



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
June 11, 2020**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, June 11, 2020.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

This meeting will be an electronic meeting as permitted by Park City Open and Public Meeting Resolution 18-2020, adopted March 19, 2020. Some Council members will connect electronically and some will meet in Council Chambers. Public comments will be accepted in person or virtually.

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

CLOSED SESSION - 2:00 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION

3:10 p.m. – FY2020-21 City Manager’s Recommended Budget: Presentation and Review
[FY2021 Budget Staff Report](#)

[Exhibit A: Budget Summary by BFO Program](#)

[Exhibit B: Fee Schedule Amendments](#)

[Exhibit C: Special Service Contracts Committee Funding Recommendations](#)

[Exhibit D: Public Contracting Policy Changes](#)

[Exhibit E: Council Compensation Ordinance FY21](#)

4:10 p.m. - Review Temporary Changes to Housing Requirements
[Temporary Changes to Affordable Housing Requirements Staff Report](#)

4:25 p.m. - Discuss Changes to Park City’s Strategy for Sequencing City-Owned
Affordable Housing Developments

[Changes to Affordable Housing Pipeline Staff Report](#)

[Attachment A: Housing Pipeline Scenarios.pdf](#)

[Attachment B: Woodside Park Phase 2 Redesign Options](#)

[Attachment C: 100 Marsac Development Options](#)

[Attachment D: 100 Marsac Subdivision Options](#)

5:25 p.m. - Review Possible Amendments to Housing Resolution 03-2017
[Housing Resolution Amendments Staff Report](#)

5:55 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

1. Consideration to Appoint Jennifer Adler, Seth Beal, and Bruce Kasanoff and Reappoint Sarah Hall to Serve on the Library Board for Three-Year Terms Beginning July 2021
(A) Public Input (B) Action
[Library Board Appointments Staff Report](#)
[Exhibit A: FY2021 Library Board Appointments](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Public Utilities Sustainability Article
[Public Utilities Sustainability Staff Report](#)
2. COVID-19 Related Rent Abatement for Tenants of City-Owned Facilities
[COVID-19 Related Rent Abatement for Tenants of Certain City-Owned Properties Staff Report](#)

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

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from May 14, 21, and 28, 2020
[May 14, 2020 Minutes](#)
[May 21, 2020 Minutes](#)
[May 28, 2020 Minutes](#)

VI. CONSENT AGENDA

1. Request to Approve Lease Addendum One in a Form Approved by the City Attorney for the 1302 Norfolk Avenue Residential Rental Agreement
[1302 Norfolk Rental Agreement Addendum Staff Report](#)
[Exhibit A: 1302 Norfolk Lease Agreement Addendum 1](#)
2. Request to Authorize the City Manager to Amend the Existing Contract between Park City Municipal and Horrocks Engineers, for an Additional Amount Not to Exceed \$145,310 for

Construction Management of the SR-248/Kearns Boulevard Tunnel
[SR248 Construction Amendment Staff Report](#)
[Exhibit A: Additional Scope of Services](#)

3. Request to Approve a One Year Extension to the Property Lease for the Park City Cooperative Preschool (PCCP) in a Form Approved by the City Attorney
[PCCP One Year Extension Staff Report](#)
[Exhibit A: PCCP Property Lease Addendum Extension Draft](#)
[Exhibit B: PCCP Statement Enrollment History](#)
4. Request to Approve a One Year Extension to the Property Lease for Park City Film (PCF) in a Form Approved by the City Attorney
[PC Film Lease Extension Staff Report](#)
[Exhibit A: PCF Property Lease Addendum Extension - Draft](#)
[Exhibit B: PCF Overview](#)
5. Request to Authorize the City Manager to Execute Amendment No. 1 to the Construction Agreement, in a Form Approved by the City Attorney, with Harrison Western Construction Corporation Inc., to Fund the Spiro Mine Tunnel Protection and Reconstruction Project, Not to Exceed \$4,500,000
[Spiro Mine Tunnel Reconstruction Contract Staff Report](#)
[Exhibit A: Spiro Tunnel and Portal Budget Item List](#)
6. Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney, with Lithos Engineering Inc., for the Spiro Mine Tunnel Reconstruction Project in an Amount Not to Exceed \$265,000.00
[Spiro Mine Tunnel Engineering Services Staff Report](#)
[Exhibit A: Scope of Work](#)
7. Request to Adopt Resolution 13-2020, a Resolution Approving Amendments to the Central Wasatch Commission Interlocal Agreement and Admitting the Town of Brighton as a Member of the Central Wasatch Commission
[2020 CWC Interlocal Agreement Staff Report](#)
[Exhibit A: CWC Member Interlocal Agreement Resolution](#)
[Exhibit B: CWC Interlocal Agreement Article V](#)
[Exhibit C: CWC Interlocal Agreement Article V - Redlined](#)

VII. OLD BUSINESS

1. Discuss Potential Changes to the Proposed 2020 Kimball Arts Festival Supplemental Plan (A) Public Input
[Kimball Arts Festival 2020 Event Staff Report](#)
[Exhibit A: Kimball Arts Festival Background and Year Over Year Economic Impact and Attendance](#)

VIII. NEW BUSINESS

1. Letter from Mayor, City Council, Chief Wade Carpenter and City Manager Matt Dias after the Events in Minneapolis, Minnesota and Ensuing Protests around the U.S.
(A) Public Input
[June 4, 2020 Letter from the Mayor, City Council, Police Chief and City Manager](#)
2. FY2020-21 City Manager's Recommended Budget
(A) Public Hearing (B) Continue to June 18, 2020
[FY2021 Budget Staff Report](#)
[Exhibit A: Budget Summary by BFO Program](#)
[Exhibit B: Fee Schedule Amendments](#)
[Exhibit C: Special Service Contracts Committee Funding Recommendations](#)
[Exhibit D: Public Contracting Policy Changes](#)
[Exhibit E: Council Compensation FY21](#)
3. Council Compensation Ordinance
(A) Public Hearing (B) Continue to June 18, 2020
[Council Compensation FY21 Ordinance](#)
4. Consideration to Approve Ordinance 2020-23, an Ordinance Approving the Snow Park Residences Condominium Plat at 2290 Deer Valley Drive East, Park City, Utah
(A) Public Hearing (B) Action
[St. Regis Condo Plat Staff Report and Ordinance](#)
[Exhibit A: St Regis 1st Amended HMP 8-2019](#)
[Exhibit B: Deer Crest Settlement Agreement](#)
[Exhibit C: CUP Action Letter 4.18.16](#)
[Exhibit D: Deer Valley Twelfth Amended and Restated MPD](#)
[Exhibit E: Parking and Unit Equivalent Analysis](#)
[Exhibit F: St. Regis Parking Phases](#)
[Exhibit G: Phase 2 Square Footage Calculations](#)
[Exhibit H: Email from Applicant Re St. Regis Trails at Snow Park](#)
5. Consideration to Approve Ordinance 2020-24, an Ordinance Approving the 1121 Norfolk Avenue Plat Amendment, Located at 1121 Norfolk Avenue, Park City, Utah
(A) Public Hearing (B) Possible Action
[1121 Norfolk Ave Plat Amendment Staff Report](#)
[Exhibit A: Draft Ordinance](#)
[Exhibit B: Current Plat](#)
[Exhibit C: Applicants Project Intent](#)
[Exhibit D: Existing Conditions Survey](#)
[Exhibit E: Aerial Photograph](#)
[Exhibit F: Site Photographs](#)
6. Consideration to Approve Ordinance 2020-25, an Ordinance Amending Park City Municipal Code Title 2, Chapter 4, Section 9 – Bonding of City Officials, to Reflect Changes in State Law
(A) Public Hearing (B) Action

IX. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Penny Frates

Submitting Department: Budget, Debt & Grants

Item Type: Work Session

Agenda Section:

Subject:

3:10 p.m. – FY2020-21 City Manager's Recommended Budget: Presentation and Review

Suggested Action:

Staff recommends a number of changes to the operating budget, special service contracts and fee schedule for FY21. Feedback on these recommendations from City Council is requested in order for the budget and fee schedule to be adopted on June 18, 2020.

Attachments:

[FY2021 Budget Staff Report](#)

[Exhibit A: Budget Summary by BFO Program](#)

[Exhibit B: Fee Schedule Amendments](#)

[Exhibit C: Special Service Contracts Committee Funding Recommendations](#)

[Exhibit D: Public Contracting Policy Changes](#)

[Exhibit E: Council Compensation Ordinance FY21](#)

City Council Staff Report



Subject: FY20 & FY21 Recommended Operating Budget
Authors: Jed Briggs, Penny Frates & Josh Miller
Department: Budget, Debt, & Grants
Date: June 11, 2020
Type of Item: Informational/Legislative

Summary Recommendation:

Staff recommends a number of changes to the Operating Budget, Special Service Contracts, and Fee Schedule for the FY21 Budget. Feedback on these recommendations from City Council is requested in order for the budget and fee schedule to be adopted on June 18, 2020.

Staff also recommends Council hold a public hearing regarding the Council Compensation ordinance, to be adopted on June 18.

The FY21 budget is built upon an initial 21% revenue shortfall projection, and will be revisited within 90 days from July 1, 2020, for potential re-adoption and adjustment, once the financial implications of COVID-19 are better understood.

Background:

Due to the financial impacts of COVID-19, the Budget Department projects a revenue loss of 21% in the General Fund. The shortfall is driven by a combination of lost sales tax and fee revenues. In many respects, the City's financial strategy is consistent with industry best practices in terms of utilizing some portion of emergency and reserve funds complimented by expenditure reductions to address the projected shortfall. This strategy will provide PCMC the ability to maintain core levels of service for the next 90 days. Overall, Park City's General and Capital Improvement Funds are well positioned to help sustain and augment municipal operations during an economic downturn.

Staff presented the Tentative Budget on May 14, 2020, as required by State law, which was adopted by Council. Subsequent budget hearings and updates were held on May 14 and 21, and are planned for June 11 and 18, with final budget adoption on June 18, 2020. The truncated timeline is reflective of the provisional budget strategy outlined above and includes across the board budget reductions, suspending hiring, and use of emergency reserves and deferring capital projects.

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

May 14 – Work Session - [Presentation and adoption of the Tentative Budget](#), Budget Overview & Timeline

May 21 – Work Session - [Capital Budget](#), 5-year CIP

June 11 – Work Session - Operating Budget, Special Service Contracts, City Fee Resolution, Compensation Ordinance, Budget Policies and Outstanding Budget Issues

June 18 – Work Session and New/Old Business - Presentation and Adoption of Provisional Budget, Council Compensation, Redevelopment Agency Meeting - Public Hearing & adoption of the RDA Budgets, Municipal Building Authority meeting - Public Hearing & adoption of the MBA Budget

Analysis:

Operating Budget

The City employs a Budgeting for Outcomes (BFO) process that focuses on Council priorities and objectives as the driving factor for determining the annual budget. By establishing priorities within Council goals, the City can make better-informed decisions regarding the prioritization and cost of City services and programs. Due to the impacts of COVID-19, we were presented with the unique challenge of reducing budgets while maintaining levels of service.

Every municipal department and division has been asked to implement serious operating budget reductions, while trying to maintain and even meet, new levels of demand created from COVID-19. This is only possible for 90 days, until which time more severe reductions may be necessary, including deeper programmatic cuts and strategic reductions in force. For the time being, PCMC has benefited greatly, particularly in terms of its labor savings, due to the time of year COVID-19 impacts were first felt. For example, seasonal staff was close to completing their winter responsibilities.

In terms of reducing labor and operating costs to address the significant revenue shortfall, across the board reductions were levied on departmental budgets. Staff projected a five-year spending average to target reductions to next year's part-time, overtime, materials, and contract services budgets then proactively removed one-time expenses related to FY20, resulting in nearly \$4 million in savings (details in Attachment A – Budget Summary by BFO Program). One-time expenses include vehicle purchases, temporary contract funding, and grant reimbursements.

Ideally, the Budget Department would have worked more in-depth with managers to identify the least impactful services resulting in more targeted budget cuts; however, because the financial crisis hit so fast, decisive action was needed to meet statutory budgeting deadlines. Despite the top-down approach, consideration was given to programs that scored higher within the BFO evaluation criteria, meaning the program tied to a critical priority or essential service were mostly preserved at or near current budget levels.

The initial budget is designed to preserve levels of municipal services, at least for the first 90 days of FY21. Thus, the BFO process acted as a guide for making \$3.9M in budget cuts Citywide. Sources of expense reductions and controls are listed below in the FY21 department budgets reductions chart.

Please note that these departmental budgets do not include adjustments associated with health insurance, utilities, and interfund transfers, as these were handled internally by the Budget Department.

FY21 Budget by Department

Department	FY20	FY21	Variance FY 2021	Explanation
40011 CITY COUNCIL	\$394,355	\$387,505	-\$6,850	Reduction in materials
40021 CITY MANAGER	\$1,192,016	\$952,886	-\$239,130	Reductions in materials & contract services and one-time expenses in staff support from FY20
40023 ELECTIONS	\$13,000	\$13,000	\$0	
40031 CITY ATTORNEY	\$1,171,241	\$1,138,442	-\$32,799	Reductions in part-time, overtime, materials & contract services
40034 BUDGET, DEBT & GRANTS	\$444,644	\$419,859	-\$24,785	Reductions in materials and contract services
40062 HUMAN RESOURCES	\$831,019	\$760,008	-\$71,012	Reductions in part-time staff, materials & contract services
40072 FINANCE	\$838,887	\$809,516	-\$29,371	Reductions in part-time staff and materials
40082 TECHNICAL & CUSTOMER SERVICES	\$1,861,050	\$1,770,465	-\$90,585	Reductions in part-time staff, contract services, utilities and materials
40091 BLDG MAINT ADM	\$1,578,375	\$1,484,755	-\$93,621	Reductions in part-time staff, materials, contract services & utilities, capital outlays and one-time expense of \$70k in building repair/maint in FY20
40092 PC MARC	\$1,354,852	\$1,249,623	-\$105,229	Reductions in part-time staff, overtime, materials, utilities and capital outlays
40093 TENNIS	\$1,010,164	\$916,338	-\$93,825	Reductions in part-time staff, materials and parts & maintenance
40094 MCPOLIN BARN	\$48,052	\$47,727	-\$325	
40095 ICE FACILITY	\$1,017,508	\$955,358	-\$62,150	Reductions in part-time staff, materials & contract services
40096 FIELDS	\$327,046	\$291,266	-\$35,780	Reductions in part-time staff and parts & maintenance and capital outlays
40098 RECREATION PROGRAMS	\$810,100	\$770,384	-\$39,715	Reductions in part-time staff, materials, contract services and parts & maintenance. Parks/Fields & Cemetery programs moved to dept. 40412 in FY21
40100 COMMUNITY ENGAGEMENT	\$375,677	\$358,624	-\$17,053	Reductions in materials and contract services
40101 ECONOMY	\$1,087,361	\$1,078,907	-\$8,454	Reductions in materials, contract services and parts & maintenance
40104 ENVIRONMENTAL SUSTAINABILITY	\$773,405	\$734,088	-\$39,317	Reductions in materials and contract services
40118 LEAD TRAINING	\$40,000	\$10,000	-\$30,000	Reduction in materials

Department	FY20	FY21	Variance FY 2021	Explanation
40132 SELF INS & SEC BOND	\$1,021,500	\$1,021,500	\$0	
40135 SPECIAL SERV CONTRACTS	\$630,000	\$630,000	\$0	
40136 LEADERSHIP	\$124,120	\$120,070	-\$4,050	Reduction in parts & maintenance
40139 WORKERS COMP	\$275,000	\$275,000	\$0	
40141 DENTAL SELF FUNDING	\$336,560	\$336,560	\$0	
40148 EMERGENCY MANAGEMENT	\$258,524	\$249,673	-\$8,851	Reduction in contract services
40149 ARTS & CULTURE	\$600,691	\$317,991	-\$282,700	Reduction in utilities and contract services
40150 BONANZA FLAT OPERATIONS	\$30,000	\$20,000	-\$10,000	Reduction in contract services
40151 SOCIAL EQUITY	\$148,028	\$148,028	\$0	
40221 POLICE	\$6,473,263	\$6,355,409	-\$117,854	Reductions in overtime, materials and capital outlays and \$65k in one-time expenses for FY20
40222 DRUG EDUCATION	\$32,920	\$32,920	\$0	
40223 STATE LIQUOR ENFORCEMENT	\$64,817	\$65,717	\$900	
40231 COMMUNICATION CENTER	\$620,000	\$620,000	\$0	
40311 COMM DEVELOP ADMIN	\$491,005	\$484,235	-\$6,770	Reduction in materials
40313 ENGINEERING	\$634,762	\$597,199	-\$37,563	Reductions in overtime, materials, contract services and one-time expenses in Project Management in FY20
40342 PLANNING DEPT.	\$1,259,112	\$1,232,300	-\$26,812	Reductions in overtime, materials & contract services
40352 BUILDING DEPT.	\$2,441,665	\$2,313,208	-\$128,457	Reductions in overtime, materials, contract services , capital outlays and one-time expenses of \$50k in Fire Safety & Inspections in FY20
40412 PARKS & CEMETERY	\$2,096,943	\$2,090,494	-\$6,449	Reductions in part-time staff, contract services & utilities
40421 STREET MAINTENANCE	\$2,581,993	\$2,542,100	-\$39,893	Reductions in part-time staff, materials, contract services, utilities and parts & maintenance
40423 STREET LIGHTS/SIGN	\$190,100	\$162,600	-\$27,500	Reductions in materials, utilities and capital outlays
40424 SWEDE ALLEY PARKING STRUCT.	\$45,525	\$42,600	-\$2,925	Reductions in materials and contract services
40451 WATER OPERATIONS	\$8,812,542	\$8,556,731	-\$255,812	Reduction in utilities
40455 STORM WATER OPER	\$1,126,733	\$1,021,055	-\$105,678	Reductions in personnel, materials, utilities, contract services and \$90k in one-time expenses in FY20

Department	FY20	FY21	Variance FY 2021	Explanation
40471 FLEET SERVICES DEPT	\$2,946,730	\$2,855,574	-\$91,156	Reductions in utilities and parts & maintenance
40481 TRANSPORTATION OPER	\$14,854,261	\$13,755,729	-\$1,098,532	Reduction in part-time staff & materials
40485 TRANSPORTATION PLANNING	\$860,346	\$779,961	-\$80,385	Reductions in contract services
40500 PARKING	\$1,773,954	\$1,621,300	-\$152,653	Reductions in part-time staff, materials and \$112k in one-time expenses in FY20
40551 LIBRARY	\$1,401,848	\$1,379,766	-\$22,082	Reductions in materials and contract services
40564 GOLF MAINTENANCE	\$815,668	\$756,141	-\$59,527	Reductions in materials, contract services, parts & maintenance and \$37k in one-time expenses in FY20
40571 GOLF PRO SHOP	\$814,047	\$810,426	-\$3,621	Reduction in part-time staff
40981 CONTINGENCY/GENERAL	\$150,000	\$100,000	-\$50,000	Contingency reduction
40982 CONTINGENCY/SALARY	\$100,000	\$0	-\$100,000	Contingency reduction
40985 CONTINGENCY/SNOW REMOVAL	\$50,000	\$50,000	\$0	
40986 CONTINGENCY/COUNCIL	\$250,000	\$50,000	-\$200,000	Reduction in one-time contingency funds. Return to previous level
40990 EMERGENCY CONTINGENCY	\$90,000	\$250,000	\$160,000	Emergency contingency added due to COVID-19
42170 DESTINATION TOURISM	\$75,000	\$25,000	-\$50,000	Reduction based off of spending patterns
42180 SUNDANCE MITIGATION	\$320,000	\$302,600	-\$17,400	Reduction based off of spending patterns
42181 ECONOMIC DEVELOPMENT GRANT	\$10,000	\$10,000	\$0	
42182 PUBLIC ART	\$7,000	\$7,000	\$0	
42183 MENTAL HEALTH	\$60,000	\$60,000	\$0	
42185 PSSM LONG TERM AGREEMENT	\$20,000	\$0	-\$20,000	Reduction based off of spending patterns
42190 MARSAC-SWEDE CONDO HOA	\$13,000	\$13,000	\$0	
42305 ABATEMENT	\$48,688	\$48,688	\$0	
42310 HISTORICAL INCENTIVE GRANT	\$127,136	\$127,136	\$0	
43010 BUSINESS IMPROVEMENT DISTRICT	\$64,419	\$64,419	\$0	
43303 MAIN STREET RDA	\$20,000	\$20,000	\$0	
43328 LOWER PARK AVENUE RDA	\$157,596	\$157,596	\$0	
Total	\$70,494,245	\$66,628,479	-\$3,865,766	

FY21 Budget by Fund				
Fund	Name	FY20 Budget	FY21 Budget	Variance
11	General Fund	\$ 36,967,816	\$ 35,047,343	\$ (1,920,473)
12	Quinns Park Recreation Complex	\$ 1,344,554	\$ 1,246,624	\$ (97,929)
23	Lower Park Avenue RDA	\$ 157,596	\$ 157,596	\$ -
34	Main Street RDA	\$ 20,000	\$ 20,000	\$ -
51	Water Fund	\$ 8,812,542	\$ 8,556,731	\$ (255,812)
52	Storm Water Fund	\$ 1,126,733	\$ 1,021,055	\$ (105,678)
55	Golf Fund	\$ 1,629,714	\$ 1,566,566	\$ (63,148)
57	Transportation Fund	\$ 15,714,606	\$ 14,535,689	\$ (1,178,917)
58	Parking Fund	\$ 1,773,954	\$ 1,621,300	\$ (152,653)
62	Fleet Services Fund	\$ 2,946,730	\$ 2,855,574	\$ (91,156)
Total		\$ 70,494,245	\$ 66,628,479	\$ (3,865,766)

Personnel

The Budget department performed in-depth analysis on part-time staffing plans and implemented reductions that aligned with historical spending averages, while meeting demand-based service levels. This resulted in a reduction of over 12 budgeted part-time FTE's compared to FY20. In addition, the City proactively implemented a broad hiring freeze and suspended recruitments for vacant and full-time positions. Seasonal and part-time positions will not be filled until necessary.

Currently, the City is holding approximately 50-75 summer positions vacant. Overall, the City is operating with approximately 100 less employees than it was at this time last year. Additionally, department managers are further analyzing their part-time staffing plans to realize savings due to reduction in demand, limited operating hours and event cancellations. The additional savings projection for FY21, beyond the recommended budgets cuts, is approximately \$380,000 with the majority coming from Police, due to a substantially reduced events schedule and intensity, and Parks as a result of working with a smaller crew.

Additional savings were attained from departments that are delaying hiring, working with less staff due to lower demand and disruption of seasonal schedules.

FTE by Fund				
Fund	Fund Name	FY 2020(Adj)	FY21	Change
11	General Fund	221.41	216.48	-4.93
12	Quinn's Recreation Complex	11.57	10.88	-0.69
23	Lower Park Avenue RDA	0.50	0.50	
51	Water Fund	29.21	29.21	
55	Golf Fund	16.65	16.65	
57	Transportation Fund	124.64	117.59	-7.05
58	Parking Fund	10.70	10.70	
62	Fleet Services Fund	9.85	9.85	
52	Storm Water Fund	5.90	5.90	
	TOTAL	430.43	417.76	-12.67

Benefits

The cost of the Tier 2 Public Safety system retirement increased under Utah State Senate Bill 129 (2019) and 56 (2020); participating entities can elect to cover the costs of the increase or pass it on to employees. Staff recommends that the City absorb the change due to the competitive environment of recruiting and retaining quality police officers. The cost is a 2.27% match of employee pay without overtime, and does not exceed the cost for Tier 1 public safety employees, which is how they are all currently budgeted. Thus, no budget increase is necessary. This change will become effective July 1, 2020.

City Utilities

Utility budgets in all departments were evaluated through a model that calculates average usage over the past three years. This year the model resulted in utility decreases in many departments due to a focus on sustainability, and an increase in a few other departments. Overall, the utility budget for the city will see a decrease of \$279,944 (the majority of this decrease comes from the large water utility budget cut).

Fund	FY20	FY21	Change
11 - General Fund	\$ 913,300	\$ 842,900	\$ (70,400)
12 - Quinn's	\$ 157,500	\$ 158,000	\$ 500
33 - Lower Park RDA	\$ 16,300	\$ 32,900	\$ 16,600
51 - Water	\$1,408,600	\$1,162,500	\$(246,100)
52 - Storm Water	\$ 32,600	\$ 30,500	\$ (2,100)
57 - Golf	\$ 39,900	\$ 39,900	\$ -
57 - Transportation	\$ 277,744	\$ 301,200	\$ 23,456
Total Utility Budget	\$2,694,844	\$2,414,900	\$(279,944)

In March, as part of the COVID-19 response and recession plan, departments were asked to identify expenditures that would result in a 5% cut to operating budgets. Both the Public Works and Water departments chose to cut their utilities budgets as part of these decreases. In a wider cost savings plan, Water has implemented an aggressive conservation program as well as leak detection and repair to reduce water usage. These measures will also reduce electrical costs as well as wear and tear on expensive pumping, transmission, and distribution equipment.

Special Service Contracts

As part of the budget process, Council appropriates funds to contract with nonprofit organizations offering services consistent with the needs and goals of the City. Over the last year and a half, the Special Service Contract (SSC) process was revised to better fit the needs of the community. As part of the revision, Council and the SSC subcommittee decided to separate regular services and special services. Regular service contracts will be handled by the appropriate department where possible and special services will remain in the Budget department.

Staff recommends modifications to the City's contract policy (Exhibit D). Changes include removing the specific categories of contracts and updating them according to Council discretion. The contract length for services deemed "regular" are also extended from two to four years, and managers are working on RFP's to send out once the FY21 budget is approved.

According to City policy, up to one percent of the City's total combined operating budget may be allocated for Special Service Contracts, or roughly \$630k. For FY21, the SSC budget is split up into three parts as follows:

1. \$250,000 – Regular Special Service Contracts
2. \$130,000 – Allocated to Department Specific Regular Services

3. \$250,000 – Allocated to future relief funding and social equity type services

Special Service Contracts are awarded through a competitive application process. A request for proposals (RFP) was issued on May 4, 2020, and posted on the City website. Letters announcing the RFP were also sent to previous awardees. Applications were accepted through May 17 and submitted to the SSC subcommittee for review. This Subcommittee included Council Members Gerber and Joyce, as well as City staff.

The selection process involved an examination of each application to determine how well it fit the criteria outlined in the City's Public Service Contract Policy and matched with Council's goals and priorities. The applications were then evaluated based on the outcome of the criteria match. Using this evaluation, the committee allocated funding available in the special service contract budget.

A summary of the recommendations from the SSC Subcommittee is found below with a more detailed version in Exhibit C.

Category	Applicant	FY2021 Recommended Amount
Education	PC Education Foundation	\$50,000
	PC Tots	\$50,000
Emergency Assistance	Holy Cross Ministries	\$10,000
	Jewish Family Service	\$10,000
	Christian Center	\$30,000
Food Pantry	Christian Center	\$10,000
Medical Treatment	Jewish Family Service	\$10,000
	People's Health Clinic	\$40,000
Safe Haven	Peace House, Inc.	\$40,000

The SSC Subcommittee is also recommending the following budgets for these specific services. An RFP hasn't been issued for these services yet, but will be soon by the respective departments. The budgets will help to determine the "not to exceed" amount for each contract.

Potential Department Specific Regular Service Budgets	
Park City History	\$ 25,000
Sister City	\$ 8,500
Trails	\$ 15,000
Waste/Recycling	\$ 50,000
Housing Outreach	\$ 15,000
Legal Mediation	\$ 15,000
Total	\$ 128,500

City Service Fees (changes to the Fee Schedule)

The following departments are proposing to make changes to the City's Fee Schedule:

Police

\$15 Fingerprinting fee

Currently, the Police Department is using an obsolete process of obtaining fingerprints through the use of ink pads and fingerprint cards. Not only is the process messy and time consuming, but most critically, the error rejection rate from BCI and the FBI is over 90%. The purchase of a new digital device will allow Police to know instantaneously if the fingerprints are acceptable and can be sent electronically to the appropriate agency. The initial cost of the device was close to \$5,000.00. There is also an annual software contract of \$500.00.

Elections

Municipal Election Filing Fees:

\$150 Mayoral filing fee; or

\$100 Council filing fee

On March 19, 2020, Council passed an ordinance to initiate election filing fees for Mayor and City Council candidates.

Library

Removing the following Fees:

Wasatch County Student Cards \$15 per year

Organization card - non-profit \$45 per year

Organization card - for-profit \$55 per year

In an effort to streamline processes, the library department realigned the library cards and is now able to offer the same service by combining similar types of cards. For Non-Residents, the library now offers a 6 month card for \$20 in addition to the one year card for \$40.

Planning

\$1 mailing fee

Currently, when an applicant submits an application, they are required to submit along with a stamped and addressed envelope for anyone in the notice area (varies by the type of application). Planning staff prints the letters and return address on envelopes, then mails. Many are returned because the addresses may no longer be current (some of the applications were turned in over 10 years ago, with most being 2-3 years old at the time the mailers are sent). Planning Staff is proposing to replace the existing system with a postcard system and asking the applicant to cover \$1.00 of the mailer cost.

Ice (New Fees Listed)

Hourly Rate Increases:

Local Rate (Summit or Wasatch County Resident) \$225

Non Resident, Not for Profit \$250

Camp \$300

New Cleaning Fees for Events

Bleachers \$200/day

Catering Fee \$150

Scheduling Impact Fee \$150

Hockey Skate Sharpening \$85.50

Goalie Skate Sharpening \$6.50

Figure Skate Sharpening \$10.00

Custom Radius \$30.00

Figure Skate Sealing \$30.00

Rivets Replacements \$2.50 (ea.)

Prior to the pandemic, Park City Ice Arena was anticipating small fee increases for FY21 to help mitigate recent, increased expenses for materials, supplies, and personnel. In light of the pandemic, staff is proposing fee increases in skate services, ice rentals and events to help mitigate increased costs. Fees in these areas have not increased in the last two years while expenses have.

Hourly ice rental rates are not changing for User Groups as an increase would directly impact hundreds of families in Summit and Wasatch Counties. Ice rental fees are increasing for residents, camps and a new rate for non-resident, not for profit is being added. Although the resident rate is increasing \$10 per hour, typically rentals are only one to two hours long so the overall impact is minimal.

Event fees are being introduced for bleacher rental, catering fees and scheduling impacts. These event fees help mitigate the financial cost of accommodating large events that require additional staffing and adjustments to the regular ice schedule. Skate sharpening fees are also increasing by \$3 per service. The cost for supplies to deliver skate services have increased in the last year and the current rates are less than some of other rinks in the area (for which we are generally priced slightly higher).

Public Utilities

The Public Utilities department is making a 3% increase to all water fees, excluding the energy surcharge. This is needed to meet the cost of water service and capital projects currently planned or underway, such as the Three Kings Water Treatment Plant.

The department is also proposing an additional 10% increase to Water Irrigation Meters base rates. This is based on Council direction from 2016 to make equal the annual amount charged for meter base rates between the Irrigation Meter Class (which is typically billed 6 months of the year) and the Multi-Family/Commercial Meter Class base rate (which is billed 12 months of the year). Since 2016 Irrigation base rates have increased 10% a year per year, and if this continues will reach equalization in FY 2024. Staff recommended this change, as it appeared unfair that irrigation accounts, which require water during the more difficult period of the year, were paying less on an annual basis for their connection to the system than commercial accounts. For context, there are 179 Irrigation Accounts that represent 3% of total accounts.

There is a 3% increase to the Storm Water ESU charge, the basis of all Storm Water billing. This is needed to meet operational and capital expenses of the Storm Water fund. Important to note, the ESU charge has currently been halved in recognition of the financial impact that COVID-19 is having on the community. This will continue through the August billing, based on the Council adopted emergency proclamation. Staff has also removed the sunset date for the green infrastructure Storm Water credit. The credit was initially set to expire on June 30, 2020, but will continue because of this change.

The default Residential ESU Map was also updated to reflect the construction that has occurred in Park City Heights first phase. A new average decreases the default ESU count of 4 to a default of 2, resulting in a lower charge. All other zones remain the same.

Department Review:

This report has been reviewed by the Budget, Legal, and City Manager departments.

Exhibits:

A – Budget Summary by BFO Program

B – Excerpts showing changes to Fee Schedule

C – SSC Committee Funding Recommendations

D – Public Contracting Policy Changes

E – Council Compensation Ordinance

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40011 CITY COUNCIL								
Community Outreach and Citizen Engagement	22	1	\$197,177	\$197,177	\$195,977	-\$1,200	\$196,397	Reduction in materials based on 5 year spending average
Policy Creation & Implementation	20	2	\$197,177	\$197,177	\$191,527	-\$5,650	\$191,947	
Total 40011 CITY COUNCIL			\$394,355	\$394,355	\$387,505	-\$6,850	\$388,345	
40021 CITY MANAGER								
Elections	25	1	\$10,269	\$10,303	\$10,903	\$634	\$21,987	Reductions in materials & contract services based on 5 year spending average and one-time expenses in staff support of \$209k from FY20
City Recorder	24	1	\$145,588	\$145,063	\$138,741	-\$6,847	\$139,601	
Community Outreach and Citizen Engagement	22	1	\$240,363	\$233,811	\$225,541	-\$14,822	\$226,733	
Policy Creation & Implementation	20	2	\$79,483	\$79,962	\$94,988	\$15,505	\$95,297	
Council & Board Support	20	2	\$129,522	\$122,915	\$117,767	-\$11,754	\$118,297	
Staff Support	19	2	\$419,137	\$209,872	\$217,672	-\$201,465	\$207,631	
Legislative Liaison	16	3	\$112,395	\$112,825	\$91,945	-\$20,450	\$92,283	
Leadership Park City	12	4	\$55,260	\$55,328	\$55,328	\$68	\$55,775	
Total 40021 CITY MANAGER			\$1,192,016	\$970,080	\$952,886	-\$239,130	\$957,604	
40023 ELECTIONS								
Elections	25	1	\$13,000	\$13,000	\$13,000	\$0	\$13,000	
Total 40023 ELECTIONS			\$13,000	\$13,000	\$13,000	\$0	\$13,000	
40031 CITY ATTORNEY								
Prosecution	25	1	\$236,538	\$235,182	\$229,680	-\$6,859	\$229,680	Reductions in OT, part-time, materials & contract services based on 5 year spending average
Water Rights/Water Projects	21	1	\$110,950	\$115,394	\$128,939	\$17,989	\$128,939	
General Legal Support	20	2	\$114,267	\$109,388	\$74,277	-\$39,990	\$74,277	
Litigation	20	2	\$100,283	\$98,451	\$103,187	\$2,905	\$103,187	
Council & Board Support	20	2	\$338,875	\$285,703	\$321,147	-\$17,728	\$321,147	
Risk Management	19	2	\$51,573	\$52,201	\$60,606	\$9,033	\$60,606	
Environmental Regulatory/EPA	19	2	\$61,098	\$62,287	\$84,280	\$23,182	\$84,280	
Employment Review	19	2	\$67,711	\$66,387	\$68,097	\$386	\$68,097	
Contracts/Grants	17	3	\$89,945	\$83,621	\$68,229	-\$21,716	\$68,229	
Total 40031 CITY ATTORNEY			\$1,171,241	\$1,108,613	\$1,138,442	-\$32,799	\$1,138,442	
40034 BUDGET, DEBT & GRANTS								
Budget Preparation, Coordination, and Monitoring	23	1	\$154,277	\$149,816	\$125,854	-\$28,423	\$129,301	Reductions in materials and contract services based on 5 year spending average
Debt Management	22	1	\$36,135	\$36,135	\$38,747	\$2,612	\$47,350	
Capital Budgeting	21	2	\$39,739	\$39,321	\$39,738	-\$1	\$48,360	
Revenue/Resource Management	20	2	\$21,049	\$20,213	\$33,131	\$12,083	\$36,037	
Economic and Redevelopment	18	2	\$19,345	\$19,345	\$20,795	\$1,450	\$20,883	
Strategic Planning	17	3	\$32,666	\$30,577	\$30,577	-\$2,088	\$30,745	
Grant Administration	16	3	\$6,842	\$6,842	\$5,551	-\$1,291	\$8,389	
Analysis Resource	14	4	\$55,754	\$53,942	\$50,589	-\$5,166	\$53,711	
Performance Measures and Benchmarking	14	4	\$78,838	\$77,064	\$74,877	-\$3,961	\$75,440	
Total 40034 BUDGET, DEBT & GRANTS			\$444,644	\$433,255	\$419,859	-\$24,785	\$450,216	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40062 HUMAN RESOURCES								
Local, State, and Federal Compliance	20	2	\$153,864	\$164,511	\$153,414	-\$450	\$154,170	Reductions in part-time staff, materials & contract services based on 5 year spending average
Social Equity	20	2	\$21,384		\$3,150	-\$18,234	\$3,150	
Benefit Design/Administration	19	2	\$78,053	\$77,783	\$77,248	-\$805	\$77,710	
Recruitment	12	4	\$95,419	\$122,370	\$101,493	\$6,075	\$102,107	
Valuing Employees	12	4	\$230,623	\$209,014	\$204,474	-\$26,149	\$205,650	
Pay Plan Design/Administration	12	4	\$88,622	\$104,168	\$91,118	\$2,496	\$91,723	
Performance Management	11	4	\$99,297	\$104,910	\$90,147	-\$9,151	\$90,592	
Short-Term Citywide Personnel	7	4	\$63,757	\$47,363	\$38,963	-\$24,794	\$39,106	
Total 40062 HUMAN RESOURCES			\$831,019	\$830,119	\$760,008	-\$71,012	\$764,208	
40072 FINANCE								
Accounting/Audit/Treasury	24	1	\$358,251	\$358,505	\$356,900	-\$1,351	\$358,723	Reductions in part-time staff and materials based on 5 year spending average
Budget Preparation, Coordination, and Monitoring	23	1	\$12,460	\$12,481	\$12,357	-\$103	\$12,407	
Business Licenses	22	1	\$113,705	\$116,760	\$113,978	\$274	\$114,936	
Financial Services	21	2	\$354,472	\$350,745	\$326,281	-\$28,191	\$328,490	
Total 40072 FINANCE			\$838,887	\$838,491	\$809,516	-\$29,371	\$814,556	
40082 TECHNICAL & CUSTOMER SERVICES								
Website	23	1	\$121,907	\$130,506	\$175,548	\$53,641	\$175,841	Reductions in part-time staff, contract services and materials based on 5 year spending average
Network Support	19	2	\$260,710	\$260,218	\$271,186	\$10,476	\$271,468	
IT Utilities	18	2	\$142,831	\$125,509	\$125,503	-\$17,328	\$125,591	
Systems Support	17	3	\$375,772	\$375,327	\$324,994	-\$50,778	\$325,327	
Records Management	17	3	\$79,886	\$75,381	\$55,973	-\$23,912	\$56,065	
Software Maintenance/Upgrades	17	3	\$331,531	\$329,281	\$272,559	-\$58,972	\$272,689	
GIS	15	4	\$120,208	\$120,390	\$130,670	\$10,462	\$130,705	
Support/Help Desk	14	4	\$428,204	\$442,501	\$414,031	-\$14,173	\$415,238	
Total 40082 TECHNICAL & CUSTOMER SERVICES			\$1,861,050	\$1,859,112	\$1,770,465	-\$90,585	\$1,772,924	
40091 BLDG MAINT ADM								
Special Events	20	2	\$31,500	\$31,500	\$31,500	\$0	\$31,500	Reductions in part-time staff, materials, contract services & utilities based on 5 year spending average, capital outlays and one-time expense of \$70k in building repair/maint in FY20
Inspections and Contract Supervision	21	2	\$161,940	\$149,917	\$159,767	-\$2,173	\$160,838	
Building Repairs and Maintenance	18	2	\$605,825	\$559,319	\$527,019	-\$78,805	\$530,463	
Janitorial Services	19	2	\$563,177	\$554,984	\$554,484	-\$8,693	\$555,954	
Utilities	15	3	\$215,933	\$211,984	\$211,984	-\$3,948	\$184,389	
Total 40091 BLDG MAINT ADM			\$1,578,375	\$1,507,705	\$1,484,755	-\$93,621	\$1,463,145	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40092 PC MARC								
Parks, Turf & Athletic Fields	14	4	\$40,143	\$42,049	\$48,125	\$7,982	\$48,217	Reductions in part-time staff, overtime, materials & utilities based on 5 year spending average, and capital outlays
Cemetery	13	4	\$18,470	\$20,786	\$19,436	\$966	\$19,587	
Recreation Youth Programs	13	4	\$258,517	\$344,034	\$275,363	\$16,846	\$320,161	
Recreation Adult Programs	12	4	\$439,191	\$302,151	\$332,060	-\$107,131	\$279,277	
Rec Center Operations	12	4	\$555,518	\$606,331	\$540,796	-\$14,721	\$539,320	
Marketing	11	4	\$27,128	\$26,255	\$26,255	-\$873	\$24,782	
Childcare	9	4	\$15,886	\$7,432	\$7,588	-\$8,298	\$7,647	
Total 40092 PC MARC			\$1,354,852	\$1,349,038	\$1,249,623	-\$105,229	\$1,238,991	
40093 TENNIS								
Tennis Tournaments	14	4	\$38,863	\$38,863	\$25,936	-\$12,927	\$25,936	Reductions in part-time staff, materials and parts & maintenance based on 5 year spending average
Tennis Operations	12	4	\$207,631	\$307,896	\$211,721	\$4,090	\$313,737	
Tennis Programs	12	4	\$646,530	\$559,512	\$607,846	-\$38,684	\$509,442	
Pro Shop	11	4	\$117,140	\$107,235	\$70,835	-\$46,305	\$70,835	
Total 40093 TENNIS			\$1,010,164	\$1,013,506	\$916,338	-\$93,825	\$919,950	
40094 MCPOLIN BARN								
McPolin Farm	14	4	\$48,052	\$48,052	\$47,727	-\$325	\$48,348	
Total 40094 MCPOLIN BARN			\$48,052	\$48,052	\$47,727	-\$325	\$48,348	
40095 ICE FACILITY								
Ice Rental	12	4	\$35,048	\$34,944	\$34,005	-\$1,044	\$33,511	Reductions in part-time staff, materials & contract services based on 5 year spending average
Valued & Engaged Staff	12	4	\$2,350	\$2,350	\$1,795	-\$555	\$1,795	
Ice Programs	11	4	\$585,191	\$478,983	\$523,405	-\$61,786	\$446,823	
Operations	11	4	\$394,919	\$487,926	\$396,154	\$1,235	\$477,190	
Total 40095 ICE FACILITY			\$1,017,508	\$1,004,203	\$955,358	-\$62,150	\$959,318	
40096 FIELDS								
Special Events	20	2	\$52,231	\$51,848	\$44,496	-\$7,735	\$44,854	Reductions in part-time staff and parts & maintenance based on 5 year spending average, and capital outlays
Parks & Sidewalk Snow Removal	19	2	\$96,881	\$96,239	\$97,819	\$938	\$98,475	
Parks, Turf & Athletic Fields	14	4	\$116,467	\$115,780	\$97,480	-\$18,987	\$98,146	
Park Amenities & Infrastructure	14	4	\$27,676	\$27,475	\$23,001	-\$4,675	\$23,161	
Flowers/Holiday Lighting/Beautification	13	4	\$3,443	\$3,430	\$1,431	-\$2,012	\$1,439	
Trash Clean-Up	12	4	\$30,347	\$30,133	\$27,040	-\$3,307	\$27,272	
Total 40096 FIELDS			\$327,046	\$324,905	\$291,266	-\$35,780	\$293,346	
40098 RECREATION PROGRAMS								
Parks, Turf & Athletic Fields	14	4	\$21,829			-\$21,829		Reductions in part-time staff, materials, contract services and parts & maintenance based on 5 year spending average. Parks/Fields & Cemetery programs moved to dept. 40412 in FY21
Cemetery	13	4	\$21,829			-\$21,829		
Recreation Youth Programs	13	4	\$396,971	\$392,273	\$348,399	-\$48,573	\$350,178	
Recreation Adult Programs	12	4	\$369,470	\$417,973	\$421,985	\$52,515	\$424,826	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
Total 40098 RECREATION PROGRAMS			\$810,100	\$810,246	\$770,384	-\$39,715	\$775,004	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40100 COMMUNITY ENGAGEMENT								
Community Outreach and Citizen Engagement	22	1	\$287,506	\$290,320	\$270,457	-\$17,049	\$274,114	Reductions in materials and contract services based on 5 year spending average
Senior Services	20	2	\$1,918		\$1,918	\$0		
Open Space	19	2	\$5,363	\$5,362	\$5,362	-\$1	\$5,409	
Emergency Communications	18	2	\$80,890	\$80,887	\$80,887	-\$2	\$81,404	
Total 40100 COMMUNITY ENGAGEMENT			\$375,677	\$376,569	\$358,624	-\$17,053	\$360,926	
40101 ECONOMY								
Community Outreach and Citizen Engagement	22	1	\$86,964	\$86,961	\$92,336	\$5,373	\$92,933	Reductions in materials, contract services and parts & maintenance based on 5 year spending average
Special Events	20	2	\$413,741	\$413,740	\$406,875	-\$6,866	\$408,992	
Open Space	19	2	\$68,078	\$68,078	\$67,468	-\$610	\$67,888	
Economic and Redevelopment	18	2	\$289,037	\$289,037	\$283,087	-\$5,951	\$284,641	
Urban Trails and Walkability	16	3	\$178,110	\$178,110	\$177,920	-\$190	\$179,255	
Trails (Backcountry)	14	4	\$51,432	\$51,432	\$51,222	-\$210	\$51,398	
Total 40101 ECONOMY			\$1,087,361	\$1,087,357	\$1,078,907	-\$8,454	\$1,085,107	
40104 ENVIRONMENTAL SUSTAINABILITY								
Carbon Reduction	23	1	\$449,300	\$449,297	\$448,583	-\$717	\$355,296	Reductions in materials and contract services based on 5 year spending average
Policy Creation & Implementation	20	2	\$83,050	\$83,050	\$144,100	\$61,050	\$144,100	
Environmental Regulatory/EPA	19	2	\$241,056	\$241,056	\$141,406	-\$99,650	\$237,380	
Total 40104 ENVIRONMENTAL SUSTAINABILITY			\$773,405	\$773,402	\$734,088	-\$39,317	\$736,776	
40118 LEAD TRAINING								
LEAD	12	4	\$40,000	\$40,000	\$10,000	-\$30,000	\$10,000	Reduction in materials
Total 40118 LEAD TRAINING			\$40,000	\$40,000	\$10,000	-\$30,000	\$10,000	
40132 SELF INS & SEC BOND								
Risk Management	19	2	\$978,500	\$978,500	\$978,500	\$0	\$978,500	
Safety and Security	17	3	\$43,000	\$43,000	\$43,000	\$0	\$43,000	
Total 40132 SELF INS & SEC BOND			\$1,021,500	\$1,021,500	\$1,021,500	\$0	\$1,021,500	
40135 SPEC. SRVC. CNTRT./UNSPECIFIED								
Special Service Contracts	17	3	\$630,000	\$630,000	\$630,000	\$0	\$630,000	
Total 40135 SPEC. SRVC. CNTRT./UNSPECIFIED			\$630,000	\$630,000	\$630,000	\$0	\$630,000	
40136 LEADERSHIP								
Leadership Park City	12	4	\$124,120	\$124,120	\$120,070	-\$4,050	\$120,070	Reduction in parts & maintenance based on 5 year spending average
Total 40136 LEADERSHIP			\$124,120	\$124,120	\$120,070	-\$4,050	\$120,070	
40139 WORKERS COMP								
Risk Management	19	2	\$275,000	\$275,000	\$275,000	\$0	\$275,000	
Total 40139 WORKERS COMP			\$275,000	\$275,000	\$275,000	\$0	\$275,000	
40141 DENTAL SELF FUNDING								
Dental Self-Funding	14	4	\$336,560	\$336,560	\$336,560	\$0	\$336,560	
Total 40141 DENTAL SELF FUNDING			\$336,560	\$336,560	\$336,560	\$0	\$336,560	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40148 EMERGENCY MANAGEMENT								
Emergency Management	22	1	\$258,524	\$259,673	\$249,673	-\$8,851	\$250,001	Reduction in contract services
Safety and Security	17	3				\$0		
Total 40148 EMERGENCY MANAGEMENT			\$258,524	\$259,673	\$249,673	-\$8,851	\$250,001	
40149 ARTS & CULTURE								
Arts & Culture	14	4	\$600,691	\$600,691	\$317,991	-\$282,700	\$319,797	Reduction in utilities based on 5 year spending average & contract services
Total 40149 ARTS & CULTURE			\$600,691	\$600,691	\$317,991	-\$282,700	\$319,797	
40150 BONANZA FLAT OPERATIONS								
Bonanza Flat Operations	16	3	\$30,000	\$30,000	\$20,000	-\$10,000	\$20,000	Reduction in contract services
Total 40150 BONANZA FLAT OPERATIONS			\$30,000	\$30,000	\$20,000	-\$10,000	\$20,000	
40151 SOCIAL EQUITY								
Social Equity	20	2	\$148,028	\$148,028	\$148,028	\$0	\$148,448	
Total 40151 SOCIAL EQUITY			\$148,028	\$148,028	\$148,028	\$0	\$148,448	
40221 POLICE								
Patrol Operations	24	1	\$2,836,629	\$2,723,460	\$2,695,805	-\$140,824	\$2,695,805	Reductions in overtime,
Traffic Enforcement	22	1	\$1,242,467	\$1,257,359	\$1,250,390	\$7,923	\$1,250,390	materials and capital outlays
Emergency Management	22	1	\$60,923	\$60,913	\$61,119	\$196	\$61,119	and \$65k in one-time
Special Events	20	2	\$1,144,977	\$1,201,004	\$1,187,393	\$42,416	\$1,187,393	expenses for FY20
Community Support	18	2	\$954,578	\$932,203	\$928,826	-\$25,753	\$928,826	
Youth Services Officer	16	3	\$233,689	\$233,357	\$231,877	-\$1,812	\$231,877	
Total 40221 POLICE			\$6,473,263	\$6,408,295	\$6,355,409	-\$117,854	\$6,355,409	
40222 DRUG EDUCATION								
DARE/Drug Education	15	3	\$32,920	\$32,922	\$32,922	\$2	\$33,054	
Total 40222 DRUG EDUCATION			\$32,920	\$32,922	\$32,922	\$2	\$33,054	
40223 STATE LIQUOR ENFORCEMENT								
State Liquor Enforcement	24	1	\$64,817	\$65,717	\$65,717	\$900	\$64,243	
Total 40223 STATE LIQUOR ENFORCEMENT			\$64,817	\$65,717	\$65,717	\$900	\$64,243	
40231 COMMUNICATION CENTER								
Dispatch	22	1	\$620,000	\$620,000	\$620,000	\$0	\$620,000	
Total 40231 COMMUNICATION CENTER			\$620,000	\$620,000	\$620,000	\$0	\$620,000	
40311 COMM DEVELOP ADMIN								
Housing	24	1	\$369,587	\$369,698	\$362,729	-\$6,857	\$364,745	Reduction in materials based
Inspections	21	2	\$22,584	\$22,612	\$22,372	-\$212	\$22,456	on 5 year spending average
Permitting / Current Planning	19	2	\$28,836	\$28,878	\$28,878	\$42	\$29,004	
Code Amendments	13	4	\$69,998	\$70,096	\$70,256	\$258	\$70,550	
Total 40311 COMM DEVELOP ADMIN			\$491,005	\$491,284	\$484,235	-\$6,770	\$486,755	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40313 ENGINEERING								
Inspections	21	2	\$130,492	\$135,266	\$169,226	\$38,733	\$170,129	Reductions in overtime, materials & contract services based on 5 year spending average and one-time expenses of \$67k in Project Management in FY20
Engineering Project Management	21	2	\$431,297	\$363,548	\$354,493	-\$76,803	\$356,331	
Plan/Application Review	17	3	\$72,973	\$77,502	\$73,480	\$507	\$73,889	
Total 40313 ENGINEERING			\$634,762	\$576,316	\$597,199	-\$37,563	\$600,349	
40342 PLANNING DEPT.								
Permitting / Current Planning	19	2	\$153,906	\$154,247	\$155,442	\$1,535	\$156,450	Reductions in overtime, materials & contract services based on 5 year spending average
Plan/Application Review	17	3	\$274,369	\$274,691	\$269,511	-\$4,858	\$271,258	
Long Range Planning	16	3	\$244,625	\$244,411	\$239,782	-\$4,842	\$240,816	
Planning Customer Service	15	3	\$159,936	\$160,007	\$156,035	-\$3,901	\$157,144	
Historic District Design Review	14	4	\$224,229	\$223,984	\$212,073	-\$12,156	\$213,442	
Code Amendments	13	4	\$147,611	\$147,710	\$146,075	-\$1,536	\$147,016	
Special Planning Projects - Inter-Dept	13	4	\$54,436	\$54,326	\$53,382	-\$1,055	\$53,735	
Total 40342 PLANNING DEPT.			\$1,259,112	\$1,259,377	\$1,232,300	-\$26,812	\$1,239,860	
40352 BUILDING DEPT.								
Fire Safety	22	1	\$530,804	\$507,427	\$502,656	-\$28,148	\$505,293	Reductions in overtime, materials and contract services based on 5 year spending average, capital outlays and one-time expenses of \$50k in Fire Safety & Inspections in FY20
Inspections	21	2	\$1,129,726	\$1,104,284	\$1,046,489	-\$83,237	\$1,054,192	
Code Enforcement	20	2	\$289,507	\$290,222	\$283,924	-\$5,584	\$285,965	
Plan/Application Review	17	3	\$491,628	\$492,437	\$480,140	-\$11,488	\$483,718	
Total 40352 BUILDING DEPT.			\$2,441,665	\$2,394,370	\$2,313,208	-\$128,457	\$2,329,168	
40412 PARKS & CEMETERY								
Special Events	20	2	\$161,939	\$177,943	\$202,872	\$40,933	\$202,059	Reductions in part-time staff, contract services & utilities based on 5 year spending average
Parks & Sidewalk Snow Removal	19	2	\$464,859	\$581,537	\$487,790	\$22,931	\$582,425	
Parks, Turf & Athletic Fields	14	4	\$546,072	\$679,227	\$629,340	\$83,268	\$622,368	
Park Amenities & Infrastructure	14	4	\$229,815	\$143,946	\$179,665	-\$50,150	\$127,862	
Flowers/Holiday Lighting/Beautification	13	4	\$418,173	\$331,423	\$366,602	-\$51,571	\$316,352	
Cemetery	13	4	\$113,448	\$104,313	\$91,147	-\$22,301	\$89,998	
Trash Clean-Up	12	4	\$162,637	\$146,878	\$133,077	-\$29,560	\$131,779	
Total 40412 PARKS & CEMETERY			\$2,096,943	\$2,165,267	\$2,090,494	-\$6,449	\$2,072,843	
40421 STREET MAINTENANCE								
Street Lights & Signs	23	1	\$169,562	\$182,976	\$189,791	\$20,229	\$189,855	Reductions in part-time staff, materials, contract services, utilities and parts & maintenance based on 5 year
Clean-up and Storm Drain	22	1	\$258,499	\$281,624	\$277,328	\$18,829	\$277,523	
Winter Snow Operations	20	2	\$1,413,792	\$1,371,982	\$1,318,513	-\$95,278	\$1,324,063	
Special Events	20	2	\$177,275	\$189,886	\$185,738	\$8,462	\$185,980	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
Street & Sidewalk Maintenance	19	2	\$523,182	\$539,450	\$530,756	\$7,574	\$532,273	maintenance based on 5 year spending average
Graffiti Removal	14	4	\$39,683	\$40,616	\$39,974	\$291	\$39,039	
Total 40421 STREET MAINTENANCE			\$2,581,993	\$2,606,534	\$2,542,100	-\$39,893	\$2,548,732	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40423 STREET LIGHTS/SIGN								
Street Lights & Signs	23	1	\$190,100	\$190,100	\$162,600	-\$27,500	\$153,800	Reductions in materials, utilities and capital outlays
Total 40423 STREET LIGHTS/SIGN			\$190,100	\$190,100	\$162,600	-\$27,500	\$153,800	
40424 SWEDE ALLEY PARKING STRUCT.								
Swede Alley Parking Structure	14	4	\$45,525	\$45,525	\$42,600	-\$2,925	\$45,600	Reductions in materials and contract services based on 5 year spending average
Total 40424 SWEDE ALLEY PARKING STRUCT.			\$45,525	\$45,525	\$42,600	-\$2,925	\$45,600	
40451 WATER OPERATIONS								
Water Quality	26	1	\$2,967,724	\$3,051,260	\$2,938,249	-\$29,475	\$2,938,249	Reduction in utilities based on 5 year spending average
Distribution and Maintenance	26	1	\$3,576,292	\$3,551,415	\$3,436,093	-\$140,199	\$3,436,093	
Service Orders	26	1	\$617,756	\$546,859	\$548,226	-\$69,531	\$548,226	
Water Billing	22	1	\$379,838	\$356,562	\$357,948	-\$21,891	\$357,948	
Project Management	22	1	\$595,547	\$610,358	\$612,188	\$16,642	\$612,188	
Conservation	19	2	\$419,005	\$400,416	\$401,221	-\$17,785	\$401,221	
Environmental Regulatory/EPA	19	2	\$256,380	\$262,702	\$262,807	\$6,427	\$262,807	
Total 40451 WATER OPERATIONS			\$8,812,542	\$8,779,572	\$8,556,731	-\$255,812	\$8,556,731	
40455 STORM WATER OPER								
Storm Water Utility	29	1	\$1,126,733	\$1,036,530	\$1,021,055	-\$105,678	\$1,023,511	Reductions in personnel, materials, utilities & contract services based on 5 year spending average and \$90k in one-time expenses in FY20
Total 40455 STORM WATER OPER			\$1,126,733	\$1,036,530	\$1,021,055	-\$105,678	\$1,023,511	
40471 FLEET SERVICES DEPT								
Fleet Management & Maintenance	20	2	\$2,946,730	\$2,957,318	\$2,855,574	-\$91,156	\$2,863,848	Reductions in utilities and parts & maintenance based on 5 year spending average
Total 40471 FLEET SERVICES DEPT			\$2,946,730	\$2,957,318	\$2,855,574	-\$91,156	\$2,863,848	
40481 TRANSPORTATION OPER								
Summer Service	22	1	\$5,329,045	\$5,294,818	\$4,916,046	-\$412,999	\$5,056,053	Reduction in part-time staff & materials
Winter Service	22	1	\$7,165,052	\$7,119,973	\$6,702,315	-\$462,737	\$6,816,863	
Park City Mobility	22	1	\$922,676	\$920,509	\$834,678	-\$87,998	\$834,678	
Transportation Management	22	1	\$711,900	\$800,149	\$714,501	\$2,601	\$679,543	
Special Events	20	2	\$402,078	\$400,907	\$321,127	-\$80,951	\$321,127	
Parking Management	19	2	\$323,509	\$333,475	\$267,061	-\$56,448	\$257,068	
Total 40481 TRANSPORTATION OPER			\$14,854,261	\$14,869,830	\$13,755,729	-\$1,098,532	\$13,965,332	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40485 TRANSPORTATION PLANNING								
Transportation Management	22	1	\$860,346	\$863,045	\$779,961	-\$80,385	\$804,943	Reductions in contract services based on 5 year spending average
Total 40485 TRANSPORTATION PLANNING			\$860,346	\$863,045	\$779,961	-\$80,385	\$804,943	
40500 PARKING								
Parking Management	19	2	\$1,773,954	\$1,661,300	\$1,621,300	-\$152,653	\$1,628,650	Reductions in part-time staff & materials based on 5 year spending average and \$112k in one-time expenses in FY20
Total 40500 PARKING			\$1,773,954	\$1,661,300	\$1,621,300	-\$152,653	\$1,628,650	
40551 LIBRARY								
Youth & Spanish Services	21	2	\$233,348	\$321,852	\$271,338	\$37,990	\$323,272	Reductions in materials and contract services based on 5 year spending average
Circulation Services	19	2	\$340,164	\$289,921	\$310,402	-\$29,761	\$287,545	
Technical Services	19	2	\$346,909	\$307,185	\$327,568	-\$19,342	\$304,691	
Reciprocal Borrowing	17	3	\$19,552	\$22,000	\$22,000	\$2,449	\$22,170	
Adult Services	17	3	\$275,265	\$276,592	\$270,092	-\$5,174	\$272,070	
Community Engagement	15	3	\$186,610	\$187,420	\$178,366	-\$8,244	\$179,878	
Total 40551 LIBRARY			\$1,401,848	\$1,404,970	\$1,379,766	-\$22,082	\$1,389,626	
40564 GOLF MAINTENANCE								
Golf Maintenance	14	4	\$815,668	\$778,841	\$756,141	-\$59,527	\$758,143	Reductions in materials, contract services and parts & maintenance based on 5 year spending average and \$37k in one-time expenses in FY20
Total 40564 GOLF MAINTENANCE			\$815,668	\$778,841	\$756,141	-\$59,527	\$758,143	
40571 GOLF PRO SHOP								
Golf Management Operations	11	4	\$378,168	\$409,385	\$409,385	\$31,217	\$405,968	Reduction in part-time staff
Concessions	14	4	\$58,460	\$74,896	\$74,896	\$16,436	\$74,896	
Golf Shop Programs	11	4	\$102,282	\$72,559	\$72,559	-\$29,723	\$68,764	
Retail Operations	11	4	\$275,137	\$253,585	\$253,585	-\$21,551	\$254,383	
Total 40571 GOLF PRO SHOP			\$814,047	\$810,426	\$810,426	-\$3,621	\$804,012	
40981 CONTINGENCY/GENERAL								
Policy Creation & Implementation	20	2	\$150,000	\$100,000	\$100,000	-\$50,000	\$100,000	Contingency reduction
Total 40981 CONTINGENCY/GENERAL			\$150,000	\$100,000	\$100,000	-\$50,000	\$100,000	
40982 CONTINGENCY/SALARY								
Special Events/Compensation Study	26	1	\$100,000			-\$100,000		Contingency reduction
Total 40982 CONTINGENCY/SALARY			\$100,000	\$0	\$0	-\$100,000	\$0	
40985 CONTINGENCY/SNOW REMOVAL								

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
Winter Snow Operations	20	2	\$50,000	\$50,000	\$50,000	\$0	\$50,000	
Total 40985 CONTINGENCY/SNOW REMOVAL			\$50,000	\$50,000	\$50,000	\$0	\$50,000	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40986 CONTINGENCY/COUNCIL								Reduction in one-time contingency funds. Return to previous level
Community Outreach and Citizen Engagement	22	1	\$250,000	\$50,000	\$50,000	-\$200,000	\$50,000	
Total 40986 CONTINGENCY/COUNCIL			\$250,000	\$50,000	\$50,000	-\$200,000	\$50,000	
40990 EMERGENCY CONTINGENCY								Emergency contingency added due to COVID-19
Emergency Management	22	1	\$90,000	\$90,000	\$250,000	\$160,000	\$250,000	
Total 40990 EMERGENCY CONTINGENCY			\$90,000	\$90,000	\$250,000	\$160,000	\$250,000	
42170 DESTINATION TOURISM								Reduction based off of spending patterns
Economic and Redevelopment	18	2	\$75,000	\$75,000	\$25,000	-\$50,000	\$25,000	
Total 42170 DESTINATION TOURISM			\$75,000	\$75,000	\$25,000	-\$50,000	\$25,000	
42180 SUNDANCE MITIGATION								Reduction based off of spending patterns
Special Events	20	2	\$320,000	\$320,000	\$302,600	-\$17,400	\$302,600	
Total 42180 SUNDANCE MITIGATION			\$320,000	\$320,000	\$302,600	-\$17,400	\$302,600	
42181 ECONOMIC DEVELOPMENT GRANT								
Economic Development Grant	12	4	\$10,000	\$10,000	\$10,000	\$0	\$10,000	
Total 42181 ECONOMIC DEVELOPMENT GRANT			\$10,000	\$10,000	\$10,000	\$0	\$10,000	
42182 PUBLIC ART								
Public Art	14	4	\$7,000	\$7,000	\$7,000	\$0	\$7,000	
Total 42182 PUBLIC ART			\$7,000	\$7,000	\$7,000	\$0	\$7,000	
42183 MENTAL HEALTH								
Mental Health	17	3	\$60,000	\$60,000	\$60,000	\$0	\$60,000	
Total 42183 MENTAL HEALTH			\$60,000	\$60,000	\$60,000	\$0	\$60,000	
42185 PSSM LONG TERM AGREEMENT								Reduction based off of spending patterns
Special Events	20	2	\$20,000	\$20,000		-\$20,000		
Total 42185 PSSM LONG TERM AGREEMENT			\$20,000	\$20,000	\$0	-\$20,000	\$0	
42190 MARSAC-SWEDE CONDO HOA								
Building Repairs and Maintenance	18	2	\$13,000	\$13,000	\$13,000	\$0	\$13,000	
Total 42190 MARSAC-SWEDE CONDO HOA			\$13,000	\$13,000	\$13,000	\$0	\$13,000	
42305 ABATEMENT								
Abatement Fund	19	2	\$48,688	\$48,688	\$48,688	\$0	\$48,688	
Total 42305 ABATEMENT			\$48,688	\$48,688	\$48,688	\$0	\$48,688	
42310 HISTORICAL INCENTIVE GRANT								
Historical Incentive Grant	10	4	\$127,136	\$127,136	\$127,136	\$0	\$127,136	
Total 42310 HISTORICAL INCENTIVE GRANT			\$127,136	\$127,136	\$127,136	\$0	\$127,136	
43010 BUSINESS IMPROVEMENT DISTRICT								
Business Improvement District	12	4	\$64,419	\$64,419	\$64,419	\$0	\$64,419	
Total 43010 BUSINESS IMPROVEMENT DISTRICT			\$64,419	\$64,419	\$64,419	\$0	\$64,419	
43303 MAIN STREET RDA								

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
Economic Development Grant	12	4	\$20,000	\$20,000	\$20,000	\$0	\$20,000	
Total 43303 MAIN STREET RDA			\$20,000	\$20,000	\$20,000	\$0	\$20,000	
43328 LOWER PARK AVENUE RDA								
Economic and Redevelopment	18	2	\$137,596	\$137,596	\$137,596	\$0	\$137,596	
Economic Development Grant	12	4	\$20,000	\$20,000	\$20,000	\$0	\$20,000	
Total 43328 LOWER PARK AVENUE RDA			\$157,596	\$157,596	\$157,596	\$0	\$157,596	

PARK CITY FEE SCHEDULE – Amended ~~November 21, 2019~~ May 26, 2020

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SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00
<i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i>	
Master Planned Development	\$560.00 per unit equivalent
Modification to an MPD	\$330.00 per unit equivalent

1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
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New residential construction ≥ 1000 sf
Commercial review

\$750.00 per application
\$200.00 per unit equivalent for the
first 10 units \$15.00/ue after

Non-Historic District/Site

New Residential - SF/Duplex
Multi-Family/Commercial

\$200.00 per application
\$100.00 per unit equivalent up to 10
units then \$15.00/ue after

Residential Additions
Commercial Additions

\$100.00 per application
\$100.00 per unit equivalent up to 10
units then \$15.00/ue after

- 1.1.7 Historic Review *
 Historic Design Review (no increase in existing area) \$210.00
 Historic Design Review (increase in existing area) \$1,030.00
 Determination of Significance \$350.00
 Certificate of Appropriateness for Demolition \$300.00
- 1.1.8 Land Management Code Review * \$2,000.00 per application
- 1.1.9 General Plan Amendment * \$2,000.00 per application
- 1.1.10 Sign Review
 Master Sign Plan Review \$320.00
 Amendment to Master Sign Plan \$120.00
 Individual sign permit \$120.00 (\$118.80) plus 1% state tax
 Sign permit under master sign plan \$130.00 (\$128.70) plus 1% state tax
 Temporary Sign Permit \$60.00 (\$59.40) plus 1% state tax
- 1.1.11 Annexation * \$5,850.00
 Annexation Fiscal Impact Analysis \$1,550.00
plus actual cost of City approved consultant fee
 Modification to Annexation Agreement \$4,150.00
- 1.1.12 Appeals Fees *
 Appeals to Board of Adjustment \$500.00
 Appeals to City Council \$500.00
 Appeals to Historic Preservation Board \$500.00
 Appeals to Planning Commission \$500.00
- 1.1.13 TDR – Development Credit Determination \$100.00
- 1.1.14 Refund of Withdrawn Planning Applications
 In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.
- 1.1.15 Reactivation Fee
 For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed
- 1.1.16 Attorney or Other Professional Services
 Reimbursement for actual expense incurred
- 1.1.17 Mailing Fee
 In addition to the Application Fee listed, the Applicant will also be responsible for a separate payment for the mailing of a property notice. A \$1.00 fee will be assessed per piece of mail that needs to be sent. The specifics on which Applications require property notices to be sent and to whom can be found in Land Management Code § 15-1-21, *Notice Matrix*.

