENDMENT NO. 4

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter referred to as "LESSOR," and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "LESSEE," for the use of the Department of Alcoholic Beverage Control.

WITNESSETH

THAT WHEREAS, LESSOR and LESSEE have heretofore entered into that certain Lease Agreement (Contract No. 88-2073) for 1,790 square feet of retail space in the facility located at 460 Swede Alley, Unit 100, Park City, Utah, which Lease Agreement commenced November 1, 1987, and was partially amended by Amendments No. 1, 2 and 3, which Amendment No. 3 expires May 30, 2013; and

WHEREAS, LESSOR and LESSEE are mutually desirous to renew the subject Lease Agreement for an additional sixty-one (61) months renewal or extended term.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. RENEWAL OR EXTENDED TERM

1.1 This Lease Agreement is hereby renewed and extended for an additional term of sixty-one (61) months which term shall commence on June 1, 2013 and shall expire June 30, 2018, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Lease Amendment No. 4, until terminated by either party by giving thirty (30) days advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE'S option, again grant and lease to LESSEE at the expiration of the lease term, the Premises pursuant to the provisions of this Lease for and during the term of FIVE (5) years thereafter, with a like covenant for future renewals of the Lease as is contained in this Amendment No. 4, and on the same terms and conditions, except as to the annual rentals, which rentals shall be determined by negotiation between the parties. LESSEE shall notify LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to be exercised.

2.2 To exercise an option hereunder, LESSEE must give LESSOR written notice of its desire to extend the Lease Agreement an additional term at least thirty (30) days prior to the end of the then lease term. Failure to timely exercise an option shall revoke and terminate any right to exercise options for successive periods.

2.3 The parties shall have thirty (30) days after LESSOR receives the option notice in which to agree on the base rentals during the extended or renewal term. If the parties agree on the base rentals for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease stating the base rentals.

2.4 If the parties are unable to agree on the base rentals for the extended or renewal term within the specified period, the option notice shall be of no effect and the Lease shall expire at the end of the then term. Neither party to this Lease shall have the right to have a court or other third party set the base rentals.

PARAGRAPH 3. **<u>CONSIDERATION</u>**

3.1 For the renewal or extended period beginning June 1, 2013, and ending June 30, 2018, the sum of the annual base rentals shall be payable by LESSEE to LESSOR for the 1,790 square feet, more or less, of retail space according to a rental rate of $5.80 per square foot per year, for an annual rental of $10,382.00. LESSEE shall pay such annual base rentals in one annual payment within fifteen days of the first day of July each year during the term hereof.

All other covenants, terms and conditions of the subject Lease Agreement not modified by this Lease Amendment No. 4 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease Amendment No. 4 to be executed.

LESSEE
State of Utah

____
John Nichols Date
Real Estate and Debt Manager
Division of Facilities Construction
and Management

______________________________ 4/22/13
Sal D. Petilos Date
Director
Department of Alcoholic Beverage Control

LESSOR
PARK CITY MUNICIPAL
BUILDING AUTHORITY

____
Dana Williams Date
Chairman

____
Jan Scott Date
City Recorder

Budget Officer Date
Department of Alcoholic Beverage Control

APPROVED as to Form:

Mark D. Harrington Date
City Attorney

APPROVED:

Utah Division of Finance

City Council Staff Report

Subject:	**Professional Services Contract to Provide On-Call Landscape Architects Services And Preparation of a City Forestry Plan**
Author:	**Matthew Cassel, P.E., City Engineer**
Date:	**June 20, 2013**
Type of Item:	**Administrative**

Summary Recommendations:
The Council should consider authorizing the City Manager to sign a Professional Services Agreement with Bowen Collins and Associates for landscape architect consultant services in the amount not to exceed $79,876; $29,876 for the preparation of a City Forestry Plan and $50,000 to provide On-Call services.

Description
This contract with Bowen Collins and Associates is for them to complete a Forestry Plan for Park City and to assist with the creation of a Forestry Board. Additionally, Bowen Collins and Associates and/or their sub-consultants will provide on-call services to the City for landscape reviews of private properties assist with resolution of landscaping disputes and provide corrective measures for activities that violate Section 14 of the Municipal Code. Council has approved funding for the creation of the Forestry Plan in Engineering's operating budget. On-call services will be covered from Planning, Building and/or Engineering's operating budget. The on-call services will be for a one year period with two (2) one year extensions for a total of three years. The proposed amount for the on-call services is for the full three years of service.

Background:
Section 14-1 of the Municipal Code requires the City to have a Forestry Board and a Forestry Plan. The Forestry Plan's purpose is:

> "…for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets, and in other public places. Such plan will be presented, when appropriate, to the City Council and upon its acceptance and approval, by the Council, shall constitute the official comprehensive city tree plan for the City of Park City."

It is anticipated that the Forestry Plan will be focused on using more water wise/native landscaping materials in the ROW and in parks and in other public places. This tool should be helpful in achieving less water usage on City properties/ROWs.

Years ago the Parks, Recreation and Beautification Board with Pace Erickson as the City's Liaison functioned as the Forestry Board. The function of the Parks, Recreation and Beautification Board changed over the years and when the board was changed to the Recreation Advisory Board, the forestry function ceased altogether.

Staff could not find any evidence that a City Forestry Plan ever existed.

Analysis:
The forestry plan will include the following elements:

- Landscape guidelines for landscaping within the ROW,
- Landscape guidelines for landscaping in City Parks,
- A landscape maintenance program, and
- Re-creation and over-site responsibilities of the Forestry Board.

Additionally, staff will review the existing requirements in Chapter 14 of the Municipal Code (Trees/Landscaping; Streets, Sidewalks and Stairs; Street Cuts; Snow Removal; Street Address System; News Racks) and may recommend making changes that will better fit the City's current goals.

There are numerous other reasons for completing a forestry plan:

- A forestry plan is one of the requirements for remaining a Tree USA City. The other requirements include having a tree board or department, a tree care ordinance, a community forestry program and an Arbor Day observance and proclamation,
- By completing the forestry plan and identifying a forestry manager, the City will then be eligible to qualify for grant money provided by the State of Utah Department of Natural Resources, and
- If through the forestry plan, we require City projects to utilize water wise/ native landscape on City properties, staff may have better leverage in our continuation to create a residential conservation program.

A review committee consisting of Maria Barndt and Clint Daley (Public Works), Matt Twombly and Tyler Poulson(Sustainability), Chad Root (Building), Jason Christensen (Water), Thomas Eddington (Planning) and Matt Cassel and Jennifer Byrd (Engineering) evaluated the four (4) submitted Statement of Qualifications (SOQs) from consulting firms as listed below:

<u>FIRM</u>
Landmark Design
Architectural Nexus
G Brown Design
Bowen Collins and Associates

The SOQs were evaluated based on the following criteria:

1. Experience on similar projects (25% of total score),
2. Strength of individuals committed to the project (20% of total score),
3. Relevance of the submitted work plan (15% of total score),

4. Communication and public involvement skills (15% of total score),
5. Strength of SOQ addressing Park City concerns (20% of total score), and
6. Other factors (5% of total score)

G Brown Designs and Bowen Collins and Associates were the top two ranking firms and the selection committee opted to shortlist interview these two firms. Upon completion of the shortlist interviews, Bowen Collins and Associates was selected as the firm to provide Landscape Architect Services to the City. The final scope of services and proposed fee were negotiated with Bowen Collins and Associates.

Per the contract, a draft Forestry Plan is scheduled to be completed by the end of September, 2013. The following are the deliverables to be provided by Bowen Collins and Associates per the final negotiated scope of work:

- A City Forestry Plan, which will be brought to Council for acceptance and approval,
- Recommendations for a Forestry Board, and
- Identify and recommend a Forestry Manager

The process in developing a Forestry Plan will include the holding of a public meeting, Planning Commission meetings and City Council meetings as listed below:

- General Public Involvement - One open house style meeting is planned capable of gathering input from the entire community,
- Planning Commission – One to Two updates to the Planning Commission will be provided,
- City Council – Two update and/or acceptance/approval meetings with City Council will be held throughout the process.

Section 14-1 of the Municipal Code requires the City to have a Forestry Manager.

> “The Forestry Manager shall have full power over all trees and shrubs located within the City's rights-of-way, parks and public places; over trees and shrubs located on private property that constitute a hazard or threat as described herein; and to building sites, both commercial or residential, regarding landscaping, vegetation disturbance limits and visual impacts.”

The City currently does not have a designated Forestry Manager. The logical person, because of his background, would be the Planning Director but it is anticipated that the Forestry Manager will be within the BPE Team. Through the development of the Forestry Plan, a designated Forestry Manager will be determined. The on-call team would then be available to assist the Forestry Manager in satisfying the requirements of Section 14-1 of the Municipal Code.

Department Review:
This report has been reviewed by City Manager, Planning, Sustainability, Public Works, Building and Legal. All issues have been resolved.

Alternatives:

A. Approve the Request:
This is the staff's recommendation.

B. Deny the Request:
If this request is denied, a Forestry Plan would not be completed as required by Section 14-1 of the Park City Municipal Code. One of the impacts of this would be that the City would not be eligible to be a Tree City USA.

C. Continue the Item:
If the Council needs more information the item can be continued.

D. Do Nothing:
This option would not allow for the completion of a Forestry Plan for Park City.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	**Preserving & Enhancing the Natural Environment** (Environmental Impact)	**An Inclusive Community of Diverse Economic & Cultural Opportunities** (Social Equity Impact)	**Responsive, Cutting-Edge & Effective Government**
Which Desired Outcomes might the Recommended Action Impact?		+ Abundant preserved and publicly-accessible open space + Managed natural resources balancing ecosystem needs + Effective w ater conservation program		
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Neutral	Very Positive	Neutral	Neutral
Comments:				

The analysis and preparation of the Forestry Plan will have no significant impacts. The funds for the consultant's contract are appropriated, and there are no budget impacts which the Council hasn't already considered in the FY2014 budget.

Consequences of not taking the recommended action:
Section 14-1 of the Municipal Code requires the City to have a Forestry Board and a Forestry Plan. Not taking the recommended action will not allow the City to satisfy these requirements.

Recommendation:
The Council should consider authorizing the City Manager to sign a Professional Services Agreement with Bowen Collins and Associates for landscape architect consultant services in the amount not to exceed $79,876; $29,876 for the preparation of a City Forestry Plan and $50,000 to provide On-Call services.

Exhibit Bowen Collins and Associates Scope of Work and Fee

Project Approach | Tasks

It is BC&A's understanding that Park City Municipal Corporation (PCMC) is seeking a professional landscape architect and certified arborist to provide on-call services and provide forestry management services. Developing a forest plan is an important step towards preserving trees and maintaining the landscape to provide a sustainable, healthy plant community. Park City consists of trees located on public and private land and ranging from dense, public spaces to residential landscapes. Developing and adhering to standards within the City will provide a manual for all City department use and will also provide guidelines for future designs and development.

BC&A has assembled a team of professionals that have years of experience providing forestry services, landscape standards and water conservation guidance for municipalities. During the development of this statement of qualifications and understanding the needs of the City, it became apparent that the best qualified professionals for the tasks herein are ones who currently work for municipalities or provide on-call services to municipalities with a similar scope. This team will help begin the process and guide the team through the inception of the forest plan based on past experiences. These professionals have experience with similar tasks and possess the same goals of PCMC staff with regards to tree health, horticulture and design standards.

Managing the project team will be Ms. Jamie Tsandes. Ms. Tsandes have worked with water and wastewater districts to develop landscape standards, tree evaluations (both in open space areas and in urban neighborhoods). Ms. Tsandes has included Mr. Mike Marett to the team. Mr. Marett is a certified arborist and works independently as MajesTree. He is currently contracted with Sandy City Municipal to provide various tree and urban interface concerns. The final addition to the key staff of the project team is Ms. Stephanie Duer and Mr. Russell Jacobsen. Ms. Duer is currently the water conservation coordinator for Salt Lake City Public Utilities and is the public information officer for the City. She is responsible for communicating to the public with regards to water conservation and landscape standards. Mr. Jacobsen is a certified irrigation designer and has worked with Ms. Tsandes for several years on irrigation design for many municipalities and districts. More recently Mr. Jacobsen has provided irrigation design for all of Ms. Tsandes Park City projects, including Bonanza Drive and Comstock Tunnel.

The project team is very excited to have the opportunity to work together, with the Park City staff, on the development of the Forest Plan and provide on-call services and forestry manager services as needed. Below is an outline of tasks identified by the project team. Included, as a separate document to this digital PDF, is a fee schedule for each of these tasks.

Task 1: Develop City Goals: Every community benefits from trees, specifically trees that minimize the heat island effect, enhances livability and boosts economic growth. Park City's community and City staff is one that is vocal with regards to the landscape, land use and the environment. This task will identify the goals of each department and develop a comprehensive understanding for the purpose of this forest plan. To accomplish this, the project team will request one City representative from each department to attend a project start-up meeting, facilitated by the project team.

Key Tasks:

- Assist the City in developing over arching goals
- Develop a purpose for the Forest Plan that can be used by all City departments
- Kick-off meeting
- Preliminary site assessment/inventory

Task 2: Formulate a Project Steering Committee: The key to the success of the forest plan is the include representatives from the most critical areas of concern and mix them with community representatives and specialists. It is important when developing a steering committee to have individuals who balance one another and bring varying points of view to the table. The project team suggests that the steering committee include three City representatives, one local nursery representative, one local arborist and two community representatives. The steering committee will be the voice of the forest plan and will provide an overall and feedback of the document. The goal of the steering committee is to provide opportunities for individuals intimately involved in the project development process an opportunity to be part of a formal forest board.

Key Tasks:

- Work with the City to select the appropriate steering committee representatives
- Develop and agenda and roles for each steering committee member
- Attend and facilitate up to five steering committee meetings

Task 3: The Forest Plan and Design Standards: The team will develop a plan that identifies native landscaping and low-water use (water conservation) methods. It will provide a list of vegetation and planting methods, specifically; landscape planting standards, tree and shrub planting details, tree and shrub care, tree removal processes, encroachments issues and resolutions. The plan will be a tool for Public Works, Planning, Engineering, Building and Environmental to use as a reference guide. The Forest Manager will adhere to the recommendations within the plan, and if amendments are deemed necessary through the use of the plan, the Forest Manager with work with the City to make necessary adjustments. It may also be necessary for the City to update their current landscape ordinance once this plan has been completed and approved by City officials.

The anticipated date to complete the Forest Plan in September 30, 2013.

The following is a general outline of the Forest Plan & Design Standards:

Contents

Executive Summary

Introduction

Purpose of the Plan and City Goals/Vision

1. Urban Forest Sustainability
    - Park City's Urban Forestry History Highlights
    - Water Conservation
    - Environmental, Economic and Social Value of the Urban Forest
    - Goals of the Plan
2. Park City's Current Urban Forest
    - Preliminary Tree Community Assessment
3. Park City's Current Water Conservation
    - Discussion of Goals
    - Preliminary Existing Water Conservation Assessment
4. Recommended Goals and Actions
    - Recommended Actions
5. Goals and Actions by Management Units
    - Methods
    - Single-Family Residential
    - Multi-Family Residential
    - Commercial/Mixed Use Areas
    - Transportation Corridors/Street Trees & R.O.W
    - Industrial Property
    - Institutional Property
    - Parks
6. Design Criteria
    - Guidelines & Standards
    - Typical Details
    - Plant List
    - Water Conservation Design Criteria
7. Implementing the Plan

References/Bibliography

Appendix : Tree and Water Conservation Regulations

Task 4: Public Outreach: Once the plan is complete, the project team will develop a brochure that identifies the key issues and recommendations of the project. A template of this brochure will be provided to the City for information, printing and distribution purposes.

Key Tasks:

- Develop a brochure that can be used online or for distribution
- Presentation to the City Council
- Attend and facilitate up to two public open houses

Task 5: On-Call Services and Fee: Below is a breakdown of hours and rates for each task identified above. On-call services will be determined by the City, therefore, no dollar amount has been identified.

Park City Landscape Architect and On-Call Services

Last Updated 6/6/2013

		Office							Subtotal Hours	Total Cost
	Labor Category	Editor	Duer	Marett	Riley	Davis	Jacobsen	Tsandes		
	Labor Rate	$71	$85	$55	$49	$101	$100	$127		
Task No.	**Task Description**									
1	**Develop City Goals**									
				5				10	**15**	$ 1,545.00
	Subtotal	**0**	**0**	**5**	**0**	**0**	**0**	**10**	**15**	**$ 1,545.00**
2	**Project Steering Committee**									
			10	10				10	**30**	$ 2,670.00
	Subtotal	**0**	**10**	**10**	**0**	**0**	**0**	**10**	**30**	**$ 2,670.00**
3	**Forest Plan**									
		6	20	60	40	5	20	80	**231**	$ 20,051.00
	Subtotal	**6**	**20**	**60**	**40**	**5**	**20**	**80**	**231**	**$ 20,051.00**
4	**Public Outreach**									
			12	5		5		30	**52**	$ 5,610.00
	Subtotal	**0**	**12**	**5**	**0**	**5**	**0**	**30**	**22**	**$ 5,610.00**
	Total Hours	**6**	**42**	**80**	**40**	**10**	**20**	**130**	**298**	
	Total Cost									**$ 29,876.00**

Task No.	**Task Description**							
5	**On-Call Services**							
	Labor Category	Editor	Duer	Marett	Riley	Davis	Jacobsen	Tsandes
	Labor Rate	$71	$85	$55	$49	$101	$100	$127

City Council
Staff Report

Subject: Community Wildfire Protection Plan (CWPP)
Authors: Hugh Daniels, Emergency Manager
Department: Public Safety
Date: June 20, 2013
Type of Item: Legislative

Summary Recommendation: Hold a public hearing and adopt the proposed Resolution adopting the Park City Community Wildfire Protection Plan (CWPP).

Topic: Community wildfire risk in the Wildland Urban Interface (WUI) and the regional plan to reduce the risks and educate the community on mitigation strategies. Community Wildfire Protection Plans (CWPPs) are a mechanism for communities to address their wildfire risk. These plans promote collaboration and local action, and can work in partnership with NFPA Firewise activities.

Background:
Park City and all of Summit County have been designated as Wildland Urban Interface (WUI) in compliance with the 2006 WUI code and accepted by the Utah Division of Forestry, Fire and State Lands, which is defined as "the zone of transition between unoccupied land and human development, including communities that are within 0.5 miles of the zone and these lands and communities adjacent to and surrounded by wildlands are at a high risk of wildfires."

Burning embers from wildfires can easily travel from one to five miles and be the ignition source for new fires. All of Park City and Western Summit County are at risk during a wildfire and wildfires do not respect governmental boundaries.

With the extreme fire season of 2012, Park City in conjunction with the Park City Fire District, Summit County and the Utah Division of Forestry, Fire and State Lands began the process of developing a Community Wildfire Protection Plan (CWPP) for all the lands within the Park City Fire District boundaries.

The CWPP promotes Firewise communities and identifies areas of risk and outlines goals and actions for government, the private sector and citizens to take to reduce the chances of fire, damages and prepare the community in case a wildfire occurs.

Analysis:
Park City was instrumental in beginning the CWPP process and has remained an active partner in the development of the plan over the last year. Park City Fire District being the local fire suppression authority for both structures and wildland fires will be the lead agency in maintaining and implementing the CWPP. Park City, Summit County, private businesses, special service districts and citizens will all need to help prepare for wildfires and help mitigate the risk of wildfires as outlined in the CWPP.

Because we have developed our communities within the WUI we must acknowledge the additional risks and do all we can to mitigate the potential devastation that can be caused by a wildland fire in our community. Those risks include;

- Desire to live in a secluded area surrounded by natural vegetation without defensible space.
- Homes are built of flammable materials (wood siding, shakes and patios).
- Fire equipment is hampered from protecting an area because of long, narrow, winding, or steep driveways.
- One ingress and egress road in subdivisions and some communities.
- Misperception that fire protection in rural areas is equal to urban fire protection services. There are not enough fire resources even nationally to protect every home in the event of a wildfire.
- Poor signage and access to residences.
- No hazard planning for evacuation and no early warning systems.

The purpose of community fire planning and the CWPP is to;

- Empower communities to organize, plan, and take action on issues impacting community safety.
- Enhance levels of fire resistance and protection to the community.
- Identify the risks of wildland/urban interface fires in the area.
- Identify strategies to reduce the risks to homes and businesses in the community during a wildfire.

The CWPP is a living document and will change and be amended to include new goals and actions as the community and conditions require. Community members will be key to the success of the plan. The attached CWPP does not include all of the appendices, due to size limitations for transmitting electronic documents; however, they are available to the Council and will also be available at the meeting. The CWPP requires at least three signatures to become in effect, though it is our intent to add as many signatures of the participants as possible as we cross paths.

While the CWPP is not all inclusive it provides an initial plan for all the community participants to work on to help reduce wildfire risks.

Department Review:
Building, Police, Fire Marshal, Emergency Management, Park City Fire District, Utah Division of Forestry, Fire and State Lands, City Attorney and City Manager.

Alternatives:

A. Approve the Request:
Adopt the Resolution adopting the Park City Community Wildfire Protection Plan (CWPP). **This is the recommended option.**

B. Deny the Request:
Council could choose to deny the request. Arguably, residents and businesses may still be able to participate in the CWPP as administered by the Park City Fire District.

C. Continue the Item:

Council could choose to continue the item and direct the staff to return with additional information.

D. Do Nothing:

This would be the same as denying the request.

Significant Impacts/Consequences of not taking the recommended action:

Park City is a partner in local and regional fire protection and mitigation plus it needs to actively support and take part in the CWPP. Failure to do so sends the wrong message to the community.

Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs + Safe community that is walkable and bike-able + Multi-seasonal destination for recreational opportunities	+ Abundant preserved and publicly-accessible open space + Managed natural resources balancing ecosystem needs		+ Well-maintained assets and infrastructure + Engaged and informed citizenry + Ease of access to desired information for citizens and visitors
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive	Very Positive	Neutral	Positive
Comments: The economic impact on Park City, its citizens and the region from a major wildfire could be devastating. There may be an in-kind or monetary impact to homeowners and busineeses to mitigate wildfire risks to their properties.				

Funding Source:

Support of the CWPP project will be done with existing city staff and within existing budgets. Matching grant funds through the UDFFSL and UDEM EMPG may also be used to support the program

Recommendation:

Council should adopt the Resolution adopting the Park City Community Wildfire Protection Plan (CWPP).

Attachments:

Resolution adopting the Park City Community Wildfire Protection Plan (CWPP).

Park City Community Wildfire Protection Plan (without appendices)

Resolution No. -13

A RESOLUTION ADOPTING THE PARK CITY COMMUNITY WILDFIRE PROTECTION PLAN (CWPP)

WHEREAS, the objectives of a Community Wildfire Protection Plan (CWPP) are to facilitate citizen fire councils to guide planning and action, improve community safety, enhance fire protection through improved, public education, coordination and long-term strategies and reduce the potential for and the consequences of wildfire; and

WHEREAS, this plan covers the whole of the Park City Fire Special Service District which includes all land within the Park City limits and wildfire does not respect governmental boundaries which then requires we all work together on a regional basis to prepare for and reduce the risks of a local wildfire; and

WHEREAS, the CWPP was developed by a coalition of citizens, municipal government, special service districts, private business, county government, local and state fire officials which requires all parties both public and private to participate in moving the plan forward; and

WHEREAS, Park City and all of Summit County have been designated by the Utah Division of Forestry, Fire and State Lands as Wildland Urban Interface (WUI), which is defined as "the zone of transition between unoccupied land and human development, including communities that are within 0.5 miles of the zone and these lands and communities adjacent to and surrounded by wildlands are at a high risk of wildfires;" and

WHEREAS, the CWPP provides a work plan, guidance and outlines resources, plans, goals, action steps and strategies to reduce the risks to homes and businesses in the community during a wildfire; and

WHEREAS, the Park City Fire District as the lead agency with support from Park City Municipal Corporation, Summit County, the State of Utah, local citizens and businesses have participated in development of the CWPP and will work together to take action on the goals and strategies within the plan, therefore 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 the CWPP and its appendices;

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

SECTION 1. ADOPTION. The Park City Comprehensive Wildfire Protection Plan, attached hereto, along with all appendices, is hereby adopted.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 20th day of June, 2013

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Mark Harrington, City Attorney

State of Utah

Community Fire Planning

For the Wildland – Urban Interface

Workbook

Protecting Life, Property, and
Community Values
Through
Community-Based Planning

DATE: June 13, 2013

Department of Natural Resources
Division of Forestry, Fire and State Lands
1594 W North Temple, PO Box 145703, Salt Lake City, UT 84114-5703

INTRODUCTION

Wildfire has been a continuing challenge throughout Utah's history. There are several areas in Utah where there is an extreme danger of wildland-urban fire. In fact, any fire over 100 acres threatens some structure due to the increase in development into wildland areas. Over 400 of Utah's communities have been classified as "at risk" of wildfire. The safety of the citizens of any community is a shared responsibility between the citizens; the owner, developer or association; and the local, county, state and federal governments. **The primary responsibility, however, remains at the citizen/owner and association level.**

The following problems have increased the wildland-urban interface wildfire risk:

- Desire to live in a secluded area surrounded by natural vegetation without defensible space.
- Homes are built of flammable materials (wood siding, shakes and patios).
- Fire equipment is hampered from protecting an area because of long, narrow, winding, or steep driveways.
- Distance from fire departments.
- One ingress and egress road in subdivisions and some communities.
- Misperception that fire protection in rural areas is equal to urban fire protection services.
- Inadequate water supply.
- Poor signage and access to residences.
- No hazard planning for evacuation and no early warning systems.
- Utility service lines and propane tanks.