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation

Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)

\$1.00 and up

1% of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, identical plans means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit

Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00

\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee

\$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00
Liquefied Petroleum Gases (heaters and devices) each additional unit	\$11.00
Liquefied Petroleum Gases on an active construction site (125+ gal)	\$130.00
Places of Assembly	\$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee \$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

* Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 **ENGINEERING FEES**

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

1.4.1 Civil Fee Schedule

Daily Violation Fee	\$100.00 per day
Re-inspection Fee	\$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 201920).

2.2.1.1 Single Family Residential

Meter Size	Base Rate	Meter Price
3/4"	\$50.55 <u>\$52.07</u>	\$801.94 <u>\$826.00</u>
1 "	\$68.24 <u>\$70.29</u>	\$921.69 <u>\$949.34</u>
1.5"	\$80.93 <u>\$83.36</u>	\$1,311.27 <u>\$1,350.61</u>

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	Base Rate	Meter Price
3/4"	\$65.52 <u>\$67.49</u>	\$801.94 <u>\$826.00</u>
1"	\$111.19 <u>\$114.53</u>	\$921.69 <u>\$949.34</u>
1.5"	\$237.53 <u>\$244.66</u>	\$1,311.27 <u>\$1,350.61</u>
2 "	\$495.35 <u>\$510.21</u>	\$2,319.38 <u>\$2,388.96</u>
3"	\$1,289.15 <u>\$1,327.82</u>	\$2,743.85 <u>\$2,826.17</u>
4"	\$2,340.35 <u>\$2,410.56</u>	\$4,781.26 <u>\$4,924.70</u>
6"	\$4,411.64 <u>\$4,543.99</u>	\$7,438.69 <u>\$7,661.85</u>
8"	\$7,597.24 <u>\$7,031.06</u>	\$11,172.43 <u>\$11,507.60</u>

2.2.1.3 Irrigation

Meter Size	Base Rate	Meter Price
3/4"	\$95.20 <u>\$104.72</u>	\$801.94 <u>\$826.00</u>
1"	\$161.10 <u>\$177.21</u>	\$921.69 <u>\$949.34</u>
1.5"	\$344.14 <u>\$378.55</u>	\$1,311.27 <u>\$1,350.61</u>
2"	\$717.67 <u>\$789.44</u>	\$2,319.38 <u>\$2388.96</u>
3"	\$1,867.58 <u>\$2,054.34</u>	\$2,743.85 <u>\$2,826.17</u>
4"	\$3,390.84 <u>\$3,729.92</u>	\$4,781.26 <u>\$4,924.70</u>
6"	\$6,391.87 <u>\$7,031.06</u>	\$7,661.85 <u>\$7,438.69</u>

2.2.1.4 Construction Base Rate: ~~\$302.58~~\$293.77

2.2.1.5 Necessitous Base Rate: \$4.45~~32~~

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$6. 4939	\$10. 4010	\$10. 9462	\$13. 764.17	\$16. 4190	\$28. 689.54
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$7. 4668	\$10. 1040	\$16. 4190	\$25. 7726.03
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
Price per 1,000 gallons	\$8. 859.12	\$13. 7114.12
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$10. 1011.11	\$16. 418.05
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000
2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction \$11.~~8812.24~~ per 1,000 gallons

2.2.2.6 Necessitous

The Necessitous Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

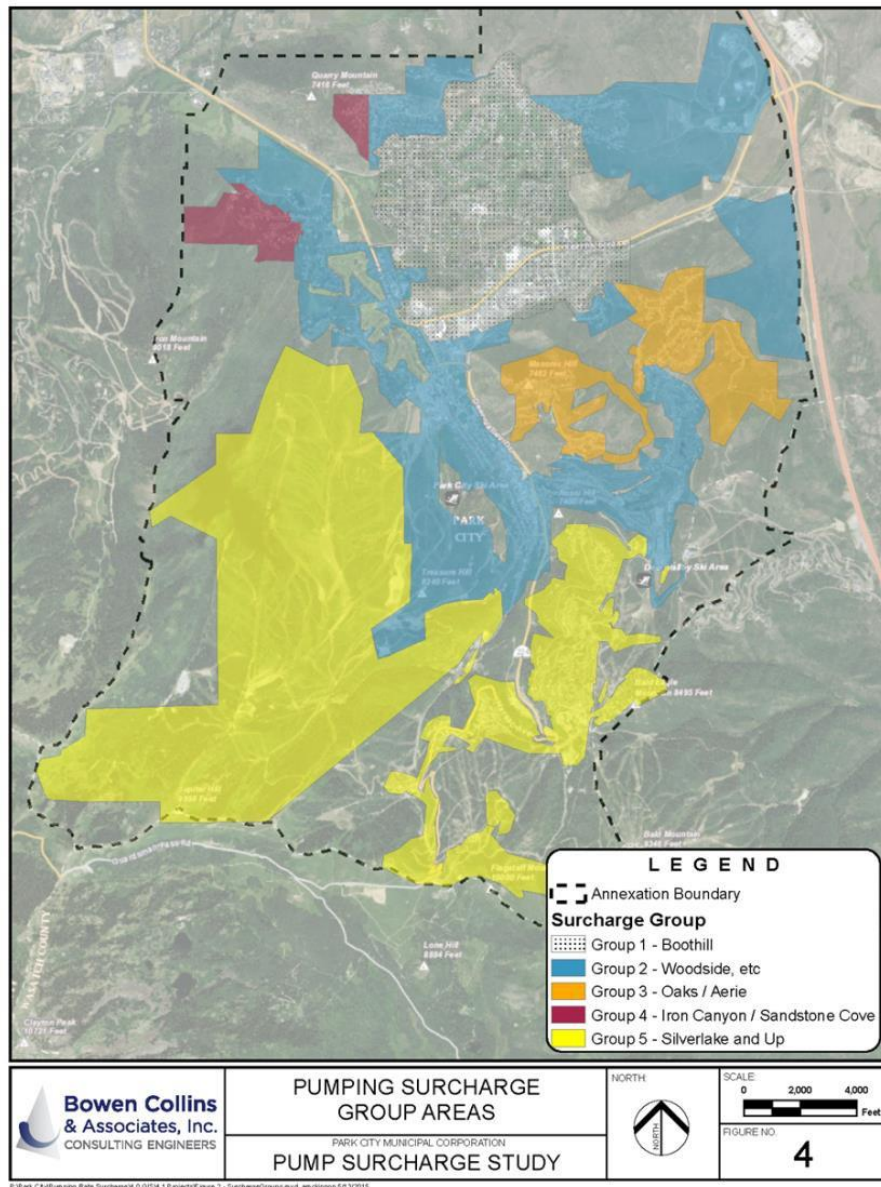
The City will honor the rates as they are set by a Council approved contract.

2.2.3 Energy Surcharge (For all water billed on or after July 1, ~~2019~~2020). All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,
		23,24,25,26,27,42,48,49,30,32
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,37,2,3,4,5,6,7,
		34,38,39,40,41



2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.55	\$0.55
2	\$0.53	\$0.80	\$1.33
3	\$1.19	\$1.12	\$2.31
4	\$1.59	\$1.31	\$2.90
5	\$2.30	\$1.65	\$3.95

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation
\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 WATER SERVICE REINSTATEMENT FEE

The reinstatement fee shall be assessed at reconnection, based on the amount of time since the account was last active.

Time since last active	Amount
0-30 days	\$100.00
31-60 days	Two month's base rate as previously billed.
61-90 days or more	Three month's base rate as previously billed.

2.5 WATER METER TESTING FEE \$500.00 per test

2.6 WATER LABOR RATE \$50.00 per hour (rounded up to the nearest half hour)

2.7 WATER PARTS & SUPPLIES RATE Cost + 15% stocking fee

2.8 FIRE HYDRANT METER DEPOSIT FEE

2 Inch Meter	\$1,950.00
¾ Inch Meter	\$500.00
Fire hydrant wrench deposit fee	\$50.00
Meter Radio	\$200.00

2.9 RENTER DEPOSIT \$50.00

2.10 NON-MAILED SHUT-OFF NOTICE FEE \$75.00

2.11 IMPROPER WATER SHUT-OFF OR TURN ON \$250.00

2.12 STORMWATER FEE

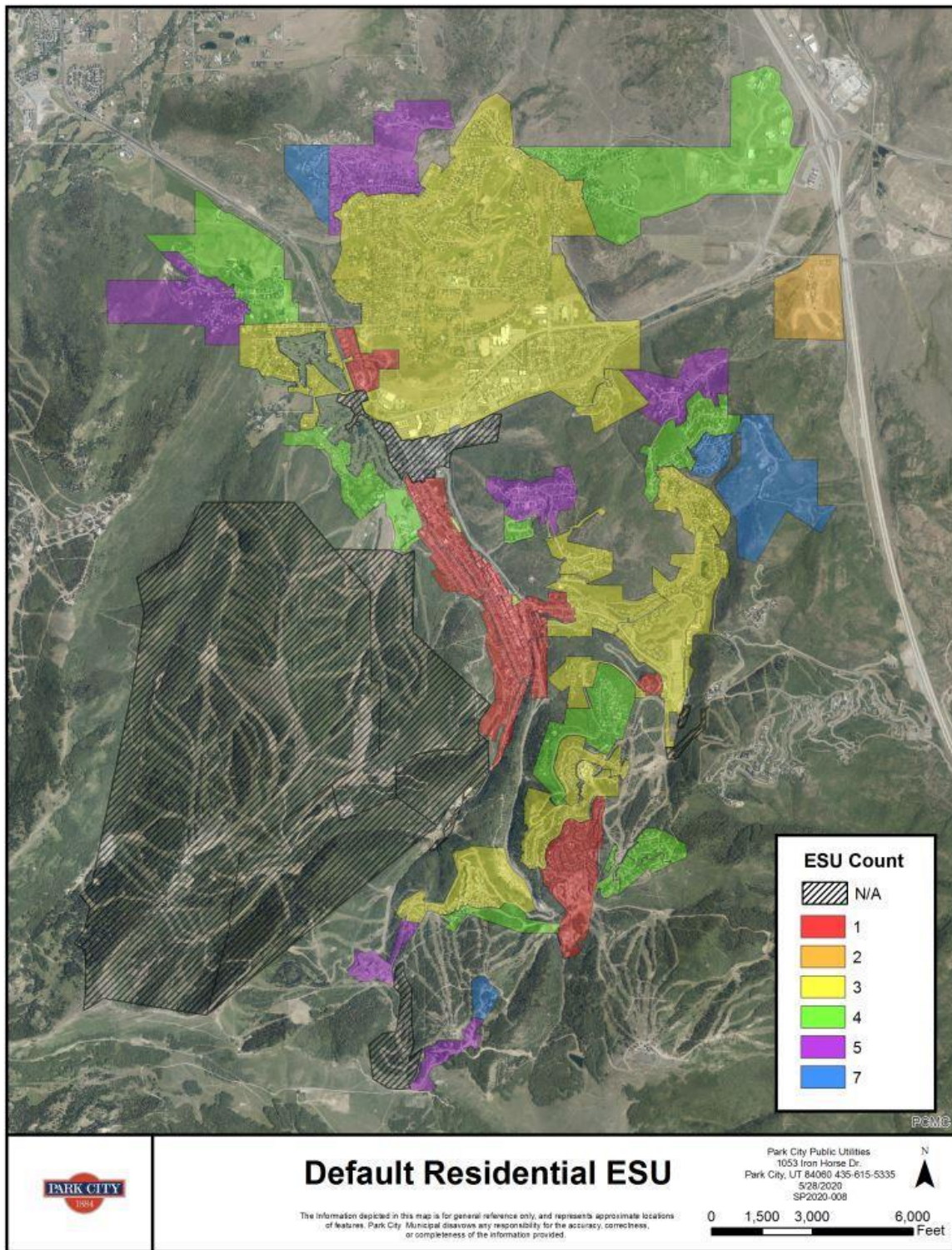
2.12.1 An Equivalent Surface Unit or ESU \$6.~~28~~47

2.12.1.1 Green Infrastructure Reduction

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2. ~~This reduction shall expire on June 30th, 2020.~~

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.



The default Residential ESU Map was updated to reflect the construction that has occurred in Park City Heights. A new average in the Phase I decreases the default ESU count of 4 to a default of 2. All other zones remain the same.

2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called in order to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1- 4.5.

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day		-	\$22.00	\$149.00	License
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom		-	\$17.00	\$149.00	License
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.		-	\$22.00	\$149.00	License
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.		-	\$22.00	\$149.00	License

Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Ground Transportation Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License

Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$74.00	\$74.00	License
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	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renew-als	Rate New/Inspections	Unit of Measure
Alcoholic Beverage/ Single Event Alcoholic Beverage	\$27.92	Per License	\$12.50	Per License	\$45.58	Per License	\$100.00	\$100.00	License
Type 1 CSL	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	-	\$149.00	License
Type 2 CSL	\$288.00	Per License	\$125.00	Per License	\$45.58	Per License	-	\$372.00	License
Type 3 CSL	-	-	-	-	-	-	-	\$149.00	License
Outdoor Sales	*In addition to regularly issued business license							\$5.00	License
Outdoor Sales-Promotion by Merchants Association	*In addition to regularly issued business license							\$4.00	License
Outdoor Sales-Seasonal Plants								\$50.00	License

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

\$50.00 Per year, per alarm for subsequent years or parts thereof.

5.3 Dispatching Fee

\$100.00 Per month for each private agency being dispatched from the City Communication Center.

5.4 Vehicle Impound Fee

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

5.5 Contract Law Enforcement Services

Police Officer (per employee, per hour - four hour minimum) \$75.00

Holiday (per employee, per hour - four hour minimum) \$165.00

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page*. Double-sided copies shall be charged as two pages. **For police records requests, see Section 6.6.*

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2008). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (i) and (ii).

(b) An hourly charge under this section may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (a) and (b), no charge may be made for the first quarter hour of staff time.

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the

individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

6.6 Requests for Police Records

\$10.00 per police report/traffic accident report
\$20.00 per CD (compact disc) of Video or Photographs
\$5.00 per printed color photograph
\$15.00 per fingerprinting request

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the meter system.

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

Effective July 1, 2019
\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019
\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.2 Fines for mobility disabled space violations are as

follows: Effective July 1, 2019
\$270.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$297.00 after 14 days;
\$326.00 after 30 days;
\$344.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$165.00 after 14 days;
\$181.00 after 30 days;
\$189.00 after 60 days

B. Fines for all other special event parking violations.

Effective December 15, 2017

\$145.00 from the date of violation until fourteen (14) days following the violation

\$145.00 after 14 days;
\$145.00 after 30 days;
\$145.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows:

Effective July 1, 2019

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019

\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.5 Fines for all other parking violations are as

follows: Effective July 1, 2019

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$44.00 after 14 days;
\$48.00 after 30 days;

\$50.00 after 60 days

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

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

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

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

7.6 Parking Permits.

China Bridge Parking Permits –Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$400.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

Drop & Load Parking Permits - \$200 per vehicle annually, \$100 replacement permit Ground Transportation, Lodging and TNC Companies with a valid business license per Title 4-8 and Title 9 are eligible to purchase a parking permit(s) valid for Drop and Load areas during timeframes, seasons, Special Events, and locations as approved by the Parking Manager and City Manager. Drop and Load parking permits may be transferable between vehicles.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$60.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9th St): Daily rate of \$16.00 per space
Swede Alley: Daily rate of \$12.00 per space

Sandridge, South City Park, Residential Permit Zones:	Monthly rate of \$20.00 per space
a. Up to two spaces for vehicle parking with approved and active building permit	\$0.00
b. Pay station removal for construction.	\$1,000.00
c. Vehicle Permits	\$20.00 per space per month
Application Fee:	\$20.00
c. Dumpster or Equipment Permit	\$50.00 per space per month

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Garage and Surface Lot Parking Rates, Effective December 15, 2017:

Peak Season, December through April 15 and June through September

China Bridge:

11:00 a.m.-5:00 p.m. – FREE, no hourly
max 5:00 p.m.-Midnight – 1st hour FREE
\$3.00/hour after, no hourly max

Hourly rate may be modified, and may not exceed \$4.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m.-5:00p.m. – FREE, 4 hour max
5:00 p.m.-Midnight – \$3.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5:00 p.m. – FREE, 24 hour max
5:00 p.m.-Midnight – \$1.00/hour, 24 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5:00 p.m. – FREE, 72 hour max
5:00 p.m.-Midnight – FREE, 72 hour max

South Marsac:

AM-5:00 p.m. – FREE, 2 hour max
5:00 p.m.-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

6:00 a.m.-2:00 a.m. – FREE, 2 hour max

East Heber, between Main Street and Swede Alley:

6:00 a.m.-2:00 a.m. – Load Zone, 2 hour max.

Gateway top level:

FREE for Main Street permit holders

Non-Peak Season, April 15 through May and October through November

China Bridge:

11:00 a.m.-5:00 p.m. – FREE-No hourly max 5:00 p.m.-Midnight

– 1st hour FREE

\$1.00/hour after free first hour, no hourly max

Hourly rate may be modified, and may not exceed \$3.00/hour Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max

11:00 a.m.-5:00 p.m. – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5:00 p.m. – FREE, no hourly max

5:00 p.m.-Midnight – FREE, no hourly max

7.12 Meter rates are as follows:

Effective December 15, 2017

Peak Season

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$5.00/hour

Non-Peak Season

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – \$1.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$1.50/hour

5:00 p.m.-Midnight – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

Effective December 15, 2017 Tokens will no longer be an acceptable method of payment.

7.13 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.12 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities
- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published on the city's website. In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

8.3.5 Discounting Fees: The Recreation Services Manager may, at his or her discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Services Manager may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes	Resident	Visitor
Youth (3 to 17) 10 Punch	\$28.00	\$40.00
Adult 10 Punch	\$80.00	\$100.00
Senior & Military 10 Punch	\$60.00	\$70.00
Child Care 10 Punch (10 hrs.)	\$35.00	

Tennis & Pickleball Court Charges

Hourly Court Fees

	Indoor	Outdoor
Resident rate	\$32.00	\$12.00
Visitor rate	\$44.00	\$16.00

Pickleball Outdoor Court Time Passes

1 month	\$65.00
3 month	\$180.00

Other Tennis & Pickleball Fees

Private Lesson 1 hour	\$78.00
Private Lesson 1/2 hour	\$42.00

Semi Private Lesson 1 hour (Per person)	\$41.00
Group of 3 (Per person)	\$30.00
Group of 4 (Per person)	\$25.00
Clinic drop-in fee 1 hr	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Ball Machine per hour	\$12.00
Tennis Courts Non Athletic (Daily)	\$3,000.00

Daily Drop In

	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$6.00
Adult	\$8.00	\$15.00
Senior 65+ & Military	\$6.00	\$8.00
Fitness Classes	\$10.00	\$18.00
Senior/Military Fitness Classes	\$8.00	\$10.00

Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$45	\$22	\$67
3 Month	\$125	\$60	\$185
6 Month	\$232	\$108	\$340
12 Month	\$433	\$192	\$625

Senior 65+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$40	\$22.00	\$62
3 Month	\$112	\$60.00	\$172
6 Month	\$205	\$108.00	\$313
12 Month	\$375	\$192.00	\$567

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$82	\$38.00	\$120
3 Month	\$242	\$108.00	\$350
6 Month	\$393	\$182.00	\$575

12 Month	\$725	\$325.00	\$1,050
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PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65.00	\$125.00	
Half Gym	\$35.00	\$75.00	
Non Athletic			\$1,400.00

Fitness Studios	\$65.00 (for profit)	\$125.00 (for profit)
	\$35.00 (non-profit)	\$75.00 (non-profit)

Other Fees

Visitor 10 Punch Card	\$100.00
1 Month Visitor Pass	\$100.00
Child Care Per Hr.	\$4.00
Personal Training Daily Fee	\$25 per session
Personal Training Monthly Fee	\$400 per month
Personal Training Annual Fee	\$4,000 per year
Birthday Party	\$150.00
Party Room per hour	\$50.00

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18 hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees in order to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September
Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1110.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$350.00
Non-Resident Sr. Punch Pass	\$390.00
Corporate Pass	\$3,000.00
Resident 18 Hole	\$39.00
Resident 18 Hole with Cart	\$54.00
Utah Resident 18 Hole	\$48.00
Utah Resident 18 Hole with Cart	\$63.00
Non-Resident 18 Hole	\$55.00
Non-Resident 18 Hole with Cart	\$70.00
Resident 9 Hole	\$19.50
Resident 9 Hole with Cart	\$27.00

Utah Resident 9 Hole	\$24.00
Utah Resident 9 Hole with Cart	\$31.50
Non-Resident 9 Hole	\$27.50
Non-Resident 9 Hole with Cart	\$35.00
Resident Off-Season 18 Hole	\$28.00
Non-Resident Off-Season 18 Hole	\$32.00
Small Range Bucket	\$5.00
Large Range Bucket	\$10.00
Rental Clubs for 18 Holes (includes 6 golf balls)	\$50.00
Rental Clubs for 9 Holes (includes 3 golf balls)	\$25.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users.

Non-Resident Card Fees

Household	\$40.00 per year
Non-City Limits Visitor	Resident Card Fess Household (6 months) \$20.00
Students residing in Summit County	Free
Educators in Park City School District	Free
Wasatch County Student Cards	\$15.00 per year
Organization card - non-profit	\$45.00 per year
Organization card - for-profit	\$55.00 per year
Interlibrary Loans	\$1.00 charge per item

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$1,000	\$1,000
Removal of infant for interment outside cemetery	\$360.00	\$360.00

Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 60.00	\$90
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
- Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
- Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
- Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basemen	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

****a** \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

*****a** \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows:

- Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.
- Group 2: Activities during Library hours which are open for public participation but charge a fee for entry or activities which are closed to the public.
- Group 3: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees
- Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3 4	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	\$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental

date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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Youth = 6-17 year olds; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

Public Skate – 5 years & under	Free	Free
Public Skate – youth & adult	\$6.00	\$10.00
Cheap Skate (includes skate rental)	\$6.00	\$10.00
Group Rates (20+) includes skate rental	\$6.00	\$10.00
School Rate – includes skate rental	\$6.00	\$10.00
Skate Rental	\$4.00	\$4.00
Drop-in Hockey - youth	\$8.00	\$12.00
Drop-in Hockey - adult	\$10.50	\$14.00
Coached Drop-in Hockey – adult	\$12.50	\$16.00

Coached Drop-in Hockey – youth	\$10.00	\$13.00
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*Goalies may play for free during Stick & Puck if they are available for others to shoot on and not in a lesson. Goalies can play Drop-in program for free if there is space available. The respective Drop-in hockey fee applies if the goalie is in a lesson or would like to reserve their spot.

Freestyle- 5 & Under, Only in lesson (punch card only)	\$50.00	\$50.00
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Freestyle- y Youth	\$8.00	\$12.00
Freestyle- a Adult	\$10.50	\$14.00

Drop-in Curling	\$20.00	\$24.00
Drop-in Broomball	\$14.00	\$18.00
Broomball Rental (individual)	\$3.50	\$3.50
Drop-in Skating Class	\$15.00	\$18.00

Off-Ice Programming:		
Strength & Conditioning, Ballet, Skate Treadmill	\$11.50	\$14.00
Visiting Coach Fee	\$16.00	\$16.00
Curling Instructor Fee	\$50/per hour/per instructor	

10 Session Punch Cards

Punch cards are available for Public Skate, Drop-in Hockey and Freestyle sessions at a discount equal to \$.50 per session. Punch card fees are adjusted to reflect the admission of residents and non- residents. Punch cards are also available for skate sharpening with no discount simply, for convenience. Punch cards should be paid in full at the time of purchase. If the balance on a punch card is not paid in full within 7 calendar days (one week) a 10% late fee will be applied.

Annual Passes

Platinum (Freestyle, Off-Ice, Public Skate, Skate Sharpening)

Single Annual Payment	\$4,750
Semi Annual Payment	\$4,900

Bronze (Public Skate):

Family (Up to 4 family members)	\$550
Additional Family Member	\$50
Adult	\$260
Youth (6-17 year olds/Senior +65 years)	\$190

Hourly Ice

Tax Exempt User Groups*/Employees	\$200
Local Rate (<u>Summit or Wasatch County Resident</u>)	<u>\$215</u> 225
<u>Non Resident, Not for Profit</u>	<u>\$250</u>
Camp	<u>\$290</u> 300
For-profit	\$375

**User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).

Room Rental

Multi-purpose Rooms \$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

Birthday Parties

Basic Package \$175
Super Star Birthday Package \$300
Instructor \$50/per 30 minutes

Equipment (per hour)

Broomball \$50
Curling \$50/hour/lane
Hockey (non-program rental) \$10/week
Dividers \$25

Cleaning Event Fees

Rentals 1-50 people \$50
Rentals 51-100 people \$100
Rentals 101+ people \$200

Bleachers \$200/day

Catering Fee \$150

Scheduling Impact Fee \$150

Skate Services

Fees listed below are for services requested for 24 hours or more. An additional fee may be paid for services requested within 24 hours. Punch cards available for overnight services only. There is no discount for skate sharpening punch cards, they are available for convenience. Pre-payment is required for all skate sharpening.

Hockey Skate Sharpening ~~\$85.50~~
~~Goalie Skate Sharpening~~ ~~\$6.50~~
Figure Skate Sharpening ~~\$7.50~~ 10.00
Custom Radius ~~\$20.00~~ 30.00
Figure Skate Sealing \$30.00
Rivets Replacements ~~\$2.50~~ 0
Figure Skate Blade Mounting (per pair) \$25.00
Skate Fitting (without purchase) \$20.00

Locker Rental (Annual Fee)

	<u>First Floor</u>	<u>Second Floor</u>
Regular Locker	\$180	\$130
Large Locker	\$210	\$160

Gate Fees

The Park city Ice Arena will take 25% of any gate fees collected for an event.

Advertising Fees and Sponsorship Fees

Dasher Board Ads \$1,600
Wall Banners \$2,500
Glass Decals \$400
Program Sponsorship Varies by program

Note: All user groups will receive a free dasher board ad on the east side to promote their activity. They can sell the ad, acknowledge their sponsors or promote their program.

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

9.3. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.4. Discounting Fees: The Ice Arena Manager may discount fees when:

- a. Offering special promotions designed to increase use.
- b. Trying to fill non-prime time.
- c. Introducing new programs or activities.
- d. Playing conditions are below standard due to weather or facility disrepair.

9.5. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties and submit an application. Program fees may be discounted up to 75% off for students in the Park City School District who qualify for free or reduced lunch. Fees may be discounted for specified youth and adult programs based on an individual's Average Median Income (AMI). Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

9.6 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District. A service charge of 2% will be applied to credit card charges over \$5,000.

FULL COMPLEX RATES						
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium SOC	\$500	\$200	\$100	\$50		
PCSC multipurpose	\$375	\$200	\$100	\$50	\$1,600	\$1,000
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50		
PCHS SB	\$375	\$100	\$75	\$50		
PCHS LL	\$375	\$100	\$75	\$50	\$800	\$575
North 40 North	\$375	\$250	\$100	\$50		
North 40 South	\$375	\$250	\$100	\$50		
					\$500	\$350
City Park	\$375	\$250	\$100	\$50	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMJHS	\$375	\$100	\$75	\$50	\$800	\$575
Stakeholder Fee						\$200 per team per season youth

Non-exclusive Commercial Use of Outdoor Recreation Facilities

	Per Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500

Volleyball Court Fees (per court)	\$30.00/hr. Res.	\$50.00/hr. NonRes
	\$120.00/day Res	\$200.00/day NonRes
(2 courts)	\$200.00/day Res	\$300.00/day NonRes
Stakeholder Fee	\$300.00/team/season - adult	
Additional Restroom Cleaning	\$30.00 per clean	
Additional Field Prep (Softball/Baseball)	\$95.00 per field	
Special Field Prep (Low grass Cut)	\$1,000.00 per field	
Field Set Up (Lacrosse, Soccer, Football)	\$200.00 per field	
Lights - PCSC & City Park	\$20.00 per hr.	

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity

- 10.1 Fee for in lieu of providing public parking \$40,000.00 per stall
- 10.2 Returned Check Charge: \$25.00

10.3	<u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	\$53.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	\$93.25
10.5	<u>Banner Installation</u>	
	Street Banner Installation-entire Main	\$648.70
	Street Banner Installation-every other Main	\$486.55
	Street Banner Installation-every 3rd	\$324.35
	Street banner Installation- Roundabout	\$346.65
	Street Banner Installation- Kearns	\$1,431.00 (Includes
	state permit, barricades and signage, required during install and takedown)	
10.6	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl. operator)	\$47.70
	Pavilion Cleaning	\$157.95
	Trash Removal	\$33.90
	(public property only - not provided for private property)	
	Extra Trash Cans	\$6.75
	Trash Bags	\$2.10
10.7	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$75.00 Holiday
	(per employee, per hour - four hour minimum)	\$165.00
	Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
	Mobile Command Trailer (each additional day)	\$100.00
10.8	<u>Parking Reservation Fees (Parking Department)</u>	
	Application Fee	\$22.25
	Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
	Swede Alley Parking Space (per space, per day)	\$13.25
10.9	<u>Barricades (cost per barricade)</u>	
	Crowd Control Barricades	\$5.90
	Portable Electronic Sign/Message Board (per day)	\$151.20
	Temporary Signs (each)	\$18.50
	Street Barricades (per day)	\$1.40
10.10	<u>Dumpsters</u>	
	8 Yard (delivery + haul off fee)	\$210.00
	30 yard (delivery + haul off fee)	\$210.00
	Landfill fee for 30 yard dumpster (per ton)	\$35.00
10.12	<u>Streets Equipment and Materials Equipment (2</u>	
	hour min. - billable rate is portal to portal,	
	cost includes operator, fuel, maintenance)	
	Large Loader (per hour, 1 staff)	\$103.20
	Small Loader (per hour, 1 staff)	\$71.95
	Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
	Unimog with Snow Blower (per hour, 1 staff)	\$180.20
	Unimog Snowplow (per hour, 1 staff)	\$88.35

Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05

10.13 Materials

Salt (per ton)	\$45.00
Road base (per ton)	\$18.00
Sand (per ton)	\$16.00
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95

10.14 Personnel (total compensation per employee, per hour, during regular business hours)

Parks Department (PCMC Parks employee)	\$38.50
Streets Department (Streets employee)	\$38.50
Special Events Department (staff)	\$42.25
Cleaning Labor – restrooms, buildings and other (contract labor)	\$28.00

10.15 Special Event Application Fee (Processing and Analysis)

Level Five Event	\$640.00
Level Four Event	\$320.00
Level Three Event	\$160.00
Level Two Event	\$ 80.00
Level One Event	\$ 40.00
First Amendment Event	\$ 40.00
Film Permit Application Fee	\$ 80.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day

Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

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

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

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

10.18 Credit Card Transaction Fees

Effective July 1, 2019, there will be a 2.00% service fee for all non-utility credit card payments equal to or greater than \$5,000.

SECTION 11. MUNICIPAL ELECTION FEES

11.1 Fees for municipal elections are as follows:

\$150.00 Mayoral filing fee

\$100.00 Council filing fee

Category	RFP Description of Service	Applicant	FY2020 Past Award	FY2021 Requested Amount	FY2021 Recommended Amount
Education	Support affordable daycare services for the City's workforce families. There is great demand from working families in Park City for quality, affordable childcare. For after school education operating hours should take place directly after school ends and run consistently and regularly.	PC Education Foundation	\$50,000	\$50,000	\$50,000
		PC Tots	\$45,000	\$50,000	\$50,000
Emergency Assistance	There is a compelling need in Park City for serving the emergency needs of low-income individuals and families, particularly among the Latinx community. Programs may coordinate services for those looking to improve their economic status and/or experiencing unemployment, (e.g., legal aid, immigration, workforce services, etc.).	Holy Cross Ministries	\$10,000	\$20,000	\$10,000
		Jewish Family Service	\$10,000	\$10,000	\$10,000
		Christian Center	\$25,000	\$60,000	\$30,000
Food Pantry	In Park City there are many individuals and families who go hungry on a daily basis. Thus a food pantry service that provides free food has been identified as a core need to the community.	Christian Center	\$12,500	\$10,000	\$10,000
Medical Treatment	Support the medical and mental health needs of those in Park City who are uninsured, this would include services such as diagnosis, treatment, screening, referrals to specialist and social agencies, educational programs, physical therapy, and women's health programs. In addition, connect those in need to other health care resources in the area.	Jewish Family Service	\$10,000	\$10,000	\$10,000
		People's Health Clinic	\$40,000	\$55,000	\$40,000
Safe Haven	Provide a safe haven for individuals and families seeking shelter. Work to ensure safety, comfort, and resources for each person in need of help. Through prevention, awareness, and outreach strive to bring knowledge and resources to community including domestic violence shelter and therapy.	Peace House, Inc.	\$35,000	\$75,000	\$40,000

Available Funding		Totals	\$237,500	\$340,000	\$250,000
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\$250,000

\$0

CHAPTER 5 - CONTRACTS & PURCHASING POLICY

PART I - PUBLIC SERVICE CONTRACTS (AMENDED MAY ~~2019~~2020)

As part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City. Depending upon the type of service category, payment terms of the contracts may take the form of cash payment and/or offset fees or rent relating to City property in exchange for value-in-kind services. The use of the public service contracts will typically be for specific services rendered in an amount consistent with the current fair market value of said services.

A. Public Service Fund Distribution Criteria

In order to be eligible for a public service contract in Fund Categories 1-3, organizations must meet the following criteria:

1. **Criterion 1:** Accountability and Sustainability of Organization - The organization must have the following:
 - a. Quantifiable goals and objectives.
 - b. Non-discrimination in providing programs or services.
 - c. Cooperation with existing related programs and community service.
 - d. Compliance with the City contract.
 - e. Federally recognized not-for-profit status.
2. **Criterion 2:** Program Need and Specific City Benefit - The organization must have the following:
 - a. A clear demonstration of public benefit and provision of direct services to City residents.
 - b. A demonstrated need for the program or activity. Special Service Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.
3. **Criterion 3:** Fiscal Stability and Other Financial Support - The organization must have the following:
 - a. A clear description of how public funds will be used and accounted for
 - b. Other funding sources that can be used to leverage resources.
 - c. A sound financial plan that demonstrates managerial and fiscal competence.
 - d. A history of performing in a financially competent manner.
1. **Criterion 4:** Fair Market Value of the Services - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

B. Total Public Service Fund Appropriations

The City may appropriate up to 1 percent of the City's total budget for public service contracts for the Special Service Contract and Rent Contribution Categories described below. However, the annual budget for special service contracts will be approved by Council during the budget process. In addition, the City appropriates specific dollar amounts from other funds specifically related to Historic Preservation as described below:

C. Fund Categories and Percentage Allocations

For the purpose of distributing Public Service Funds, public service contracts are placed into the following categories:

1. Special Service Contracts

a. Regular Services

- ~~o Community Art & Culture~~
- ~~o Park City History and Visitor Services~~
- o Sister City Administration
- o Trails Management
- ~~o Waste/Recycling Management~~
- ~~o Education~~
- ~~o Housing~~
- ~~o Legal Mediation~~
- ~~o Safe Haven~~
- ~~o Food Pantry~~
- ~~o Medical Treatment~~
- o Emergency Assistance

b. Social Equity

- ~~o Childhood Care & Development~~
- ~~o Medical Treatment~~
- ~~o Emergency Assistance~~
- ~~o Food Pantry~~
- ~~o Legal Mediation Services~~
- ~~o Housing Outreach & Education~~
- ~~o After School Education~~
- o Inclusion
- ~~o Safe Haven~~
- ~~o Additional services related to Social Equity Strategic Plan~~

c. Innovation Grants

2. Rent Contribution

3. Historic Preservation

~~A percentage of the total annual~~ budget (which shall not exceed 1 percent) will be allocated for contracts in the Special Service Contract and Rent Contribution categories by the City Council. A specific dollar amount is allocated to Historic Preservation based on funds available from the various Redevelopment Agencies.

The ~~category percentage~~ allocation could vary from year-to-year, depending on Council discretion. In addition, as the City's budget fluctuates (up or down) due to economic conditions, the dollar amounts applied to each category may fluctuate proportionally. Unspent fund balances at the end of a year will not be carried forward to future years. It is the intent of the City Council to appropriate funds for specific ongoing community services and not fund one-time projects or programs.

D. Special Service Contracts

A portion of the budget will be designated for service contracts relating to services that would otherwise be provided by the City. ~~Special services that fall into this category would include, but not be limited to the following: community art & culture, Park City history and visitor services, sister city administration, trails management, waste/recycling management, childhood care & development, medical treatment, emergency assistance, food pantry, legal mediation services, housing outreach & education, and safe haven. More categories will be added to social equity services based off of the Social Equity Strategic Plan.~~ To the extent possible, individual special services will be delineated in the budget.

Service providers are eligible to apply for a special service contract every two or four years. Those services deemed as "regular" will be every four years, while those under the "social equity" category will be every two years. ~~every biennial budget process, with the exception of innovation grants which could run from one to three years.~~ The City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City Staff. The City reserves the right to accept, reject, or rebid any service contracts that are not deemed to meet the needs of the community or the contractual goals of the service contract.

Each special service provider will have a special service contract with a term of two or four years. Half of the total contract amount will be available each year. Eighty percent of each annual appropriation will be available at the beginning of the fiscal year, with the remaining 20 percent to be distributed upon demonstration through measures (quality and quantity) that the program has provided public services meeting its goals as delineated in the public service contract. The disbursement of all appropriations will be contingent upon council approval. Special service providers will be required to submit current budgets and evidence of contract compliance (as determined by the contract) by March 31 of the first contract year.

The City reserves the right to appoint a citizen's task force to assist in the competitive selection process. The task force will be selected on an ad hoc basis by the Service Contract Subcommittee.

All special service contract proposals must be consistent with the criteria listed in this policy, in particular criterion 1-4.

Innovation Grants: City council intends to provide the community with a meaningful venue to deliver unique and innovative ideas focused on tackling the City's challenges. These solutions may focus on the Community Critical Priorities of energy, housing, transportation, and social equity, but may be related to any initiative the City deems worthwhile. Grants would provide an organization with seed money to create programs or start initiatives, but would not serve as a long-term funding solution for non-profits. Innovation grants will typically have distributions ranging from 1-3 years.

Deadlines: All proposals for Special Service Contracts must be received no later than March 31. A competitive bidding process conducted according to the bidding guidelines of the City may set forth additional application requirements. If there are unallocated funds, extraordinary requests may be considered every six months during the two-year budget cycle, unless otherwise directed by Council.

Extraordinary requests received after this deadline must meet all of the following criteria to be considered:

1. The request must meet all of the normal Public Service Fund Distribution Criteria and qualify under one of the existing Special Service Contract categories;
2. The applicant must show that the requested funds represent an unexpected fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate that other possible funding sources have been exhausted.

E. Rent Contribution

A portion of the Special Service Contract funds will be used as a rent contribution for organizations occupying City-owned property and providing services consistent with criterion 1-4 pursuant to the needs and goals of the City. To the extent possible, individual rent contributions will be delineated in the budget. Rent contributions will usually be memorialized by a lease agreement with a term of five years or less, unless otherwise approved by City Council.

The City is required to make rent contributions to the Park City Building Authority for buildings that it occupies. Qualified Organizations may enter into a lease with the City to occupy City space at a reduced rental rate pursuant to criterion 1-4. The difference between the reduced rental rate and the rate paid to the Park City Building Authority will be funded by the rent contribution amount. Rent Contribution lease agreements will not exceed five years in length unless otherwise directed by the City Council. Please note that this policy only applies when a reduced rental rate is being offered. This policy does not apply to lease arrangements at "market" rates.

F. Historic Preservation

Each year, the City Council may appropriate a specific dollar amount relating to historic preservation. The City Council will appropriate the funding for these expenditures during the annual budget process. The funding source for this category is the Lower Park Avenue and Main Street RDA. The disbursement of the funds shall be administered pursuant to applications and criteria established by the Planning Department, and awarded by the City Council consistent with UCA § 17A-3-1303, as amended. In instances where another organization is involved, a contract delineating the services will be required.

G. Exceptions

Rent Contribution and Historic Preservation funds will be appropriated through processes separate from the biennial Special Service Contract process and when deemed necessary by City Council or its designee.

The Service Contract Sub-Committee has the discretion as to which categories individual organizations or endeavors are placed. Any percentage changes to the General Fund categories described above must be approved by the City Council. All final decisions relating to public service funding are at the discretion of the City Council.

Nothing in this policy shall create a binding contract or obligation of the City. Individual Service Contracts may vary from contract to contract at the discretion of the City Council. Any award of a service contract is valid only for the term specified therein and shall not constitute a promise of future award. The City Council reserves the right to reject any and all proposals, and to waive any technical deficiency at its sole discretion. Members of the City Council, the Service Contract Sub-Committee, and any Advisory Board, Commission or special committee with the power to make recommendations regarding Public Service Contracts are ineligible to apply for such Public Service Contracts, including historic preservation funds. City Departments are also ineligible to apply for Public Service Contracts. The ineligibility of Advisory Board, Commission and special committee members shall only apply to the category of Public Service Contracts that such advisory Board, Commission and special committee provides recommendations to the City Council. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

PART II - CONTRACTING AND PURCHASING POLICY

A. Purpose

These rules are intended to provide a systematic and uniform method of purchasing goods and services for the City. The purpose of these rules is to ensure that purchases made and services contracted are in the best interest of the public and acquired in a cost-effective manner.

Type	RFP		Term	Service	Description	Delay
	Issued by:	Reviewed by:				
Regular	Economy	Economy	4 Years	Park City History Services	Support operation of Historical Museum on Main Street including the research library for property owners, visitors and City staff conducting historic research on Park City.	N
Regular	Executive	Executive	4 Years	Sister City Administration	Support for administering and facilitating programs tied to fostering the City's relationship with our Sister City, Courchevel, France.	N
Regular	Economy	Economy	4 Years	Trails Management	Support for the preparation and grooming of public, multi-use, non-motorized winter trails.	N
Regular	Env Sust	Env Sust	4 Years	Waste/Recycling Management	Supplement the county's recycling program with collections for glass, building materials, electronics and hazardous materials. This may include community collection events and education.	N
Regular	Housing	Housing	4 Years	Housing	Provide housing website and maintain a free listing of available affordable rental properties, forms, roommate requests and valuable assistance in locating affordable rentals. Maintain a central database that pulls from all regional sources to provide information on affordable for-sale units, waitlists, and the qualification and application process for people in need of housing.	N
Regular	City Attorney's Office	City Attorney's Office	4 Years	Legal Mediation	Provide mediation for small claims cases, and free or low cost mediation in other cases to enable parties to settle disputes in an effective collaborative manner.	N
Regular	Budget	SSC Committee	4 Years	Safe Haven	Provide a safe haven for individuals and families seeking shelter. Work to ensure safety, comfort, and resources for each person in need of help. Through prevention, awareness, and outreach strive to bring knowledge and resources to community including domestic violence shelter and therapy.	N
Regular	Budget	SSC Committee	4 Years	Education	Support affordable education or daycare services for the City's workforce families. There is great demand from working families in Park City for quality, affordable educational opportunities for children. For after school education operating hours should take place directly after school ends and run consistently and regularly.	N
Regular	Budget	SSC	4	Food Pantry	In Park City there are many individuals and families who go hungry	N

		Committee	Years		on a daily basis. Thus a food pantry service that provides free food has been identified as a core need to the community.	
Regular	Budget	SSC Committee	4 Years	Medical Treatment	Support the medical health needs of those in Park City who are uninsured, this would include services such as diagnosis, treatment, screening, referrals to specialist and social agencies, educational programs, physical therapy, and women's health programs. In addition, connect those in need to other health care resources in the area.	N
Regular	Budget	SSC Committee	4 Years	Emergency Assistance	There is a compelling need in Park City for serving the emergency needs of low-income individuals and families, particularly among the Latinx community. Programs may coordinate services for those looking to improve their economic status and/or experiencing unemployment, (e.g., legal aid, immigration, workforce services, etc.).	N
Special	Budget	SSC Committee	2 Years	Housing Outreach & Education	Provide program to mentor and educate Park City individuals and families in process to secure housing as well as assist seasonal employees to find temporary housing.	Y
Special	Budget	SSC Committee	2 Years	After School Education	Provide students with learning and enrichment opportunities outside of the regular school day to help overcome disparities. Operate an after school extended learning service, activity, or program that benefits lower to middle income children. Demonstrated capacity to help working families.	Y
Special	Budget	SSC Committee	2 Years	Inclusion	Strive for cultivating a community that engages diverse perspectives, differing ideas, and individuals from different backgrounds to help shape culture and reduces disparities. Increase the community's capacity to create inclusive and diverse cultural, arts, and/or entertainment experiences that seek to reduce inequities in the community. Enhance communication and outreach methods that improve diverse voices and perspectives of underserved or underrepresented groups in the community. Advance adult education and entrepreneurship programs to promote career mobility.	Y

Ordinance No. XX-XX

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,
AND STATUTORY OFFICERS FOR FISCAL YEAR 2020 – 2021
IN PARK CITY, UTAH**

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

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

WHEREAS, a public hearing was duly advertised and held on June 11 and 18, 2020;

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2020-2021</u>
Mayor	\$45,366.72 per year
City Council	\$23,435.04 per year
City Manager	\$137,000- \$174,991 per year
City Attorney	\$130,000 - \$163,404 per year
City Treasurer	\$64,000 - \$89,747 per year
City Engineer	\$99,000 - \$124,086 per year
City Recorder	\$58,000 - \$79,039 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage. The Mayor shall also receive \$250 per month in car allowance. In addition, the Mayor and Mayor Pro-Tem. shall receive \$100 per wedding performed. Statutory officers are eligible for all benefits available to regular FTE, unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective on publication and shall apply retroactively to July 1, 2020.

PASSED AND ADOPTED this 18th day of June, 2020

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Work Session

Agenda Section:

Subject:

4:10 p.m. - Review Temporary Changes to Housing Requirements

Suggested Action:

Staff seeks direction from Council regarding possible temporary changes to buyer's eligibility for affordable housing units.

Attachments:

[Temporary Changes to Affordable Housing Requirements Staff Report](#)

City Council Staff Report

Subject: Temporary Changes to Affordable Housing Buyer Requirements

Author: David Everitt & Jason Glidden

Department: Community Development

Date: June 11th, 2020

Type of Item: Administrative

Recommendation

Staff seeks direction from Council regarding possible temporary changes to the current policy direction regarding buyer's eligibility for affordable housing units.

Background

The Housing department has been working with Lotus Consulting, a third party service provider, to help identify and approve potential buyers for the City owned affordable/attainable housing units. Currently, four of the seven units at Woodside Park Phase 1 are either sold or under contract. Lotus Consulting is currently working to identify buyers for the remaining units at Woodside Park (City owned), one unit at Silver Star (City owned), three units at Central Park (privately owned), and two units at PC Heights (privately owned).

Due to the COVID-19 pandemic, potential buyers are losing eligibility due to changes in employment status outside their control, and loan eligibility/approval has been impacted. This has added unforeseen challenges to matching buyers with units, and staff understands how important filling units as quickly as possible is to Council.

There have been a number of potential buyers that have expressed an interest in purchasing a unit but due to the reason mentioned above, are not able to commit to purchasing a unit at this time. In an effort to overcome these challenges and speed up the process of identifying buyers, staff is seeking direction on possible temporary changes to the requirements/qualifications:

- Once someone is qualified, allow for timeline leniency to close on a City owned affordable housing unit beyond what is allowed today.
 - o Generally, closing happen with two months of sales contracts being signed.
 - o Buyers would submit letter of intent until they get back to work and get financing approvals, etc.
 - o This option would not be available for units that are not owned by the City.
 - o The deadline for closing would not extend more than four months.
- Allow for gaps of employment during spring 2020 due to the economic downturn caused by COVID-19 pandemic; and
- Allow for co-signers on loans where the buyer was originally approved by lenders but changes in eligibility due to the COVID-19 pandemic, currently the City does not allow potential buyers to utilize co-signers.

Analysis

Based on the feedback that has been received from potential buyers and the unprecedented economic impacts of COVID-19, staff feels that the following temporary changes should be considered to further Council's affordable housing goals.

Leniency in Timeline – A number of potential buyers would have received financing prior to the pandemic but due to either being furloughed, having a reduction of hours, or loss of job no longer qualify. The City could allow for a longer timeline for buyers to get back on their feet and again be in a position to financially qualify. Buyers would enter into a letter of intent to purchase a unit pending financing approval. It is recommended that the deadline to close be push out for a period not to exceed four months. This would delay closing dates by several months, hence revenues from sales would be delayed as well. Staff believes that the delay in sales would have a minimal effect on the overall housing pipeline. This option would only be available for City owned units as we cannot delay sales of privately owned units.

Gaps in Employment – One of the criteria for purchasing a deed restricted unit is a work history of a minimum of two years. Staff feels that due to the unprecedented times, this requirement should be amended to allow for a gap during the spring of 2020 for applicants can prove loss of job due to the pandemic. Staff recommends allowing for employment “gaps” that are justifiably tied to COVID-19. This would be administratively reviewed and approved by staff upon information provided by an applicant.

Co-signers –The housing program does not allow for applicants to have co-signers in order to obtain financing approval. A co-signer is somebody who applies for a loan with the buyer and agrees to pay off the debt if the buyer does not make payments. A co-signer makes a loan application more attractive to lenders, so they are often more willing to approve loans with a strong co-signer. Lenders are also more likely to offer favorable terms on the loan, such as a lower interest rate, more flexible repayment, and lower fees.

In the past, staff has had concerns with co-signers, in that they typically have financial resources (family or otherwise) or capability that others do not that disqualify them for the affordable housing program. In addition, if a buyer defaults on the loan, payments are made by a non-qualified person, which is not necessarily the intent. Due to the pandemic, staff feels that affordable buyers are facing additional stress and challenges and by providing more flexibility, additional financing tools would benefit applicants. Staff recommends this change only temporarily for the next four months, and to re-evaluated in October of 2020.

Funding

These changes could result in some delays on the closings of some affordable housing units. Sales revenue from these units are credited back to the Housing Fund, which is used to fund future projects. Staff believes that delaying sales for a short time on remaining City owned units would not impact the timeline to develop future projects.

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Work Session

Agenda Section:

Subject:

4:25 p.m. - Discuss Changes to Park City's Strategy for Sequencing City-Owned Affordable Housing Developments

Suggested Action:

Attachments:

[Changes to Affordable Housing Pipeline Staff Report](#)

[Attachment A: Housing Pipeline Scenarios.pdf](#)

[Attachment B: Woodside Park Phase 2 Redesign Options](#)

[Attachment C: 100 Marsac Development Options](#)

[Attachment D: 100 Marsac Subdivision Options](#)

City Council Staff Report

Subject: Updating Park City's Strategy for Sequencing City-Owned Affordable Housing Developments (the "Housing Pipeline")

Author: Jason Glidden & Erik Daenitz

Department: Housing & Budget

Date: June 11, 2020

Type of Item: Administrative

Recommendation

Approve Scenario 6, which modifies the strategy for sequencing City-funded affordable housing developments (Housing Pipeline), including a redesign of the Woodside Park Phase 2 proposal with a phased construction schedule, the sale of the Norfolk property that was included as part of Woodside Phase 2, and the sale of City-owned property at 100 Marsac.

Executive Summary

Park City continues to drive forward with the aggressive community goal of 800 new affordable/attainable units by the year 2026. The overall housing plan to reach this goal includes a number of strategies, including the City funding and constructing units. The City's plan relies on a strategy to sequence funding for developments with revenues from the Lower Park Avenue Redevelopment Authority and the City's additional resort communities sales and use tax (ARST). As variables in both the economy and prioritization of City projects change, the funding levels and projected timelines within this sequencing need to be re-evaluated to match updated budget and City Council priorities.

To that end, staff is providing an update on the current Housing Pipeline (provided below). This report includes a discussion of the status of the funding sources, descriptions of the projects in the Housing Pipeline, and alternatives related to the timing, design, and funding of those projects. Staff recommends that the Council consider endorsing Scenario 6, which entails redesigning Woodside Park Phase 2; parceling off the Norfolk portion of the project; removing the townhomes and replacing them with a larger building with stacked flat units; selling 1302 Norfolk and 100 Marsac at market rates; and phasing the rest of the Woodside Park project, starting with the construction and sale of the Empire Avenue units. The previous Woodside Phase 2 plan can be found [HERE](#).



Background

In 2009, the City determined that the requirement that commercial development contribute to the community's affordable housing stock was not enough to address the housing shortfall. The City took a bold step to become an affordable housing developer in its own right. The City's first project – Snow Creek Cottages – was built and sold in 2010, and the City began developing plans for additional properties.

In February 2015, "Middle Income, Affordable and Attainable Housing" became one of the [Community Critical Priorities](#) for the City. The goal is to facilitate a range of high quality affordable housing opportunities that meet the life-cycle needs of Park City households at various economic levels. In August of 2016, City Council set an ambitious goal of adding 800 new units to the existing inventory of 498 units by 2026 with an interim goal of 220 units by the year 2020.

In approximately 4 years, through direct development and partnerships, the City has added 131 new units to the affordable housing inventory, increasing the total affordable housing inventory to 606 units. To continue our progress, the Housing Pipeline was created as a blueprint that outlines the City's plans to develop an additional 190 units, which are in various stages of planning, design, and development.

Funding City-Owned Housing Developments

In 2017, the City issued a sales tax bond in the amount of ~\$33 million. Proceeds from this bond were utilized to fund projects associated with affordable housing (\$3.75M toward Woodside Park Phase I, \$4.2M for Central Park Condominiums), open space, and arts & culture. The Homestake property was also purchased for \$5 million from the Additional Resort Sales and is planned to receive a considerable amount of affordable housing as part of the Arts and Culture District.

A second bond was issued in 2019, in the amount of \$30M, to fund additional Community Critical Priorities. Approximately \$8M was spent on the acquisition of Treasure Hill, and \$22M remains planned for affordable housing projects. Revenues from property tax increment in the Lower Park Avenue Redevelopment Area (LPARDA) and a portion of the City's ARST services the debt of these two bonds until 2030. Overall, the ARST is committed to approximately \$2M in debt service each year among all issuances. With regard to LPARDA tax increment, revenue forecasts, at this time, do not account for potential increment increases associated with significant commercial redevelopment that may occur in the LPARDA such as the development of the parking lots at Park City Resort.

In summary, planned affordable housing projects within the Housing Pipeline are funded through bond proceeds arising from the 2019 Sales Tax Revenue Bond and anticipated future sales revenue generated from Woodside 2 assets. All proceeds dedicated to affordable housing from the 2017 sales tax bond have been drawn down to zero. Due to constraints of a fixed of funding, in the event of any project cost overruns, fund balances are not likely to be available to make up the difference. .

To that end, staff has developed a financial strategy, designed to achieve Council's goals and provide stability in the affordable Housing Pipeline, while also taking into account existing commitments detailed above.

The Housing Pipeline

In order to maximize the use of bond proceeds, the City created a Housing Pipeline, which is a strategy document illustrating how projects will sequence so that proceeds from the sale of one development are used to fund the next development. (See Exhibit A.) Future housing projects require the cash generated from the sale of projects developed and sold in the past. The cash flow needed to ensure proper funding can force changes to timing of future projects within the pipeline.

The following projects are contemplated as part of the Housing Pipeline:

Woodside Park Phase 1. This project included the building of 8 units. The City Council decided to retain one unit for employee use. The project is complete and being sold to qualified buyers. Currently, three units have closed, one is under contract, and the remaining three units are being matched with buyers.

Woodside Park Phase 2. In its current design, this project includes 52 affordable/attainable housing units. The project went through the Master Planned Development (MPD) approval process last year. The project was approved by the Planning Commission but appealed by an adjacent property owner to the Board of Adjustment (BOA) to reduce some of the setbacks. The BOA ultimately sided with the appellant and overturned the Planning Commission's approval. This has delayed the project as staff has worked with the architect to take some of the feedback received over the last year and develop alternative plans moving forward.

Current estimates of the Woodside Park Phase II project have risen to ~\$24M-28M due to the purchase the 1302 Norfolk property, additional design costs, and increasing construction costs and inflation, creating a funding shortfall of around ~\$4M. Due to the shortfall and the BOA appeal, alternatives were explored with the architect to satisfy design issues in the context of the Land Management Code and construction feasibility.

These include removing portions of the project and selling the single family properties, redesigning the project, and adjusting the timeline and phasing. Staff developed six scenarios (Exhibit B), which include a brief description, financial breakdown, and drawings.

Art & Culture District. The proposed Art & Culture District has an estimated 42 affordable rental units that are planned to be constructed by the City. Staff has been working with the project architects and project managers to determine best unit types to meet existing rental market needs. The majority of the units will be one bedroom or studios with a limited number of two bedroom units.

Homestake. Located near the Art & Culture District, this project is currently in conceptual design to include around 70 affordable rental units. Staff is working on general site issues associated with best alternatives for access into the development and utility connections.

Shoring Up Housing Funds

Staff recommends the Housing Pipeline continue to be revised and refined as housing developments continue to evolve and the LPARDA is expected to fund other major capital projects.

On its current path, the funds set aside for affordable housing projects may dip into the negative in the near future due to increased construction costs and cash flow issues discussed below. Staff prepared options to prevent deficit spending, yet still aggressively fund City-owned affordable housing developments.

As part of the Housing Pipeline financial analysis, staff looked at other alternatives to close the funding gap, including the disposition of the City-owned property at 100 Marsac. By way of background, on May 16, 2019, Council entered into a contract with Sparano & Mooney to investigate the possibility of development. This process included community engagement, public meetings, online forums, and one-on-one interviews with local stakeholders (residents, developers, local non-profits, state agencies, etc.) to identify concerns. A list of concerns were developed and considered in the development of conceptual drawings. Three concept designs were developed, cost estimates were calculated, and the options are provided in Exhibit C and D of this report.

Based upon the projected costs, ~\$200,000 per unit, which is much higher than previous housing developments, staff does not recommend moving forward. Instead, staff recommends a market rate disposition strategy. This includes splitting into smaller parcels that can be sold as one large purchase or individually, likely leading to small, single family home development compatible with the surrounding neighborhood. The funds from the sale would be placed into the affordable housing budget to be used to help support the funding of the housing pipeline. A conceptual design of the subdivision is provided in Exhibit D. The sale of 100 Marsac could bring in \$2-\$4 million.

After exploring various options for Woodside Park Phase 2, along with the possibility of selling other City owned properties, staff created six possible scenarios for the Housing Pipeline moving forward. These scenarios include the funding and timing of the construction of the new senior center, as well as the development of the Art & Culture District. These documents can be found in Exhibit E of this report and, based upon the financial analysis, only a few options allow the housing pipeline to remain financially stable.

Staff recommends Council move forward with Scenario 6. This Scenario includes:

- Redesigning Woodside Park Phase 2, which removes the Norfolk House portion of the project, removes the townhomes and replaces with a larger building of stacked flat units;
- Selling the property at 1302 Norfolk;
- Selling the property at 100 Marsac; and
- Phasing the rest of the Woodside Park Phase 2, starting with the construction and sale of the Empire Avenue units.

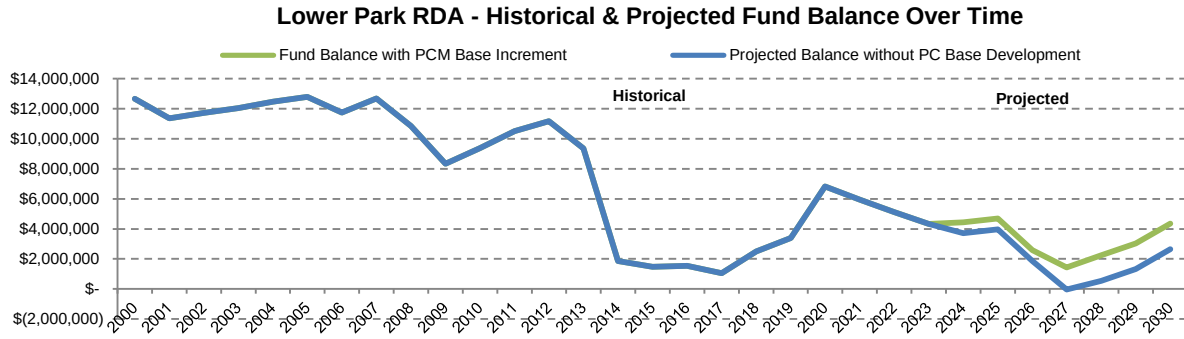
If Council supports scenario 6, staff plans to submit a new MPD application by fall 2021 and construction in spring of 2021. Listing the Norfolk property would occur once the MPD is approved. Work to amend the plat and subdivide 100 Marsac would also commence this fall, with intent to list once the plat amendments are approved.

In addition, all of the scenarios within the LPARDA require a deferral of existing capital projects to future years so that the fund is not overdrawn. While the LPARDA contributes the bulk of its tax revenues to existing debt service, remaining funds are programmed for capital projects. Due to the financial structuring of the housing scenarios, which are prioritized higher than other capital projects, staff recommends delaying non-housing projects. The strategy is designed to accomplish the following:

1. Minimize impacts to intended levels of service and preserve shovel ready projects;
2. Program capital budgets to align with expected project execution timelines; and
3. Preserve the health of the LPARDA fund balance so that it may continue to meet its debt service obligations

Legend		
	No Change	Proposed Adjustment
Project	Budget	Proposed Timing
Recreation Building in City Park	\$4,447,101	FY26 and FY27
City Park Improvements	\$942,248	No Change from Current Budget, \$100k/year through FY24
Old Town Stairs	\$600,000	\$150k/year FY20 - FY24
Crescent Tramway Trail	\$193,857	FY26
Skate Park Repairs	\$59,749	\$5k/year FY20 - FY24, remaining balance in FY26
Public Art	\$42,749	No change from Current Budget, available balance as of FY20 \$42,749
Traffic Calming	\$39,845	No change from Current Budget, available balance as of FY20 \$39,845
Old Town Access and Circulation Plan	\$30,000	No change from Current Budget, available balance as of FY20 \$30,000
City-wide Signs Phase I	\$7,156	No change from Current Budget, available balance as of FY20 \$7,156
Central Park	\$1,364	No change from Current Budget, available balance as of FY20 \$1,364
Total	\$6,364,069	

Through this strategy, LPARDA projected fund balance is expected to be feasible, yet highly constrained should no additional development within the RDA occur.



Funding

Currently, the City has allocated approximately \$22 million in LPARDA bond funds to fund housing projects as noted above. Further components of the funding strategy assume sales of assets that the City owns or intends to develop.

Attachments

- A Housing Pipeline Scenarios
- B Woodside Park Phase 2 - Options
- C 100 Marsac – Development Options
- D 100 Marsac – Subdivision Options

RDA Housing Pipeline

- As mentioned in City Council meeting on 3/5/2020, remaining proceeds from the City's 2019 sales tax bond issuance stand at **\$22M** and we see these remaining bond proceeds as encumbered by the budgeted cost of Woodside Park Phase II
- The affordable housing pipeline within the LPA RDA is viable, yet hinges on potential approaches taken with respect to the Woodside Park Phase II project
- To illustrate potential options we have conducted a multiple scenario cashflow analysis outlined in the details that follow below and in subsequent slides

Lower Park RDA - Housing Scenario Summary

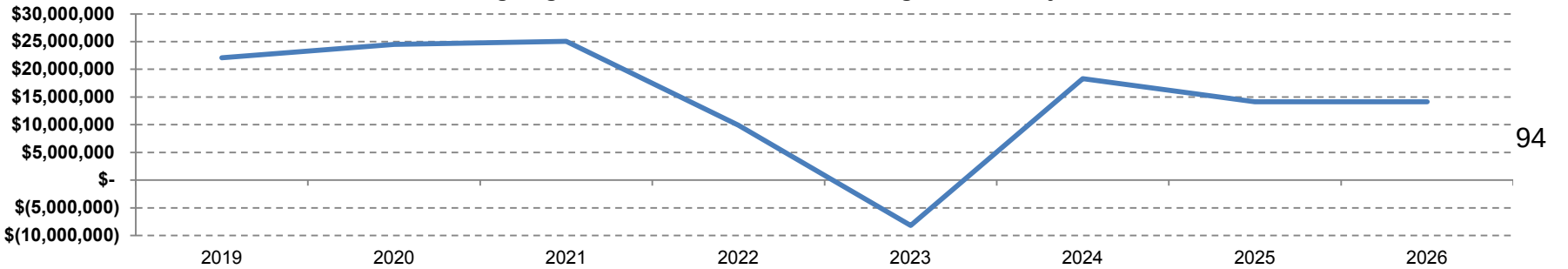
Scenario 1		Scenario 2		Scenario 3		Scenario 4		Scenario 5		Scenario 6	
Number of Woodside II Units Constructed:	52	Number of Woodside II Units Constructed:	45	Number of Woodside II Units Constructed:	46	Number of Woodside II Units Constructed:	40	Number of Woodside II Units Constructed:	45	Number of Woodside II Units Constructed:	46
Woodside II Construction Launch:	FY 2022	Woodside II Construction Launch:	FY 2022	Woodside II Construction Launch:	FY 2022	Woodside II Construction Launch:	FY 2021	Woodside II Construction Launch:	FY 2021	Woodside II Construction Launch:	FY 2021
Woodside II Construction Completion:	FY 2023	Woodside II Construction Completion:	FY 2023	Woodside II Construction Completion:	FY 2023	Woodside II Construction Completion:	FY 2023	Woodside II Construction Completion:	FY 2023	Woodside II Construction Completion:	FY 2023
Description: This option is to keep the current design of the Woodside Park development and develop all three parcels.		Description: This option is to split off the Norfolk property from the Woodside Park development, divide the Norfolk parcel in half and sell both lots at market rate. This includes a redesign of the Woodside portion but keeps the townhomes and stacked flats.		Description: This option is to split off the Norfolk property from the Woodside Park development, divide the Norfolk parcel in half and sell both lots at market rate. The Woodside portion of the project would be redesigned, removing the townhomes and replacing them with stacked flats.		Description: This option is to split off both the Norfolk and Empire properties and sell the land at market rate.		Description: This option is the same unit plan as Scenario 2, but over a longer period of time to distribute expenses more evenly.		Description: This option is the same unit plan as Scenario 3, but over a longer period of time to distribute expenses more evenly.	
Woodside II Total Expense	Woodside II Total Revenue	Woodside II Total Expense	Woodside II Total Revenue	Woodside II Total Expense	Woodside II Total Revenue	Woodside II Total Expense	Woodside II Total Revenue	Woodside II Total Expense	Woodside II Total Revenue	Woodside II Total Expense	Woodside II Total Revenue
\$26,967,512	\$26,245,000	\$26,967,512	\$26,245,000	\$24,246,775	\$25,053,000	\$22,757,142	\$17,866,906	\$27,717,512	\$26,245,000	\$24,996,775	\$25,053,000
Positives	Negatives	Positives	Negatives	Positives	Negatives	Positives	Negatives	Positives	Negatives	Positives	Negatives
Woodside II Project initiates with no sub-division activities	Available project funds go negative in FY 2023		Available project funds go negative in FY 2023	Less total cost than Scenarios 1 and 2	Available project funds go negative in FY 2023	Housing proceeds more sustainable over time	Assumes sale of Empire, less total units relative to other plans	Full Woodside II project completion in FY 2023	Assumes sale of Norfolk assets in FY 2021	Full Woodside II project completion in FY 2023	Assumes sale of Norfolk assets in FY 2021
Additional Details		Additional Details		Additional Details		Additional Details		Additional Details		Additional Details	
Assumes subdivision and sale of 100 Marsac in FY 2021		Assumes subdivision and sale of 100 Marsac in FY 2021		Assumes subdivision and sale of 100 Marsac in FY 2021		Assumes subdivision and sale of 100 Marsac in FY 2021		Assumes subdivision and sale of 100 Marsac in FY 2021		Assumes subdivision and sale of 100 Marsac in FY 2021	

RDA Housing Pipeline: Scenario 1

Scenario 1 Description: This option is to keep the current design of the Woodside Park development and develop all three parcels.

Project Legend	Woodside I	Senior Center	Woodside II	Homestake	Arts & Culture Housing	Other RDA Capital Projects									
Current Available Bond Proceeds						Ongoing Proceeds Available for Housing Related Projects									
\$ 22,104,989		\$ 24,483,935		\$ 25,050,124		\$ 9,894,393		\$ (8,163,414)		\$ 18,312,586		\$ 14,143,567		\$ 14,143,567	
Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.
		\$2,700,000	Woodside I sale of assets, option to sell additional 600,000 unit #4	\$2,000,000	Subdivide and sell 100 Marsac					\$27,126,000	Sale of Woodside II assets				
FY 2019		FY 2020		FY 2021		FY 2022		FY 2023		FY 2024		FY 2025		FY 2026	
		(\$221,054)	Woodside II Planning/Design Expenses	(\$528,946)	Woodside II Planning/Design Expenses	(\$9,028,903)	Woodside II Construction begins	(\$18,057,807)	Woodside II Construction continues & completes	(\$650,000)	Homestake Planning/Design Expense	(\$4,169,019)	Cash reserved for Homestake bond issuance	(\$2,510,814)	Other RDA Capital Projects
		(\$100,000)	Senior Center Planning/Design expenses	(\$904,865)	Senior Center construction cost to RDA	(\$2,079,575)	RDA contribution to Arts & Culture Land Cost 20% of Arts & Culture Housing cost reserved to secure housing authority bonds								
						(\$4,047,253)									

Ongoing Proceeds Available for Housing Related Projects



RDA Housing Pipeline: Scenario 2

Scenario 2

Description: This option is to split off the Norfolk property from the Woodside Park development, divide the Norfolk parcel in half and sell both lots at market rate. This includes a redesign of the Woodside portion but keeps the townhomes and stacked flats.

Project Legend

Woodside I	Senior Center	Woodside II	Homestake	Arts & Culture Housing	Other RDA Capital Projects
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Current Available Bond Proceeds

Ongoing Proceeds Available for Housing Related Projects

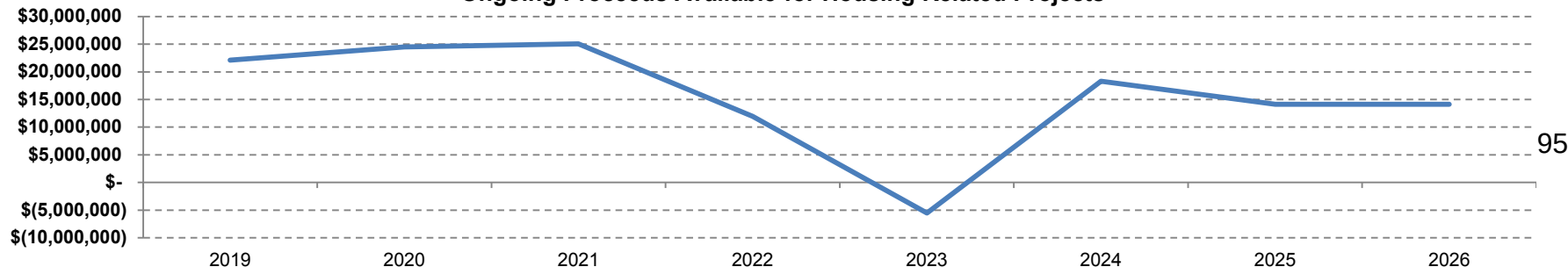
\$ 22,104,989	\$ 24,483,935	\$ 25,050,124	\$ 11,934,125	\$ (5,544,216)	\$ 18,300,784	\$ 14,131,765	\$ 14,131,765
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Revenue Flow

Expense Flows

Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.
		\$2,700,000	Sale of Assets, option to sell additional 600,000 unit #4	\$2,000,000	Subdivide and sell 100 Marsac	\$1,750,000	Woodside II - Subdivision and sale of Norfolk assets			\$24,495,000	Remaining Woodside II Assets Sold				
FY 2019		FY 2020		FY 2021		FY 2022		FY 2023		FY 2024		FY 2025		FY 2026	
		(\$221,054)	Woodside II Planning/Design	(\$528,946)	Woodside II Planning/Design	(\$8,739,171)	Woodside II - Construction initiates RDA contribution to Arts & Culture Land Cost 20% of Arts & Culture Housing cost reserved to secure housing authority bonds	(\$17,478,341)	Woodside II Construction completes	(\$650,000)	Homestake Planning/Design Expense	(\$4,169,019)	Cash reserved for Homestake bond issuance	(\$2,510,814)	Other RDA Capital Projects
		(\$100,000)	Senior Center Planning/Design expenses	(\$904,865)	Senior Center construction cost to RDA	(\$2,079,575)									
						(\$4,047,253)									

Ongoing Proceeds Available for Housing Related Projects

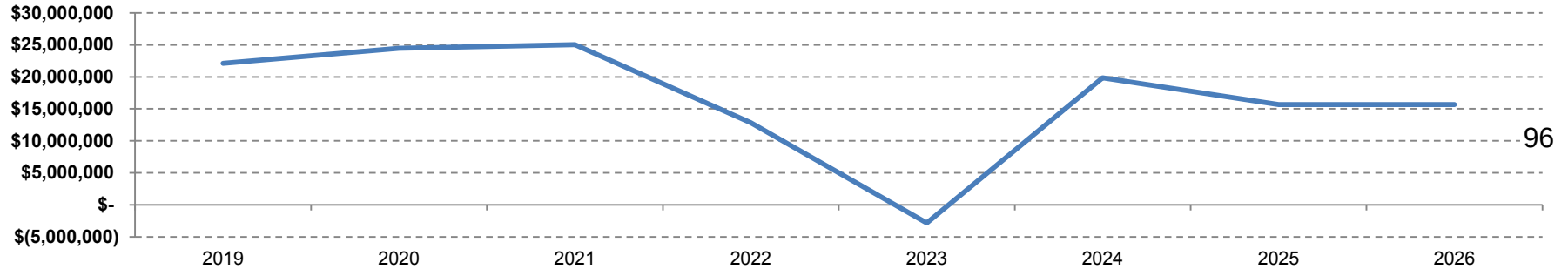


RDA Housing Pipeline: Scenario 3

Scenario 3 Description: This option is to split off the Norfolk property from the Woodside Park development, divide the Norfolk parcel in half and sell both lots at market rate. The Woodside portion of the project would be redesigned, removing the townhomes and replacing them with stacked flats.

Project Legend	Woodside I	Senior Center	Woodside II	Homestake	Arts & Culture Housing	Other RDA Capital Projects									
Current Available Bond Proceeds															
Ongoing Proceeds Available for Housing Related Projects															
\$	22,104,989	\$	24,483,935	\$	25,050,124	\$	12,841,038	\$	(2,823,479)	\$	19,829,521	\$	15,660,502	\$	15,660,502
Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.
		\$2,700,000	Sale of Assets, option to sell additional 600,000 unit #4	\$2,000,000	Subdivide and sell 100 Marsac	\$1,750,000	Woodside II - subdivision & sale of Norfolk assets			\$23,303,000	Remaining Woodside II Assets Sold				
FY 2019		FY 2020		FY 2021		FY 2022		FY 2023		FY 2024		FY 2025		FY 2026	
		(\$221,054)	Woodside II Planning/Design	(\$528,946)	Woodside II Planning/Design	(\$6,082,258)	Woodside II - Construction initiates RDA contribution to Arts & Culture Land Cost 20% of Arts & Culture Housing cost reserved to secure housing authority bonds	(\$15,664,517)	Woodside II construction completes	(\$650,000)	Homestake Planning/Design Expense	(\$4,169,019)	Cash reserved for Homestake bond issuance	(\$2,510,814)	Other RDA Capital Projects
		(\$100,000)	Senior Center Planning/Design expenses	(\$904,865)	Senior Center construction cost to RDA	(\$2,079,575)									
						(\$4,047,253)									

Ongoing Proceeds Available for Housing Related Projects



Scenario 4 Description: This option is to split off both the Norfolk and Empire properties and sell the land at market rate.

Current Available Bond Proceeds

Ongoing Proceeds Available for Housing Related Projects

Revenue Flows

Expense Flows

Year	Revenue (\$)
2019	22,500,000
2020	24,500,000
2021	25,000,000
2022	12,500,000
2023	1,000,000
2024	13,500,000
2025	9,700,000
2026	9,700,000

Scenario 5 Description: This option is the same unit plan as Scenario 2, but over a longer period of time to distribute expenses more evenly.

Current Available Bond Proceeds

Ongoing Proceeds Available for Housing Related Projects

Revenue Flow¹Fiscal YearExpense Flows

The chart displays the number of ongoing processes available for housing-related projects over an eight-year period. The y-axis represents the count of processes, ranging from 0 to 30,000,000 in increments of 5,000,000. The x-axis shows the years from 2019 to 2026. The data points are as follows:

Year	Ongoing Processes
2019	22,000,000
2020	24,000,000
2021	16,000,000
2022	2,500,000
2023	2,500,000
2024	17,500,000
2025	13,500,000
2026	13,500,000

RDA Housing Pipeline: Scenario 6

Scenario 6 Description: This option is the same unit plan as Scenario 3, but over a longer period of time to distribute expenses more evenly.

Project Legend

Woodside I	Senior Center	Woodside II	Homestake	Arts & Culture Housing	Other RDA Capital Projects
------------	---------------	-------------	-----------	------------------------	----------------------------

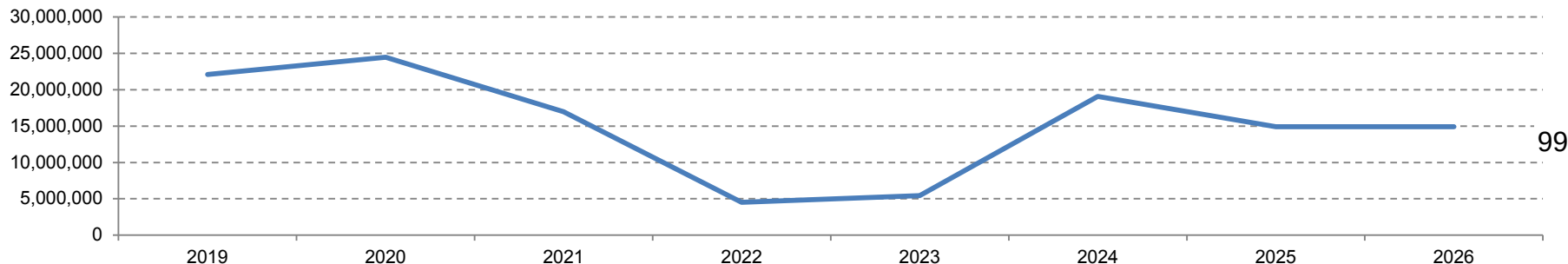
Current Available Bond Proceeds

Ongoing Proceeds Available for Housing Related Projects

\$	22,104,989	\$	24,483,935	\$	16,967,866	\$	4,508,779	\$	5,426,521	\$	19,079,521	\$	14,910,502	\$	14,910,502
----	------------	----	------------	----	------------	----	-----------	----	-----------	----	------------	----	------------	----	------------

Revenue Flow	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.	Amnt.	Desc.
			\$2,700,000	Sale of Assets, option to sell additional 600,000 unit #4	\$2,000,000	Subdivide and sell 100 Marsac	\$1,750,000	Woodside II - subdivision & sale of Norfolk assets	\$9,000,000	Sale of constructed Empire Units	\$14,303,000	Remaining Woodside II Assets Sold				
Fiscal Year	FY 2019		FY 2020		FY 2021		FY 2022		FY 2023		FY 2024		FY 2025		FY 2026	
Expense Flows			(\$221,054)	Woodside II Planning/Design	(\$528,946)	Woodside II Planning/Design	(\$8,082,258)	Woodside II construction continues RDA contribution to Arts & Culture Land Cost	(\$8,082,258)	Woodside II construction completes	(\$650,000)	Homestake Planning/Design Expense	(\$4,169,019)	Cash reserved for Homestake bond issuance	(\$2,510,814)	Other RDA Capital Projects
			(\$100,000)	Senior Center Planning/Design expenses	(\$8,082,258)	Woodside II construction launches	(\$2,079,575)	20% of Arts & Culture Housing cost reserved to secure housing authority bonds								
					(\$904,865)	Senior Center construction cost to RDA	(\$4,047,253)									

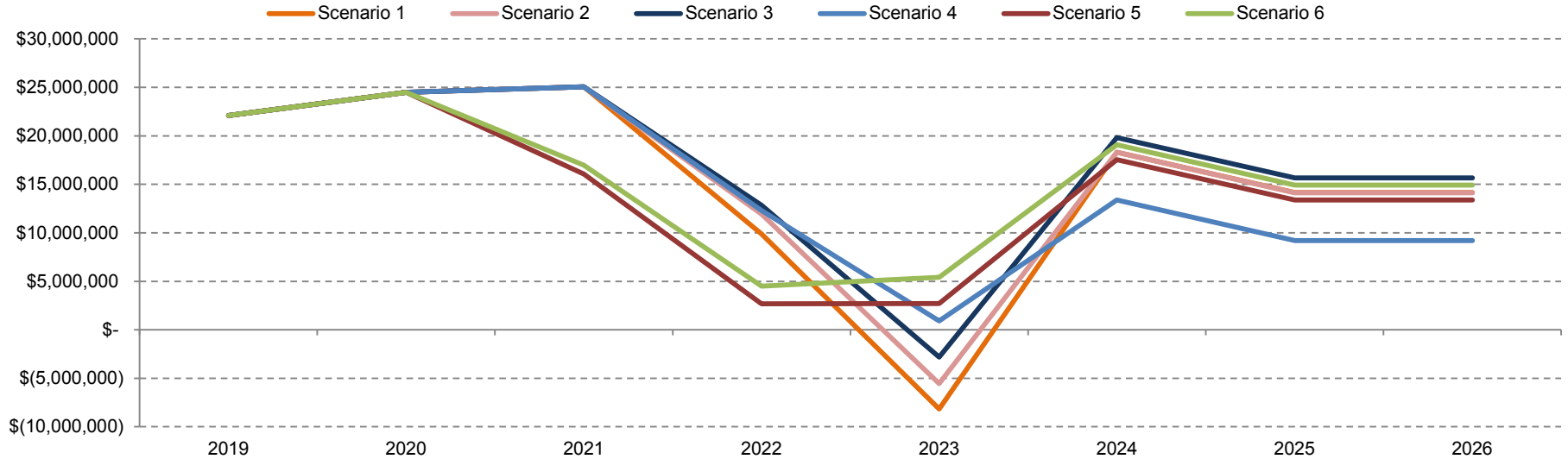
Ongoing Proceeds Available for Housing Related Projects



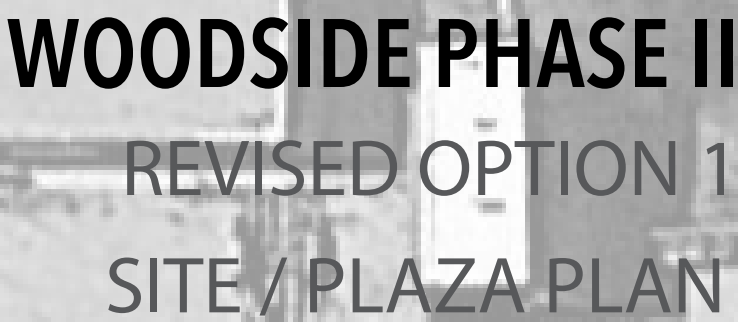
Housing Pipeline Summary

- Amidst the outlined potential scenarios, we find Scenarios 5 or 6 as effective toward sustaining the affordable housing pipeline

Lower Park RDA - Ongoing Proceeds Available for Housing Related Projects









PARK CITY - WOODSIDE PHASE II

WOODSIDE PHASE II
REVISED OPTION 1



WOODSIDE PHASE II
REVISED OPTION 2
SITE / PLAZA PLAN



WOODSIDE AVENUE - SOUTHEAST

WOODSIDE PHASE II
REVISED OPTION 2



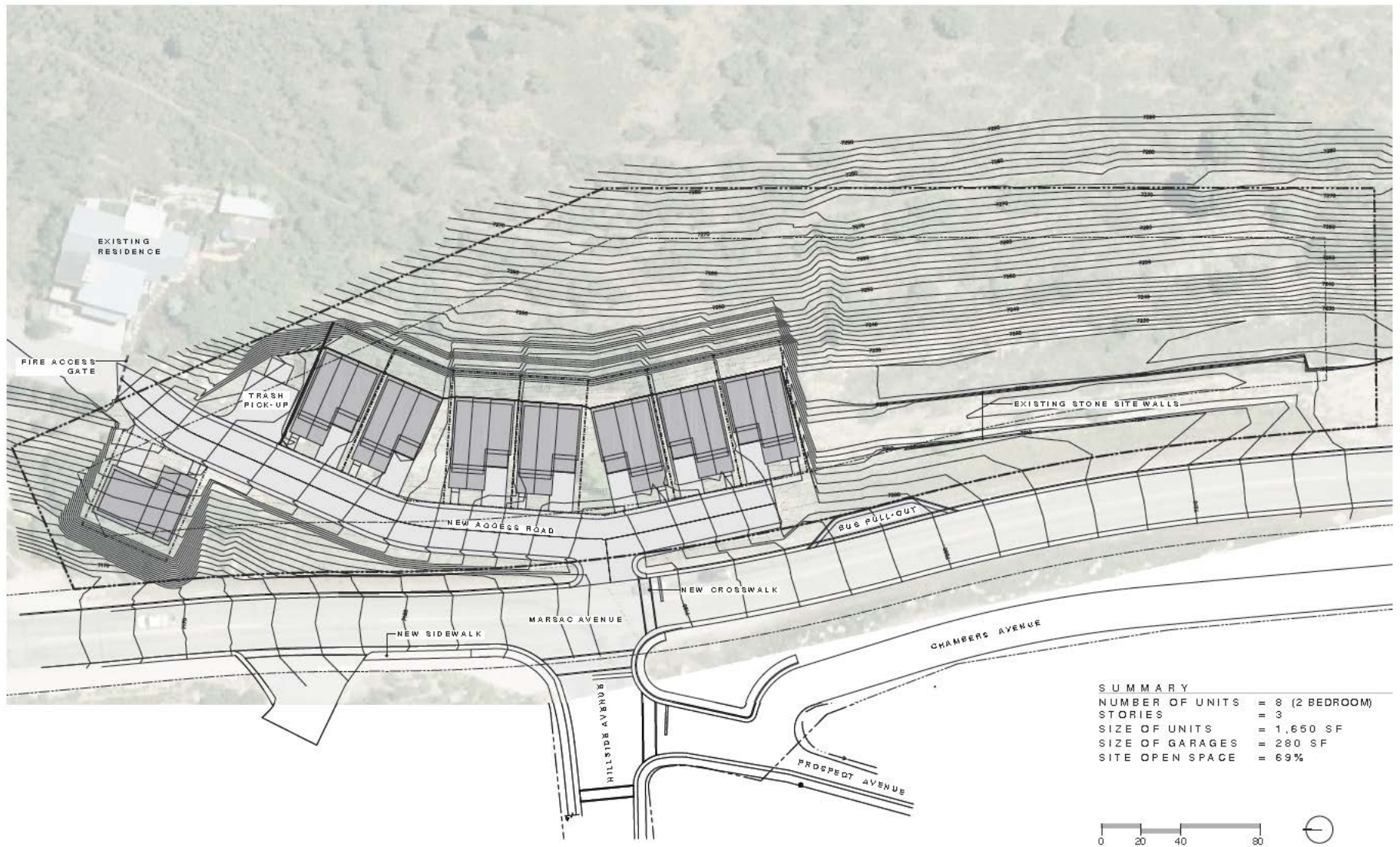
WOODSIDE AVENUE - WEST

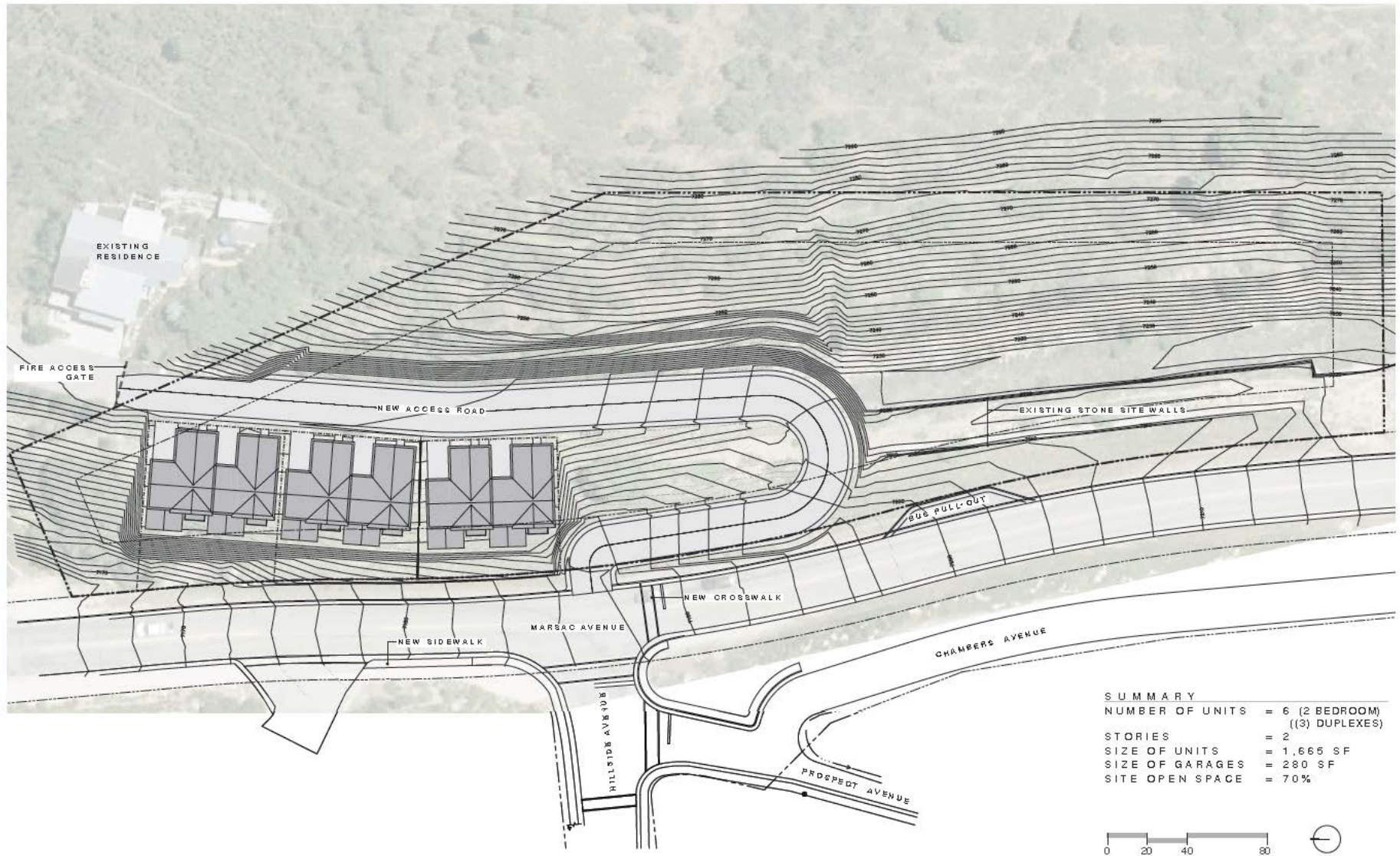
WOODSIDE PHASE II
REVISED OPTION 2



WOODSIDE AVENUE - SOUTHEAST

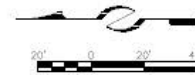
WOODSIDE PHASE II
REVISED OPTION 2



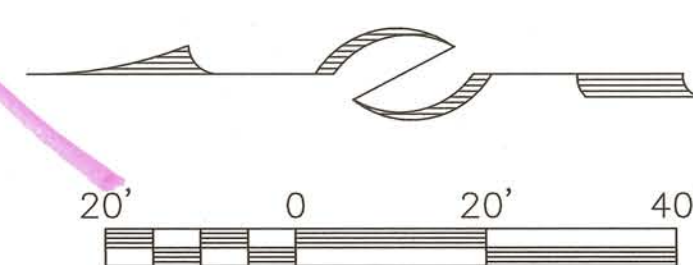
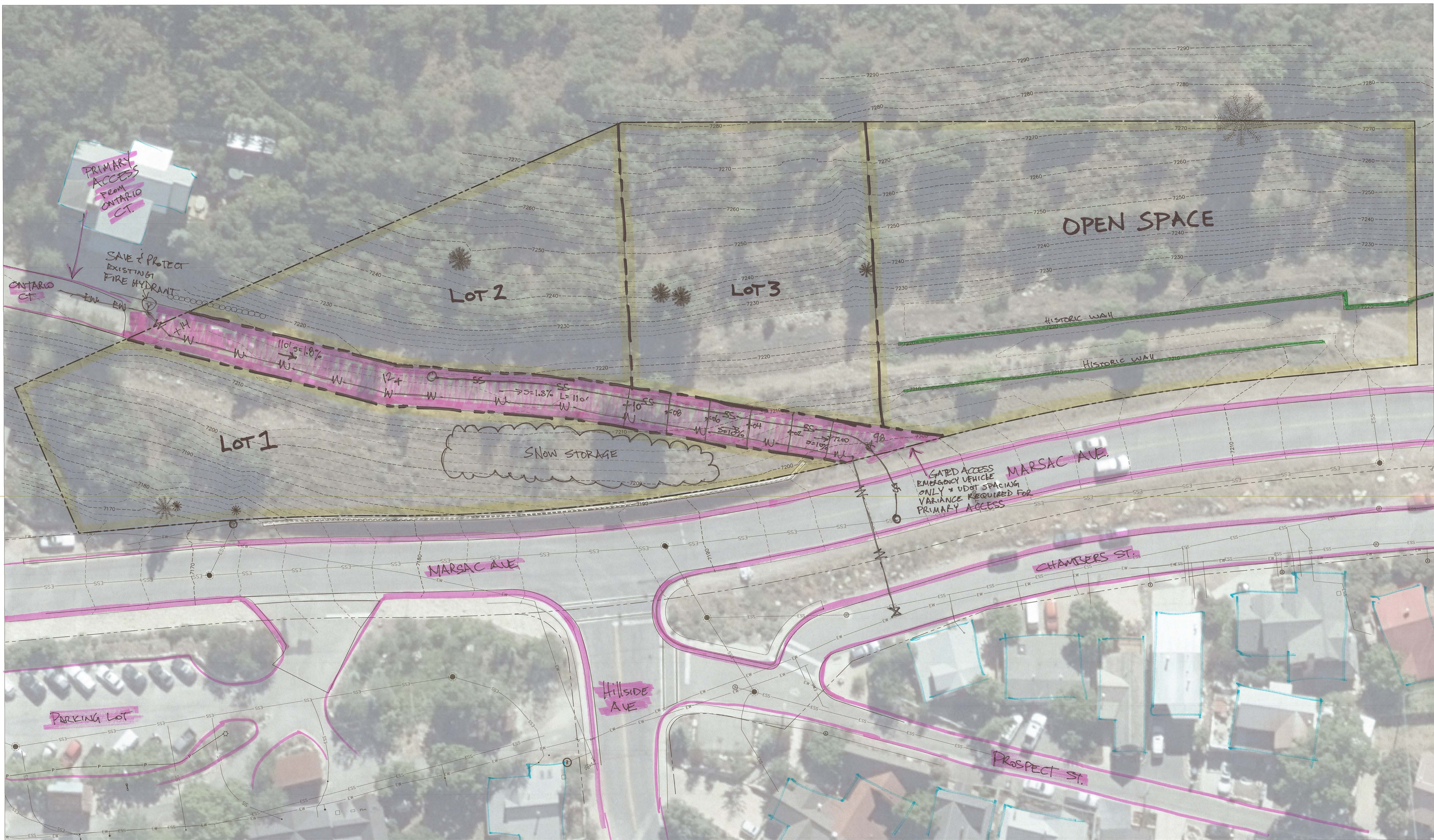


100 MARSAC AVENUE - AFFORDABLE HOUSING
CONCEPT SITE PLAN
OPTION 2

SPARANO + MOONEY ARCHITECTURE



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 333 AND STREET, 2ND FLOOR, NEW ORLEANS, LOUISIANA 70112	STAFF: MANAGER: JEFFREY M. MURPHY DATE: 1/27/20	SECTION PLAN MARSAC AFFORDABLE HOUSING 100 MARSAC AVENUE FOR: MARSAC HOUSING - SPARNO MOONEY JOB NO.: 14-0019 FILE: M:\Projects\14-0019\14-0019-01.dwg	SHEET 5 OF 6
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 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	(435) 649-9467	STAFF: MICHAEL DEMKOWICZ BLAYDE MCINTIRE	EXISTING CONDITIONS & DEMOLITION PLAN MARSAC AFFORDABLE HOUSING 100 MARSAC AVENUE	SHEET 1 OF 6
	DATE: 1/21/20	FOR: MARSAC HOUSING - SPARANO MOONEY JOB NO.: 14-6-19 FILE: X:\ParkCitySurvey\dwg\Projects\Marsac Housing\Marsac Housing Civil - option 3.dwg		

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: Work Session

Agenda Section:

Subject:

5:25 p.m. - Review Possible Amendments to Housing Resolution 03-2017

Suggested Action:

Attachments:

[Housing Resolution Amendments Staff Report](#)

City Council Staff Report



Subject: Affordable Housing Policy Changes – Initial Review and Discussion
Author: Rhoda Stauffer & Jason Glidden, Affordable Housing Program
Department: Housing
Date: June 11, 2020
Type of Item: Administrative

Recommendation

Housing staff requests high-level direction regarding updates to the 2017 Housing Resolution, which mitigates the impacts of new development on affordable housing needs in Park City. Council does not need to decide the merits of specific proposals here; rather, staff seeks guidance regarding what should or should not be further explored as we prepare a new resolution for consideration at a later date.

Executive Summary

The City last revised its affordable housing policy in 2017 including many changes recommended by the Blue Ribbon Housing Commission (BRHC). The BRHC was a citizen advisory group that met from October of 2015 to April of 2016 to serve as a sounding board for the work being done by EPS. EPS is a Denver, CO-based consulting firm that was hired to review the history, outcomes and effectiveness of Housing Resolutions over the years. EPS submitted a final report to Council on March 29, 2016, [attached here](#). The BRHC submitted recommendations in their final report to City Council on April 14, 2016 ([linked here](#)).

Staff is conducting another thorough review of outstanding issues and has compiled a list of possible changes. Current proposed changes include recommendations from BRHC and EPS not addressed earlier along with items derived from research into how other jurisdictions address the impacts of development on affordable housing needs.

Staff requests early direction from the City Council so that staff may further refine recommended changes for Council consideration. Changes may address the following:

- How the City qualifies buyers and renters;
- Approved use of deed-restricted units by owners and renters (qualifications for rent of an owner occupied unit, no sublets allowed for rental units, etc.);
- Updating the obligations triggered by private development;
- Post-occupancy compliance by residents and developers; and
- Ensure terms and definitions are consistent with current City code.

With Council direction, staff will prepare an updated resolution, review it with appropriate City departments, present to the Planning Commission, and present Planning Commission's recommendation to City Council for possible action.

Background

The first Housing Resolution was adopted in 1993, including a provision that the document is reviewed every two years. Since 1993, Council has updated the Housing Resolution as community needs and economic circumstances have changed. The latest revision was adopted in 2017 ([linked here](#)).

The Resolution helps meet State Housing requirements that municipalities over 1,000 in population meet moderate income housing needs through annual planning and reporting processes (2019 State Senate Bill 34) and reported in annual reports to the State. And finally, the Housing Resolution is one tool used to meet [Goals 7 and 8 of the General Plan](#): provide a diversity of housing types to meet the life-cycle needs of Park City residents; and increase the number of affordable units to ensure that workforce members have affordable options to live in Park City.

Since 1993, of the 606 affordable units in Park City, as a result of the Housing Resolution, 305 units (50%) were built entirely or in part by private parties to satisfy affordable housing obligations resulting from development agreements or annexations. The City has also collected \$1,380,064 of in-lieu fees over the years as a result of Housing Resolution requirements.

As with any initiative, there are lessons learned during implementation, and changing circumstances compel us to adapt and refine over time. Based on staff's experience and informal feedback received thus far from policymakers, developers, intended recipients, and the public generally, staff prepared a list of potential refinements for review.

Analysis

Potential changes for Council consideration include the following.

For Applicants and Owners:

1. Update Renter and Buyer Qualification Criteria. Update household qualifications for both rental and ownership programs with more robust criteria to match the current deed restriction template and the 2020 Housing Needs Assessment. Changes may include:
 - Criteria for approving online, remote, or non-place-based employment;
 - Revising net-worth limits; and
 - Revising income limits.
2. Allow for Rental of Deed Restricted Units. Add provisions that clarify when and how deed restricted units may be rented long term [not nightly rental]. This could include rental rates, occupancy standards, inspections, upgrades, and the approval process for either rental of an entire unit or an individual room.
3. Require Ongoing Qualification After Purchase. Currently, the City certifies that the purchasers maintains the unit as their primary residence after closing. The City could require continuing adherence to other requirements such as place of work within Park City School District or even income levels.

For Private Developers:

4. Increase the Housing Requirement for Multifamily Residential Development. Increase the residential development requirement from 15% to 20% or 25% and establish a trigger related to residential unit equivalents (RUEs) instead of units. RUEs are calculated at one unit per every 2,000 sf.

Using an RUE calculation is a more accurate way to measure the size of a development because individual units generally average between 1,000 and 3,500 sf, and even higher, depending on the type of development. Rather than a housing obligation of 1.5 affordable unit equivalents (AUEs) for a 10 unit development, the housing obligation could be 2.1 AUEs or higher if we utilize RUEs. See chart below for examples of how calculations would change if using the RUE methodology.

Market Units being built	Total Square footage	HR 03-2017 # of units	Based on RUEs (2000sf/RUE)
3 two bedroom units (2200sf/unit)	6600	3	3.3
4 three bedroom units (2800sf/unit)	11200	4	5.6
3 four bedroom units (3300sf/unit)	9900	3	4.95
Total sf and AUE obligation based on current requirement and RUE calculation	27700	10	13.85
Housing Obligation			
15% (current)		1.5	2.08
20% (possible)		2	2.77
25% (possible)		2.5	3.46

5. Broaden Applicability to Commercial Development outside of MPDs. Require commercial development of a certain size to mitigate employment generation, also including instances when there are proposed changes of use to an existing property. Resolve the ambiguity regarding applicability to a change in use (whether currently in an MPD or not).
6. Allow recordation of Deed Restrictions on Existing Housing to Fulfill Housing Obligations. The recent decision to allow a housing obligation to be fulfilled by placing deed restrictions on already constructed units without ownership of those units, raises the question of whether or not this method should be an option in the future. While this is not an optimal strategy, it is a potential tool for protecting existing units from future market escalations.
7. Update Carbon Footprint Requirements. Update green building requirements to align with the City's Net Zero goals. Staff has been working with the Environmental Sustainability Team to ensure that the Housing Resolution requirements conform to the City's environmental goals.

Funding

No funding is involved in this matter

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Adriane Juarez

Submitting Department: Library

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Appoint Jennifer Adler, Seth Beal, and Bruce Kasanoff and Reappoint Sarah Hall to Serve on the Library Board for Three-Year Terms Beginning July 2021

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Library Board Appointments Staff Report](#)

[Exhibit A: FY2021 Library Board Appointments](#)



City Council Manager's Report

Subject: FY21 Library Board Appointments
Author: Adriane Herrick Juarez
Department: Library
Date: June 11, 2020

Recommendation:

Appoint Jennifer Adler, Seth Beal, and Bruce Kasanoff, and reappoint Sarah Hall to serve on the Library Board for three-year terms beginning July 2021.

Background:

Park City Municipal Code and Utah State Code require municipal Library Board appointments to be made effective July 1. The Library Board must have between five and nine members. All vacancies must be filled by Park City residents.

Unlike most of PCMC's boards and commissions, it has been the practice of the Library Board that interviews for Library Board appointments are conducted by the Library Board and recommendations are made to the Mayor and City Council for formal appointment.

Currently, the Park City Library Board has nine board members. Four of the current board members' terms expire on June 30, 2020. One expiring-term member reapplied for her seat, and is eligible to serve an additional term according to Library Board Bylaws. The Library Board is recommending the reappointment of Sarah Hall for an additional term, and the appointment of Jennifer Adler, Seth Beal, and Bruce Kasanoff, newly applying board members, to serve beginning July 1. This will maintain a total of nine board members.

In accordance with City policy, ads for the Library Board vacancies were publicly posted in the Park Record. Applications for Board positions were available on the City & Library web sites.

Analysis:

A Library Board subcommittee interviewed nine new candidates. The full Park City Library Board is recommending a total of four appointments: Sarah Hall for an additional term, and the appointment of Jennifer Adler, Seth Beal, and Bruce Kasanoff.

The attached letter (Exhibit A) from the Library Board Vice-Chair, Jess Griffiths, describes the qualifications of the candidates. Approval of these candidates will maintain the total number of voting board members at nine, as allowed in Library Board bylaws.

Department Review:

Executive & Legal Departments

Recommendation:

Appoint Jennifer Adler, Seth Beal, and Bruce Kasanoff, and reappoint Sarah Hall to serve on the Library Board for three-year terms beginning July 2021.

Exhibit A

June 11, 2020

Mayor Andy Beerman and Park City Council
Park City Municipal Corporation
PO Box 1480
Park City, UT 84060

Honorable Mayor and City Council,

After conducting interviews of the new candidates who applied, the Park City Library Board recommends the addition of Jennifer Adler, Seth Beal, and Bruce Kasanoff to the Library Board and the reappointment of Sarah Hall, for 3 year terms.

Jennifer Adler has lived in Park City for 7 years. She is a MBA with a strong background in business management and institutional oversight, and has been a board member of a private company. She likes that the library has become a point for the community to enjoy in different ways with computers, the coffee shop, and programming. She believes in the variety of views and interests represented in the library.

Seth Beal has lived in Park City since 2018 and has had involvement through the school system and various volunteer projects. He practiced law in Los Angeles and later started an online bookstore focusing on used books. He believes libraries should be at the heart of any community to provide a place of learning, exploration, and gathering for people of all ages.

Bruce Kasanoff has lived in Park City for 6 years and was involved in Mountain Towns 2030, and Thin Air Park City. He previously lived in Westport, CT and wrote an article in Forbes about that community's library. He is a professional writer and social media expert. He likes that the library is unique in that it is the only place regardless of money or anything else, you are welcome; it's 100% inclusive.

Sarah Hall has lived in Park City since 2016 and has held many positions on Boards, Commissions, and Committees. She is a member of The Park City Rotary Lunchtime Club. She likes serving on the Park City Library Board to ensure that our community needs are met at the Library and enjoyed the process of developing the Fines Free Policy. She looks forward to integrating further climate-support projects at the Library.

The Library Board appreciates your consideration of these applicants to the Park City Library Board. Please contact either Adriane Herrick Juarez or me if you have any questions.

Sincerely,

Jess Griffiths
FY20 Library Board, Vice-Chair

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Jason Christensen

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Public Utilities Sustainability Article

Suggested Action:

Attachments:

[Public Utilities Sustainability Staff Report](#)



City Council Staff Communications Report

Subject: Public Utilities Sustainability Article
Author: Jason Christensen
Department: Public Utilities
Date: June 11, 2020
Type of Item: Informational

Park City was recently featured in an article in Water Treatment Plant Operator under the header of Sustainable Operations, Clamping Down on Losses.

The article discusses the City's focus on reducing water loss, our efforts to support the City's net zero goals, energy saving features that have been built into the Quinn's Junction Water treatment plant, and plans for the 3Kings Water Treatment Plant.

<https://www.tpomag.com/editorial/2020/05/a-utah-citys-leak-detection-program-earns-rapid-payback-and-a-smart-50-award>

The Public Utilities Department continues to pursue reductions in Water Loss as the most impactful opportunity to reduce community water demand and the community's water supply's energy footprint. Staff is currently finishing an asset replacement effort in Centennial to replace all water service lines in the neighborhood; another City vendor is currently on site and is listening for the sounds of a water leak at over 4,000 service lines in town. At approximately 1,000 service lines listened to, 26 leaks have been located

We are proud to be able to support the City's sustainability and water conservation goals.

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

COVID-19 Related Rent Abatement for Tenants of City-Owned Facilities

Suggested Action:

Attachments:

[COVID-19 Related Rent Abatement for Tenants of Certain City-Owned Properties Staff Report](#)



City Council Staff Communications Report

Subject: COVID Related Rent Abatement for Tenants of City Owned Facilities
Author: Heinrich Deters
Department: Sustainability
Date: June 11, 2020
Type of Item: Staff Communication

Park City Municipal Corporation operates several tenant spaces located within the Arts and Culture District, as well as at the City Library. These tenants are a mix of local not-for-profit entities and small businesses that provide great value to the overall Park City community.

As part of the City's response to the COVID-19 crisis, City Council approved full and partial rent abatement for numerous tenants requesting such considerations. Abatement started in April, and was extended to include the month of June in order to continue to provide additional assistance to our tenants.

To date, over \$60,000 in rent has been abated or foregone by the City in order to benefit these small businesses and not-for-profits.

Council and staff will continue to evaluate and monitor the economic impacts associated with COVID-19.

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from May 14, 21, and 28, 2020

Suggested Action:

Attachments:

[May 14, 2020 Minutes](#)

[May 21, 2020 Minutes](#)

[May 28, 2020 Minutes](#)



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

May 14, 2020

The Council of Park City, Summit County, Utah, met in open meeting on May 14, 2020, at 4:00 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Council Member Gerber moved to close the meeting to discuss property at 4:00 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 4:45 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

WORK SESSION

FY2020-21 City Manager's Recommended Budget: Presentation and Review:

Jed Briggs and Erik Daenitz, Budget Department, presented this item. Briggs summarized the budget discussions from previous meetings. He indicated a tentative budget would be approved tonight. A provisional budget would be passed June 18th, and would include a 21% budget decrease. Within 60-90 days of the passage of the provisional budget, the budget would come back for Council consideration and the budget could be adjusted at that time.

Briggs reviewed the budget cuts made from departments thus far in the budget process, and noted each department would have expense decreases for the coming fiscal year. He stated the City was operating with approximately 100 fewer employees than this time last year. He also displayed a chart of projects that had been delayed.

Council Member Joyce asked if it was appropriate to continue with the planned solar panels on the roof of the senior project. Mayor Beerman stated that discussion should

1 take place when the senior center item came before Council. Council Member Joyce felt
2 this was money that could be easily saved. Council Member Worel asked what the fund
3 balances were for the General Fund. Briggs stated there would be approximately \$6.3
4 million in the General Fund at the beginning of the next fiscal year.

5
6 Briggs discussed the \$5.5 million gap in the Transportation Fund. He indicated there
7 would be a service reduction of \$1.2 million, mostly from personnel cuts. He also stated
8 federal funding would cover \$1.5 million and \$2.7 million in capital projects would be
9 delayed in order to fill the gap.

10
11 Briggs reviewed the Water Fund and indicated water rates made the fund fairly stable,
12 but noted there would be a \$250,000 budget cut from the Water operating budget for
13 FY2021. He displayed a summary of the FY2020 budget and projected FY2021 budget.
14 Council Member Joyce asked why there wasn't more of a difference between the
15 original FY2020 budget and the actual FY2020 budget, with all the cuts that had taken
16 place. Briggs stated the budget was not figured on the cost savings imposed. Council
17 Member Henney asked if the March sales tax figures had been received by the City, to
18 which Briggs stated he had not received that.

19
20 Briggs stated the Emergency Contingency Account was increased from \$90,000 to
21 \$250,000 in response to COVID-19. He also recommended reserving \$250,000 of the
22 Special Service Contracts (SSC) budget for COVID-19 response for non-profits.

23
24 Mayor Beerman wondered if \$250,000 was enough since the City was being more
25 conservative with releasing COVID-19 restrictions. He thought \$500,000 would be more
26 in line with what was needed by the vulnerable population. Council Member Worel
27 agreed the increased funds would help the community. She asked if the SSC funds
28 would be used for all non-profits or just the ones serving the vulnerable populations.
29 Briggs stated a decision had not yet been made. Council Member Worel hoped this
30 would be discussed more and noted some organizations, such as the arts non-profits,
31 were struggling as well. Council Member Gerber favored reserving \$500,000 for the
32 non-profits. Council Member Henney was open to having the discussion, but he wanted
33 to understand who was in need. He stated the Chamber had \$6 million to market the
34 community, and he thought that money could be repurposed during this time to help as
35 well. Council Member Joyce stated the legislature hadn't ruled on the ability to use TRT
36 money for other purposes. Also, there were no incoming Transient Room Tax (TRT)
37 funds at the moment and it was not known when hotels would begin to fill up again.

38
39 Council Member Doilney indicated the City should prepare for the worst and hope for
40 the best. He favored having a savings account for needs and supported having
41 \$250,000 or more in it. Council Member Henney reiterated that he wanted to know what
42 organization would be in the best position going forward to lead in helping other
43 organizations. He thought the City should have a role in helping, but didn't know if it

should lead. Mayor Beerman confirmed the Council favored increasing the fund reserves to \$500,000. Council Member Joyce wanted to conserve the reserve funds and not use those too quickly. Briggs stated he would look at capital projects for more cuts.

REGULAR MEETING

I) ROLL CALL

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

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Mayor Beerman stated there was a disagreement between the City and County about zoning changes and the County took offense at the comments provided by the City. He noted these disagreements happened from time to time, but the City and County continued to work jointly on the COVID-19 situation. He hoped for a resolution on zoning that was mutually acceptable.

Council Member Gerber thanked all who wore masks during this time. She heard a lot of great feedback on having virtual Council meetings, and wanted a future discussion on continuing the virtual meetings when the Council could meet in person.

Council Member Worel asked if the City could put blue lights on the white barn to show support of frontline workers. Dias indicated staff would look into that. Council Member Worel noted there were vacancies on the Public Art Advisory Board, and encouraged interested persons to apply. She noted there were nine applicants for three open seats on the Library Board.

Council Member Joyce indicated the Summit County risk level would remain orange and he encouraged people to take precautionary measures. Council Member Doilney stated

1 it was hard to stay secluded, but he encouraged others to be the example and keep the
2 virus at bay for as long as possible. He indicated the Leadership Class project was a
3 kindness campaign and he thought that helped Park City be the great place it has
4 always been.

5
6 Council Member Henney discussed the personal protective equipment distribution held
7 on Friday afternoons at Miner's Hospital. He thought it was a good way for businesses
8 to get up and running by having these items at cost. He appreciated all the other
9 Council members' comments.

10
11 Mayor Beerman reported the U.S. used more electricity than coal for the first time in
12 history. He was hopeful clean energy use would continue to rise. He reiterated the need
13 for kindness and patience during this stressful time. Council Member Henney stated a
14 highlight of the meetings was that Lynn Ware Peek had been interpreting them in
15 Spanish and the viewership had dramatically increased.

16
17 Mayor Beerman indicated that New Business Item Five would be continued.

18
19 **III) PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE**
20 **AGENDA)**

21
22 Mayor Beerman opened the meeting for anyone who wished to submit written
23 comments to the Council on items not included on the agenda. No comments were
24 submitted. Mayor Beerman closed the public input portion of the meeting.

25
26 **IV) CONSIDERATION OF MINUTES**

27
28 **Consideration to Approve the City Council Meeting Minutes from April 30, 2020:**

29
30 Council Member Gerber moved to approve the City Council meeting minutes from April
31 30, 2020. Council Member Doilney seconded the motion.

32 **RESULT: APPROVED**

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

34
35 **V) CONSENT AGENDA**

36
37 **1. Request to Authorize the City Manager to Enter into Agreements in a Form**
38 **Approved by the City Attorney's Office with Wasatch Asphalt Paving, for**
39 **Rotomilling, Pavement Overlays, and Utility Adjustments in the Amount of**
40 **\$752,398.10; Morgan Pavement, for Type II Slurry Seals and Seal Coat Trails in the**
41 **Amount of \$147,036.60; Bonneville Asphalt, for Crack Seal, in the Amount of**

\$79,200.00; Asphalt Preservation, for Tuffcoat P+ Seal, in the Amount of \$16,646.76:

Council Member Worel asked if the City had worked with these companies before, since the City took the low bid on all the projects. Daley stated Wasatch Asphalt Paving was new, but they were buying their product from a third party the City had worked with. He had confidence in them and noted the bids were more competitive this year because of the pandemic. Council Member Joyce thought with the downturn, people would be looking for projects in the next few months. Daley indicated the low fuel prices helped in getting low bids.

2. Request to Authorize the City Manager to Execute the 2020 Amendment to the 2008 Water Service Agreement with Intermountain Health Care, in a Form Approved by the City Attorney's Office:

Mayor Beerman stated he was disappointed there was no mention of water conservation measures in the contract. Christensen stated the amendment was taken from the original contract, but the new building would have more energy efficiencies per the building code. Mayor Beerman asked if IHC would get a break if they used less water. Christensen stated there was an incentive for outdoor irrigation, but the indoor water was set up with the rate structure, and indicated IHC was on the same commercial tiered rate structure as other businesses. Council Member Gerber thought there should be more than two tiers and she hoped for a future discussion on this topic.

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

RESULT: APPROVED

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

VI) NEW BUSINESS

1. 2020 Water Revenue Bond Public Hearing:

Jed Briggs, Budget Manager, presented this item and reviewed the water bond would reimburse the costs of the acquisition, construction and completion of improvements to the water system for FY2019 and FY2020. The bond resolution was passed on April 16th. He recommended bonding now for this year's and next year's allotment due to low interest rates. Briggs noted they were considering making these green bonds, and explained green bonds required water conservation efforts, carbon reduction, and more. He would look into the criteria to make sure it would make sense for the City.

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

2. Consideration to Approve Ordinance No. 2020-21, an Ordinance Adopting a Tentative Revised Budget for Fiscal Year 2020 and a Tentative Budget for Fiscal Year 2021 for Park City Municipal Corporation and its Related Agencies and Authorizing the Computation of the Property Tax Rate at a No Tax Increase Rate, and Set Public Hearings to Consider Adoption of the Final Budget on May 21, 2020 and June 11, 18, and 25, 2020, at the Regular City Council Meetings:

Jed Briggs and Erik Daenitz, Budget Department, presented this item. Briggs stated the tentative FY2021 budget should be adopted tonight. Per the work session discussion, Council favored adding \$250,000 to the original \$250,000 in the emergency reserves to help non-profits. Briggs also noted the motion should not include a public hearing on June 25th.

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

Council Member Joyce moved to approve Ordinance No. 2020-21, an ordinance adopting a Tentative Revised Budget for Fiscal Year 2020 and a Tentative Budget for Fiscal Year 2021 for Park City Municipal Corporation and its related agencies and authorizing the computation of the property tax rate at a no tax increase rate, and set public hearings to consider adoption of the final Budget on May 21, 2020 and June 11 and 18, 2020, at the regular City Council Meetings. Council Member Joyce amended his motion to increase the \$250,000 in relief funds to \$500,000 and move the final budget adoption date to June 18th. Council Member Worel seconded the motion.

RESULT: APPROVED

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

3. Consideration to Continue an Ordinance Approving the 1064 Park Avenue Condominium Plat, Located at 1064 Park Avenue, Park City, Utah:

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

Council Member Gerber moved to continue an ordinance approving the 1064 Park Avenue Condominium Plat, located at 1064 Park Avenue, Park City, Utah, to May 21, 2020. Council Member Worel seconded the motion.

RESULT: CONTINUED TO MAY 21, 2020

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

4. Consideration to Approve Ordinance 2020-22, an Ordinance Approving the 1209 Park Avenue Plat Amendment, Located at 1209 Park Avenue, Park City, Utah:

Liz Jackson, Planning Department, presented this item and stated the plat amendment would remove a lot line on the property.

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

Council Member Joyce moved to approve Ordinance 2020-22, an ordinance approving the 1209 Park Avenue Plat Amendment, located at 1209 Park Avenue, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

5. Consideration to Approve Ordinance 2020-23, an Ordinance Approving the Snow Park Residences Condominium Plat at 2290 Deer Valley Drive East, Park City, Utah:

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

Council Member Joyce moved to continue an ordinance approving the Snow Park Residences Condominium Plat at 2290 Deer Valley Drive East, Park City, Utah, to June 11, 2020. Council Member Worel seconded the motion.

RESULT: CONTINUED TO JUNE 11, 2020

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

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

May 21, 2020

The Council of Park City, Summit County, Utah, met in open meeting on May 21, 2020, at 3:45 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Council Member Gerber moved to close the meeting to discuss property at 3:45 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Worel

CLOSED SESSION

*Council Member Worel participated in the meeting from 4:00 p.m. to 4:40 p.m.

Council Member Gerber moved to adjourn from Closed Meeting at 4:45 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Worel

WORK SESSION

FY2020-21 City Manager's Recommended Budget: Presentation and Review:

Jed Briggs and Erik Daenitz, Budget Department, presented this item. Daenitz updated Council that the State posted sales tax information from March and the numbers were slightly higher than predicted. He reviewed the latest data with regard to the COVID-19 impacts. Mayor Beerman stated many industries boasted a record year during the ski season, and he asked why the sales tax numbers did not reflect that. Daenitz indicated the data was close to the projections, but he couldn't comment on the FY2020 budget.

Daenitz displayed a chart with capital project deferrals for FY2021. Council Member Joyce asked what the Park Avenue project plan would be since so much of the project was deferred. Daenitz indicated this multi-year project was \$4.9 million, with \$747,000 being deferred this year, and noted it would be returned to the project budget in

1 FY2022. Council Member Joyce asked if the complete streets project would continue.
2 John Robertson, City Engineer, stated the streets would be reconstructed on Park
3 Avenue. Council Member Joyce asked if the other utility projects planned for this street
4 were on track as well. Robertson stated he would talk with Snyderderville to verify they
5 were proceeding. The funding was there to complete the design and it would be
6 determined if the funds were in place to complete the construction component.

7
8 Council Member Henney stated it was a good time to work on Park Avenue since there
9 would not be events scheduled on that street this summer, but he also could see
10 possibilities by deferring the project and using the funds for other areas. Robertson
11 replied the actual construction wouldn't begin until the summer of 2021.

12
13 Daenitz stated the Transportation Fund would defer \$2.7 million in capital projects. He
14 indicated revenues were required to be matched to expenses so most of those funds
15 were deferred in FY 2020. Briggs noted this was a clean-up process for the
16 Transportation Budget.

17
18 Briggs reviewed the Water Bond ratings and noted they were the same as the City had
19 before, which was Aa2. He indicated the bond was tagged as a "green" bond, because
20 of the City's efforts to be a net zero community. Daenitz reviewed the Water Capital
21 projects, and noted staff consolidated projects for budget purposes, clarity, and
22 transparency. Clint McAfee, Public Utilities Manager, updated Council on the progress
23 with the 3Kings Water Treatment Plant construction, and noted the project was on
24 schedule. He also stated there was a Spiro Tunnel reconstruction project because the
25 tunnel was collapsing. There were projects that could be deferred, such as the Kings
26 Crown water tank which was scheduled for next year. Mayor Beerman asked if impact
27 fees would fund the water tank, to which McAfee affirmed. Mayor Beerman asked if the
28 water impact fees were paid up front. McAfee stated the fees were paid with the
29 building permit issuance. The Council supported the water projects as discussed.

30
31 Daenitz noted the budget appropriations with the \$10.8 million General Obligation (GO)
32 Bond for Treasure Hill and Armstrong properties. Council Member Henney stated the
33 bond language restricted the fund usage, and noted the money could not be repurposed
34 for other City projects.

35
36 Daenitz stated in response to the Council request to increase the Emergency
37 Contingency Fund from \$250,000 to \$500,000, the City would defer a project to dredge
38 Prospector Pond, which would save \$200,000 and there would be \$50,000 in additional
39 savings from personnel and labor expenses. He also displayed a chart of projects that
40 could be delayed if needed, up to \$995,000.

Council Member Henney stated Council received an email from a citizen about the elimination of merit pay, and asserted this measure was taken to avoid layoffs. Dias explained all the efforts being made to retain the workforce.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present via technology
Council Member Nann Worel	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Doilney reported Main Street merchants were discussing the possibility of closing the street on Sundays beginning mid-June for pedestrian use only. He noted there had been a lot of public input on this topic and this pilot would be observed closely if approved. He also stated the Jewish Family Services was helping small businesses to get up and running.

Council Member Joyce indicated Summit County would move from orange to yellow risk level with regard to COVID-19 tomorrow, and indicated the County would now be aligned with the state guidelines.

Council Member Henney asked if there was a timeline for the Historic Park City Alliance (HPCA) process for the Main Street closure, and when would it be on a Council agenda for discussion and approval. He stated Council was appreciative for the public input on this issue. He read a letter from a fourth grade student, Jada Wood, who was against littering.

Council Member Gerber stated HPCA sent a survey to their membership and 73% were in favor of Main Street being used for pedestrians only. Council Member Gerber felt this should be discussed by Council as soon as possible. She acknowledged some people

were against the proposal. She also noted Recycle Utah was open and accepting drop offs.

Mayor Beerman stated he and Matt Dias had discussed a letter from HPCA, and asked if Council would consider a special meeting next week to discuss this further. Council Member Joyce stated Council approved of the closure and he favored staff figuring out the details. Mayor Beerman stated an operational plan should be put in place and the public given an opportunity to comment. Dias indicated staff heard that Council favored this trial and had begun to work on a plan. The plan could be under a special event and it would go through that process. He thought a special meeting could be held next Wednesday or Thursday. Mayor Beerman stated he wanted vibrancy, but he didn't want it turned into a Silly Market scenario.

Council Member Doilney thought there could be an issue with the Department of Alcoholic Beverage Control (DABC) with the movement of alcohol. Council Member Henney stated there should be a public hearing and suggested discussing this further at a special meeting.

Mayor Beerman indicated the World Wildlife Federation gave Park City an award as the winner of the One Planet City Challenge. They looked at how 250 cities internationally were addressing climate change. There were 22 cities in the United States that were looked at and Park City won over and above Cleveland and Los Angeles.

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

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

Tom Horton: "The \$24,000 question about pedestrian-only Main St. has always been how employees, visitors and Old Town residents get in and out. And there is an abundance of speculative answers such as remote parking, busing, resident permits, enforcement, China Bridge modification, etc. etc. -- but nobody really knows what would happen, and the stakes have always been too high to invite experimentation. Well, the stakes are artificially lower now, because we have to go slowly and deliberately according to public health orders. So, why is this not a great time to experiment with all those ideas and proposals?? Would we not learn some valuable things?? Let's not forget the broad community support for pedestrian Main St. expressed during Vision 2020. At some point in the future when things are back to "normal" including all the congestion, chaos, complaining and anxiety and Main St., we will wish we had used this time in active experimentation rather than hand-wringing."

Jennifer Gardner: "I support allowing Main St. to be a pedestrian only zone (bikes included). I would like to see the initial idea of Sunday from 11:00 am to 5:00 pm be expanded to include the whole weekend: Friday 5:00 pm through Sunday 11:00 pm, to allow for a complete weekend closing. This would maximize the work it takes to shut down cross streets and put up traffic signs. Stronger signage, including electronic sign boards, could be installed at the entrance to lower Park Ave. and at upper Park Ave., at the intersection of Heber, like those used during Sundance FF. A bike valet, like the one Cole Sport supports at Park Silly Market, could be used to encourage people to bike. This is also an opportunity to install more bike racks; something we have noticed is lacking. I don't think that the street will turn into a long, asphalt, outdoor mall, as the Melvins project. Pedestrian streets in other towns I've visited enhance the visual experience with benches and planters. I think our merchants will get creative. As a member of the PCAAB, I am sure our board can help. We have been pondering a crosswalk art project and this is a great time to go forward with that. When my husband and I travel, we always make it a priority to visit pedestrian streets. They attract both visitors and locals. It is a great experience to leisurely walk a town street without dodging cars, their exhaust, and now add close proximity to other people, due to the virus. It is a pleasure to dine outside on a summer evening; don't let this unique opportunity end at 5:00 on a Sunday. Let's make lemonade out of lemons! We all may see a success and want to do this every summer!"

Mayor Beerman closed the public input portion of the meeting.

Council Member Gerber asked if viewers on Facebook Live could raise their hand if they wanted to make comments. Matt Dias noted all the risks associated with that and recommended to keep the form of public input that was currently practiced.

IV) CONSENT AGENDA

1. Request to Approve Lease Addendum Five in a Form Approved by the City Attorney, with the Utah Department of Alcohol and Beverage Control (DABC) for their Tenant Space Located at 460 Swede Alley, Unit 100:

2. Request to Approve Resolution 09-2020, a Resolution Proclaiming May 30, 2020, as Arbor Day and Celebrating Park City's 27th Anniversary as a Tree City USA Community:

3. Request to Authorize the City Manager to Execute the First Addendum to the Design Professional Services Agreement, in a Form Approved by the City Attorney, with The Electric Highway Co., for Installation of Twelve Electric Vehicle (EV) Charging Ports in an Amount Not to Exceed \$73,000.00:

4. Request to Authorize the City Manager to Sign the Park City-Salt Lake City Connect Interlocal Cooperative Agreement with Utah Transit Authority (UTA) and Spend \$1.6 Million on Fourteen Electric Buses:

Council Member Joyce moved to remove and continue Consent Agenda Item One to a date uncertain. Council Member Henney seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

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

EXCUSED: Council Member Worel

Council Member Joyce moved to approve Consent Agenda Items Two, Three, and Four. Council Member Henney seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Worel

V) OLD BUSINESS

1. Consideration to Approve the Contract Amendment with AECOM Technical Services, Not to Exceed \$96,947.00 to Facilitate Walkability Improvements between Homestake Rd., to the Kearns Blvd/Snow Creek Dr. Intersection, in Conjunction with Planned Bus Stop Improvements:

Alexis Verson, Transportation Planner, presented this item and reviewed the walkability project, including bus shelter improvements. She indicated the amendment to the contract would include an additional walkability project on Park Avenue and a retaining wall on Kearns Boulevard.

Verson explained the contractor preferred splitting the bids in order to get responses from different contractors for the different types of projects within the overall project, but noted splitting the bids would cost the City an extra \$19,000. Council Member Henney asked for further clarification on not splitting the bid package, to which Verson explained multiple bids would result in more specialized contractors.

Council Member Joyce asked about the curb cuts by bus stops, and indicated it was awkward when buses were pulling into traffic. Verson stated there wasn't a negotiation on curb cuts. Council Member Gerber thought it was difficult for pedestrian crossings in that area, and hoped for a light at some point in the future. Verson stated that was a UDOT road, and they usually favored above or below grade crossing. She stated she could continue that conversation with UDOT. Council Member Doilney looked forward to making a crossing for the Silver Creek side of the street.

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

Council Member Joyce moved to approve the contract amendment with AECOM Technical Services, not to exceed \$96,947.00 to facilitate walkability improvements between Homestake Rd., to the Kearns Blvd/Snow Creek Dr. intersection, in conjunction with planned bus stop improvements. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Worel

2. Consideration to Approve Financial Support in FY2020 to Continue Membership in the Central Wasatch Commission (CWC):

Matt Dias, City Manager, presented this item and reviewed the past two discussions on this issue. He indicated Summit County allocated \$25,000 to continue their membership. He felt there was flexibility in the annual membership contributions and noted there was \$25,000 in the budget for this membership.

Council Member Doilney indicated this was a paid membership, but the benefits were elusive. He stated the focus could change to the Wasatch Back in the next few years, but he couldn't see it coming. Mayor Beerman stated the focus was on the Wasatch Front at the moment, but there had been times when CWC helped the Wasatch Back, such as opening Guardsman Pass and contributing to the Bonanza Flat open space purchase. Council Member Doilney understood there could be value in maintaining membership, and thought the City could contribute at a lower level.

Council Member Joyce stated he was happy to receive the CWC's financial statements. He thought this was a Wasatch Front group and the CWC financials still concerned him. Meanwhile, the City was cutting its budget. Mayor Beerman stated this was a regional group and the City didn't have the option of only contributing when it was asking for something. He explained some of the CWC projects and indicated he hoped the relationship with CWC could continue.

Council Member Gerber stated regional collaboration was a pillar in Vision 2020. She felt Park City should have a seat at the table and thought \$25,000 would be a reasonable contribution. Council Member Henney asked what the other members were contributing. Mayor Beerman indicated all the members had paid their membership fees, and two additional cities were going to join. Council Member Doilney asked if the other cities paid their assigned fees or another amount. Mayor Beerman reviewed the Wasatch Back came in as a founding member and contributed a lot to this organization.

Now, there were many participating entities, and he recommended matching what Summit County contributed.

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

Council Member Gerber moved to approve financial support in FY2020 in the amount of \$25,000 to continue membership in the Central Wasatch Commission. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Worel

VI) NEW BUSINESS

1. FY2020-21 City Manager's Recommended Budget:

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

Council Member Gerber moved to continue the FY2020-21 City Manager's recommended budget. Council Member Joyce seconded the motion.

RESULT: CONTINUED TO JUNE 11, 2020

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

EXCUSED: Council Member Worel

2. Consideration to Approve Resolution 10-2020, a Resolution Proclaiming June 2020, as Pride Month in Park City:

Michelle Downard, Resident Advocate, presented this item and noted the resolution was in response to the critical priority of social equity. She indicated staff would show community support by putting up Pride flags around town.