The purpose of community fire planning is to…

- Empower communities to organize, plan, and take action on issues impacting community safety
- Enhance levels of fire resistance and protection to the community
- Identify the risks of wildland/urban interface fires in the area
- Identify strategies to reduce the risks to homes and businesses in the community during a wildfire.

OBJECTIVES OF COMMUNITY FIRE PLANNING IN UTAH

- Facilitate organization of citizen fire councils to guide planning and coordinated action
- Improve community safety through:
  - ✓ Coordination
  - ✓ Training
  - ✓ Fire Prevention
  - ✓ Education
  - ✓ Fuel modification
  - ✓ Public Safety
- Enhance fire protection through:
  - ✓ Improved fire prevention and public education
  - ✓ Improved coordination within the community
  - ✓ Development of long-term strategies
- Reduce the potential for and the consequences of wildfire.

STATEMENT OF LIABILITY

The activities suggested by this guidance document, the assessments and recommendations of fire officials, and the plans and projects outlined by the citizen fire council, are made in good faith according to information available at this time. The community wildfire committee is responsible for the actions taken under this plan. The Utah Division of Forestry, Fire and State Lands can make no guarantees regarding the level of success users of this plan will experience. Wildfire still occurs, despite efforts to prevent it or contain it; the intent of all decisions and actions made under this plan is to <u>reduce</u> the potential for and the consequences of wildfire.

Last revised August 2008

ABOUT THIS DOCUMENT

This document provides the outline for and specifies the information recommended for inclusion in a wildfire plan. If possible, the community should create its own document using a word-processing program, following the format outlined here; however, this workbook format has been created to provide whatever assistance possible in facilitating this process.

Introduction -- Partnerships and Collaboration
Depending on where the community is located, various federal and state partners will be involved. This section outlines who was involved in identifying the risks and treatments within and around the community.

Part I – Community Description
The community description identifies community resources that can be used to complete the goals of the plan, and a physical description of the community to guide wildfire preparation and response decisions.

Part II – Community Prescription
The community prescription includes the goals of the plan, identifies specific actions needed to complete the goals of the wildfire plan and identifies responsible parties, resources and priorities.

Part III – Resources
This section contains a list of wildfire preparation and response resources that are selected by the community for retention in a community wildfire reference library.

Part IV – Technical Assessments
This section includes fire officials' assessments and ratings of the wildfire hazard in the community, and their recommendations for actions to mitigate hazards.

Appendix
The information to be included in the appendix is primarily determined by the community and fire officials: data, assessments, maps, contact lists, project worksheets – whatever might prove useful to the community.

RESOURCES

For resources to complete a wildfire plan for your community, consider organizations such as the following:

- ✓ Local / Primary fire protection provider
- ✓ Local Resource, Conservation and Development Districts
- ✓ Utah Division of Forestry, Fire and State Lands
- ✓ Utah State Fire Marshal (Dept. of Public Safety)
- ✓ Utah Comprehensive Emergency Management
- ✓ Utah Living With Fire
- ✓ FireWise
- ✓ County fire agencies
- ✓ County emergency management services
- ✓ American Red Cross
- ✓ USDA Forest Service
- ✓ U.S. Department of Interior Agencies
- ✓ Utah Resource Conservation Districts
- ✓ Utah Soil Conservation Districts

Contact information for some of the above-listed agencies is included in the back of this document.

For information concerning the Community Fire Planning guidance document, contact the Utah Division of Forestry, Fire and State Lands, P.O. Box 145703, Salt Lake City, Utah 84114-5703. Or, e-mail tyreholfeltz@utah.gov. The Community Fire Planning guidance document is available at http://www.ffsl.utah.gov/firemgt/WUI/CFP/CFP-workbook3.doc.
Completed Community Fire Plans should be submitted to your local Area Manager or Fire Management Officer from the Utah Division of Forestry, Fire and State Lands.

ACKNOWLEDGMENTS
The Utah Division of Forestry, Fire and State Lands would like to thank Kathy Hammons and Janet Johnson of Community Solutions, Inc. for their input and work on this document. The Division also appreciates those agencies whose publications inspired the creation of this document, such as the Pennsylvania Model Prevention, Pre-suppression and Preparedness Plan, the Colorado State Forest Service Wildfire Hazard Mitigation and Response Plan, the Big Sky Fire Management Strategy, Utah's Wildland-Urban Interface Fuel Load Reduction Community Level Protection document, and others. Finally, thanks to Arthur W. DuFault, former Utah State Forester and National Fire Plan Coordinator, who initiated this endeavor for the State of Utah.

Community Fire Planning Checklist

INSTRUCTIONS

This checklist is provided to help the community track its progress in development of its community wildfire plan. The Community Wildfire Council is responsible for completing Sections I and II; fire officials are responsible for completing Section IV. Section III and the Appendix should be a joint effort between the community and fire officials.

It is requested by state fire officials that the structure of the community fire plan follow this outline; this will provide continuity among Utah's community fire plans, and facilitate information sharing in emergency situations.

Community: Park City Fire District **County: Summit County**

Primary Contact: Chief Paul Hewitt **Phone: 435-940-2501**

Secondary Contact: Assistant Chief Scott Adams **Phone: 435-940-2532**

Section		**Completed (√)**	**Date**
I.	**Community Description**		
	Declaration and Concurrence	√	7/7/12
	Planning Committee Members List	√	7/7/12
	Community Legal Structure	√	7/7/12
	Population	√	7/7/12
	Values at Risk	√	7/7/12
	Natural Resources at Risk	√	7/7/12
	Commercial Entities	√	7/7/12
	Formal Associations	√	7/7/12
	Media Support	√	7/7/12
	Schools	√	7/7/12
	Transportation (Railroad, Highway)	√	7/7/12
	Private Emergency Service and Equipment Capabilities	√	9/17/12
	Restricting Covenants, Ordinances	√	9/17/12
	Insurance Rating	√	9/25/12
	Physical Description		
	Access	√	8/29/12
	Roads	√	8/29/12
	Driveways	√	8/29/12
	Structures	√	8/29/12
	Bridges, Culverts, Gates	√	8/29/12
	Utilities	√	8/29/12
	Sewage System	√	8/29/12

Section		Completed (√)	Date
II.	**Community Prescription**		
	Goals of Plan	√	9/18/12
	Identification of Actions	√	9/18/12
	Identification of Responsible Parties, Resources, and Priorities	√	9/18/12
III.	**Resources**		
	List of resources available in a community wildfire reference library.	√	10/25/12
IV.	**Technical Assessments**		
	A. Community Description		
	Area	√	10/25/12
	Topography and Vegetation	√	10/25/12
	Infrastructure	√	10/25/12
	Water Supply	√	6/11/13
	Emergency Services / Equipment Capabilities	√	6/11/13
	Hazard Evaluation		
	Area Fire History	√	6/13/13
	Subdivision Hazard Rating	√	6/13/13
	Property / Structure Ratings	√	6/13/13
	Expected Fire Behavior	√	6/13/13
	B. Community Prescription		9/18/12
	Fuel Modification Projects	√	
	Infrastructure Improvements	√	9/18/12
	Education	√	9/18/12
	Wildfire Response / Pre-Attack Plan	√	9/18/12
	Monitoring and Evaluation	√	6/13/13
	Evacuation Plan	√	6/13/13
	Appendices		
	Emergency contact lists	√	6/13/13
	Technical Assessments	√	6/10/13
	Maps (topography, escape routes, etc.)	√	9/12/12

INSTRUCTIONS

Declaration and Concurrence Page

This list needs to be customized to the individual plan. Provide the names and affiliations of all fire partners. This page will then be signed after all fire partners have reviewed the plan and concur with its contents. Fire partners should include – but are not limited to – homeowners, developers, home association representatives, fire department personnel, police, emergency management, Forest Service, BLM, etc. An Area Manager or Fire Management Officer from the Utah Division of Forestry, Fire and State Lands must be included.

SAMPLE

Name / Affiliation: Richard Dixon, Developer

Signature: *Richard Dixon* Date: 03/31/02

Name / Affiliation: ____________________

Signature: ____________________ Date: ____________

Name / Affiliation: ____________________

Signature: ____________________ Date: ____________

Name / Affiliation: ____________________

Signature: ____________________ Date: ____________

Name / Affiliation: ____________________

Signature: ____________________ Date: ____________

Name / Affiliation: ____________________

Signature: ____________________ Date: ____________

Name / Affiliation: ____________________

Signature: ____________________ Date: ____________

Name / Affiliation: ____________________

Signature: ____________________ Date: ____________

Name / Affiliation: ____________________

Signature: ____________________ Date: ____________

Declaration and Concurrence Page, continued

Name / Affiliation:____

Signature:_________________________________Date: _______________

Name / Affiliation:____

Signature:_________________________________Date: _______________

Name / Affiliation:____

Signature:_________________________________Date: _______________

Name / Affiliation:____

Signature:_________________________________Date: _______________

Name / Affiliation:____

Signature:_________________________________Date: _______________

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Signature:_________________________________Date: _______________

Name / Affiliation:____

Signature:_________________________________Date: _______________

Name / Affiliation:____

Signature:_________________________________Date: _______________

Name / Affiliation:____

Signature:_________________________________Date: _______________

Name / Affiliation:____

Signature:_________________________________Date: _______________

INTRODUCTION
PARTNERSHIPS AND COLLABORATION

Sample paragraph—Please briefly describe surrounding lands and the partners involved in coordinating the treatments identified in the Community Fire Plan. This section can be added to as new projects and partners are developed.

In an effort to better prepare the residents of the Park City area for wildfire the Park City Fire District and Park City, Summit County leadership met with State personal to establish the CWPP shortly following the 2012 fire season. As an outcome of this process community meetings were held to education the citizenry of the things that they can do to prepare themselves for a wildfire. As part of these meetings the community and government officials also completed this CWPP that captures the plan of local citizens, private business and local governments to prepare for a wildfire by identifying specific projects to be undertaken in the preparation and defense of the communities covered by this document.

PART I
COMMUNITY DESCRIPTION

Directions: *This section is to be completed by the Community Wildfire Committee. A community description identifies community resources that can be used to complete the goals of the plan, as well as a physical description of the community that can help impact wildfire preparation and response decisions.*

INSTRUCTIONS

1. Planning Committee Members List

List the names, affiliations and phone numbers of the planning committee members, i.e. residents, council members, sheriff.

Name	Affiliation	Phone Number	E-mail
Hugh Daniels	Park City Municipal Emergency Mgr	435-615-5185	hdaniels@parkcity.org
Charles Stuart	Summit Park HOA	435-655-2776	Tupsu99@hotmail.com
Craig Eroh	Summit Park HOA	435-729-9096	mtnloddite@yahoo.com
Barbara Yamada	Brook Hollow Village HOA	435-649-1334	barbyamada@gmail.com
Matt Ciminelli	Jupiter Inn	716-472-3439	mattciminelli@gmail.com
Liza Simpson	Park City Municipal Council	435-729-0652	liza@parkcity.org
Kevin Callahan	Summit County Emergency Mgr	435-640-0510	kcallahan@summitycounty.org
Mary Cole	Holiday Ranchettes	435-649-5242	
Casey Vorwaller	PCFD	435-940-2500	cvorwaller@pcfd.org
Mark Arnold		321-230-2543	Mcarnold1234@comcast.net
Jeff Riehl	Citizen	435-901-0739	Jeffriehl5@aol.com
Glenn Wright	Citizen	435-640-9280	Wright.glenn@gmail.com
Dana Edwards	Canyons	435-640-1606	dedwards@canyonsresort.com
Bradley Washa	PineBrook & BLM	435-729-0040	wasahfire@comcast.net
Kathi Thlers	Ranch Place/Canyons	435-901-9370	kthlers@canyonsresort.com
Strike Fongeallaz	Citizen – Old Town	435-645-8876	Strike767@yahoo.com
Scott Adams	PCFD	435-940-2532	sadams@pcfd.org
Paul Hewitt	PCFD	435-940-2501	phewitt@pcfd.org
Wade Carpenter	Park City Police Chief/Fire Marshal	435-615-5505	wade.carpenter@parkcity.org
Diane Foster	Park City City Manager	435-615-5151	diane.foster@parkcity.org
Phyllis Robinson	Park City PIO	435-615-5189	probinson@parkcity.org

INSTRUCTIONS

2. Community Legal Structure

List the government entities associated with the community – city, town, unincorporated, special service district, homeowner association(s), other. Part of the purpose in this exercise is to help identify organizations through which grant funding – federal, state or other – can be channeled.

Organization	Contact Person	Phone Number	E-mail
Park City Fire District	Ch. Paul Hewitt	435-940-2501	phewitt@pcfd.org
Summit County	Bob Jasper	435-336-3200	rjasper@summitcounty.org
Park City Municipal Corp	Diane Foster	435-615-5151	diane.foster@parkcity.org
Snyderville Basin Water Reclamation District	Mike Luers	435-649-7993	mluers@sbwrd.org
Snyderville Basin Recreation District	Rena Jordan	435-649-1564	renaj@basinrecreation.org
Park City School District	Tom Van Gorder	435-645-5600	tvangorder@pcschools.us
Mountain Regional Water Special Service District	Marti Gee	435-940-1916	mgee@mtregional.org

INSTRUCTIONS

3. Population (Park City Fire District Service Area including Promontory)

Provide information regarding the population of the area.

Approximate number of homes: 19,285

Approximate number of unimproved lots: 3,520

Approx. number of commercial entities: 1,530

Approx. number of agricultural buildings: 245

Approximate number of full-time residents: 35,000

Approximate number of part-time residents: 20,000 (seasonal and second homes owners)

Approx. visitor population during fire season: 10,000 – 15,000 (fluctuates with special events)

INSTRUCTIONS

4. Estimated Values at Risk

Provide an approximation of the estimated current values of residential and commercial property in the subdivision. The County Assessor should be able to assist with this information.

The estimated taxable values at risk of residential and commercial property as of **12/31/2011** are approximately

$ 12,265,820,000. (Per Summit County Assessor's Office – see appendix)

INSTRUCTIONS

5. Natural Resources at Risk

Describe the natural resources at risk in the subdivision and surrounding area, such as watershed, forest products, wildlife, recreation tourism, etc.

Oak, Maple, Evergreen, Conifer, Aspen, Scrub; Wilderness Values; Deer, Elk, Moose, Beaver, small animals, (lifts, towers, tows, structures, snow making, reservoirs); extensive trail system,
reptiles, birds and other wildlife; protected open space, extensive trail system; significant watershed; Very large
Year-round Recreation and Tourism economy which includes but is not limited to; Historic Mine and other
structures, Ski industry infrastructure towers, tows, structures, snow making, ski runs, reservoirs); extensive trail system, parks, nature preserves and view sheds

INSTRUCTIONS

6. Commercial Entities

List contact information for commercial entities in the area (not just in the subdivision).

Organization	Contact Person	Phone Number	E-mail	Address
Park City Mountain Resort	Brian Suhadolc	801-301-1500	brian@pcmr.com	P O Box 39, Park City, UT 84060
Deer Valley Resort	Chuck English	435-645-6904	cenglish@deervalley.com	P O Box 1525, Park City, UT 84060
Canyons Resort	Tim Hagan	435-640-6246	thagan@canyonsresort.com	4000 Canyons Resort Dr., Park City, UT 84098
Utah Olympic Park	Colin Hilton	435-658-4227	colin@utaholympiclegacy.com	P.O. Box 980337, Park City, UT 84098
Historic Main Alliance	Alison Butz	435-658-9612	alison@historicparkcityutah.com	PO Box 1348 Park City, UT 84060
Swaner Nature Preserve	Jon Paulding	435-252-3575	jon.paulding@usu.edu	1258 Center Drive Park City, UT 84098
Tanger Outlets		435-645-7078		6699 North Landmark Dr. Park City UT 84098
Quarry Village		435-200-0023		3126 Quarry Rd. Park City, UT 84098
National Ability Center	Gail Loveland	435-649-3991	info@discoverNAC.org	PO Box 682799, Park City, UT 84068
Park City Technology Park	Under Construction			

Iron Horse Business District	Mary Wintzer	435-649-2741		Iron Horse Dr. Park City, UT 84060
Intermountain Healthcare – Park City Medical Center	Robert Allen	435-658-7000		900 Round Valley Dr. Park City, UT 84060
Walmart	Jason Lundy Asset Protection Mgr	435-647-9909	Jason.Lundy@wal-mart.com	6545 N Landmark Dr., Park City, UT 84098
Home Depot		435-649-1467		1595 Old Highway 40 Park City, UT 84098
Other Commercial Areas:	Resort Center	Redstone Center	Prospector Square	Holiday Village
Silver Creek Business Center				
See local Yellow Pages for other Commercial Entities				

FOR AREA HOMEOWNER'S ASSOCIATIONS SEE ATTACHMENT "A"

INSTRUCTIONS

7. Formal Associations

List contact information for civic groups, churches, volunteer organizations, senior citizen groups, youth groups, etc.

Organization	Contact Person	Phone Number	E-mail
Interfaith Council	Leanne White Christian Center of PC	435-649-2260	Leanne@ccofpc.org
LDS Stakes (Jeremy, Park City)	Park City Stake	435-649-0725	
St. Mary's Catholic Church		435-649-9676	info@stmarysparkcity.com
Park City Area Lodging Association	Jeff Bennett, President Deer Valley Club	435-647-0055	info@pcala.org
Park City Restaurant Association	Ginger Ries	435-640-1168	pcrestaurants@gmail.com Ginger.ries@me.com
Historic Park City Alliance	Allison Butz	435-658-9612	info@historicparkcity.com
Friends of Animals	Claudia McMullain	435-901-2123	cmcmullin@foautah.org
Recycle Utah	Insa Riepen	435-649-9698	Director@recycleutah.org
PC Rotary	Christina Miller		
Sunrise Rotary	Connie Nelson		
CERT	Kevin Callahan, SCEM	435-640-0510	kcallahan@summitcounty.org
Snyderville Basin Recreation District	Rena Jordan	435-649-1564 Ext 29	renaj@basinrecreation.org
LEPC	Eric Hales, PCFD	435-940-2508	ehales@pcfd.org

INSTRUCTIONS

8. Media Support

List contact information for local media, such as newspapers, newsletters, television, radio, websites, etc.

Organization	Contact Person	Phone Number	E-mail
KPCW	Leslie Thatcher	435-649-9014	lthatcher@kpcw.org
Park Record	Nan Chalat-Noaker Jay Hamburger	435-649-9004	editor@parkrecord.com citynews@parkrecord.com
PCTV	Stanton Jones	435-640-5555	Stanton@pctv.com
Salt Lake Tribune	Chris Smart	801-237-2800	csmart@sltrib.com
KUER	News Desk	801-581-5015	Fm90@kuer.org
Amateur Radio	Gary Hayes	801-597-8392	Kc7epy@comcast.net
Park City Web/Twitter/FB	Phyllis Robinson	435-615-5189	probinson@parkcity.org
Summit County Web/Twitter/FB	Karsten Moench	435-336-3149 801-792-4822	kmoench@summitcounty.org
Park City Police Dept Twitter/FB	Capt. Phil Kirk	435-615-5512 435-615-5524	pkirk@parkcity.org
Summit County Sheriff Twitter/FB	Ron Bridge	435-615-3546 435-615-3600	rbridge@summitcounty.org
Summit Wildfires Blog	Katie Mullay, SCHD	435-513-0444	kmullaly@summitcounty.org

INSTRUCTIONS

9. Schools

List contact information for all public and private schools in the community.

School	Contact Person	Phone Number	E-mail	Address
Park City District	Tom Van Gorder	435-645-5600	tvangorder@pcschools.us	2700 Kearns Blvd Park City, UT 84060
Park City HS	Bob O’Conner	435-645-5650	boconnor@pcschools.us	1750 Kearns Blvd Park City, UT 84060
Treasure Mountain Junior High	David McNaughtan	435-645-5640	dmcnaughtan@pcschools.us	2530 Kearns Blvd Park City, UT 84060
McPolin ES	Greg Proffit	435-645-5630	gproffit@pcschools.us	2270 Kearns Blvd Park City, UT 84060

Jeremy Ranch ES	Shawn Kuennen	435-645-5670	skuennen@pcschools.us	3050 Rasmussen Rd, Park City, UT 84098
Trailside ES	Dr. Kathleen Einhorn	435-645-5680	keinhorn@pcschools.us	5700 Trailside Dr Park City, UT 84098
Ecker Hill MS	Traci Evans	435-645-5610	tevans@pcschools.us	2465 West Kilby Rd, Park City, UT 84098
Parleys Park ES	David Gomez	435-645-5620	dgomez@pcschools.us	4600 Silver Springs Drive Park City, UT 84098
Weilenmann Discovery	Mary Kimball	435-575-5411	marykimball@wsdpc.org	4199 Kilby Road Park City, UT 84098
Park City Day School	Charlie Sachs	435-649-2791	csachs@parkcitydayschool.org	3120 Pinebrook Road, Park City, UT 84098
Winter School	Rob Clayton	435.649.8760	rclayton@wintersportsschool.org	P.O. Box 1998 Park City, UT 84060
Montessori School	Duna Strachan	435-649-3626	duna@soaringwings.org	
Park City Preschool				

INSTRUCTIONS

10. Transportation

List contact information for any railroad, highway, or other public transportation routes or means in the community.

Organization	Contact Person	Phone Number	E-mail
Park City/Summit County Transit	Kent Cashel	435-615-5360	kcashel@parkcity.org
Park City Municipal Corp	Pace Erickson	435-615-5311	perickson@parkcity.org
Summit County	Kevin Callahan	435-336-3978	kcallahan@parkcity.org
UDOT		801-965-4000	srwebmail@utah.gov
Park City Transportation/Lewis Brothers Stages (private)		435-649-8567	

INSTRUCTIONS

11. Private Emergency Services and Equipment

List privately owned equipment and services available for wildfire response (such as tow trucks, bulldozers, etc.), with contact information. If such services or equipment are already contracted under the County Mobilization Plan, they should not be listed here.

Type of Equipment	Contact Person	Phone Number	E-mail	Address
Earth-moving equip., generators, saws, trailers, etc.	Diamond Rental & Tools	(435) 645-7840	store13@diamondrental.com	6450 Silver Creek Drive, Park City
Earth-moving equip., Dump Trucks	Geneva Rock Prod. Inc.	(435) 649-3033	N/A	4219 E Atkinson Rd., Heber
Bulldozers, Loaders, Snow Removal equip., Snowcats	Deer Valley Resort-Bob Wheaton	(435) 513-2787	admin@deervalley.com	2250 Deer Valley Dr. South, Park City
Bulldozers, Loaders, Snow Removal equip., Snowcats	Park City Mtn. Resort-Brian Suhadolc	(801) 301-1500	PCMRinfo@pcmr.com	1345 Lowell Avenue, Park City
Bulldozers, Loaders, Snow Removal equip., Snowcats	The Canyons Resort-Tim Hagan	(435) 640-3301	info@canyonsresort.com	4000 The Canyons Resort Dr., Park City

INSTRUCTIONS

12. Restricting Covenants, Ordinances, etc.

Describe any pertinent restricting covenants, ordinances, etc. concerning wildfire in the community. For example, home association bylaws may have requirements regarding building construction materials or vegetation removal, or regarding access in a gated community.

Source	Details
Park City Fire Service District	Shake Shingle Roofs are not permitted.
Park City Fire Service District	Access gates for gated communities must be fire service accessible.
Park City Fire Service District	All communities must have 2 paths of evacuation.
Park City Fire Service District	Fire Access Roads cannot be blocked at any time.
Park City Fire Service District	Homes in the WUI must be fire sprinklered.

INSTRUCTIONS

13. Insurance Rating

Provide the current insurance rating for the community. (The community's primary fire protection provider should be able to assist with this information.) (Site the source of the insurance rating.)

Fire Insurance Rating: Park City-**2**, Summit County-**3**, No Water-**9** (**ISO Ratings**) (See appendix B)

INSTRUCTIONS

14. PHYSICAL DESCRIPTION

While completing the following assessments of the community, consider the height, width, weight, and turnaround needs of emergency equipment. Exact clearance requirements may vary by community.

Road clearance height	≥ 13’6”	Dead end street turnaround	≥ 100’ diameter
Road clearance width	≥ 20’	Bridge/culvert weight limit	≥ 20 tons per axle
Driveway clearance height (outside)	≥ 13’6”	Driveway turnarounds*	≥ 30’ (inside turning radii), 45’
Driveway clearance width	≥ 12’	Driveway turnouts**	≥ 10’ wide and 30’ long

* for driveways in excess of 150’ in length
** for driveways in excess of 200’ in length and less than 20’ in width

INSTRUCTIONS

A. Access

Provide detailed information regarding access to the community, including all-weather and seasonal access.

i. Directions to community:

From the west – I-80 westbound, exits 146- 145
From the northeast – I-80 eastbound, exits 141-146
From the east US-40 northbound and southbound exits 2-4

ii. All-weather access:

I-80
US 40
SR 248/224 Local roads

iii. Seasonal access:

SR 224 at Guardsman Pass
Restricted access via Deer Crest

INSTRUCTIONS

B. Roads

Provide information regarding the condition and types of roads in the community. Percentages are ideal, but general estimations are sufficient.

i. **Most** road signs are present.

ii. **96%** are pavement; **2%** are gravel; **2%** are dirt

iii. **Most** will support **two lanes** of traffic. **(based upon neighborhood and snowfall)**

iv. **Some** are loop roads.

v. **Some** are dead-end roads. Of these, **most** have adequate turnaround space available at the end of the road for emergency equipment (based on turning radius listed in front of this section.)
(specific concerns regarding Summit Park and Old Town neighborhoods)

INSTRUCTIONS

C. Driveways

Provide a general assessment of the driveways in the community, in regard to emergency equipment (based on height and width information listed in front of this section) and emergency response.

i. Most driveways width and height clearance, road grades and vegetation appearance are **adequate** for emergency equipment. **Specific concerns regarding grade and slope considerations for driveways in particular.**

ii. **Few** individual homeowners have posted their name and address.