Mayor Beerman opened the public hearing. Michelle Downard read the following comment:

Daniel Potter, Regional Coordinator - Wasatch Back: "Equality Utah is honored and touched by the Park City Council for demonstrating consistent love and support for the LGBTQ community. The challenges presented by COVID-19 have truly made us appreciate our friends and allies. We all need to support each other through difficult times. The ties that bind us remain strong and enduring.

Utah has made phenomenal strides over the past five years. From the passage of LGBTQ non-discrimination laws in 2015 to the recent banning of conversion therapy for minors, Utah is truly stepping forward to uplift and celebrate LGBTQ lives. Park City has long been a supportive ally to our community. We have always felt welcomed and loved in your streets, slopes and festivals. Thank you for hoisting our colors proudly. As you have been an ally to us, may we always be an ally to you, celebrating each other on our journey together.”

Mayor Beerman closed the public hearing.

Council Member Gerber stated this was a hard time for the community in general, but especially for those that might not feel valued. This was a huge step forward. Council Member Henney stated this was what being diverse was about.

Council Member Gerber moved to adopt Resolution 10-2020, a resolution proclaiming June 2020, as Pride Month in Park City. Council Member Henney seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Worel

3. Consideration to Adopt Resolution 11-2020, a Resolution Authorizing Park City Sustainability Department to File an Application for Pedestrian Facilities on Federal Lands and to Apply for a BLM Grant Allowing Use of BLM Property:

Heinrich Deters, Trails and Open Space Manager, presented this item and stated the resolution would allow staff to file an application with the BLM for a right-of-way. He reviewed the history of the parcel and indicated a developer would pay for stairs on this parcel, but the funding would expire in three years.

Council Member Joyce asked if Deters knew of a timeframe for a response from BLM. Deters did not know of a timeframe, but hoped this project could begin next summer. Council Member Joyce asked when the three year sunset clause began, to which Deters replied the Certificate of Occupancy was issued recently and so the time had just begun.

Mayor Beerman opened the public hearing.

Diane Bernhardt: “Honorable Mayor and Park City Council, I'm writing in support of adopting the proposed resolution authorizing the BLM application for right of way for pedestrian stairs on Rossie Hill. I and other community members would love to have joined in person to support the application, offer thanks for Park City Municipal's continued progress on the stairway, and to celebrate this milestone! eComment will have to do!!! Thanks for your continued support!”

1 Duff Stewart: "I support the resolution approving the submission of a right of way (ROW)
2 application to the Bureau of Land Management (BLM) for a set of public stairs on
3 federal land, near the intersection of Rossi Hill Drive and Coalition View Court. My wife
4 and I live at 575 Rossi Hill and the stairs would be adjacent to the end of our drive. I
5 have no issue with the public stairs and fully support the improved access to Deer
6 Valley Drive. This is a great project."
7

8 Matthew Shier: "I emphatically support this resolution. It will facilitate realization of the
9 neighborhood's hard fought proposed condition to the Lilac Hill Subdivision and provide
10 pedestrians from all over Rossi Hill, safe access walking to and from the bus stop on
11 Deer Valley Drive. This is especially critical during the winter when visibility on Rossi Hill
12 Drive is blocked by snow build-up on the sides of the road from snow removal. It will
13 keep pedestrians off the roadway as well."
14

15 Rania Anderson: "I strongly support this resolution. It will be positive on many levels for
16 the neighborhood, the city and the mountain. These stairs will facilitate residents
17 walking more often into town, riding the buses and not driving to the mountains to ski.
18 We have been in this neighborhood for 17 years. We appreciate the Council prioritizing
19 this and for your continued commitment to safe, walkable, sustainable neighborhoods."
20

21 Leo Trautwein: "Park City Council, We reside at 668 Coalition View Ct and strongly
22 support the proposed resolution authorizing the BLM application for right of way for
23 pedestrian stairs on Rossie Hill. This is our full-time residence and we have two little
24 kids (5 and 2 years old). We frequently walk down to Main Street or to the bus stop
25 through Rossie Hill and find the path unsafe - it is a narrow road without a sidewalk and
26 the problem gets worse during the winter. These stairs will significantly improve the
27 access to Deer Valley Drive and public transportation. Our family appreciates the effort."
28

29 Liz Stewart: "Please adopt resolution 11-2020. My husband Duff and I own a home at
30 575 Rossi Hill Drive. We believe the stairs will create a safer environment for
31 pedestrians (whom we often see navigating this shortcut without stairs and it looks
32 dangerous!) as well as encourage the use of public transportation by making access to
33 the neighborhood more efficient and safe. Thank you!"
34

35 David Trimble: "Thank you for pursuing a BLM right of way request for a proposed
36 stairway in the Snowpark neighborhood on Rossie Hill. I fully support such a stairway as
37 an aid to pedestrian traffic on Rossie Hill Rd. and commend the commission on your
38 support of that goal. I urge all commissioners to vote in favor of this agenda item."
39

40 Linda Mason: "I strongly support the adoption of Resolution 11-2020. My husband and I
41 live on Rossie Hill near the Lilac Hill Subdivision. We frequently walk from Deer Valley
42 Dr. up the hill and around the hairpin turn. The stairs will significantly improve the safety

for pedestrians especially during the winter when the road is narrow and busy with large construction vehicles and equipment. Thank you in advance for adopting the resolution.”

Jennifer Kaire: “Thank you for your consideration in supporting the BLM right of way pedestrian stairs on Rossie Hill. We live on Coalition View Court and frequently walk to town along with our children. The stairs will provide a safer walk avoiding the traffic as well as blind spots at the hairpin turns.”

Jennifer Gurss: “Those of us who live on Rossie Hill were happy that a public staircase was part of the plan for the Lilac Hill development’s approval a few years ago. We are delighted to see that the staircase is now closer to becoming a reality and we support action to pursue a right of way from the BLM. The hairpin turn on Rossie Hill is treacherous in winter when there is snow/ice; cars often take the curve faster than they should, and anything that can be done to safeguard pedestrians (and encourage walking or mass transit in lieu of individual cars) is welcome. Thank you.”

Thomas Safran: “I have a residence on Coalition View Court and strongly support the proposed Resolution 11-2020 authorizing the BLM application for a right of way for pedestrian stairs on Rossie Hill. I frequently walk down to Main Street and find the path unsafe. It is a narrow road without a sidewalk and the problem gets worse during the winter. These stairs will significantly improve the access to Deer Valley Drive. Thank you in advance for your support.”

Allison Kitching: “Dear City Council, I am supportive of the resolution for the public stairs. My condo is immediately adjacent to this parcel. The stairs will provide a safe way for pedestrians to travel from Rossie Hill Drive, down to Deer Valley Loop Drive then on to Deer Valley Drive. I am especially excited about this for winter travel. The lower corner on Rossie Hill Drive is a dangerous for cars and pedestrians. For future consideration, it would be nice to have an additional set of stairs on the lower part of Deer Valley Loop as well. The street is steep and icy in the winter.”

Mayor Beerman closed the public hearing.

Council Member Joyce moved to adopt Resolution 11-2020, a resolution authorizing Park City Sustainability Department to file an application for pedestrian facilities on federal lands and to apply for a BLM grant allowing use of BLM Property. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

EXCUSED: Council Member Worel

VII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

May 28, 2020

The Council of Park City, Summit County, Utah, met in open meeting on May 28, 2020, at 4:30 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

SPECIAL MEETING

I) ROLL CALL

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

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

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

Liza Simpson: "Re: Merit Pay cuts: I believe not giving merit pay to those of our employees who are on the front lines is wrong. Those who can't WFH and are putting themselves and their families at risk to serve our community should be treated better than this unless we no longer believe that they are our greatest resource. Because that is the message you are sending. Also, in these times, the character limit to submit comments should be removed. It stifles public input."

Mayor Beerman closed the public input portion of the meeting. Michelle Kellogg noted the character limit for public comments had been increased.

Council Questions and Comments

Council Member Henney indicated he was on Main Street on Memorial Day and saw more people than expected.

Council Member Worel was excited to see nonprofits using creative methods to operate and looked forward to their reopening.

Mayor Beerman thanked staff for putting the flag on the McPolin Barn for Memorial Day, as well as for shining the blue light on the barn to recognize those on the frontlines. He thanked the County and others for the work on COVID-19, and noted the County was on the yellow risk level. He promoted two upcoming roundtables. Council Member Doilney stated one roundtable would be with the Park City Police Chief, the head of the Park City Fire District, Beth Armstrong from the Peoples Health Clinic and the director of Park City IHC, who would share their perspectives during COVID -19. Mayor Beerman stated Senator Romney and Representative McAdams would be on the following roundtable event.

Matt Dias reviewed Municipal facilities were opening slowly and safely. He also noted the water bond approved by Council was issued and had an interest rate of 1.85%, which was one of the lowest the City had ever received.

III) NEW BUSINESS

1. Consideration to Adopt Resolution 12-2020, a Resolution Acknowledging Linda Perkins' Retirement from the Park City Cooperative Preschool and Recognizing Her Many Contributions in Providing Service to Park City:

Jonathan Weidenhamer, Economic Development Manager, presented this item and indicated the City was honoring Linda Perkins as she retired from being a teacher at the preschool coop in the City library. He thanked her for all she did for the community.

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

Council Member Gerber moved to approve Resolution 12-2020, a resolution acknowledging Linda Perkins' retirement from the Park City Cooperative Preschool and recognizing her many contributions in providing service to Park City. Council Member Worel seconded the motion.

RESULT: APPROVED

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

2. Consideration to Approve a Level 4 Special Event Permit for Temporary Activation of City-Owned Property within the Downtown Business Improvement District, Including Car-Free Use of Main Street on Sundays, to Facilitate a Phased Re-Opening of Business in Accordance with Utah Leads Guidelines and Social Distancing Requirements in an Amount Not to Exceed \$80,000 per Special Event Fee Reduction Process and Municipal Code Section 4A-2-9; AND Delegate Authority to the City Manager to Approve Reasonable Modifications to Operational and Logistical Plans Associated with the Permit:

Jenny Diersen, Special Events Manager, and Jonathan Weidenhamer, Economic Development Manager, presented this item with Alison Kuhlow, Historic Park City Alliance (HPCA) Executive Director. Diersen reviewed that HPCA approached the City with the request to temporarily activate Main Street for pedestrian only use. Other requests had come in from Snow Creek and Prospector business districts as well. She indicated the key to success was to maintain social distancing and this was a good solution. This would be car-free Main Street on Sundays from June 14 to September 6 and would be called Dine, Shop and Stroll events.

Diersen noted the concern from the Parking Department on the estimated \$250,000 in lost parking revenue for these Sundays, as well as the potential for parking in the neighboring residential zones. She stated these concerns would be monitored and adjustments could be made. In addition to approving the special event permit, she requested that Council approve the City Manager having the authority to approve modifications that were deemed necessary.

Alison Kuhlow, HPCA Executive Director, explained that HPCA reached out to proponents and opponents to this proposal and reached a consensus to close Main Street on Sundays. A survey was sent out and 75% of respondents were in favor of the proposal.

Council Member Joyce asked if the operating cost would increase if HPCA requested Saturday and Sunday. Diersen stated the cost could be a little more or less per Sunday, depending on the weekend, but the estimated cost per day would apply for each additional day that was scheduled.

Council Member Worel asked about residential traffic management. Diersen stated the southern section of the Brew Pub lot would be a vehicle turn around so vehicles couldn't continue up to Hillside and the King Road area. The resort shuttles could come down via Hillside, but they wouldn't be allowed to go up through Hillside. She noted if a street was closed, it would need to be specified in the operational plan. Council Member Worel

asked if commercial vehicles would be limited on residential streets. Diersen stated it was difficult to know the extent of commercial traffic in that area, but they would be encouraging traffic flow into Old Town via the entrances off of Deer Valley Drive. Council Member Worel asked if some outcome measures could be put in place so they could be evaluated in the fall. Weidenhamer stated one measure for the merchants would be sales. There were other quality of life measures that could be evaluated as well. Kuhlow stated the goal of closing Main Street was to provide social distancing in order to provide comfort for people that were hesitant to be in crowds.

Council Member Henney asked how the word would get out about the Main Street closure. Kuhlow stated they had marketing money they could use for this purpose.

Council Member Gerber didn't know if comparing sales was the best metric to use in this scenario because it was not a consistent measurement for all businesses on Main Street. She was also concerned with safety measures and asked about Condition of Approval Eight, specifically inquiring if HPCA would coordinate which businesses were allowed to erect tents or hold sidewalk sales each week, or if individual businesses would submit their plans to the Special Events Department. Diersen didn't anticipate a lot of temporary structures, but stated she would meet with HPCA to discuss the process. The Building Department would be doing inspections to ensure safety. A list would be kept of businesses wanting sidewalk sales, etc., so there would not be overlap with a neighboring restaurant or other business. Council Member Gerber indicated there were many residents who were in favor of a pedestrian-only Main Street. She asked if Transit could be increased on Sundays to get people around town. Diersen indicated that was something that could be explored. There were plans for increased frequency in some areas, but not all. Mayor Beerman stated many things would be learned as this was rolled out, and services could be added if there was a need.

Council Member Doilney stated he participated in the HPCA meetings and the main point of this initiative was to try different things to increase business.

Mayor Beerman opened the public hearing. The following comments were submitted:

Peter Marth: "Regarding closing Main. Your staff report regarding this promotes and encourages that Hillside Ave, the narrowest residential street in Old Town be used as a short-cut for vehicles of all kinds to access the top of Main St. for commercial events. Do you agree this is a good idea, or should this Historic Residential street that was narrowed to 15 feet for resident use only 10 years ago be protected from further commercial traffic abuse that this plan advocates?"

Caroline Gleich: "I'm proud to call Park City home for many reasons, especially for the environmental leadership. I urge the council to test a car free Main Street and consider making it a permanent feature. A car free Main St. is a way for folks to support local

businesses during the ongoing COVID-19 pandemic. We would feel more comfortable dining and shopping outdoors. It would also protect bikers and pedestrians from air pollution. It would further establish Park City as a leader in mountain towns in the US.”

Clive Bush: “While we all must support the revitalization of local business on Main Street; the plan presented today needlessly justifies the ongoing misuse of our residential streets in doing so. A car-free Main Street doesn’t need to put more cars on our residential streets if we follow simple rules to do otherwise. Traffic on Hillside Avenue can easily be directed away from the residential neighborhood with permanent signage on Marsac. So why not do it now? I really think it’s important for the city to rebuild Park City’s fortunes as a whole community. The 2020 visioning process would agree. This is a first step to rebalance a community with a bold change that is also sustainable.”

Ileana Anderson: “I believe that a car-free Main Street would not only improve our air quality, but also create a more walking-friendly environment that would attract more customers to Main Street businesses. Burlington, VT, Vail, and Boulder, CO, are a few examples of many car-free pedestrian zones that are constantly bustling with foot traffic. There is so little parking on Main Street as is that parking should not be a factor. The trolley, or something like it, could continue to run to provide access to Main Street business for people of all abilities. A car-free Main Street would only make it safer for all of us who love to call this town home.”

Tina Smith: “I think a carless Main St. is an excellent idea... safer social distancing, more room for restaurants to go al fresco, more room for street music, for stores to put their wares outside... I’m all in.”

Heather Currie: “Thank you for considering the possibilities surrounding a car-free Main Street. I hope with some trial runs we’ll learn that a car-free Main Street can provide a stronger community feel and healthy business for our local shops and restaurants. This would make for less air pollution - and in my opinion - a far more pleasant and enjoyable experience on Main Street. This is an opportunity to experiment with the bold change our community has asked for surrounding transportation innovation, environmental leadership and sustainable tourism. This is absolutely worth testing out! Sincerest thanks.”

Rob Lea: “I’m in support of a pedestrian, car free Main Street. I think testing this idea on Sundays is a good first step, but I’d encourage council to seriously consider Main Street being car free all the time. Of course I think it should be done with the input of fellow Parkites along with the business owners on Main Street. I’ve visited many mountain towns around the world with pedestrian streets and I’ve always wondered why we didn’t adopt the same vision here in Park City. My last trip to Chamonix, France I saw a folks milling around socializing and patronizing the local businesses in a way that I was quite

jealous of. It's great to have dinner outside on Main Street or browse the retail shops on... until a big diesel truck rolls by spewing exhaust. Can you imagine leisurely walking up and down Main Street browsing the stores, grabbing a bite or a drink and not having the noise or air pollution of cars driving by? I certainly can!"

Naomi Smith: "I tried to watch this meeting live but was unable to. My mother is from Switzerland and I travel there every summer and have noticed that almost every European city has adopted the concept of pedestrianization and the results have been very successful. Businesses have not lost customers, instead, they now sell their merchandise on the streets and there are outdoor restaurants that promote more tourists. Pedestrians spend 65% more money in businesses than drivers which would boost Main Street's local economy and drive tourism. In Park City, making Main Street pedestrian-only would increase the use of the free public buses and increase the home values in the surrounding old town areas. Pedestrianizing a street makes home values increase \$82 a square foot and \$300 in rent. This would also heavily reduce the harmful carbon emissions from vehicles and would help Park City reduce air pollution. If people drove one day less a week (in this case Sundays), it would reduce 3.8 million tons of greenhouse gas emissions a year, which is a HUGE amount. If we want to keep working at PC's sustainable goals and let it become the real mountain town that it was born to be, then we need to start now. Pedestrianizing Main Street is the perfect first step into an eco-friendly direction for the future of Park City."

Mayor Beerman closed the public hearing.

Council Member Joyce hoped to see more outdoor dining and shopping due to the closure of Main Street. He wanted to see something transformative because of businesses implementing new ideas.

Council Member Doilney thought this program might be a slow process to get going. He looked forward to trying something new. Mayor Beerman stated in order to make this successful, the City needed to be nimble, in allowing signage and other needs for this street. Diersen was confident those measures were in place. She stated the key was communication between the City departments and businesses.

Weidenhamer suggested amending Condition of Approval 13 in the operational plan to give authority to the City Manager to authorize changes. Margaret Plane, Special Counsel, recommended modifying the second sentence to end after "the City Manager or their designee," and deleting the remnant of that condition.

Council Member Henney felt the City would know success when they saw it. It would take being on Main Street to see what was happening and how many people were there. Kuhlown agreed and stated she would talk with merchants each Monday, but that was anecdotal. Council Member Joyce indicated he and Council Member Doilney were

the liaisons for Park Silly Sunday Market, which was cancelled this summer, and they would volunteer to walk around on Sundays and observe the activity on Main Street. Council Member Gerber asked for a midsummer check-in. Mayor Beerman asked for reports the first Council meetings in July and August. Council Member Joyce asked if there could be car counts for the China Bridge parking. Diersen stated she would ask, and also thought there should be counts on Hillside and for the number of people taking transit.

Council Member Gerber moved to approve a Level 4 Special Event Permit for temporary activation of City-owned property within the Downtown Business Improvement District, including car-free use of Main Street on Sundays in a form approved by the City Attorney, to facilitate a phased re-opening of business in accordance with Utah Leads Guidelines and social distancing requirements in an amount not to exceed \$80,000 per Special Event fee reduction process and Municipal Code Section 4A-2-9; and delegate authority to the City Manager to approve reasonable modifications to operational and logistical plans associated with the permit. Council Member Doilney seconded the motion.

RESULT: APPROVED

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

Council Member Gerber moved to close the meeting to discuss property at 5:35 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Doilney moved to adjourn from Closed Meeting at 6:30 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

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

V) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve Lease Addendum One in a Form Approved by the City Attorney for the 1302 Norfolk Avenue Residential Rental Agreement

Suggested Action:

Attachments:

[1302 Norfolk Rental Agreement Addendum Staff Report](#)

[Exhibit A: 1302 Norfolk Lease Agreement Addendum 1](#)



City Council Staff Report

Subject: 1302 Norfolk Residential Rental Agreement

Author: Heinrich Deters

Department: Sustainability

Date: June 11, 2020

Type of Item: Administrative- Lease Addendum

Recommendation

Approve Lease Addendum 1, in a form approved by the City Attorney, to continue the existing 1302 Norfolk Residential Rental Agreement.

Background

Park City Municipal entered into a residential rental agreement with the 1302 Norfolk tenant in March of 2019, with a termination date of July 1, 2020.

Analysis

The current Woodside Park Phase II project is currently delayed, thus the Addendum extends the term of the agreement to July 1, 2021. All other covenants within the agreement remain in force.

Attachments

Exhibit A 1302 Residential Rental Agreement- Addendum 1

**ADDENDUM #1 TO
RESIDENTIAL RENTAL AGREEMENT**

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

THIS ADDENDUM #1 is made by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (hereinafter referred to as "Landlord") and **ED PARIGIAN**, (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease the premises located at 1302 Norfolk Avenue, Park City, Utah 84060. The following terms are hereby amended and incorporated as part of the Residential Rental Agreement:

1. Term: The term of this Residential Rental Agreement is hereby amended to read: The Lease term is for one (1) year and shall commence on the _____ day of _____, 2020, and shall be a month to month lease term. In no event shall the term exceed July 1, 2021.
2. All other covenants, terms and conditions of the subject Residential Rental Agreement not modified by this Addendum #1 will remain in full force and effect.

TENANT:

By: _____
ED PARIGIAN

LANDLORD:

PARK CITY MUNICIPAL
CORPORATION, a Utah municipal corporation

By: _____
Matt Dias, City Manager

Approved as to form:

City Attorney

STATE OF UTAH)

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by ED PARIGIAN, an individual, and he acknowledged that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
Residing at:

My Commission Expires:

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Julia Collins

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Amend the Existing Contract between Park City Municipal and Horrocks Engineers, for an Additional Amount Not to Exceed \$145,310 for Construction Management of the SR-248/Kearns Boulevard Tunnel

Suggested Action:

Attachments:

[SR248 Construction Amendment Staff Report](#)

[Exhibit A: Additional Scope of Services](#)

Subject: Contract Amendment with Horrocks Engineers for construction management of the SR-248/Kearns Boulevard tunnel
Author: Julia Collins, Senior Transportation Planner; John Robertson, City Engineer
Departments: Transportation
Date: June 11, 2020
Type of Item: Administrative

Recommendation

Authorize the City Manager to amend the existing contract between Park City Municipal and Horrocks Engineers, for an additional amount, not to exceed \$145,310.

Executive Summary

Park City Transportation and Engineering staff is working with the Utah Department of Transportation (UDOT) to develop and implement a suite of transportation solutions along the SR-248 corridor. One of the most prominent elements is the pedestrian tunnel under SR-248 at mile post .08 near Cooke Drive. The tunnel opened to the public in January 2020, and provides neighborhood connections, enhanced safety, and improves traffic congestion by reducing delays on the corridor previously due to the High-Intensity Activated crossWalk signal beacon (HAWK).

Through a competitive bidding process, Stapp Construction Inc., was awarded the construction contract on March 16th 2019, with a final completion due date of August 30th, 2019. Due to variety of unanticipated conflicts, the project construction schedule was significantly delayed. Despite opening the tunnel in January 2020, a number of outstanding tasks remain incomplete prior to Park City accepting the project as complete. Stapp has made a commitment to complete the tunnel this summer, with little to no public interruptions.

Additional funds are necessary to continue construction management services to oversee Stapp Construction, yet are included in the overall project budget, including:

- Providing onsite field inspector to supervise Stapp Construction and various sub-contractors;
- Conducting on-site materials testing to ensure adequate quality of work and products; and
- Upholding civil engineering standards and specifications related to a highway construction project.

Background

- In 2016, [UDOT prepared a Concept Report](#) recommending a culvert tunnel on SR-248 to replace the existing signal crosswalk near Cooke Drive.
- On November 9, 2017, staff presented an [overall programmatic update to City Council](#) on significant transportation projects including SR-248 projects.
- On December 5th, 2017, staff presented the initial crossing improvement project with the adjacent property owner, PCSD Board.

- January 11th, 2018, a [Professional Service Agreement was established with Horrocks Engineers](#) to provide engineering services to design and support the construction of bicycle and pedestrian safety improvements.
- Through a traffic analysis, it was identified a below grade culvert tunnel would have the greatest benefit to improve traffic delays on SR-248 (Exhibit A).
- On June 19th, 2018, staff presented the tunnel alternatives to the PCSD Board and gathered input on the memorandum of understanding for the access, easements, maintenance and construction of the tunnel.
- On August 16th, 2018, City Council authorized the [execution of a memorandum of understanding agreement between the City and PCSD](#) for a pedestrian and bicycle tunnel on SR-248. On August 21st, 2018 PCSD authorized the memorandum of understanding.
- On March 14, 2019, [City Council authorized a construction agreement](#) between Park City Municipal and Stapp Construction Inc., and a separate agreement with Rocky Mountain Power for the construction of a pedestrian tunnel on SR-248.
- On October 22, 2019, [a contract amendment to the Horrocks](#) construction management task was authorized by City Council.

Funding Source

The project is currently within the anticipated budget, including this amendment, as provided by the Summit County Transportation sales tax revenues. The project funding was approved by the Summit County Council of Governments during the February 2018 meeting.

If approved, the total tunnel project expenditures to date will be \$4,019,485. This includes engineering design costs (\$225,396) and construction management provided by Horrocks Engineers (\$359,706), tunnel construction costs of \$3,407,645 Stapp Construction Inc., along with UDOT fees (\$1,500), utility relocation costs for utility relocation with Rocky Mountain Power, and Snyderville Basin Water Reclamation and Dominion Energy Utah (\$151,305).

Analysis

The original Stapp Construction contract includes a \$1,500 per day liquidated damages fee, which is being negotiated with Stapp given significant project delays. It is anticipated that the liquidated damages assessed to Stapp will cover the additional Horrocks Engineers construction management fees.

No additional traffic mitigation or construction restrictions are anticipated for the public this summer. The final tunnel construction items consist of concrete work, pavement repairs, landscaping and irrigation, grading, snow melt system, lighting and electrical.

Construction management provided by Horrocks Engineers was originally budgeted in the amount of \$111,404 (3% of the project cost). This was a modest estimated based off a compressed four month construction schedule and the original project scope. Additional budget in the amount of \$122,235 for this task was authorized by City Council in October 2019, given that the demands of the project had expanded.

This work included utility agencies that relied heavily on the Horrocks inspector, as well as, the overall project timeline from the contractor doubled with a new proposed completion date of November 29, 2019. Horrocks has made considerable efforts writing off a portion of the work in partnership with the City and understanding current budget constraints. This authorization would cover construction management to complete the project.

To complete construction management service, an additional \$145,310 is recommended (Exhibit C), for a total of \$359,706 (11.15%). In comparable civil projects over \$3,000,000, allotting for 10-15% of the total project budget to construction management is industry standard.

This report has been reviewed by the following departments: Executive, Engineering, Legal, and Transportation.

Attachments

Exhibit A Horrocks additional scope of services

Exhibit A: Horrocks Contract Extension – Construction Management Scope of Services

PROJECT DESCRIPTION & SCOPE OF SERVICES

Task: Construction Management Services

Task 6.1 Requested Fees to Date (November 29, 2019 – April 30, 2020) = \$84,610.57

Task 6.2 Anticipated Extra to Project Close (April 30 – Project Close) = Estimate: \$22,640 (low) to \$45,700 (high)

This Change Order request covers the additional construction management support provided beyond the anticipated project deadlines and hours indicated in the original Horrocks contract and beyond the contract extension outlined in the Additional Services Contract 1 which services up to November 29, 2019. The original full time inspector, construction engineer and construction management of the project was budgeted from May 1-August 15, 2019, then extended to November 29, 2019 with the Add Services 1. Throughout the project, a Horrocks' inspector is required full time from mobilization of Stapp through the project due to enforce controls, inspect quality of work, and ensure project is being built to the required standards set forth in the project specifications and plans. The tunnel was opened in January of 2020 to accommodate the Sundance Film Festival and the contractor partially demobilized until spring 2020 with efforts continuing with regard to safety of the pathways and tunnel. Due to the seasonal shutdown and continued efforts required to complete the tunnel and site work, the project is anticipated to extend into the summer of 2020, therefore construction engineering and construction management is recommended to continue through completion.

Stapp is currently working through punch list items and it is anticipated that the majority of these items will be taken care of in May 2020. Extended efforts on the heat trace system and possible concerns with concrete quality on the north ramp may require efforts extending into June/July 2020 for final completion. (These will be scheduled efforts taking 1-2 weeks; this does not mean construction will be continuous until this time.)

These additional costs to date of this task include the following items:

1. Full time inspection and construction management of project from November 29, 2020 to project close out, anticipated June 2020.
2. Project construction management/inspector includes:
 - a. Public Involvement
 - b. Non-Full time inspection/construction manager overseeing daily construction activities
 - c. Weekly project meetings
 - d. Engineering review and coordination of on-site design changes
 - e. Review of testing
 - f. Review of submittals and RFI's

3. Horrocks is writing off a portion of this work relating to the solar panel design as a modification was required by the design team due to drawing coordination issues. This amount will be assessed in the T&M invoice in Task 6.2 of this Additional Services Contract.
4. Total Change order request this task is assessing only the hours beyond anticipated project time frame.
5. Total requested for Task 6.1 is identified below
6. Any required additional time in Task 6.2 is identified below and will be billed only as accrued.
 - a. Project closeout is anticipated to be June, 2020

Project Contingency

It is anticipated that fees in Task 6.1 and 6.2 will cover the “soft costs” and engineering effort required to complete this project. We are proposing a \$15,000 contingency be approved to be used at the discretion of the Park City Project Manager to cover items that are unforeseen but may become required outside of the approved contract. This may include additional sub-consultant fees (other than Horrocks,) minor mitigation efforts to coordinate with private and public stakeholders (LDS Seminary, PCSD, UDOT, etc.) to complete the project. These fees will not be utilized only upon review and discretionary approval by Park City.

CONSULTANT FEES

Additional Services 2: Tasks	Fee
Task 6.1: Additional Construction Management Services (November 29, 2019 – April 30, 2020)	\$84,610.57
Task 6.2: Anticipated Project Remaining	\$45,700
Project Contingency (Only upon approval from Park City PM)	\$15,000
TOTAL	\$145,310

Horrocks Overall Fees Summary	Fee
Original Project:	\$341,423
Additional Services Amendment 1: (August – November 29, 2019)	\$122,235
Additional Services Amendment 2: (November 29, 2019 – Project Close)	\$145,310
PROJECT TOTAL	\$608,969

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a One Year Extension to the Property Lease for the Park City Cooperative Preschool (PCCP) in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[PCCP One Year Extension Staff Report](#)

[Exhibit A: PCCP Property Lease Addendum Extension Draft](#)

[Exhibit B: PCCP Statement Enrollment History](#)

City Council Staff Report



Subject: Park City Cooperative Preschool One Year Property Lease Extension Request
Author: Jenny Diersen
Department: Economic Development
Date: June 11, 2020
Type of Item: Consent – Lease of City Property Extension

Summary

Hold a public hearing, and approve a one year extension to the Property Lease for the Park City Cooperative Preschool (PCCP), in a form approved by the City Attorney (Ex A). Due to the impacts of Covid 19, staff recommends extending the Lease for one year with current terms prior to considering any long terms changes.

Background

The [current lease for the PCCP](#) was executed in 2014 as part of the Library expansion and expires on June 30, 2020. PCCP wishes to extend and has provided a statement regarding the goals of the organization, their place within the community, and history of enrollment trends (Exhibit B).

Analysis & Recommendation

In January, staff began meeting with PCCP regarding possible terms for lease extension, including updating insurance requirements. However, with the impacts of Covid 19, PCCP requests extending current terms of the lease for at least one additional year. If Council approves, all terms and conditions of the original Agreement shall continue to apply, only the date of expiration of the lease shall be changed to end June of 2021.

Continuing to raise the rent 3% year over year, as a general reflection of the CPI, remains supported by staff and the PCCP Board. Current rent at \$22.6/sf is at or above the market considering:

- 3rd floor of a public building
- Nonexclusive access to playground and rest rooms
- Shared parking
- Premium cost for very limited sf. (approx.1,000)

Park City Library is supportive of these terms and does not have any concerns. Library staff has affirmed that the PCCP area is surplus property and not needed for Library to deliver the current or future anticipated programs for the term of the lease. Furthermore, the library staff is supportive of the continued relationship with the PCCP based on community benefit the program brings and the ease of the partnership.

Funding

Fees collected for rental go to the General Fund. Discussion regarding rent abatement due to Covid 19 impacts, would be done at the discretion of City Council outside of the terms as outlined in this lease. Rent Abatement Update is also included in Council's packet this evening.

Attachments

Exhibit A: Addendum for One Year Extension of PCCP Property Lease DRAFT

Exhibit B: PCCP Goals, Community Impact and History

FIRST ADDENDUM TO 2015 PROPERTY LEASE

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and the Park City Cooperative Preschool, a Utah non-profit corporation, (“Tenant”), to amend the Park City Municipal Corporation Property Lease signed and executed by the parties on May, 20, 2015.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Property Lease on May 20, 2015, (hereinafter “Property Lease”);

WHEREAS, the term of the Property Lease is due to end June 30, 2020; and

WHEREAS, due to the unforeseen impacts of Covid 19 the parties desire to extend the Property Lease for one (1) year under the current terms;

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

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term of the Property Lease shall be extended to a termination date of June 30, 2021.

2. OTHER TERMS.

All other terms and conditions of the Property Lease shall continue to apply.

- 3. ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 35 of the Property Lease between the parties and cannot be altered or amended except by written instrument, signed by all parties.

- 4. COUNTERPARTS.** This First Addendum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

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

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

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

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

TENANT:

Name: Park City Cooperative Preschool

Address: PO Box 683482

City/State/Zip: Park City, Utah

Tax ID#:

PC Business License #:_____

Printed Name_____
Signature_____
Title

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

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

On this day of , 20__, _____ personally appeared before me, whose identity is personally known to me or/proven to me on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is _____ (position), of _____ (organization), and that said document was signed by her on behalf of said corporation by authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged to me that she executed the First Addendum to the Park City Municipal Corporation Property Lease..

 Notary Public

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

Printed name _____

Signature: _____

Park City Cooperative Preschool

Playing, Learning, and Building Community Since 1987

Park City Cooperative Preschool (PCCP) is a private non-profit school that provides play-based early childhood education while creating a strong community through parent involvement. The program was started in 1987 by a group of parents who embraced the co-op model and philosophy that has since become our motto: “Everyone participates, everyone benefits.”

The school is administered by a group of parent volunteers assisted by two highly qualified professional educators. Each family is asked to share in the operation of the school and are asked to spend one morning per month in the classroom assisting the teachers. Parents are also asked to participate on two school committees. The time commitment of each committee varies to accommodate different family’s schedules and availability.

The “co-op day” is a special day for children and parents alike. Children have special privileges and responsibilities on their co-op day, such as helping serve snack, checking the weather, being the line leader, and introducing their parent to friends, routines, and favorite toys. On co-op days parents are able to maintain the attachment to their children while participating actively in their child’s transition to independence. As engaged volunteers in our classroom community, parents are also able to model the behavior we would like our students to emulate. We believe that teaching our kids to be compassionate, caring, and responsible community members and global citizens is one of the most important things we do as parents and educators.

PCCP is focused on learning through play and exploration, with an emphasis on social development and collaborative experience. Children learn math as they figure out how many students are present during circle time and how many places to set at the table for snack. Each morning, children have the option to make mail for their themselves or their friends, which is delivered later in the day. Receiving mail is a powerful incentive for children to master literacy skills as the year progresses. Daily sledding gives children an opportunity to observe the weather, put on their winter clothing independently, and work as a team to carry sleds back up the hill. The moments of

learning and growing are infinite as preschoolers build towers, play dress up, share outdoor discovery and even tidy up the toys together.

PCCP believes that children should experience the natural environment. Developing an understanding and appreciation of the natural world is a daily focus. We have transitioned our play space to include both a vegetable and pollinator garden, and refurbished the “dirt and plastic” environment of the playground to a rich natural playscape (rocks, sand, mulch, and logs) which encourages creative play and exploration. Natural playscapes have been shown to foster child development in many areas, including literacy, early science learning, and environmental awareness. While PCCP retains exclusive use of the play area while school is in session, we welcome visits from community members who would like to have their children experience the space.

PCCP operates a mixed- age classroom program, with a total capacity of 32 students and a maximum of 16 children each day. Our three-year olds meet twice a week (Monday/Wednesday or Tuesday/Thursday). Our four-year-olds also attend class on Friday when they concentrate on pre-kindergarten skills, Spanish, and special projects. Parents wanting additional days are welcome to enroll their children for both the M/W and T/TH program or share a spot to add one additional day, as space permits. Preschool hours are 9:00 am- 12:45 pm each day.

PCCP has made a deliberate decision to remain a one-classroom school. Our small size is as much a part of our school’s identity as our location in the Park City Library. The small size of our classroom fosters an environment of community which is fundamental to the Coop’s operation and culture. We have been a partner with the City since 1993 as an anchor tenant focused on community values which align with Park City’s critical priorities. We have a history of treating the facility with respect and paying bills prudently, and being a cooperative stakeholder during several renovations in the building. We take pride as a school community that we are part of the Library, a community education center. It is also a source of pride that a portion of our tuition constitutes a rent payment that generates revenue for the City.

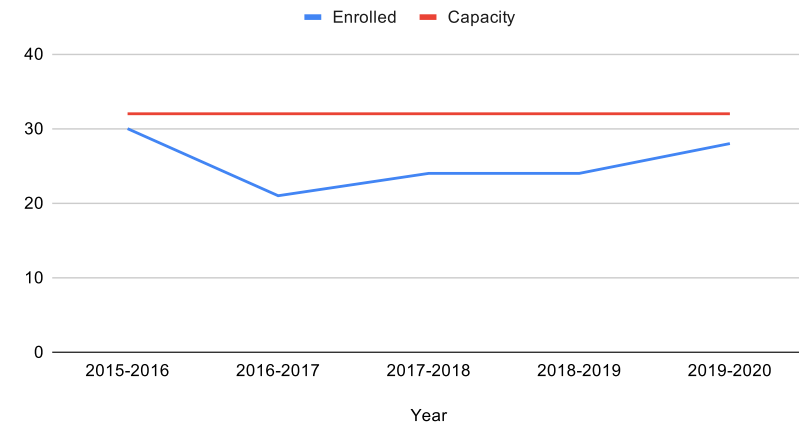
By its very nature, the Co-op is a microcosm of the Park City community. The culture of engagement and participation that defines Park City is part of the fabric of our school. Many of our field trips involve interaction with other nonprofits, and our in-school service project, the Me to We jar, is a loose change initiative that benefits a

variety of local and global charities. Our students have sponsored food and clothing collections for the Christian Center, book and school supply drives for the People's Health Clinic and Holy Cross Ministries, participated annually in Operation Hope, donated over \$1000 to preserve Bonanza Flat, and helped African school children who needed clean water, Japanese earthquake victims, and Australian animals who have lost habitat in recent fires. Parents who "get their feet wet" volunteering at the Coop go on to become the movers and shakers in this community— becoming super volunteers in our public schools, running local non-profits, taking on public service roles, and raising kids who give a voice to the less fortunate. We could not be more proud!

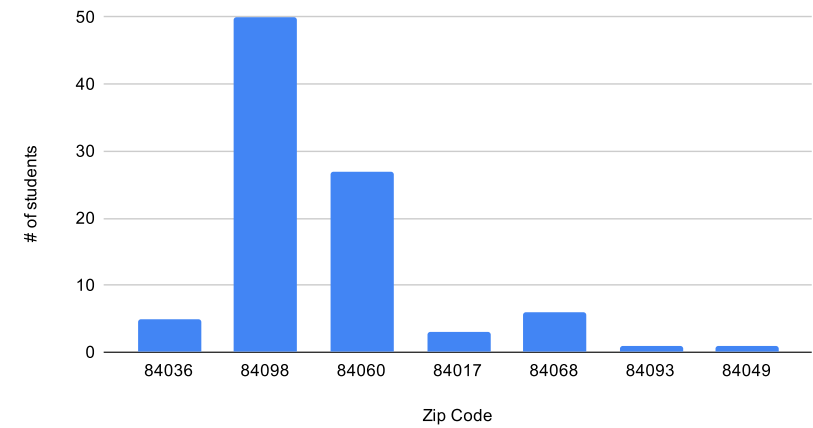
From a practical standpoint, our location in Old Town creates a walk to school environment for young families in the neighborhood. As the City expands its attainable and affordable housing in town, we hope to draw more families from this area. Families in the Basin create carpools— and often spend the hours when they aren't working in the classroom patronizing the City's businesses, visiting the Library, using trails, skiing, hiking, biking, or working at other local businesses. In many cases, parents spend those hours volunteering in siblings' classrooms or other local non-profits. The location of our school also allows us to make use of the Park City transit system to get to and from most of our monthly field trips, instilling an acceptance of public transit in our youngest citizens. The Co-op has also offered a community scholarship 3 times in the last 10 years. The student's tuition has been completely funded by grants and our alumni network. Parents have been expected to participate fully in return. Our experience has been extremely positive. Two of our scholarship students have been English language learners who have gained fluency in our program, and the parents have also gained positive experience in a school setting. Should the City's housing goals create a viable applicant pool, we would be very happy to offer a community scholarship again in the future.

It is our hope that PCCP is able to remain in the Library building for the foreseeable future, and that our contribution to the community is one that is in line with the City's view of a community Library and Education Center.

Enrolled vs Capacity



of students by Zip Code



*As of 3/6/2020 we have 10 students enrolled for the 2020-2021 school year



City Council Staff Report

Subject: Park City Film One Year Property Lease Extension Request
Author: Jenny Diersen
Department: Economic Development
Date: June 11, 2020
Type of Item: Consent – Lease of City Property Extension

Summary Recommendations:

Hold a public hearing, and approve a one year extension to the Property Lease for the Park City Film (PCF) Series, in a form approved by the City Attorney (Ex A). Due to the impacts of Covid 19, staff recommends extending the current Property Lease for one additional year prior to considering any material long term lease changes.

Background:

The [current lease for the Park City Film Series](#) was executed in 2014 and expires on June 30, 2020. PCF provided an overview of their 2018 season (Ex B).

Analysis:

In January, staff began meeting with PCF regarding proposed amendments to the expiring lease, including the number of film screenings, possibility for new seats, and updated insurance requirements. However, with the impacts of Covid 19, staff recommends extending current terms of property lease for at least one additional year prior to considering any significant changes. If Council approves, all terms and conditions of the original Agreement shall continue to apply, only the date of expiration of the lease shall be changed to end June of 2021.

The recommendation to extend current lease terms includes a 3% rent increase year over year, as a general reflection of the CPI, and remains supported by staff and the PCF Board. Based on an evaluation of nearby commercial properties, including the resort base, East West Village and Holiday Village, the current rent at \$22.6/sf remains at or above the market considering:

- 3rd floor of a public building
- Nonexclusive use of the facilities (approx. 11,890 sf.)
- Shared parking

PCF fosters community engagement and dialogue, and the community screening programs align with community priorities, and the understanding that PCF will continue serve as a small arthouse theatre featuring foreign and indie films.

In addition to PCF programs through the Lease, Park City Library staff is appreciative of PCF's partnership with Library, and stated without PCF they would not be able to provide some of the Library programs to the community. Furthermore, Library supports the PCF and finds them to be good tenants and supports them in their mission.

Funding:

Fees collected for rental go to the General Fund. Discussions regarding further rent abatement due to Covid 19 impacts would be completed at the discretion of City Council outside of the terms of the lease. Rent Abatement Update is included in Council's packet this evening.

Exhibits:

Exhibit A: Addendum for One Year Extension of PCF Property Lease

Exhibit B: PCF Overview

FIRST ADDENDUM TO 2014 PROPERTY LEASE

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, (“City”), and PARK CITY FILM, a Utah non-profit corporation, (“Tenant”), to amend the Park City Municipal Corporation 2014 Property Lease signed and executed by the parties on August 7, 2014.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation 2014 Property Lease on August 7, 2014, (hereinafter “Property Lease”);

WHEREAS, the term of the Property Lease is due to end June 30, 2020; and

WHEREAS, due to the unforeseen impacts of Covid-19, the parties desire to extend the Property Lease for one year (1) under the current terms.

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

1. AMENDMENTS:

EXTENSION OF TERM. The term of the Property Lease shall be extended to a termination date of June 30, 2021.

2. OTHER TERMS.

All other terms and conditions of the Property Lease shall continue to apply.

3. ENTIRE AGREEMENT. This First Addendum is a written instrument pursuant to Section 38 of the Property Lease between the parties and cannot be altered or amended except by written instrument, signed by all parties.

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

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

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

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

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

TENANT:

Name: Park City Film, a Utah non-profit corporation

Address: 1255 Park Ave./PO Box 683058

City/State/Zip: Park City, Utah 84068

Tax ID#:

PC Business License #:_____

Printed Name

Signature

Title

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

STATE OF UTAH)
) ss.
 COUNTY OF SUMMIT)

On this day of , 2020, _____
 personally appeared before me, whose identity is personally known to me or/proven to
 me on the basis of satisfactory evidence, and who by me duly worn/affirmed, did say that
 he/she is (position), of _____
 (organization), and that said document was signed by her on behalf of said corporation by
 authority of its Bylaws, or Resolution of its Board of Directors, and he/she acknowledged
 to me that she executed the First Addendum to the Park City Municipal Corporation 2014
 Property Lease.

 Notary Public

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

Printed name _____

Signature: _____



PARK CITY FILM

2018-2019 ANNUAL REPORT*

207 film screenings

80 free screenings

21 screenings with Q&As or panels

20,056 audience members

"Great movies, amazing bottomless popcorn bowls and real butter, and a quick giveaway of local treats before every film. A local treasure." - Brian, Google review



Guide Dogs for the Blind - Summit Puppy Raisers at "Pick of the Litter."



Physics club demonstration before "Science Fair"



Members at our annual Oscar Party fundraiser

TYPES OF FILMS WE SCREENED

Foreign Language	25	STEM Education Film Series	5
Free	80	Foreign Cinema for Kids	14
Documentary	61	Made in Utah	25
Reel Community Series	19	Oscar Nominees	28

OUR MISSION

Our vision is to use film as a medium to entertain, inspire and educate our patrons, helping Summit County remain a well informed and engaged mountain community.

Our mission is to create community through film.

93%

of survey respondents say Park City Film enhances the cultural life of the community

83%

of survey respondents say Park City Film helps support a sense of community

81%

of survey respondents agree that our films make them more tolerant of other points of view

"We have so many fond memories of [the] Film Series. We want this group to be available so the big chain theatres aren't the only option...we love this group for how small town it feels." -Patron Survey



Filmmakers gather for a photo before the start of the 2017 Filmmakers Showcase, featuring the work of local filmmakers ranging from junior high students to Sundance Film Festival alumni.

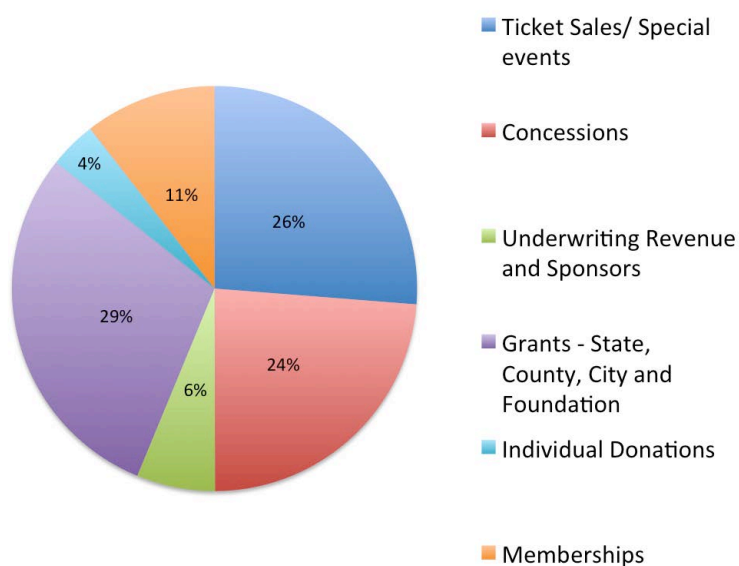
COMMUNITY IMPACT

24 YEARS as Summit County's only non-profit art house cinema

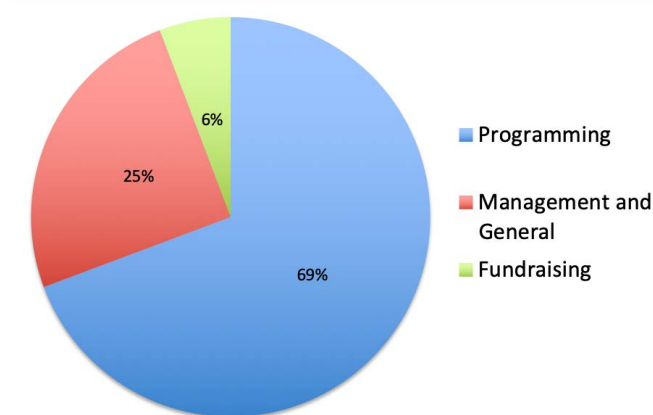
Total Community Economic Impact	\$942,728
Jobs Supported	24
Local Government (Taxes Generated)	\$34,517
State Government (Taxes Generated)	\$53,116

Source: 2018 Americans for the Arts: Arts & Economic Prosperity 5 Calculator

REVENUE



EXPENSES



STRATEGIC GOALS

- * Collaborate and partner with other organizations to provide excellent, diverse programs and connect with a wide audience
- * Provide high quality, relevant programming - using film to foster community engagement and dialogue
- * Ensure sustainable resources through diverse funding streams
- * Increase and diversify our audience
- * Govern with excellence

OUR COLLABORATORS

ARTS ORGANIZATIONS

FiRe Films
KPCW
Park City Museum
The Leonardo
Utah Film Commission
Sundance Institute
Spike 150

ENVIRONMENTAL AND OUTDOORS

Basic Recreation
Global Change & Sustainability Center -
University of Utah
National Ability Center
Park City Municipal Sustainability
Summit County Sustainability
Swaner Preserve & EcoCenter

HEALTH ORGANIZATIONS

CONNECT Summit County
People's Health Clinic
Planned Parenthood of Utah

EDUCATION AND ADVOCACY

ACLU of Utah
Asian Association of Utah's Trafficking and
Human Person's Program
International Rescue Committee
Office of Diversity, Equity & Inclusion -
Westminster College
Treasure Mountain Junior High School
Park City High School
Park City School District
S.J. Quinney School of Law
Trauma Informed Care Network
Utah Coalition Against Sexual Assault

DONATIONS TO:

Basin Recreation Youth Scholarship Fund
Big Brothers Big Sisters
EATS Park City
Habitat for Humanity
McPolin Elementary School
Kimball Art Center
National Ability Center
Park City Cooperative Pre-school
Park City Hospital
Park City Library
Park City Sailing

COMMUNITY GROUPS

Bright Futures
Four Valley Girl Scouts
Guide Dogs for the Blind - Summit
Puppy Raisers
Latinos in Action
Park City Community Foundation
Park City Library
Peace House
Women's Giving Fund
Summit County
Summit County Library
Solomon Fund
Teen Council

2018-2019 Season by the Numbers....

2,020 Volunteer Hours

298 Members

80 Free Film Screenings

(Reel Community/Made in Utah Series: 4,070 patrons | Children's Film Series: 2,881 patrons)



"RBG" Panel: Prof. Ericka George, Marina Lowe, ACLU-Utah, Leslie Thatcher, KPCW and Justice Paige Peterson



"The Serengeti Rules" - Q&A via Skype with director Nicolas Brown



"Mind/Game: The Unquiet Journey of Chamique Holdsclaw" - Q&A with Ben Belnap, PCSD, and Chamique Holdsclaw

OUR PROGRAMS

PARK CITY FILM SERIES

This is the largest of our programs, running Friday-Sunday evenings, when we present a curated selection of foreign, documentary and independent films - giving our audience members the opportunity to engage with and be inspired by films and post-film speakers that are not available elsewhere in our community.

FILMS FOR KIDS

- * **Foreign Cinema for Kids** - Subtitled French and Spanish language films for children that promote cross-cultural awareness and appreciation, as well as foreign language acquisition.
- * **School Break Film Series** - Family-friendly films shown during the school breaks, including summer.
- * **Books 2 Movies** - Films based on books for children and young adults with the goal of engaging children in literature through film.
- * **STEM Education Film Series** - Engaging young people in Science, Technology, Engineering and Math (STEM) subjects, particularly girls and minorities, via films and post-film speakers and inspiring them to advance their studies in STEM fields or pursue STEM related careers.

REEL COMMUNITY SERIES

Documentary films presented in partnership with other non-profit organizations. Films in this series are selected to ignite conversations around issues that our community members and partner non-profits are passionate about and are followed by a panel discussion or Q&A with content experts and community leaders.

NEW IN 2018-9

MADE IN UTAH FILM SERIES

A series to celebrate and cultivate the filmmaking community in Utah. Includes the Annual Filmmakers Showcase and feature films made in Utah and/or by Utahns.

ART ON SCREEN

A new series which presents the visual and performing arts in a film format. Ranging from award-winning plays from London's West End in the National Theatre Live series to documentaries about renowned artists such as Katsushika Hokusai and Andy Goldsworthy and innovative performances such as Matthew Bourne's Swan Lake, captured live at Sadler's Wells in London.



FILM SERIES AT THE
SANTY



BOOKS 2 MOVIES



FOREIGN CINEMA FOR
KIDS



REEL COMMUNITY
SERIES



MADE IN UTAH



ART ON SCREEN



FOREIGN CINEMA



SCHOOL BREAK FILMS

SEASON HIGHLIGHTS



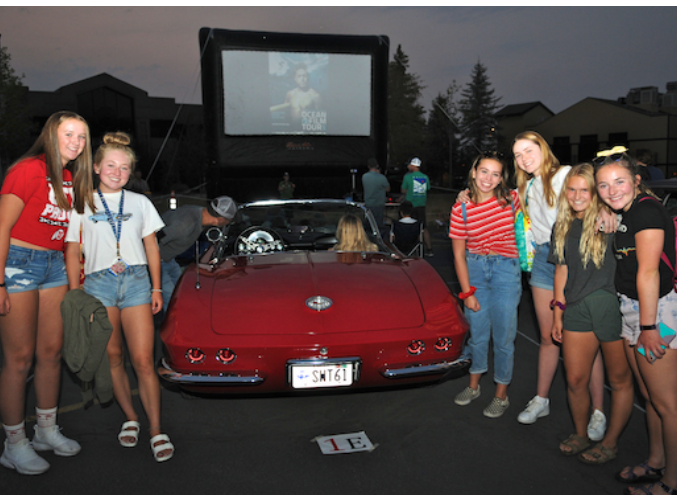
"Apollo 11" with Astronaut Charlie Precourt



"Mune, Le Gardien De La Lune" with JRES DLI 2nd Graders



"Andre: The Voice of Wine" fundraiser for NAC



"Ocean Film Tour" - Drive-in Movie in Prospector Square



Spike 150 Exhibit - "The Chinese Helped Build the Railroad, the Railroad Helped Build America."



"Coco" in Spanish at Aspen Villas

ACCESSIBILITY INITIATIVES

Assisted listening devices for the hearing impaired

Audio description for vision loss

Closed captioning for deaf patrons

Discounted tickets for students and seniors

Free film screenings for kids and families

Reel Community Series - free documentary film screenings

SNAP card holder discounts for weekend films

Spanish language films for the Latinx Community (free)

We believe art should be accessible to everyone!

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Griffin Lloyd

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute Amendment No. 1 to the Construction Agreement, in a Form Approved by the City Attorney, with Harrison Western Construction Corporation Inc., to Fund the Spiro Mine Tunnel Protection and Reconstruction Project, Not to Exceed \$4,500,000

Suggested Action:

Attachments:

[Spiro Mine Tunnel Reconstruction Contract Staff Report](#)

[Exhibit A: Spiro Tunnel and Portal Budget Item List](#)

City Council Staff Report

Subject: Spiro Mine Tunnel Reconstruction
Construction Agreement Amendment No 1
Construction Services GMP, Harrison Western

Author: Griffin Lloyd, Public Utilities Engineer

Department: Public Utilities

Date: June 11, 2020

Type of Item: Administrative

Recommendation

Authorize the City Manager to execute Amendment No. 1 to the Construction agreement, in a form approved by the City Attorney, with Harrison Western Construction Corporation Inc., to fund the Spiro Mine Tunnel Protection and Reconstruction Project, not to exceed \$4,500,000.

An extensive existing conditions assessment was conducted of the Spiro Mine Tunnel to assess its structural integrity and potential lifespan. The assessment found considerable flaws within the first 400 feet of the tunnel. If not properly mitigated, this could have implications for the City's ability to deliver safe drinking water, particularly if there was a failure in the most vulnerable sector of the tunnel - the entrance. Spiro tunnel provides Park City with 30% of its total water source. Harrison Western will be responsible for the reconstruction work of this portion of the tunnel.

Background

- Condition assessment previously conducted by Golder for the Spiro Mine Tunnel reflected areas of the tunnel that needed structural reconstruction. ([Staff Report - August 3, 2017](#))
- Staff evaluated areas outlined in the report, and prioritized the first four hundred feet of the Spiro tunnel, as well as ventilation to be critical in the mine continuing to deliver water to the Park City area, as well as downstream water right holders. Proposals for design and early contractor involvement were requested from qualified engineers and contractors.
- Lithos Engineering was contracted to provide reconstruction tunnel design for the first four hundred feet of the Spiro Tunnel ([Staff Report - May 16, 2019](#))
- Staff received proposals from 5 firms for Early Contractor Involvement, upon which Harrison Western was selected by a committee of four Park City personnel based on criteria outlined in the proposal documents. ([Staff Report - May 16, 2019](#))
- Following the 90% completion of construction drawings and specifications, Harrison Western has submitted a guaranteed maximum price (GMP) proposal to provide construction services (construction manager/general contractor) on the project; staff has reviewed the proposal and recommends approval of the construction agreement to Council. Construction Schedule: April 2020 – November 2020

Funding

The funding for this contract is from water service fees and is included in the approved FY2019-2020 Public Utilities capital improvements projects budget.

Attachments

- Attachment A: Harrison Western GMP (Guaranteed Maximum Price)



Spiro Tunnel and Portal Budget Item List - VE of 90% Design

3/20/2020

Item #	Description	Bid Qty.	UM	Price	VE Revised Unit Bid	VE Revised Bid
1.1	Mobilization/Demob	1	LS	\$	33,554.23	\$ 33,554.23
1.2	Demobilization	1	LS	\$	15,193.70	\$ 15,193.70
1.3	Tunnel Crown Investigation And Re-Stationing	1	LS	\$	14,024.07	\$ 14,024.07
1.4	Portal Staging And Utility Preparation	1	LS	\$	60,921.62	\$ 60,921.62
1.5	Engineering Field Office	7	MO	\$	2,863.73	\$ 20,046.11
1.6	Staging Area Restoration	1	LS	\$	3,177.45	\$ 3,177.45
1.7	Permits, Public Outreach, And Pre-Construction Requirements, Seismographs	1	LS	\$	47,409.95	\$ 47,409.95
1.8	Water Bypass - Initial Setup	1	LS	\$	84,000.00	\$ 84,000.00
2.1	Slope Excavation	1	LS	\$	85,818.15	\$ 85,818.15
2.2	Temporary Soil Nail Wall	1	LS	\$	150,968.00	\$ 150,968.00
2.3	Redi-Rock + Canopy Installation	1	LS	\$	98,996.72	\$ 98,996.72
2.4	Final Slope Backfill/Contouring	1	LS	\$	97,658.98	\$ 97,658.98
2.5	Final Downstream Utility Connections	1	LS	\$	80,222.00	\$ 80,222.00
3.1A	Water Bypass	37	DY	\$	895.00	\$ 33,115.00
3.1B	Invert Excavation/Preparation - Blasting	407	LF	\$	641.34	\$ 261,025.38
3.1C	Dual HDPE Pipe Installation	407	LF	\$	337.00	\$ 137,159.00
3.1D	Invert Backfill	200	CY	\$	194.88	\$ 38,976.00
3.1E	Permanent Rail And Cribbing	407	LF	\$	206.00	\$ 83,842.00
3.2B	Existing Support Removal	328	LF	\$	458.58	\$ 150,414.24
3.2C	Void-fill Shotcrete	1465	CY	\$	548.92	\$ 804,167.80
3.2D	Final Shotcrete	110	CY	\$	579.09	\$ 63,699.90
3.2E	Rock Bolt Installation	372	EACH	\$	721.04	\$ 268,226.88
3.2G	Steel Set Installation (Full Square)	17	EACH	\$	20,069.38	\$ 481,665.12
3.3B	Junction Room Support Installation	1	LS	\$	35,039.95	\$ 35,039.95
3.3D	Junction Room Bulkhead Installation/Upstream Utility Connection	1	LS	\$	64,098.00	\$ 64,098.00
4.0A	Electrical Allowance	1	LS	\$	50,000.00	\$ 50,000.00
4.0B	Architectural Finish Subcontractor	1	LS	\$	100,000.00	\$ 100,000.00
4.0C	Revegetation	1	LS	\$	30,000.00	\$ 30,000.00
				Sub-Total	\$ 3,393,420.25	
				Fee (19.44%)	\$ 659,680.90	
				Total	\$ 4,053,101.15	
Contingencies						
3.3E	Rockbolt Contingency	270	EACH		\$721.04	\$194,680.80
3.2A	Culvert/Tunnel Transition Reinforcement (Spiling) [Contingency]	1	LS		\$21,840.29	\$21,840.29
3.2.G.1	Steel Set Contingency	7	EACH		\$20,069.38	\$140,485.66
				Contingency Sub-Total	\$357,006.75	
				Fee (19.44%)	\$69,402.11	
				Contingency Total	\$426,408.86	

Owners Contingency: \$20,489.99
Total: \$4,500,00.00

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Griffin Lloyd

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney, with Lithos Engineering Inc., for the Spiro Mine Tunnel Reconstruction Project in an Amount Not to Exceed \$265,000.00

Suggested Action:

Attachments:

[Spiro Mine Tunnel Engineering Services Staff Report](#)

[Exhibit A: Scope of Work](#)

City Council Staff Report

Subject: Spiro Mine Tunnel Reconstruction
Lithos Engineering- Engineering Services
First Addendum to Professional Services Agreement
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities
Date: June 11, 2020
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute the First Addendum to the Professional Services Agreement, in a form approved by the City Attorney, with Lithos Engineering Inc., for the Spiro Mine Tunnel Reconstruction Project, not to exceed \$265,000.

Condition assessments of the Spiro Mine Tunnel returned areas of concerns within the tunnel that need to be addressed to insure continued water delivery and mine tunnel integrity. Staff determined that the first four hundred feet of the tunnel, based upon the assessment, should be reconstructed to reduce the increasing risk of collapse of that portion of the tunnel. Collapse could result in loss of water flow through the tunnel, potential flooding near or around the mine tunnel, and pose safety concerns of those who enter the tunnel for maintenance. Lithos Engineering will provide engineering support, inspection, and construction management during the project.

Background

- Condition assessment previously conducted by Golder for the Spiro Mine Tunnel reflected areas of the tunnel that needed structural reconstruction. ([Staff Report - August 3, 2017](#))
- Staff evaluated areas outlined in the report, and prioritized the first four hundred feet of the Spiro tunnel, as well as ventilation to be critical in the mine continuing to deliver water to the Park City area, as well as downstream water right holders. Proposals for design and early contractor involvement were requested from qualified engineers and contractors.
- Staff received proposals from 5 firms for design and program management, upon which Lithos Engineering was selected by a committee of four Park City personnel based on criteria, outlined in the proposal documents. Lithos Engineering was contracted to provide reconstruction tunnel design for the first four hundred feet of the Spiro Tunnel ([Staff Report - May 16, 2019](#))
- As Engineer of Record and to support Lithos Engineering's design related to the Spiro Tunnel Reconstruction Project work by Harrison Western, City staff and Lithos Engineering have developed and negotiated a scope and fee for construction engineering services.

Funding

The funding for this contract is from water service fees and is included in the approved FY2019-2020 Public Utilities capital improvements projects budget.

Attachments

Attachment A: Lithos Engineering Scope and Fee Schedule

Attachment A.

Project Name: Spiro Portal - Construction Phase
 Project Number: 17044
 Date: 2/27/20

LABOR												
No.	Phase	Principal	Senior Consultant	Project Manager	Senior Design Professional	Senior Field Engineer	Junior Field Engineer					Hours per Task
		Rate/Hr	\$ 200	\$ 180	\$ 160	\$ 135	\$ 110	\$ 85		\$ -	\$ -	\$ -
1	Field Engineering and Oversight	48		90		576	576					1290
2	Progress Meetings	31		62		4	4					101
3	Supplementary Design	20	8	40	40		40					148
4	Project Management	31		124								155
5	Close Out Report and As-builts	8		24			40					72
	Fee Schedule (19T)											
	Labor Fees per Position	\$ 27,600	\$ 1,440	\$ 54,400	\$ 5,400	\$ 63,800	\$ 56,100		\$ -	\$ -	\$ -	1766

SUBCONSULTANTS and DIRECT COSTS												
No.	Phase					Fees per Task	SLC/Park City Mileage (\$0.70/mi)	Travel Cost Estimate (\$600/shift block)	Per Diem (\$76/Day)	Lodging (\$120/night)	Field Supplies (Misc. Safety)	Fees per Task
1	Field Engineering and Oversight					\$ -	900	\$15,300.00	\$ 7,752	\$ 12,240	\$ 1,000	\$ 36,922
2	Progress Meetings					\$ -						\$ -
3	Supplementary Design					\$ -						\$ -
4	Project Management					\$ -						\$ -
5	Close Out Report and As-builts					\$ -						\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 630	\$ 15,300	\$ 7,752	\$ 12,240	\$ 1,000	\$ 36,922
	Markup 12%	\$ -	\$ -	\$ -	\$ -	\$ -				\$ 1,469	\$ 120	\$ 1,589
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 630	\$ 15,300	\$ 7,752	\$ 13,709	\$ 1,120	\$ 38,511
						Total Subconsultants \$ -						Total Direct Costs \$ 38,511

SUMMARY				
No.	Phase	Labor	Subconsultants	Direct Costs
1	Field Engineering and Oversight	\$ 136,320		\$ 36,922
2	Progress Meetings	\$ 16,900		
3	Supplementary Design	\$ 20,640		
4	Project Management	\$ 26,040		
5	Close Out Report and As-builts	\$ 8,840		
	Markup 12%		\$ -	\$ 1,589
	Total	\$ 208,740	\$ -	\$ 38,511
				\$ 247,251

*owners contingency \$17,749.00

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Matt Dias

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Request to Adopt Resolution 13-2020, a Resolution Approving Amendments to the Central Wasatch Commission Interlocal Agreement and Admitting the Town of Brighton as a Member of the Central Wasatch Commission

Suggested Action:

Attachments:

[2020 CWC Interlocal Agreement Staff Report](#)

[Exhibit A: CWC Member Interlocal Agreement Resolution](#)

[Exhibit B: CWC Interlocal Agreement Article V](#)

[Exhibit C: CWC Interlocal Agreement Article V - Redlined](#)

City Council Staff Report

Subject: 2020 Central Wasatch Commission Interlocal Agreement
Author: Matthew Dias
Department: Executive
Date: June 11, 2020
Type of Item: Administrative

Summary Recommendation

Consideration and adoption of Resolution No. 13-2020, entitled "Resolution Approving Amendments to the Central Wasatch Commission Interlocal Agreement and Admitting Town Of Brighton as a Member of the Central Wasatch Commission. This resolution would approve an amendment to the existing Central Wasatch Commission Interlocal Agreement for the purpose of adding Town of Brighton as a Central Wasatch Commission Member.

Background

On May 21, 2002, City Council committed \$25,000 to continue its membership in the Central Wasatch Commission for another year. Concurrently, Brighton has become a new member and requires an updated interlocal agreement to make their inclusion official.

Analysis

Under the terms of the current ILA governing the Central Wasatch Commission, Park City, along with all Central Wasatch Commission members, must adopt a resolution to admit the Town of Brighton as a member of the Central Wasatch CommissionWC.

Exhibits

Attached is the draft resolution supplied by the Central Wasatch Commission, in addition to two previous iterations of earlier Interlocal Agreements:

Exhibit A – Resolution No. 13-2020, Governing Body Approving ILA Amendment and Admitting Brighton as CWC Member

Exhibit B – CWC-CWC ILA Article V (CLEAN 30 March 2020)

Exhibit C – CWC-CWC ILA Article V (REDLINE 30 March 2020)

PARK CITY MUNICIPAL CORPORATION

RESOLUTION No. 13-2020

A RESOLUTION APPROVING AMENDMENTS TO THE CENTRAL WASATCH COMMISSION
INTERLOCAL AGREEMENT AND ADMITTING THE TOWN OF BRIGHTON AS A MEMBER
OF THE CENTRAL WASATCH COMMISSION

WHEREAS, the Central Wasatch Commission (the “CWC”) is an interlocal entity that was formed effective 29 June 2017 pursuant to the “Central Wasatch Commission Interlocal Agreement” (the “ILA”) among Salt Lake County, Salt Lake City, Sandy City and city of Cottonwood Heights; and

WHEREAS, Article X.A. of the ILA provides that the ILA may be amended from time to time upon the majority vote of all members of the CWC’s governing body (the “CWC Board”) and approval by the legislative body of each of the CWC’s then-members (the “Members”); and

WHEREAS, Article V.A. of the ILA allows additional Members to join the CWC pursuant to the process provided in Article V.B.(3) of the ILA, which requires, among other things, (a) approval by majority vote of all of the commissioners then serving on the CWC Board, and (b) approval by the legislative body of each of the then-current Members; and

WHEREAS, following the CWC’s formation, Town of Alta, City of Millcreek, and Park City joined the CWC as additional members pursuant to Article V.B.(3) of the ILA, so that as of the effective date of this resolution the CWC’s Members are Town of Alta, city of Cottonwood Heights, City of Millcreek, Park City, Salt Lake City, Salt Lake County, and Sandy City; and

WHEREAS, on 9 March 2020, pursuant to an application for CWC membership previously submitted by the newly-incorporated Town of Brighton (“Brighton”), the CWC Board enacted its Resolution 2020-12 offering CWC membership to Brighton; and

WHEREAS, further, following a discussion at its 9 March 2020 meeting, on 6 April 2020 the CWC Board enacted its Resolution 2020-14 amending Article V of the ILA (“Article V”) to, among other things, (a) establish minimum criteria for membership in the CWC; (b) establish a detailed process for admission of additional Members to the CWC; (c) allow for the inclusion of up to four non-voting, *ex officio*, members on the CWC Board from time to time to provide input deemed pertinent by the CWC Board to the CWC’s goals and objective; (d) eliminate the class of CWC Board members known under the current ILA as “Appointed Commissioners” (representing entities which are not Members of the CWC); and (e) establish Summit County (which is the only entity currently represented by an “Appointed Commissioner”) as a Member of the CWC, from and after full approval of such amendments to Article V (the “Amendments”); and

WHEREAS, the CWC’s attorney also has approved the form and legal compliance of the Amendments if and as required by UTAH CODE ANN. §11-13-202.5(3); and

WHEREAS, consequently, pursuant to its Resolution 2020-12 and Resolution 2020-14, the CWC Board has approved, and requested that the governing body of each of its current

Members approve, (a) Brighton’s admission as a CWC Member, conditioned on Brighton’s approval and execution and delivery of a counterpart of the ILA, as amended by the Amendments, and (b) the Amendments to Article V of the ILA; and

WHEREAS, PARK CITY MUNICIPAL CORPORATION (the “City”) AS APPLICABLE] is a Member of the CWC; and

WHEREAS, the City Council (the “Council”) met in regular session on June 11, 2020 to consider, among other things, approving (a) the admission of Brighton as a CWC Member as provided above, and (b) the Amendments to Article V of the ILA; and

WHEREAS, the Council has reviewed (a) a “clean” draft of Article V incorporating the Amendments, and (b) a “compared” draft of Article V showing the Amendments (with additions in underlined red type and deletions in ~~struck-through red type~~), copies of which drafts are annexed hereto as Exhibit “A” and Exhibit “B,” respectively; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to so approve (a) Brighton’s admission as an additional Member of the CWC, and (b) the Amendments to Article V of the ILA, as proposed by the Board;

NOW, THEREFORE, BE IT RESOLVED by the PARK CITY MUNICIPAL CORPORATION’S City Council hereby approves (a) Brighton’s admission as an additional Member of the CWC, conditioned on and effective as of Brighton’s approval and execution and delivery of a counterpart of the ILA as amended by the Amendments, and (b) amendment of the ILA with the Amendments.

This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED effective June 11, 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

EXHIBIT “A”

(Attached Supplied pdf of Clean Copy of Article V)

EXHIBIT “B”

(Attached Supplied pdf of Redlined Copy of Article V)

ARTICLE V
ORGANIZATION

A. Members. The Commission is comprised of the Members that are signatory to this Agreement which include, as of ____ 2020 (the effective date of the first amendment to this Agreement), Town of Alta, city of Cottonwood Heights, City of Millcreek, Park City, Salt Lake City, Salt Lake County, Sandy City, and Summit County. Additional Members (“Additional Members”) may be added to the Commission pursuant to the following minimum criteria and process:

(1) Minimum Criteria. The minimum criteria for membership in the CWC are as follows:

(a) Each Additional Member shall be a governmental entity located in Salt Lake County or Summit County, Utah; and

(b) Each Additional Member shall have a common border with the boundary of the Commission specified in this Agreement or have legal jurisdiction within such boundary; and

(c) Except for Salt Lake County, which may have two Commissioners as specified below, no Member shall have more than one Commissioner representing it on the Board.

(2) Process. The process for adding Additional Members to the Commission is as follows:

(a) Upon receipt of a written application from the governing body of a proposed new Additional Member which complies with the minimum criteria specified in Article V.A.(1) (the “*Minimum Criteria*”), the Board may consider such application in public meetings occurring over such timeframe as the Board, in its sole discretion, may deem reasonable and appropriate under the circumstances.

(b) The Board’s consideration of the application of such proposed new Additional Member shall be based on the the Minimum Criteria and such additional criteria as the Board, in its sole discretion, may deem reasonable and appropriate under the circumstances.

(c) Following such consideration, the Board shall vote whether to offer Commission membership to the proposed new Additional Member. If a majority of the Board does not affirmatively vote to offer Commission membership to the proposed new Additional Member, then the proposed new Additional Member’s application for membership shall be deemed denied and that proposed new Additional Member shall be barred from re-applying for membership for a period of one year after such denial.

(d) If a majority of the Board affirmatively votes to offer Commission membership to the proposed new Additional Member, then the proposed new Additional Member’s application for membership shall be deemed provisionally approved, subject to:

(i) Approval of the proposed new Additional Member by the legislative body of each of the Members; and

(ii) Approval of this Agreement, as previously amended and/or restated, by resolution of the governing body of the proposed new Additional Member; and

(iii) The proposed new Additional Member's execution and delivery to the Board of a counterpart of the then-current version of this Agreement.

B. Board.

(1) Member Commissioners.

(a) The Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of each Member shall appoint an elected public official from their respective entity to serve as a Commissioner.

(b) The Salt Lake County Council shall appoint an At-Large County Council Member to represent the interests of the greater Salt Lake County.

(c) Each Member Commissioner shall serve until his or her tenure as an elected public official of the sponsoring Member terminates, until his or her successor is duly appointed by the sponsoring Member, or until his or her sponsoring Member withdraws from the Commission, whichever occurs first. A vacancy on the Board shall be filled in the same manner as the appointment of the Member Commissioner whose vacancy is being filled.

(2) Ex Officio Commissioners. *Ex officio* Commissioners ("*Ex Officio Commissioners*") representing non-Member governmental entities with specialized expertise may be appointed by Board resolution to provide input pertinent to the CWC's goals or objectives. To that end, an Ex Officio Commissioner may participate in Board discussions but, as provided below, may not vote on any Commission matters.

(a) No more than four Ex Officio Commissioners may serve at any time.

(b) The term of service of an Ex Officio Commissioner shall be the lesser of one year or as specified in the appointing resolution; provided that an Ex Officio Commissioner may be freely re-appointed by Board resolution from time to time.

(c) An Ex Officio Commissioner may be removed at any time upon majority vote of all of the Member Commissioners then serving on the Board.

(3) Compensation and Expenses of Commissioners. Commissioners may not receive compensation or benefits for their service on the Board, but may receive per diem and reimbursement for travel expenses incurred as a Board member at the rates established by the State of Utah, Division of Finance.

(4) Open Meetings Act. Board meetings are subject to the Utah Open and Public Meetings Act, UTAH CODE ANN. 52-4-101 et seq. (the “Open Meetings Act”). An Ex Officio Commissioner’s presence in or absence from a meeting of the Board or any other CWC public body shall not contribute—for or against—to the existence of a quorum of the Board or such body under any applicable law.

C. Officers. Bi-annually, the Commissioners shall elect from among the Member Commissioners a Chair, a Co-Chair, a Secretary and a Treasurer.

D. Voting.

(1) A Member Commissioner may not delegate the right to vote on Commission matters to any designee; provided, however, that a Member Commissioner may send a non-voting designee to Commission meetings for the purpose of gathering information for and expressing the viewpoint of the designee’s Member Commissioner. The Board shall, however, adopt a written protocol for electronic meetings as authorized in the Open Meetings Act.

(2) All actions of the Commission require approval of at least a majority vote of all Member Commissioners then serving on the Board.

(3) Ex Officio Commissioners may not vote on any Commission matters.

ARTICLE V

ORGANIZATION

A. Members. The Commission is comprised of the Members that are signatory to this Agreement which include, as of 2020 (the effective date of the first amendment to this Agreement), Town of Alta, city of Cottonwood Heights, City of Millcreek, Park City, Salt Lake City, Salt Lake County, Sandy City, and Summit County. Additional Members ("Additional Members") may be added to the Commission pursuant to the following minimum criteria and process:

(1) Minimum Criteria. The minimum criteria for membership in the CWC are as follows:

(a) Each Additional Member shall be a governmental entity located in Salt Lake County or Summit County, Utah; and

(b) Each Additional Member shall have a common border with the boundary of the Commission specified in this Agreement or have legal jurisdiction within such boundary; and

(c) Except for Salt Lake County, which may have two Commissioners as specified below, no Member shall have more than one Commissioner representing it on the Board.

(2) Process. The process for adding Additional Members to the Commission is as follows:

(a) Upon receipt of a written application from the governing body of a proposed new Additional Member which complies with the minimum criteria specified in Article V.A.(1) (the "Minimum Criteria"), the Board may consider such application in public meetings occurring over such timeframe as the Board, in its sole discretion, may deem reasonable and appropriate under the circumstances.

(b) The Board's consideration of the application of such proposed new Additional Member shall be based on the the Minimum Criteria and such additional criteria as the Board, in its sole discretion, may deem reasonable and appropriate under the circumstances.

(c) Following such consideration, the Board shall vote whether to offer Commission membership to the proposed new Additional Member. If a majority of the Board does not affirmatively vote to offer Commission membership to the proposed new Additional Member, then the proposed new Additional Member's application for membership shall be deemed denied and that proposed new Additional Member shall be barred from re-applying for membership for a period of one year after such denial.

(d) If a majority of the Board affirmatively votes to offer Commission membership to the proposed new Additional Member, then the proposed new Additional Member's application for membership shall be deemed provisionally approved, subject to:

(i) Approval of the proposed new Additional Member by the legislative body of each of the Members; and

(ii) Approval of this Agreement, as previously amended and/or restated, by resolution of the governing body of the proposed new Additional Member; and

(iii) The proposed new Additional Member's execution and delivery to the Board of a counterpart of the then-current version of this Agreement.

~~provided in Article V.B.(3). To become a Member, the governing body of each proposed additional Member must also approve this Agreement by resolution and the proposed Member then shall execute and deliver a counterpart of this Agreement.~~

B. Board.

(1) ~~Appointments of Member Commissioners.~~

(a) The Mayor or the governing body, as appropriate to the Member's form of government as created by the Laws of Utah 1977, Chapter 48, of each Member shall appoint an elected public official from their respective entity to serve as a Commissioner.

(b) The Salt Lake County Council shall appoint an At-Large County Council Member to represent the interests of the greater Salt Lake County.

(c) Each Member Commissioner shall serve until his or her tenure as an elected public official of the sponsoring Member terminates, until his or her successor is duly appointed by the sponsoring Member, or until his or her sponsoring Member withdraws from the Commission, whichever occurs first. A vacancy on the Board shall be filled in the same manner as the appointment of the Member Commissioner whose vacancy is being filled.

(2) ~~Ex Officio Appointed Commissioners.~~ ~~Ex officio Additional Commissioners ("Ex Officio Commissioners")~~ representing non-Member governmental entities with specialized expertise may ~~who do not represent a specific Member entity may also be appointed by to the Board~~ resolution to provide input pertinent to the CWC's goals or objectives. To that end, an Ex Officio Commissioner may participate in Board discussions but, as provided below, may not vote on any Commission matters.

(a) ~~pursuant to the process provided in Article V.B.(3) as follows.~~

~~No more than four Ex Officio Commissioners may serve at any time. The Members shall appoint a Commissioner to represent the interests of the portion of the Project Area located to the East of the Wasatch Range (ie., the so-called "Wasatch Back"). Park City and Summit County may jointly nominate an elected or appointed public official for appointment by the Board for this Appointed Commissioner.~~

~~The Members shall appoint a Commissioner to represent the interests of the Utah Department of Transportation.~~

(b) The term of service of an Ex Officio Commissioner shall be the lesser of one year or as specified in the appointing resolution; provided that an Ex Officio Commissioner may be freely re-appointed by Board resolution from time to time.

(c) An Ex Officio Commissioner may be removed at any time upon majority vote of all of the Member Commissioners then serving on the Board.

(3) *Procedure for Approving Additional Members and Appointed Commissioners.*

~~_____ (a) The appointment of any additional Member or Appointed Commissioner requires:~~

~~_____ (i) A majority vote of all Commissioners then serving on the Board; and~~

~~_____ (ii) Approval by the legislative body of each of the Members.~~

~~_____ (4) *Tenure.* Each Commissioner shall serve until his or her tenure as an elected or appointed public official (as applicable) terminates, until his or her successor is duly appointed by the sponsoring Member or the Board (as applicable), or until his or her sponsoring Member (if any) withdraws from the Commission, whichever occurs first. A vacancy on the Board shall be filled in the same manner as the appointment of the Commissioner whose vacancy is being filled.~~

~~_____ (5) *Compensation and Expenses of Commissioners.* Commissioners may not receive compensation or benefits for their service on the Board, but may receive per diem and reimbursement for travel expenses incurred as a Board member at the rates established by the State of Utah, Division of Finance.~~

(46) *Open Meetings Act.* Board meetings are subject to the Utah Open and Public Meetings Act, UTAH CODE ANN. 52-4-101 et seq. (the "Open Meetings Act"). An Ex Officio Commissioner's presence in or absence from a meeting of the Board or any other CWC public body shall not contribute—for or against—to the existence of a quorum of the Board or such body under any applicable law.

C. Officers. Bi-annually, the Commissioners shall elect from among the Member Commissioners ~~their membership~~ a Chair, a Co-Chair, a Secretary and a Treasurer.

D. Voting.

(1) A Member Commissioner may not delegate the right to vote on Commission matters to any designee; provided, however, that a Member Commissioner may send a non-

voting designee to Commission meetings for the purpose of gathering information for and expressing the viewpoint of the designee's Member Commissioner. The Board shall, however, adopt a written protocol for electronic meetings as authorized in the ~~Utah~~ Open ~~and Public~~ Meetings Act.

(2) All actions of the Commission require approval of at least a majority vote of all Member Commissioners then serving on the Board.

(3) Ex Officio Commissioners may not vote on any Commission matters.

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

Discuss Potential Changes to the Proposed 2020 Kimball Arts Festival Supplemental Plan
(A) Public Input

Suggested Action:

Attachments:

[Kimball Arts Festival 2020 Event Staff Report](#)

[Exhibit A: Kimball Arts Festival Background and Year Over Year Economic Impact and Attendance](#)

City Council Staff Report

Subject: Kimball Arts Festival Proposed Changes
Author: Jenny Diersen, Jonathan Weidenhamer
Department: Economic Development
Date: June 11, 2020
Type of Item: Work Session

Recommendation

Evaluate preliminary information, and provide direction on potential changes regarding KAC's proposed supplemental plan as they modify operations as necessary consistent with evolving health orders and guidelines to produce the 2020 Kimball Arts Festival (Festival) on Main Street and, potentially, other locations within Park City limits.

Background

With the impacts of COVID-19 and evolving aspects of reopening the economy through the [Summit County Health orders](#) and [Utah Leads Recovery Phases](#), there has been much uncertainty for business. The Special Events industry is not different, and it has been hit particularly hard and a significant amount of uncertainty remains.

The Festival is an iconic cultural event and critical fundraiser that improves the quality of life for many residents. It generates about 45% of the Kimball Art Center's (KAC) overall revenue, which is used to offer free and reduced community programs during the rest of the year. The event is a primary driver in the one of the top lodging weekends of the summer season, and provides significant benefit to the local economy (Ex A).

However, the KAC Board has an imminent decision on the future of the 2020 Festival, and has, with staff support, explored several options not limited to cancelling, relocating, or modifying the event. Staff is supportive of an amended Festival with greater social distancing and likely lower attendance as a result of COVID-19.

The background of the Festival (Ex. A) includes, most recently, the [December 5, 2019](#) and [February 27, 2020](#) meetings, in which Council considered significant operational changes for the 2020 Festival. At that time, Council provided direction to defer to KAC the decision on admission price and structure, supported KAC's request to expand the Festival's footprint, and agreed with staff's projection that eliminating admission would increase attendance, considerably. Not surprisingly, the changes planned for the 2020 Festival were projected to have impacts on event mitigation, service levels, and associated costs.

Analysis

KAC remains interested in hosting the 2020 Festival on Main Street, and staff believes it can be held responsibly and safely. KAC has been engaging with the Summit County Health Department on operational approaches to mitigate health concerns and respect social distancing requirements.

Due to the impacts of COVID-19, staff believes there will be 30-40% reduction in visitation/guests and resulting impacts and city services demands when compared to KAC's previous proposal. In the current Yellow Phase, on Main Street, KAC anticipates reducing the number of booths by 27%, establishing virtual event and online ticketing only with timed entry for those who want to attend in person. HPCA has provided preliminary support to continue to host the event on Main Street and would continue to be involved in discussions regarding operations as plans come together. If plans shift to another color of recovery, both City and KAC will work to adapt plans accordingly.

Staff has begun detailed alternatives and a preliminary analysis on operational plans and estimated costs. While still being refined, estimated costs are below the \$180,000 [contract](#) threshold. Included in the conversation has been expanded programming at a second site(s) within Park City that would allow programming while maintaining social distancing.

Staff requests City Council affirm its desire to continue staff effort to explore KAC's modified supplemental plans in a manner consistent with local and federal health guidelines to host the Festival on Main Street. Additionally, Council should affirm if they are open to additional venue site(s) within City limits.

Attachments

Exhibit A: Background & Year Over Year Economic and Attendance Data

Exhibit A: Park City Kimball Arts Festival Background, Year Over Year Analysis & Attendance Data

Past Council Meetings

<u>Date</u>	<u>Item</u>
November 3, 2016	Kimball Arts Festival Contract Approval / Minutes (pg.14)
June 29, 2017	Kimball Arts Festival Supplemental Plan Approval (pg 159 to183) / Minutes (pg. 12)
October 24, 2017	Kimball Arts Festival Debrief (pg. 31 to 49) / Minutes (pg 2 to 3)
July 19, 2018	2018 Park City Kimball Arts Festival Supplemental Plan Approval / Minutes (pg 13)
November 8, 2018	2018 Kimball Arts Festival Debrief (pg. 6 to 7) / minutes (pg 1 to 2)
May 2, 2019	Amendment to the Kimball Arts Festival (KAC) Supplemental Plan for use of Kimball Terrace as Venue (pg 268 to 303) / Minutes (page 12 to 13)
July 11, 2019	2019 Kimball Arts Festival (KAC) Supplemental Plan Approval (p. 174 to 243)/ minutes (p 9 to 11)
November 7, 2019	2019 Kimball Arts Festival Debrief (p. 477 to 488) / minutes (p. 13)
December 5, 2019	Kimball Art Center Request for Changes for Park City Kimball Arts Festival Work Session (p. 116 to 124) / minutes (p. 11 to 13)
February 27, 2020	Kimball Art Festival 2020 Changes Work Session (p.139 to 151) / minutes (p.3 to 6)
• Based on the November 7 debrief presented by KAC (p.477 to 488) in 2019, attendance highlights include: ▪ 42% Salt Lake County; 14% Utah County; 12% Davis County; 1% Wasatch County ▪ KAC also pledges to continue to report data as they did prior to 2018 including local, in-state and out of state attendance by zip code so we can continue to track YOY change. ▪ In 2019, Total economic impact to the state was more than \$26 million, up 13% from 2018, including \$263,661 for Park City. Average spending per attendee was \$985.	

See Chart below.

Item	2019	2018	2017	2016
Transit Ridership (System wide/entire Festival)	44,271	35,765	32,000	23,200
Growth of Ridership	35%	12%	35%	N/A
Parking Occupancy Average	95%	95%	95%	N/A
Parking Cost in China Bridge	\$5/hr max \$18	\$5/hr max \$18	\$20	\$20
Economic Impact	\$26,366,146	\$23,314,237	\$20,788,406	\$19,788,171
PC Econ Impact	\$263,661	\$233,142	\$207,884	\$197,881
Average Spend Per Person	\$985	\$963	\$939	N/A
Overall Attendance	53,550	49,921	53,408	48,482
Free Local Attendance	7,145	4,286	4,080	3,728
Summit County	67%	22%	24%	16%
Attendees from Out of State	43%	43%	43%	43%
Total City Service Costs	\$152,553	\$148,289	\$158,239	\$167,200

2019 Visitors	2019 Attendance	2019 Percentage of Attendance
Out of State	22,800	43%
In State (Utah)	30,200	57%
Summit County (within State of Utah)	7,145	24% (67% growth in Summit County Attendance from 2018)
Totals	53,000	100%

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Matt Dias

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Letter from Mayor, City Council, Chief Wade Carpenter and City Manager Matt Dias after the Events in Minneapolis, Minnesota and Ensuing Protests around the U.S.

(A) Public Input

Suggested Action:

A verbal update will be provided by Park City Police Chief, Wade Carpenter, and additional Police Command Staff

Attachments:

[June 4, 2020 Letter from the Mayor, City Council, Police Chief and City Manager](#)



June 4, 2020

Dear Park City,

Anger. Fear. Heartbreak. Hope. Solidarity...

These are some of the thoughts and emotions swirling through our hearts and minds after the events in Minneapolis and the ensuing protests around our nation.

The students of Park City High School delivered a timely lesson on Monday about how to actively listen, learn, and push for change despite their impatience and frustration. The peaceful demonstration against an inexcusable history of police brutality against people of color and the vulnerable was both inspiring and unsettling at the same time. We commend you, are inspired by your courage and grateful for your willingness to lead our community in creating the rally.

The truth is bias and systemic racism exists in our community. We all have a responsibility to look inward and educate ourselves, and hold ourselves accountable for our actions.

One of the benefits of being a small community is the ability to focus on neighborhood safety and community policing. Many of us have the benefit of knowing our police officers by name and often see them at the supermarket, in our schools and at the gym. Many of our officers know our children and even our pets, and most of us have the privilege of not feeling scared or threatened by these interactions. This is a luxury. We recognize this is not the case for everyone, and we are committed to ensuring every single member of our community feels protected by—and safe around—our police officers.

Park City Municipal unequivocally condemns the actions of the individuals and the systems that tolerated, even enabled, the unacceptable cruelty that lead to George Floyd's death. Our Police Chief, Wade Carpenter, openly denounces the actions of the Minneapolis police officers involved in George Floyd's murder and those in the profession who stain the honor of those they are duty bound to protect and serve.

The women and men in Park City's Police Department are just as disgusted and outraged as the rest of us. They believe in the integrity of law, human rights, and common decency. They are also committed to continued training to recognize implicit bias, systemic racism, and follow best practices in modern policing. Should any Park City Police officer behave in a manner inconsistent with our community values, we expect you to hold us accountable.

Nationally, we stand in solidarity with all communities of color—especially the Black community during this difficult time. Locally, we remain committed to our work to create a safe and more equitable community for all that live, work, and visit our mountain town.

Humbly,

Park City Mayor Andy Beerman
Park City Council Members Max Doilney, Becca Gerber, Tim Henney, Steve Joyce, and Nann Worel
Park City Police Chief Wade Carpenter
Park City Manager Matt Dias

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

FY2020-21 City Manager's Recommended Budget

(A) Public Hearing (B) Continue to June 18, 2020

Suggested Action:

Attachments:

[FY2021 Budget Staff Report](#)

[Exhibit A: Budget Summary by BFO Program](#)

[Exhibit B: Fee Schedule Amendments](#)

[Exhibit C: Special Service Contracts Committee Funding Recommendations](#)

[Exhibit D: Public Contracting Policy Changes](#)

[Exhibit E: Council Compensation FY21](#)

City Council Staff Report



Subject: FY20 & FY21 Recommended Operating Budget
Authors: Jed Briggs, Penny Frates & Josh Miller
Department: Budget, Debt, & Grants
Date: June 11, 2020
Type of Item: Informational/Legislative

Summary Recommendation:

Staff recommends a number of changes to the Operating Budget, Special Service Contracts, and Fee Schedule for the FY21 Budget. Feedback on these recommendations from City Council is requested in order for the budget and fee schedule to be adopted on June 18, 2020.

Staff also recommends Council hold a public hearing regarding the Council Compensation ordinance, to be adopted on June 18.

The FY21 budget is built upon an initial 21% revenue shortfall projection, and will be revisited within 90 days from July 1, 2020, for potential re-adoption and adjustment, once the financial implications of COVID-19 are better understood.

Background:

Due to the financial impacts of COVID-19, the Budget Department projects a revenue loss of 21% in the General Fund. The shortfall is driven by a combination of lost sales tax and fee revenues. In many respects, the City's financial strategy is consistent with industry best practices in terms of utilizing some portion of emergency and reserve funds complimented by expenditure reductions to address the projected shortfall. This strategy will provide PCMC the ability to maintain core levels of service for the next 90 days. Overall, Park City's General and Capital Improvement Funds are well positioned to help sustain and augment municipal operations during an economic downturn.

Staff presented the Tentative Budget on May 14, 2020, as required by State law, which was adopted by Council. Subsequent budget hearings and updates were held on May 14 and 21, and are planned for June 11 and 18, with final budget adoption on June 18, 2020. The truncated timeline is reflective of the provisional budget strategy outlined above and includes across the board budget reductions, suspending hiring, and use of emergency reserves and deferring capital projects.

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

May 14 – Work Session - [Presentation and adoption of the Tentative Budget](#), Budget Overview & Timeline

May 21 – Work Session - [Capital Budget](#), 5-year CIP

June 11 – Work Session - Operating Budget, Special Service Contracts, City Fee Resolution, Compensation Ordinance, Budget Policies and Outstanding Budget Issues

June 18 – Work Session and New/Old Business - Presentation and Adoption of Provisional Budget, Council Compensation, Redevelopment Agency Meeting - Public Hearing & adoption of the RDA Budgets, Municipal Building Authority meeting - Public Hearing & adoption of the MBA Budget

Analysis:

Operating Budget

The City employs a Budgeting for Outcomes (BFO) process that focuses on Council priorities and objectives as the driving factor for determining the annual budget. By establishing priorities within Council goals, the City can make better-informed decisions regarding the prioritization and cost of City services and programs. Due to the impacts of COVID-19, we were presented with the unique challenge of reducing budgets while maintaining levels of service.

Every municipal department and division has been asked to implement serious operating budget reductions, while trying to maintain and even meet, new levels of demand created from COVID-19. This is only possible for 90 days, until which time more severe reductions may be necessary, including deeper programmatic cuts and strategic reductions in force. For the time being, PCMC has benefited greatly, particularly in terms of its labor savings, due to the time of year COVID-19 impacts were first felt. For example, seasonal staff was close to completing their winter responsibilities.

In terms of reducing labor and operating costs to address the significant revenue shortfall, across the board reductions were levied on departmental budgets. Staff projected a five-year spending average to target reductions to next year's part-time, overtime, materials, and contract services budgets then proactively removed one-time expenses related to FY20, resulting in nearly \$4 million in savings (details in Attachment A – Budget Summary by BFO Program). One-time expenses include vehicle purchases, temporary contract funding, and grant reimbursements.

Ideally, the Budget Department would have worked more in-depth with managers to identify the least impactful services resulting in more targeted budget cuts; however, because the financial crisis hit so fast, decisive action was needed to meet statutory budgeting deadlines. Despite the top-down approach, consideration was given to programs that scored higher within the BFO evaluation criteria, meaning the program tied to a critical priority or essential service were mostly preserved at or near current budget levels.

The initial budget is designed to preserve levels of municipal services, at least for the first 90 days of FY21. Thus, the BFO process acted as a guide for making \$3.9M in budget cuts Citywide. Sources of expense reductions and controls are listed below in the FY21 department budgets reductions chart.

Please note that these departmental budgets do not include adjustments associated with health insurance, utilities, and interfund transfers, as these were handled internally by the Budget Department.

FY21 Budget by Department

Department	FY20	FY21	Variance FY 2021	Explanation
40011 CITY COUNCIL	\$394,355	\$387,505	-\$6,850	Reduction in materials
40021 CITY MANAGER	\$1,192,016	\$952,886	-\$239,130	Reductions in materials & contract services and one-time expenses in staff support from FY20
40023 ELECTIONS	\$13,000	\$13,000	\$0	
40031 CITY ATTORNEY	\$1,171,241	\$1,138,442	-\$32,799	Reductions in part-time, overtime, materials & contract services
40034 BUDGET, DEBT & GRANTS	\$444,644	\$419,859	-\$24,785	Reductions in materials and contract services
40062 HUMAN RESOURCES	\$831,019	\$760,008	-\$71,012	Reductions in part-time staff, materials & contract services
40072 FINANCE	\$838,887	\$809,516	-\$29,371	Reductions in part-time staff and materials
40082 TECHNICAL & CUSTOMER SERVICES	\$1,861,050	\$1,770,465	-\$90,585	Reductions in part-time staff, contract services, utilities and materials
40091 BLDG MAINT ADM	\$1,578,375	\$1,484,755	-\$93,621	Reductions in part-time staff, materials, contract services & utilities, capital outlays and one-time expense of \$70k in building repair/maint in FY20
40092 PC MARC	\$1,354,852	\$1,249,623	-\$105,229	Reductions in part-time staff, overtime, materials, utilities and capital outlays
40093 TENNIS	\$1,010,164	\$916,338	-\$93,825	Reductions in part-time staff, materials and parts & maintenance
40094 MCPOLIN BARN	\$48,052	\$47,727	-\$325	
40095 ICE FACILITY	\$1,017,508	\$955,358	-\$62,150	Reductions in part-time staff, materials & contract services
40096 FIELDS	\$327,046	\$291,266	-\$35,780	Reductions in part-time staff and parts & maintenance and capital outlays
40098 RECREATION PROGRAMS	\$810,100	\$770,384	-\$39,715	Reductions in part-time staff, materials, contract services and parts & maintenance. Parks/Fields & Cemetery programs moved to dept. 40412 in FY21
40100 COMMUNITY ENGAGEMENT	\$375,677	\$358,624	-\$17,053	Reductions in materials and contract services
40101 ECONOMY	\$1,087,361	\$1,078,907	-\$8,454	Reductions in materials, contract services and parts & maintenance
40104 ENVIRONMENTAL SUSTAINABILITY	\$773,405	\$734,088	-\$39,317	Reductions in materials and contract services
40118 LEAD TRAINING	\$40,000	\$10,000	-\$30,000	Reduction in materials

Department	FY20	FY21	Variance FY 2021	Explanation
40132 SELF INS & SEC BOND	\$1,021,500	\$1,021,500	\$0	
40135 SPECIAL SERV CONTRACTS	\$630,000	\$630,000	\$0	
40136 LEADERSHIP	\$124,120	\$120,070	-\$4,050	Reduction in parts & maintenance
40139 WORKERS COMP	\$275,000	\$275,000	\$0	
40141 DENTAL SELF FUNDING	\$336,560	\$336,560	\$0	
40148 EMERGENCY MANAGEMENT	\$258,524	\$249,673	-\$8,851	Reduction in contract services
40149 ARTS & CULTURE	\$600,691	\$317,991	-\$282,700	Reduction in utilities and contract services
40150 BONANZA FLAT OPERATIONS	\$30,000	\$20,000	-\$10,000	Reduction in contract services
40151 SOCIAL EQUITY	\$148,028	\$148,028	\$0	
40221 POLICE	\$6,473,263	\$6,355,409	-\$117,854	Reductions in overtime, materials and capital outlays and \$65k in one-time expenses for FY20
40222 DRUG EDUCATION	\$32,920	\$32,920	\$0	
40223 STATE LIQUOR ENFORCEMENT	\$64,817	\$65,717	\$900	
40231 COMMUNICATION CENTER	\$620,000	\$620,000	\$0	
40311 COMM DEVELOP ADMIN	\$491,005	\$484,235	-\$6,770	Reduction in materials
40313 ENGINEERING	\$634,762	\$597,199	-\$37,563	Reductions in overtime, materials, contract services and one-time expenses in Project Management in FY20
40342 PLANNING DEPT.	\$1,259,112	\$1,232,300	-\$26,812	Reductions in overtime, materials & contract services
40352 BUILDING DEPT.	\$2,441,665	\$2,313,208	-\$128,457	Reductions in overtime, materials, contract services , capital outlays and one-time expenses of \$50k in Fire Safety & Inspections in FY20
40412 PARKS & CEMETERY	\$2,096,943	\$2,090,494	-\$6,449	Reductions in part-time staff, contract services & utilities
40421 STREET MAINTENANCE	\$2,581,993	\$2,542,100	-\$39,893	Reductions in part-time staff, materials, contract services, utilities and parts & maintenance
40423 STREET LIGHTS/SIGN	\$190,100	\$162,600	-\$27,500	Reductions in materials, utilities and capital outlays
40424 SWEDE ALLEY PARKING STRUCT.	\$45,525	\$42,600	-\$2,925	Reductions in materials and contract services
40451 WATER OPERATIONS	\$8,812,542	\$8,556,731	-\$255,812	Reduction in utilities
40455 STORM WATER OPER	\$1,126,733	\$1,021,055	-\$105,678	Reductions in personnel, materials, utilities, contract services and \$90k in one-time expenses in FY20

Department	FY20	FY21	Variance FY 2021	Explanation
40471 FLEET SERVICES DEPT	\$2,946,730	\$2,855,574	-\$91,156	Reductions in utilities and parts & maintenance
40481 TRANSPORTATION OPER	\$14,854,261	\$13,755,729	-\$1,098,532	Reduction in part-time staff & materials
40485 TRANSPORTATION PLANNING	\$860,346	\$779,961	-\$80,385	Reductions in contract services
40500 PARKING	\$1,773,954	\$1,621,300	-\$152,653	Reductions in part-time staff, materials and \$112k in one-time expenses in FY20
40551 LIBRARY	\$1,401,848	\$1,379,766	-\$22,082	Reductions in materials and contract services
40564 GOLF MAINTENANCE	\$815,668	\$756,141	-\$59,527	Reductions in materials, contract services, parts & maintenance and \$37k in one-time expenses in FY20
40571 GOLF PRO SHOP	\$814,047	\$810,426	-\$3,621	Reduction in part-time staff
40981 CONTINGENCY/GENERAL	\$150,000	\$100,000	-\$50,000	Contingency reduction
40982 CONTINGENCY/SALARY	\$100,000	\$0	-\$100,000	Contingency reduction
40985 CONTINGENCY/SNOW REMOVAL	\$50,000	\$50,000	\$0	
40986 CONTINGENCY/COUNCIL	\$250,000	\$50,000	-\$200,000	Reduction in one-time contingency funds. Return to previous level
40990 EMERGENCY CONTINGENCY	\$90,000	\$250,000	\$160,000	Emergency contingency added due to COVID-19
42170 DESTINATION TOURISM	\$75,000	\$25,000	-\$50,000	Reduction based off of spending patterns
42180 SUNDANCE MITIGATION	\$320,000	\$302,600	-\$17,400	Reduction based off of spending patterns
42181 ECONOMIC DEVELOPMENT GRANT	\$10,000	\$10,000	\$0	
42182 PUBLIC ART	\$7,000	\$7,000	\$0	
42183 MENTAL HEALTH	\$60,000	\$60,000	\$0	
42185 PSSM LONG TERM AGREEMENT	\$20,000	\$0	-\$20,000	Reduction based off of spending patterns
42190 MARSAC-SWEDE CONDO HOA	\$13,000	\$13,000	\$0	
42305 ABATEMENT	\$48,688	\$48,688	\$0	
42310 HISTORICAL INCENTIVE GRANT	\$127,136	\$127,136	\$0	
43010 BUSINESS IMPROVEMENT DISTRICT	\$64,419	\$64,419	\$0	
43303 MAIN STREET RDA	\$20,000	\$20,000	\$0	
43328 LOWER PARK AVENUE RDA	\$157,596	\$157,596	\$0	
Total	\$70,494,245	\$66,628,479	-\$3,865,766	

FY21 Budget by Fund				
Fund	Name	FY20 Budget	FY21 Budget	Variance
11	General Fund	\$ 36,967,816	\$ 35,047,343	\$ (1,920,473)
12	Quinns Park Recreation Complex	\$ 1,344,554	\$ 1,246,624	\$ (97,929)
23	Lower Park Avenue RDA	\$ 157,596	\$ 157,596	\$ -
34	Main Street RDA	\$ 20,000	\$ 20,000	\$ -
51	Water Fund	\$ 8,812,542	\$ 8,556,731	\$ (255,812)
52	Storm Water Fund	\$ 1,126,733	\$ 1,021,055	\$ (105,678)
55	Golf Fund	\$ 1,629,714	\$ 1,566,566	\$ (63,148)
57	Transportation Fund	\$ 15,714,606	\$ 14,535,689	\$ (1,178,917)
58	Parking Fund	\$ 1,773,954	\$ 1,621,300	\$ (152,653)
62	Fleet Services Fund	\$ 2,946,730	\$ 2,855,574	\$ (91,156)
Total		\$ 70,494,245	\$ 66,628,479	\$ (3,865,766)

Personnel

The Budget department performed in-depth analysis on part-time staffing plans and implemented reductions that aligned with historical spending averages, while meeting demand-based service levels. This resulted in a reduction of over 12 budgeted part-time FTE's compared to FY20. In addition, the City proactively implemented a broad hiring freeze and suspended recruitments for vacant and full-time positions. Seasonal and part-time positions will not be filled until necessary.

Currently, the City is holding approximately 50-75 summer positions vacant. Overall, the City is operating with approximately 100 less employees than it was at this time last year. Additionally, department managers are further analyzing their part-time staffing plans to realize savings due to reduction in demand, limited operating hours and event cancellations. The additional savings projection for FY21, beyond the recommended budgets cuts, is approximately \$380,000 with the majority coming from Police, due to a substantially reduced events schedule and intensity, and Parks as a result of working with a smaller crew.

Additional savings were attained from departments that are delaying hiring, working with less staff due to lower demand and disruption of seasonal schedules.

FTE by Fund				
Fund	Fund Name	FY 2020(Adj)	FY21	Change
11	General Fund	221.41	216.48	-4.93
12	Quinn's Recreation Complex	11.57	10.88	-0.69
23	Lower Park Avenue RDA	0.50	0.50	
51	Water Fund	29.21	29.21	
55	Golf Fund	16.65	16.65	
57	Transportation Fund	124.64	117.59	-7.05
58	Parking Fund	10.70	10.70	
62	Fleet Services Fund	9.85	9.85	
52	Storm Water Fund	5.90	5.90	
	TOTAL	430.43	417.76	-12.67

Benefits

The cost of the Tier 2 Public Safety system retirement increased under Utah State Senate Bill 129 (2019) and 56 (2020); participating entities can elect to cover the costs of the increase or pass it on to employees. Staff recommends that the City absorb the change due to the competitive environment of recruiting and retaining quality police officers. The cost is a 2.27% match of employee pay without overtime, and does not exceed the cost for Tier 1 public safety employees, which is how they are all currently budgeted. Thus, no budget increase is necessary. This change will become effective July 1, 2020.

City Utilities

Utility budgets in all departments were evaluated through a model that calculates average usage over the past three years. This year the model resulted in utility decreases in many departments due to a focus on sustainability, and an increase in a few other departments. Overall, the utility budget for the city will see a decrease of \$279,944 (the majority of this decrease comes from the large water utility budget cut).

Fund	FY20	FY21	Change
11 - General Fund	\$ 913,300	\$ 842,900	\$ (70,400)
12 - Quinn's	\$ 157,500	\$ 158,000	\$ 500
33 - Lower Park RDA	\$ 16,300	\$ 32,900	\$ 16,600
51 - Water	\$1,408,600	\$1,162,500	\$(246,100)
52 - Storm Water	\$ 32,600	\$ 30,500	\$ (2,100)
57 - Golf	\$ 39,900	\$ 39,900	\$ -
57 - Transportation	\$ 277,744	\$ 301,200	\$ 23,456
Total Utility Budget	\$2,694,844	\$2,414,900	\$(279,944)

In March, as part of the COVID-19 response and recession plan, departments were asked to identify expenditures that would result in a 5% cut to operating budgets. Both the Public Works and Water departments chose to cut their utilities budgets as part of these decreases. In a wider cost savings plan, Water has implemented an aggressive conservation program as well as leak detection and repair to reduce water usage. These measures will also reduce electrical costs as well as wear and tear on expensive pumping, transmission, and distribution equipment.

Special Service Contracts

As part of the budget process, Council appropriates funds to contract with nonprofit organizations offering services consistent with the needs and goals of the City. Over the last year and a half, the Special Service Contract (SSC) process was revised to better fit the needs of the community. As part of the revision, Council and the SSC subcommittee decided to separate regular services and special services. Regular service contracts will be handled by the appropriate department where possible and special services will remain in the Budget department.

Staff recommends modifications to the City's contract policy (Exhibit D). Changes include removing the specific categories of contracts and updating them according to Council discretion. The contract length for services deemed "regular" are also extended from two to four years, and managers are working on RFP's to send out once the FY21 budget is approved.

According to City policy, up to one percent of the City's total combined operating budget may be allocated for Special Service Contracts, or roughly \$630k. For FY21, the SSC budget is split up into three parts as follows:

1. \$250,000 – Regular Special Service Contracts
2. \$130,000 – Allocated to Department Specific Regular Services

3. \$250,000 – Allocated to future relief funding and social equity type services

Special Service Contracts are awarded through a competitive application process. A request for proposals (RFP) was issued on May 4, 2020, and posted on the City website. Letters announcing the RFP were also sent to previous awardees. Applications were accepted through May 17 and submitted to the SSC subcommittee for review. This Subcommittee included Council Members Gerber and Joyce, as well as City staff.

The selection process involved an examination of each application to determine how well it fit the criteria outlined in the City's Public Service Contract Policy and matched with Council's goals and priorities. The applications were then evaluated based on the outcome of the criteria match. Using this evaluation, the committee allocated funding available in the special service contract budget.

A summary of the recommendations from the SSC Subcommittee is found below with a more detailed version in Exhibit C.

Category	Applicant	FY2021 Recommended Amount
Education	PC Education Foundation	\$50,000
	PC Tots	\$50,000
Emergency Assistance	Holy Cross Ministries	\$10,000
	Jewish Family Service	\$10,000
	Christian Center	\$30,000
Food Pantry	Christian Center	\$10,000
Medical Treatment	Jewish Family Service	\$10,000
	People's Health Clinic	\$40,000
Safe Haven	Peace House, Inc.	\$40,000

The SSC Subcommittee is also recommending the following budgets for these specific services. An RFP hasn't been issued for these services yet, but will be soon by the respective departments. The budgets will help to determine the "not to exceed" amount for each contract.

Potential Department Specific Regular Service Budgets	
Park City History	\$ 25,000
Sister City	\$ 8,500
Trails	\$ 15,000
Waste/Recycling	\$ 50,000
Housing Outreach	\$ 15,000
Legal Mediation	\$ 15,000
Total	\$ 128,500

City Service Fees (changes to the Fee Schedule)

The following departments are proposing to make changes to the City's Fee Schedule:

Police

\$15 Fingerprinting fee

Currently, the Police Department is using an obsolete process of obtaining fingerprints through the use of ink pads and fingerprint cards. Not only is the process messy and time consuming, but most critically, the error rejection rate from BCI and the FBI is over 90%. The purchase of a new digital device will allow Police to know instantaneously if the fingerprints are acceptable and can be sent electronically to the appropriate agency. The initial cost of the device was close to \$5,000.00. There is also an annual software contract of \$500.00.

Elections

Municipal Election Filing Fees:

\$150 Mayoral filing fee; or

\$100 Council filing fee

On March 19, 2020, Council passed an ordinance to initiate election filing fees for Mayor and City Council candidates.

Library

Removing the following Fees:

Wasatch County Student Cards \$15 per year

Organization card - non-profit \$45 per year

Organization card - for-profit \$55 per year

In an effort to streamline processes, the library department realigned the library cards and is now able to offer the same service by combining similar types of cards. For Non-Residents, the library now offers a 6 month card for \$20 in addition to the one year card for \$40.

Planning

\$1 mailing fee

Currently, when an applicant submits an application, they are required to submit along with a stamped and addressed envelope for anyone in the notice area (varies by the type of application). Planning staff prints the letters and return address on envelopes, then mails. Many are returned because the addresses may no longer be current (some of the applications were turned in over 10 years ago, with most being 2-3 years old at the time the mailers are sent). Planning Staff is proposing to replace the existing system with a postcard system and asking the applicant to cover \$1.00 of the mailer cost.

Ice (New Fees Listed)

Hourly Rate Increases:

Local Rate (Summit or Wasatch County Resident) \$225

Non Resident, Not for Profit \$250

Camp \$300

New Cleaning Fees for Events

Bleachers \$200/day

Catering Fee \$150

Scheduling Impact Fee \$150

Hockey Skate Sharpening \$85.50

Goalie Skate Sharpening \$6.50

Figure Skate Sharpening \$10.00

Custom Radius \$30.00

Figure Skate Sealing \$30.00

Rivets Replacements \$2.50 (ea.)

Prior to the pandemic, Park City Ice Arena was anticipating small fee increases for FY21 to help mitigate recent, increased expenses for materials, supplies, and personnel. In light of the pandemic, staff is proposing fee increases in skate services, ice rentals and events to help mitigate increased costs. Fees in these areas have not increased in the last two years while expenses have.

Hourly ice rental rates are not changing for User Groups as an increase would directly impact hundreds of families in Summit and Wasatch Counties. Ice rental fees are increasing for residents, camps and a new rate for non-resident, not for profit is being added. Although the resident rate is increasing \$10 per hour, typically rentals are only one to two hours long so the overall impact is minimal.

Event fees are being introduced for bleacher rental, catering fees and scheduling impacts. These event fees help mitigate the financial cost of accommodating large events that require additional staffing and adjustments to the regular ice schedule. Skate sharpening fees are also increasing by \$3 per service. The cost for supplies to deliver skate services have increased in the last year and the current rates are less than some of other rinks in the area (for which we are generally priced slightly higher).

Public Utilities

The Public Utilities department is making a 3% increase to all water fees, excluding the energy surcharge. This is needed to meet the cost of water service and capital projects currently planned or underway, such as the Three Kings Water Treatment Plant.

The department is also proposing an additional 10% increase to Water Irrigation Meters base rates. This is based on Council direction from 2016 to make equal the annual amount charged for meter base rates between the Irrigation Meter Class (which is typically billed 6 months of the year) and the Multi-Family/Commercial Meter Class base rate (which is billed 12 months of the year). Since 2016 Irrigation base rates have increased 10% a year per year, and if this continues will reach equalization in FY 2024. Staff recommended this change, as it appeared unfair that irrigation accounts, which require water during the more difficult period of the year, were paying less on an annual basis for their connection to the system than commercial accounts. For context, there are 179 Irrigation Accounts that represent 3% of total accounts.

There is a 3% increase to the Storm Water ESU charge, the basis of all Storm Water billing. This is needed to meet operational and capital expenses of the Storm Water fund. Important to note, the ESU charge has currently been halved in recognition of the financial impact that COVID-19 is having on the community. This will continue through the August billing, based on the Council adopted emergency proclamation. Staff has also removed the sunset date for the green infrastructure Storm Water credit. The credit was initially set to expire on June 30, 2020, but will continue because of this change.

The default Residential ESU Map was also updated to reflect the construction that has occurred in Park City Heights first phase. A new average decreases the default ESU count of 4 to a default of 2, resulting in a lower charge. All other zones remain the same.

Department Review:

This report has been reviewed by the Budget, Legal, and City Manager departments.

Exhibits:

A – Budget Summary by BFO Program

B – Excerpts showing changes to Fee Schedule

C – SSC Committee Funding Recommendations

D – Public Contracting Policy Changes

E – Council Compensation Ordinance

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40011 CITY COUNCIL								
Community Outreach and Citizen Engagement	22	1	\$197,177	\$197,177	\$195,977	-\$1,200	\$196,397	Reduction in materials based on 5 year spending average
Policy Creation & Implementation	20	2	\$197,177	\$197,177	\$191,527	-\$5,650	\$191,947	
Total 40011 CITY COUNCIL			\$394,355	\$394,355	\$387,505	-\$6,850	\$388,345	
40021 CITY MANAGER								
Elections	25	1	\$10,269	\$10,303	\$10,903	\$634	\$21,987	Reductions in materials & contract services based on 5 year spending average and one-time expenses in staff support of \$209k from FY20
City Recorder	24	1	\$145,588	\$145,063	\$138,741	-\$6,847	\$139,601	
Community Outreach and Citizen Engagement	22	1	\$240,363	\$233,811	\$225,541	-\$14,822	\$226,733	
Policy Creation & Implementation	20	2	\$79,483	\$79,962	\$94,988	\$15,505	\$95,297	
Council & Board Support	20	2	\$129,522	\$122,915	\$117,767	-\$11,754	\$118,297	
Staff Support	19	2	\$419,137	\$209,872	\$217,672	-\$201,465	\$207,631	
Legislative Liaison	16	3	\$112,395	\$112,825	\$91,945	-\$20,450	\$92,283	
Leadership Park City	12	4	\$55,260	\$55,328	\$55,328	\$68	\$55,775	
Total 40021 CITY MANAGER			\$1,192,016	\$970,080	\$952,886	-\$239,130	\$957,604	
40023 ELECTIONS								
Elections	25	1	\$13,000	\$13,000	\$13,000	\$0	\$13,000	
Total 40023 ELECTIONS			\$13,000	\$13,000	\$13,000	\$0	\$13,000	
40031 CITY ATTORNEY								
Prosecution	25	1	\$236,538	\$235,182	\$229,680	-\$6,859	\$229,680	Reductions in OT, part-time, materials & contract services based on 5 year spending average
Water Rights/Water Projects	21	1	\$110,950	\$115,394	\$128,939	\$17,989	\$128,939	
General Legal Support	20	2	\$114,267	\$109,388	\$74,277	-\$39,990	\$74,277	
Litigation	20	2	\$100,283	\$98,451	\$103,187	\$2,905	\$103,187	
Council & Board Support	20	2	\$338,875	\$285,703	\$321,147	-\$17,728	\$321,147	
Risk Management	19	2	\$51,573	\$52,201	\$60,606	\$9,033	\$60,606	
Environmental Regulatory/EPA	19	2	\$61,098	\$62,287	\$84,280	\$23,182	\$84,280	
Employment Review	19	2	\$67,711	\$66,387	\$68,097	\$386	\$68,097	
Contracts/Grants	17	3	\$89,945	\$83,621	\$68,229	-\$21,716	\$68,229	
Total 40031 CITY ATTORNEY			\$1,171,241	\$1,108,613	\$1,138,442	-\$32,799	\$1,138,442	
40034 BUDGET, DEBT & GRANTS								
Budget Preparation, Coordination, and Monitoring	23	1	\$154,277	\$149,816	\$125,854	-\$28,423	\$129,301	Reductions in materials and contract services based on 5 year spending average
Debt Management	22	1	\$36,135	\$36,135	\$38,747	\$2,612	\$47,350	
Capital Budgeting	21	2	\$39,739	\$39,321	\$39,738	-\$1	\$48,360	
Revenue/Resource Management	20	2	\$21,049	\$20,213	\$33,131	\$12,083	\$36,037	
Economic and Redevelopment	18	2	\$19,345	\$19,345	\$20,795	\$1,450	\$20,883	
Strategic Planning	17	3	\$32,666	\$30,577	\$30,577	-\$2,088	\$30,745	
Grant Administration	16	3	\$6,842	\$6,842	\$5,551	-\$1,291	\$8,389	
Analysis Resource	14	4	\$55,754	\$53,942	\$50,589	-\$5,166	\$53,711	
Performance Measures and Benchmarking	14	4	\$78,838	\$77,064	\$74,877	-\$3,961	\$75,440	
Total 40034 BUDGET, DEBT & GRANTS			\$444,644	\$433,255	\$419,859	-\$24,785	\$450,216	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40062 HUMAN RESOURCES								
Local, State, and Federal Compliance	20	2	\$153,864	\$164,511	\$153,414	-\$450	\$154,170	Reductions in part-time staff, materials & contract services based on 5 year spending average
Social Equity	20	2	\$21,384		\$3,150	-\$18,234	\$3,150	
Benefit Design/Administration	19	2	\$78,053	\$77,783	\$77,248	-\$805	\$77,710	
Recruitment	12	4	\$95,419	\$122,370	\$101,493	\$6,075	\$102,107	
Valuing Employees	12	4	\$230,623	\$209,014	\$204,474	-\$26,149	\$205,650	
Pay Plan Design/Administration	12	4	\$88,622	\$104,168	\$91,118	\$2,496	\$91,723	
Performance Management	11	4	\$99,297	\$104,910	\$90,147	-\$9,151	\$90,592	
Short-Term Citywide Personnel	7	4	\$63,757	\$47,363	\$38,963	-\$24,794	\$39,106	
Total 40062 HUMAN RESOURCES			\$831,019	\$830,119	\$760,008	-\$71,012	\$764,208	
40072 FINANCE								
Accounting/Audit/Treasury	24	1	\$358,251	\$358,505	\$356,900	-\$1,351	\$358,723	Reductions in part-time staff and materials based on 5 year spending average
Budget Preparation, Coordination, and Monitoring	23	1	\$12,460	\$12,481	\$12,357	-\$103	\$12,407	
Business Licenses	22	1	\$113,705	\$116,760	\$113,978	\$274	\$114,936	
Financial Services	21	2	\$354,472	\$350,745	\$326,281	-\$28,191	\$328,490	
Total 40072 FINANCE			\$838,887	\$838,491	\$809,516	-\$29,371	\$814,556	
40082 TECHNICAL & CUSTOMER SERVICES								
Website	23	1	\$121,907	\$130,506	\$175,548	\$53,641	\$175,841	Reductions in part-time staff, contract services and materials based on 5 year spending average
Network Support	19	2	\$260,710	\$260,218	\$271,186	\$10,476	\$271,468	
IT Utilities	18	2	\$142,831	\$125,509	\$125,503	-\$17,328	\$125,591	
Systems Support	17	3	\$375,772	\$375,327	\$324,994	-\$50,778	\$325,327	
Records Management	17	3	\$79,886	\$75,381	\$55,973	-\$23,912	\$56,065	
Software Maintenance/Upgrades	17	3	\$331,531	\$329,281	\$272,559	-\$58,972	\$272,689	
GIS	15	4	\$120,208	\$120,390	\$130,670	\$10,462	\$130,705	
Support/Help Desk	14	4	\$428,204	\$442,501	\$414,031	-\$14,173	\$415,238	
Total 40082 TECHNICAL & CUSTOMER SERVICES			\$1,861,050	\$1,859,112	\$1,770,465	-\$90,585	\$1,772,924	
40091 BLDG MAINT ADM								
Special Events	20	2	\$31,500	\$31,500	\$31,500	\$0	\$31,500	Reductions in part-time staff, materials, contract services & utilities based on 5 year spending average, capital outlays and one-time expense of \$70k in building repair/maint in FY20
Inspections and Contract Supervision	21	2	\$161,940	\$149,917	\$159,767	-\$2,173	\$160,838	
Building Repairs and Maintenance	18	2	\$605,825	\$559,319	\$527,019	-\$78,805	\$530,463	
Janitorial Services	19	2	\$563,177	\$554,984	\$554,484	-\$8,693	\$555,954	
Utilities	15	3	\$215,933	\$211,984	\$211,984	-\$3,948	\$184,389	
Total 40091 BLDG MAINT ADM			\$1,578,375	\$1,507,705	\$1,484,755	-\$93,621	\$1,463,145	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40092 PC MARC								
Parks, Turf & Athletic Fields	14	4	\$40,143	\$42,049	\$48,125	\$7,982	\$48,217	Reductions in part-time staff, overtime, materials & utilities based on 5 year spending average, and capital outlays
Cemetery	13	4	\$18,470	\$20,786	\$19,436	\$966	\$19,587	
Recreation Youth Programs	13	4	\$258,517	\$344,034	\$275,363	\$16,846	\$320,161	
Recreation Adult Programs	12	4	\$439,191	\$302,151	\$332,060	-\$107,131	\$279,277	
Rec Center Operations	12	4	\$555,518	\$606,331	\$540,796	-\$14,721	\$539,320	
Marketing	11	4	\$27,128	\$26,255	\$26,255	-\$873	\$24,782	
Childcare	9	4	\$15,886	\$7,432	\$7,588	-\$8,298	\$7,647	
Total 40092 PC MARC			\$1,354,852	\$1,349,038	\$1,249,623	-\$105,229	\$1,238,991	
40093 TENNIS								
Tennis Tournaments	14	4	\$38,863	\$38,863	\$25,936	-\$12,927	\$25,936	Reductions in part-time staff, materials and parts & maintenance based on 5 year spending average
Tennis Operations	12	4	\$207,631	\$307,896	\$211,721	\$4,090	\$313,737	
Tennis Programs	12	4	\$646,530	\$559,512	\$607,846	-\$38,684	\$509,442	
Pro Shop	11	4	\$117,140	\$107,235	\$70,835	-\$46,305	\$70,835	
Total 40093 TENNIS			\$1,010,164	\$1,013,506	\$916,338	-\$93,825	\$919,950	
40094 MCPOLIN BARN								
McPolin Farm	14	4	\$48,052	\$48,052	\$47,727	-\$325	\$48,348	
Total 40094 MCPOLIN BARN			\$48,052	\$48,052	\$47,727	-\$325	\$48,348	
40095 ICE FACILITY								
Ice Rental	12	4	\$35,048	\$34,944	\$34,005	-\$1,044	\$33,511	Reductions in part-time staff, materials & contract services based on 5 year spending average
Valued & Engaged Staff	12	4	\$2,350	\$2,350	\$1,795	-\$555	\$1,795	
Ice Programs	11	4	\$585,191	\$478,983	\$523,405	-\$61,786	\$446,823	
Operations	11	4	\$394,919	\$487,926	\$396,154	\$1,235	\$477,190	
Total 40095 ICE FACILITY			\$1,017,508	\$1,004,203	\$955,358	-\$62,150	\$959,318	
40096 FIELDS								
Special Events	20	2	\$52,231	\$51,848	\$44,496	-\$7,735	\$44,854	Reductions in part-time staff and parts & maintenance based on 5 year spending average, and capital outlays
Parks & Sidewalk Snow Removal	19	2	\$96,881	\$96,239	\$97,819	\$938	\$98,475	
Parks, Turf & Athletic Fields	14	4	\$116,467	\$115,780	\$97,480	-\$18,987	\$98,146	
Park Amenities & Infrastructure	14	4	\$27,676	\$27,475	\$23,001	-\$4,675	\$23,161	
Flowers/Holiday Lighting/Beautification	13	4	\$3,443	\$3,430	\$1,431	-\$2,012	\$1,439	
Trash Clean-Up	12	4	\$30,347	\$30,133	\$27,040	-\$3,307	\$27,272	
Total 40096 FIELDS			\$327,046	\$324,905	\$291,266	-\$35,780	\$293,346	
40098 RECREATION PROGRAMS								
Parks, Turf & Athletic Fields	14	4	\$21,829			-\$21,829		Reductions in part-time staff, materials, contract services and parts & maintenance based on 5 year spending average. Parks/Fields & Cemetery programs moved to dept. 40412 in FY21
Cemetery	13	4	\$21,829			-\$21,829		
Recreation Youth Programs	13	4	\$396,971	\$392,273	\$348,399	-\$48,573	\$350,178	
Recreation Adult Programs	12	4	\$369,470	\$417,973	\$421,985	\$52,515	\$424,826	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
Total 40098 RECREATION PROGRAMS			\$810,100	\$810,246	\$770,384	-\$39,715	\$775,004	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40100 COMMUNITY ENGAGEMENT								
Community Outreach and Citizen Engagement	22	1	\$287,506	\$290,320	\$270,457	-\$17,049	\$274,114	Reductions in materials and contract services based on 5 year spending average
Senior Services	20	2	\$1,918		\$1,918	\$0		
Open Space	19	2	\$5,363	\$5,362	\$5,362	-\$1	\$5,409	
Emergency Communications	18	2	\$80,890	\$80,887	\$80,887	-\$2	\$81,404	
Total 40100 COMMUNITY ENGAGEMENT			\$375,677	\$376,569	\$358,624	-\$17,053	\$360,926	
40101 ECONOMY								
Community Outreach and Citizen Engagement	22	1	\$86,964	\$86,961	\$92,336	\$5,373	\$92,933	Reductions in materials, contract services and parts & maintenance based on 5 year spending average
Special Events	20	2	\$413,741	\$413,740	\$406,875	-\$6,866	\$408,992	
Open Space	19	2	\$68,078	\$68,078	\$67,468	-\$610	\$67,888	
Economic and Redevelopment	18	2	\$289,037	\$289,037	\$283,087	-\$5,951	\$284,641	
Urban Trails and Walkability	16	3	\$178,110	\$178,110	\$177,920	-\$190	\$179,255	
Trails (Backcountry)	14	4	\$51,432	\$51,432	\$51,222	-\$210	\$51,398	
Total 40101 ECONOMY			\$1,087,361	\$1,087,357	\$1,078,907	-\$8,454	\$1,085,107	
40104 ENVIRONMENTAL SUSTAINABILITY								
Carbon Reduction	23	1	\$449,300	\$449,297	\$448,583	-\$717	\$355,296	Reductions in materials and contract services based on 5 year spending average
Policy Creation & Implementation	20	2	\$83,050	\$83,050	\$144,100	\$61,050	\$144,100	
Environmental Regulatory/EPA	19	2	\$241,056	\$241,056	\$141,406	-\$99,650	\$237,380	
Total 40104 ENVIRONMENTAL SUSTAINABILITY			\$773,405	\$773,402	\$734,088	-\$39,317	\$736,776	
40118 LEAD TRAINING								
LEAD	12	4	\$40,000	\$40,000	\$10,000	-\$30,000	\$10,000	Reduction in materials
Total 40118 LEAD TRAINING			\$40,000	\$40,000	\$10,000	-\$30,000	\$10,000	
40132 SELF INS & SEC BOND								
Risk Management	19	2	\$978,500	\$978,500	\$978,500	\$0	\$978,500	
Safety and Security	17	3	\$43,000	\$43,000	\$43,000	\$0	\$43,000	
Total 40132 SELF INS & SEC BOND			\$1,021,500	\$1,021,500	\$1,021,500	\$0	\$1,021,500	
40135 SPEC. SRVC. CNTRT./UNSPECIFIED								
Special Service Contracts	17	3	\$630,000	\$630,000	\$630,000	\$0	\$630,000	
Total 40135 SPEC. SRVC. CNTRT./UNSPECIFIED			\$630,000	\$630,000	\$630,000	\$0	\$630,000	
40136 LEADERSHIP								
Leadership Park City	12	4	\$124,120	\$124,120	\$120,070	-\$4,050	\$120,070	Reduction in parts & maintenance based on 5 year spending average
Total 40136 LEADERSHIP			\$124,120	\$124,120	\$120,070	-\$4,050	\$120,070	
40139 WORKERS COMP								
Risk Management	19	2	\$275,000	\$275,000	\$275,000	\$0	\$275,000	
Total 40139 WORKERS COMP			\$275,000	\$275,000	\$275,000	\$0	\$275,000	
40141 DENTAL SELF FUNDING								
Dental Self-Funding	14	4	\$336,560	\$336,560	\$336,560	\$0	\$336,560	
Total 40141 DENTAL SELF FUNDING			\$336,560	\$336,560	\$336,560	\$0	\$336,560	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40148 EMERGENCY MANAGEMENT								
Emergency Management	22	1	\$258,524	\$259,673	\$249,673	-\$8,851	\$250,001	Reduction in contract services
Safety and Security	17	3				\$0		
Total 40148 EMERGENCY MANAGEMENT			\$258,524	\$259,673	\$249,673	-\$8,851	\$250,001	
40149 ARTS & CULTURE								
Arts & Culture	14	4	\$600,691	\$600,691	\$317,991	-\$282,700	\$319,797	Reduction in utilities based on 5 year spending average & contract services
Total 40149 ARTS & CULTURE			\$600,691	\$600,691	\$317,991	-\$282,700	\$319,797	
40150 BONANZA FLAT OPERATIONS								
Bonanza Flat Operations	16	3	\$30,000	\$30,000	\$20,000	-\$10,000	\$20,000	Reduction in contract services
Total 40150 BONANZA FLAT OPERATIONS			\$30,000	\$30,000	\$20,000	-\$10,000	\$20,000	
40151 SOCIAL EQUITY								
Social Equity	20	2	\$148,028	\$148,028	\$148,028	\$0	\$148,448	
Total 40151 SOCIAL EQUITY			\$148,028	\$148,028	\$148,028	\$0	\$148,448	
40221 POLICE								
Patrol Operations	24	1	\$2,836,629	\$2,723,460	\$2,695,805	-\$140,824	\$2,695,805	Reductions in overtime,
Traffic Enforcement	22	1	\$1,242,467	\$1,257,359	\$1,250,390	\$7,923	\$1,250,390	materials and capital outlays
Emergency Management	22	1	\$60,923	\$60,913	\$61,119	\$196	\$61,119	and \$65k in one-time
Special Events	20	2	\$1,144,977	\$1,201,004	\$1,187,393	\$42,416	\$1,187,393	expenses for FY20
Community Support	18	2	\$954,578	\$932,203	\$928,826	-\$25,753	\$928,826	
Youth Services Officer	16	3	\$233,689	\$233,357	\$231,877	-\$1,812	\$231,877	
Total 40221 POLICE			\$6,473,263	\$6,408,295	\$6,355,409	-\$117,854	\$6,355,409	
40222 DRUG EDUCATION								
DARE/Drug Education	15	3	\$32,920	\$32,922	\$32,922	\$2	\$33,054	
Total 40222 DRUG EDUCATION			\$32,920	\$32,922	\$32,922	\$2	\$33,054	
40223 STATE LIQUOR ENFORCEMENT								
State Liquor Enforcement	24	1	\$64,817	\$65,717	\$65,717	\$900	\$64,243	
Total 40223 STATE LIQUOR ENFORCEMENT			\$64,817	\$65,717	\$65,717	\$900	\$64,243	
40231 COMMUNICATION CENTER								
Dispatch	22	1	\$620,000	\$620,000	\$620,000	\$0	\$620,000	
Total 40231 COMMUNICATION CENTER			\$620,000	\$620,000	\$620,000	\$0	\$620,000	
40311 COMM DEVELOP ADMIN								
Housing	24	1	\$369,587	\$369,698	\$362,729	-\$6,857	\$364,745	Reduction in materials based
Inspections	21	2	\$22,584	\$22,612	\$22,372	-\$212	\$22,456	on 5 year spending average
Permitting / Current Planning	19	2	\$28,836	\$28,878	\$28,878	\$42	\$29,004	
Code Amendments	13	4	\$69,998	\$70,096	\$70,256	\$258	\$70,550	
Total 40311 COMM DEVELOP ADMIN			\$491,005	\$491,284	\$484,235	-\$6,770	\$486,755	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40313 ENGINEERING								
Inspections	21	2	\$130,492	\$135,266	\$169,226	\$38,733	\$170,129	Reductions in overtime, materials & contract services based on 5 year spending average and one-time expenses of \$67k in Project Management in FY20
Engineering Project Management	21	2	\$431,297	\$363,548	\$354,493	-\$76,803	\$356,331	
Plan/Application Review	17	3	\$72,973	\$77,502	\$73,480	\$507	\$73,889	
Total 40313 ENGINEERING			\$634,762	\$576,316	\$597,199	-\$37,563	\$600,349	
40342 PLANNING DEPT.								
Permitting / Current Planning	19	2	\$153,906	\$154,247	\$155,442	\$1,535	\$156,450	Reductions in overtime, materials & contract services based on 5 year spending average
Plan/Application Review	17	3	\$274,369	\$274,691	\$269,511	-\$4,858	\$271,258	
Long Range Planning	16	3	\$244,625	\$244,411	\$239,782	-\$4,842	\$240,816	
Planning Customer Service	15	3	\$159,936	\$160,007	\$156,035	-\$3,901	\$157,144	
Historic District Design Review	14	4	\$224,229	\$223,984	\$212,073	-\$12,156	\$213,442	
Code Amendments	13	4	\$147,611	\$147,710	\$146,075	-\$1,536	\$147,016	
Special Planning Projects - Inter-Dept	13	4	\$54,436	\$54,326	\$53,382	-\$1,055	\$53,735	
Total 40342 PLANNING DEPT.			\$1,259,112	\$1,259,377	\$1,232,300	-\$26,812	\$1,239,860	
40352 BUILDING DEPT.								
Fire Safety	22	1	\$530,804	\$507,427	\$502,656	-\$28,148	\$505,293	Reductions in overtime, materials and contract services based on 5 year spending average, capital outlays and one-time expenses of \$50k in Fire Safety & Inspections in FY20
Inspections	21	2	\$1,129,726	\$1,104,284	\$1,046,489	-\$83,237	\$1,054,192	
Code Enforcement	20	2	\$289,507	\$290,222	\$283,924	-\$5,584	\$285,965	
Plan/Application Review	17	3	\$491,628	\$492,437	\$480,140	-\$11,488	\$483,718	
Total 40352 BUILDING DEPT.			\$2,441,665	\$2,394,370	\$2,313,208	-\$128,457	\$2,329,168	
40412 PARKS & CEMETERY								
Special Events	20	2	\$161,939	\$177,943	\$202,872	\$40,933	\$202,059	Reductions in part-time staff, contract services & utilities based on 5 year spending average
Parks & Sidewalk Snow Removal	19	2	\$464,859	\$581,537	\$487,790	\$22,931	\$582,425	
Parks, Turf & Athletic Fields	14	4	\$546,072	\$679,227	\$629,340	\$83,268	\$622,368	
Park Amenities & Infrastructure	14	4	\$229,815	\$143,946	\$179,665	-\$50,150	\$127,862	
Flowers/Holiday Lighting/Beautification	13	4	\$418,173	\$331,423	\$366,602	-\$51,571	\$316,352	
Cemetery	13	4	\$113,448	\$104,313	\$91,147	-\$22,301	\$89,998	
Trash Clean-Up	12	4	\$162,637	\$146,878	\$133,077	-\$29,560	\$131,779	
Total 40412 PARKS & CEMETERY			\$2,096,943	\$2,165,267	\$2,090,494	-\$6,449	\$2,072,843	
40421 STREET MAINTENANCE								
Street Lights & Signs	23	1	\$169,562	\$182,976	\$189,791	\$20,229	\$189,855	Reductions in part-time staff, materials, contract services, utilities and parts & maintenance based on 5 year
Clean-up and Storm Drain	22	1	\$258,499	\$281,624	\$277,328	\$18,829	\$277,523	
Winter Snow Operations	20	2	\$1,413,792	\$1,371,982	\$1,318,513	-\$95,278	\$1,324,063	
Special Events	20	2	\$177,275	\$189,886	\$185,738	\$8,462	\$185,980	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
Street & Sidewalk Maintenance	19	2	\$523,182	\$539,450	\$530,756	\$7,574	\$532,273	maintenance based on 5 year spending average
Graffiti Removal	14	4	\$39,683	\$40,616	\$39,974	\$291	\$39,039	
Total 40421 STREET MAINTENANCE			\$2,581,993	\$2,606,534	\$2,542,100	-\$39,893	\$2,548,732	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40423 STREET LIGHTS/SIGN								
Street Lights & Signs	23	1	\$190,100	\$190,100	\$162,600	-\$27,500	\$153,800	Reductions in materials, utilities and capital outlays
Total 40423 STREET LIGHTS/SIGN			\$190,100	\$190,100	\$162,600	-\$27,500	\$153,800	
40424 SWEDE ALLEY PARKING STRUCT.								
Swede Alley Parking Structure	14	4	\$45,525	\$45,525	\$42,600	-\$2,925	\$45,600	Reductions in materials and contract services based on 5 year spending average
Total 40424 SWEDE ALLEY PARKING STRUCT.			\$45,525	\$45,525	\$42,600	-\$2,925	\$45,600	
40451 WATER OPERATIONS								
Water Quality	26	1	\$2,967,724	\$3,051,260	\$2,938,249	-\$29,475	\$2,938,249	Reduction in utilities based on 5 year spending average
Distribution and Maintenance	26	1	\$3,576,292	\$3,551,415	\$3,436,093	-\$140,199	\$3,436,093	
Service Orders	26	1	\$617,756	\$546,859	\$548,226	-\$69,531	\$548,226	
Water Billing	22	1	\$379,838	\$356,562	\$357,948	-\$21,891	\$357,948	
Project Management	22	1	\$595,547	\$610,358	\$612,188	\$16,642	\$612,188	
Conservation	19	2	\$419,005	\$400,416	\$401,221	-\$17,785	\$401,221	
Environmental Regulatory/EPA	19	2	\$256,380	\$262,702	\$262,807	\$6,427	\$262,807	
Total 40451 WATER OPERATIONS			\$8,812,542	\$8,779,572	\$8,556,731	-\$255,812	\$8,556,731	
40455 STORM WATER OPER								
Storm Water Utility	29	1	\$1,126,733	\$1,036,530	\$1,021,055	-\$105,678	\$1,023,511	Reductions in personnel, materials, utilities & contract services based on 5 year spending average and \$90k in one-time expenses in FY20
Total 40455 STORM WATER OPER			\$1,126,733	\$1,036,530	\$1,021,055	-\$105,678	\$1,023,511	
40471 FLEET SERVICES DEPT								
Fleet Management & Maintenance	20	2	\$2,946,730	\$2,957,318	\$2,855,574	-\$91,156	\$2,863,848	Reductions in utilities and parts & maintenance based on 5 year spending average
Total 40471 FLEET SERVICES DEPT			\$2,946,730	\$2,957,318	\$2,855,574	-\$91,156	\$2,863,848	
40481 TRANSPORTATION OPER								
Summer Service	22	1	\$5,329,045	\$5,294,818	\$4,916,046	-\$412,999	\$5,056,053	Reduction in part-time staff & materials
Winter Service	22	1	\$7,165,052	\$7,119,973	\$6,702,315	-\$462,737	\$6,816,863	
Park City Mobility	22	1	\$922,676	\$920,509	\$834,678	-\$87,998	\$834,678	
Transportation Management	22	1	\$711,900	\$800,149	\$714,501	\$2,601	\$679,543	
Special Events	20	2	\$402,078	\$400,907	\$321,127	-\$80,951	\$321,127	
Parking Management	19	2	\$323,509	\$333,475	\$267,061	-\$56,448	\$257,068	
Total 40481 TRANSPORTATION OPER			\$14,854,261	\$14,869,830	\$13,755,729	-\$1,098,532	\$13,965,332	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40485 TRANSPORTATION PLANNING								
Transportation Management	22	1	\$860,346	\$863,045	\$779,961	-\$80,385	\$804,943	Reductions in contract services based on 5 year spending average
Total 40485 TRANSPORTATION PLANNING			\$860,346	\$863,045	\$779,961	-\$80,385	\$804,943	
40500 PARKING								
Parking Management	19	2	\$1,773,954	\$1,661,300	\$1,621,300	-\$152,653	\$1,628,650	Reductions in part-time staff & materials based on 5 year spending average and \$112k in one-time expenses in FY20
Total 40500 PARKING			\$1,773,954	\$1,661,300	\$1,621,300	-\$152,653	\$1,628,650	
40551 LIBRARY								
Youth & Spanish Services	21	2	\$233,348	\$321,852	\$271,338	\$37,990	\$323,272	Reductions in materials and contract services based on 5 year spending average
Circulation Services	19	2	\$340,164	\$289,921	\$310,402	-\$29,761	\$287,545	
Technical Services	19	2	\$346,909	\$307,185	\$327,568	-\$19,342	\$304,691	
Reciprocal Borrowing	17	3	\$19,552	\$22,000	\$22,000	\$2,449	\$22,170	
Adult Services	17	3	\$275,265	\$276,592	\$270,092	-\$5,174	\$272,070	
Community Engagement	15	3	\$186,610	\$187,420	\$178,366	-\$8,244	\$179,878	
Total 40551 LIBRARY			\$1,401,848	\$1,404,970	\$1,379,766	-\$22,082	\$1,389,626	
40564 GOLF MAINTENANCE								
Golf Maintenance	14	4	\$815,668	\$778,841	\$756,141	-\$59,527	\$758,143	Reductions in materials, contract services and parts & maintenance based on 5 year spending average and \$37k in one-time expenses in FY20
Total 40564 GOLF MAINTENANCE			\$815,668	\$778,841	\$756,141	-\$59,527	\$758,143	
40571 GOLF PRO SHOP								
Golf Management Operations	11	4	\$378,168	\$409,385	\$409,385	\$31,217	\$405,968	Reduction in part-time staff
Concessions	14	4	\$58,460	\$74,896	\$74,896	\$16,436	\$74,896	
Golf Shop Programs	11	4	\$102,282	\$72,559	\$72,559	-\$29,723	\$68,764	
Retail Operations	11	4	\$275,137	\$253,585	\$253,585	-\$21,551	\$254,383	
Total 40571 GOLF PRO SHOP			\$814,047	\$810,426	\$810,426	-\$3,621	\$804,012	
40981 CONTINGENCY/GENERAL								
Policy Creation & Implementation	20	2	\$150,000	\$100,000	\$100,000	-\$50,000	\$100,000	Contingency reduction
Total 40981 CONTINGENCY/GENERAL			\$150,000	\$100,000	\$100,000	-\$50,000	\$100,000	
40982 CONTINGENCY/SALARY								
Special Events/Compensation Study	26	1	\$100,000			-\$100,000		Contingency reduction
Total 40982 CONTINGENCY/SALARY			\$100,000	\$0	\$0	-\$100,000	\$0	
40985 CONTINGENCY/SNOW REMOVAL								