INSTRUCTIONS

D. Structures

Assess the community in regard to building structures and wildfire hazard – construction materials, visibility, etc. Percentages are ideal, but general estimations are sufficient.

i. **Most** are of wood-frame construction.

ii. **Most** have wood decks or porches.

iii. **Some** have wood shake or shingle roofs.

iv. **Many** are visible from the main subdivision road. **Specific concerns expressed for Summit Park and Deer Valley areas.**

INSTRUCTIONS

E. Bridges, Gates, Culverts, other

Assess the community's infrastructure for potential obstacles to emergency response. Consider weight, height, and width information of emergency vehicles as listed in front of this section.

i. **All** bridges support emergency equipment.

ii. **All** gates provide easy access to emergency equipment.

iii. **All** culverts are easily crossed by emergency equipment.

INSTRUCTIONS

F. Utilities

Assess and provide information on the utilities serving the community, in regard to wildfire hazard and emergency response capabilities.

i. Telephone service is **below and above** ground.

Provided by: **Century Link (formerly Qwest)** Telephone number: 800-573-1311
Provided by: **Comcast/Xfinity** Telephone number: 800-266-2278
Provided by: **Dish** Telephone number: 800-200-3102
Provided by: **DirectTV** Telephone number: 800-531-5000

ii. Electrical service is **below and above** ground.

Provided by: **Rocky Mountain Power** Telephone number: 888-221-7070

iii. Are there homes/structures utilizing propane? **Yes**

If yes: **99%** of those propane tanks are **above ground**

If some are above ground: **few** are marked with a flag or by other highly visible means

List locations of those propane tanks above ground:

To be mapped on GIS during neighborhood assessments

iv. Are there homes/structures utilizing natural gas? **Yes**

v. Primary water sources

Approximately **80** % of homes use central water system.

Approximately **15** % of homes use individual wells.

Approximately **5** % of homes have additional private water source.

Water provided by:	Park City Municipal Corp	Telephone number: 435-615-5030
	Summit Water Dist Co	Telephone number: 435-649-7900
	Mountain Regional Water SSD	Telephone number: 435-950-1916
	Gorgoza Mutual Water Co	Telephone number: 435-649-7948
	Jordanelle Special Service District	Telephone Number: 435-940-9515

PART II:
COMMUNITY PRESCRIPTION

Directions: *This section is to be completed by the Community Wildfire Committee. A community prescription includes the goals of the plan, identifies specific actions needed to complete the goals of the wildfire plan and identifies responsible parties, resources and priorities.*

INSTRUCTIONS

1. Goals of Plan

Provide a brief statement of the goals of the Community Wildfire Plan. **Each plan must address the following: Fuel Reduction, Facilities and Equipment, Education, Emergency Response Plan, Regulative Issues, and Evaluation and Maintenance**.
The fuel reduction projects can identify goals for projects on both private and public land.**

2. Identification of Actions

Describe projects that need to be done to complete the goals of the plan, and to perform annual and periodic maintenance of the plan.

3. Identification of Responsible Parties, Resources and Priorities

Outline how the actions described in Item 2 will be accomplished, by listing responsible parties (person or organization who is responsible for each action), a timeline agreed upon by the community council and interested parties, and priorities (designating of each action as high, medium or low priority).

** The Healthy Forest Restoration Act of 2003 is a federal act that gives priorities to projects identified in a community fire plan. When communities identify fuel mitigation projects on adjacent public lands that would increase the likelihood of the community's wellbeing, this allows the federal agencies to plan, process and implement projects on these public lands in an expedited manner.

GOALS/PURPOSE OF PLAN

A. Community will decrease fuels within the community to reduce wildfire intensity and impact in and around the community.
B. Community will work with county, state and federal fire officials to decrease fuels on adjacent public lands to reduce wildfire intensity and impact in and around the community
C. Community will evaluate, upgrade and maintain community wildfire preparation and response facilities and equipment.
D. Community will help educate community members to prepare for and respond to wildfire.
E. Community will develop and implement a comprehensive emergency response plan.
F. Community will actively address identified regulative issues impacting community wildfire prevention and response needs.
G. Community will regularly evaluate, update and maintain planning commitments.

Goal A: Community will decrease fuels within the community to reduce wildfire impact in and around the community.

Action(s):	Timeline:	Responsible Party:	Priority:
Work with Resorts, DVR, PCMR and Canyons to reduce fuels	Ongoing	PCFD, Resorts, FFSL, PCMC, Summit County	High
Increase the number of homes & HOAs with defensible space	Ongoing	PCFD, FFSL, PCMC, Summit County	High
Investigate additional chipping options for the entire CWPP area potentially with state resources	Ongoing	PCFD, Summit County, PCMC, Resorts, FFSL,	Medium

Educate the landscaping contractor community in Firewise landscaping & defensible space	Ongoing	PCFD, Summit County, PCMC, FFSL	Medium

Notes and Updates:

Look into a track chipper/trailer or other similar equipment to be shared by the resorts, city and county (approx. cost $150K plus maintenance)

Explore UDOT's ability to double mow grasses on I-80, US-40, UT224 & UT 248

FFSL may have educational tools for education

Goal B: Community will work with county, state and federal fire officials to <u>decrease fuels on adjacent public lands</u> to reduce wildfire intensity and impact in and around the community.

Action(s):	Timeline:	Responsible Party:	Priority:
Develop and implement a vegetation/fire management plan for large public open space areas	2-3 years	PCMC, Summit County, FFSL	High

Notes and Updates:

Confirm that there are no restrictions on open space deeds that would prohibit vegetative fire breaks and/or wider trails

Goal C: Community will evaluate, upgrade and maintain community wildfire preparation and response <u>facilities and equipment</u>

Action(s):	Timeline:	Responsible Party:	Priority:
Firefighting Helicopter with Bucket	Spring 2014	Park City Fire District. Summit County	Medium
New Fire Station at Quinn's Junction New Fire Station at Summit Park	Spring 2014	Park City Fire District	Medium
2 Type-3 Fire Engines, 2 Water Tenders (3500 gallons)	Fall 2013	Park City Fire District	High

Notes and Updates:

Goal D: Community will develop and implement a comprehensive <u>emergency response plan</u>.

Action(s):	Timeline:	Responsible Party:	Priority:
Identify evacuation routes with signage	Fall 2013	PCFD, PCMC, H.O.A. Groups	High
Communicate fire evacuation plans to residents	Fall 2013	PCFD, PCMC	Medium
Finish Community Fire Plan and Pre-attack Plans	Dec. 2012	PCFD, PCMC, Summit County	High

Notes and Updates:

Goal E: Community will actively address identified regulative issues impacting community wildfire prevention and response needs.

Action(s):	Timeline:	Responsible Party:	Priority:
Educate H.O.A Groups to post fire regulation signs at the entrance to each H.O.A community.	Summer 2013	PCFD, H.O.A Groups	Medium
Educate H.O.A Groups to review their covenants and create fire mitigation rules if not already in place; also remove conflicting rules from the covenants	Summer 2013	H.O.A Groups	Medium
Develop model WUI code for new structures	Spring 2014	PCFD, Building Officials, Planning Depts PCMC/SC	Medium

Notes and Updates:

Goal F: Community education about wildfire risk, preparation and response.

Action(s):	Timeline:	Responsible Party:	Priority:
Promote awareness that PC is within the Wildfire Urban Interface and at high risk for wildfire	May – October annually	PCFD, PCMC, SC	High
Have Firewise Utah booth at community events (e.g. Silly Market, Wed Concerts at DV, 4th of July, Miners Day)	May – October annually	PCFD, FFSL	Medium
Encourage additional communities to become Firewise/develop CWPP & acknowledge those that complete this work	2013-2015	PCFD, FFSL	Medium
Maintain and expand as able Chipper Program to reduce fuel load	2013- 2014	PCFD, FFSL	High
Model fire hazards throughout PCFD (sandbox exercise)	Nov 2012	PCFD, PCMC, SC	High

Notes and Updates:

PART III:
RESOURCES

***Directions**: <u>This section is to be completed through joint effort between the Community Wildfire Committee and fire officials</u>. This section will contain a list of wildfire preparation and response resources that are selected by the community for retention in a community wildfire reference library.*

INSTRUCTIONS
List of Resources List wildfire preparation and response resources to be retained in a community wildfire reference library, such as brochures, leaflets, books, magazines, videos, charts, etc.

<u>Informational Materials</u>

<u>General Fire Prevention</u>

"Are You Living in the Red?" pamphlet (Utah Fire Assessment Project: Bureau of Land Management et.al.)
"How to Protect Your Home: It Could Happen to You" (USDA Forest Service)
"How to Reduce Wildfire Risk" Tree City USA Bulletin (The National Arbor Day Foundation)
"Living With Fire" video and pamphlet (Utah Living With Fire)
"Protect Your Hide-away Home" pamphlet (Utah Department of Natural Resources)
"Protecting Residences from Wildfire" (USDA Forest Service)
"Protecting Your Home Against Wildfire" video (National Wildfire Coordinating Group)

<u>Landscaping/Building</u>

"Firewise Landscaping for Utah" (Utah State University Extension)
"Firewise Plants for Utah Landscapes" Utah Forest Facts newsletter (Utah State University Extension)
"How to Landscape for Safer Hillside Living" pamphlet (Los Angeles City Fire Department)

<u>Community Planning</u>

"Community Involvement in Fire Prevention" (Fire Management Notes Vol. 42)
"Community Planning: An Introduction to the Comprehensive Plan" (Kelly, Becker; Island Press)
"County Land Use Planning: How Can Planners Help the Fire Services in Protecting Homes from Wildfire" (USDA Forest Service, General Technical Report INT 251)
"Development Strategies in the Wildland/Urban Interface" (Western Fire Chiefs Association)
"The Greenbelt Concept: Safeguarding Your Community with Planning Buffer Zones" (American Fire Journal)

<u>Evacuation Planning</u>

"Fire Alert, Warning and Evacuation" guidance document (Utah Div. of Emergency Management)

<u>Websites</u>

Utah's Forestry, Fire and State Lands—http://www.ffsl.utah.gov
FireWise Home Page -- http://www.firewise.org
Forest Service Fire Management Website -- http://www.fs.fed.us/r3/sfe/fire/index.html
Independent Sector http://independentsector.org
Insurance Services Office (town fire ratings) -- http://www.isomitigation.com/
National Fire Protection Association -- http://www.nfpa.org
National Interagency Fire Ctr, Wildland Fire Prevention/Education – http://www.nifc.gov/preved/rams.html
Park City Fire District website – www.pcfd.org
Summit County Wildfire Blog www.summitwildfires.com
U.S. Department of Agriculture "How to Get Information" (contacts) – http://www.usda.gov/news/howto/nre.htm
Utah BLM Fire Management Website – http://www.ut.blm.gov/fire/Assessment/assessment.html
Utah Fire Info http://utahfireinfo.gov
Utah Twenty-First Century Communities Program - http://www.dced.state.ut.us/21century/index.htm

PART IV:
TECHNICAL ASSESSMENTS

***Directions**: This section is to be completed in conjunction with fire officials. Include any technical data and information which will support or supplement the information provided by the Community in Parts I and II. Specific information is requested in order to provide consistency among fire plans within the state.*

INSTRUCTIONS

A. Community Description

Fire officials are to provide detailed assessments and information regarding this community. Documentation from assessments, ratings, surveys, etc. should be included in the Appendix, along with maps.

1. Physical Description

a. Area

Legal description:

See WUI Maps in Appendix A
All the lands within the Park City Fire Special Service District

USGS Map Quadrangle (optional):

VOR RAD distance (optional):

b. Topography and Vegetation

Slope

Average **35** % Range **0** % to **147** %

Aspect (predominate) **East** (Cardinal direction) **East**

Describe the vegetation in the area:

Oak Brush, Sagebrush and grasses, Subalpine Fir, White Pine, Douglas Fir

c. Water Supply

Ponds / Creeks / other natural water sources:

*

See Appendix A

Hydrants:

The hydrants in the communities meet the fire code and are added as a map in Appendix B

d. Emergency Services / Equipment Capabilities

Describe the types of emergency services and equipment available from local, county, state and federal resources.

911 Services:	County Dispatch Center- Melanie Crittenden 435-640-3882 Park City Dispatch Center – Maggie Petersen – 435-615-5524
Local:	Type-IV & 1 Type-VI South Summit Scott Anderson 435-640-4141 1 Type-IV & 1 Type-VI North Summit Jodi Robinson 801-455-2849
County:	1 - 5000 gal Tender Kevin Callahan 435-336-3978 1 - 1200 gal Tender 1 - Dozer
State:	3 - Type-VI Summit County Fire Warden - Bryce Boyer 435-640-2075 Wasatch County Fire Warden -Troy Morgan 435-671-2075 Duchesne County Fire Warden – Nathan Robinson 435-790-4741
Federal:	1 - Type-6 Robert Lamping 801-732-2672

Note: Summit County MOB guide has been included in Appendix B for additional resources and contacts.

2. Hazard Evaluation

a. Area Fire History

Month/Year of fire	Fire Name	Ignition source	Acres burned
July 2005	Deer Creek Dam Fire		230
Sept. 2005	191 I-80		108
Aug. 2007	Echo Canyon		185
Sept. 2007	Henefer Horseshoe		185
June 2008	Mill Hollow		670
Oct. 2008	Boiler Fire		125
Aug. 2012	Fox Bay		540
Aug. 2012	Whiskey Fire		244
Oct. 2012	Echo Jr.		311

b. Subdivision rating

The subdivision is rated Extreme for wildfire hazard.

Documentation for this rating is in the Park City Community Fire RiskAssessment in Appendix B.

c. Property / Structure Rating

All lots will be rated for wildfire hazard, as arranged by the Fire Council with fire officials and as permitted by the owners. The estimated time of completion for all ratings is ___100 per year until done___ .

See Individual Lot Assessment Form in Appendix D.
Documentation of individual property ratings should be included in the Appendix.

d. Expected Fire Behavior

Included as a PDF in Appendix B.

The following will serve as a general guideline of expect fire behavior for those communities covered under this CWPP.
1. Grass fuel types will have rates of spread exceeding ½ mile per hour with spotting up to 1/3 mile.
2. Timber fuel types will have very intense fires with rates of spread averaging 561 feet per hour with firebrand spotting at ½ mile will have over a 80% probability of starting new fires. Additionally, tree torching will occur with active crown fire.
3. Shrub fuel types will have high rates of spread averaging 32 chains per hour (2,112 feet) with very high fire line intensity creating high severity fires impacts. Firebrand spotting at ½ mile will produce new fire with a probability of 84%.

INSTRUCTIONS

B. Community Prescription

Based on the information collected, provide recommendations for action under each of the following categories. Fuel modification project plans should include recommendations for ongoing maintenance.

1. Fuel Modification Projects

Project(s) (briefly identify)	Timeframe	Person in Charge
Convene the resorts for development of a comprehensive, long-term vegetation, forest health & fuel reduction plan	By July of 2013	PCMC lead with PCFD, SC & FFSL
Integrate the state (FFSL) resources into the existing county and PCFD chipping programs	By Spring 2013	Ken Ludwig
Develop and implement public open space "green spacing" fire breaks and wider trail mowing in Round Valley using DWR & FFSL resources in conjunction with the local resources	By Fall of 1013	PCMC lead with SC, SBRD, & Summit Land Conservancy

2. Infrastructure Improvements (Utilities, Water Developments, Equipment Acquisition / Repair, etc.)

Project(s) (briefly identify)	Timeframe	Person in Charge
PCFD will apply for CIP Fire Grants for equipment	Next application period	Chief Eric Hales

Identify and install Evacuation Route signs in Thaynes, Bear Hollow/Sunpeak, Aerie and the Preserve	By Summer of 2014	PCFD lead with PCMC & SC

Notes: Once signs are in place, inform and educate community on citizen way out and PCFD way in routes

3. Education

Goal(s) (briefly identify)	Timeframe	Person in Charge
Email to HOAs educational pieces and links to CWPP, Firewise, Utah living with Fire, etc., including resources and a call to action by HOA boards	By Summer of 2013	Ch. Scott Adams with help from PCMC & SC
Utilize PSAs, media interviews, direct mail and other opportunities to educate the community on the CWPP and drive to PCFD website	By Summer of 2013	Phyllis Robinson Hugh Daniels Ch. Paul Hewitt
Schedule with PCFD, UT Living with Fire, PCMC to staff booths at selected special events to distribute education information about the CWPP and available resources.	By the Spring of 2014	Ch. Scott Adams with help from PCMC & SC
Investigate and use if able the ability to have Water Companies include CWPP information in billing mail	By Summer of 2013	PCFD with help from PCMC
Educate landscaping companies on Firewise and defensible space practices within the CWPP boundaries using FFSL programs	By Summer of 2013	PCFD with help from PCMC & SC

4. Wildfire Response / Pre-Attack Plan

A Pre-Attack Plan should be in place, with a detailed description attached. It should address the following:

Emergency notification procedures
Fire protection responsibilities among agencies
(private, state, federal lands; response times)
Command responsibilities
Pre-determined locations for…
Command Post
Staging Areas
Safety Zones
Helibase / Helispots

Factors in determining evacuation vs. shelter-in-place
Traffic Control
Briefing of personnel on safety and hazards
Determining Operational Mode
Determining resource needs
(aircraft, mechanized, hand crews, water / chemical delivery systems)
Determining assignments
(reconnaissance, medical suppression, rehab)

<u>Specific Pre Plans for areas within the CWPP are in Appendix F.</u>

5. Monitoring and Evaluation

Will be completed in conjunction with UFFSL as projects are undertaken.

Goal(s) (briefly identify)	Timeframe	Person in Charge

APPENDIX

INSTRUCTIONS

This section is to be filled as needed by both the Community Wildfire Council and fire officials. Items can include, but are not limited to:

- Contact Lists
- Assessment Project Worksheets
- Maps
- Homeowner Checklists
- Examples / Sample documents
- Glossary

Appendices

Appendix A: Maps

Contents:

WUI	Schools
Natural or Man-made Water Resources	Parks
Hydrants	Churches
Evacuation Routes	Medical Facilities
WUI Slope & Vegetation	Project Areas

Appendix B: Supporting Documents

Contents:

HOA List	Expected Fire Behavior Outputs
Community Value Assessment	Park City Community Risk Assessment
ISO Ratings	Summit County MOB Guide

Appendix C: Contact List

USFS	Park City Fire District
UFFSL	

Appendix D: Forms

Utah Blank In-Kind Tracking	Community Fire Risk Assessment
Individual Lot Assessment Form	Permission Form
AG Liability Brief and Standards	

Appendix E: Educational Materials

Utah Firewise Living	Firewise Landscaping
Utah Prepare for Wildfire Pamphlet	

Appendix F: Pre-Attack Plans with Maps

Bear Hollow	Colony
Daly Canyon	Iron Canyon
Ontario to Empire Canyons	Red Hawk
Swanner	Upper Deer Valley
Fuels Map (Completed Projects)	

Appendix A
Maps

Park City WUI Area

Natural or Man-made Water Resources

Hydrants

Evacuation Routes

Schools

Parks

Churches

Medical Facilities

Project Areas

Appendix B
Supporting Documents

HOA List

Community Value Assessment
ISO Rating

Behave Outputs

Park City Community Risk Assessment

Summit County MOB Guide

Appendix C
Contact Lists

Utah Division of Forestry, Fire and State Lands

USDA Forest Service

Park City Fire District

Appendix D
Forms and Information

Utah In-Kind Tracking Form

Utah Assessment Form for Individual Homes

Utah AG Liability Opinion

Utah Assessment Form for Community

Permission Forms

Appendix E
Education Materials

Utah Living with Fire Firewise Magazine

Utah Prepare for Wildfire Pamphlet

Utah Living with Firewise Landscaping

Appendix F

Pre-Attack Plans:

Bear Hollow
Colony
Daly Canyon
Iron Canyon
Ontario to Empire Canyons
Red Hawk
Swanner
Upper Deer Valley
Fuels Map (Completed Projects)

City Council
Staff Report

Subject:	**Rocky Mountain Power Expansion of Bonanza Substation**
Authors:	**Matthew Cassel, P.E., City Engineer** **Thomas Eddington, Planning Director** **Phyllis Robinson, Community Affairs Manager** **Nate Rockwood, Capital Budget Manager**
Date:	**June 20, 2013**
Type of Item:	**Administrative**

Recommendation:
Staff recommends that the City Council provide direction to proceed with the vertical expansion of the substation within its current footprint. Under this option the substation height will increase to approximately 60 feet. This recommendation is subject to public process and land use approvals as necessary from the Planning Commission.

Topic/Description: Upgrade of Rocky Mountain Power Substation.

*******Important note for members of the community:* The City Council will **not** consider relocation of the substation to 1555 Lower Iron Horse Drive at this meeting. **

The City Council will only consider the following possible options:

- Upgrade the substation at the existing site with no change in the substation's footprint;
- Upgrade the substation using a Low Profile design and expand onto the City-owned property where the recycling center, run by the non-profit organization Recycle Utah, is currently located;
- Feasibility of a private transaction between Rocky Mountain Power and private property owners that would expand the substation in a low profile design to the rear of The Yard property without financial or land contribution from the City.

Background:
Rocky Mountain Power (RMP) owns the Park City Substation in the Bonanza Park area which is critical to the City's power grid. It takes transmission line energy and converts it to distribution level charges that flow to homes and businesses in a significant portion of Park City. RMP has informed the city that the station is at nearly full capacity and needs to upgrade its service from a 46kv to a 138kv service. The upgrades are according to a regional power grid improvement and service area upgrade master plan that area officials helped shape through the 2009 Summit Wasatch Electrical Task Force.

- In 2010 RMP informed the city that Park City Substation was extremely close to capacity and was in need of expansion. Its goal was to was to substation expansion occur within the next two years and in service by 2015. Staff recognized that this was the opportunity to investigate relocating the substation to better effectuate the redevelopment of the Bonanza Park area. The draft Bonanza Park Area Plan proposes a mixed-use concept for the 99 acre area that is envisioned to be a district that is locally focused in terms of residential development (mixed-income opportunities) and commercial development that diversifies the City's existing mix and might include a satellite campus for higher education, a business incubator, a culinary institute, or research/office space for new businesses.

Accordingly, RMP, staff and community stakeholders identified seven (7) possible sites within a ¼ mile of the existing substation. :

- Current location looking to expand to the north (Recycle Center);
- Current location looking to expand to the west (Mark Fischer's property);
- 2125 Monitor Drive - directly behind the cemetery (to the northeast of the Boothill Water facility);
- 1100 Snow Creek - between Snow Creek Shopping Center and behind Zion's Bank;
- A site adjacent to our Aeries water tank;
- Powdr Corporation's property off Munchkin Road, and
- 1185 Lower Iron Horse (the property located at the end of Lower Iron Horse).

Each of these sites was rated by staff using the Summit Wasatch Electrical Plan Scorecard provided in the RMP Long Range Plan. Once the sites were selected and evaluated, the scorecard was turned over to RMP so they could start their analysis of each site. With four (4) staff members scoring, the site rankings using the RMP score sheet are as follows (the higher the score, the more desirable):

• Existing location (Recycle Center or Mark Fischer's Property)	104
• 2125 Monitor Drive	93
• 1100 Snow Creek	92
• Site adjacent to Aerie tank	86
• Powdr Corporation's property	85
• 1185 Lower Iron Horse	54
• 1555 Lower Iron horse Drive	46

Once the sites were selected and evaluated by staff, the scorecard was turned over to RMP so it could start their analysis of each site. Staff prepared GIS drawings for RMP showing zoning, property lines, setback requirements and other environmental concerns. After RMP had a chance to review the maps, staff and RMP visited each of the sites to determine the feasibility (as determined by RMP criteria) of each. Through their evaluation, RMP eliminated all but two (2) sites. The sites eliminated include:

- 2125 Monitor Drive – Too small and too steep on the north side
- 1100 Snow Creek – Too small
- Aerie tank site – Difficult to access

- Powdr Corp. property – Less cost to expand existing to the north
- Mark Fischer property – Less cost to expand existing to the north
- 1185 Lower Iron Horse – Too small

The two (2) final sites identified have a total of three (3) alternatives as described below:

- 1555 Lower Iron Horse Drive with the incoming transmission power lines remaining in their existing alignment,
- 1555 Lower Iron Horse Drive with the incoming transmission power lines moved to the east of Bonanza Drive, and
- Expansion of the existing substation at its current location.

On September 12, 2011, the Mayor, City Council Member Simpson and the City Manager asked RMP to consider moving the substation to1555 Lower Iron Horse Drive. This request was consistent with recent discussions about Bonanza Park re-development. On December 1, 2011, RMP and staff provided information to City Council during the work session, which was an open and public meeting. This discussion included how the final two sites were selected, why the substation needs to be expanded/relocated, how the sites might look, positives and negatives of the sites and the next steps to be taken in the process.

Over the next nine months, RMP evaluated these three options, including site visits, survey and trying to fit their pieces of equipment on both sites. In September 2012, staff was finally comfortable that the information was robust enough to start the stakeholder and public meetings and to come to Council again in a public meeting for further discussion. Rocky Mountain did not have a site preference, but requested a site selection by January 2013. Understanding the significance of the decision that was before the City, RMP agreed to an additional six (6) months to gather information and make a decision on the location of the substation.

Park City Municipal-Sponsored Substation Public Outreach

In 2012

October 11, 2012 Study Session: The study session with City Council was the first opportunity for staff to discuss the layout and cost of each site. This public meeting ran for more than an hour in length. RMP had supplied this information just a couple of weeks before the meeting.