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
Winter Snow Operations	20	2	\$50,000	\$50,000	\$50,000	\$0	\$50,000	
Total 40985 CONTINGENCY/SNOW REMOVAL			\$50,000	\$50,000	\$50,000	\$0	\$50,000	

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
40986 CONTINGENCY/COUNCIL								Reduction in one-time contingency funds. Return to previous level
Community Outreach and Citizen Engagement	22	1	\$250,000	\$50,000	\$50,000	-\$200,000	\$50,000	
Total 40986 CONTINGENCY/COUNCIL			\$250,000	\$50,000	\$50,000	-\$200,000	\$50,000	
40990 EMERGENCY CONTINGENCY								Emergency contingency added due to COVID-19
Emergency Management	22	1	\$90,000	\$90,000	\$250,000	\$160,000	\$250,000	
Total 40990 EMERGENCY CONTINGENCY			\$90,000	\$90,000	\$250,000	\$160,000	\$250,000	
42170 DESTINATION TOURISM								Reduction based off of spending patterns
Economic and Redevelopment	18	2	\$75,000	\$75,000	\$25,000	-\$50,000	\$25,000	
Total 42170 DESTINATION TOURISM			\$75,000	\$75,000	\$25,000	-\$50,000	\$25,000	
42180 SUNDANCE MITIGATION								Reduction based off of spending patterns
Special Events	20	2	\$320,000	\$320,000	\$302,600	-\$17,400	\$302,600	
Total 42180 SUNDANCE MITIGATION			\$320,000	\$320,000	\$302,600	-\$17,400	\$302,600	
42181 ECONOMIC DEVELOPMENT GRANT								
Economic Development Grant	12	4	\$10,000	\$10,000	\$10,000	\$0	\$10,000	
Total 42181 ECONOMIC DEVELOPMENT GRANT			\$10,000	\$10,000	\$10,000	\$0	\$10,000	
42182 PUBLIC ART								
Public Art	14	4	\$7,000	\$7,000	\$7,000	\$0	\$7,000	
Total 42182 PUBLIC ART			\$7,000	\$7,000	\$7,000	\$0	\$7,000	
42183 MENTAL HEALTH								
Mental Health	17	3	\$60,000	\$60,000	\$60,000	\$0	\$60,000	
Total 42183 MENTAL HEALTH			\$60,000	\$60,000	\$60,000	\$0	\$60,000	
42185 PSSM LONG TERM AGREEMENT								Reduction based off of spending patterns
Special Events	20	2	\$20,000	\$20,000		-\$20,000		
Total 42185 PSSM LONG TERM AGREEMENT			\$20,000	\$20,000	\$0	-\$20,000	\$0	
42190 MARSAC-SWEDE CONDO HOA								
Building Repairs and Maintenance	18	2	\$13,000	\$13,000	\$13,000	\$0	\$13,000	
Total 42190 MARSAC-SWEDE CONDO HOA			\$13,000	\$13,000	\$13,000	\$0	\$13,000	
42305 ABATEMENT								
Abatement Fund	19	2	\$48,688	\$48,688	\$48,688	\$0	\$48,688	
Total 42305 ABATEMENT			\$48,688	\$48,688	\$48,688	\$0	\$48,688	
42310 HISTORICAL INCENTIVE GRANT								
Historical Incentive Grant	10	4	\$127,136	\$127,136	\$127,136	\$0	\$127,136	
Total 42310 HISTORICAL INCENTIVE GRANT			\$127,136	\$127,136	\$127,136	\$0	\$127,136	
43010 BUSINESS IMPROVEMENT DISTRICT								
Business Improvement District	12	4	\$64,419	\$64,419	\$64,419	\$0	\$64,419	
Total 43010 BUSINESS IMPROVEMENT DISTRICT			\$64,419	\$64,419	\$64,419	\$0	\$64,419	
43303 MAIN STREET RDA								

Dept/BFO Program	Score FY 2021	Q's FY 2021	FY20	FY20 w/o One-time	FY21 w/ Cuts	Variance FY 2021	FY21 w/ Health, Utility & IFT	Explanation
Economic Development Grant	12	4	\$20,000	\$20,000	\$20,000	\$0	\$20,000	
Total 43303 MAIN STREET RDA			\$20,000	\$20,000	\$20,000	\$0	\$20,000	
43328 LOWER PARK AVENUE RDA								
Economic and Redevelopment	18	2	\$137,596	\$137,596	\$137,596	\$0	\$137,596	
Economic Development Grant	12	4	\$20,000	\$20,000	\$20,000	\$0	\$20,000	
Total 43328 LOWER PARK AVENUE RDA			\$157,596	\$157,596	\$157,596	\$0	\$157,596	

PARK CITY FEE SCHEDULE – Amended ~~November 21, 2019~~ May 26, 2020

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SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00
<i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i>	
Master Planned Development	\$560.00 per unit equivalent
Modification to an MPD	\$330.00 per unit equivalent

1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
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New residential construction ≥ 1000 sf
Commercial review

\$750.00 per application
\$200.00 per unit equivalent for the
first 10 units \$15.00/ue after

Non-Historic District/Site

New Residential - SF/Duplex
Multi-Family/Commercial

\$200.00 per application
\$100.00 per unit equivalent up to 10
units then \$15.00/ue after

Residential Additions
Commercial Additions

\$100.00 per application
\$100.00 per unit equivalent up to 10
units then \$15.00/ue after

- 1.1.7 Historic Review *
 Historic Design Review (no increase in existing area) \$210.00
 Historic Design Review (increase in existing area) \$1,030.00
 Determination of Significance \$350.00
 Certificate of Appropriateness for Demolition \$300.00
- 1.1.8 Land Management Code Review * \$2,000.00 per application
- 1.1.9 General Plan Amendment * \$2,000.00 per application
- 1.1.10 Sign Review
 Master Sign Plan Review \$320.00
 Amendment to Master Sign Plan \$120.00
 Individual sign permit \$120.00 (\$118.80) plus 1% state tax
 Sign permit under master sign plan \$130.00 (\$128.70) plus 1% state tax
 Temporary Sign Permit \$60.00 (\$59.40) plus 1% state tax
- 1.1.11 Annexation * \$5,850.00
 Annexation Fiscal Impact Analysis \$1,550.00
plus actual cost of City approved consultant fee
 Modification to Annexation Agreement \$4,150.00
- 1.1.12 Appeals Fees *
 Appeals to Board of Adjustment \$500.00
 Appeals to City Council \$500.00
 Appeals to Historic Preservation Board \$500.00
 Appeals to Planning Commission \$500.00
- 1.1.13 TDR – Development Credit Determination \$100.00
- 1.1.14 Refund of Withdrawn Planning Applications
 In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.
- 1.1.15 Reactivation Fee
 For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed
- 1.1.16 Attorney or Other Professional Services
 Reimbursement for actual expense incurred
- 1.1.17 Mailing Fee
 In addition to the Application Fee listed, the Applicant will also be responsible for a separate payment for the mailing of a property notice. A \$1.00 fee will be assessed per piece of mail that needs to be sent. The specifics on which Applications require property notices to be sent and to whom can be found in Land Management Code § 15-1-21, *Notice Matrix*.

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation

Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)

\$1.00 and up

1% of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, identical plans means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit

Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00

\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee

\$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00
Liquefied Petroleum Gases (heaters and devices) each additional unit	\$11.00
Liquefied Petroleum Gases on an active construction site (125+ gal)	\$130.00
Places of Assembly	\$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee \$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00

\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up 1% of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

* Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 **ENGINEERING FEES**

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

1.4 ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES

1.4.1 Civil Fee Schedule

Daily Violation Fee	\$100.00 per day
Re-inspection Fee	\$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 201920).

2.2.1.1 Single Family Residential

Meter Size	Base Rate	Meter Price
3/4"	\$50.55 <u>\$52.07</u>	\$801.94 <u>\$826.00</u>
1 "	\$68.24 <u>\$70.29</u>	\$921.69 <u>\$949.34</u>
1.5"	\$80.93 <u>\$83.36</u>	\$1,311.27 <u>\$1,350.61</u>

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	Base Rate	Meter Price
3/4"	\$65.52 <u>\$67.49</u>	\$801.94 <u>\$826.00</u>
1"	\$111.19 <u>\$114.53</u>	\$921.69 <u>\$949.34</u>
1.5"	\$237.53 <u>\$244.66</u>	\$1,311.27 <u>\$1,350.61</u>
2 "	\$495.35 <u>\$510.21</u>	\$2,319.38 <u>\$2,388.96</u>
3"	\$1,289.15 <u>\$1,327.82</u>	\$2,743.85 <u>\$2,826.17</u>
4"	\$2,340.35 <u>\$2,410.56</u>	\$4,781.26 <u>\$4,924.70</u>
6"	\$4,411.64 <u>\$4,543.99</u>	\$7,438.69 <u>\$7,661.85</u>
8"	\$7,597.24 <u>\$7,031.06</u>	\$11,172.43 <u>\$11,507.60</u>

2.2.1.3 Irrigation

Meter Size	Base Rate	Meter Price
3/4"	\$95.20 <u>\$104.72</u>	\$801.94 <u>\$826.00</u>
1"	\$161.10 <u>\$177.21</u>	\$921.69 <u>\$949.34</u>
1.5"	\$344.14 <u>\$378.55</u>	\$1,311.27 <u>\$1,350.61</u>
2"	\$717.67 <u>\$789.44</u>	\$2,319.38 <u>\$2388.96</u>
3"	\$1,867.58 <u>\$2,054.34</u>	\$2,743.85 <u>\$2,826.17</u>
4"	\$3,390.84 <u>\$3,729.92</u>	\$4,781.26 <u>\$4,924.70</u>
6"	\$6,391.87 <u>\$7,031.06</u>	\$7,661.85 <u>\$7,438.69</u>

2.2.1.4 Construction Base Rate: ~~\$302.58~~\$293.77

2.2.1.5 Necessitous Base Rate: \$4.45~~32~~

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$6. 4939	\$10. 4010	\$10. 9462	\$13. 764.17	\$16. 4190	\$28. 689.54
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$7. 4668	\$10. 1040	\$16. 4190	\$25. 7726.03
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
Price per 1,000 gallons	\$8. 859.12	\$13. 7114.12
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$10. 1011.11	\$16. 418.05
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000
2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction \$11.8812.24 per 1,000 gallons

2.2.2.6 Necessitous

The Necessitous Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

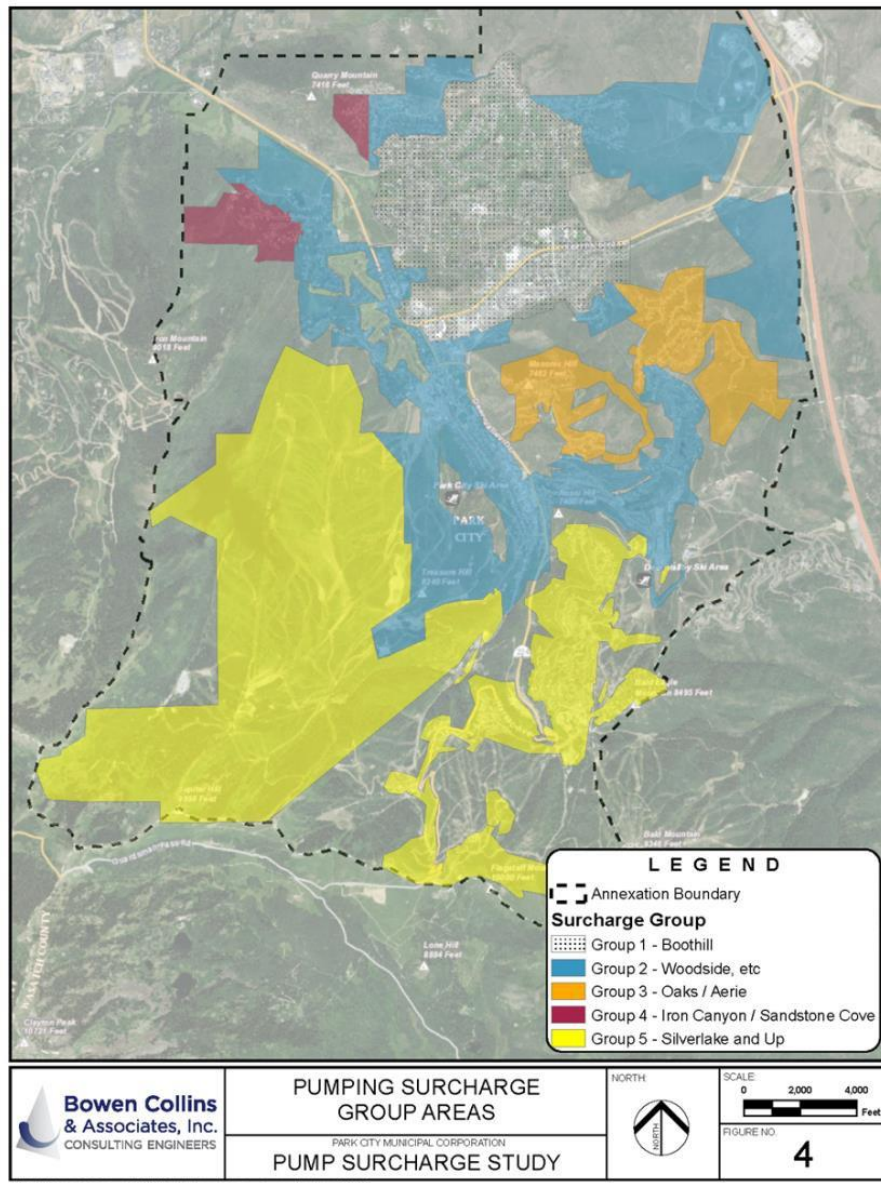
The City will honor the rates as they are set by a Council approved contract.

2.2.3 Energy Surcharge (For all water billed on or after July 1, ~~2019~~2020). All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,
		23,24,25,26,27,42,48,49,30,32
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,37,2,3,4,5,6,7,
		34,38,39,40,41



2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.55	\$0.55
2	\$0.53	\$0.80	\$1.33
3	\$1.19	\$1.12	\$2.31
4	\$1.59	\$1.31	\$2.90
5	\$2.30	\$1.65	\$3.95

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation
\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4 WATER SERVICE REINSTATEMENT FEE

The reinstatement fee shall be assessed at reconnection, based on the amount of time since the account was last active.

Time since last active	Amount
0-30 days	\$100.00
31-60 days	Two month's base rate as previously billed.
61-90 days or more	Three month's base rate as previously billed.

2.5 WATER METER TESTING FEE \$500.00 per test

2.6 WATER LABOR RATE \$50.00 per hour (rounded up to the nearest half hour)

2.7 WATER PARTS & SUPPLIES RATE Cost + 15% stocking fee

2.8 FIRE HYDRANT METER DEPOSIT FEE

2 Inch Meter	\$1,950.00
¾ Inch Meter	\$500.00
Fire hydrant wrench deposit fee	\$50.00
Meter Radio	\$200.00

2.9 RENTER DEPOSIT \$50.00

2.10 NON-MAILED SHUT-OFF NOTICE FEE \$75.00

2.11 IMPROPER WATER SHUT-OFF OR TURN ON \$250.00

2.12 STORMWATER FEE

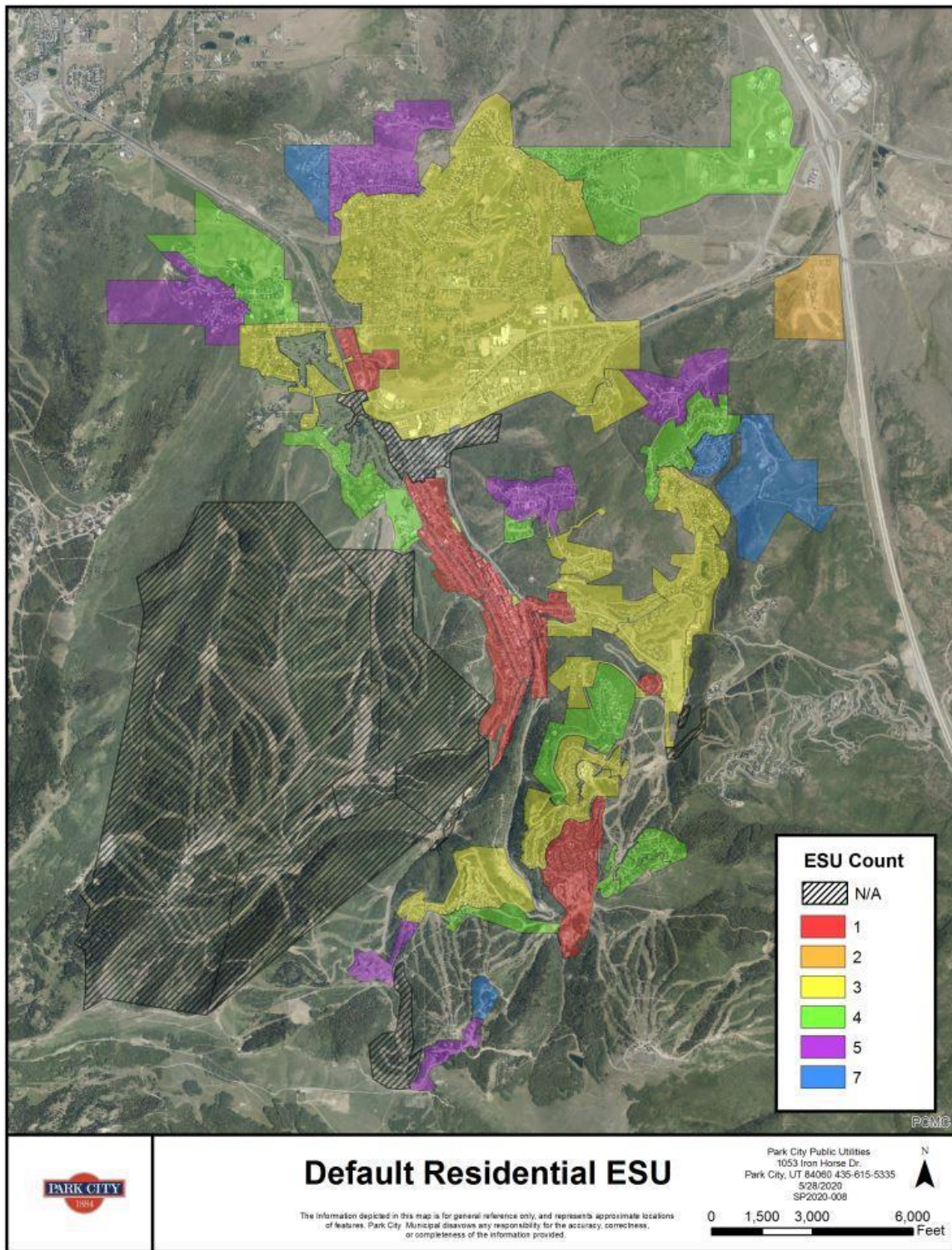
2.12.1 An Equivalent Surface Unit or ESU \$6.~~28~~47

2.12.1.1 Green Infrastructure Reduction

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2. ~~This reduction shall expire on June 30th, 2020.~~

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.



The default Residential ESU Map was updated to reflect the construction that has occurred in Park City Heights. A new average in the Phase I decreases the default ESU count of 4 to a default of 2. All other zones remain the same.

2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called in order to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1- 4.5.

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate	Unit of Measure		Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day		-	\$22.00	\$149.00	License
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom		-	\$17.00	\$149.00	License
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.		-	\$22.00	\$149.00	License
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.		-	\$22.00	\$149.00	License
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.		-	\$22.00	\$149.00	License

Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Ground Transportation Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License

Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$74.00	\$74.00	License
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	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renew-als	Rate New/Inspections	Unit of Measure
Alcoholic Beverage/ Single Event Alcoholic Beverage	\$27.92	Per License	\$12.50	Per License	\$45.58	Per License	\$100.00	\$100.00	License
Type 1 CSL	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	-	\$149.00	License
Type 2 CSL	\$288.00	Per License	\$125.00	Per License	\$45.58	Per License	-	\$372.00	License
Type 3 CSL	-	-	-	-	-	-	-	\$149.00	License
Outdoor Sales	*In addition to regularly issued business license							\$5.00	License
Outdoor Sales-Promotion by Merchants Association	*In addition to regularly issued business license							\$4.00	License
Outdoor Sales-Seasonal Plants								\$50.00	License

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

\$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.

\$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.

\$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.

\$50.00 Per year, per alarm for subsequent years or parts thereof.

5.3 Dispatching Fee

\$100.00 Per month for each private agency being dispatched from the City Communication Center.

5.4 Vehicle Impound Fee

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

5.5 Contract Law Enforcement Services

Police Officer (per employee, per hour - four hour minimum) \$75.00

Holiday (per employee, per hour - four hour minimum) \$165.00

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page*. Double-sided copies shall be charged as two pages. **For police records requests, see Section 6.6.*

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2008). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (i) and (ii).

(b) An hourly charge under this section may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (a) and (b), no charge may be made for the first quarter hour of staff time.

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the

individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

6.6 Requests for Police Records

\$10.00 per police report/traffic accident report
\$20.00 per CD (compact disc) of Video or Photographs
\$5.00 per printed color photograph
\$15.00 per fingerprinting request

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the meter system.

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

Effective July 1, 2019
\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019
\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.2 Fines for mobility disabled space violations are as

follows: Effective July 1, 2019
\$270.00 from the date of violation until fourteen (14) days following the violation, escalating to:
\$297.00 after 14 days;
\$326.00 after 30 days;
\$344.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$165.00 after 14 days;
\$181.00 after 30 days;
\$189.00 after 60 days

B. Fines for all other special event parking violations.

Effective December 15, 2017

\$145.00 from the date of violation until fourteen (14) days following the violation

\$145.00 after 14 days;
\$145.00 after 30 days;
\$145.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows:

Effective July 1, 2019

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019

\$35.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$38.00 after 14 days;
\$41.00 after 30 days;
\$43.00 after 60 days

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

Effective July 1, 2019

\$70.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$77.00 after 14 days;
\$84.00 after 30 days;
\$88.00 after 60 days

7.5 Fines for all other parking violations are as

follows: Effective July 1, 2019

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$44.00 after 14 days;
\$48.00 after 30 days;

\$50.00 after 60 days

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

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

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

Effective July 1, 2019

\$66.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$72.00 after 14 days;

\$79.00 after 30 days;

\$82.00 after 60 days

7.6 Parking Permits.

China Bridge Parking Permits –Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$400.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

Drop & Load Parking Permits - \$200 per vehicle annually, \$100 replacement permit Ground Transportation, Lodging and TNC Companies with a valid business license per Title 4-8 and Title 9 are eligible to purchase a parking permit(s) valid for Drop and Load areas during timeframes, seasons, Special Events, and locations as approved by the Parking Manager and City Manager. Drop and Load parking permits may be transferable between vehicles.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$60.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9th St): Daily rate of \$16.00 per space
Swede Alley: Daily rate of \$12.00 per space

Sandridge, South City Park, Residential Permit Zones:	Monthly rate of \$20.00 per space
a. Up to two spaces for vehicle parking with approved and active building permit	\$0.00
b. Pay station removal for construction.	\$1,000.00
c. Vehicle Permits	\$20.00 per space per month
Application Fee:	\$20.00
c. Dumpster or Equipment Permit	\$50.00 per space per month

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Garage and Surface Lot Parking Rates, Effective December 15, 2017:

Peak Season, December through April 15 and June through September

China Bridge:

11:00 a.m.-5:00 p.m. – FREE, no hourly
max 5:00 p.m.-Midnight – 1st hour FREE
\$3.00/hour after, no hourly max

Hourly rate may be modified, and may not exceed \$4.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m.-5:00p.m. – FREE, 4 hour max
5:00 p.m.-Midnight – \$3.00/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$4.00/hour

North Marsac:

AM-5:00 p.m. – FREE, 24 hour max
5:00 p.m.-Midnight – \$1.00/hour, 24 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge:

AM-5:00 p.m. – FREE, 72 hour max
5:00 p.m.-Midnight – FREE, 72 hour max

South Marsac:

AM-5:00 p.m. – FREE, 2 hour max
5:00 p.m.-Midnight – FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

6:00 a.m.-2:00 a.m. – FREE, 2 hour max

East Heber, between Main Street and Swede Alley:

6:00 a.m.-2:00 a.m. – Load Zone, 2 hour max.

Gateway top level:

FREE for Main Street permit holders

Non-Peak Season, April 15 through May and October through November

China Bridge:

11:00 a.m.-5:00 p.m. – FREE-No hourly max 5:00 p.m.-Midnight

– 1st hour FREE

\$1.00/hour after free first hour, no hourly max

Hourly rate may be modified, and may not exceed \$3.00/hour Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max

11:00 a.m.-5:00 p.m. – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$1.50/hour, 4 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

AM-5:00 p.m. – FREE, no hourly max

5:00 p.m.-Midnight – FREE, no hourly max

7.12 Meter rates are as follows:

Effective December 15, 2017

Peak Season

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$4.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$5.00/hour

Non-Peak Season

AM – FREE, no hourly max

11:00 a.m.-5:00 p.m. – \$1.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$1.50/hour

5:00 p.m.-Midnight – \$2.00/hour, 3 hour max

Hourly rate may be modified, and may not exceed \$3.00/hour

No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

Effective December 15, 2017 Tokens will no longer be an acceptable method of payment.

7.13 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.12 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities
- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published on the city's website. In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

8.3.5 Discounting Fees: The Recreation Services Manager may, at his or her discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Services Manager may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes	Resident	Visitor
Youth (3 to 17) 10 Punch	\$28.00	\$40.00
Adult 10 Punch	\$80.00	\$100.00
Senior & Military 10 Punch	\$60.00	\$70.00
Child Care 10 Punch (10 hrs.)	\$35.00	

Tennis & Pickleball Court Charges

Hourly Court Fees

	Indoor	Outdoor
Resident rate	\$32.00	\$12.00
Visitor rate	\$44.00	\$16.00

Pickleball Outdoor Court Time Passes

1 month	\$65.00
3 month	\$180.00

Other Tennis & Pickleball Fees

Private Lesson 1 hour	\$78.00
Private Lesson 1/2 hour	\$42.00

Semi Private Lesson 1 hour (Per person)	\$41.00
Group of 3 (Per person)	\$30.00
Group of 4 (Per person)	\$25.00
Clinic drop-in fee 1 hr	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Ball Machine per hour	\$12.00
Tennis Courts Non Athletic (Daily)	\$3,000.00

Daily Drop In

	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$6.00
Adult	\$8.00	\$15.00
Senior 65+ & Military	\$6.00	\$8.00
Fitness Classes	\$10.00	\$18.00
Senior/Military Fitness Classes	\$8.00	\$10.00

Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$45	\$22	\$67
3 Month	\$125	\$60	\$185
6 Month	\$232	\$108	\$340
12 Month	\$433	\$192	\$625

Senior 65+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$40	\$22.00	\$62
3 Month	\$112	\$60.00	\$172
6 Month	\$205	\$108.00	\$313
12 Month	\$375	\$192.00	\$567

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$82	\$38.00	\$120
3 Month	\$242	\$108.00	\$350
6 Month	\$393	\$182.00	\$575

12 Month	\$725	\$325.00	\$1,050
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PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65.00	\$125.00	
Half Gym	\$35.00	\$75.00	
Non Athletic			\$1,400.00

Fitness Studios	\$65.00 (for profit)	\$125.00 (for profit)
	\$35.00 (non-profit)	\$75.00 (non-profit)

Other Fees

Visitor 10 Punch Card	\$100.00
1 Month Visitor Pass	\$100.00
Child Care Per Hr.	\$4.00
Personal Training Daily Fee	\$25 per session
Personal Training Monthly Fee	\$400 per month
Personal Training Annual Fee	\$4,000 per year
Birthday Party	\$150.00
Party Room per hour	\$50.00

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18 hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees in order to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September
Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1110.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$350.00
Non-Resident Sr. Punch Pass	\$390.00
Corporate Pass	\$3,000.00
Resident 18 Hole	\$39.00
Resident 18 Hole with Cart	\$54.00
Utah Resident 18 Hole	\$48.00
Utah Resident 18 Hole with Cart	\$63.00
Non-Resident 18 Hole	\$55.00
Non-Resident 18 Hole with Cart	\$70.00
Resident 9 Hole	\$19.50
Resident 9 Hole with Cart	\$27.00

Utah Resident 9 Hole	\$24.00
Utah Resident 9 Hole with Cart	\$31.50
Non-Resident 9 Hole	\$27.50
Non-Resident 9 Hole with Cart	\$35.00
Resident Off-Season 18 Hole	\$28.00
Non-Resident Off-Season 18 Hole	\$32.00
Small Range Bucket	\$5.00
Large Range Bucket	\$10.00
Rental Clubs for 18 Holes (includes 6 golf balls)	\$50.00
Rental Clubs for 9 Holes (includes 3 golf balls)	\$25.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users.

Non-Resident Card Fees

Household	\$40.00 per year
Non-City Limits Visitor	Resident Card Fess Household (6 months) \$20.00
Students residing in Summit County	Free
Educators in Park City School District	Free
Wasatch County Student Cards	\$15.00 per year
Organization card - non-profit	\$45.00 per year
Organization card - for-profit	\$55.00 per year
Interlibrary Loans	\$1.00 charge per item

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$1,000	\$1,000
Removal of infant for interment outside cemetery	\$360.00	\$360.00

Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 60.00	\$90
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
- Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
- Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
- Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basemen	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

****a** \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

*****a** \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows:

- Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.
- Group 2: Activities during Library hours which are open for public participation but charge a fee for entry or activities which are closed to the public.
- Group 3: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees
- Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3 4	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	\$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental

date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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Youth = 6-17 year olds; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

Public Skate – 5 years & under	Free	Free
Public Skate – youth & adult	\$6.00	\$10.00
Cheap Skate (includes skate rental)	\$6.00	\$10.00
Group Rates (20+) includes skate rental	\$6.00	\$10.00
School Rate – includes skate rental	\$6.00	\$10.00
Skate Rental	\$4.00	\$4.00
Drop-in Hockey - youth	\$8.00	\$12.00
Drop-in Hockey - adult	\$10.50	\$14.00
Coached Drop-in Hockey – adult	\$12.50	\$16.00

Coached Drop-in Hockey – youth	\$10.00	\$13.00
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*Goalies may play for free during Stick & Puck if they are available for others to shoot on and not in a lesson. Goalies can play Drop-in program for free if there is space available. The respective Drop-in hockey fee applies if the goalie is in a lesson or would like to reserve their spot.

Freestyle- 5 & Under, Only in lesson (punch card only)	\$50.00	\$50.00
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Freestyle- y Youth	\$8.00	\$12.00
Freestyle- a Adult	\$10.50	\$14.00

Drop-in Curling	\$20.00	\$24.00
Drop-in Broomball	\$14.00	\$18.00
Broomball Rental (individual)	\$3.50	\$3.50
Drop-in Skating Class	\$15.00	\$18.00

Off-Ice Programming:		
Strength & Conditioning, Ballet, Skate Treadmill	\$11.50	\$14.00
Visiting Coach Fee	\$16.00	\$16.00
Curling Instructor Fee	\$50/per hour/per instructor	

10 Session Punch Cards

Punch cards are available for Public Skate, Drop-in Hockey and Freestyle sessions at a discount equal to \$.50 per session. Punch card fees are adjusted to reflect the admission of residents and non- residents. Punch cards are also available for skate sharpening with no discount simply, for convenience. Punch cards should be paid in full at the time of purchase. If the balance on a punch card is not paid in full within 7 calendar days (one week) a 10% late fee will be applied.

Annual Passes

Platinum (Freestyle, Off-Ice, Public Skate, Skate Sharpening)

Single Annual Payment	\$4,750
Semi Annual Payment	\$4,900

Bronze (Public Skate):

Family (Up to 4 family members)	\$550
Additional Family Member	\$50
Adult	\$260
Youth (6-17 year olds/Senior +65 years)	\$190

Hourly Ice

Tax Exempt User Groups*/Employees	\$200
Local Rate (<u>Summit or Wasatch County Resident</u>)	<u>\$215</u> 225
<u>Non Resident, Not for Profit</u>	<u>\$250</u>
Camp	\$290 <u>300</u>
For-profit	\$375

**User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).

Room Rental

Multi-purpose Rooms \$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

Birthday Parties

Basic Package \$175
Super Star Birthday Package \$300
Instructor \$50/per 30 minutes

Equipment (per hour)

Broomball \$50
Curling \$50/hour/lane
Hockey (non-program rental) \$10/week
Dividers \$25

Cleaning Event Fees

Rentals 1-50 people \$50
Rentals 51-100 people \$100
Rentals 101+ people \$200
Bleachers \$200/day
Catering Fee \$150
Scheduling Impact Fee \$150

Skate Services

Fees listed below are for services requested for 24 hours or more. An additional fee may be paid for services requested within 24 hours. Punch cards available for overnight services only. There is no discount for skate sharpening punch cards, they are available for convenience. Pre-payment is required for all skate sharpening.

Hockey Skate Sharpening ~~\$85.50~~
~~Goalie Skate Sharpening \$6.50~~
Figure Skate Sharpening ~~\$7.50~~ \$10.00
Custom Radius ~~\$20.00~~ \$30.00
Figure Skate Sealing \$30.00
Rivets Replacements ~~\$2.50~~
Figure Skate Blade Mounting (per pair) \$25.00
Skate Fitting (without purchase) \$20.00

Locker Rental (Annual Fee)

	<u>First Floor</u>	<u>Second Floor</u>
Regular Locker	\$180	\$130
Large Locker	\$210	\$160

Gate Fees

The Park city Ice Arena will take 25% of any gate fees collected for an event.

Advertising Fees and Sponsorship Fees

Dasher Board Ads \$1,600
Wall Banners \$2,500
Glass Decals \$400
Program Sponsorship Varies by program

Note: All user groups will receive a free dasher board ad on the east side to promote their activity. They can sell the ad, acknowledge their sponsors or promote their program.

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

9.3. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.4. Discounting Fees: The Ice Arena Manager may discount fees when:

- a. Offering special promotions designed to increase use.
- b. Trying to fill non-prime time.
- c. Introducing new programs or activities.
- d. Playing conditions are below standard due to weather or facility disrepair.

9.5. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties and submit an application. Program fees may be discounted up to 75% off for students in the Park City School District who qualify for free or reduced lunch. Fees may be discounted for specified youth and adult programs based on an individual's Average Median Income (AMI). Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

9.6 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District. A service charge of 2% will be applied to credit card charges over \$5,000.

FULL COMPLEX RATES						
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium SOC	\$500	\$200	\$100	\$50		
PCSC multipurpose	\$375	\$200	\$100	\$50	\$1,600	\$1,000
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50		
PCHS SB	\$375	\$100	\$75	\$50		
PCHS LL	\$375	\$100	\$75	\$50	\$800	\$575
North 40 North	\$375	\$250	\$100	\$50		
North 40 South	\$375	\$250	\$100	\$50		
					\$500	\$350
City Park	\$375	\$250	\$100	\$50	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMJHS	\$375	\$100	\$75	\$50	\$800	\$575
Stakeholder Fee						\$200 per team per season youth

Non-exclusive Commercial Use of Outdoor Recreation Facilities

	Per Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500

Volleyball Court Fees (per court)	\$30.00/hr. Res.	\$50.00/hr. NonRes
	\$120.00/day Res	\$200.00/day NonRes
(2 courts)	\$200.00/day Res	\$300.00/day NonRes
Stakeholder Fee	\$300.00/team/season - adult	
Additional Restroom Cleaning	\$30.00 per clean	
Additional Field Prep (Softball/Baseball)	\$95.00 per field	
Special Field Prep (Low grass Cut)	\$1,000.00 per field	
Field Set Up (Lacrosse, Soccer, Football)	\$200.00 per field	
Lights - PCSC & City Park	\$20.00 per hr.	

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity

- 10.1 Fee for in lieu of providing public parking \$40,000.00 per stall
- 10.2 Returned Check Charge: \$25.00

10.3	<u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	\$53.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	\$93.25
10.5	<u>Banner Installation</u>	
	Street Banner Installation-entire Main	\$648.70
	Street Banner Installation-every other Main	\$486.55
	Street Banner Installation-every 3rd	\$324.35
	Street banner Installation- Roundabout	\$346.65
	Street Banner Installation- Kearns	\$1,431.00 (Includes
	state permit, barricades and signage, required during install and takedown)	
10.6	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl. operator)	\$47.70
	Pavilion Cleaning	\$157.95
	Trash Removal	\$33.90
	(public property only - not provided for private property)	
	Extra Trash Cans	\$6.75
	Trash Bags	\$2.10
10.7	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$75.00 Holiday
	(per employee, per hour - four hour minimum)	\$165.00
	Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
	Mobile Command Trailer (each additional day)	\$100.00
10.8	<u>Parking Reservation Fees (Parking Department)</u>	
	Application Fee	\$22.25
	Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
	Swede Alley Parking Space (per space, per day)	\$13.25
10.9	<u>Barricades (cost per barricade)</u>	
	Crowd Control Barricades	\$5.90
	Portable Electronic Sign/Message Board (per day)	\$151.20
	Temporary Signs (each)	\$18.50
	Street Barricades (per day)	\$1.40
10.10	<u>Dumpsters</u>	
	8 Yard (delivery + haul off fee)	\$210.00
	30 yard (delivery + haul off fee)	\$210.00
	Landfill fee for 30 yard dumpster (per ton)	\$35.00
10.12	<u>Streets Equipment and Materials Equipment (2</u>	
	hour min. - billable rate is portal to portal,	
	cost includes operator, fuel, maintenance)	
	Large Loader (per hour, 1 staff)	\$103.20
	Small Loader (per hour, 1 staff)	\$71.95
	Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
	Unimog with Snow Blower (per hour, 1 staff)	\$180.20
	Unimog Snowplow (per hour, 1 staff)	\$88.35

Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05

10.13 Materials

Salt (per ton)	\$45.00
Road base (per ton)	\$18.00
Sand (per ton)	\$16.00
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95

10.14 Personnel (total compensation per employee, per hour, during regular business hours)

Parks Department (PCMC Parks employee)	\$38.50
Streets Department (Streets employee)	\$38.50
Special Events Department (staff)	\$42.25
Cleaning Labor – restrooms, buildings and other (contract labor)	\$28.00

10.15 Special Event Application Fee (Processing and Analysis)

Level Five Event	\$640.00
Level Four Event	\$320.00
Level Three Event	\$160.00
Level Two Event	\$ 80.00
Level One Event	\$ 40.00
First Amendment Event	\$ 40.00
Film Permit Application Fee	\$ 80.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day

Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

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

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

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

10.18 Credit Card Transaction Fees

Effective July 1, 2019, there will be a 2.00% service fee for all non-utility credit card payments equal to or greater than \$5,000.

SECTION 11. MUNICIPAL ELECTION FEES

11.1 Fees for municipal elections are as follows:

\$150.00 Mayoral filing fee
\$100.00 Council filing fee

Category	RFP Description of Service	Applicant	FY2020 Past Award	FY2021 Requested Amount	FY2021 Recommened Amount
Education	Support affordable daycare services for the City's workforce families. There is great demand from working families in Park City for quality, affordable childcare. For after school education operating hours should take place directly after school ends and run consistently and regularly.	PC Education Foundation	\$50,000	\$50,000	\$50,000
		PC Tots	\$45,000	\$50,000	\$50,000
Emergency Assistance	There is a compelling need in Park City for serving the emergency needs of low-income individuals and families, particularly among the Latinx community. Programs may coordinate services for those looking to improve their economic status and/or experiencing unemployment, (e.g., legal aid, immigration, workforce services, etc.).	Holy Cross Ministries	\$10,000	\$20,000	\$10,000
		Jewish Family Service	\$10,000	\$10,000	\$10,000
		Christian Center	\$25,000	\$60,000	\$30,000
Food Pantry	In Park City there are many individuals and families who go hungry on a daily basis. Thus a food pantry service that provides free food has been identified as a core need to the community.	Christian Center	\$12,500	\$10,000	\$10,000
Medical Treatment	Support the medical and mental health needs of those in Park City who are uninsured, this would include services such as diagnosis, treatment, screening, referrals to specialist and social agencies, educational programs, physical therapy, and women's health programs. In addition, connect those in need to other health care resources in the area.	Jewish Family Service	\$10,000	\$10,000	\$10,000
		People's Health Clinic	\$40,000	\$55,000	\$40,000
Safe Haven	Provide a safe haven for individuals and families seeking shelter. Work to ensure safety, comfort, and resources for each person in need of help. Through prevention, awareness, and outreach strive to bring knowledge and resources to community including domestic violence shelter and therapy.	Peace House, Inc.	\$35,000	\$75,000	\$40,000

Available Funding		Totals	\$237,500	\$340,000	\$250,000
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\$250,000

\$0

CHAPTER 5 - CONTRACTS & PURCHASING POLICY

PART I - PUBLIC SERVICE CONTRACTS (AMENDED MAY ~~2019~~2020)

As part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City. Depending upon the type of service category, payment terms of the contracts may take the form of cash payment and/or offset fees or rent relating to City property in exchange for value-in-kind services. The use of the public service contracts will typically be for specific services rendered in an amount consistent with the current fair market value of said services.

A. Public Service Fund Distribution Criteria

In order to be eligible for a public service contract in Fund Categories 1-3, organizations must meet the following criteria:

1. **Criterion 1: Accountability and Sustainability of Organization** - The organization must have the following:
 - a. Quantifiable goals and objectives.
 - b. Non-discrimination in providing programs or services.
 - c. Cooperation with existing related programs and community service.
 - d. Compliance with the City contract.
 - e. Federally recognized not-for-profit status.
2. **Criterion 2: Program Need and Specific City Benefit** - The organization must have the following:
 - a. A clear demonstration of public benefit and provision of direct services to City residents.
 - b. A demonstrated need for the program or activity. Special Service Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.
3. **Criterion 3: Fiscal Stability and Other Financial Support** - The organization must have the following:
 - a. A clear description of how public funds will be used and accounted for
 - b. Other funding sources that can be used to leverage resources.
 - c. A sound financial plan that demonstrates managerial and fiscal competence.
 - d. A history of performing in a financially competent manner.
1. **Criterion 4: Fair Market Value of the Services** - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

B. Total Public Service Fund Appropriations

The City may appropriate up to 1 percent of the City's total budget for public service contracts for the Special Service Contract and Rent Contribution Categories described below. However, the annual budget for special service contracts will be approved by Council during the budget process. In addition, the City appropriates specific dollar amounts from other funds specifically related to Historic Preservation as described below:

C. Fund Categories and Percentage Allocations

For the purpose of distributing Public Service Funds, public service contracts are placed into the following categories:

1. Special Service Contracts

a. Regular Services

- ~~o Community Art & Culture~~
- ~~o Park City History and Visitor Services~~
- o Sister City Administration
- o Trails Management
- ~~o Waste/Recycling Management~~
- ~~o Education~~
- ~~o Housing~~
- ~~o Legal Mediation~~
- ~~o Safe Haven~~
- ~~o Food Pantry~~
- ~~o Medical Treatment~~
- o Emergency Assistance

b. Social Equity

- ~~o Childhood Care & Development~~
- ~~o Medical Treatment~~
- ~~o Emergency Assistance~~
- ~~o Food Pantry~~
- ~~o Legal Mediation Services~~
- ~~o Housing Outreach & Education~~
- ~~o After School Education~~
- o Inclusion
- ~~o Safe Haven~~
- ~~o Additional services related to Social Equity Strategic Plan~~

c. Innovation Grants

2. Rent Contribution

3. Historic Preservation

~~A percentage of the total annual~~ budget (which shall not exceed 1 percent) will be allocated for contracts in the Special Service Contract and Rent Contribution categories by the City Council. A specific dollar amount is allocated to Historic Preservation based on funds available from the various Redevelopment Agencies.

The ~~category percentage~~ allocation could vary from year-to-year, depending on Council discretion. In addition, as the City's budget fluctuates (up or down) due to economic conditions, the dollar amounts applied to each category may fluctuate proportionally. Unspent fund balances at the end of a year will not be carried forward to future years. It is the intent of the City Council to appropriate funds for specific ongoing community services and not fund one-time projects or programs.

D. Special Service Contracts

A portion of the budget will be designated for service contracts relating to services that would otherwise be provided by the City. ~~Special services that fall into this category would include, but not be limited to the following: community art & culture, Park City history and visitor services, sister city administration, trails management, waste/recycling management, childhood care & development, medical treatment, emergency assistance, food pantry, legal mediation services, housing outreach & education, and safe haven. More categories will be added to social equity services based off of the Social Equity Strategic Plan.~~ To the extent possible, individual special services will be delineated in the budget.

Service providers are eligible to apply for a special service contract every two or four years. Those services deemed as "regular" will be every four years, while those under the "social equity" category will be every two years. ~~every biennial budget process, with the exception of innovation grants which could run from one to three years.~~ The City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City Staff. The City reserves the right to accept, reject, or rebid any service contracts that are not deemed to meet the needs of the community or the contractual goals of the service contract.

Each special service provider will have a special service contract with a term of two or four years. Half of the total contract amount will be available each year. Eighty percent of each annual appropriation will be available at the beginning of the fiscal year, with the remaining 20 percent to be distributed upon demonstration through measures (quality and quantity) that the program has provided public services meeting its goals as delineated in the public service contract. The disbursement of all appropriations will be contingent upon council approval. Special service providers will be required to submit current budgets and evidence of contract compliance (as determined by the contract) by March 31 of the first contract year.

The City reserves the right to appoint a citizen's task force to assist in the competitive selection process. The task force will be selected on an ad hoc basis by the Service Contract Subcommittee.

All special service contract proposals must be consistent with the criteria listed in this policy, in particular criterion 1-4.

Innovation Grants: City council intends to provide the community with a meaningful venue to deliver unique and innovative ideas focused on tackling the City's challenges. These solutions may focus on the Community Critical Priorities of energy, housing, transportation, and social equity, but may be related to any initiative the City deems worthwhile. Grants would provide an organization with seed money to create programs or start initiatives, but would not serve as a long-term funding solution for non-profits. Innovation grants will typically have distributions ranging from 1-3 years.

Deadlines: All proposals for Special Service Contracts must be received no later than March 31. A competitive bidding process conducted according to the bidding guidelines of the City may set forth additional application requirements. If there are unallocated funds, extraordinary requests may be considered every six months during the two-year budget cycle, unless otherwise directed by Council.

Extraordinary requests received after this deadline must meet all of the following criteria to be considered:

1. The request must meet all of the normal Public Service Fund Distribution Criteria and qualify under one of the existing Special Service Contract categories;
2. The applicant must show that the requested funds represent an unexpected fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate that other possible funding sources have been exhausted.

E. Rent Contribution

A portion of the Special Service Contract funds will be used as a rent contribution for organizations occupying City-owned property and providing services consistent with criterion 1-4 pursuant to the needs and goals of the City. To the extent possible, individual rent contributions will be delineated in the budget. Rent contributions will usually be memorialized by a lease agreement with a term of five years or less, unless otherwise approved by City Council.

The City is required to make rent contributions to the Park City Building Authority for buildings that it occupies. Qualified Organizations may enter into a lease with the City to occupy City space at a reduced rental rate pursuant to criterion 1-4. The difference between the reduced rental rate and the rate paid to the Park City Building Authority will be funded by the rent contribution amount. Rent Contribution lease agreements will not exceed five years in length unless otherwise directed by the City Council. Please note that this policy only applies when a reduced rental rate is being offered. This policy does not apply to lease arrangements at "market" rates.

F. Historic Preservation

Each year, the City Council may appropriate a specific dollar amount relating to historic preservation. The City Council will appropriate the funding for these expenditures during the annual budget process. The funding source for this category is the Lower Park Avenue and Main Street RDA. The disbursement of the funds shall be administered pursuant to applications and criteria established by the Planning Department, and awarded by the City Council consistent with UCA § 17A-3-1303, as amended. In instances where another organization is involved, a contract delineating the services will be required.

G. Exceptions

Rent Contribution and Historic Preservation funds will be appropriated through processes separate from the biennial Special Service Contract process and when deemed necessary by City Council or its designee.

The Service Contract Sub-Committee has the discretion as to which categories individual organizations or endeavors are placed. Any percentage changes to the General Fund categories described above must be approved by the City Council. All final decisions relating to public service funding are at the discretion of the City Council.

Nothing in this policy shall create a binding contract or obligation of the City. Individual Service Contracts may vary from contract to contract at the discretion of the City Council. Any award of a service contract is valid only for the term specified therein and shall not constitute a promise of future award. The City Council reserves the right to reject any and all proposals, and to waive any technical deficiency at its sole discretion. Members of the City Council, the Service Contract Sub-Committee, and any Advisory Board, Commission or special committee with the power to make recommendations regarding Public Service Contracts are ineligible to apply for such Public Service Contracts, including historic preservation funds. City Departments are also ineligible to apply for Public Service Contracts. The ineligibility of Advisory Board, Commission and special committee members shall only apply to the category of Public Service Contracts that such advisory Board, Commission and special committee provides recommendations to the City Council. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

PART II - CONTRACTING AND PURCHASING POLICY

A. Purpose

These rules are intended to provide a systematic and uniform method of purchasing goods and services for the City. The purpose of these rules is to ensure that purchases made and services contracted are in the best interest of the public and acquired in a cost-effective manner.

Type	RFP		Term	Service	Description	Delay
	Issued by:	Reviewed by:				
Regular	Economy	Economy	4 Years	Park City History Services	Support operation of Historical Museum on Main Street including the research library for property owners, visitors and City staff conducting historic research on Park City.	N
Regular	Executive	Executive	4 Years	Sister City Administration	Support for administering and facilitating programs tied to fostering the City's relationship with our Sister City, Courchevel, France.	N
Regular	Economy	Economy	4 Years	Trails Management	Support for the preparation and grooming of public, multi-use, non-motorized winter trails.	N
Regular	Env Sust	Env Sust	4 Years	Waste/Recycling Management	Supplement the county's recycling program with collections for glass, building materials, electronics and hazardous materials. This may include community collection events and education.	N
Regular	Housing	Housing	4 Years	Housing	Provide housing website and maintain a free listing of available affordable rental properties, forms, roommate requests and valuable assistance in locating affordable rentals. Maintain a central database that pulls from all regional sources to provide information on affordable for-sale units, waitlists, and the qualification and application process for people in need of housing.	N
Regular	City Attorney's Office	City Attorney's Office	4 Years	Legal Mediation	Provide mediation for small claims cases, and free or low cost mediation in other cases to enable parties to settle disputes in an effective collaborative manner.	N
Regular	Budget	SSC Committee	4 Years	Safe Haven	Provide a safe haven for individuals and families seeking shelter. Work to ensure safety, comfort, and resources for each person in need of help. Through prevention, awareness, and outreach strive to bring knowledge and resources to community including domestic violence shelter and therapy.	N
Regular	Budget	SSC Committee	4 Years	Education	Support affordable education or daycare services for the City's workforce families. There is great demand from working families in Park City for quality, affordable educational opportunities for children. For after school education operating hours should take place directly after school ends and run consistently and regularly.	N
Regular	Budget	SSC	4	Food Pantry	In Park City there are many individuals and families who go hungry	N

		Committee	Years		on a daily basis. Thus a food pantry service that provides free food has been identified as a core need to the community.	
Regular	Budget	SSC Committee	4 Years	Medical Treatment	Support the medical health needs of those in Park City who are uninsured, this would include services such as diagnosis, treatment, screening, referrals to specialist and social agencies, educational programs, physical therapy, and women's health programs. In addition, connect those in need to other health care resources in the area.	N
Regular	Budget	SSC Committee	4 Years	Emergency Assistance	There is a compelling need in Park City for serving the emergency needs of low-income individuals and families, particularly among the Latinx community. Programs may coordinate services for those looking to improve their economic status and/or experiencing unemployment, (e.g., legal aid, immigration, workforce services, etc.).	N
Special	Budget	SSC Committee	2 Years	Housing Outreach & Education	Provide program to mentor and educate Park City individuals and families in process to secure housing as well as assist seasonal employees to find temporary housing.	Y
Special	Budget	SSC Committee	2 Years	After School Education	Provide students with learning and enrichment opportunities outside of the regular school day to help overcome disparities. Operate an after school extended learning service, activity, or program that benefits lower to middle income children. Demonstrated capacity to help working families.	Y
Special	Budget	SSC Committee	2 Years	Inclusion	Strive for cultivating a community that engages diverse perspectives, differing ideas, and individuals from different backgrounds to help shape culture and reduces disparities. Increase the community's capacity to create inclusive and diverse cultural, arts, and/or entertainment experiences that seek to reduce inequities in the community. Enhance communication and outreach methods that improve diverse voices and perspectives of underserved or underrepresented groups in the community. Advance adult education and entrepreneurship programs to promote career mobility.	Y

Ordinance No. XX-XX

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,
AND STATUTORY OFFICERS FOR FISCAL YEAR 2020 – 2021
IN PARK CITY, UTAH**

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

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

WHEREAS, a public hearing was duly advertised and held on June 11 and 18, 2020;

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

SECTION 1. REPEALER: All previous compensation ordinances regarding elected and statutory officers hereby are repealed.

SECTION 2. COMPENSATION FOR MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS ADOPTED: The following salary levels are hereby adopted:

	<u>FY 2020-2021</u>
Mayor	\$45,366.72 per year
City Council	\$23,435.04 per year
City Manager	\$137,000- \$174,991 per year
City Attorney	\$130,000 - \$163,404 per year
City Treasurer	\$64,000 - \$89,747 per year
City Engineer	\$99,000 - \$124,086 per year
City Recorder	\$58,000 - \$79,039 per year

SECTION 3. BENEFITS: The Mayor and each member of the City Council shall receive family medical insurance. This benefit may be received as cash in lieu of the insurance coverage. The Mayor shall also receive \$250 per month in car allowance. In addition, the Mayor and Mayor Pro-Tem. shall receive \$100 per wedding performed. Statutory officers are eligible for all benefits available to regular FTE, unless otherwise determined by the Mayor and City Council.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective on publication and shall apply retroactively to July 1, 2020.

PASSED AND ADOPTED this 18th day of June, 2020

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Josh Miller

Submitting Department: Budget, Debt & Grants

Item Type: Ordinance

Agenda Section:

Subject:

Council Compensation Ordinance

(A) Public Hearing (B)Continue to June 18, 2020

Suggested Action:

Attachments:

[Council Compensation FY21 Ordinance](#)

Ordinance No. XX-XX

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PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2020-23, an Ordinance Approving the Snow Park Residences Condominium Plat at 2290 Deer Valley Drive East, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[St. Regis Condo Plat Staff Report and Ordinance](#)

[Exhibit A: St Regis 1st Amended HMP 8-2019](#)

[Exhibit B: Deer Crest Settlement Agreement](#)

[Exhibit C: CUP Action Letter 4.18.16](#)

[Exhibit D: Deer Valley Twelfth Amended and Restated MPD](#)

[Exhibit E: Parking and Unit Equivalent Analysis](#)

[Exhibit F: St. Regis Parking Phases](#)

[Exhibit G: Phase 2 Square Footage Calculations](#)

[Exhibit H: Email from Applicant Re St. Regis Trails at Snow Park](#)

City Council Staff Report

Subject: Snow Park Residences Condominium Plat **PLANNING DEPARTMENT**
Author: Alexandra Ananth - Senior Planner
Date: June 11, 2020
Type of Item: Administrative – Condominium Plat

Project Number:	PL-20-04471
Applicant:	SRDV Partners, LLC
Location:	2290 Deer Valley Drive East
Zoning:	Residential Development (RD-MPD)
Adjacent Land Uses:	Ski resort and related uses, hotels/condominium units, open space, single-family residences and lots, parking
Reason for Review:	Condominium Plats require Planning Commission review and City Council approval

Recommendation

Staff recommends the City Council hold a Public Hearing for the Snow Park Residences Condominiums Plat located at 2290 Deer Valley Drive East and consider approving the Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Draft Ordinance.

Executive Summary

This is an application for the Snow Park Residences Condominium Plat, Phase 2 of the larger St. Regis Deer Valley project. The Snow Park Residences includes a four-story condominium building with one (1) level of underground parking, nine (9) condominium units, meeting space, and support commercial space.

In accordance with the St. Regis' Housing Mitigation Plan (Exhibit A), two (2) employee units will also be constructed as part of Phase 2, one (1) in the Phase 2 building and one (1) in the existing funicular building.

At their regularly scheduled meeting on April 22, 2020, the Planning Commission held a Public Hearing on the Condominium Plat. No public input was received at or prior to this meeting. The Commission voted unanimously to forward a positive recommendation for City Council consideration. The minutes from this meeting can be found [here](#) (beginning on page 23). The Staff Report from this meeting is available [here](#). At the applicant's request this item was continued from the May 14, 2020, City Council meeting to the June 11, 2020 meeting.

Background

The St. Regis Hotel is located at 2300 Deer Valley Drive East and consists of two (2) parcels, the Roosevelt Gap parcel (the upper hotel parcel) and the Snow Park parcel (lower funicular parcel). The hotel property (upper parcel) has access via the funicular (lower Snow Park parcel) on Deer Valley Drive East, as well as from Deer Crest Estates Drive within the Deer Crest gates.

The property is subject to the 1995 Deer Crest Settlement Agreement (Exhibit B), the 2001 Deer Crest Hotel Conditional Use Permit (known as the Rosewood CUP or “Hotel CUP” for the purposes of this Staff Report) and the 2011 Amenity Club Conditional Use Permit, which was recently amended to expand the membership cap and allow 2,183 square feet within the Phase 2 building to be used as Amenity Club space.

Consistent with the Settlement Agreement, the 2001 Hotel CUP allows a total density of 130 residential Unit Equivalents (UE’s) with 99.5 UE’s at Roosevelt Gap and 30.5 UE’s at Snow Park. All of the UE’s at Roosevelt Gap and 1 Unit (plus 2 Deed Restricted Units) at Snow Park have been constructed. The remaining, 29.5 UE’s, at Snow Park will be constructed with Phases 2 and 3 of the Hotel CUP.

Construction of the first phase (the Hotel) was completed in November of 2009 and included 105 Condominium/Hotel rooms, a restaurant, bar, and spa and the funicular buildings at Snow Park.

The applicant is currently in the process of building Phase 2 of the Hotel, just south of the existing funicular building. This second phase consists of approximately 12.2 UE’s.

Phase 3 will be located north of the funicular building on an existing surface parking lot and will include a parking structure with condominium units above, and approximately 17 UE’s. It is a Condition of Approval of the 2016 amendment to the Hotel CUP that a complete building permit application for Phase 3 be submitted by December 31, 2020, or their CUP approval for Phase 3 shall expire (Exhibit C).

Analysis

The proposed Condominium Plat has been reviewed for compliance with the following Land Management Code Sections: [15-4-12](#), [15-7.1-3\(C\)](#), [15-12-15\(B\)\(9\)](#).

The Snow Park Residences are located in the Residential Development (RD) zone but the upper hotel parcel is located in the Recreation Commercial (RC) zone. The Snow Park parcel is also subject to the Deer Valley Large Scale Master Planned Development Permit (DV MPD). The DV MPD was originally approved in September 1977, and has been amended and restated twelve (12) times. The most recent Twelfth Amendment was approved on November 30, 2016 (Exhibit D).

The Housing Authority approved an overall housing obligation equal to 12 AUEs for the St. Regis. A total of 9.865 AUEs were satisfied in Phase 1 of the project. Two (2) rental

units totaling 1,492 SF (1.865 AUEs) were incorporated within the funicular building as part of Phase 1. Eight (8) units were fulfilled through payment of an in-lieu fee totaling \$692,880. The remaining obligation of 2.135 AUEs (1,708 SF) are to be incorporated into Phases 2 and 3 of the project also allowing that one (1) AUE may be fulfilled off site.

In August 2019 the Housing Authority approved a 1st Amendment to the Housing Mitigation Plan (Exhibit C) that splits the remaining AUE requirement proportionally between Phases 2 and 3. Phase 2 has an obligation to provide 1.135 AUE's (908 SF), and Phase 3 has an obligation to provide 1 AUE (800 SF). Phase 2 AUE's must be fulfilled prior to the issuance of Certificates of Occupancy for any of the Phase 2 market units and the fulfillment of AUEs for Phase 2 must be built on Site. The applicant is locating one (1) 449 SF AHU in the new Phase 2 building on the second floor (AHU-1) and is creating one (1) new affordable unit (459 SF) in the funicular building adjacent to the two (2) existing affordable units in this building already, in an area that used to be used as an office and hotel storage, fulfilling their obligation.

Parking is required based on LMC requirements in effect at the time of building permit application. A detailed parking analysis was done in 2016 for the CUP when the timing of Phases 2 and 3 was addressed. The nine (9) residential units in Phase 2 require 18 parking stalls plus one for each of the two (2) affordable units. A proposed restaurant use in this building requires 12 additional parking stalls bringing the total parking requirement to 32 stalls. The underground parking garage for the Phase 2 building accommodates 35 parking stalls meeting the requirement. Amenity Club space has no parking requirement. Support Commercial and Meeting Space are limited to up to 5% each of the gross floor area per the Deer Crest Settlement Agreement. See the Planning Department's Parking and Unit Equivalent Analysis (Exhibit E) for additional information.

The applicant submitted a Parking Table showing the total number of parking stalls provided during and after each phase of construction (Exhibit F). A total of 374 parking spaces are required for the entire Hotel, with a maximum of 157 spaces allowed at Roosevelt Gap and the remaining spaces required at Snow Park (north and south sites) and the Jordanelle lot. The applicant expects to have 430 stalls available upon completion of Phase 2 and 444 parking stalls available upon completion of the project, meeting the parking requirements at all phases of construction. A Traffic and Parking Study by Hales Engineering was submitted as part of the 2019 expansion of the Deer Crest Amenity Club and concludes that the Hotel has sufficient parking for all of the existing and proposed uses.

The Phase 2 building complies with LMC Lot and Site Requirements of the RD Zoning District, the Settlement Agreement and the DV MPD as described below.

	RD Zoning District and/or DV MPD
Lot Size	No minimum lot size. Lot 4 is approximately 0.57 acres (24,685 square feet). <u>Complies</u>

Front yard setbacks	Minimum 25 feet to front facing garage, 20 feet to building. Proposed front setback is ~39'. <u>Complies.</u>
Rear yard setbacks	Minimum 15 feet rear setbacks. Proposed rear setback is > 15'. <u>Complies.</u>
Side yard setbacks	Minimum 12 feet side setbacks. Proposed side setback is 13.93'. <u>Complies.</u>
Building Height Per Settlement Agreement: Up to 45 feet	The building contains 4-stories with one level of underground parking. Building height is 31'-2". Zone height is 28 feet but Settlement Agreement allows for height up to 45 feet. <u>Complies.</u>
Parking	Per LMC, based on unit sizes, 20 spaces are required for the 9 units and 2 affordable units. 12 stalls are required for the restaurant. The Garage level includes 35 parking stalls. <u>Complies.</u>
Architectural Design	The building was reviewed and approved by staff in accordance with LMC Chapter 15-5 , Architectural Design Guidelines at the time of Building Permit. <u>Complies.</u>
Residential Units	9 market rate units are proposed ranging from 1,945 square feet to 4,155 square feet plus one 449 square foot affordable unit (total of 24,910 square feet). <u>Complies.</u>
Commercial Area Per Settlement Agreement: Support Commercial and Meeting Space are limited to up to 5% each of the gross floor area	Total Commercial Area is 4,540 including a 2,357 square feet restaurant on Level 1, and 2,183 square feet of Amenity Club space. Support Commercial and Meeting Space are limited to up to 5% each of the gross floor area per the Deer Crest Settlement Agreement. <u>Complies.</u>
Residential Accessory uses (Guest amenities)	Besides the 2,183 square feet of Amenity Club space there is a 2,315 square foot Media/Library room also on Level 1. The total Commercial and Meeting Area space for the Hotel complies with the 10% limit of gross floor area. <u>Complies.</u>
Affordable Housing	1.135 AUEs are required for Phase 2. One 449 SF unit will be located in the Phase 2 building and one 459 SF unit will be located in the funicular building. <u>Complies.</u>

Density Summary	Unit	SF	UE's
Per Settlement Agreement: Support Commercial and Meeting Space are limited to up to 5% each of the gross floor area	201	2925	1.46
	202	2249	1.12
	203	1945	0.97
	301	2925	1.46
	302	2249	1.12
	303	2545	1.27
	401	2934	1.47
	402	4155	2.08
	403	2534	1.27
	AHU-1	449	0.0
	AHU-2	459	0.0
		24,910	12.23
	<u>Complies.</u>		

Trails

At the Planning Commission Public Hearing on April 22, 2020, Commissioner Hall questioned that a public trail behind the Phase 2 structure was temporarily closed due to construction of the Phase 2 building. It was also noted that a separate trail north of the site but also on the St. Regis property (behind Powder Run Condominiums) was currently blocked by debris.

Since this meeting the applicant has responded in an email with attachments (Exhibit H) that Okland Construction, the general contractor for Phase 2, received permission from the Park City Building Department to store materials on the trail until 5/1/20, as shown on the "Laydown Proposal". ***This construction material has since been removed from the public trail. The area behind the Powder Run Condominiums has also been restored.***



Photos Showing Trails Restored of Construction Debris

Good Cause

Staff finds Good Cause for this Condominium Plat as it is consistent with the density, maximum height, location and uses identified in the approved Deer Valley Settlement Agreement, the Deer Valley Master Planned Development and the most recently amended Hotel CUP. The project is in keeping with the goals of the General Plan for the Deer Valley neighborhood and adds two additional deed restricted employee units. Approval of the Condominium Plat will allow for the sale of individual units.

Notice

On April 8, 2020, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on April 8, 2020 as well.

Public Input

No public comments have been received on this application prior to the issuance of this Staff Report.

Alternatives

- The City Council may conduct a public hearing, discuss the proposal and approve the Snow Park Residences Condominiums Plat as conditioned or amended. **This is Staff's recommendation.**
- The City Council may deny the Snow Park Residences Condominiums Plat and direct staff to make Findings for this decision.
- The City Council may continue this item to a date certain.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application. Platting the condominium units allows individual units to be sold.

Consequences of not taking the Suggested Recommendation

Individual units could not be sold as anticipated.

Recommendation

Staff recommends the City Council hold a Public Hearing and consider approving the Condominium Plat based on the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the Draft Ordinance.

Exhibits

Draft Ordinance

Exhibit A – First Amended Affordable Housing Mitigation Plan for the St. Regis Hotel
Deer Valley

Exhibit B – Deer Crest Settlement Agreement

Exhibit C – Hotel CUP Action Letter Dated April 18, 2016

Exhibit D – Deer Valley Resort Twelfth Amended and Restated Large Scale MPD
Permit

Exhibit E – Planning Department's Parking and Unit Equivalent Analysis

Exhibit F – Parking Table from Applicant Showing Available Parking During and After
Each Phase of Construction
Exhibit G – Table of Support Commercial and Meeting Space
Exhibit H – Email from Applicant regarding Trails

Ordinance No. 2020-23

AN ORDINANCE APPROVING THE SNOW PARK RESIDENCES CONDOMINIUM PLAT AT 2290 DEER VALLEY DRIVE EAST

WHEREAS, the owner of the property located at 2290 Deer Valley Drive East have petitioned the City Council for approval of a Condominium Plat; and

WHEREAS, on April 8, 2020, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on April 8, 2020, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on April 22, 2022, to receive input on the Condominiums Plat; and

WHEREAS, the Planning Commission, on April 22, 2022, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 14, 2020, the City Council held a public hearing to receive input on the Condominiums Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Snow Park Residences Condominium Plat at 2290 Deer Valley Drive East.

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

SECTION 1. APPROVAL. The Snow Park Residences Condominium Plat, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The St. Regis Deer Valley Phase 2 Snow Park Residences Condominium Plat is located at 2290 Deer Valley Drive East.
2. This application is a part of a larger Master Planned Development known as the Deer Crest Annexation MPD and is subject to the 1995 Deer Crest Settlement Agreement, as amended in December of 1998 and also in April 6, 2001, by the City Council.
3. On February 28, 2001 Planning Commission approved the Deer Crest Hotel CUP (formally known as the Rosewood CUP). Amendments to the CUP were approved by the Planning Commission on July 25, 2001, March 24, 2004, May 11, 2005, April

22, 2009, and April 23, 2014, and April 13, 2016. The City Council denied an appeal of the April 22nd approval on June 18, 2009.

4. The density of 99.5 residential unit equivalents at Roosevelt Gap, 30.5 residential unit equivalents for Snow Park (total of 130 unit equivalents) and up to 5% of the gross floor area for support commercial uses with an additional 5% gross floor area for meeting space on the 12.07 acre development site is consistent with the Deer Crest Settlement, as amended.
5. The Hotel is located in the RD (Residential Development) and RC (Resort Commercial) zoning districts subject to the Deer Crest Settlement Agreement and MPD. Phase 2, the Snow Park Residences is located in the RD zone.
6. A total of 105 overnight parking spaces, and up to 41 day use spaces, are allowed at the Roosevelt Gap site. Eight of these spaces are provided as tandem spaces for valet parking. The amended Settlement Agreement, allowed the Planning Commission to approve overnight parking in conjunction with a luxury hotel and upon demonstration that the remainder of the (Deer Crest) project has been modified to result in no net increase of traffic on Keetley Road.
7. A total of 374 parking spaces are required for the entire Hotel, with a maximum of 157 spaces allowed at Roosevelt Gap and the remaining spaces required at Snow Park (north and south sites). The applicant expects to have 444 parking stalls available upon completion of the project and 430 stalls available upon completion of Phase 2.
8. A Traffic and Parking Study by Hales Engineering as part of the 2019 expansion of the Deer Crest Amenity Club at the St. Regis determined that the Hotel has sufficient parking for all of the existing and proposed uses.
9. It is the desire of the applicant to build out the St. Regis in three phases. The first phase is complete and consists of the 105 Roosevelt Gap hotel/condominiums (99.5 UE), including a restaurant, bar, and spa; the funicular and funicular building at Snow Park (the funicular building contains one condominium unit, common area for the hotel lobby and check in, back of house hotel uses, and two affordable housing units); and a temporary sales office with surface parking.
10. This application is for the second phase and consists of the south parking structure at Snow Park (35 stalls) with nine (9) condominium units above (approximately 12.2 UE's). The third phase consists of the north parking structure and condominium units above (approximately 17 UE's). The total density approved for Snow Park is 30.5 UEs.
11. Staff finds Good Cause for this Condominium Plat as it is consistent with the density, maximum height, location and uses identified in the approved Deer Valley Settlement Agreement, the Deer Valley Master Planned Development and the most recently amended Hotel CUP.
12. The project is in keeping with the goals of the General Plan for the Deer Valley neighborhood and adds two additional deed restricted employee units.
13. The applicant is creating a Condominium Plat so that the nine (9) condominium hotel units can be sold as individual units creating the Snow Park Residences.
14. All Conditions of the Hotel CUP's shall continue to apply and remain in full force and effect.

15. All findings within the Analysis section and the recitals above are incorporated herein as Findings of Fact.

Conclusions of Law:

1. There is good cause for this Condominium Plat as it will allow for the sale of the nine (9) units and the creation of two (2) affordable units.
2. The Condominium Plat is consistent with the Park City Land Management Code including Sections 15-4-12, 15-7.1-3(C) and 15-12-15(B)(9) and applicable State Law regarding Condominium Plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
4. Approval of the Condominium Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Condominium Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All conditions of approval of the 1995 Deer Crest Settlement Agreement, as amended, continue to apply.
4. All conditions of approval of the Deer Crest Hotel CUP approved on February 28, 2001 (then known as the Rosewood CUP) and amended by the Planning Commission on July 25, 2001; March 24, 2004; May 11, 2005; and April 22, 2009 (with final approval by the City Council on appeal on June 18, 2009), April 23, 2014; and April 13, 2016, shall continue to apply.
5. The two (2) new deed restricted housing units shall be a minimum of 449 and 459 sf respectively, to meet the requirement of 1.135 AUE consistent with the 1st Amendment to the Housing Mitigation Plan for Phase 2 of the St. Regis. One AUE is equivalent to 800 sf according to the Development Agreement.
6. Deed Restrictions for the AUEs, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation, and Certificates of Occupancy shall be issued for these units prior to the issuance of Certificates of Occupancy for any of the market rate units.
7. The CCRs shall limit the HOA dues related to the deed restricted employee housing units in order to ensure the units remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to such fees. The CCRs shall be submitted with the Condominium Plat for review and approval by the City prior to final Condominium Plat recordation.
8. The applicant shall maintain free and clear public access to the trails located on the St. Regis property.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 14 day of May 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 –

Thus, it was not surprising that the Department of Consumer and Corporate Affairs (DCCA) was the primary agency responsible for the regulation and enforcement of the constitutional and financial "Duties." The primary role of the DCCA was to ensure that the "Duties" were properly implemented and enforced. The DCCA's responsibilities included the following:

- To monitor and enforce the "Duties" as set out in the *Constitutional and Financial Duties Act*.
- To provide guidance and support to the various government departments and agencies in implementing the "Duties."
- To conduct audits and investigations to ensure compliance with the "Duties."
- To report to the Minister of Consumer and Corporate Affairs on the progress of implementation and enforcement.

The DCCA's role was crucial in ensuring that the "Duties" were properly implemented and enforced. The DCCA's efforts were instrumental in ensuring that the "Duties" were properly implemented and enforced, and that the government was able to meet its constitutional and financial obligations.

[illegible]

In this regard, the undersigned will be held in _____ day of _____, 2023.

© 2000 by Thomson Limited Liability Corporation

COUNTY OF _____)

of mid-size business, LLC, and

ACCEPTANCE _____

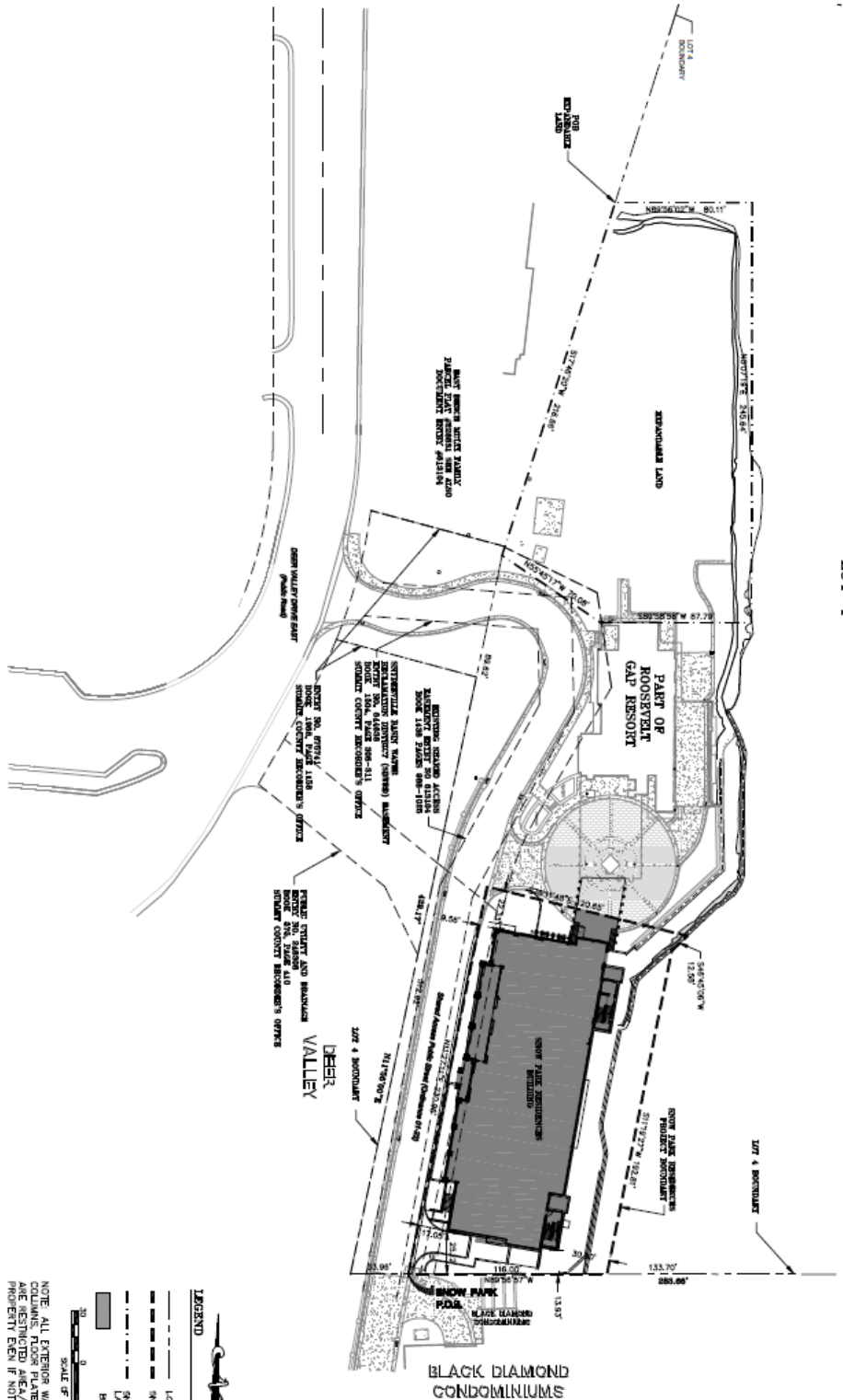
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TWIN PEAKS
Engineering & Land Surveying
2264 NORTH 1450 EAST LENI, UTAH 84043
(801) 450-3511

SNOW PARK RESIDENCES
CONDOMINIUM PLAT
OUTSIDE LAND USE



RECORDED # _____
 DATE OF PLAN _____
 DATE OF REVIEW _____
 DATE _____
 TIME _____
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 COUNTY RECORDS _____

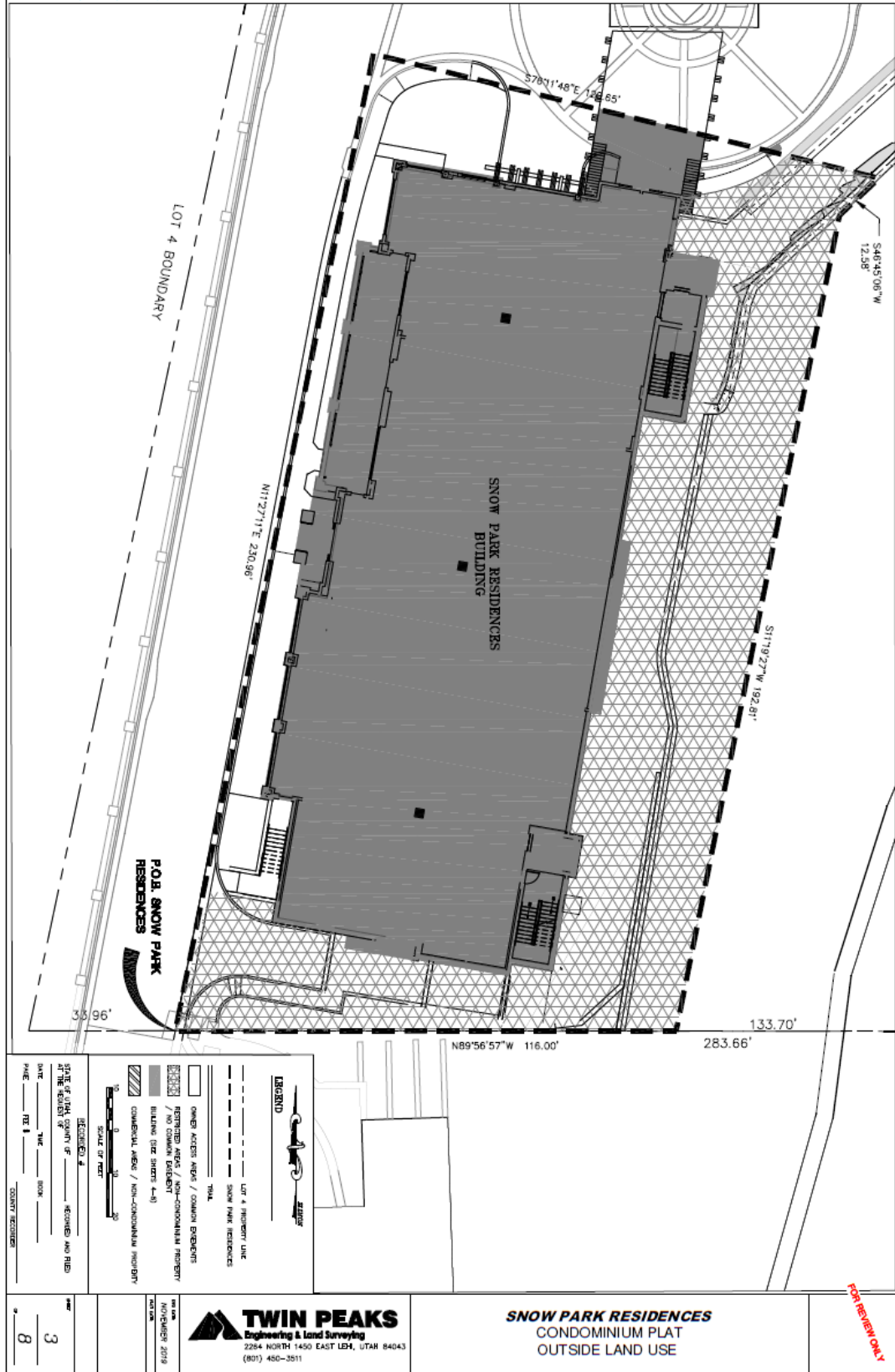
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TWIN PEAKS
 Engineering & Land Surveying
 2284 NORTH 1450 EAST LEHI, UTAH 84043
 (801) 450-3511

SNOW PARK RESIDENCES
 CONDOMINIUM PLAT
 OVERALL SITE PLAN

CONVEYANCE ONLY

PLOTTED DATE: Monday, 06 January 2020 10:20am



TWIN PEAKS
Engineering & Land Surveying
2284 NORTH 1450 EAST LEHI, UTAH 84043
(801) 450-3511

SNOW PARK RESIDENCES
CONDOMINIUM PLAT
OUTSIDE LAND USE

FOR REVIEW ONLY

LEGEND

- LOT 4 PROPERTY LINE
- SNOW PARK RESIDENCES
- TRAIL
- OWNED ACCESS AREAS / COMMON EASEMENTS
- REPRESENTED AREAS / NON-CONDOMINIUM PROPERTY
- BUILDING (SEE SHEETS 4-6)
- COMMERCIAL PARKING / NON-CONDOMINIUM PROPERTY

DECREED 2

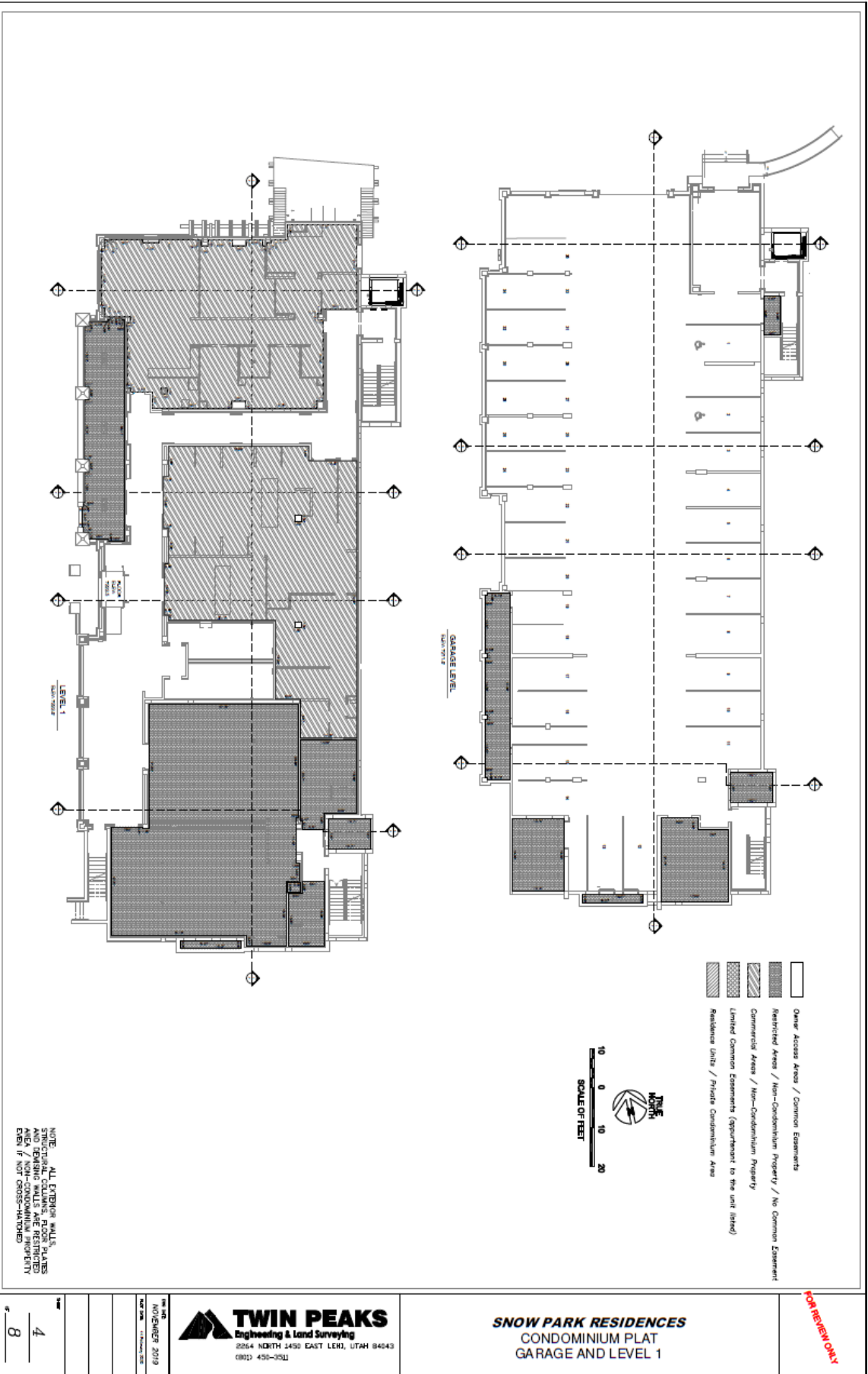
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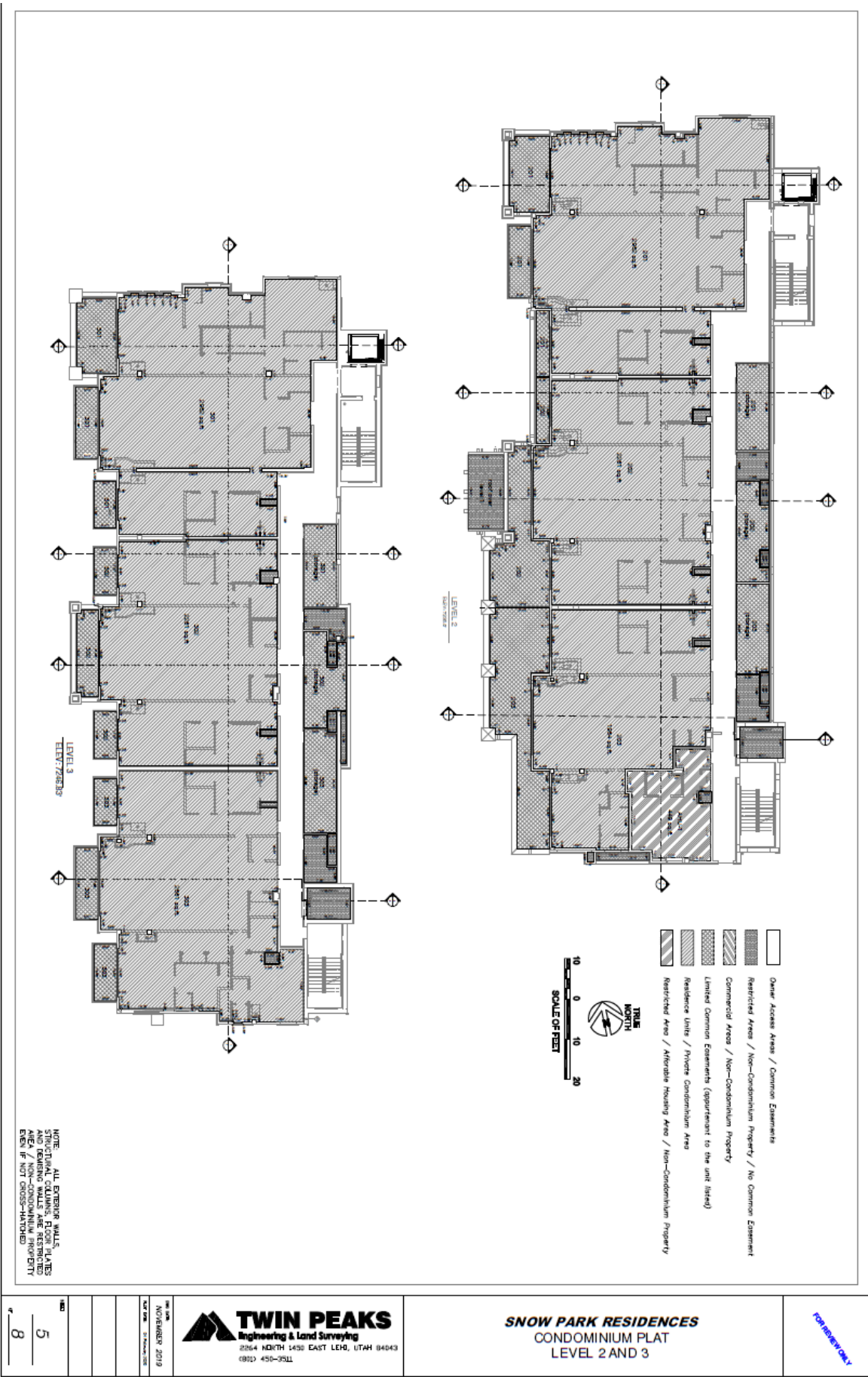
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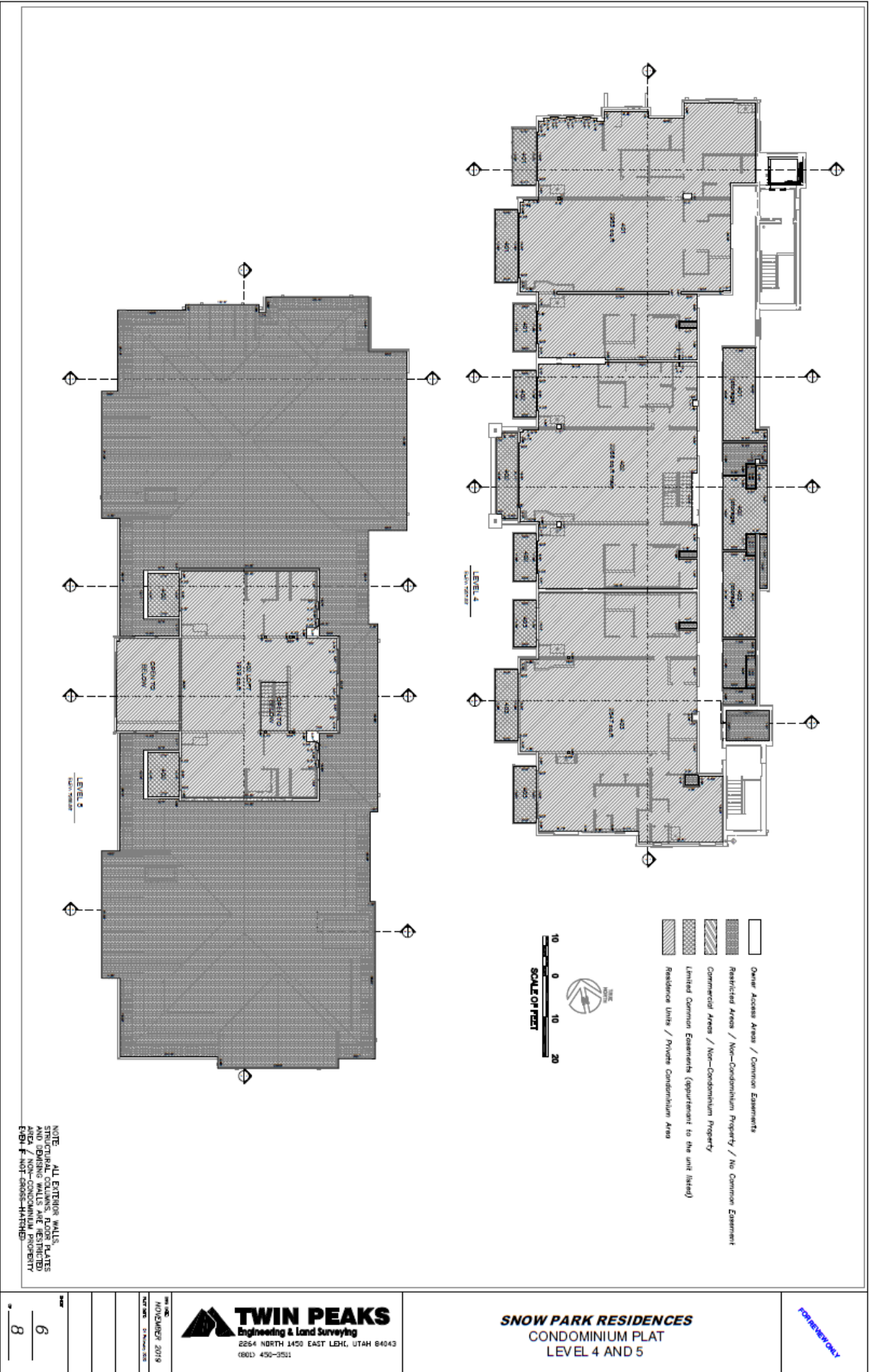
COUNTY RECORDS

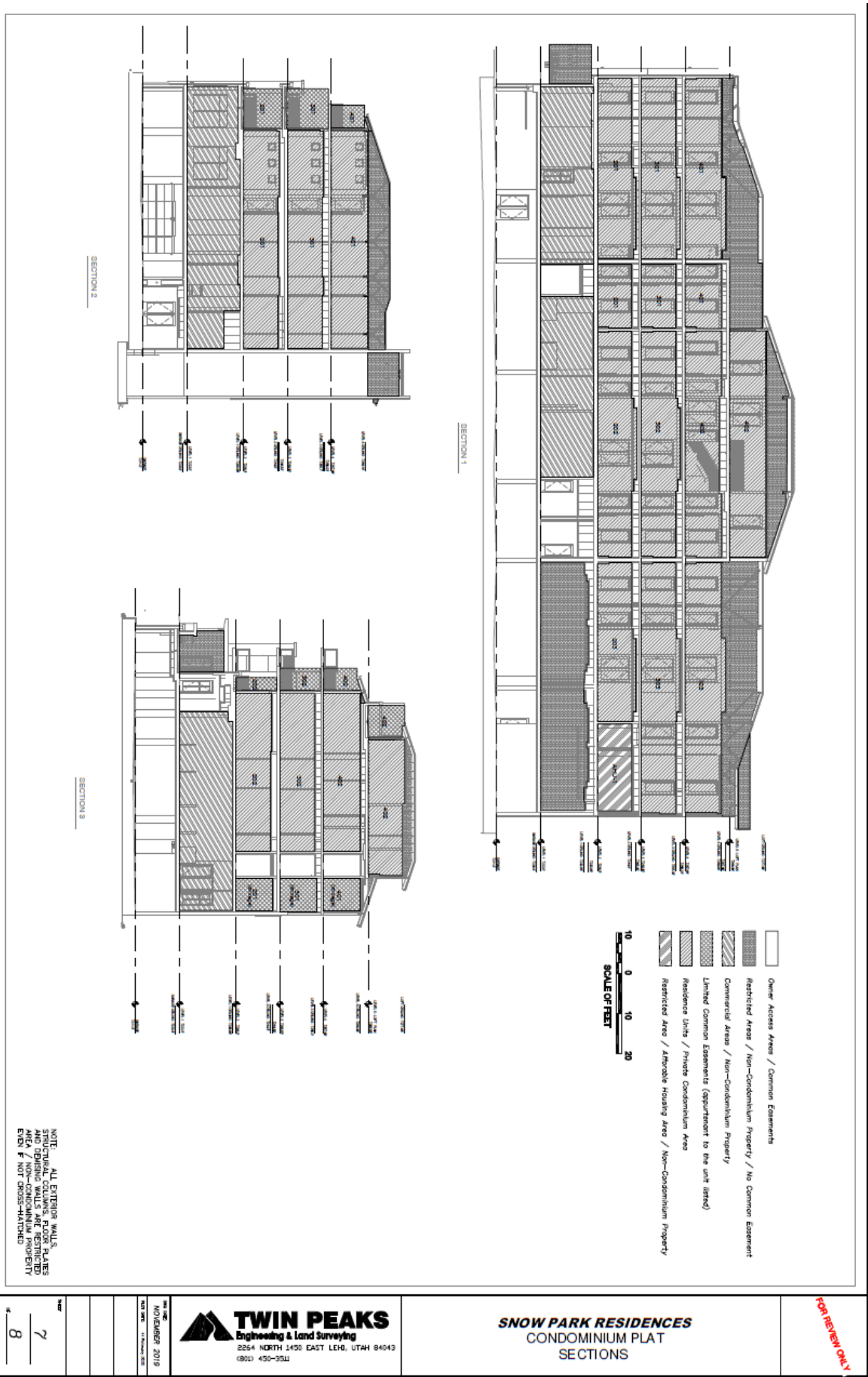
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SCALE OF FEET

NOTE: ALL EXTERIOR WALLS, STRUCTURAL COLUMNS, FLOOR PLATES AND DEMISING WALLS ARE RESTRICTED AREA / NON-CONDOMINIUM PROPERTY EVEN IF NOT CROSS-HATCHED

**FIRST AMENDED AFFORDABLE HOUSING MITIGATION PLAN FOR THE ST.
REGIS HOTEL DEER VALLEY FINDINGS OF FACT, CONCLUSIONS OF LAW AND
CONDITIONS OF APPROVAL**

WHEREAS, the owners of the St. Regis Hotel at Deer Valley located on Deer Valley Drive have a total housing obligation of 12 AUEs calculated as 10 percent of the approved 120 unit equivalents (UEs) for the project. The mitigation rate was negotiated in the Deer Crest Settlement Agreement and was approved as part of Rosewood Hotel CUP approval on December 12, 2001;

WHEREAS, a total of 9.865 AUEs were satisfied in Phase 1 of the project. Two rental units totaling 1,492 SF (1.865 AUEs) were incorporated within the funicular building as part of phase one. Eight units were fulfilled through payment of an in-lieu fee totaling to \$692,880., and a balance of 2.135 AUEs remain to be fulfilled;

NOW, THEREFORE, the Housing Authority of Park City, Utah hereby approves the 1st Amendment to the Housing Mitigation Plan as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Housing Mitigation Plan submitted by the Owner is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact:

1. The housing obligation is subject to the requirements of Housing Resolution 17-99.
2. The Housing Authority approved an overall housing obligation equal to 12 AUEs.
3. A Housing Mitigation Plan was approved on December 12, 2001 by the Housing Authority. Other than as amended herein, its findings of fact, conclusions of law and conditions of approval continue to apply.
4. A total of 9.865 AUEs were satisfied in Phase 1 of the project. Two rental units totaling 1,492 SF (1.865 AUEs) were incorporated within the funicular building as part of phase one. Eight units were fulfilled through payment of an in-lieu fee totaling to \$692,880
5. The remaining obligation of 2.135 AUEs (1,708 SF) were to be incorporated into Phase Two of the project also allowing that one AUE be fulfilled off site.
6. The St. Regis CUP (Phase Two) has been modified to complete the development in two phases (Phases Two and Three). Phase Two is currently under construction directly to the south of the St. Regis funicular building and contains nine condominium units equaling approximately 13.1 Unit Equivalents (UEs). Phase Three is planned for a future date immediately north of the funicular building and will contain approximately 16.4 UEs.
7. The Owner submitted a proposed 1st Amendment to the Housing Mitigation Plan that would Split the requirement proportionally between Phases Two and Three:

1.135 AUEs (908 SF) in the Phase Two building 1 AUE (800 SF) in Phase Three. The 1 AUE required in Phase 3 may be provided within the Phase Three building or it may be provided off-site.

Conclusions of Law:

1. The Owner currently has 2.135 AUEs outstanding
2. The Owner will fulfill 1.135 AUEs prior to the issuance of the Certificate of Occupancy of any of the market units for Phase 2 of the project.
3. The Owner will fulfill the balance of 1 AUEs prior to the issuance of the Certificate of Occupancy of any market units for Phase 3.

Conditions of Approval:

1. The Owner will fulfill 1.135 AUEs prior to the issuance of the Certificate of Occupancy of any of the market units for Phase 2 of the project.
2. The fulfillment of 1.135 AUEs for Phase 2 must be built on-site.
3. The Owner will fulfill the balance of 1 AUEs prior to the issuance of the Certificate of Occupancy of any market units for Phase 3.
4. The fulfillment of the 1 AUE for Phase 3 can be located off site if done prior to the completion of Phase 2. If fulfillment occurs after the completion of Phase 2 than the 1 AUE must be built on site.

SECTION 2. EFFECTIVE DATE. This approval shall take effect upon adoption and execution.

PASSED AND ADOPTED this 29th day of August 2019.

PARK CITY HOUSING AUTHORITY




Andy Beerman, Chair

Attest:


Michelle Kellogg, City Recorder

Approved as to Form:


Margaret Plane, Special Counsel

SETTLEMENT AGREEMENT

BY AND BETWEEN

**PARK CITY CONSOLIDATED MINES COOMPANY,
a Utah corporation,**

**TRANS-WASATCH COMPANY, L.L.C.,
a Utah limited liability company,**

AND

**PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah**

DATED: DECEMBER 29, 1995

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into as of this _____ of December, 1995, by and between PARK CITY CONSOLIDATED MINES COMPANY, INC., a Utah corporation, TRANS-WASATCH COMPANY, L.L.C., a Utah limited liability company (the "Property Owners") and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("Park City").

RECITALS

A. The Property Owners own or control a total of approximately 678 acres of real property more particularly described in Exhibit "A" (the "Property").

B. Park City is named in a legal action filed by the Property Owners in Trans-Wasatch Company, et al. v. Park City Municipal Corporation, Civil No. 930390001, which was originally filed in the Third Judicial District Court, Summit County, State of Utah, on September 10, 1993 (the "Action"). The parties also have additional disputes as of this date that are not alleged in the Action, but which the parties intend to resolve by this Agreement.

C. Without conceding or waiving their respective positions, the parties desire to settle all of their outstanding disputes and to redefine certain rights and obligations between them.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I.

PURPOSE AND INTENT

1.1 The purpose and intent of this Agreement is to provide a framework for the resolution of all outstanding issues and disputes between the parties. This framework, by necessity, makes the full force and effect of this Agreement contingent upon the happening of certain events within the discretion of non-party jurisdictions. The only obligation or representation created upon signing this Agreement is that, upon the deposit into escrow of the building permit referenced in Section 4.5, Property Owners shall diligently pursue and attempt to accomplish the following succession of events as more fully set forth: (a) an amended density determination as outlined in the Development Section of this Agreement (Section V), also defined herein as the Amended Telemark Park Resort, or an amended density determination acceptable to each of the parties; and (b) the abandonment and/or vacation of Keetley Road within the Property. Once both of these events occur, all further contract rights and obligations set forth herein shall vest. Similarly, if either one of these events does not occur, then the remaining obligations, releases and representations contained in this Agreement shall have no force and effect.

1.2 The parties intend that upon completion of the conditions precedent described in Section 1.1, and (a) the installation of temporary gates across Keetley Road, (b) dismissal of the Action with prejudice, and (c) the release of the building permit to improve and pave Keetley Road to the Property Owners, Property Owners shall have the right to use Keetley Road as vehicular access to the development anticipated herein in accordance with the terms and conditions set forth in this Agreement.

II.

THE PROPERTY

2.1 The legal description of the Property, which is the subject of this Agreement, is attached hereto as Exhibit "A" and incorporated into this Agreement by reference. No property may be added to the legal description for purposes of this Agreement without the express written consent of the parties.

2.2 It is understood and acknowledged by the parties that the Property straddles the Wasatch County and Summit County lines and both penetrates and abuts the Park City Municipal Corporation boundary. A portion of the Property lies within Park City city limits, and another portion of the Property lies within the annexation boundary of Park City. Of the approximately 678 acres, 524 acres lie within unincorporated Wasatch County, approximately 84 acres lie within unincorporated Summit County, and approximately 70 acres lie within the Park City Municipal Corporation city limits.

III.

DEFINITIONS

The following terms shall be used throughout this Agreement and, unless specified otherwise, have the following meanings:

3.1 **Property Owners.** The term Property Owners shall mean and refer to Park City Consolidated Mines Company, a Utah corporation, and Trans-Wasatch Company, L.L.C., a Utah limited liability company, as well as the assigns, successors, purchasers and/or transferees of these companies. The term Property Owners shall also mean and refer to the past, present and future officers, directors, shareholders, agents, employees and attorneys of Park City Consolidated Mines Company and Trans-Wasatch Company, only to the extent that it is legally permissible for these companies, acting through their authorized officers or directors, to individually bind or represent such persons or entities.

3.2 **Park City.** The term Park City shall mean and refer to Park City Municipal Corporation, a political subdivision of the State of Utah, its past, present and future members of its City Council, Mayor, City Manager, City Attorney, staff, employees and agents, both personally and in their professional capacities.

3.3 **1991 Density Determination.** The term 1991 Density Determination means and refers to the Wasatch County density determination for the Wasatch County portion of the Property filed in 1991 under Wasatch County Recording No. 158784.

3.4 **Development Plan.** The term Development Plan means and refers to the development anticipated for the entire Property as set forth in Section V, and depicted in Exhibit "B" attached hereto.

3.5 **Amended Telemark Park Resort.** The term Amended Telemark Park Resort shall mean and refer to that development anticipated and described herein for that real property lying within Wasatch County and depicted in Exhibit "C" attached hereto. The Amended Telemark Park Resort generally consists of a plan to construct one ski chair lift (the Slalom Village Chair), and, if feasible, an additional ski chair lift associated with the Telemark Park Village (the US-40 Chair), ski runs, and six distinct communities or neighborhoods known as the Snowtop Neighborhood (as defined and described in Section 5.2.1), the Roosevelt Gap Development (as defined and described in Section 5.2.2), the Slalom Village Development (as defined and described in Section 5.2.3 herein), the Little Baldy Neighborhood (as defined and described in Section 5.2.5 herein), the St. Louis Neighborhood (as defined and described in Section 5.2.4 herein), and the Telemark Park Village (as defined and described in Section 5.2.6 herein).

3.6 **Snowtop/Hidden Hollow.** The term Snowtop/Hidden Hollow means and refers to the development anticipated for that real property as depicted in Exhibit "D" attached hereto and described more fully in Section 5.2.1.

3.7 **Roosevelt Gap Development.** The term Roosevelt Gap Development means and refers to the development anticipated for that real property as depicted in Exhibit "E" attached hereto and described more fully in Section 5.2.2.

3.8 **Snow Park Hotel Site.** The term Snow Park Hotel Site shall mean and refer to the development of that real property as depicted in Exhibit "E" attached hereto and more fully described in Section 5.2.2.

3.9 **Slalom Village Area.** The term Slalom Village Area means and refers to the development anticipated for that real property as depicted in Exhibit "F" attached hereto and more fully described in Section 5.2.3.

3.10 **St. Louis Neighborhood.** The term St. Louis Neighborhood means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.4.

3.11 **Little Baldy Neighborhood.** The term Little Baldy Neighborhood means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.5.

3.12 **Telemark Park Village.** The term Telemark Park Village means and refers to the development anticipated for that real property as depicted in Exhibits "B" and "C" attached hereto and more fully described in Section 5.2.6.

3.13 **Keetley Road.** The term Keetley Road shall mean and refer to that portion of the right of way, which lies within the Property, and which runs in a southeasterly direction from Queen Esther Drive in Park City, over McKinley Gap to the east end of the Property near U.S. Highway 40.

IV.

DISMISSAL OF ACTION

4.1 **Dismissal of Action.** The Action may be dismissed with prejudice at any time by the Property Owners. The Action shall be dismissed with prejudice upon: (a) Wasatch County's amendment of the 1991 Density Determination (Amended Telemark Park Resort) as provided herein, and (b) the abandonment and/or vacation of Keetley Road. Nothing herein shall require the dismissal of the Action with prejudice until the preceding events have occurred. Dismissal of the Action shall be accomplished by filing the Stipulation of Dismissal with Prejudice in the form attached hereto as Exhibit "G".

4.1.1 **Dismissal Checklist.** Prior to the execution of the Stipulation of Dismissal with Prejudice, the parties will acknowledge their agreement to the completion of specific conditions precedent to dismissal (the "Dismissal Checklist"), a copy of which is attached hereto as Exhibit "H."

4.2 **Amendment of Wasatch County 1991 Density Determination.** Concurrent with the execution of this Agreement, Property Owners shall proceed in Wasatch County to seek an amendment to the 1991 Density Determination into the Amended Telemark Park Resort in accordance with the terms and conditions set forth herein.

4.3 **Abandonment of Keetley Road.** Upon Wasatch County's amendment of the 1991 Density Determination into the Amended Telemark Park Resort, Property Owners shall commence and diligently pursue, in accordance with Utah law, proceedings in

Park City and Wasatch County that will lead to formal abandonment and/or vacation of public rights of access, if any, in Keetley Road.

4.3.1 **Third Party Access.** Concurrent with the execution of this Agreement, the Property Owners and Park City have secured executed agreements, to the satisfaction of Park City, from Weilenmann, Land der Berg, LLC, United Park City Mines Company, and Deer Valley Resort Company, concerning their maximum anticipated private rights to use Keetley Road, which are in addition to the Property Owners' access rights as contemplated herein, subsequent to abandonment and/or vacation as contemplated by this Agreement. Copies of said executed agreements are attached hereto as Exhibit "I." ~~To the extent that the third parties referred to above and/or their agents and employees use Keetley Road in any manner other than as expressly contemplated in the emergency access provisions of the third party agreements;~~ Property Owners shall indemnify Park City for any costs associated with enforcing the emergency access provisions of the third party agreements and shall pay to Park City One Hundred Dollars (\$100.00) per vehicle which uses Keetley Road under non-emergency circumstances, ~~in violation of the emergency access provisions of the third party agreements.~~ *jm* *[Signature]* *JFA*

4.3.1.1 **Additional Density from Third Party Agreements.**

The additional maximum density intended in the third party agreements are in addition to the density contemplated by the Development Plan as outlined in this Agreement. Nothing herein constitutes an endorsement by Park City of the proposed third party densities nor prevents Park City from contesting the merits of the third party development proposals.

4.3.2 Conditional Vacation of Keetley Road/Reservation of Rights/

Obligation to Record Amended Density Determination. The petition to abandon and/or vacate the Wasatch County portion of Keetley Road may be conditioned upon Wasatch County's approval of the Amended Telemark Park Resort. If the Park City portion of Keetley Road is not vacated, Property Owners retain the right and discretion to refrain from recording Wasatch County's density determination for Amended Telemark Park Resort. If the Park City portion of Keetley Road is vacated and the building permit to improve and pave Keetley Road is released from escrow to Property Owners, the Property Owners shall immediately record Wasatch County's density determination for the Amended Telemark Park Resort.

4.4 Temporary Physical Disconnection. Within 30 days of Park City's abandonment and/or vacation of Keetley Road, Property Owners shall construct temporary gates, in accordance with Section 5.3.5 *infra*, which shall precede a permanent physical disconnection of Keetley Road as outlined in this Agreement. A temporary physical disconnection shall be deemed to have occurred when the Property Owners have constructed (at the Property Owners' cost and expense) at least two temporary gates across the historic configuration of Keetley Road, which preclude unauthorized vehicular traffic as more fully described in Section 4.4.1. One such temporary gate shall be located across Keetley Road near its intersection with Queen Esther Drive.

4.4.1 Access Rights Upon Installation of Temporary Gates.

Property Owners, who are record title holders, shall retain the right to use Keetley Road to

access the Property for all reasonable purposes, except for construction traffic which is expressly prohibited by Section 5.3.2. Property Owners shall not permit real estate agents access to the Property via Keetley Road from Park City prior to the issuance of the first single family residential building permit on a platted lot or the construction and operation of permanent controlled access gates pursuant to Section 5.3.3. Real estate agents shall have access to the Property via the eastern perimeter controlled access gate (either temporary or permanent) prior to the issuance of the first building permit. Real estate agents shall never have unrestricted access to the Property. Each individual lot or multi-family unit purchaser (resident or guest), within the perimeter gates of the Development Plan shall have the same right of access as the Property Owners during that purchaser's ownership of a lot or multi-family unit.

4.5 Escrow of Building Permit for Keetley Road. Concurrent with the execution of this Agreement, Park City shall place in escrow a building permit to improve and pave the Park City portion of Keetley Road. The escrow agent selected by the Parties is  First American Title Company, Park City, UT. The escrow agent shall deliver the building permit to the Property Owners consistent with and subject to the terms and conditions described in the escrow instructions attached hereto as Exhibit "J."

4.6 Order of Dismissal With Prejudice. With the filing of the Stipulation of Dismissal With Prejudice, the Parties shall immediately secure from the Third Judicial District Court an Order of Dismissal With Prejudice of the Action in substantially the form of Exhibit "K" attached hereto.

4.7 **Development Application Process.** Property Owners will not submit, and Park City will not accept for review and processing, any development application or annexation petition related to the Property until: (1) the Action is dismissed with prejudice, as set forth in Sections 4.1 and 4.6 above and (2) the temporary gates across Keetley Road have been installed as set forth in Section 4.4 above.

4.8 **Release From Escrow of the Building Permit.** Upon Wasatch County's amendment of the 1991 Density Determination into the Amended Telemark Park Resort, abandonment and/or vacation of Keetley Road, the dismissal of the Action with prejudice, and the installation of temporary gates across Keetley Road as provided herein, the escrow agent ^{jtn}  ~~[identify by name]~~ shall deliver to the Property Owners the building permit to improve and pave Keetley Road according to the terms contained in the building permit attached hereto as Exhibit "L." Park City has reviewed and approved the construction plans and other materials related to the improvements authorized by the building permit for Keetley Road. Upon release of the building permit from escrow, the building permit shall vest in the Property Owners, and Property Owners shall have the right to proceed with the improvement and pavement of that portion of Keetley Road which is located within the city limits of Park City. Park City shall not be entitled to terminate the building permit unless there has been a material breach of this Agreement, violation of the terms and standards of the building permit or release by the Escrow Agent in violation of the Escrow Instructions, described in Exhibit "J." In the event of a violation of the terms and standards of the building permit or the Escrow Agent releases the building permit in violation of the Escrow Instructions, the

parties shall take reasonable steps to remedy the violation of the building permit or the improper release.

4.9 **Conditional General Release of Park City.** Upon dismissal of the Action with prejudice, all claims (including without limitation, claims for attorneys' fees, expenses and disbursements), demands, losses, damages, actions, causes of action or suits of any kind whatsoever of Property Owners against Park City, any of its agencies or departments or any of its past or present employees and elected or appointed officials, connected with or arising out of the Action (or any other dispute not alleged in the Action, but pertaining to the Property and which have accrued prior to the date that all conditions precedent to this Agreement are satisfied), shall thereby be remised, released, acquitted and forever discharged. However, nothing in this Agreement shall be construed as a release of any liability arising out of or connected with the breach of any covenant, representation or warranty contained in this Agreement.

4.10 **Conditional General Release of the Property Owners.** Upon dismissal of the Action with prejudice, all claims, (including without limitation, claims for attorneys fees, expenses and disbursement), demands, losses, damages, actions, causes of action or suits of any kind whatsoever of Park City against the Property Owners, their officers, directors, shareholders, subsidiaries, affiliates, agents, employees and their heirs and assigns connected with or arising out of the Action (or any other dispute not alleged in the Action, but pertaining to the Property (excluding property taxes), and which have accrued prior to the date that all conditions precedent to this Agreement are satisfied), shall thereby

be remised, released, acquitted and forever discharged. However, nothing in this Agreement shall be construed as a release of any liability arising out of or connected with the breach of any covenant, representation or warranty contained in this Agreement.

V.

THE DEVELOPMENT

5.1 **Intent to Develop the Property.** Upon the execution of this Agreement, Property Owners will seek to amend the 1991 Density Determination. The anticipated and proposed amendments to the 1991 Density Determination are set forth in this Section V of the Agreement. Property Owners agree to apply and petition to Park City, as appropriate, for development approvals for those portions of the Property (located within Park City or contemplated for possible annexation), as more fully set forth by further provisions in this Section of the Agreement.

5.2 **Density, Use and Configuration.** The Development Plan for the entire Property as anticipated in this Agreement shall not exceed 545 units (150 single-family, 395 multi-family units) with 42,000 gross square feet of commercial space and a 20,000 gross square foot Ski Academy. The parties agree that there shall not be more than:

- (a) 338 residential units,
- (b) a 20,000 square foot Ski Academy,
- (c) support commercial space up to 5% of the gross square footage of the Slalom Village Area multi family units and the Roosevelt Gap Development,

(d) 10,000 square feet of support commercial space at the Little Baldy Neighborhood, and

(e) amenities and recreation facilities as generally identified and depicted herein,

all within the perimeter gates of the Property with access to Park City via Keetley Road through the west perimeter gate. Approximately an additional 182 multi family units located within the Telemark Park Village shall have vehicular access to Park City only via U.S. Highway 40 and S.R. 248.

	<u>Units Lying West of East Perimeter Gate</u>		Max. Size Per Multi-Family Unit
	Single Family	Multi-Family	
Snowtop	16	0	
Hidden Hollow	4	0	
Roosevelt Gap Development	0	105	2,000 sq. ft./unit
Little Baldy	60	0	
Slalom Village	4	83	2,400 sq. ft./unit
St. Louis	<u>66</u>	<u>0</u>	
Sub-total	150	188	

<u>Units Lying East of East Perimeter Gate</u>		
	Single Family	Multi-Family
Telemark Park Village	0	182*
		varied sq. ft.

* Density may increase as provided herein.

<u>Snow Park Hotel Site</u>		
Snow Park Hotel Site	25*	2,000 sq. ft./unit

* Density may increase as provided herein.

5.2.1 **Snowtop/Hidden Hollow.** The 1991 Density Determination contains an approval for 20 single family lots in the Snowtop neighborhood. Property Owners will prepare a plat for the development of 16 single family lots in the Snowtop neighborhood which they will submit to Wasatch County for review and consideration, with timely written notice and copies of all materials submitted to Wasatch County to Park City. The Hidden Hollow property comprises roughly 84 acres, upon which Property Owners propose to develop four single family Estate lots, with building envelopes, areas of disturbance, limits of disturbance and open space conservation easements, all as generally depicted on the map (for both Snowtop and Hidden Hollow) attached hereto as Exhibit "D."

5.2.1.1 **Annexation Procedure for the Snowtop/Hidden Hollow Area.** Upon dismissal of the Action with prejudice, temporary physical disconnection of the Keetley Road (as provided in Section 4.4 above), and Wasatch County's approval of the final plat for a 16 lot subdivision of the Snowtop neighborhood, Property Owners shall submit to Park City a complete petition for annexation, as limited by this Section, for the Snowtop/Hidden Hollow Area, with offers of dedication of designated open space and conservation easements of contiguous property (the Snowtop/Hidden Hollow Area), all as depicted on Exhibits "D" and "N." The parties agree and acknowledge that the portion of the complete petition for annexation for the Snowtop neighborhood shall be submitted in the form of a final unrecorded plat. Property Owners' petition for annexation for the Snowtop/Hidden Hollow Area may be submitted without a visual analysis or

annexation fee. The petition for annexation of the Snowtop/Hidden Hollow Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing obligation for the Snowtop/Hidden Hollow area shall be one (1) unit. Property Owners' affordable employee housing obligation can be satisfied anywhere on the Property, at Property Owners' discretion. The Park City staff and the City Council have reviewed Exhibit "D" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information requested by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the application within which to annex the Snowtop/Hidden Hollow Area. Property Owners will attempt to supply the additional information necessary for its consideration, review and approval of the petition for annexation. Upon the expiration of the 120 day period, Property Owners may record the final plat and obtain building permits from Wasatch County for the construction of the Snowtop Neighborhood as a Wasatch County development, but will not object to or interfere with Park City's efforts to annex the Snowtop neighborhood after the lesser of one year or the completion and/or installation of the infrastructure.

5.2.1.2 **Annexation Agreement.** If the Snowtop/Hidden Hollow Area is annexed into Park City, then the following conditions of development shall

bind the parties: (a) the density of the Snowtop/Hidden Hollow Area shall not exceed sixteen (16) single-family lots within the Snowtop neighborhood and four Estate lots within the Hidden Hollow neighborhood; (b) the Snowtop neighborhood shall be annexed as platted by Wasatch County; (c) the Hidden Hollow neighborhood shall be annexed as four Estate lots that are restricted by plat, easements, and real covenants to include Property Owners' offer of dedication of conservation easements, designated building envelopes, maximum areas of disturbance, and limits of disturbance as depicted in Exhibit "D" and the Annexation and Open Space Exhibit, Exhibit "N," both of which are attached hereto; (d) the remainder of the Snowtop/Hidden Hollow Area, except roads depicted on Exhibit "B," shall be offered to Park City in fee simple as dedicated open space as generally depicted in Exhibits "D" and "N" attached hereto; and (e) Property Owners shall provide for one (1) unit of affordable employee housing as described in Section 5.2.1.1.

5.2.1.3 Conditions of Development Absent Park City

Annexation. If the Snowtop/Hidden Hollow Area is not annexed into Park City within the time frames established by Section 5.3.1, as appropriate, Property Owners may seek development approval from Summit County of the Hidden Hollow neighborhood without interference from Park City (as to access, density or use) if and only if: (a) Property Owners seek development approval in Summit County for density in accordance with the configuration and development restrictions depicted in Exhibit "D" and described in Section 5.2.1, or some lesser density, use or configuration and (b) the same area designated for open space dedication and conservation easements proposed in Section 5.2.1.1 and depicted in

Exhibits "D" and "N" shall be preserved by conservation easements granted to and accepted by a public entity or a private non-profit open space conservancy to the reasonable satisfaction of Park City. If the Snowtop/Hidden Hollow Area is not annexed into Park City as provided herein, Property Owners shall have the right to proceed to develop the Snowtop neighborhood as a Wasatch County development, as depicted in Exhibit "D."