October 15, 2012 Stakeholder Meeting: Staff and RMP representatives prepared a presentation to stakeholders immediately surrounding the proposed 1555 Lower Iron Horse Substation and existing sites. The question and answer discussion focused on the two sites and the advantages and disadvantages of each site.

October 23, 2012 Community Meeting: The community meeting was held in an open house format with a total of five stations providing a varying amount of information. The five stations included:

1. Why there is consideration for both sites,
2. Expansion of the existing substation,
3. Relocation of the substation to 1555 Lower Iron Horse Drive,
4. Other valuable information including EMF data and an estimate of construction costs,
5. A sign-in and comment card station.

November 15, 2012 City Council Work Session: This public meeting focused on presenting a range of alternatives to Council along with financial breakdowns, positives and negatives of the expansion/relocation, property ownership, economic impacts, electromagnetic field discussion, buried power lines discussion and estimated costs for each alternative.

In 2013

January 24, 2013 City Council Work Session: In the two months since the November 15, 2012 meeting, staff worked with RMP to continue to analyze the substation options, as well as discuss the potential to bury the power lines in the area. Staff returned to Council at this public meeting with two scenarios:

- *Maintain Existing Location.* RMP would upgrade the existing substation within the existing footprint without consideration for a low-profile system and with a mild attempt to mitigate the visual impacts.
- *Relocate.* Move the substation to 1555 Lower Iron Horse Drive with mitigations to utilities, access and visual impacts. Relocating the substation was consistent with the 2011 joint City Council/Planning Commission redevelopment goals to maximize long term economic and community wide benefits for the Bonanza Park area and the resulting draft Bonanza Park Area plan presented to the City Council and Planning Commission in January 2012.

March 7, 2013 City Council Work Session: During this public meeting, staff provided more information and discussion concerning the low-profile substation located at 1555 Lower Iron Horse Drive and its impacts, access to Iron Horse Apartments, the inclusion of burying the area's power lines in the CDA project, project cost updates and additional information on the CDA funding option.

May 16, 2013 City Council Work Session: This public work session meeting focused completely on providing updated information concerning the CDA analysis, access to the Iron Horse Apartments and cost sharing deal points.

June 11, 2013 Open House: Staff hosted a nine hour long public open house from 10a – 7p in Council Chambers. The purpose of the open house was to provide an opportunity for community members to ask questions and evaluate for him/herself the pros and cons of each location. The Open House also included information about the upgraded power poles and the potential to bury the power lines if the City moved forward with the relocation and the CDA.

City staff and RMP staff were on hand to answer questions, clear up confusion and walk people through site analysis. More than 100 people attended this meeting and there was robust discussion

The following links are provided for all the past staff reports, meeting minutes and supporting documents.

Date	Item	Link to Staff Report or Notice	Meeting Minutes Link
August 25, 2011	Joint City County and Planning Commission Work Session, including Rocky Mountain Power substation relocation discussion	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=8109	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=8294
December 1, 2011	City Council Work Session and Public Hearing on substation relocation	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11094	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=8546
October 11, 2012	City Council Study Session	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11097	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11087
October 15, 2012	Area Stakeholders Meeting at The Yard	NA	NA
October 23, 2012	Community Open House at The Yard	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=10118	NA
October 24, 2012	Joint Meeting City County & Planning Commission on Bonanza Park, including Rocky Mountain Power substation	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=10124	
November 15, 2012	City Council Work Session and Public Hearing	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11096	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11095
January 24, 2013	City Council Work Session and Public Hearing	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11089	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11088
March 7, 2013	City Council Work Session and Public Hearing	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11086	http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11085
May 16, 2013	City Council Work Session and Public Hearing	*http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=11222*	*Not available at time of staff report.*

Analysis

Three critical path issues must be satisfied for the proposed substation site to be a viable option. All parties have worked diligently and in good faith to assess the potential of relocating the substation and burying the power lines in Bonanza Park.

1. **Financial viability of a Community Development Area**: Staff was able to satisfy the first of the critical path issues. The estimated cost for relocating the power substation and burying the power lines in the Bonanza Park area is$10 million - $12 million. This includes access road(s), possible rights of way acquisition, site preparation, landscaping and improvements, and burying distribution and transmission lines from the substation to Kearns Boulevard.

Staff commissioned a feasibility study of creating a Community Development Area (CDA) for Bonanza Park to assist in funding the substation expansion, including undergrounding the power lines. A CDA is a form of tax increment finance which allows the City to define a community project area which is expected to see sales and property tax growth as a direct result of project improvements. The study projected a $7mi increase in new tax increment generated that could be used to offset redevelopment costs. When combined with the cost sharing agreement between the City and the Developer, the CDA could be financially viable.

While the City had had initial meetings with the School District and Summit County regarding their willingness to participate in the CDA, none of the taxing entities had yet voted to participate. Had the taxing entities agreed to participate, no current school funding or current taxes would have paid for the burying of the power lines and the relocation of the substation. ONLY new taxes generated by the new development that would occur in Bonanza Park would go to repay the loan to the CDA.

2. **Satisfactory resolution of access and EMF concerns for the owners of Iron Horse Apartments.** The second critical path issue is the ability to design satisfactory access for the Lower Iron Horse Apartments. City Council had previously directed staff to investigate the possibility of providing an access road to the Iron Horse Apartments around the proposed substation. Staff has been working with Oak Financial, the majority owner of the apartments to an acceptable access and other mitigation in exchange for an access easement. While we were successful in resolving the access and entry way issues, the owners remained concerned about the electro-magnetic fields (EMFs) from the proposed substation. After considerable discussion and exploration, and with the June 20 deadline fast approaching, the City and the Owner have been unable to arrive at an acceptable mitigation package.

3. **Successful negotiation of mutually beneficial deal points between the City and one of the Bonanza Park area Developers.** Based upon Council direction that included a cash contribution by both parties in addition to the CDA. A set of draft deal points that include a proposed cost sharing arrangement and identification of funding sources was developed. Both parties have worked diligently to negotiate a mutually beneficial cost sharing agreement, but a number of the costs were still preliminary. This presents a significant risk to both parties in moving ahead with a cost sharing agreement.

After careful consideration it has become evident that the hurdles that need to be cleared in order for the substation to be moved cannot be resolved within a time frame that will allow Rocky Mountain Power to complete its upgrade by fall 2015. This deadline is necessary to meet local power needs.

Accordingly staff recommends that the substation remain in its current location. Staff further recommends that Council provide direction to proceed with the vertical expansion of the substation within its current footprint. Under this option the substation height will increase to approximately 60 feet. Staff considered a low profile option for the substation and believes containing the footprint and not spreading it across other city-owned land which would displace the Recycling Center is preferable. This will provide for more contiguous redevelopment options on the site.

Mark Fischer and Powdr Corporation are exploring with Rocky Mountain Power the potential of relocating in a low profile format the substation to the rear of The Yard. This is a private negotiation that would involve swapping land owned by Fischer West LLC for land on which some of the existing substation sits. This option would not require any type of compensation from the City for the move, other than whatever funding the Council would plan to contribute anyway to augment visual mitigation that will be done by Rocky Mountain Power. Staff would support this alternate location as it likely provides the best possible layout and redevelopment potential***. If these private negotiations are successful, would Council support a low profile station in this alternative location over a vertical substation in its existing location?***

RMP has indicated that it will file a Conditional Use Permit following Council action on June 20 to get the process moving forward and get the item on a future Planning Commission calendar. They have indicated that there is a six-week window during which they could consider this alternate site.

Department Review
This report has been reviewed by City Manager, Planning, Budget, Sustainability and Legal. All comments have been integrated into this report.

Recommendation
Staff recommends that the Council provide direction to proceed with the vertical expansion of the substation within its current footprint. Under this option the substation height will increase to approximately 60 feet. This recommendation is subject to public process and land use approvals as necessary from the Planning Commission.

While staff expects that the recycling center will be relocated to another site at some point in the future, as Bonanza Park redevelops, avoiding expansion onto the City-owned parcel where the recycling center is located will allow the City, County and Recycle Utah to determine the best location for the recycling center in the future.

Alternatives

A. **Modify the request.** Council may consider modifying the staff recommendation to consider other alignments.

   Modification A1: ***Low Profile Expansion onto Recycling Center land.*** Council may provide direction to Rocky Mountain Power to proceed with the expansion of the substation in a low profile format using city-owned land at the Recycle Center. This would require expansion onto the City-owned property where the recycling center is located. Input from Recycle Utah indicates they are appreciative of the fact that they are housed in building that the City owns and are willing to do whatever the City Council sees fit regarding relocating or not relocating. Staff does not recommend this option for three reasons:

1. The City, at its own cost, would need to remove the building and remediate the site if it has any mining legacy soils and give the land to Rocky Mountain Power for free.

2. This configuration of a substation within Bonanza Park would not be the best for facilitation of future redevelopment, as it would take what is already an awkwardly shaped parcel in what is nearly the center of Bonanza Park and make it even more difficult to redevelop around it.

3. While the recycling center will likely be relocated at some point in the future, staff would like to have time to develop alternatives to present to Council. These proposals could include relocation to other City or City/County owned property. Staff would also like time to evaluate the feasibility of co-locating the recycling center at a new site with future City/County facilities that could include Public Works storage and maintenance facilities.

Modification A2: Low profile at current site with expansion onto private property at the rear of The Yard. Rocky Mountain Power and private property owners are discussing whether a land swap could occur that would allow the substation to expand in a low profile format onto property behind The Yard. Council should provide direction to proceed with the vertical expansion of the substation at its current location, unless property owner(s) and Rocky Mountain Power can swap property and come to an agreement to expand the site to include both the current substation location and a portion of private property by July 30. This is a private transaction and does not include any land or financial consideration from the City. This option likely would allow for a more effective future development pattern within Bonanza Park.

B. Continue the item. Rocky Mountain Power will pursue a CUP for an expansion within the existing footprint, without any additional input or consideration of the aforementioned alternatives.

C. Do nothing. This would have the same effect as continuing the item.

June 20 Site Visit
The City Council will conduct a public site visit on June 20 from 2:30p – 3:00 p. Council will discuss the substation during its regular meeting that begins at 6:00p.

Site visit parking

Significant Impacts

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Unique and diverse businesses + Safe community that is walkable and bike-able + Balance between tourism and local quality of life	- Abundant preserved and publicly-accessible open space + Economically and environmentally feasible soil disposal +	+ Residents live and work locally + Cluster development while preserving open space + Physically and socially connected neighborhoods	+ Fiscally and legally sound + Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive	Neutral	Positive	Very Positive
Comments:				

Additional Considerations: In early July staff will discuss with Council possible tools that might be utilized to reduce the future visual impact of the upgraded transmission and distribution power lines that will run through Bonanza Park.

It is important to note that it will not be possible to create a Community Development Area (CDA) to fund the burying of the power lines. Without a guarantee of future development that would create incremental new taxes, there is no funding source for burying the power lines. Public funds cannot be used to underground the lines because the lines are not publicly owned. They are owned and maintained by Rocky Mountain Power not Park City Municipal Corporation.

Staff will present options for how undergrounding some of the power lines could be achieved, including the potential for area property owners to vote to tax themselves for burying the lines in their own neighborhood.

City Council
Staff Report

Subject: Western Summit County Water Project
Author: Clint McAffee
Department: Water
Date: June 20, 2013
Type of Item: Administrative

Summary Recommendations:
Staff recommends Council authorize the City Manager to execute the Western Summit County Project Master Agreement between Weber Basin Water Conservancy District, Park City Water Service District, Mountain Regional Water Special Service District, Summit Water Distribution Company, Snyderville Basin Water Reclamation District, Trilogy Limited, Leon H. Saunders, and Summit County, in a form approved by the City Attorney.

Topic/Description:
By way of background, PCMC's Water Strategic Plan which City Council approved includes the following list. The Water Strategic Plan addresses:

Financial Stability; Water Rights, Leases, and Agreements; Source; Water Quality; Water Conservation, and Infrastructure.

- Support cooperation of regional strategy for providing water to Park City and the Snyderville Basin.
- Support development of integrated management of City and Basin resources.
- Develop long-term wet water supplies for tunnel source redundancy.
- Support long term viability and improvement of East Canyon Creek and Silver Creek.
- Update user fees and impact fees annually to meet bond coverage, operational, and capital requirements.
- Financially contain all operating and capital plans before implementation.
- Meet or exceed all State and Federal Drinking Water Standards.
- Protect existing water sources.
- Maximize operational efficiency.

Background:
In early 2006 the U.S. Bureau of Reclamation (USBOR) completed the "Snyderville Basin Water Supply Study Special report", a comprehensive evaluation of water needs within the Snyderville Basin. Major conclusions of USBOR study were as follows:

WESTERN SUMMIT COUNTY PROJECT
MASTER AGREEMENT

THIS WESTERN SUMMIT COUNTY PROJECT MASTER AGREEMENT (this "Agreement"), is made and entered into by and among Weber Basin Water Conservancy District, a water conservancy district organized and existing pursuant to the provisions of §17B-2a-1001 *et seq*., Utah Code Annotated, 1953, as amended (**"Weber Basin"**), Park City Water Service District, a local district organized and existing pursuant to the provisions of §17A-2-1301 et seq., Utah Code Annotated, 1953, as amended (**"Park City Water"**), Mountain Regional Water Special Service District, a local district organized and existing pursuant to the provisions of §17D-1-101 et seq., Utah Code Annotated, 1953, as amended (**"Mountain Regional"**), Summit Water Distribution Company, a Utah nonprofit corporation (**"Summit Water"**), Snyderville Basin Water Reclamation District, a local district organized and existing pursuant to the provisions of §17B-2a-401 et seq., Utah Code Annotated, 1953, as amended (**"Snyderville Basin District"**), Trilogy Limited, LP, a Georgia limited partnership ("**Trilogy**"), Leon H. Saunders, an individual ("**Saunders**"), and **Summit County,** a county of the State of Utah. Weber Basin, Park City Water, Mountain Regional, Summit Water, Snyderville Basin District and Summit County are hereinafter sometimes referred to individually as a **"Party"** and collectively as the **"Parties."**

RECITALS

A. Weber Basin, in part under agreement with the United States Bureau of Reclamation, owns or administers certain water rights and operates an extensive water storage, treatment and distribution system commonly known as the "Weber Basin Project", by means of which Weber Basin Project water and water under other Weber Basin water rights are made available, by contract, to municipalities and other entities and persons within Weber Basin's boundaries, including water supplies developed by Weber Basin subsequent to construction of the original Weber Basin Project in part to supplement water supplies in Summit County, Utah.

B. Park City Water, as a public agency, owns and operates an approved water system to supply water within its service area in Park City, Utah.

C. Mountain Regional, as a public agency created by Summit County, owns and operates an approved water system to supply water within its service area in Summit County, Utah.

D. Summit Water, as a private water company, owns and operates an approved water system to supply water in Summit County, Utah.

E. Snyderville Basin District, as a public agency, owns and operates a wastewater collection and treatment system within its service area in Summit County, Utah.

F. Due to growth and complex hydrology in the area, water resources are limited and in high demand in the Snyderville Basin.

G. The Parties are concerned that the lack of integration of the current water systems in the Snyderville Basin results in relatively higher costs and an inability to balance water resources and needs over time in the area.

H. Additional capital is required in order to complete and operate partially completed infrastructure and to integrate the water systems in the Snyderville Basin in order to achieve efficiency, lower costs, and better access to dependable water resources.

I. The Parties are not regulated public utilities subject to the jurisdiction of the Utah Public Service Commission and therefore cannot achieve a guaranteed return on capital investments and operating costs through rates approved by said commission.

J. In order to achieve the benefits contemplated by this Agreement, the Parties desire to engage Weber Basin, and Weber Basin is willing, to make the capital investment necessary to construct the required infrastructure to do so and to operate the same; however, since Weber Basin does not have retail customers in the Snyderville Basin and its only source of revenue to pay said costs is from the sale of water to the other Parties, in order to ensure the long-term availability of predictable cash flow to pay said capital costs and operate said infrastructure it is necessary that the Parties agree that Weber Basin shall be the exclusive wholesaler of Raw Water in the Snyderville Basin as among the Parties.

K. Concurrently with the execution of this Agreement, Weber Basin has entered into a Purchase Agreement (the "**Purchase Agreement**") with Summit Water, Trilogy and Saunders, to purchase certain assets (the "**Acquired Assets**"), as that term is defined in the Purchase Agreement. A copy of the Purchase Agreement is attached hereto as Exhibit A.

L. Weber Basin intends to enter into a contract with the Davis & Weber Counties Canal Company, a Utah non-profit corporation ("**D&W**"), for the purchase of Five Thousand (5,000) acre-feet per year of water stored in East Canyon Reservoir (the "**New D&W Contract**"), which Weber Basin intends to use in the Snyderville Basin to the extent necessary to accomplish the purposes of this Agreement.

M. The Parties desire to enter into this Agreement in order to provide for: (i) Weber Basin's use of the other Parties' excess capacity in their respective Facilities; (ii) the design and construction of Facilities in the Snyderville Basin that may be used to supplement flows in McLeod and East Canyon Creeks to other Facilities in order to accommodate the delivery of water to wholesale customers in the Snyderville Basin; (iii) the wholesaling of Raw Water and Finished Water by Weber Basin to the other Parties through water sales contracts; (iv) the exchange and joint use of water sources and Facilities to deliver Raw Water and Finished Water to the Parties and enhance instream flows; and (v) funding of the foregoing; as also described on the map set forth on the attached Exhibit B, and as provided herein (collectively, the **"Western Summit County Project"**).

In consideration of the foregoing, the mutual representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

All capitalized words or expressions used in this Agreement (including the Schedules and Exhibits annexed thereto) shall have the meanings specified in this Article I (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Acquired Assets" has the meaning set forth in Recital K and Article I of the Purchase Agreement.

"Acquired Employees" has the meaning set forth in Section 7.11(a).

"AD&D" has the meaning set forth in Section 7.11(b)(2).

"Affiliate" means, when used with respect to any Person, (a) if such Person is a corporation, any officer or director thereof and any Person which is, directly or indirectly, beneficial owner (by itself or as part of any group) of more than five percent (5%) of any class of any voting security thereof, and, if such beneficial owner is a partnership, any general or limited partner thereof, or if such beneficial owner is a corporation, any Person controlling, controlled by or under common control with such beneficial owner, or any officer or director of such beneficial owner or of any corporation occupying any such control relationship, (b) if such Person is a partnership, any general or limited partner thereof and (c) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person. For purposes of this definition, (i) "control" (including the correlative terms "controlling", "controlled by" and "under common control with"), with respect to any Person, shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise, and (ii) all employees, officers, stockholders, consultants and agents of Summit Water shall be considered an Affiliate of Summit Water (none of which, however, shall be deemed Affiliates of Weber Basin).

"Agreement" means this Agreement (together with all Exhibits and Schedules hereto) as from time to time assigned, supplemented, modified, amended, or restated or as the terms hereof may be waived.

"Benefit Plan" means all "employee benefit plans", as that term is described in Section 3(3) of ERISA, including all deferred compensation, pension, profit sharing, retirement and savings plans, and all health and life insurance and other welfare plans maintained at or by Summit Water, or with respect to which Summit Water has made any payments or contributions for or on behalf of any Business Employee; and also includes any Fringe Benefits, any medical, dental, cafeteria, disability, death benefit or life insurance plan, and any nonqualified deferred compensation arrangements provided by Summit Water to or on behalf of Business Employees.

"Books and Records" means all books, records and other data relating to particular asset(s), including without limitation all production reports and records, equipment logs, operating guides and manuals, correspondence and other similar documents and records;

"Business Employees" has the meaning set forth in Section 7.11(a).

"Claim" means an action, suit, proceeding, hearing, investigation, litigation, charge, complaint, claim or demand.

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" has the meaning set forth in Section 4.1.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act.

"Contaminant" means any pollutant not naturally occurring, hazardous substance, radioactive substance, toxic substance, hazardous waste, medical waste, radioactive waste, special waste, petroleum or petroleum-derived substance or waste, asbestos, polychlorinated biphenyls, or any hazardous or toxic constituent thereof and includes any substance defined in or regulated under any Environmental Law.

"Contested Claim" has the meaning set forth in Section 11.4.

"D&W" has the meaning set forth in Recital L.

"D&W Water" has the meaning set forth in Section 3.4(c).

"Demand" has the meaning set forth in Section 2.1(a)(3).

"Disclosures" has the meaning set forth in Section 5.3.

"East Canyon Water Treatment Plant" means the water treatment plant located on East Canyon Creek at Jeremy Ranch in Summit County, Utah, and its related infrastructure and appurtenances, which are part of the Acquired Assets under the Purchase Agreement, and which have an existing capacity as of the Closing Date of 5.5 million gallons per day.

"Environmental Laws" means all federal, state, and local Laws, statutes, codes, ordinances, rules, regulations, permits, or orders relating to or addressing the environment, health or safety, which shall include, but not be limited to, the use, handling, treatment, storage or disposal of any Contaminant, or workplace or worker safety and health.

"Environmental Liabilities and Costs" means any and all liabilities, regardless of when made or asserted or imposed or asserted to be imposed by operation of law, for all environmental, ecological, health, safety, liability (except as specifically assumed herein) or personal injury, property damage or natural resource damage claims pertaining to the Purchased Assets or any other assets, operations or business of a Party relating to or arising from time periods or events occurring on or prior to the Closing Date, including (i) any uses of or occurrences on any real property currently or previously owned, operated or leased by a Party, whether or not such uses and occurrences were in compliance with then applicable Environmental Laws, (ii) the presence of any Contaminant or any Release or the threat of

Release of any Contaminant on, at or from any real property currently or previously owned, operated or leased by a Party, (iii) the storage, handling, treatment or disposal of any Contaminant transported from any real property currently or previously owned, operated or leased by a Party, whether or not such transportation, storage, handling, treatment or disposal was in compliance with then applicable Environmental Laws, (iv) human exposure to any Contaminant, (v) non-compliance with any Environmental Laws or permits required under Environmental Laws, (vi) any Remedial Action, and (vii) any reasonable fees and expenses of any environmental engineers and attorneys incurred by a Party in connection with any Environmental Liabilities and Costs or the investigation thereof.

"ERISA" means the Employee Retirement Income Security Act of 1974, and any similar or successor federal statute, and the rules, regulations and interpretations thereunder, all as the same shall be in effect from time to time.

"Excess Capacity" has the meaning set forth in Section 2.1(a)(1).

"Facilities" means water treatment plants, pipelines, pump stations, storage facilities, wells, springs, water supply systems, infrastructure, rights of way, fixtures, appurtenances and other real, personal and mixed property comprising a part of the Western Summit County Project, including, but not limited to, the Mountain Regional Facilities, the Park City Water Facilities, the Summit Water Facilities and the Snyderville Basin District Facilities.

"Finished Water" means municipal and industrial water treated for culinary use.

"Formation Documents" means the Certificate/Articles of Incorporation and Bylaws of a corporation, the Certificate of Formation/Articles of Organization and Operating Agreement of a limited liability company and the decree(s), ordinance(s) or other organization document(s) creating a Governmental Entity, each as amended.

"Fringe Benefits" means all stock options, severance benefits, bonus, and all other contracts, programs, or arrangements that currently provide benefits to Business Employees, including but not limited to the following: employment contracts and salary continuation agreements (including severance pay and parachute payments as defined in section 280G of the Internal Revenue Code of 1986, the regulations thereunder, published Internal Revenue Service rulings and court decisions in respect of any thereof, all as the same shall be in effect from time to time); bonus, profit-sharing or other incentive arrangements; non-cash compensation, prizes and awards; educational assistance, scholarships (for students and others) and tuition reimbursement; prepaid legal plans; moving expenses (for new hires, separations, transfers or others); vacation, paid time off, holiday pay, sick leave or compensation time; outplacement benefits and assistance; auto use, parking, bus passes and other commuting expenses; meals and subsidized cafeterias; uniforms and uniform allowances; employee assistance and wellness programs, physical exams, blood assurance programs, employee health service and sick child care; psychological, substance abuse, financial and other counseling, social services and other free services and discounts (including but not limited to pharmacy discounts); athletic facilities, gyms, club dues and memberships, employee clubs and social functions, discount theater and sports tickets, purchasing clubs, credit unions, housing assistance and home or other loans or advances; non-employee travel and entertainment reimbursement; professional memberships, dues and publications; safety programs, including but not limited to any worker injury plan or program adopted as a nonsubscriber under any workers' compensation act; split-dollar and other employer-provided life or other insurance; and unwritten perquisites of employment.

"Future Facilities" has the meaning set forth in Section 2.9.

"Future Interconnections" has the meaning set forth in Section 2.7.

"Governmental Entity" means any local, municipal, state or federal governmental, quasi-governmental or regulatory body or agency.

"Highway 224 System" means Summit Water's pipeline from the East Canyon Water Treatment Plant to White Pine Road in Park City, Summit County, Utah, together with all related storage facilities, pump station(s), pipeline(s) and other infrastructure and appurtenances, the right to use up to Fifty Percent (50%) of the capacity of which Weber Basin will have an option to purchase pursuant to the Purchase Agreement, and which has a flow rate capacity at Closing of 6,000 gallons per minute from the East Canyon Water Treatment Plant to Ranch Place Pump Station and 4,000 gallons per minute from the Ranch Place Pump Station to White Pine Road.

"Highway 224 System OM&R Expenses" has the meaning set forth in Section 3.3.

"Highway 40 System" means Summit Water's pipeline from the East Canyon Water Treatment Plant to Quinn's Junction, as more particularly described on the attached Exhibit C, together with all related storage facilities, pump station(s), pipeline(s) and other infrastructure and appurtenances, the right to use up to Fifty Percent (50%) of the capacity of which is to be acquired by Weber Basin pursuant to the Purchase Agreement, and which has a flow rate capacity at Closing of 6,000 gallons per minute from the East Canyon Water Treatment Plant to the Trail Side Pump Station, 600 gallons per minute from the Trail Side Pump Station to the Section 27 Reservoir and 4,500 gallons per minute from the Section 27 Reservoir to Quinn's Junction.

"Highway 40 System OM&R Expenses" has the meaning set forth in Section 3.3.

"Indebtedness" means all obligations, contingent or otherwise, whether current or long-term, which in accordance with United States generally accepted accounting principles would be classified upon the obligor's balance sheet as liabilities (other than deferred taxes) and shall also include capitalized leases, guaranties, endorsements or other arrangements under which responsibility is assumed for the obligations of others, including any agreement to purchase or otherwise to acquire the obligations of others or any agreement, contingent or otherwise, to furnish funds for the purchase of goods, supplies or services for others.

"Indemnification Trigger Amount" has the meaning set forth in Section 11.2.

"Indemnified Parties" has the meaning set forth in Section 11.2 and 11.4.

"Indemnifying Party" has the meaning set forth in Section 11.2 and 11.4.

"Initial Interconnection" has the meaning set forth in Section 2.7.

"Intellectual Property Rights" means all patents (including design patents, industrial designs and utility models) and patent applications (including docketed patent disclosures awaiting filing, reissues, divisions, continuations-in-part and extensions), patent disclosures awaiting filing determination, inventions and improvements thereto; trademarks, service marks, trade names, trade dress, logos, business and product names, slogans, and registrations and applications for registration thereof; copyrights (including software) and registrations thereof; all inventions, processes, designs, formulae, trade secrets, know-how, industrial models, confidential and technical information, manufacturing, engineering and technical drawings, product specifications, confidential business information and customer lists; all copies and tangible embodiments thereof (in whatever form or medium, including electronic media).

"Laws" has the meaning set forth in Section 5.11(b).

"Lien" means, with respect to any asset, any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien, charge, restriction, adverse claim by a third party, judgment, mechanic's lien, tax lien or warrant, title defect or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, any assignment or other conveyance of any right to receive income and any assignment of receivables with recourse against assignor), any filing of any financing statement as debtor under the Uniform Commercial Code or comparable Law of any jurisdiction and any agreement to give or make any of the foregoing.

"Losses" means and encompasses all uninsured losses, damages, diminution in value, costs and expenses (all such costs and expenses shall be reasonable) of any kind and nature whatsoever including interest and penalties, expenses of investigation and court costs, attorneys' fees and disbursements and the reasonable fees and disbursements of other professionals incurred in the investigation or defense of any Claim or in asserting any Claim.

"Material Adverse Effect" means an occurrence or event which has had or is reasonably likely to have a material adverse impact or effect on:

(a) the operations, business, assets, liabilities, prospects or condition (financial or otherwise) of a Party; or

(b) the ability of a Party to perform its obligations under any of the Transaction Documents, or the validity or enforceability of any of the Transaction Documents or the rights and remedies of a Party under any of the Transaction Documents.

"Mountain Regional Facilities" has the meaning set forth in Section 2.2(b).

"Necessary Permits" has the meaning set forth in Section 5.11.

"New D&W Contract" has the meaning set forth in Recital L.

"Non-Relinquishing Party" has the meaning set forth in Section 3.4(c).

"Park City Water Facilities" has the meaning set forth in Section 2.2(a).

"Pension Plan" means an "employee pension benefit plan" as defined in Section 3(2) of ERISA.

"Permits" means all licenses, permits, franchises, approvals, registrations, authorizations, approvals, consents or orders of, or filings with, any Governmental Entity or industrial bodies held or used in connection with particular asset(s) or necessary for the present conduct of, or relating to, the operation of a Party's operations or business.

"Permitted Liens" means Liens for current Taxes not yet due and payable or of Taxes the validity of which is contested in good faith by appropriate proceedings; provided, however, that any such Liens or any foreclosure based thereon do not and would not materially interfere with the current use of the Acquired Assets or have a Material Adverse Effect on Weber Basin.

"Person" means any individual, firm, partnership, association, trust, corporation, joint venture, unincorporated organization, limited liability company, Governmental Entity or other entity.

"Purchase Agreement" has the meaning set forth in Recital K.

"Raw Water" means municipal and industrial water not treated for culinary use.

"Reallocated D&W Water" has the meaning set forth in Section 3.4(c).

"Regionalization Fees" has the meaning set forth in Section 3.1.

"Release" means the release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migrating into the indoor or outdoor environment of any Contaminant through, in, into or from the air, soil, surface water, groundwater or any property; provided, however, that "Release" shall not include Park City's release or discharge, whether past, present, or future, of water from Judge Tunnel, Spiro Tunnel, and Prospector Drain only for purposes of Park City Water's warranties in Section 5.13.

"Relinquishing Party" has the meaning set forth in Section 3.4(c).

"Relinquished D&W Water" has the meaning set forth in Section 3.4(c).

"Remedial Action" means actions required to (i) clean up, remove, treat or in any other way address Contaminants in the indoor or outdoor environment; (ii) prevent the Release or threat of Release or minimize the further Release or threat of Release of Contaminants; or (iii) investigate and determine if a remedial response is needed, design such a response and perform post-response investigation, monitoring, operation, maintenance and care.

"Retained Liabilities" has the meaning set forth in Section 7.4.

"Settlement Agreement" has the meaning set forth in Section 2.7.

"Statement of Claim" has the meaning set forth in Section 11.5.

"Summit Water Facilities" has the meaning set forth in Section 2.2(c).

"Surplus Water" has the meaning set forth in Section 2.1(a)(2).

"Survival Date" has the meaning set forth in Section 11.1.

"Tax" means any tax, including federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, customs, duties, capital stock, franchise, licensing, profits, withholding, social security, unemployment, real property, personal property, sales, use, transfer, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Case" has the meaning set forth in Section 7.8.

"Tax Return" means any return, declaration, report, claim for refund, information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof.

"Transaction Documents" means this Agreement and each other certificate, document, instrument or agreement executed in connection herewith or therewith.

"Transfer Taxes" has the meaning set forth in Section 7.6.

"Updated Demand Schedule" has the meaning set forth in Section 2.1(b)(3).

"Updated Excess Capacity Schedule" has the meaning set forth in Section 2.1(b)(1).

"Updated Surplus Water Schedule" has the meaning set forth in Section 2.1(b)(2).

"Weber Basin's Capital Costs" has the meaning set forth in Section 3.5(b)(2).

"OM&R Expenses" means all operation, repair, treatment, pumping, replacement and maintenance expenses incurred by a Party in connection with the Western Summit County Project or a particular component thereof.

"Welfare Plan" means an "employee welfare plan" as defined in Section 3(1) of ERISA.

“Western Summit County Project” has the meaning set forth in Recital L.

ARTICLE II
WATER SUPPLY AND DEMAND

2.1 Projections.

(a) Park City Water, Mountain Regional and Summit Water have each projected the following for each of the ten (10) years following the Closing, as set forth in the tables attached hereto as Exhibit D:

(1) its anticipated unused capacity of all of its Facilities for both Raw Water and Finished Water (**“Excess Capacity”**);

(2) its Raw Water and Finished Water supplies that it does not anticipate using (**“Surplus Water”**) (together with the point of delivery of such Surplus Water and the dollar amount per acre-foot that it will charge for such Raw Water and Finished Water comprising its Surplus Water); and

(3) its anticipated Raw Water and Finished Water delivery needs (including annual volumes and peak day demands) (**“Demand”**) (together with its anticipated capacity needs to receive such water and the desired point of delivery of such water).

(b) On or before January 1 of each year after the Closing, Park City Water, Mountain Regional and Summit Water shall each provide to Weber Basin, and Weber Basin shall make available to each other Party, a rolling updated and supplemented schedule projecting for each of the next succeeding ten (10) years:

(1) its anticipated Excess Capacity (its **“Updated Excess Capacity Schedule”**);

(2) its anticipated Surplus Water (including the point of delivery of such Surplus Water and the dollar amount per acre-foot that it will charge for such Raw Water and Finished Water comprising its Surplus Water) (its **“Updated Surplus Water Schedule”**); and

(3) its anticipated Demand (including annual volumes and peak day demands and its anticipated capacity needs and desired point of delivery of such water) (its “**Updated Demand Schedule**”).

2.2 Use of Facilities. During each year after the Closing until their respective Excess Capacity is fully used:

(a) Weber Basin shall have the right to use the Excess Capacity of Park City Water’s Facilities, as more particularly described on Schedule 2.2(a) hereto (the “**Park City Water Facilities**”), as set forth on Park City Water’s Updated Excess Capacity Schedule for the five (5) year period beginning on January 1 of such year;

(b) Weber Basin shall have the right to use the Excess Capacity of Mountain Regional's Facilities, as more particularly described on Schedule 2.2(b) hereto (collectively, the "**Mountain Regional Facilities**"), as set forth on Mountain Regional's Updated Excess Capacity Schedule for the five (5) year period beginning on January 1 of such year; and

(c) Weber Basin shall have the right to use the Excess Capacity of Summit Water's Facilities which are not part of the Acquired Assets purchased by Weber Basin pursuant to the Purchase Agreement, as more particularly described on Schedule 2.2(c) hereto (the "**Summit Water Facilities**"), as set forth on Summit Water's Updated Excess Capacity Schedule for the five (5) year period beginning on January 1 of such year.

2.3 Wheeling Charge. Park City Water, Mountain Regional and Summit Water shall each pay to Weber Basin a wheeling charge in an amount equal to the reasonable OM&R Expenses of any other Party whose Excess Capacity is used to wheel or carry Raw Water or Finished Water (as the case may be) to such Party. Weber Basin shall pay a wheeling charge to Park City Water, Mountain Regional and/or Summit Water in an amount equal to such Party's reasonable OM&R Expenses for such Raw Water or Finished Water (as the case may be) as is actually wheeled or carried to one or more of the other Parties through the use of such Party's Excess Capacity. Notwithstanding the foregoing, however, the amount of any Party's reasonable OM&R to be so paid by or to Weber Basin shall not exceed One Hundred Dollars ($100) per acre-foot of water so wheeled or carried unless the reasonable OM&R Expenses of the Party whose Excess Capacity is used exceed One Hundred Dollars ($100) per acre-foot as a result of its pumping expenses. Said maximum wheeling charge shall be adjusted on January 1 of each year based on the Consumer Price Index for All Urban Consumers (CPI-U), Western Region, published by the United States Bureau of Labor Statistics (or other similar index) during December of the previous year, with that published in December 2012 as the base. Weber Basin shall account for such wheeling charges annually and each Party shall pay or be paid the net amount it owes or is owed within thirty (30) days after receipt of such accounting.

2.4 Surplus Water. Weber Basin shall have the right to use, wheel and comingle all Surplus Water of Park City Water, Mountain Regional and Summit Water as set forth on their respective Updated Surplus Water Schedules for the five (5) year period beginning on January 1 of the then current year, in order to allow Weber Basin to operate the Western Summit County Project in such manner as Weber Basin deems necessary and proper. Weber Basin shall determine in its sole discretion which Party's Surplus Water to deliver to any other Party. Weber Basin shall credit each Party whose Surplus Water is delivered to another Party at the rate(s) applicable to the water that Weber Basin determines to deliver to such other Party as set forth in the Parties' most recent Updated Surplus Water Schedules. Weber Basin shall charge each Party to whom is delivered Surplus Water of any other Party at the rate(s) applicable to the water that Weber Basin determines to deliver to such receiving Party as set forth in the Parties' most recent Updated Surplus Water Schedules. Weber Basin shall account for such credits and charges quarterly and each Party shall pay or be paid the net amount it owes or is owed within thirty (30) days after receipt of such accounting.

2.5 Exchanges and Combined Water Use. In order to efficiently use water system infrastructure, water sources and water supplies, and subject to payment for Surplus Water as provided in Section 2.4 above, the Parties will exchange, comingle, and jointly use water sources and Facilities at Weber Basin's direction to deliver Raw Water and Finished Water to the Parties and enhance instream flows, including but not limited to exchanges between Park City's Spiro and Judge Tunnel water sources with Mountain Regional's and Park City Water's respective Lost Canyon Raw Water systems. The Parties acknowledge that the state engineer has appointed a special deputy river commissioner for the Snyderville Basin to measure and administer flows in priority and to shepherd tributary and developed water to water users lawfully entitled to its beneficial use to satisfy the purposes of the Western Summit County Project, including without limitation, shepherding flows from Spiro Tunnel that are tributary to the Weber River by court decree or otherwise required to be released for use by downstream water users pursuant to agreement.

2.6 Contractual Allocations. Park City Water, Mountain Regional and Summit County shall honor the allocation of water as among themselves as set forth in: (a) that certain Agreement Between Mountain Regional Water Special Service District, Park City Water Service District and Summit County Regarding Implemention of the Summit County Project dated March 1, 2007, as amended by First Amendment to Agreement between Mountain Regional Water Special Service District, Park City Water Service District and Summit County Regarding Implementation of the Summit County Project dated August 8, 2012, copies of which are attached hereto as Exhibit E; (b) that certain Water Supply Agreement by and among Weber Basin Water Conservancy District, Park City Water Service District, and Mountain Regional Water Special Service District for the Snyderville Basin Water Project dated May 13, 2004, as amended by First Amendment to Water Supply Agreement by and among Weber Basin Water Conservancy District, Park City Water Service District, and Mountain Regional Water Special Service District for the Snyderville Basin Water Project dated November 15, 2007, Second Amendment to Water Supply Agreement by and among Weber Basin Water Conservancy District, Park City Water Service District, and Mountain Regional Water Special Service District for the Snyderville Basin Water Project dated February 25, 2010, and Third Amendment to Water Supply Agreement by and among Weber Basin Water Conservancy District, Park City Water Service District, and Mountain Regional Water Special Service District for the Snyderville Basin Water Project dated June 20, 2012, copies of which are attached hereto as Exhibit F; (c) that certain Contract between the United States of America, Weber Basin Water Conservancy District and Park City Water Service District for the Sale of the Use of Untreated Water dated November 15, 2007, as amended by First Amendment to Contract between the United States of America, Weber Basin Water Conservancy District and Park City Water Service District for the Sale of the Use of Untreated Water dated August 18, 2010, copies of which are attached hereto as Exhibit G; and (d) that certain Contract between the United States of America, Weber Basin Water Conservancy District and Mountain Regional Water Special Service District for the Sale of the Use of Untreated Water dated November 15, 2007, as amended by Amendment to Contract between the United States of America, Weber Basin Water Conservancy District and Mountain Regional Water Special Service District for the Sale of the Use of Untreated Water dated January 20, 2010 and May 18, 2010, copies of which are attached hereto as Exhibit H. Notwithstanding the foregoing, however, to the extent the terms of any of the above-referenced agreements are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

2.7 Interconnections. Weber Basin shall design and construct an interconnection among Mountain Regional's, Park City Water's and Summit Water's water systems and such other Facilities as Weber Basin may determine to be necessary at a point between the Utah Department of Transportation facility on Highway 40 and Quinn's Junction, as determined by Weber Basin, to provide for wheeling of water and service among systems as contemplated by this Agreement (the "**Initial Interconnection**"). Upon mutual agreement of Weber Basin and one or more other Parties, Weber Basin shall design and construct interconnection(s) among Mountain Regional's, Park City Water's and Summit Water's water systems at other locations determined by said agreeing Parties to provide for redundancy, emergencies, wheeling of water and service between systems, together with such other Facilities as Weber Basin may determine to be necessary ("**Future Interconnections**"). Weber Basin shall own, operate and control the Initial Interconnection and all Future Interconnections and related Facilities. Mountain Regional, Park City Water and Summit Water shall each reimburse Weber Basin one-third (1/3) of Weber Basin's legal costs, easement acquisition costs, environmental costs, engineering and design costs, construction costs, temporary financing, debt service costs (including interest), trustee and rating agency fees and other costs of issuance relating to the Initial Interconnection. The Party(ies) agreeing to all Future Interconnections shall reimburse Weber Basin for all legal costs, easement acquisition costs, environmental costs, engineering and design costs, construction costs, temporary financing, debt service costs (including interest), trustee and rating agency fees and other costs of issuance relating to such Future Interconnections. All of Weber Basin's OM&R Expenses relating to the Initial Interconnection and all Future Interconnections shall be reimbursed to Weber Basin by Mountain Regional, Park City Water and Summit Water, each in an amount proportional to the capacity that will be available to such Party(ies) as a result of such interconnections until water is delivered to any one or more of them, and thereafter in proportion to the quantity of water that is delivered to each of them. All such reimbursements shall be made within thirty (30) days after receiving Weber Basin's invoice(s) therefor. Mountain Regional, Park City Water and Summit Water shall grant to Weber Basin, free of charge, such easements on, through or under property owned by those entities as Weber Basin determines to be necessary to allow it to construct, operate, maintain and repair the Initial Interconnection and all Future Interconnections. The provisions of this Section 2.7 shall in no way impair or supersede the Settlement Agreement among Summit Water, Mountain Regional and Summit County dated November 9, 2011, a copy of which is attached hereto as Exhibit I (the "**Settlement Agreement**") as it relates to interconnections between Mountain Regional and Summit Water as set forth therein.

2.8 Stream Flows. The Parties anticipate that future regionalization operations and projects will provide greater stream flows in East Canyon Creek than those that currently exist. Weber Basin and Snyderville Basin District agree to work cooperatively with each other to establish reasonable minimum stream flows in East Canyon Creek. These cooperative efforts will include, but are not limited to: (1) establishing a minimum flow rate goal of between two (2) and three (3) cfs for East Canyon Creek during critical times of the year, including after Weber Basin begins to operate the East Canyon Water Treatment Plant; (2) establishing a minimum flow rate below which Weber Basin will not divert water from East Canyon Creek above East Canyon Reservoir; (3) establishing a minimum flow rate goal for East Canyon Creek that is protected as an instream flow right during critical times of the year; (4) Weber Basin and Snyderville Basin District working together to assist the State Engineer in enforcing water rights in the Snyderville Basin area; and (5) Weber Basin reviewing all existing contracts, settlement agreements and similar instruments that may impact stream flows (without, however, agreeing to be bound by any such agreements or instruments). After these items are fully studied by Weber

Basin and Snyderville Basin District with input from the Utah Division of Water Quality and Utah Division of Wildlife Resources, and reasonable minimum stream flows in East Canyon Creek are agreed to by Weber Basin and Snyderville Basin District, Snyderville Basin District shall pay as a one-time fee the sum of One Hundred Seventy-Five Thousand Dollars ($175,000) toward the Western Summit County Project, in addition to the payment required by Section 3.1(d) below.

2.9 Future Facilities. Using the Updated Excess Capacity Schedules, Updated Surplus Water Schedules and Updated Demand Schedules, Weber Basin shall determine in its sole discretion the need for future physical facilities, rights of way, permits and other requirements in order to supply water to the other Parties, and as needed and subject to such governmental approvals as shall be necessary to do so, shall design and construct such facilities ("**Future Facilities**"), which may include, without limitation, expansion of the East Canyon Water Treatment Plant, improvements to the Highway 40 System and/or Highway 224 System, Facilities to supplement stream flows in McLeod and East Canyon Creeks to other Facilities, and/or other Facilities determined by Weber Basin to be necessary in order to accommodate the delivery of water to the other Parties and to wholesale customers in the Snyderville Basin. Weber Basin shall evaluate the various alternatives based on factors that shall include, without limitation, the cost-effectiveness of such alternatives, and shall design and construct such Future Facilities, and at such time, as Weber Basin determines in its sole discretion will provide the greatest benefit to the Parties and their customers. If any Future Facilities are proposed to be built on land in the Snyderville Basin which is owned by any other Party, such Party shall have the right to agree whether or not such Future Facilities may be located on that land. Park City Water, Mountain Regional and Summit Water each agrees to grant to Weber Basin such easements on, through or under property owned by those entities as Weber Basin determines to be necessary to allow it to construct such Future Facilities, and to sell to Weber Basin for the fair market value thereof any other property that Weber Basin determines to be necessary in order to construct and operate the Western Summit County Project. The granting of any such easements shall be free of charge to Weber Basin except to the extent of any costs incurred by any Party in connection therewith, which costs shall be included in and repaid as a part of Weber Basin's Capital Costs as provided in Section 3.5(b)(2) below. The Parties shall share in any increased capacity resulting from improvements to the Highway 40 System and/or the Highway 224 System based on their respective contributions toward the cost of such improvements.

2.10 Exclusive Control of Raw Water. It is the Parties' intent, and each Party hereby agrees, that Weber Basin shall have sole and exclusive control of all of the Parties' Raw Water in order to allow Weber Basin to operate the Western Summit County Project as it deems appropriate. The provisions of this Section 2.10 shall not apply to Raw Water subject to existing Raw Water contracts of the Parties as of the effective date hereof, nor shall it apply to Raw Water subject to the Settlement Agreement; provided, however, that such existing contracts and the Settlement Agreement may not be amended after the effective date hereof in a manner inconsistent with this Section 2.10.

ARTICLE III
REGIONALIZATION FEES, WATER SALES CONTRACTS

3.1 Regionalization Fees. On or before January 1 of each and every year, commencing with the year 2020 through and including the year 2039:

(a) Park City Water agrees to pay to Weber Basin the sum of Two Hundred Thousand Dollars ($200,000);

(b) Mountain Regional agrees to pay to Weber Basin the sum of Two Hundred Thousand Dollars ($200,000);

(c) Summit Water agrees to pay to Weber Basin the sum of Five Hundred Thousand Dollars ($500,000); and

(d) Snyderville Basin District agrees to pay to Weber Basin the sum of Fifty Thousand Dollars ($50,000)

(the "**Regionalization Fees**").

3.2 Right to Capacity. Park City Water, Mountain Regional and Summit Water shall have the right to share in the existing capacity in the East Canyon Water Treatment Plant as of the Closing Date and in Weber Basin's capacity in the Highway 40 System up to the proportions set forth on Exhibit J. Until said capacity of Park City Water, Mountain Regional and/or Summit Water in the East Canyon Water Treatment Plant is fully contracted for pursuant to water sales contract(s) pursuant to Section 3.4(a) below, Weber Basin may use any portion of said Parties' unused capacity in the East Canyon Water Treatment Plant for the benefit of any other Party.

3.3 Operation of Highway 40 System and Highway 224 System. Following the Closing, Summit Water shall operate, maintain, repair and replace the Highway 40 System at its sole cost and expense, and Weber Basin shall collect from the Parties to this Agreement and shall reimburse Summit Water for Summit Water's reasonable actual out-of-pocket expenses for the use of that portion of the Highway 40 System actually utilized by Weber Basin in transporting water to the Parties, in an amount proportionate to the quantity of such water actually transported by Weber Basin to the Parties (the "**Highway 40 System OM&R Expenses**"). In the event Weber Basin acquires capacity in the Highway 224 System as provided in the Purchase Agreement, Summit Water shall operate, maintain, repair and replace the Highway 224 System at its sole cost and expense, and Weber Basin shall collect from the Parties to this Agreement and shall reimburse Summit Water for Summit Water's reasonable actual out-of-pocket expenses for the use of that portion of the Highway 224 System actually utilized by Weber Basin in transporting water to the Parties, in an amount proportionate to the quantity of such water actually transported by Weber Basin to the Parties (the "**Highway 224 System OM&R Expenses**"). Summit Water shall account for and maintain accurate records of the Highway 40 System OM&R Expenses and Highway 224 OM&R Expenses, which records shall be available for inspection by Weber Basin at any reasonable time during normal business hours, and shall notify Weber Basin of the amount of the Highway 40 System OM&R Expenses and the Highway 224 OM&R Expenses from time to time. Weber Basin shall pay the same within sixty (60) days after receiving such notification.

3.4 Reimbursement of Expenses.

(a) Commencing with the Closing Date, Park City Water, Mountain Regional and Summit Water shall each reimburse to Weber Basin an amount equal to Weber Basin's OM&R Expenses relating to the East Canyon Water Treatment Plant multiplied by the percentage set forth opposite its name on Exhibit J. At such time as the East Canyon Water Treatment Plant begins to operate and any one or more of said Parties shall have entered into a water sales contract with Weber Basin for the use of water from the East Canyon Water Treatment Plant, the Parties' reimbursement obligations under this Section 3.4(a) shall terminate and all of Weber Basin's OM&R Expenses relating to the East Canyon Water Treatment Plant shall instead be paid pursuant to the terms of said water sales contract(s).

(b) Commencing with the Closing Date, Park City Water, Mountain Regional and Summit Water shall each reimburse Weber Basin for the amount of Highway 40 System OM&R Expenses paid by Weber Basin to Summit Water as provided in Section 3.3 above. In the event Weber Basin acquires capacity in the Highway 224 System as provided in the Purchase Agreement, Park City Water, Mountain Regional and Summit Water shall each reimburse Weber Basin for the amount of Highway 224 System OM&R Expenses paid by Weber Basin to Summit Water as provided in Section 3.3 above.

(c) Commencing on January 1, 2020, and continuing thereafter, Park City Water, Mountain Regional and Summit Water shall each reimburse to Weber Basin an amount equal to all reservation fees, charges and assessments payable by Weber Basin to D&W under the New D&W Contract (as adjusted by any price index or deflator set forth in the New D&W Contract) multiplied by the percentage set forth opposite its name on Exhibit J. At such time as any such Party enters into a water sales contract with Weber Basin for the use of water available to Weber Basin under the New D&W Contract (**"D&W Water"**), such Party's reimbursement obligation under this Section 3.4(c) shall be reduced to the same extent that said fees, charges and assessments paid by Weber Basin to D&W are reduced, and all charges for the D&W Water which is the subject of each such water sales contract shall instead be paid pursuant to the terms of such water sales contract. If, at any time after Closing, Park City Water, Mountain Regional and/or Summit Water (a **"Relinquishing Party"**) shall desire to relinquish any future interest in the D&W Water (**"Relinquished D&W Water"**), such Relinquishing Party shall notify Weber Basin of such relinquishment and no longer be obligated to reimburse Weber Basin for said reservation fees, charges and assessments as provided in this Section 3.4(c). Upon receipt of such notice, Weber Basin shall notify the other two Parties of such relinquishment, each of which (a **"Non-Relinquishing Party"**) shall have the right to a percentage of the Relinquished D&W Water, in the same proportion as its then share in the D&W Water (as set forth on Exhibit J, or as modified pursuant to this Section 3.4(c)) bears to the total of the then shares of both Non-Relinquishing Parties (as set forth on said Exhibit J, so modified) (the **"Reallocated Percentage"**), by paying to Weber Basin all future reservation fees, charges and assessments (as adjusted) relating to the Relinquished D&W Water multiplied by the Reallocated Percentage and reimbursing the Relinquishing Party for all reservation fees, charges and assessments theretofore paid by the Relinquishing Party to Weber Basin multiplied by the Reallocated Percentage. If either Non-Relinquishing Party elects not to receive its share of the Relinquished D&W Water, Weber Basin may thereafter use such share or the Relinquished D&W Water in any manner or place that Weber Basin sees fit. Further, any D&W Water that has not been contracted for pursuant to a water sales contract with Weber Basin on or before December 31, 2043, may thereafter be used by Weber Basin in any manner or place that Weber Basin sees fit.

(d) Each Party shall pay to Weber Basin the reimbursements required by this Section 3.4 within thirty (30) days after receiving Weber Basin's invoice therefor.

3.5 Water Sales Contracts. Park City Water, Mountain Regional and Summit Water shall each enter into a water sales contract with Weber Basin at Closing if any Demand is shown on such Party's schedule set forth in Exhibit D or at such later time as any Demand is shown on its Updated Demand Schedule. Such water sales contracts shall, *inter alia*:

(a) until Weber Basin determines that it is necessary to construct Future Facilities as provided in Section 2.9, provide for the credits and charges for Surplus Water required by Section 2.4 above, and for payment of an administrative fee to Weber Basin for its services in wheeling such Surplus Water to said Parties;

(b) at such time as Weber Basin determines that it is necessary to construct Future Facilities as provided in Section 2.9, provide for:

(1) such Party's purchase from Weber Basin of the use of the amount of Raw Water and Finished Water set forth on such Party's most recent Updated Demand Schedule submitted to Weber Basin pursuant to Section 2.1 above for the five (5) year period beginning on January 1 of the next year (without regard to whether or not such Party actually takes or uses such water) at Weber Basin's then applicable rates, and require that, on or before January 1 of each year after the first year of such water sales contract, that such Party shall update its water sales contract to provide for the purchase from Weber Basin of the use of the amount of water set forth on its Updated Demand Schedule for the five (5) year period beginning on January 1 of such year (without regard to whether or not such Party actually takes or uses such water) at Weber Basin's then applicable rates;

(2) the recoupment by Weber Basin of all costs and expenses incurred by Weber Basin in the acquisition, development and construction of all Future Facilities, including, but not limited to, legal costs, easement acquisition costs, environmental costs, engineering and design costs, construction costs, temporary financing, debt service costs (including interest), trustee and rating agency fees and other costs of issuance (and including, without limitation, all such costs and expenses incurred by Weber Basin prior to the Closing Date and those incurred on or after the Closing Date and prior to the effective date of said water sales contracts and any updates thereto, other than interest that accrues on any indebtedness prior to January 1, 2020), (collectively, "**Weber Basin's Capital Costs**"), pursuant to rates set forth in said water sales contracts, as adjusted by Weber Basin's Board of Trustees from time to time, from the Closing Date and amortized over a period ending not later than the date on which Weber Basin's financing for the Western Summit County Project shall be paid in full; and

(3) payment of all of Weber Basin's OM&R Expenses relating to the Western Summit County Project pursuant to rates as determined by Weber Basin's board of trustees from time to time;

(c) include in the payments due to Weber Basin any payment required to be made by Weber Basin to D&W for water which is converted for delivery and use pursuant to the New D&W Contract;

(d) provide that if the amount of water set forth on a Party's Updated Demand Schedule for any particular year is less than that set forth on such Party's Demand schedule attached hereto as Exhibit D or such Party's Updated Demand Schedule for any prior year, as the case may be, the higher amount of water shall be wheeled or purchased;

(e) specify metered points of delivery of the subject water;

(f) require that all water subject to such water sales contracts to be used only in the Weber River basin; and

(g) to the extent required, be subject to the approval of the United States Bureau of Reclamation.

The Parties specifically understand and agree that they are bound by and committed to the projections set forth in the Excess Capacity projections (for both Raw Water and Finished Water), Surplus Water projections (for both Raw Water and Finished Water, and including the point of delivery of the same and the dollar amount per acre-foot that they will charge for each), and Demand projections (for both Raw Water and Finished Water, including annual volumes and peak day demands, capacity needs to receive such water and the desired point of delivery of the same) as set forth in their respective Updated Excess Capacity Schedules, Updated Surplus Water Schedules and Updated Demand Schedules for the first five (5) years of each such schedule; provided, however, that Weber Basin's obligation to deliver water set forth on any such Demand schedule shall be limited to water that it then has available for any year prior to January 1, 2018, and shall not begin until execution of, and shall be subject to the terms of, the water sales contracts required by this Section 3.5.

ARTICLE IV
CLOSING

4.1 Time and Place of Closing. The closing of the transactions described herein (the "**Closing**") shall take place on the second business day following the fulfillment or waiver of all conditions to Closing at the offices of Weber Basin's counsel or at such other place and time as the parties hereto may agree. The Closing shall be effective as of 11:59 pm on the date of Closing (the "**Closing Date**").

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF PARK CITY WATER, MOUNTAIN REGIONAL, SUMMIT WATER AND SNYDERVILLE BASIN DISTRICT

Park City Water, Mountain Regional, Trilogy, Saunders, Summit Water and Snyderville Basin District (each a "Warranting Party") hereby represents and warrants, to and for the benefit of Weber Basin and the other Parties, as of the date of execution of this Agreement and as of the Closing Date, as follows:

5.1 Organization and Qualification. The Warranting Party is duly organized, validly existing and in good standing under the laws of the State of Utah, with full corporate power and authority to conduct its operations and business as they are now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under all contracts. Copies of each Warranting Party's Formation Documents have been delivered to the other Parties and are true, complete and correct.

5.2 Authority; No Violation. The Warranting Party has all requisite power and authority to enter into this Agreement and the other Transaction Documents to which the Warranting Party is a party and to carry out the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the other Transaction Documents to which the Warranting Party is a party have been duly and validly authorized and approved by all necessary corporate and shareholder action. The Warranting Party has no rights to acquire shares or an ownership interest in any other Party. This Agreement and each other Transaction Document to which the Warranting Party is a party constitutes the Warranting Party's legal and binding obligation, enforceable against it in accordance with the terms hereof and thereof. The execution, delivery and performance of this Agreement and the other Transaction Documents will not (a) violate the provisions of any applicable federal, state, local or foreign Laws, (b) violate any provisions of the Warranting Party's Formation Documents, or (c) violate any provision of, or result (with or without the giving of notice or the lapse of time or both) in a default or acceleration of any obligation under any Lien, agreement (other than with respect to provisions relating to the assignment thereof to Weber Basin), instrument, indenture, order, arbitration award, judgment, or decree to which the Warranting Party is a party or by which it is bound, or to which any of its property is subject.

5.3 Disclosures; Accuracy of Information. The Warranting Party has provided to Weber Basin all engineering data and studies, zoning information, marketing studies, water studies, water rights information, sewer studies, surveys, topographic and other maps, leases, contracts, easements, rights of way, water supply contracts, utility information, Permits, licenses, governmental approvals, soils reports and environmental assessments, reports and audits, and other material documents and information affecting or relating to the Warranting Party's Facilities, operations and business to the extent applicable to the Western Summit County Project (**"Disclosures"**). All Disclosures are correct, complete, consistent with the internal books and records of the Warranting Party, and accurately reflect in all material respects and in reasonable detail the Warranting Party's assets, liabilities, operations and business to the extent applicable to the Western Summit County Project and the viability thereof.

5.4 Absence of Certain Changes. Except as otherwise disclosed in Schedule 5.4, during the five (5) year period prior to the Closing Date, there has not been:

(a) any material change in the business, operations, assets, liabilities, prospects or condition (financial or otherwise) of the Warranting Party's operations or business that, by itself or in conjunction with all other such changes, whether or not arising in the ordinary course of business, has been or is reasonably likely to be adverse to the Warranting Party's operations or business;

(b) any Lien placed on any of the Warranting Party's assets which remains in existence on the date hereof;

(c) any material liabilities incurred with respect to the Warranting Party's operations or business other than in the ordinary course of business consistent with past practice;

(d) any sale, lease, assignment, transfer or other disposition (or agreement therefor), of any part of the Warranting Party's assets, other than sales in the ordinary course of business;

(e) any damage, destruction or loss, whether or not covered by insurance, adversely affecting the Warranting Party's operations or business;

(f) any labor trouble or claim of unfair labor practices in connection with the Warranting Party's operations or business; any change in the employment contracts of or compensation payable or to become payable to any of the Warranting Party's officers, directors, trustees, employees, consultants or agents, or any bonus payment or arrangement made to or with any of such officers, directors, trustees, employees, consultants or agents; any payment, bonus or other distribution to the Warranting Party's employees, consultants or agents; or any change in coverage or benefits available under any Benefit Plan or Fringe Benefit;

(g) any change with respect to the Warranting Party's management or supervisory personnel;

(h) any contract, license, lease or agreement entered into by the Warranting Party other than in the ordinary course of business consistent with past practice or which obligates the Warranting Party for more than $10,000 in any one case;

(i) any cancellation, waiver, compromise or release of any right or claim with respect to the Warranting Party's operations or business either involving more than $10,000 or other than in the ordinary course of business consistent with prior practices;

(j) any cancellation, termination, modification, or acceleration by any party of or to any contract, license, lease or agreement to which the Warranting Party is a party or by which it is bound, adversely affecting its operations, business or assets;

(k) any change in the accounting methodologies or practices with respect to the Warranting Party's operations or business;

(l) any change in the time or manner of payment of the accounts payable of the Warranting Party's operations or business;

(m) any revaluation of any of the Warranting Party's assets;

(n) any Material Adverse Effect or any event or circumstance that could reasonably be expected to result in a Material Adverse Effect.

5.5 Title to Facilities. The Warranting Party has good and marketable title to, or a valid leasehold interest in, all of its Facilities, free and clear of all Liens other than as disclosed on Schedule 5.5.

5.6 Facilities. Except as disclosed on Schedule 5.6, the Warranting Party has received no notice: (i) of any violation of law, municipal or county ordinances or other legal requirements with respect to all or any part of the Warranting Party's Facilities or with respect to the use, occupancy or construction thereof; (ii) of any pending or threatened termination or impairment of access to all or any part of the Warranting Party's Facilities or discontinuation of necessary sewer, water, electrical, gas, telephone or other utilities or services; (iii) that either the whole or any portion of the Warranting Party's Facilities is to be condemned, requisitioned or otherwise taken by any public authority; (iv) of violation of restrictive covenants, deed restrictions or governmental requirements on all or any part of the Warranting Party Facilities which have not been remedied; (v) of any violation of any zoning or similar land use law or restriction, or of any proceedings which would cause the change, redefinition or other modification of the zoning classification; or (vi) of any proceedings to widen or realign any street or highway adjacent to any of the Warranting Party's Facilities.

5.7 Sufficiency and Condition of Assets. Except as set forth on Schedule 5.7 hereto, all of the Warranting Party's Facilities are in good working condition and order (ordinary wear and tear excepted), are free from any material defect and have been maintained in all material respects in accordance with the past practice of its operations and business and generally accepted industry practice, and no material repairs, replacements or regularly scheduled maintenance relating to any such item has been deferred. Except as set forth in Schedule 5.7 hereto, the Warranting Party owns all real, personal, tangible and intangible property and assets necessary for the conduct of its operations and business as the same have been heretofore conducted and is proposed to be conducted, and all such property and assets which are being transferred or leased to or used by Weber Basin are in a condition to allow Weber Basin to conduct its operations and business as the same are currently conducted and are proposed to be conducted. There are no existing options, commitments, rights of first refusal or any other rights with, of or to any Person to acquire any of the assets, properties or rights included in any of the Warranting Party's Facilities.

5.8 Intellectual Property. All Intellectual Property Rights which are owned by or licensed to the Warranting Party and subject to the transactions contemplated hereby are listed on Schedule 5.8, which indicates with respect to each the nature of the Warranting Party's interest therein and the expiration date thereof or the date on which the Warranting Party's interest therein terminates. The Intellectual Property Rights consisting of patents or trademarks have been duly registered in, filed in or issued by the United States Patent and Trademark Office or the corresponding offices of other countries identified on Schedule 5.8, and have been properly maintained and renewed in accordance with all applicable Laws and regulations in the United States and each such country. Except as set forth on Schedule 5.8, use of the Intellectual Property Rights does not require the consent of any other Person and the same are freely transferable (except as otherwise provided by Law) and are owned exclusively by the Warranting Party, free and clear of any Liens. Except as set forth on Schedule 5.8, (a) no other Person has an interest or right or license to use, or the right to license any other Person to use, any of the Intellectual Property Rights, (b) there are no claims or demands of any other Person pertaining to the

Intellectual Property Rights and no proceedings have been instituted, or are pending or, to the Warranting Party's knowledge, threatened, which challenge the Warranting Party's rights in respect thereof, (c) none of the Intellectual Property Rights is subject to any outstanding order, decree, ruling, charge, injunction, judgment or stipulation or, to the Warranting Party's knowledge, being infringed by another Person or is subject to any outstanding order, decree, ruling, charge, injunction, judgment or stipulation, and (d) no Claim has been made or is, to the Warranting Party's knowledge, threatened charging it with infringement of any adversely held Intellectual Property Rights.

5.9 Contracts. Except as set forth on Schedule 5.9, the Warranting Party is not a party to any contract, commitment, lease, license or other agreement with respect to any of the Acquired Assets or any Facilities or other assets to be used by Weber Basin pursuant to this Agreement or in any way relating to the transactions contemplated hereby that are to be assumed by Weber Basin.

5.10 Customers, Subcontractors and Suppliers. The relationships of the Warranting Party with its customers, subcontractors and suppliers are good commercial working relationships and, except as set forth on Schedule 5.10, no key customers, subcontractors or suppliers have canceled or otherwise terminated, or threatened to cancel or otherwise terminate, its relationship with the Warranting Party or has during the last twelve (12) months materially decreased or threatened to decrease or limit materially, its services, supplies or materials to the Warranting Party or its usage of the services of the Warranting Party. The Warranting Party has no knowledge or reason to believe or expect that any of the customers, subcontractors or suppliers intends to cancel or otherwise adversely modify its relationship with the Warranting Party or to materially decrease or limit its services, supplies or materials to the Warranting Party or its referral or usage of the services of the Warranting Party, and the transactions contemplated by this Agreement will not, to the Warranting Party's knowledge, adversely affect the relationship of the Warranting Party's operations or business with any such parties or cause any such parties to cancel or otherwise adversely modify its relationship with Weber Basin (following Closing as successor to the Warranting Party) or to decrease materially or limit its services, supplies or materials to Weber Basin (following Closing as successor to the Warranting Party) or its usage of the services of Weber Basin (following Closing as successor to the Warranting Party).

5.11 Compliance with Laws.

(a) The Warranting Party has all material licenses, permits, franchises, orders, approvals, accreditations, written waivers and other authorizations as are necessary in order to enable it to own and conduct its operations and business as currently conducted ("**Necessary Permits**"), including without limitation all Necessary Permits identified on Schedule 5.11. The Warranting Party is and has been in compliance with the terms and conditions of all Necessary Permits.

(b) The Warranting Party has conducted and is conducting its operations and business in substantial compliance with all applicable federal, state, local or foreign Laws, statutes, ordinances, regulations, rules or orders or other requirements of any governmental regulatory or administrative agency or authority or court or other tribunal relating to them, including, but not limited to, Environmental Laws and any law, statute, ordinance, regulation, rule, order or requirement relating to securities, properties (real, personal, tangible or intangible), operations, business, products, advertising, sales or employment practices, immigration, terms and conditions of employment, wages and hours, safety, occupational safety, health or welfare conditions relating to premises occupied, product safety and liability or civil rights (collectively, "**Laws**").

(c) Without in any way limiting the foregoing provisions of this Section 5.11, the Warranting Party and its operations and business are and have been in compliance in all material respects with any applicable record keeping and other requirements and regulations of any Governmental Entity.

5.12 Taxes. Except as reflected on Schedule 5.12:

(a) The Warranting Party has timely filed, after giving effect to any applicable extensions, all Tax Returns required to be filed by it, and all such Tax Returns were complete and correct at the time of filing and continue to be complete and correct. The Warranting Party has timely paid, after giving effect to any applicable extensions, all Taxes required to be paid by it with, or such Taxes have been paid on its behalf.

(b) No representative of any taxing authority is asserting in writing or orally any material Tax deficiency that has not been adequately reserved for, and no liens for Taxes exist (other than liens for Taxes not yet due or for Taxes being contested in good faith), with respect to any of the Facilities. All required Tax estimates, deposits, prepayments and similar reports or payments for current periods have been properly made.

(c) All material amounts that are required to be collected or withheld by the Warranting Party have been duly collected and withheld, and any such amounts that are required to have been remitted to any taxing authority have been duly remitted.

(d) The Warranting Party has not waived any statute of limitations in respect of Taxes or agreed to an extension of time with respect to a Tax assessment or deficiency.

5.13 Environmental Matters. Except as set forth on Schedule 5.13 hereto:

(a) The Warranting Party is not subject to any pending or, to the knowledge of the Warranting Party, threatened investigation, judicial or administrative proceeding, notice, order, judgment, decree or settlement, alleging or addressing in connection with its operations or business, its Facilities or any previously owned, leased or operated properties concerning (i) any violation of any Environmental Law, (ii) any Remedial Action, (iii) any claims or liabilities and costs for personal injury or threatened personal injury, or injury or threatened injury to property or natural resources or (iv) any Environmental Liabilities and Costs;

(b) The Warranting Party currently complies, and has complied, with all applicable Environmental Laws and are not subject to any Environmental Liabilities or Costs;

(c) There have been no Releases of any Contaminants at, to, or from the Warranting Party's Facilities or any current or previously owned, leased or operated properties;

(d) The Warranting Party has no contingent liability in connection with any Release or threatened Release; and

(e) The Warranting Party has reported any violation of Environmental Laws in accordance with applicable requirements.

5.14 Litigation. Except as disclosed on Schedule 5.14, (a) there is no Claim pending or to the Warranting Party's knowledge threatened against the Warranting Party (nor to the Warranting Party's knowledge any facts that are likely to lead to such a Claim), affecting or in any way relating to its operations or business, or its Facilities at law or in equity, before any federal, state, local or foreign court or any other governmental or administrative agency or tribunal or any arbitrator or arbitration panel, and (b) there are no judgments, orders, rulings, charges, decrees, injunctions, notices of violation or other mandates against, affecting or in any way relating to its operations or business, or its Facilities. Nothing listed on Schedule 5.14, either individually or when aggregated with other listings on such Schedule, could reasonably be expected to have a Material Adverse Effect.

5.15 Enforceability. This Agreement has been duly executed and delivered by the Warranting Party. The provisions of this Agreement and the other Transaction Documents are, or when executed by the Warranting Party will be, valid and binding obligations of the Warranting Party enforceable against the Warranting Party in accordance with their respective terms, subject only to the effect now or hereafter, if any, of (a) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and (b) rules of law and equity governing specific performance, injunctive relief and other equitable remedies.

5.16 Consents. No consent, approval or authorization by any Person is required of the Warranting Party in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

5.17 Brokers. Neither the Warranting Party nor anyone acting on its behalf, has engaged, retained, or incurred any liability to any broker, investment banker, finder or agent or has agreed to pay any brokerage fees, commissions, finder's fees or other fees with respect to this Agreement or the transactions contemplated hereby.

5.18 Insurance. Schedule 5.18 lists and describes all insurance policies maintained, owned, or held in connection with the Facilities up until the Closing Date.

5.19 Related Party Transactions.Except as disclosed on Schedule 5.19, the Warranting Party does not own any capital stock or other proprietary interest, directly or indirectly, in any other Person which conducts operations or a business constituting any portion or aspect of the transactions contemplated hereby or which is a supplier or a customer of any Party hereto.

5.20 Books and Records. The Warranting Party has maintained adequate business records for its Facilities, and to the knowledge of the Warranting Party, there are no material deficiencies in such business records.

5.21 Disclosure of Material Information. Neither this Agreement (including the Schedules and Exhibits hereto) nor any other of the Transaction Documents contains, with respect to the Warranting Party or its Facilities, operations or business, any untrue statement of material information or omits to state material information necessary to make the statements therein not misleading. The Warranting Party has no information which has or would reasonably be expected in the future to result in a Material Adverse Effect and which has not been set forth in this Agreement.

5.22 Approval of Summit Water Board of Directors and Shareholders by Class. With respect to Summit Water, Trilogy and Saunders as Warranting Parties, all members of Summit Water's board of directors, a majority of Summit Water's Class A shareholders and a majority of Summit Water's Class B shareholders have approved the execution, delivery and performance by Summit Water of the transactions contemplated hereby.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF WEBER BASIN

Weber Basin hereby represents and warrants, to and for the benefit of the other Parties, as follows:

6.1 Organization and Qualification. Weber Basin is duly organized, validly existing and in good standing under the laws of the State of Utah, with full corporate power and authority to conduct its operations and business as they are now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under all contracts. Copies of Weber Basin's Formation Documents have been delivered to the other Parties and are true, complete and correct.

6.2 Authority; No Violation. Weber Basin has all requisite power and authority to enter into this Agreement and the other Transaction Documents to which it is a party and to carry out the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the other Transaction Documents to which Weber Basin is a party have been duly and validly authorized and approved by all necessary action. This Agreement and each Transaction Document to which Weber Basin is a party constitutes Weber Basin's legal and binding obligation, enforceable against it in accordance with the terms hereof and thereof. The execution, delivery and performance of this Agreement and the other Transaction Documents to which Weber Basin is a party will not (a) violate the provisions of any applicable federal, state, local or foreign Laws, (b) violate any provisions of Weber Basin's Formation Documents, or (c) violate any provision of, or result (with or without the giving of notice or the lapse of time or both) in a default or acceleration of any obligation under any Lien, agreement, instrument, indenture, order, arbitration award, judgment, or decree to which Weber Basin is a party or by which it is bound, or to which any of its property is subject.

6.3 Enforceability. This Agreement has been duly executed and delivered by Weber Basin. The provisions of this Agreement and the other Transaction Documents are, or when executed by Weber Basin will be, valid and binding obligations of Weber Basin enforceable against Weber Basin in accordance with their respective terms, subject only to the effect now or hereafter, if any, of (a) applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally and (b) rules of law and equity governing specific performance, injunctive relief and other equitable remedies.

6.4 Consents. No consent, approval or authorization by any Person is required of Weber Basin in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

6.5 Brokers. Neither Weber Basin nor anyone acting on its behalf, has engaged, retained, or incurred any liability to any broker, investment banker, finder or agent or has agreed to pay any brokerage fees, commissions, finder's fees or other fees with respect to this Agreement or the transactions contemplated hereby.

ARTICLE VII
COVENANTS

7.1 Access to Information. Following the execution of this Agreement and throughout the period prior to Closing, and subject to the confidentiality provisions herein, each Party shall provide each other Party (a "**Requesting Party**"), and their respective representatives with reasonable access to its Facilities, employees, properties, assets, books, contracts, commitments and records relating to the transactions contemplated hereby, during reasonable business hours, as the Requesting Party may from time to time reasonably request. From and after the Closing Date, Park City Water, Mountain Regional, Summit Water and Snyderville Basin District shall make available to Weber Basin and its representatives with reasonable access to its Facilities, employees, properties, assets, books, contracts, commitments and records, and any personnel whose assistance or participation is reasonably required by Weber Basin in anticipation of, or preparation for, any existing or future third party actions, Tax or other matters, relating to the transactions contemplated hereby, during reasonable business hours, as Weber Basin may from time to time reasonably request. Each Party hereby authorizes Weber Basin to provide to each of the other Parties from time to time each and all of the Updated Excess Capacity Schedules, Updated Surplus Water Schedules and Updated Demand Schedules submitted by the Parties pursuant to this Agreement.

7.2 Conduct of Business. From and after the date of this Agreement and continuing after the Closing Date, each Party agrees to: (a) conduct its operations and business only in the ordinary course and in substantially the same manner as heretofore; (b) maintain and keep its Facilities in good condition and repair, working order and condition (except for ordinary wear and tear) and in all material respects in accordance with the past practice of its operations and business and generally accepted industry practice; (c) keep in full force and effect, to the extent commercially reasonable, insurance comparable in amount and scope of coverage to that now maintained; (d) perform in all material respects all of its obligations under all material contracts; (e) use reasonable efforts consistent with its normal business practices to maintain and preserve its form of organization, retain its present employees and maintain its relationships with customers and suppliers; (f) maintain its books of account and records in the usual and regular manner; (g) comply in all material respects with all laws and regulations applicable to it and to the conduct of its operations and business; (h) not repurchase or redeem any shares of its capital stock without the prior written consent of the other Parties, unless such action will not adversely affect its ability to conduct its operations and business; and (i) use reasonable efforts to maintain and protect its material Intellectual Property Rights.

7.3 Transfer of Permits. Weber Basin shall be primarily responsible for filing and obtaining all Permits attributable to the change of ownership, lease and operation of the Facilities. Weber Basin agrees to use commercially reasonable efforts to obtain such Permits in an expeditious manner, and each other Party agrees to fully cooperate with Weber Basin, at their own expense, in Weber Basin's efforts to obtain and/or assign all Permits to Weber Basin.

7.4 Retained Liabilities. Regardless of any disclosure to any other Party or its Affiliates or agents, no Party shall assume any liability, obligation or commitment of any other Party not specifically set forth herein (its "**Retained Liabilities**"). Rather, each Party agrees, from and after the date hereof and continuing after the Closing Date, to pay, perform and fully satisfy and discharge all of its Retained Liabilities as they come due unless the same are subject to a good faith dispute; provided, however, each Party shall take all required steps and post such bonds required by any Governmental Entity or third party or other security so that each other Party shall not be adversely affected in connection with any such dispute. Without limiting the generality of the foregoing, Retained Liabilities shall include the following:

(a) any and all Environmental Liabilities and Costs;

(b) any and all liabilities for any Taxes;

(c) any and all liabilities, obligations and commitments in respect of Business Employees, Benefit Plans, Welfare Plans or Fringe Benefits relating to periods prior to the Closing;

(d) any and all Indebtedness to a Party's directors, officers or stockholders or to any of its Affiliates;

(e) any and all liabilities, obligations and commitments arising from any breach of any contract that occurred prior to the Closing Date;

(f) any and all Indebtedness;

(g) any and all liabilities and obligations of a Party (or its agents) resulting from any liability claims or violations of applicable law;

(h) any and all liabilities and obligations of a Party under any verbal or written contract with any of its customers, vendors, suppliers, licensors and other third parties for goods and services; and

(i) any pending litigation matter.

7.5 Confidentiality. Subject to the Utah Government Records Access and Management Act, each Party shall hold in confidence, and shall cause its counsel, independent certified public accountants, appraisers and investment bankers to hold in confidence, any confidential data or information made available to it by each other Party in connection with this

Agreement using the same standard of care to protect such confidential data or information as is used to protect its own confidential information. In addition to obligations under any confidentiality agreement between the Parties, if the transactions contemplated by this Agreement are not consummated, each Party agrees to return or cause to be returned to each other Party all written materials and all copies thereof that were supplied to them by such other Party and that contain any such confidential data or information.

7.6 Liability for Transfer Taxes. All sales, use, value added, documentary, stamp, gross receipts, registration, transfer, conveyance, excise, recording, income and other similar Taxes and fees ("**Transfer Taxes**"), arising out of or in connection with or attributable to the transactions effected pursuant to this Agreement shall be borne by the transferring Party.

7.7 Subrogation. In the event Weber Basin shall become liable for or suffer any Losses with respect to any matter which was covered by insurance maintained by any other Party on or prior to the Closing Date, such other Party agrees that Weber Basin shall be and hereby is, to the extent permitted under such policies and to the extent consistent with Article XI hereof, subrogated to any rights of such other Party under such insurance coverage, and, in addition, each such other Party agrees to promptly remit to Weber Basin any insurance proceeds which it may receive on account of any such liability or damage.

7.8 Taxes. Summit County shall release its lien on the Acquired Assets for unpaid property taxes, which is being contested by Summit Water before the Utah State Tax Commission (the "**Tax Case**"). In exchange for the release of said lien, Summit Water hereby authorizes Weber Basin to withhold from the purchase price for the Acquired Assets under the Purchase Agreement the sum of Eight Hundred Three Thousand Four Hundred Sixty and 56/100 Dollars ($803,460.56) and place such sum in an independent escrow providing that at the conclusion of the Tax Case, following the exhaustion of all appeals or appeal periods, the funds from said escrow shall be disbursed in accordance with the decision of the Utah State Tax Commission or the court, as the case may be. All other obligations for personal property and real property Taxes related to the Acquired Assets for all periods prior to the applicable Closing shall be paid as and when due by Summit Water.

7.9 Further Assurances. Summit Water, from time to time after the Closing, at Weber Basin's reasonable request, shall execute, acknowledge and deliver to Weber Basin such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Weber Basin may reasonably require in order to vest title more effectively in Weber Basin, or to put Weber Basin more fully in possession of, the Acquired Assets.

7.10 Consents and Lien Releases. Summit Water shall at its expense obtain and provide to Weber Basin on or before the Closing Date any and all consents and approvals required for the transfer and assignment to Weber Basin of the Acquired Assets, and evidence satisfactory to Weber Basin of the release of any and all Liens on the Acquired Assets.

7.11 Summit Water Employees.

(a) Weber Basin may or may not offer employment to one or more of Summit Water's present employees ("**Business Employees**") as of the Closing. If Weber Basin does offer employment to any such Business Employees, Summit Water agrees to use its best efforts to encourage such employees to continue employment with Weber Basin following such Closing and shall provide to Weber Basin such representations and warranties as Weber Basin shall require relating to audits, claims, complaints, investigations, legal actions and other proceedings involving such employees and any applicable Welfare Plans, Benefit Plans or Fringe Benefits, multiemployer plans, funding liabilities, COBRA liability, prohibited transactions, collective bargaining agreements and other applicable employee matters. Any Business Employees to whom Weber Basin does offer employment and who accept employment by Weber Basin ("**Acquired Employees**") shall cease to be employees of Summit Water and shall be deemed to be employees of Weber Basin effective as of such Closing. Nothing in this Agreement or in any other Transaction Document shall constitute a contract of employment for any Business Employee or Acquired Employee, and Weber Basin reserves the right to set terms and conditions of employment for all Acquired Employees on and after Closing. Weber Basin shall not assume any obligations under any Employee Benefit Plan.

(b) Summit Water shall:

(1) prior to Closing, provide Weber Basin with copies of all personnel records relating to Summit Water's employees;

(2) retain responsibility for all Welfare Plans applicable to all Acquired Employees and shall maintain, by insurance or otherwise, (i) all life insurance, accidental death and dismemberment ("**AD&D**"), short term disability and supplemental unemployment expenses and benefits for each Acquired Employee in accordance with the terms of its plans with respect to claims incurred by each such Acquired Employee and/or his or her covered dependents on or before Closing, (ii) the long-term disability benefits of any Acquired Employee whose effective date of disability for long-term disability benefits under its plan occurs on or before Closing or who is, as of Closing, in a waiting period, elimination period, or initial duration period under its long term disability plan, and (iii) all hospital, medical, dental and other health benefit expenses incurred on or before Closing for each Acquired Employee and/or his covered dependents, all in accordance with the terms of the Welfare Plans (and for purposes of this Section, a claim is deemed incurred for life insurance or AD&D purposes when the death or dismemberment of the employee occurred and for purposes of short-term or long-term disability purposes upon the occurrence of the accident or disabling event; and expenses are deemed incurred with respect to hospital, medical, dental or other welfare benefit expenses when the services or products generating such expenses are performed or provided to the employee);

(3) give required notices under COBRA to all Acquired Employees (and their eligible dependents); and ensure that to the extent provided under applicable law, all Acquired Employees (and their eligible dependents) are eligible for COBRA coverage under its existing medical, dental, and cafeteria plans;

(4) take all appropriate steps necessary to terminate the applicability of any Pension Plan relative to all Acquired Employees as of the Closing; <u>provided</u> that Summit Water shall make matching and all other employer contributions to the Pension Plan for the

current plan year through Closing without regard to whether an Acquired Employee would normally have been required to complete a certain number of hours or to continue employment through the end of the plan year to receive such contributions; and ensure that, as required by Law, their respective Pension Plans shall fully vest all Acquired Employees' accounts and shall permit each Acquired Employee to elect a distribution or eligible rollover;

(5) retain liability for all unemployment compensation taxes on behalf of Acquired Employees accrued prior to Closing, and for unemployment compensation benefits relating to any and all Business Employees who do not become Acquired Employees; and

(6) resolve all pending grievances, employee complaints or outstanding citations or other pending claims, lawsuits or proceedings relative to Acquired Employees; and notify Weber Basin in advance of any such settlements and resolutions (with respect to which Weber Basin shall have the right to approve or withhold approval).

ARTICLE VIII
CLOSING DELIVERIES

8.1 Closing Deliveries of All Parties. At the Closing, each Party shall deliver, or shall cause to have delivered, to the other Parties the following documents, all in form and content reasonably satisfactory to such other Parties:

(a) Corporate Documents.

(1) a duly executed Officer's Certificate certifying (i) the incumbency and genuineness of signature of all officers of such Party executing this Agreement or any other Transaction Document, (ii) the truth and correctness of corporate resolutions authorizing the entry by such Party into this Agreement and the transactions contemplated hereby, and (iii) the truth, correctness and completeness of their respective Formation Documents;

(2) a duly executed certificate of such Party certifying that the representations contained herein are true, accurate, complete and correct as of the Closing Date and that such Party has performed all of its obligations under this Agreement and any other Transaction Document;

(3) a certificate of good standing or legal existence of such Party as of a recent date.

(b) Consents and Approvals. All other consents, approvals and other documents to be obtained by such Party pursuant the terms of this Agreement.

(c) Counterparts. An executed counterpart of each agreement relating to the transactions contemplated hereby to which it is a party.

8.2 Additional Closing Deliveries of Summit Water. At the Closing Summit Water shall deliver to each of the other Parties, in form and content reasonably satisfactory to such other Parties, evidence that the execution, delivery and performance by Summit Water of this

Agreement and the Purchase Agreement, and the transactions contemplated therein, have been approved, as of the Closing, by:

(a) a majority of Summit Water's Class A shareholders;

(b) a majority of Summit Water's Class B shareholders; and

(c) all members of Summit Water's board of directors.

ARTICLE IX
CONDITIONS TO CLOSING

9.1 Conditions to Obligation of Parties to Close. The obligation of each Party (a "**Closing Party**") to effect the transactions contemplated herein are subject to the satisfaction or waiver, at or before the Closing Date, of the following conditions:

(a) Representations and Warranties; Performance of Obligations. All of the representations and warranties of the other Parties contained in this Agreement shall be true, correct and complete on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date, and all of the terms, covenants, agreements and conditions of this Agreement to be complied with, performed or satisfied by the other Parties shall have been duly complied with, performed or satisfied on or before the time specified for performance.

(b) No Litigation. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal or regulatory restraint or provision challenging any of the transactions contemplated hereby, or limiting or restricting any Party's conduct or operation of its operations or business as a result of the transactions contemplated hereby after the Closing shall be in effect, nor shall any proceeding brought by an administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, seeking any of the foregoing be pending. There shall be no action, suit, claim or proceeding of any nature pending or threatened against any other Party or its Facilities or officers or directors that would reasonably be expected to have a Material Adverse Effect.

(c) Closing Deliveries. All items to be delivered by any other Party to the Closing Party at Closing pursuant to Article VIII shall have been delivered.

(d) Governmental Approvals. All approvals, consents and Necessary Permits from any Governmental Entity having jurisdiction necessary or advisable to consummate the transactions contemplated hereby, and the lawful use, occupancy and enjoyment by each Party of the Facilities as contemplated hereby shall have been obtained by the appropriate Party and shall be effective and no such approval, consent or Permit shall impose any condition or provision or requirement on the Closing Party which was not imposed on its predecessor Party by such body or agency or which is not otherwise imposed upon such predecessor Party under its Permits of a similar nature.

(e) Approval of Disclosures. All Disclosures shall have been approved by Weber Basin.

(f) Other Consents and Approvals. The consent or approval of all persons or entities (other than Governmental Entities) necessary for the consummation of the transactions contemplated herein, and each Party's use, occupancy and enjoyment of the Facilities as contemplated hereby, including all Permits needed to conduct the Parties' operations and business as it is currently being conducted, shall have been granted, and no such consent or approval (i) shall have been conditioned upon the modification, cancellation or termination of any lease, Contract, commitment, agreement, franchise, license, easement, right or other authorization to be assigned to the Closing Party by another Party at Closing, or (ii) shall impose on the Closing Party any condition or provision or requirement either that is not currently imposed on its predecessor Party or that is more restrictive than currently imposed on its predecessor Party.

(g) Disclosure Schedule. Each other Party shall have made such deliveries as are called for by this Agreement or from time to time reasonably requested by the Closing Party or its representatives. The Closing Party shall be fully satisfied in its sole discretion with the form and substance of all of the exhibits and schedules (including the Disclosure Schedule), whether delivered before or after the execution hereof.

(h) No Material Adverse Change. No event, occurrence, fact, condition, change, development or effect shall have occurred, exist or come to exist that, individually or in the aggregate, has constituted or resulted in, or would reasonably be expected to constitute or result in, a Material Adverse Effect on the Closing Party's operations or business.

(i) Related Party Agreements. The Closing Party shall have received sufficient evidence that any Contracts to which another Party or its Affiliates, officers or directors is a party, including but not limited to loans and employment arrangements (collectively, "**Related Party Contracts**"), which the Closing Party requests another Party to terminate, have in fact been terminated.

(j) New D&W Contract. Weber Basin and D&W shall have executed the New D&W Contract upon terms satisfactory to Weber Basin.

(k) Closing of Purchase Agreement. Simultaneously with the Closing, Weber Basin's purchase of the East Canyon Water Treatment Plant and the right to use up to Fifty Percent (50%) of the capacity of the Highway 40 System pursuant to the Purchase Agreement shall have closed.

ARTICLE X
TERMINATION

10.1 Termination. This Agreement may be terminated as follows:

(a) The Parties may terminate this Agreement by mutual written consent of all Parties at any time prior to the Closing;

(b) Weber Basin may terminate this Agreement by giving written notice to the other Parties on or before the thirtieth (30th) day following the date of this Agreement if Weber Basin is not reasonably satisfied with the results of its continuing business, legal, and accounting due diligence regarding the transactions contemplated hereby; and

(c) Any Party (a "**Terminating Party**") may terminate this Agreement by giving written notice to the other Parties at any time prior to the Closing (i) in the event another Party has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, the Terminating Party has notified the alleged breaching Party of the breach, and the breach has continued without cure for a period of thirty (30) days after the notice of breach, or (ii) if the Closing shall not have occurred within sixty (60) days after execution of this Agreement by all Parties, or such later Closing Date as provided in Section 4.1, by reason of the failure of any condition precedent under Article IX hereof (unless the failure results primarily from the Terminating Party's breach of any representation, warranty, or covenant contained in this Agreement).

(d) This Agreement shall automatically terminate without notice upon termination of the Purchase Agreement.

10.2 Effect of Termination. In the event of such termination as provided above, this Agreement shall forthwith terminate and there shall be no liability on the part of any Party or their respective officers, directors, trustees, managers, employees or agents; provided, however, that all confidentiality arrangements among the Parties shall continue in full force and effect.

ARTICLE XI
INDEMNIFICATION

11.1 Survival. No Party will be liable with respect to any claim for the breach or inaccuracy of any representation or warranty unless a Statement of Claim is delivered to the Indemnifying Party prior to the expiration of the applicable statute of limitations (including any extensions thereto to the extent that such statute of limitations may be tolled) (the "**Survival Date**"). The Parties hereto agree that so long as written notice is given on or prior to the Survival Date with respect to any such claim, the representations and warranties with respect to such inaccuracy or breach shall continue to survive until such matter is resolved, and the Indemnifying Party shall be required to indemnify the Indemnified Parties for all Losses which they may incur in respect of the matters which are the subject of such claim, regardless of when incurred

11.2 Indemnification. Each Party (an "**Indemnifying Party**") shall indemnify, defend and hold harmless each other Party and its officers, directors, trustees, employees, agents and Affiliates (the "**Indemnified Parties**"), regardless of any investigation made by an Indemnified Party or on its behalf, for, against, from and in respect of any and all Losses which may be sustained or suffered by any of them arising out of, resulting from or pertaining to:

(a) any breach or inaccuracy of any representation or warranty made herein, or in any other Transaction Document, by the Indemnifying Party;

(b) any failure of the Indemnifying Party to perform any covenant or agreement hereunder or fulfill any other obligation in respect hereof;

(c) any and all Retained Liabilities, as well as any other liabilities arising from the operation of the Indemnifying Party's Facilities prior to Closing; and

(d) any and all Claims arising out of, resulting from or pertaining to any of the foregoing.

Except for breaches or inaccuracies of the representations or warranties made by a Party in Sections 5.5, 5.11, 5.12, 5.13, 5.14 and 7.8, no Party shall be required to indemnify another Party with respect to any Claim for indemnification pursuant to Section 11.2(a) unless and until the aggregate amount of all Losses incurred (or accrued) by the Indemnified Party(ies) exceeds $10,000 (the "**Indemnification Trigger Amount**"), in which event the indemnification obligation of the Indemnifying Party shall apply to the aggregate amount of all Losses claimed for which the Indemnified Party(ies) are entitled to full extent of indemnification hereunder (including any and all Claims relating to Losses which individually or in the aggregate did not reach the Indemnification Trigger Amount).

11.3 Materiality. Although a representation, warranty or covenant of any of the parties to this Agreement may not be deemed breached, inaccurate or in default unless or until a certain standard as to "material," "materiality" or Material Adverse Effect has been met, for purposes of calculating Losses in connection with this Article XI, Losses for a breach, inaccuracy or default of any such representation, warranty or covenant contained in this Agreement shall be measured without giving effect to any such standard. The disclosure of any fact, matter, occurrence, event or circumstance by a Party in any Schedule or other portion of this Agreement or another Transaction Document, shall not, in and of itself, be construed that such disclosure is material, or that the failure to disclose a similar fact, matter, occurrence, event or circumstance was an omission of a material fact, matter, occurrence, event or circumstance.

11.4 Additional Indemnification of Summit Water, Trilogy and Saunders. Summit Water, Trilogy and Saunders as Indemnifying Parties shall, jointly and severally, indemnify, defend and hold harmless each other Party and its officers, directors, trustees, employees, agents and Affiliates as Indemnified Parties, regardless of any investigation made by an Indemnified Party or on its behalf, for, against, from and in respect of any and all Losses which may be sustained or suffered by any of them arising out of, resulting from or pertaining to any Claim brought by any shareholder of Summit Water against any Indemnified Party.

11.5 Notice and Opportunity to Defend. Each Indemnified Party seeking indemnification under this Article XI shall promptly notify in writing the Indemnifying Party of any Claim as to which indemnity may be sought; provided, however, that the failure to provide prompt notice shall relieve the Indemnifying Party of its obligations hereunder only to the extent that such failure prejudices the Indemnifying Party hereunder. Each such written notice shall contain a description, in reasonable detail, of the facts, circumstances or events giving rise to the alleged Losses, including the identity of any third party claimant and copies of any formal demand or complaint, an estimate of the amount of Losses and the approximate date (or range of dates) the Losses were incurred, paid or otherwise sustained (the "**Statement of Claim**"). The

Indemnified Party shall not be bound to such initial Statement of Claim or future notices and may amend such information as additional information becomes known or better understood. In the event that the Indemnifying Party gives the Indemnified Party written notice contesting all or any portion of any Claim (a "**Contested Claim**") within twenty (20) days of receiving the Statement of Claim (or within twenty (20) days of receiving any amendment to any such Statement of Claim – but only as to such amended information), then such Contested Claim will be resolved by either (i) a written settlement agreement executed by both the Indemnified Party and the Indemnifying Party, or (ii) in the absence of such a written settlement agreement, by litigation in any court having competent jurisdiction. With respect to any Claim by a third party, the Indemnifying Party shall be entitled to participate in and, to the extent that it desires to do so, to assume the defense of such Claim, with counsel reasonably satisfactory to the Indemnified Party and, after notice from the Indemnifying Party to the Indemnified Party of such election to assume the defense thereof, the Indemnifying Party shall not be liable to the Indemnified Party for any attorneys' fees or any other expenses subsequently incurred by the Indemnified Party in connection with the defense of such Claim. In any event, the Indemnified Party shall have the right to participate at its own expense in the defense of such Claim. In no event shall an Indemnifying Party be liable for any settlement or compromise effected without its prior consent and the Indemnifying Party, in the defense of any such Claim shall not, except with the prior consent of the Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term a release of the Indemnified Party from all liability in respect to such Claim by the claimant or plaintiff. Notwithstanding anything herein to the contrary, payment on a Contested Claim will not be due unless and until there is a written settlement agreement, or a final, nonappealable judgment for the Indemnified Party on the Indemnifying Party's obligation to pay or to indemnify with respect to the Contested Claim, pursuant to this Section 11.4 above.

ARTICLE XII
ADDITIONAL AGREEMENTS

12.1 Weber Basin Exclusive Wholesaler. The Parties intend and hereby agree that Weber Basin shall be the exclusive wholesaler of water in the Snyderville Basin area of Summit County as among the Parties. Accordingly, Park City Water, Mountain Regional, Summit Water and Snyderville Basin District each agrees that it shall not, directly or indirectly, as employer, employee, stockholder, director, partner, member, lender, agent, consultant, representative or in any other individual or representative capacity whatsoever, engage in the wholesaling of water, or contract with any other Party or any third party for the wholesaling of water in Summit County, Utah, at any time in the future. Wholesaling is defined as the selling of Raw Water and/or Finished Water, or the right to use the same, to an entity which intends to resell the same for retail consumption. Each Party agrees that it will never file a lawsuit or legal action asserting any Claims relating to Weber Basin's exclusive right to wholesale water in the Snyderville Basin. It is the desire and intent of the Parties hereto that the provisions of this Section 12.1 shall be enforced to the fullest extent permissible under the laws and public policies applied in the State of Utah. The Parties hereto recognize and acknowledge that a breach by Park City Water, Mountain Regional, Summit Water or Snyderville Basin District of this Section 12.1 will cause irreparable and material loss and damages to Weber Basin as to which it will not have an adequate remedy at law or in damages. Accordingly, each Party acknowledges and agrees that the issuance of an injunction or other equitable remedy is an appropriate remedy by any court of competent jurisdiction for any such breach and submits to the jurisdiction of any such court of competent jurisdiction. Park City Water, Mountain Regional, Summit Water and Snyderville Basin District each acknowledge that the covenants set forth in this Section 12.1 are mandatory conditions precedent to the Closing of the transactions contemplated by this Agreement and to Weber Basin's performance of its obligations hereunder, and that, in the absence of said covenants, Weber Basin would not have entered into this Agreement nor consented to the Closing, and accordingly shall have the right to terminate this Agreement as to any future obligations of Weber Basin hereunder. Any such termination shall not, however, prejudice the ability of Weber Basin to recoup from the other Parties such amounts as Weber Basin may have theretofore expended in order to make Weber Basin whole. The provisions of this Section 12.1 shall not pertain to wholesale water contracts of the Parties existing as of the effective date of this Agreement, nor to the Settlement Agreement; provided, however, that such existing contracts and the Settlement Agreement may not be amended in a manner inconsistent with this Section 12.1.

12.2 Water Conservation Plan. Park City Water, Mountain Regional and Summit Water shall each, at a minimum, take the following actions to conserve and protect water: (i) prepare and maintain a current water conservation plan which shall meet the requirements of, and any standards set forth by, the Utah Division of Water Resources; (ii) enact a water conservation rate structure for water use throughout its retail system; (iii) adopt a resolution encouraging water use during evening and other off-peak hours; (iv) encourage the enactment of appropriate landscape ordinances; and (v) evaluate and promote the use of secondary irrigation systems and water conservation measures within its jurisdiction.

12.3 Water Rights.

(a) This Agreement governs the use of the Surplus Water of Park City Water, Mountain Regional and Summit Water as set forth in Section 2.3 hereof. Weber Basin may determine in the future, in its sole discretion, that insufficient Surplus Water exists to satisfy the purposes of the Western Summit County Project, and at any time, provide for additional Raw Water or Finished Water to be imported into the Snyderville Basin from Weber Basin's water supplies, and Park City Water, Mountain Regional, Summit Water and Snyderville Basin District agree to support, and further to refrain from filing or supporting any protests to, any water rights applications filed with the Utah Division of Water Rights on which Weber Basin is a signatory for water used for the Western Summit County Project. All of the Parties hereto shall cooperate with each other in filing and prosecuting to approval any water rights applications filed with the Utah Division of Water Rights necessary to fulfill the purposes of this Agreement.

(b) From and after the Closing, Mountain Regional, Park City Water, Summit Water and Snyderville Basin District each agree not to protest any water exchange and/or change applications filed by any of the other Parties, whether related to the Western Summit County Project or otherwise.

12.4 Federal Funding. The Parties agree to cooperate in requesting federal funds for the Western Summit County Project. To the extent permitted, any such federal funding received shall be applied, first, to reduce or retire any debt financing for the acquisition of the East Canyon Water Treatment Plant (in which event the Regionalization Fees shall be accordingly reduced or eliminated), and then toward the other components of the Western Summit County Project as determined by Weber Basin in its sole discretion.

12.5 Concurrency Certificates. Weber Basin agrees to provide to each other Party an annual (or, if reasonably requested, more frequent) certificate evidencing the quantities of water immediately deliverable to such Party from the Western Summit County Project.

12.6 Water Rate Covenants. Mountain Regional, Park City Water, Summit Water and Snyderville Basin District shall each levy such impact fees, connection fees, water service fees and other fees and charges, to the extent allowed by law, in connection with the sale of the right to use its water to its customers and customer agencies in amounts sufficient to pay the charges and payments due and owing to Weber Basin hereunder, in addition to such amounts as shall be necessary to cover administrative, contract, operation, maintenance and replacement costs and expenses, debt retirement and reserve accounts relative to its own water distribution system. In addition, Park City Water's, Snyderville Basin District's, Mountain Regional's and Summit County's respective governing board shall annually levy such taxes and assessments upon the property within its boundaries as may be required to pay the charges and payments due and owing to Weber Basin hereunder.

12.7 Lien on Water Charges. To secure the payments due to Weber Basin pursuant to this Agreement, Mountain Regional, Park City Water, Summit Water and Snyderville Basin District hereby grant to Weber Basin a lien upon the proceeds of all fees and charges levied to its customers and customer agencies in connection with the sale of the use of Western Summit County Project Water. Said lien shall be a first lien on all such fees and charges except to the extent such fees and charges are subject to any lien which exists for the benefit of bondholders on the date of execution of this Agreement. In the event Mountain Regional, Park City Water, Summit Water or Snyderville Basin District places a lien on a water user's property, such Party shall assign that lien to Weber Basin (subject to any prior lien which exists for the benefit of bondholders on the date of execution of this Agreement).

12.8 Penalty for Delinquency. Every charge or payment required to be paid to Weber Basin under this Agreement which shall remain unpaid after its due date shall bear interest from such date until paid in full at the existing prime interest rate as of January 1 of each year.

12.9 Collection of Fees and Charges. Mountain Regional, Park City Water, Summit Water and Snyderville Basin District each agree to exercise all of its lawful powers and authority to collect all fees and charges levied by it and otherwise take such action as shall be necessary in order to ensure that there are sufficient revenues on hand to make all payments due to Weber Basin under this Agreement as and when the same shall become due. Without limiting the foregoing, Mountain Regional, Park City Water and Snyderville Basin District each hereby specifically agrees that its rules and regulations and all sales to its customers shall provide that all contract fees and charges for Western Summit County Project Water, if not paid when due, shall be certified to the treasurer and assessor of Summit County, or other adequate security shall be required. Where applicable, Mountain Regional, Park City Water and Snyderville Basin District shall apply the provisions of §17B-1-902, U.C.A. 1953, as amended. All delinquent fees and charges, together with penalties and applicable interest, shall, immediately upon certification, become a lien on the delinquent premises on a parity with and collected at the same time and in the same manner as general county taxes that are a lien on the premises. Mountain Regional, Park City Water, Snyderville Basin District and Summit County each agrees to assign all rights to all such liens to Weber Basin (subject to any prior lien which exists for the benefit of bondholders on the date of execution of this Agreement). Mountain Regional, Park City Water, Summit Water, Snyderville Basin District and Summit County each hereby agrees to permit Weber Basin and its agents to inspect and copy from time to time all water sales contracts with their respective customers and all other Books and Records relating to all delinquencies and liens in order to confirm compliance with the provisions of this Agreement.

12.10 Refusal of Water in the Event of Default. No water will be delivered by Weber Basin through the Western Summit County Project system to or for any other Party which is in arrears in any payment due and owing to Weber Basin under this Agreement for more than thirty (30) days. The provisions of this paragraph are not exclusive and shall not in any manner prevent Weber Basin from exercising any other remedy provided under this Agreement or by law to enforce the collection of any payments due hereunder.

12.11 Waiver of Lien on Acquired Assets. Each Party agrees that it will not claim or attempt to enforce any lien on any portion of the property acquired by Weber Basin pursuant to the Purchase Agreement resulting from unpaid property taxes.

ARTICLE XIII
MISCELLANEOUS

13.1 Fees and Expenses. Each Party will be responsible for and pay and discharge their respective expenses and fees incurred by such Party in connection with the negotiation of and entry into this Agreement and the consummation of the transactions contemplated hereby.

13.2 Dispute Resolution. In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the same. To this end, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to the Parties to the dispute. If they do not reach such solution within a period of sixty (60) days, then, upon notice by any Party to any other Party, all disputes, claims, questions or differences shall be subject to mediation before a mutually acceptable mediator prior to the initiation of litigation. The Parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the dispute; (iii) exchange written positions stating their position on the disputed item(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute; and (iv) engage and cooperate in such further discovery as they agree or the mediator suggests may be necessary to facilitate effective mediation. The mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in the State of Utah. In the event that the Parties are unable to agree upon a mediator, each Party shall select its own mediator. The mediators of the Parties shall then, within ten (10) days of their appointment, select a third neutral mediator. In the event the mediators appointed by the Parties shall be unable to select a third neutral mediator acceptable to each, any of the Parties may request that the American Arbitration Association appoint the third neutral mediator. The provisions of this Section 13.2 shall be specifically enforceable according to its terms, including, but not limited to, an action to compel mediation. If any Party is dissatisfied with the results of mediation, that Party may have such dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof adjudicated by a court of competent jurisdiction.

13.3 Notices. All notices, consents, agreements, elections, amendments, approvals and other communications provided for or permitted by or otherwise relating to this Agreement or any other Transaction Document shall be in writing and shall be deemed effectively given to a Party upon the earliest to occur of the following: (i) upon personal delivery to such Party; (ii) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, or if not, then on the next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (v) upon actual receipt by the Party to be notified via any other means (including public or private mail, electronic mail or telegram); provided, however, that notice sent via electronic mail shall be deemed duly given only when actually received and opened by the Party to whom it is addressed. All communications to be sent to a Party shall be sent to the address set forth below or to such other address as a Party shall designate from time to time in writing notice to the other Parties in accordance with the provisions of this paragraph.

If to Weber Basin:

Weber Basin Water Conservancy District
2837 East Highway 193
Layton, Utah 84040
Telephone: (801) 771-1677

with a copy (which shall not constitute notice) to:

Durham Jones & Pinegar
1104 E. Country Hills Drive, Suite 710
Ogden, Utah 84403
Attention: Douglas A. Taggart
Telephone: (801) 395-2424

If to Park City Water:

Park City Water Service District
____
____
Telephone No.: (___) __________

with a copy (which shall not constitute notice) to:

____
____
____
____

If to Mountain Regional:

Mountain Regional Water Special Service District
6421 N. Business Loop Road
P. O. Box 982320
Park City, Utah 84098
Telephone No.: (435) 940-1616

with a copy (which shall not constitute notice) to:

Summit County Attorney
60 N. Main
P. O. Box 128
Coalville, Utah 84017

If to Summit Water:

Summit Water Distribution Company
6400 North Pace Frontage Road
Unit A
Park City, Utah 84098
Telephone: (435) 649-7324

with a copy (which shall not constitute notice) to:

____
____
____
____

If to Snyderville Basin District:

Snyderville Basin Water Reclamation District
Michael D. Luers, General Manager
2800 Homestead Road
Park City, Utah 84098
Telephone No.: (435) 649-7993

with a copy (which shall not constitute notice) to:

Jeremy R. Cook
Parsons Kinghorn Harris
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111

If to Summit County:

Summit County
c/o Summit County Manager
60 N. Main
P. O. Box 128
Coalville, Utah 84017
Telephone No.: (435) 336-3110

with a copy (which shall not constitute notice) to:

Summit County Attorney
60 N. Main
P. O. Box 128
Coalville, Utah 84017

13.4 Non-Interference; Further Assurances. Each Party agrees that it will not interfere with any other Party in obtaining any approvals (such as, but not limited to, from the Parties' respective councils, boards and shareholders) or taking any action necessary to consummate the transactions contemplated hereby. All of the Parties hereto shall cooperate with one another and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other Party hereto as necessary to carry out, evidence and confirm the intended purposes of this Agreement.

13.5 Successors and Assigns. All covenants and agreements set forth in this Agreement and made by or on behalf of any of the parties hereto shall bind and inure to that benefit of the successors and assigns of such party, whether or not so expressed, except that no Party may assign or transfer any of its rights or obligations under this Agreement without the consent in writing of all other Parties.

13.6 Descriptive Headings. The headings of the sections, paragraphs, Schedules and Exhibits of this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement.

13.7 Counterparts. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof.

13.8 Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason in any jurisdiction, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that each of the Parties' rights and privileges shall be enforceable to the fullest extent permitted by Law, and any such invalidity, illegality and unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by Law, the Parties hereby waive any provision of any Law, statute, ordinance, rule or regulation which might render any provision hereof invalid, illegal or unenforceable.

13.9 Course of Dealing. No course of dealing and no delay on the part of any party hereto in exercising any right, power, or remedy conferred by this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. The failure of any of the parties to this Agreement to require the performance of a term or obligation under this Agreement or the waiver by any of the Parties to this Agreement of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of an subsequent breach hereunder. No single or partial exercise of any rights, powers or remedies conferred by this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

13.10 Third Parties. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the Parties hereto and their permitted successors or assigns, any rights or remedies under or by reason of this Agreement or any other Transaction Document.

13.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. References to specific laws or regulations of one nation shall be deemed to include similar laws or regulations of the applicable country where such Person is subject to such nation's laws. References to governmental authorities or regulations shall include all applicable federal, state, local and foreign governmental authorities or regulations. The word "including" shall mean including without limitation. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance. If all or a portion of the subject matter of any representation, warranty, or covenant set forth herein is also contained in another representation, warranty, or covenant, the fact that a Party has not breached one of the representations, warranties or covenants shall not detract from or mitigate the fact that the party is in breach of the other representation, warranty, or covenant, regardless of the relative levels of specificity. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

13.12 Knowledge. For purposes of this Agreement, a Person will be deemed to have knowledge of a particular fact or other matter if: (a) that individual or a key officer, director or manager of a Person that is an entity is actually aware of that fact or matter; (b) a prudent individual or a key officer, director or manager of a Person that is an entity could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonable investigation regarding the accuracy of any representation or warranty contained in this Agreement; or (c) such fact or matter is included in public records (including county recording offices).

13.13 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

13.14 Submission to Jurisdiction. Each of the Parties submits to the jurisdiction of the Third District Court in and for Summit County, Utah (and, upon request for removal, as applicable, to the jurisdiction of the United States District Court, District of Utah) in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

13.15 Entire Agreement. This Agreement, including the Schedules and Exhibits referred to herein and the other Transaction Documents, is complete, and all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by all the parties hereto, have been expressed herein or in said Schedules or Exhibits. This Agreement may not be amended except by an instrument in writing signed by all Parties.

13.16 Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party or Parties all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "prevailing Party" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

13.17 Specific Performance. Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably and that it would be extremely impracticable to measure in full all of the resulting damages in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an immediate injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity. Each Party expressly waives the defense that a remedy in damages will be adequate (without, however, waiving its respective right to pursue the remedy of damages if it elects to do so).

13.18 Incorporation of Recitals and Exhibits. The recitals and exhibits referred to in this Agreement are incorporated herein by reference and made a part hereof.

13.19 Relationship of Parties. Nothing contained in this Agreement shall be interpreted or construed to create an agency relationship, association, joint venture, trust or partnership, or impose any trust or partnership covenant, obligation or liability on or with regard to any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.

13.20 Public Statements. Unless and to the extent required by Law, the Parties hereto shall agree in advance to any press release or public statement with respect to this Agreement and the transactions contemplated hereby and no Party shall issue any such press release or make any such public statement without the agreement of the other Parties. In the event that any Party is required by Law to issue a press release or make a public statement, it will notify the other Parties of the contents in advance.

13.21 Facsimile Transmission. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

13.22 Authorized Execution. The individuals signing below each represent and warrant (i) that they are authorized to execute this Agreement for and on behalf of the Party for whom they are signing; (ii) that such Party shall be bound in all respects hereby; and (c) that such execution presents no conflict with any other agreement of such Party.

[*signature pages follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below their respective signatures below.

ATTEST:

WEBER BASIN WATER CONSERVANCY DISTRICT

____
Secretary

By:___________________________________
Chairman, Board of Trustees

APPROVED AS TO FORM:

Date: __________________________, 2013

____
Weber Basin Attorney

ATTEST:

PARK CITY WATER SERVICE DISTRICT

____
City Recorder

By:___________________________________
President

APPROVED AS TO FORM:

Date: __________________________, 2013

____
Park City Water Attorney

ATTEST:

MOUNTAIN REGIONAL WATER SPECIAL SERVICE DISTRICT

____
Clerk

By:___________________________________
Chair, Summit County Council acting as the Governing Authority of Mountain Regional Water Special Service District pursuant to Summit County Code §2-9-3

APPROVED AS TO FORM:

Date: __________________________, 2013

____
Mountain Regional Attorney

ATTEST:	**SUMMIT WATER DISTRIBUTION COMPANY**
____________________________	By:_________________________________
Secretary	President
APPROVED AS TO FORM:	Date: __________________________, 2013
____________________________	
Summit Water Attorney	
ATTEST:	**SNYDERVILLE BASIN WATER RECLAMATION DISTRICT**
____________________________	By:_________________________________
Secretary	Chairman, Board of Trustees
APPROVED AS TO FORM:	Date: __________________________, 2013
____________________________	
Snyderville Basin District Attorney	
ATTEST:	**SUMMIT COUNTY**
____________________________	By:_________________________________
Clerk	Chair, Summit County Council
APPROVED AS TO FORM:	Date: __________________________, 2013
____________________________	
Summit County Attorney	
	____________________________________
	LEON H. SAUNDERS
APPROVED AS TO FORM:	Date: __________________________, 2013

____
Saunders Attorney

TRILOGY LIMITED, LP
By: Trilogy Asset Management, Inc.,
Its: General Partner

By:__________________________________
President

APPROVED AS TO FORM:

Date: __________________________, 2013

____
Trilogy Attorney

LIST OF EXHIBITS AND SCHEDULES

Exhibits

Exhibit A:	Purchase Agreement
Exhibit B:	Western Summit County Project Map
Exhibit C:	Highway 40 System
Exhibit D:	Excess Capacity and Demand Schedules
Exhibit E:	Mountain Regional/Park City Water/Summit County Agreement
Exhibit F:	Weber Basin/Park City Water/Mountain Regional Water Supply Agreement
Exhibit G:	USA/Weber Basin/Park City Water Agreement
Exhibit H:	USA/Weber Basin/Mountain Regional Agreement
Exhibit I:	Settlement Agreement
Exhibit J:	Allocation of Capacity and Expenses for East Canyon Water Treatment Plant and Highway 40 System

Schedules:

2.2(a)	Park City Water Facilities
2.2(b)	Mountain Regional Facilities
2.2(c)	Summit Water Facilities
5.4	Absence of Certain Changes
5.5	Liens
5.6	Facilities Exceptions
5.7	Sufficiency and Condition of Assets Exceptions
5.8	Intellectual Property Rights
5.9	Contracts
5.10	Key Relationships
5.11	Necessary Permits
5.12	Tax Matters
5.13	Environmental Matters
5.14	Litigation
5.18	Insurance
5.19	Related Party Transactions

EXHIBIT A

Purchase Agreement

EXHIBIT B

Western Summit County Project Map

EXHIBIT C

Highway 40 System

EXHIBIT D

Excess Capacity, Surplus Water and Demand Schedule

Park City Water Service District

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Excess Capacity										
Peaking Factor*										
Surplus Water										
Raw Water										
Point of Delivery										
Charge										
Finished Water										
Point of Delivery										
Charge										
Demand										
Raw Water										
Annual Volume										
Peak Day Demand										
Capacity Needs										
Point of Delivery										
Finished Water										
Annual Volume										
Peak Day Demand										
Capacity Needs										
Point of Delivery										

*Peaking Factor is defined as peak daily demand in gallons per minute divided by the average annual demand in gallons per minute

EXHIBIT D

Excess Capacity, Surplus Water and Demand Schedule

Mountain Regional Water Special Service District

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Excess Capacity										
Peaking Factor*										
Surplus Water										
Raw Water										
Point of Delivery										
Charge										
Finished Water										
Point of Delivery										
Charge										
Demand										
Raw Water										
Annual Volume										
Peak Day Demand										
Capacity Needs										
Point of Delivery										
Finished Water										
Annual Volume										
Peak Day Demand										
Capacity Needs										
Point of Delivery										

*Peaking Factor is defined as peak daily demand in gallons per minute divided by the average annual demand in gallons per minute

EXHIBIT D

Excess Capacity, Surplus Water and Demand Schedule

Summit Water Distribution Company

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Excess Capacity										
Peaking Factor*										
Surplus Water										
Raw Water										
Point of Delivery										
Charge										
Finished Water										
Point of Delivery										
Charge										
Demand										
Raw Water										
Annual Volume										
Peak Day Demand										
Capacity Needs										
Point of Delivery										
Finished Water										
Annual Volume										
Peak Day Demand										
Capacity Needs										
Point of Delivery										

*Peaking Factor is defined as peak daily demand in gallons per minute divided by the average annual demand in gallons per minute

EXHIBIT E

Mountain Regional/Park City Water/Summit County Agreement

EXHIBIT F

Weber Basin/Park City Water/Mountain Regional Water Supply Agreement

EXHIBIT G

USA/Weber Basin/Park City Water Agreement

EXHIBIT H

USA/Weber Basin/Mountain Regional Agreement

EXHIBIT I

Settlement Agreement

EXHIBIT J

Allocation of Capacity and Expenses for East Canyon Water Treatment Plant

Party	**Percentage**
Summit Water	50%
Mountain Regional	20%
Park City Water	20%
Weber Basin	10%

SCHEDULE 2.2(a)

Park City Water Facilities

SCHEDULE 2.2(b)

Mountain Regional Facilities

SCHEDULE 2.2(c)

Summit Water Facilities

SCHEDULE 5.4

Absence of Certain Changes

Settlement Agreement dated November 9, 2011, between Mountain Regional Water Special Service District and Summit Water Distribution Company

Unresolved property tax case concerning all of the Summit Water distribution facilities, recently appealed to the Tax Commission

SCHEDULE 5.5

Liens

None

SCHEDULE 5.6

Facilities Exceptions

None

SCHEDULE 5.7

Sufficiency and Condition of Assets Exceptions

None

SCHEDULE 5.8

Intellectual Property Rights

SCHEDULE 5.9

Contracts

None

SCHEDULE 5.10

Key Relationships

None

SCHEDULE 5.11

Necessary Permits

SCHEDULE 5.12

Tax Matters

Unresolved property tax case concerning all of the Summit Water distribution facilities, recently appealed to the Tax Commission

SCHEDULE 5.13

Environmental Matters

Park City Water needs to describe past and current discharges that may limit its warranties under Section 5.13

SCHEDULE 5.14

Litigation

None

SCHEDULE 5.18

Insurance

SCHEDULE 5.19

Related Party Transactions

None

- The projected 2050 water demand for the Basin is 28,600 acre-feet per year. This includes an identified need for 1,600 acre-feet per year for stream augmentation purposes.
- Full development of all local water supplies will result in a reliable supply of only 11,500 acre-feet per year. This includes up to 3,600 acre-feet per year of reuse water that the study assumes will be "developed by local entities" by the year 2050.
- To meet the projected annual deficit of 17,100 acre-feet, the USBOR Study recommends that water be imported into the Basin from Lost Creek Canyon Pipeline Project (5,000 AF, this project is complete) and the East Canyon Pipeline Project (12,100 AF, this project is partially complete).
- To organize water importation, reuse, and stream augmentation, the USBOR Study recommends there be "a coordinated effort to develop a Master Plan for the Snyderville Basin, including all water suppliers and local government entities in the basin".

In Late 2006 Bowen Collins completed the "Snyderville Basin Water Transport Study" which developed a "Master Plan" in accordance with USBOR's recommendations. The Transport Study also allocated the projected demands throughout the Basin consistent with expected growth.

The 2006 Transport Study identified various alternatives and large infrastructure components that would be required for a Basin wide supply system including Lost Creek Canyon Pipeline, Round Valley Reservoir, East Canyon Pipeline, and various other pipelines for interconnections.

In December of 2011 Weber Basin Water Conservancy District (WBWCD), Park City Water Service District (PCWSD), Mountain Regional Water Special Service District (MRWSSD), Summit Water Distribution Company (SWDC), and Snyderville Basin Water Reclamation District (SBWRD) entered into a non-binding due diligence agreement to study the feasibility of what has been called the Western Summit County Wholesale Water Importation Project which has recently been shortened to the Western Summit County Project (WSCP). The purpose of the due diligence study was to better determine water needs and assets within the Basin and create the framework for a "Master Agreement" between the parties that would define how much water is needed by each party, when it is needed, and infrastructure required to move the water to the needed area.

In November of 2012 WBWCD and the other WSCP participants concluded their due diligence work and presented a draft Master Agreement which contained concepts relating to moving existing surplus water around the basin and wholesaling future water to the participants. This initial draft agreement has been the subject of many discussions with all of the participants and has been improved upon over the preceding months since November 2012.

Water Supply Alternatives

Staff currently estimates that Park City will not have a water supply deficit until about 2021 for peak day demand and not until about 2025 for annual volume supply. The Peak Day deficit estimate is very conservative and could occur several years later than 2021. The annual volume deficit does not include an estimated demand reduction for water efficiency program effects which could eliminate the volume deficit even at build out demand. However, even if the annual volume deficit is eliminated, the City still faces a peak day deficient that needs to be addressed. While this gives Park City time, a new water importation project or large storage project will take many years to study and complete and every opportunity must be considered carefully. It is important to note that even though the City's current water supply is projected to last until about 2021, the City could face a shortage much sooner as the current surplus water supply is used up by new growth. As a result, any water source failure in the near term puts the City at risk of limiting water use in the near term.

Currently when planning for water supply, a certain amount of supply redundancy is added to ensure adequate supply during emergency conditions such as tunnel collapse or other mechanical failures that would limit certain sources. Staff has used a redundant supply equal to the total Judge and Spiro Tunnel supplies. This equates to about 20% redundant supply in terms of peak day demand.

Estimated Park City Supply and Demand

Supply and Demand	gpm	acre-ft per year
Current Dry Year Supply	7,550	6,681
Current Tunnel Supply	2,575	2,817
Total Dry Year Supply	10,125	9,498
Build Out Demand	10,917	7,532
Tunnel Redundancy	2,575	2,817
Total Build out Supply Needed	13,492	10,349
New Growth Shortage/Surplus	-792	1,966
Redundancy Shortage	-2,575	-2,817
Total Supply Shortage	-3,367	-851

Staff has used the best available data and estimating methods to project the supply and demand and are confident we can base general long term water supply planning on this information. However, this information will require review and adjustment on an annual basis to account for changing growth patterns, climate change effects, and other factors effecting water supply and demand.

Analysis:

The Master Agreement provides Park City and other participants the ability to enter into water sales contracts with WBWCD to satisfy their water demands and WBWCD will take the lead on delivering the needed water supply. In the short term, this would be done by utilizing existing surplus water resources that currently exist within the Snyderville Basin. In the long term, additional water supply and infrastructure would be required and WBWCD would be responsible for selecting, constructing, and operating new water supply and/or storage projects.

The list below provides the basic concepts and main intent of the Master Agreement. The Master Agreement is also attached for review.

- On an annual basis, each participant will provide to WBWCD rolling 10-Year Projections of Excess Capacity, Surplus Water and Demand.
    - Excess Capacity is each participant's excess capacity in treatment, transmission, and distribution facilities that WBWCD could use to treat, convey, and distribute water to other participants.
    - Surplus Water is water that is surplus to each participant's demands that WBWCD could supply to other participants with demand.
    - Demand is each participant's water demand needs.
- On an annual basis, each participant will provide to WBWCD rolling 5-Year commitments for WBWCD's use of Excess Capacity of their Facilities and Surplus Water.
- Exchange, comingling and joint use of Mountain Regional's, Park City Water's and Summit Water's water sources and facilities at Weber Basin's direction to deliver raw and finished water.
- Weber Basin to construct three-way interconnection that will connect Park City, SWDC, and MRWSSD's water systems together.
- Participants will cooperate to establish reasonable minimum stream flows.
- Weber Basin will construct additional facilities based on the participants Excess Capacity Schedules, Surplus Water Schedules, and Demand Schedules.
    - When Park City Water, Mountain Regional and Summit Water have Demand, they will execute water sales contracts with Weber Basin providing for credits and charges for Surplus Water and rolling 5-year commitment to purchase raw and finished water.
- Weber Basin's obligation limited to water available prior to 2018 and subject to execution of and terms of water sales contracts.

Department Review:
This staff report has been reviewed by Water, Legal, & Executive.

Alternatives:

A. Approve:
Council could approve execution of the Master Agreement.

B. Deny:
Council could deny execution of the Master Agreement. Denying the execution of the Master Agreement would potentially eliminate the opportunity of a regional

water supply system as described in this agreement. In order to satisfy the City's projected water supply deficit, Staff would need to explore other water supply options, more frequent watering restrictions, or a combination of both. Alternative water supply scenarios could also cost substantially more and may not be as reliable as the system described in the Master Agreement.

C. Modify:
Council could direct staff to propose modifications of the Master Agreement. Staff has been working over the past 6 months on the terms of the agreement and feels that at this time it is unlikely that all Party's to the agreement would be open to modification of the terms. This would also delay execution of the agreement. Weber Basin has indicated that their Board of Directors may not entertain a time extension of the current Master Agreement. Therefore, by delaying the agreement, Park City risks losing the current opportunity in its current form.

C. Continue:
Council could continue execution of the Master Agreement. Continuing this item would delay execution of the agreement. Weber Basin has indicated that their Board of Directors may not entertain a time extension of the current Master Agreement. Therefore, by continuing the agreement, Park City risks losing the current opportunity in its current form.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination **(Economic Impact)**	**Preserving & Enhancing the Natural Environment** **(Environmental Impact)**
Which Desired Outcomes might the Recommended Action Impact?	+ Multi-seasonal destination for recreational opportunities	+ Managed natural resources balancing ecosystem needs + Enhanced w ater quality and high customer confidence + Effective w ater conservation program + Adequate and reliable w ater supply
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Very Positive

Funding Source:

Any costs associated with the Master Agreement will be paid by water user fees and water impact fees.

Consequences of not taking the recommended action:
Staff would pursue other opportunities for securing an adequate water supply for the future. This would likely come at a greater cost and would limit the available options to the City.

Recommendation:
Staff recommends Council authorize the City Manager to execute the Western Summit County Project Master Agreement between Weber Basin Water Conservancy District, Park City Water Service District, Mountain Regional Water Special Service District, Summit Water Distribution Company, Snyderville Basin Water Reclamation District, Trilogy Limited, Leon H. Saunders, and Summit County, in a form approved by the City Attorney.