5.2.1.4 **Vehicular Access to Snowtop/Hidden Hollow.** Regardless of annexation, if the Action is dismissed with prejudice, there shall be two points of ingress and egress to the Snowtop/Hidden Hollow Area as contemplated in this Agreement. The primary point of ingress and egress shall be via the Keetley Road from Queen Esther Drive to the Snowtop/Hidden Hollow Road. The second point of ingress and egress shall be via Llama Lane to the U.S. 40 West-Side Frontage Road. The second point of vehicular ingress and egress shall not exceed the minimum requirements of a fire apparatus access road as defined in section 10-201 et. seq. of the *Uniform Fire Code*, or as required by the Park City Fire Marshal.

5.2.1.5 **Water Rights** If the Snowtop neighborhood and the Hidden Hollow area are annexed into Park City and Park City provides water service to the Snowtop/Hidden Hollow Area, then Property Owners shall irrevocably offer to transfer and to cooperate in the exchange of the current point of diversion of approximately 15 acre feet of certified water rights pursuant to Weber Basin Appropriation Water Right No. 3006A-10948(3582).

5.2.2 **Roosevelt Gap Development.** The 1991 Density Determination contains an approval for a 64 multi-family unit structure at Roosevelt Gap. Property Owners will seek to amend the 1991 Density Determination and shall pursue annexation into Park City of the Roosevelt Gap/Snowpark Hotel Site Development Area (as depicted in Exhibit "E") to allow for the development of one of the following options: (a) a single 105 multi-family unit structure (2,000 sq. ft./unit) at the Roosevelt Gap Development site connected to the Snow Park Hotel Site via a funicular and associated dedication of trail easements and open space (Alternative A) or (b) a five lot single-family home subdivision encompassing a total area of approximately seven (7) acres at the Roosevelt Gap Development site, as depicted in Exhibit "O," with limits of disturbance (as established and approved in the Amended Telemark Park Resort), and without funicular connection to the Snow Park Hotel Site but with dedication of trail easements and open space (Alternative B). The parties contemplate pursuing and prefer Alternative A. However, prior to development approval of the Snow Park Hotel Site, Property Owners may, upon written notice to Park City, pursue Alternative B. If Park City does not annex the Roosevelt Gap Development under Alternative A or B as provided herein, then Property Owners have the right to seek development approval of the Roosevelt Gap Development as a five single-family lot subdivision (as depicted in Exhibit "O") without funicular connection to the Snow Park Hotel Site, which would be subject to processing and approval by Wasatch County (Alternative C). Alternatives A and B contemplate annexation to Park City and either Alternative A or B will

be fully pursued, as set forth herein, by Property Owners before pursuing development approval of the Roosevelt Gap Development under Alternative C.

5.2.2.1 Snow Park Hotel Site Density, Use and

Configuration. Under all development alternatives (A, B, and C) for the Roosevelt Gap Development, Property Owners have the right to construct a single, 25 multi-family Park City unit equivalent structure on the Snow Park Hotel Site, which structure will be designed to fall within the maximum height of 45-feet and with architectural treatment that reduces the apparent bulk of the structure in a manner that is similar to the mass, scale and stepping of the 1986 Snow Park Hotel Master Plan Development and is depicted in Exhibit "P" attached hereto. The Snow Park Hotel Site may include support commercial up to five percent (5%) of gross square footage of the Snow Park Hotel Site, along with appropriate amenities. Based on the merits of the design, Property Owners may increase the density at the Snow Park Hotel Site from 25 to up to 35 Park City unit equivalents. However, such increased density shall occur only if: (a) Property Owners transfer the increased density at Snow Park Hotel Site from the Slalom Village Area to Telemark Park Village (outside of the eastern perimeter controlled access gate) and (b) Park City approves the design with increased density, use and configuration, after reasonable review of the plans. Increased density at Snow Park Hotel Site beyond 25 units shall be within Park City's discretion.

5.2.2.2 Alternative A for Roosevelt Gap Development. The density of the Roosevelt Gap Lodge is contingent on a funicular connection to the Snow Park Hotel Site. With funicular, the density of the Roosevelt Gap Lodge shall not exceed 105

Park City unit equivalents (2,000 sq. ft/unit). The Roosevelt Gap Lodge may also include support commercial space totaling five percent (5%) of the gross square footage of the Roosevelt Gap Lodge and additional appropriate amenities. The visual intrusion of the Roosevelt Gap Lodge shall be minimal as depicted in Exhibit "Q" attached hereto.

5.2.2.3 Alternative B for Roosevelt Gap Development.

Without a funicular connection, Property Owners may develop the Roosevelt Gap Development as a single-family lot subdivision with no more than five (5) lots and no visual intrusion from the vantage point described in Section 5.3.9 *infra*.

5.2.2.4 Annexation Procedure for Alternatives A or B for the Roosevelt Gap/Snow Park Hotel Area. Property Owners shall submit to Park City a complete petition for annexation for the Roosevelt Gap /Snow Park Hotel Area for Alternative A or B, as described in Sections 5.2.2.2 and 5.2.2.3 above, for Roosevelt Gap Development in substantially the same form depicted in Exhibits "E" or "O." The petition for annexation of the Roosevelt Gap/Snow Park Area shall provide for affordable housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be ten percent (10%) of the total number of unit equivalents within the Roosevelt Gap/Snow Park Area. Property Owners' affordable employee housing obligation can be satisfied anywhere on the Property, at Property Owners' discretion. The Park City staff and City Council have reviewed Exhibits "E" and "O" and found them to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park

City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information by Property Owners or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 180 days from receipt of a complete petition within which to annex the Roosevelt Gap/Snow Park Development Area. Property Owners shall not submit a competing application for development in Wasatch County during the identified 180-day period. After the lapse of the 180-day exclusive review period, the parties may continue to negotiate annexation, but Property Owners' may withdraw their development application and , at their discretion, elect to pursue development Alternative C. Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier.

5.2.2.5 Annexation Agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area. If the Roosevelt Gap/Snow Park Development Area is annexed into Park City under Alternative A, then the following conditions of development shall bind the parties: (a) the density of the Roosevelt Gap Lodge shall not exceed 105 Park City unit equivalents, (b) the funicular tramway shall be installed at the earliest opportunity, (c) Property Owners shall make offers of dedication of conservation easements, and shall designate development envelopes, all as depicted in Exhibit "N" attached hereto, (d) the remainder of the Roosevelt Gap/Snow Park Development Area shall be dedicated open space to Park City as depicted on Exhibit "~~N~~" attached hereto, and (e) there shall be no overnight parking at Roosevelt Gap Lodge. *jh*

5.2.2.6 Annexation Agreement for Alternative B. If the Roosevelt Gap/Snow Park Hotel Area is annexed into Park City under Alternative B, then the following conditions of development shall bind the parties: (a) the density of the Roosevelt Gap Development shall not exceed 5 single-family lots, (b) Property Owners shall make offers of dedication of conservation easements and shall designate building envelopes, maximum areas of disturbance, and limits of disturbance as depicted in Exhibits "N" and "O" attached hereto, and (c) the remainder of the Roosevelt Gap/Snow Park Hotel Area shall have dedicated open space and conservation/open space easements as depicted on Exhibit "N" attached hereto.

5.2.2.7 Alternative C for Roosevelt Gap Development. If Park City does not annex the property under either Alternatives A or B, Property Owners have the right to seek development approval under Wasatch County jurisdiction of a single-family lot subdivision with density not to exceed five (5) lots encompassing a total area of approximately seven (7) acres at the Roosevelt Gap Development, with designated limits of disturbance, all as depicted and described in Exhibit "O." The parties agree that the resulting five lot subdivision shall be platted and deed-restricted to result in no visual intrusion from the vantage point described in Section 5.3.9. The subdivision identified by this paragraph will be developed within the Roosevelt Gap Development envelope, with limits of disturbance as defined in the Amended Telemark Park Resort or the equivalent approval obtained from Wasatch County. The Park City staff and City Council have

reviewed Exhibit "O" and found it to be generally acceptable as to density, use and configuration.

5.2.2.8 **Property Owners Choice of Alternatives.** Property Owners must choose between either Alternatives A or B prior to petitioning for annexation to Park City of the Roosevelt Gap/Snow Park Annexation Area.

5.2.2.9 **Access to Roosevelt Gap Development.** Under Alternative A, as described in Section 5.2.2.2 above, Roosevelt Gap Lodge employee, guest and resident access shall be via a funicular lift, which shall be designed to the reasonable satisfaction of Park City, and constructed at the Property Owners expense. The funicular lift shall begin at the Snow Park Hotel Site. Under Alternative A, vehicular access to the Roosevelt Gap Development from Park City via Keetley Road and through the western perimeter controlled access gate(s), depicted and generally described in Exhibits "B," "C" and "E," shall be limited to service, stock, delivery, and maintenance vehicles. There shall be no guest or employee access to Roosevelt Gap Development under Alternative A via the western perimeter access gate(s). Vehicular access under Alternatives B or C from Park City to the Roosevelt Gap Development shall be via Keetley Road and the western perimeter controlled access gate(s). Ski run access from the Roosevelt Gap Development to and from the Deer Valley ski area is both contemplated and encouraged.

5.2.2.10 **Parking at Roosevelt Gap Lodge.** Under Alternative A, as described in Section 5.2.2.2, parking at Roosevelt Gap Lodge shall not exceed 50 stalls, with no overnight parking. Property Owners shall grant Park City a parking

enforcement easement, in substantially the form of Exhibit "R," which shall grant Park City public safety personnel the right to enforce the no overnight parking restriction at Roosevelt Gap Lodge. The prohibition on overnight parking at the Roosevelt Gap Lodge solely applies and is applicable to Alternative A for the Roosevelt Gap Development (the 105-multi family unit structure). Under Alternative A, guest and resident parking for the Roosevelt Gap Lodge and Snow Park Hotel Site shall be served by an on site parking facility at the Snow Park Hotel Site. Property Owners may provide for employee shuttle service from the east perimeter gate to the Roosevelt Gap Lodge. Residents or guests within the perimeter gates of the Amended Telemark Park Resort may use the parking facilities at the Roosevelt Gap Hotel Development as limited by the "no overnight parking" restriction.

5.2.2.11 **Exclusive Development Alternatives for the Roosevelt Gap Development.** Subject to the terms and conditions of this Agreement, Property Owners agree to pursue only Alternatives A, B or C in development of the Roosevelt Gap Development.

5.2.3 **Slalom Village.** Property Owners will seek to amend the 1991 Density Determination to allow for the development of the Slalom Village Area, with no more than 83 multi-family units (2,400 sq.ft/unit, which shall not be deemed unit equivalents under *Park City Land Management Code*) (of which not less than 60% of the units developed shall be concentrated into a single structure (the "Primary Village Structure")), with support commercial up to five percent (5%) of the gross square footage of the Slalom Village structures and appropriate amenities, all within the Slalom Village development envelope,

along with four (4) single-family lots, a 20,000 gross square foot Ski Academy, and a ski chair lift which base terminal may be located in any reasonable location within a 1,100 foot radius of Slalom Village all as depicted in Exhibit "F."

5.2.3.1 Annexation Procedure for the Slalom Village Area.

Upon the approval of a final plat or record of survey in Wasatch County for any portion of the Slalom Village Area, but in all cases prior to application for a building permit for any portion of the Slalom Village, Property Owners will deliver to Park City a petition for annexation of the Slalom Village Area to Park City. The petition for annexation of the Slalom Village Area shall provide for affordable employee housing, subject to Park City qualified renters guidelines and shall otherwise comply with Park City Resolution No. 7-95. The total affordable employee housing shall be four percent (4%) of the total number of units within the Slalom Village Area. At their own discretion, Property Owners' affordable employee housing obligation can be satisfied within any unincorporated area of the Property. The Park City staff and City Council have reviewed Exhibit "F" and have found the same to be generally acceptable as to density, use and configuration. Within fourteen (14) days of the receipt of the petition for annexation, Park City shall notify Property Owners of any additional information necessary to make the petition complete. Upon the earlier of submittal of the additional information by Park City or after the passage of fourteen (14) days without providing written notification to Property Owners, Park City shall have up to 120 days from such notice and submission of the petition within which to annex the Slalom Village Area. The complete annexation petition delivered to Park City as outlined above shall be exclusive

to Park City for 120 days, and during such period Property Owners shall not pull building permits. Upon the expiration of the 120 day period, Property Owners may obtain building permits from Wasatch County for the construction of Slalom Village as a Wasatch County development, but will not object to or interfere with Park City's efforts to annex Slalom Village Area after the lesser of one year or the completion and/or installation of the infrastructure. Park City shall promptly commence and process the annexation review upon complete petition filed by Property Owners.

5.2.3.2 Annexation Agreement. If Slalom Village is annexed into Park City, then the following conditions of development shall bind the parties: (a) the density of Slalom Village Area shall not exceed 83 multi-family units (maximum 2,400 sq. ft./unit) with support commercial space up to 5% of the gross square footage and appropriate amenities, four (4) single-family lots, and a 20,000 square foot ski academy, (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure at Slalom Village prior to the issuance of a certificate of occupancy for any portion of the Slalom Village Area, (c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) the Property Owners shall irrevocably grant limited conservation easements to the ski run(s) and remaining areas, as so depicted in Exhibit "N." Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier. As more fully described in Section 5.2.2.1 above, Property Owners may transfer up to ten (10) single-family and/or multi-family units from the Slalom Village

Area to Telemark Park Village outside the eastern perimeter controlled access gate, in exchange for an increase of up to ten (10) multi-family units being added to the Snow Park Hotel Site, upon Park City's consent.

5.2.3.3 **Development Alternative to Slalom Village.** In the event Property Owners elect not to construct the development described in Section 5.2.3 above, then Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) lots shall be platted in Wasatch County and may be recorded within the Slalom Village development envelope with limits of disturbance established by Wasatch County and as generally depicted in Exhibit "S." The Park City staff and City Council have reviewed Exhibit "S," and found said exhibit to be generally acceptable as to density, use and configuration. The twelve (12) single-family lots are in addition to the four (4) lots shown on Exhibits "C" and "F" and the 20,000 square foot Ski Academy. Property Owners shall have the right to develop the 12 single-family lot subdivision and the 20,000 square foot Ski Academy as a Wasatch County development. In the event Property Owners elect to develop the twelve (12) single-family lot subdivision, then Property Owners shall realign and construct Keetley Road as depicted on Exhibit "S," wherein Slalom Village becomes a cul-de-sac that is not accessible from the eastern portion of Keetley Road except via St. Louis Drive.

5.2.3.4 **Disconnection of Keetley Road at Slalom Village**

Location. A permanent physical disconnection of Keetley Road shall occur at the Slalom Village Area location, which disconnection shall be accomplished as follows: (a) Upon the



platting of lots in the Little Baldy neighborhood or upper St. Louis neighborhood, Property Owners shall disconnect, either by steel gates and/or boulders and natural vegetation, Keetley Road so as to prevent vehicular through traffic in the Slalom Village Area; and (b) disconnection shall be permanent at the Slalom Village location upon the construction of the Primary Village Structure at Slalom Village (the footprint of which shall partially be within the historic configuration of Keetley Road right-of-way, such that the right-of-way is completely obstructed) or the construction of the cul-de-sac configuration described in Section 5.2.3.3. Upon the permanent physical disconnection, there shall be no reconnection of Keetley Road at the Slalom Village location. Nothing herein shall preclude the parking and internal circulation at the Primary Village Structure as described in Section 5.2.3.7.

5.2.3.5 Conditions of Development Absent Park City

Annexation. If the Slalom Village Area is not annexed into Park City pursuant to Sections 5.2.3.1 and 5.2.3.2, Property Owners may proceed to develop Slalom Village as a Wasatch County development so long as (a) the Property Owners seek development approval in Wasatch County for density in accordance with the configuration and development restrictions described herein and depicted in Exhibits "C," "F" or "S," (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure prior to the issuance of a certificate of occupancy for any portion of Slalom Village, (c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) the same area designated for dedication and conservation easements shall be preserved by conservation easements granted to and accepted by a public entity or a

private non-profit open space conservancy to the reasonable satisfaction of Park City.

Nothing in this Section shall prevent Property Owners, at their discretion, from pursuing the development alternative for Slalom Village area as described in Section 5.2.3.3 and as depicted in Exhibit "S" attached hereto.

5.2.3.6 Conditions Precedent to Occupancy of Slalom

Village. No portion of the Slalom Village Area may be occupied by residents or guests until the proposed Slalom Village Chair (as approximately designated on the Development Plan) is fully operational. During the Deer Valley ski season, subject to snow, weather and/or other operational conditions, Property Owners commit to the continuous daily operation of the Slalom Village Chair from the issuance of the first certificate of occupancy for any portion of the Slalom Village.

5.2.3.7 Ski Academy. The parties understand and agree that the 20,000 square foot Ski Academy, which the parties anticipate being constructed at Slalom Village, shall be used as an academic athletic institution and/or ski training facility whose students/attendees are expected to reside within the Slalom Village Area and/or Amended Telemark Park Resort. Alternatively, Property Owners may use the 20,000 square foot Ski Academy or other approved structure in a manner that will similarly limit the level of vehicular traffic on Keetley Road.

5.2.3.8 Vehicular Access to Slalom Village. Access to Slalom Village area shall be via Keetley Road from the western and eastern perimeter controlled access gates, except as limited by Section 5.2.3.4 above. However, parking and internal

circulation within Slalom Village shall discourage the use of Keetley Road as a means of vehicular travel from U.S. Highway 40 to Park City. An emergency/utility road, as described in paragraph 5.3.7.3 below, shall bypass Slalom Village connecting the easterly and westerly sections of the disconnected Keetley Road, and shall be crash gated to prevent vehicular through traffic by the general public, except as limited by Section 5.2.3.4 above.

5.2.3.9 Grade and Width of Keetley Road. The parties understand and agree that the width and grade of Keetley Road from McKinley Gap to Slalom Village area might only be 24 feet wide, and may have a grade of twelve percent (12%). If annexed by Park City, these development standards are deemed sufficient for purposes of constructing a private road, and are acceptable, and the road may be constructed.

5.2.3.10 Slalom Village Parking. Property Owners may construct no more parking stalls underneath the Slalom Village multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County official(s). The parking structure at Primary Village Structure may be accessible from Park City so long as the connection between the parking levels is designed to Park City's reasonable satisfaction in such a manner that sufficiently discourages the tendency to use the Keetley Road as a means of vehicular travel from U.S. 40 to Park City. It is contemplated that such will be accomplished by the construction of a multi-level structure with vertical separation between the east and west parking entrances, and an internal ramping and gate system. No more than 25 vehicular parking spaces shall be constructed at the Ski Academy. Shuttle service to and from the Ski Academy and/or Slalom Village Area shall be

provided by all reasonable means in order to discourage the use of individual vehicular forms of transportation.

5.2.4 **St. Louis Neighborhood.** Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the St. Louis neighborhood shall contain a maximum density of 66 single family lots. The Park City staff and City Council have reviewed Exhibits "B" and "C" and found them to be generally acceptable as to density, use and configuration. The St. Louis neighborhood shall be developed as a Wasatch County development.

5.2.4.1 **Access to St. Louis Neighborhood.** There shall be two principal points of ingress and egress to the St. Louis neighborhood. One of the accesses to the St. Louis Neighborhood shall be via Keetley Road and St. Louis Drive from Park City through the western perimeter gate(s), which access shall be restricted by the installation of a perimeter controlled access gate in accordance with either Section 5.3.3 or 5.3.5, as appropriate. The other primary access to the St. Louis Neighborhood shall be via the controlled access gate, in accordance with either Section 5.3.3 or 5.3.5, as appropriate, at the east end of the Property.

5.2.5 **Little Baldy Neighborhood.** Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the Little Baldy neighborhood shall contain a maximum density of 60 single-family lots and no more than 10,000 square feet of support commercial. The Little Baldy neighborhood shall have no visual intrusion (into Park City) from the vantage point described

in Section 5.3.9. The Park City staff and City Council have reviewed Exhibits "B" and "C" and found them to be generally acceptable as to density, use and configuration. The Little Baldy neighborhood shall be developed as a Wasatch County development.

5.2.5.1 Access to Little Baldy Neighborhood. There shall be two points of ingress and egress to the Little Baldy neighborhood. One of the accesses to the Little Baldy Neighborhood shall be via Keetley Road, St. Louis Drive and Little Baldy Drive from Park City through the western perimeter gate(s), which access shall be restricted by the installation of a perimeter controlled access gate in accordance with either Section 5.3.3 or 5.3.5, as appropriate. The other primary access to the Little Baldy Neighborhood shall be via the perimeter controlled access gate, in accordance with Section 5.3.3 or 5.3.5, as appropriate, at the east end of the Property.

5.2.6 Telemark Park Village. Property Owners will seek to amend the 1991 Density Determination in Wasatch County as depicted in Exhibits "B" and "C," wherein the Telemark Park Village shall contain a density of 188 multi-family units and identified commercial space. Property Owners may increase the density of the Telemark Park Village as described in Sections 5.2.2.1 and 5.2.6.2.

5.2.6.1 Access to Telemark Park Village. Vehicular access to Telemark Park Village shall be only via the frontage road from U.S. Highway 40 at the Mayflower interchange. Telemark Park Village residents and users shall have no vehicular access to Park City via Keetley Road.

5.2.6.2. **Increased Density for Telemark Park Village.** In the event Property Owners choose to develop a five (5) single-family lot subdivision and not a 105 multi-family unit lodge at the Roosevelt Gap Development, Property Owners may increase the density at Telemark Park Village by no more than fifty (50) multi-family units at the Telemark Park Village. Density at the Telemark Park Village may also be increased to satisfy the affordable housing requirements anticipated by this Agreement. Density may also be increased in accordance with Section 5.2.2.1. Any additional units added to the Telemark Park Village, in accordance with this Section, may be developed pursuant to Wasatch County standards, configurations and square footage.

5.3 **Additional Development Requirements.** Any development under the Development Plan for the Property shall be subject to the following additional requirements, if the conditions as set forth in Section 1.2 above are satisfied:

5.3.1 **Timing Of Annexation of Snowtop/Hidden Hollow Area, Roosevelt Gap Development and Slalom Village.** As more particularly described in Sections 5.2.1.1, 5.2.2.4 and 5.2.3.1, Property Owners contemplate submitting petitions of annexation, as more fully described herein, for the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area and Slalom Village Area to Park City. With respect to the Snowtop Neighborhood and Slalom Village Area, these development areas will be petitioned for annexation solely as platted or surveyed (and depicted in Exhibits "D" and "F") in Wasatch County. Park City shall have a specified number of days in which to annex the petitioned area(s). Property Owners agree not to pursue annexation of the Snowtop/Hidden Hollow

Area, Roosevelt Gap Development or the Slalom Village Area concurrently, simultaneously, or within the same time period, except as provided herein.

5.3.1.1 Track I for Annexation by Park City. In the event Property Owners have received Wasatch County approval for the recordation of final plats and/or records of survey for the Snowtop Neighborhood Area or Slalom Village Area in Wasatch County, and Property Owners submit a petition for annexation of the Snowtop/Hidden Hollow Area and/or Slalom Village Area to Park City, as depicted in Exhibits "D," "F" and/or "S," Park City shall have up to 120 days during which to approve the annexation before Property Owners shall be entitled to pull Wasatch County building permits for such development. Property Owners may also submit the petitions for annexation, including the petition for annexation of the Roosevelt Gap/Snow Park Area with such other petitions, simultaneously or prior to the completion of review of a prior petition, provided the Snowtop Neighborhood and Slalom Village Area final plats are ready for recordation in Wasatch County at the time the respective petition is submitted.

5.3.1.2 Track II for Annexation by Park City. In the event Property Owners are not prepared to record plats or records of survey and have not secured all necessary utilities for the Snowtop Neighborhood Area or Slalom Village Area in Wasatch County, Property Owners may submit petitions for annexation of the Snowtop/Hidden Hollow Area, Roosevelt Gap/Snow Park Area or the Slalom Village Area to Park City sequentially, in any order as determined by Property Owners, with no two petitions being considered by Park City for approval simultaneously. After the passage of the time period in

which Park City shall have the exclusive right to review and approve a petition for annexation (120 or 180 days as defined herein), Property Owners may submit for review and consideration a second petition for annexation of an additional annexation area as contemplated herein. If Property Owners request Park City's assistance in securing utility services and/or other development infrastructure for the Snowtop/Hidden Hollow Area or Slalom Village Area, then the annexation period may be extended an additional six months at Park City's discretion.

5.3.1.3 Track III for Annexation by Park City. In the event that Property Owners bring one annexation petition for all development areas subject to annexation as set forth herein, with or without plat approval from Wasatch County, Park City shall have one year as provided by applicable law to review and annex such development areas.

5.3.2 Construction Traffic. All construction vehicles for any development for the Property, except the Snow Park Lodge Site (and the funicular tramway to Roosevelt Gap Lodge) shall access the Property from U.S. Highway 40. No construction vehicles shall access the Property, except the Snow Park Hotel Site, from Park City. Construction vehicles shall be permitted on that portion of Keetley Road from McKinley Gap to Queen Esther Drive, solely to improve the Keetley Road pursuant to the building permit (Exhibit "L"), provided the construction vehicles access that portion of Keetley Road from the eastern side of the Property via U.S. Highway 40. Property Owners hereby agree to

grant Park City a public safety easement to enforce traffic restrictions on all private roadways within the annexation area.

5.3.3 Permanent Controlled Access Gates. As designated and identified in the Development Plan and shown on Exhibit "B," Property Owners (at their cost and expense) shall construct, maintain and operate at least two permanent controlled-access gates, which shall be designed so as to restrict access to the Property as described in this Agreement.

5.3.3.1 Design of Permanent Controlled Access Gates. The perimeter controlled access gates shall be designed and constructed as depicted on Exhibit "T," which Park City staff and City Council have reviewed and found to be acceptable as to design operation and approximate location.

5.3.4 Private Vehicular Access Only. Access to the Property from Park City shall be limited as described in Section 5.2 above. The perimeter controlled access gates shall provide for private vehicular access only to property owners and their guests for all areas within the perimeter controlled access gates. Roosevelt Gap Development (Alternative A) shall be limited to service and maintenance vehicles only.

5.3.5 Temporary Gates. The temporary gates shall be constructed of a steel construction (i.e. agricultural-type steel gate), which is manually operated and controlled by padlocks and keys. The temporary gates shall be installed by the Property Owners (at their cost and expense) at (i) the intersection of Queen Esther Drive and Keetley Road and (ii) the eastern perimeter controlled access gate as depicted on Exhibit "B," or the

east end of the Property. The temporary gates shall remain locked at all times and shall not be removed until the issuance of the first single family residential building permit, and the replacement of the temporary gate(s) with permanent perimeter controlled access gates pursuant to Section 5.3.3. During the construction phase of the development of the Property, but for no longer than two years from commencement of construction, Property Owners, may substitute the temporary gates with the permanent perimeter controlled access gates described in Section 5.3.3 and depicted in Exhibit "T."

5.3.6 Secondary Access. As designated on the Development Plan and the Trails and Secondary Access Exhibit attached as Exhibit "U," the Property Owners may construct three types of secondary access roads and trails: (i) a Bicycle/Pedestrian Path; (ii) an Emergency/ Bicycle/Pedestrian Path; and (iii) an Emergency Utility Road. The paths shall be open to the public to the same extent as to residential guests. Except in the case of an emergency, use of any secondary access shall be limited to non-vehicular traffic, such as bicycles, horses, skiers and pedestrians. In addition, the configuration, improvement and maintenance of secondary access shall be as follows:

5.3.6.1 Bicycle/Pedestrian Paths. Bicycle/Pedestrian Paths shall be so controlled as to be unavailable or inaccessible to motorized vehicles, insofar as practical.

5.3.6.2 Emergency/Bicycle/Pedestrian Paths. Emergency/ Bicycle/Pedestrian Paths shall be constructed in a manner not to exceed the minimum requirements necessary to be classified ^{as emergency access} by the Park City Fire Marshal.

5.3.6.3 Emergency Utility Roads. Emergency Utility Roads shall be limited to an eight (8) foot wide paved surface with two (2) foot gravel shoulder on one side and a ten (10) foot gravel shoulder on the other side for a total width not to exceed twenty (20) feet, or such other minimum requirements as shall be required by the Park City or Wasatch County Fire Marshal, as appropriate.

5.3.6.4 Maintenance. Maintenance of all secondary accesses shall be the exclusive obligation of the Property Owners, ^{of record title jh} ~~future property owners~~ and homeowners associations within the Property. Upon dismissal of the Action with prejudice, Property Owners shall record in the official records of Summit County and Wasatch County, Utah, a restrictive covenant and equitable servitude relating to the maintenance of the secondary accesses which provides that such maintenance shall be the obligation of the Property Owners, future property owners and/or homeowner's associations. The restrictive covenant and equitable servitude shall run with the land and shall be substantially in the form of Exhibit "V," which covenant shall be added later in the form of an executed and recorded covenant, conditions and restrictions.

5.3.6.5 Crash Gates. At the entrance of Emergency/ Bicycle/Pedestrian Paths and the Emergency Utility Road, the Property Owners shall (at their own cost and expense) construct crash gates which shall be designed in substantially the form attached hereto as Exhibit "W" to allow immediate entry by emergency vehicles and personnel, but to prevent entry by all other motorized vehicles.

5.3.7 Construction and Conveyance of Slalom Village Emergency Utility Road. Prior to completion of the foundation for the primary Slalom Village multi-family structure, the Property Owners shall construct (at their cost and expense) and convey to Park City, in fee simple, title in the Slalom Village Emergency Utility Road designated on the Development Plan as running in a northwest/southeast direction just northeast of the Slalom Village Area. Said deed shall take the form of Exhibit "X."

5.3.8 Compliance with Park City Resolutions and Ordinances. At a minimum, any application to annex and improve and/or develop the Snowtop/Hidden Hollow Area, the Roosevelt Gap Development and the Slalom Village Area shall comply with Park City resolutions and ordinances in effect at the time a proposal is submitted to Park City for consideration, subject to the limitations of Sections 5.10 and 5.11.

5.3.8.1 With respect to the Slalom Village Area, Snowtop Neighborhood and Roosevelt Gap Alternative C, the parties agree that Park City will annex those areas as platted and recorded in Wasatch County, as to density, use and configuration, including road configuration.

5.3.9 Ridge Lines. With the exception of Roosevelt Gap Development, which is dealt with in Section 5.3.9.1 below and ski lift towers and terminals, no portion of any structure within the Amended Telemark Park Resort shall break the ridge line as viewed from the back deck of the Stew Pot Restaurant 1375 Deer Valley Drive (except for the limited area of the funicular as depicted on Exhibits "E" and "P"). The term "Critical Ridge Line" refers to the ridge line as shown on Exhibit "P"

A handwritten signature in black ink, appearing to be 'J. [unclear]', is written over the bottom right of the page.

5.3.9.1 **Vantage Point.** As to Roosevelt Gap Development, maximum height shall be determined in the field, such that no portion of the Roosevelt Gap Development will be visually obtrusive from the vantage point of the Stew Pot Restaurant deck at 1375 Deer Valley Drive. The maximum height shall be determined in good faith by the judgment of Park City's Community Development Department.

5.3.10 **State Land Leases.** The Utah School and Institutional Trust Lands Administration (the "State") is the owner of certain lands located within the confines of the Amended Telemark Park Resort, which lands are identified on the Development Plan. The State and those claiming under it shall have access rights via Keetley Road, and the use of Keetley Road by such persons shall not be a violation of this Settlement Agreement. Property Owners have obtained nine special use leases from the State covering the state lands, which comprise approximately 57 acres. The state leases have terms of 51 years and contain cross-default provisions. The Property Owners have disclosed this Settlement Agreement to the State. The Property Owners shall have the right to seek such amendments and revisions to the state leases from time to time as they deem appropriate (including extensions of the lease term and elimination of the cross-default provisions between unrelated third-party assigns), and the right from time to time to assign individual leases to third parties for development to the extent permitted by the leases and applicable law; provided, however, that the Property Owners' use of the lands covered by the leases during the terms thereof shall be consistent with the Development Plan and this Settlement Agreement, to the extent permitted by the state leases. However, Property Owners agree

that cross default provisions shall nevertheless remain in effect as between the leases in the group covering Parcels 1C, 1D, 2A, 2B, 2C and 2D (Group 1), and also as between the leases in the group covering Parcels 3A, 3B, 3C, and 3D (Group 2), (but not between any lease(s) in Group 1 and any lease(s) in Group 2). Property Owners further agree (subject to applicable law and the terms of the state leases), to associate the Group 1 leases with the Slalom Village development and the Group 2 leases with the Roosevelt Gap development such that the developer of each such development shall have the right and the obligation to cure any defaults in the associated state leases. The Property Owners promptly will provide Park City with a copy of any notice(s) of default from the State under any of the nine leases that have not been previously developed or assigned to third parties for purposes of development. Park City will have the right, but not the obligation, to cure the default if the Property Owners fail to do so, and upon curing the default to receive an assignment of all rights under those state leases as to which notice was given; provided, however, that Park City will have no right to cure such default or receive an assignment of the Property Owners' rights under the State leases if Property Owners are attempting to cure such default or are appealing or in good faith disputing the State's determination of the existence of such default; provided, further, Park City's right to cure and receive an assignment shall at all times be subordinate to the right of Property Owners' lender(s) or mortgagee(s) to cure such default, including such lender(s) or mortgagee(s) right of receiving an assignment of lease or of appealing or in good faith disputing the State's determination of the existence of such defaults; provided, however, that this paragraph shall not limit the State's statutory right to

approve or disapprove any such assignment. If Park City exercises its right to cure, as provided herein, Park City shall have the right to seek and maintain an action for reimbursement against the lessee(s) of the applicable group of leases subject to default to recoup reasonable costs directly associated with cure. The Property Owners will seek the concurrence of the State with the uses of the state lands contemplated herein, and will ask the State to agree to send Park City a copy of any notice of default under a state lease and to allow Park City to exercise its rights specified above, subject to applicable law and the terms of the leases.

5.4 **Plat Notes.** The following notes shall be on all plats and records of survey for all areas west of the eastern perimeter controlled access gate:

NOTES:

1. Vehicular access through the eastern perimeter controlled access gate and the western perimeter controlled access gate is limited solely to residents and guests and shall otherwise be closed at all times.
2. All construction traffic regardless of vehicular weight is limited to U.S. Highway 40 and the eastern perimeter controlled access gate.
3. Public safety access and utility easements are hereby dedicated for all roads.
4. Permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian/bicycle pathways, including snow removal, shall be the sole responsibility of the property owners and/or homeowners' association, to the reasonable satisfaction of Park City.
5. Park City Municipal Corporation is a third-party beneficiary and these plat notes may not be amended without Park City's written consent.

For any plat within Park City, the plat shall contain a public dedication of the bicycle/pedestrian paths, emergency/bicycle/pedestrian paths and emergency utility roads. For any plat outside of Park City, a public easement shall be granted over the bicycle/pedestrian paths, emergency/bicycle/pedestrian paths and emergency utility roads as shown on Exhibit "U."

5.5 **Covenants, Conditions and Restrictions.** Any homeowners association covenants, conditions and restrictions relating to the Property west of the eastern perimeter controlled access gate shall contain the exact information referred to in Section 5.4.

5.6 **Recorded Restrictive Covenant.** The perimeter controlled access gates shall limit access from Park City to the Property and vice versa. Upon dismissal of the Action with prejudice, Property Owners shall, as soon as reasonably practical and necessary, record on the official records of Summit County and Wasatch County, Utah a restrictive covenant and equitable servitude relating to the perimeter controlled access gates which provides for the placement of the gates, for the maintenance and use of the gates, and which prohibits the removal or disabling of the gates without the prior written consent of the Property Owners and Park City. No party to this Agreement shall have the authority, unilaterally or otherwise, to remove any controlled access gates, or to otherwise allow non-resident vehicular traffic through the controlled access gates. The restrictive covenant and equitable servitude shall run with the land and shall be substantially in the form of Exhibit "Y".

5.7 Processing Fees and Charges. The following processing fees shall be applied to the development of the Property:

5.7.1 Property Owners shall pay all usual, planning and processing fees for the Roosevelt Gap Development, the Snow Park Hotel Site and Hidden Hollow.

5.7.2 Property Owners shall not be obligated to pay initial planning fees for Slalom Village and Snowtop unless Property Owners seek development approval prior to their receipt of approval from Wasatch County.

5.7.3 Property Owners and Park City shall fully cooperate with the annexation process by providing and/or seeking any information reasonably necessary for the review of the areas including, providing the statutory notice required by the *Park City Land Management Code*.

5.7.4 Property Owners shall be required to pay planning, building and impact fees, except as provided herein, for any portion annexed to Park City with appropriate offsets for contributions and improvements and without any duplication of impact fees.

5.7.5 **Impact Fees.** Park City's impact fee ordinances shall apply to all portions of the Property that are currently within the City's corporate boundary and to those portions of the Property that are annexed into Park City. Park City's impact fees are assessed at the building permit application phase. Pursuant to this Agreement, some of the area contemplated for annexation into Park City could in fact be annexed *after* building

permits have been issued by another jurisdiction. In such a case, Park City may not unilaterally assess additional Park City impact fees.

Property Owners shall not petition to annex any portion of the Property into the Park City School District. Park City's School Facilities Impact Fee is a fee charged to offset the impacts of growth on the need for new facilities in the Park City School District. Park City shall not charge a School Facilities Impact Fee for development within that portion of the Property that is not within the Park City School District.

Property Owners intend to serve all of a large portion of the annexation areas with sewer and water facilities that are not part of the Snyderville Basin Sewer Improvement District (SBSID) or the Park City municipal water system. Park City shall not impose water or sewer impact fees on that development within those portions of the Property that are annexed into Park City but that are not served by the Park City municipal water system of the SBSID.

Property Owners are offering to dedicate public access to a significant network of trails and to deed to Park City title to Statutory Warranty Deed and perpetual conservation easements (to the reasonable satisfaction of Park City) to a significant amount of passive open space as a component of their petitions for annexation. This network of trails and dedicated open space is an offer in excess of the trails/open space system that Park City typically requires of Master Planned Developments. Further, the offer specifically contributes trails and open space in a manner that contributes to Park City System Improvements as that term is defined in the Park City Impact Fee Ordinance. As such, once

dedicated, the value of the offered improvements that actually exceeds that typically required in Park City for development approval shall be considered an offset to the Parks, Trails, and Open Space impact fee that is imposed at the time of building permit application.

While Park City impact fees may change from time to time, and while a change in impact fees is not precluded not provided for by this Agreement, the value of the excess open space and trails anticipated herein is in excess of the Parks, Trails and Open Space impact fee calculation for the maximum development anticipated within the annexation areas. Generally, Park City requires Master Planned Developments within its boundaries to leave 60% of the land in open space and requires dedication of a far less extensive and extensively-maintained public access trail system. If all annexation areas are annexed, Property Owners shall be entitled to an offset of up to \$1.118 Million (adjusted by CPI, with a base year of 1995) against the park City's Parks, Trails, and Open Space Impact Fee actually assessed for the value of excess open space and trails that is actually dedicated to Park City.¹ Of the \$1.118 Million offset, \$500,000 is attributable to excess land and trails dedications associated with the Roosevelt Gap/Snow Park Annexation, \$300,000 is attributable to the excess land and trails dedications associated with the Slalom Village Annexation Area, and \$318,000 is attributable to excess land and trails dedications associated with the Snowtop/Hidden Hollow Annexation Area. Offsets will be available annexation

¹ The \$1.118 Million calculation assumes 335 acres zoned Recreation Open Space (pursuant to the *Park City Land Management Code*), with approximately 105 acres dedicated to Park City in fee simple absolute, approximately 177 acres *conservation easements (drafted to the reasonable satisfaction of Park City)*, and approximately ten miles of improved and maintained trails.

area, by annexation area, at the time of application for building permits. Any unused offset from one annexed area may be transferred to another annexed area. Property Owners are not entitled to a rebate of dedicated land or money.

5.8 **Good Faith.** The parties have dealt with each other in good faith and will continue to do so.

5.9 **Discretionary Approvals.** All discretionary approvals required under the *Park City Land Management Code* or any other state or local rule or law, which have not yet been granted or otherwise resolved by this Agreement, must be obtained by the Property Owners in accordance with all applicable state and local regulations.

5.10 **Subsequently Enacted Regulations/Retained Powers.** Property Owners shall comply with all subsequently-enacted state and local rules, laws, ordinances and regulations. Nothing in this Agreement shall limit the future exercise of the police power of Park City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Any legislation which is inconsistent with the terms and provisions of this Agreement shall not be applied to development activities on or about those portions of the Property subject to possible annexation, as appropriate, unless the legislation also has general application to development activity in Park City. Provided however, that for a period of 15 years from the date of this Agreement, no rule, law, ordinance, or regulation subsequently enacted by Park city shall

decrease the density, use, or configuration (including the roads) of the development contemplated by this Agreement.

5.11 **Private Roads.** The parties agree and understand that all roads within the Development Plan will be private at the time of development, subject to specified public easements, and may not meet Park City's public road standards or *Park City Land Management Code* requirements. The private roads within the Development Plan are depicted on Exhibit "B." The Parties agree that roadway corridors will be retained by Property Owners so as to overlay and include the roadways approximately as shown on Exhibit "B," and will not be encumbered by conservation easements, dedicated as open space and may not be included on adjacent plats. Roadway corridors shall generally be 50 feet in width, except where construction requirements, such as cuts, fills, skier bridges and other related structures may require additional width. Property owners will, in such cases, retain as little width as necessary to include such improvements. Roadway corridors may be dedicated to a master homeowners association or special service districts.

5.11.1 **Right to Construct Roads.** The Parties acknowledge and agree that certain roads within the areas contemplated for annexation herein are necessary for the development of areas not contemplated for annexation. In the event Property Owners proceed to develop non-annexation areas prior to the areas which are contemplated for annexation, Park City agrees not to interfere with the construction of such roads within the annexation area pursuant to Wasatch County approvals and building permits. Such construction shall not alter the Property Owners' obligations, as set forth and

contemplated herein, to offer annexation of those areas prior to development. Such roads may be constructed prior to any plat or record of survey approval within the annexation area.

5.12 **Conceptual Plans.** The Parties acknowledge that the structures shown on Exhibits "B," "C," "D," "E," "N," "O" and "P" at Snow Park, Roosevelt Gap and Slalom Village are illustrative concept plans, and are not final architectural plans. Final plans may vary, except that such variations may not violate the defined development envelopes shown on Exhibits "N," "O" and "S." Further, in the case of Snow Park/Roosevelt Gap Development, such variation may not violate the visual impact restrictions in Sections 5.2.2.2 and 5.3.9 and, in the case of the Snow Park Hotel Site, may not violate the massing requirements contained in Section 5.2.2.1. Further, such variation may not violate any explicit requirements of this Agreement.

VI.

DURATION OF APPROVAL

6.1 In the event Park City grants/approves all or any portion of the Property Owners' application to annex and/or develop contemplated herein, the duration of the approval shall conform to the provisions of the *Park City Land Management Code* which exists on the date of approval.

VII.

MISCELLANEOUS PROVISIONS

7.1 **Agreement Binds Successors and Assigns.** Property Owners shall be entitled to transfer and/or assign their rights and obligations under this Agreement to any

purchaser or transferee of the Property. This Agreement shall be binding on the successors and assigns of the Property Owners in the ownership or development of any portion of the Property. Except as reflected on the plat notes, real covenants, equitable servitudes and easements contemplated herein, this Agreement shall not bind individual single family lot or multi-family unit purchasers in their capacity as lot or unit owners and is not intended to be reflected on their individual titles.

7.2 **Release of Property Owners From Obligations Under This Agreement.** In the event of a transfer of all or any portion of the Property, the Property Owners shall transfer such rights and obtain an assumption by the transferee(s) of the Property Owners' obligations under this Agreement. Upon full and complete transfer of all rights and obligations, the transferee(s) shall be fully substituted as the Property Owners under this Agreement. Except as reflected on the plat notes, real covenants, and easements contemplated herein, this Agreement shall not bind individual single family lot or multi-family unit purchasers in their capacity as lot or unit owners and the Agreement or its terms are not intended to be reflected on their individual titles.

7.3 **Effect of Park City Resolution No. 38-92.** The terms and provisions of Park City Resolution 38-92 shall not nullify, supersede, or otherwise impair the obligations, benefits or rights provided for and or obtained by this Agreement.

7.4 **Notice.** Property Owners shall give Park City immediate written notice and copies of any and all documents filed and/or submitted to Wasatch County and/or Summit County concerning any proposed development of the Property. To the extent notice

is required by this Agreement, such notice shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses:

Trans Wasatch Company, L.L.C.: McKay Edwards, President
190 North Main Street, Suite #1
Heber City, Utah 84032

Park City Consolidated
Mines Company Harry Reed, President
P.O. Box 497
Park City, Utah 84060

Copy to: Stephen G. Crockett, Esq.
Giauque, Crockett, Bendinger & Peterson
170 South Main Street
Suite 400
Salt Lake City, Utah 84101

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

Copy to: Jodi F. Hoffman, Esq.
City Attorney
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

Copy to: Mark R. Gaylord, Esq.
Switter Axland & Hanson
175 South West Temple
Suite 700
Salt Lake City, Utah 84101

7.5 **Enforcement.** In the event Park City or the Property Owners violate the terms of this Agreement, the non-breaching party may, without seeking an injunction and after fifteen (15) days written notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been satisfied.

7.6 **Failure to Exercise Rights.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time that right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council, taken with the same formality as the vote approving this Agreement, no officer, official or agent of Park City has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind Park City by making any promise or representation not contained herein.

7.7 **Entire Agreement.** This Agreement, with Exhibits "A" through "Y", constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by all parties to this Agreement.

7.8 **Fees and Costs of Enforcement.** The prevailing party shall be entitled to recover all of its reasonable attorneys' fees and all costs and expenses necessary to enforce this Agreement.

7.9 **Third Party Representations.** Each party to this Agreement is not liable or otherwise responsible for the other party's representations or statements made to third party individuals or entities.

7.10 **Authority to Execute Agreement.** Each party to this Agreement warrants and hereby represents that the individuals executing this Agreement on its behalf, have full and complete authority to do so.

7.11 **Stipulations of Continuance.** The parties agree that prior to the dismissal of the Action with prejudice, as required under this Agreement, to execute such stipulations or other documents as are necessary to maintain the Action.

7.12 **Captions.** The article and section headings contained in this Agreement are for purposes of reference only and shall not limit, expand or otherwise effect the construction of any provisions hereof.

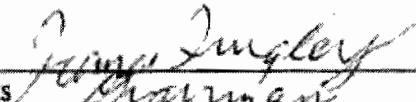
7.13 **Governing Law.** This Agreement and all matters relating thereto shall be governed by, construed and interpreted according to the laws of the State of Utah.

7.14 **Interpretation.** Whenever the context shall require, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This Agreement has been drafted with the input of both parties and shall be interpreted and construed as such.

7.15 **Severability.** If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall only affect such other term(s) or

provision(s) of this Agreement as is necessary to preserve the material objectives of the parties.

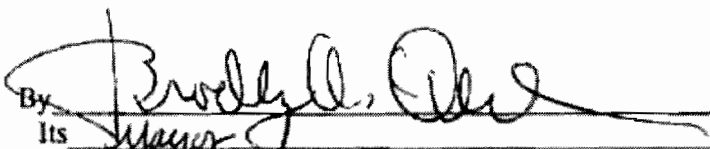
PARK CITY CONSOLIDATED MINES COMPANY, INC.

By 
Its Chairman

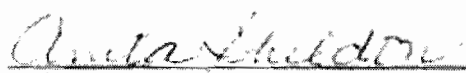
TRANS-WASATCH COMPANY, L.L.C.

By 
Its President

PARK CITY MUNICIPAL CORPORATION

By 
Its Mayor

ATTEST:


Anita Sheldon, City Clerk

APPROVED AS TO FORM:


Jodi Hoffman, City Attorney

settlement pcm



April 18, 2016

Deer Crest Janna, LLC
500 Mamaroneck Ave, Suite 406
Harrison, NY 10528

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-16-03101
<u>Subject</u>	St Regis Deer Valley
<u>Project Address</u>	2300 Deer Valley Drive
<u>Description</u>	Amended Deer Crest Hotel Conditional Use Permit
<u>Action Taken</u>	Approved as amended at the Planning Commission meeting.
<u>Date of Action</u>	April 13, 2016

On April 13, 2016, the Park City Planning Commission conducted a public hearing and approved an application for an amendment to condition #14 of the June 18, 2009, amended Deer Crest Hotel Conditional Use Permit (CUP), also amending conditions of approval #3 and #4 of the April 23, 2014, amended Deer Crest Hotel CUP regarding timing of construction for Phases 2 and 3 at the Snow Park site. Final action is subject to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. This application is a part of a larger Master Planned Development known as the Deer Crest Annexation MPD and is subject to the 1995 Deer Crest Settlement Agreement, as amended in December of 1998 and also in April 6, 2001, by the City Council. On February 28, 2001 Planning Commission approved the Deer Crest Hotel CUP (formally known as the Rosewood CUP). Amendments to the CUP were approved by the Planning Commission on July 25, 2001, March 24, 2004, May 11, 2005, April 22, 2009, and April 23, 2014. The City Council denied an appeal of the April 22nd approval on June 18, 2009.

2. The proposed density of 99.5 residential unit equivalents at Roosevelt Gap, 30.5 residential unit equivalents for Snow Park (total of 130 unit equivalents) and up to 5% of the gross floor area for support commercial uses with an additional 5% gross floor area for meeting space on the 12.07 acre development site is consistent with the Deer Crest Settlement, as amended.

3. The proposal is located in the RD (Residential Development) and RC (Resort Commercial) zoning districts subject to the Deer Crest Settlement Agreement and MPD.

4. A total of 244 parking spaces are required for the entire CUP, with a maximum of 146 spaces allowed at Roosevelt Gap and the remaining spaces required at Snow Park (north and south sites). The December 12, 2000, traffic and parking study by Sear-Brown relies on a guest and employee shuttle system, with a majority of the employee parking provided at Jordanelle Village off of Highway 40. With the shuttle system and parking provided at Jordanelle Village the existing parking, with the surface parking lots at Snow Park, is adequate to meet the demands of the existing uses.

5. A total of 105 overnight parking spaces, and up to 41 day use spaces, are allowed at the Roosevelt Gap site. Eight of these spaces are provided as tandem spaces for valet parking. The amended Settlement Agreement, allowed the Planning Commission to approve overnight parking in conjunction with a luxury hotel and upon demonstration that the remainder of the (Deer Crest) project has been modified to result in no net increase of traffic on Keetley Road.

6. A one- year review of the parking and traffic situation, after certificates of occupancy were issued, was conducted by the applicant and presented to the Planning Commission on January 11, 2012 to evaluate actual traffic and parking impacts of this project. No additional issues were raised and the traffic and parking impacts were found to be mitigated as approved.

7. It is the desire of the developer to build this project in three phases. The first phase is complete and consists of the 105 Roosevelt Gap hotel/condominiums (99.5 UE), including a restaurant, bar, and spa; the funicular and funicular building at Snow Park (the funicular building contains one condominium unit, common area for the hotel lobby and check in, back of house hotel uses, and two affordable housing units); and a temporary sales office with surface parking.

The second phase consists of the south parking structure at Snow Park with condominium units above (approximately 10 UE). The third phase consists of the north parking structure and condominium units above (approximately 20.5 UE). The total density approved for Snow Park is 30.5 UE.

8. During construction of the North Snow Park site when the 56 surface spaces are not available and until the north parking structure is complete, there will be a possible shortage of parking spaces at Snow Park. The applicants indicate that they can accommodate any shortfall during construction by tandem parking with valet service in the South Snow Park parking structure and within the porte-cochere/drop off area at Snow Park.

9. Staff has reviewed this application for an amendment to condition of approval #14 (of the 2009 CUP approval) as described in this staff report, and as amended with the April 2014 CUP approval and finds the application in compliance with the Conditional Use Permit criteria and consistent with the Deer Crest Settlement Agreement, as amended. Staff has also reviewed the request for an amendment to condition of approval #4 of the

2014 amended CUP approval and finds the application in compliance with the Conditional Use Permit criteria and consistent with the Deer Crest Settlement Agreement, as amended.

10. The surface parking was constructed to the requirements of a permanent surface parking lot, including paved surface, physical dimensions, landscaping, lighting, storm water, and a final finish treatment was applied to the retaining wall as previously conditioned.

11. Staff finds that these amendments provide clarity in terms of construction phasing and provision of an updated parking study.

12. The regulations and language in the Land Management Code regarding Conditional Use Permit review as well as Lot and Site regulations in the Residential Development (RD) District code have not substantially changed since the CUP approval and there has been no change in circumstance of the property that would necessitate submittal of a new Conditional Use Permit application.

Conclusions of Law

1. The Application complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Sections 15.1.10 review criteria for Conditional Use Permits.

2. There is no change in Use. The approved Use was determined to be compatible with surrounding structures in use, scale, mass, and circulation.

3. The approved Use was found to be consistent with the Park City General Plan per the June 18, 2009 approval. The requested amendment is not contrary to the General Plan.

4. The proposal is consistent with the Deer Crest Annexation and the 1995 Deer Crest Settlement as amended.

5. The effects of any differences in use or scale have been mitigated through careful planning and conditions of approval.

Conditions of Approval

1. All standard project conditions shall apply.

2. All conditions of approval of the 1995 Deer Crest Settlement Agreement, as amended, continue to apply.

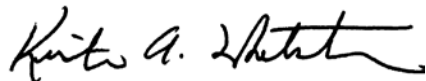
3. All conditions of approval of the Deer Crest Hotel CUP approved on February 28, 2001 (then known as the Rosewood CUP) and amended by the Planning Commission on July 25, 2001; March 24, 2004; May 11, 2005; and April 22, 2009 (with final approval by the City Council on appeal on June 18, 2009), and April 23, 2014, shall continue to apply, with the exception of Condition #14, amended again, with this April 13, 2016 CUP Amendment as follows:

14. The applicant shall submit a complete application and building plans for construction of the Phase 2 parking structure and condominium units at Snow Park South, on or prior to December 31, 2017. If plans are not submitted within this date, the prior CUP approval for Snow Park South shall expire and a new Conditional Use Permit application will be required to be reviewed by the Planning Commission prior to submittal of such building plans for the Snow Park Site. A complete building permit application for Phase 3 shall be submitted by December 31, 2020.

4. Prior to issuance of a building permit for Phase 2 the applicant shall submit for review by the Planning Department Staff an updated parking study for the St. Regis Deer Valley Hotel and an interim-parking layout, to be approved by the Planning Department Staff, addressing any temporary parking shortages that may occur due to loss of surface parking during construction at Snow Park.

If you have questions regarding your project or the action taken please don't hesitate to contact me at (435) 615-5066 or kirsten@parkcity.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Kirsten A. Whetstone". The signature is fluid and cursive, with the first name "Kirsten" being more prominent.

Kirsten A. Whetstone, MS, AICP
Senior Planner

Cc File

When recorded, Mail to:
 Park City Recorder
 PO Box 1480
 Park City, UT 84060

**DEER VALLEY RESORT TWELFTH AMENDED AND RESTATED
 LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
November 30, 2016**

WHEREAS, Royal Street Land Company, a Utah corporation ("Royal Street") heretofore submitted to the Planning Commission of Park City ("Commission") certain items with relation to a residential, commercial, and recreational development project known as Deer Valley / Lake Flat Area Development ("Project") which items were listed in the original Permit granted for the Project by Commission and are incorporated herein by reference; and

WHEREAS, Commission found that such items submitted by Royal Street complied with and satisfied all applicable requirements of the Park City Land Management Code as then in force, to permit the construction of the Project as a planned unit development pursuant to the planned unit development exception then contained in the Park City Land Management Code; and

WHEREAS, Commission heretofore issued to Royal Street a Special Exception Permit dated September 27, 1977, with relation to the Project, which Special Exception Permit was amended by an Amended Special Exception Permit dated June 27, 1979 issued to Royal Street and by a Second Amended and Restated Special Exception Permit dated January 27, 1982, a Third Amendment to Special Exception Permit dated May 17, 1984, a Fourth Amendment to Special Exception Permit dated February 21, 1985, a Fifth Amended and Restated Special Exception Permit dated December 23, 1986, a First Amendment to Fifth Amended and Restated Special Exception Permit dated November 29, 1989, a Second Amendment to Fifth Amended and Restated Special Exception Permit dated April 11, 1990, a Sixth Amended and Restated Special Exception Permit dated October 10, 1990, a Seventh Amended and Restated Large Scale Master Planned Development Permit dated April 14, 1993, an Eighth Amended and Restated Large Scale Master Planned Development Permit dated April 25, 2001, a Ninth Amended and Restated Large Scale Master Planned Development Permit dated June 28, 2006, a Tenth Amended and Restated Large Scale Master Planned Development Permit dated August 12, 2009, and an Eleventh Amended and Restated Large Scale Master Planned Development Permit dated March 23, 2011, which were issued to Deer Valley Resort Company ("Permittee"), as assignee and successor to the rights of Royal Street under the Special Exception Permit; and

WHEREAS, Permittee and Commission desire to further amend and restate the Large Scale Master Planned Development Permit to reflect actions approved by the Commission with respect to the combination of vacant Deer Valley MPD Silver Lake Village Lots F, G, and H into one Lot I and to transfer 843 square feet of existing residential density (0.4215 unit equivalents (UE)) from Deer Valley MPD Silver Lake Village Lot D (existing Goldener Hirsh Inn) to the new Deer Valley MPD Silver Lake Village Lot I, to accommodate connection, access and circulation between the Goldener Hirsch Inn on Parcel D and the future Goldener Hirsch Residences proposed on Parcel I.

WHEREAS, Permittee has requested modification to the Large Scale Master Planned Development Permit and Commission is willing to grant said modifications as herein set forth; and

WHEREAS, Commission finds that it is in the best interest of Park City and its citizens that Permittee be granted the right to construct and develop the Project as a Master Planned Development in accordance with the Park City Land Management Code passed and adopted December 22, 1983, effective January 1, 1984 as the same has been amended by Ordinance to the date hereof (herein designated the "Code") and in accordance with the Large Scale Master Planned Development Permit as amended and restated hereby.

NOW THEREFORE, the Large Scale Master Planned Development Permit is hereby amended and restated to authorize and grant the right, and Permittee is hereby authorized and granted the right, to develop and construct the Project, subject to Planning Commission approval of any required Conditional Use Permits for site specific development and City Council approval and recordation of any required subdivision plats, as outlined and detailed in this: (A) Twelfth Amended and Restated Large Scale Master Planned Development Permit ("Permit") including the Exhibits hereto and those documents and items submitted by Permittee as aforesaid, as a Master Planned Development pursuant to the Master Planned Development provisions contained in the Code; and, (B) the Agreement dated July 12, 1978, between Park City, as "City", and Royal Street, as "Royal Street", as amended by an Amendment to Agreement dated May 29, 1978, a Second Amendment to Agreement dated April 3, 1980, a Third Amendment to Agreement dated August 21, 1980, as amended and restated in its entirety by a Fourth Amendment and Restatement of Agreement, a Fifth Amendment to Agreement dated May 17, 1984, and a Sixth Amendment to Agreement dated February 21, 1985, and all subsequent amendments, which are all incorporated herein by reference and which Agreement as so amended is herein referred to as the "Agreement", and as such Agreement may hereafter be further amended from time to time. Park City is hereinafter referred to in this Permit as "City".

A. **Densities.** For purposes of determining densities in the Project:

(1) Insofar as the following portions of the Project are concerned, the authorized densities shall be as follows:

<u>Parcel Designation</u>	<u>Authorized Dwelling Units</u>
Northwest Multi-Family (Fawn grove)	80
North Entrance Multi-Family (Pinnacle)	40
North Hillside Multi-Family (Pinnacle)	46
Southwest Multi-Family (Aspenwood)	30
Southwest Multi-Family (Courchevel)	13.5
Northwest Hillside Multi-Family (Daystar)	24
South Entrance Multi-Family (Stonebridge)	50
South Multi-Family (Lakeside)	60
West Multi-Family (Pine Inn and Trails End)	40
Total	383.5

For purposes of determining densities on the parcels designated in this Subparagraph (1), a single family home or an apartment containing two bedrooms or more constituted a dwelling

Unit, a one-bedroom apartment constituted one-half of a dwelling Unit, and a hotel room or lodge room constituted one-half of a dwelling Unit. The parcels in this subparagraph have all been developed as of the date hereof.

(2) Insofar as all portions of the Project other than the nine parcels containing 383.5 dwelling Units identified in Subparagraph A. (1) above are concerned, an apartment Unit containing one bedroom or more shall constitute a dwelling Unit and a hotel room or lodge room shall constitute one-half of a dwelling Unit.

(3) If approved in advance by Commission and Permittee, the owner of any development parcel in the Project shall have the right to have the densities permitted on said development parcel calculated in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) or in accordance with the Unit Equivalent formula contained in Section 10.12 of the Code, as said Unit Equivalent formula may from time to time be amended or modified. In the event of election of an owner to utilize said Unit Equivalent formula and approval thereof by Commission and Permittee, the maximum number of Unit Equivalents which may be contained in the structures built upon said development parcel shall not exceed the permitted number of dwelling Units to be constructed thereon determined in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) and the number of Unit Equivalents as constructed on said development parcel shall for all purposes hereof be deemed the number of units constructed thereon. Approval of use of the Unit Equivalent formula by Commission and Permittee shall not, and cannot, alter or release any private land use covenants between the owner and Deer Valley, or others, concerning development of the property or the density permitted thereon.

(4) Insofar as the following portions of the Project are concerned, the authorized densities, permitted on the development parcels are required to be calculated in accordance with the Unit Equivalent Formula contained in Section 10.12 of the Code as said Unit Equivalent formula may from time to time be amended or modified:

<u>Parcel Designation</u>	<u>Authorized Unit Equivalents</u>
Snow Park Village	209.75
Total	209.75

B. Unit Size. Except for units with relation to which the owner elected or elects to or is required to utilize the Unit Equivalent formula, there shall be no size limitation for Units constructed on any parcel provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations.

C. Development Parcel Designations. Development parcel designations, prescribed densities, parcel sizes, building height limitations (the height limitation for each parcel will be determined by reference to the Code in effect at time of application for approval of the development of the parcel) and the status of development of the parcels as of the date hereof are reflected on Exhibit 1. Permittee shall have the right to develop a total of 2,110 residential Units (exclusive of employee housing Units) within the Project. Permittee shall have the right to develop 209.75 Unit Equivalents within the Snow Park Village, subject to the conditions and

requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the following:

(1) **Conditional Use Review.** Prior to the sale by Permittee of the Snow Park Village, Permittee shall submit a site-specific plan with relation to such parcel to the Commission requesting approval for construction on the parcel. In addition, the Permittee shall request the establishment of building site conditions with relation to the parcel. Accordingly, Permittee or persons acting on its behalf shall file with the Community Development Department of City a completed application form supported by the information set forth in Section 15-6 of the Code, as the same may be amended from time to time. The procedure for the approval or disapproval of any site-specific plan shall be based upon the provisions of this Permit and the conditional use criteria of the Code in effect on the date of application. Components of the Project, other than land development parcels, are listed on Exhibits 2 and 3.

D. Subdivision of Development Parcels. Prior to the sale of any individual lots on any parcel listed on Exhibit 1 developed for residential use as a "subdivision" as defined by the City subdivision ordinance and state statute, the party electing to establish a subdivision on said parcel shall comply with all applicable provisions of the City subdivision ordinance in effect at the time of application. The procedure for the approval or disapproval of any subdivision application shall be based upon the procedure provided in the City subdivision ordinance in effect at the time of application.

Prior to the filing of a record of survey map and declaration of condominium to establish a condominium on any parcel listed on Exhibit 1, the party electing to establish a condominium shall comply with all applicable provisions of any City condominium ordinance in effect at the time of application. The procedure for the approval or disapproval of any condominium shall be based upon the Utah Code and any City condominium ordinance in effect at the time of application.

E. Applicability of Sensitive Area Overlay Zone. For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.

F. Relationship to National Standards. The provisions of the Code and any other applicable zoning and development ordinances including national standards with respect to engineering or building requirements as adopted by City, in effect in City on the date hereof, shall govern the development within the Project, except as otherwise provided herein.

G. Off-Street Parking. Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD) Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

H. Commercial Space, Support Commercial, and Meeting Space. Exhibit 2 hereto lists commercial and support space allotted to the Project. The General Snow Park Commercial category is restricted in utilization within the Project to the following parcels in the Snow Park area:

Pine Inn Multi-Family Parcel
 Snow Park Lodge Multi-Family Parcel (Black Diamond Lodge)
 Snow Park Village (Combination of Snow Park Hotel Parcel and
 Snow Park Parking Area Parcel)
 Snow Park Day Center Parcel

Utilization of portions of the General Snow Park Commercial category within any of the above listed parcels is subject to the specific approval of both Permittee and Commission.

In addition to the Exhibit 2 Commercial Space permitted in the Project, Support Commercial shall be permitted and used as defined in the Code, as amended, at the time of application.

I. Employee Housing. Permittee has been required to cause the development of 112 employee (affordable) housing units pursuant to prior editions of this Permit. Prior to the date of this Permit, Permittee has developed or caused to be developed units qualifying under the low and moderate income housing exception of the Code as follows:

<u>Project Location</u>	<u>Number of Qualifying Units</u>
A. Units in Deer Valley:	
Little Belle Manager Unit	1
Stag Lodge Manager Unit	1
Sterlingwood Manager Unit	1
Bald Eagle Caretaker Units	2
Mt. Cervin Manager Unit	1
Deer Valley Club Manager Unit	1
B. Units Other Than in Deer Valley:	
Parkside Apartments	42
Fireside Apartments / Condos	42
Washington Mill Apts.	8
Peace House	3
Aspen Villas / Silver Meadows (Participation)	9
Fawn grove Employee Unit	1
Total	112

Deer Valley shall be obligated to comply with all applicable ordinances of City relating to the creation and construction of employee housing, including ordinances that are adopted after the date of this Permit. Deer Valley will be given credit for the previously developed units

identified above when computing the employee housing obligation under applicable ordinances. The City acknowledges full satisfaction of Deer Valley's current obligation in the Employee Housing Agreement dated October 6, 1995 executed in conjunction with Deer Valley's contribution to the Silver Meadows project. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing employee / affordable housing units built by Deer Valley or persons acting on its behalf exceeds the number of units required by the new ordinance, credit shall be given against the ordinance imposed obligation, but in no event shall City be obligated to reimburse Deer Valley for any excess, or to permit the assignment of the excess to other parties with a similar employee housing requirement. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing units built by Deer Valley or those acting on its behalf falls short of the newly imposed ratio of employee units to conventional units, Deer Valley agrees to be bound by the provisions of the newly adopted ordinance; provided, however, that the new ordinance shall apply only to those Units on which site specific approval is granted after the adoption of the employee / affordable housing ordinance.

J. Technical Reports. Permittee shall submit updated technical reports with regard to traffic monitoring, water systems, and sewer systems for review by Commission as significant changes occur in those systems and as needed for specific project review as required by the Community Development Director and Public Works Director prior to density approval.

K. Public Use of Ski Facilities. Use of all ski facilities shall be open to the general public and shall not be restricted to owners of property located in Deer Valley or to members of any private club. Furthermore, all charges, fees and costs paid by the general public for the use of such facilities shall not exceed the charges, fees and costs paid by owners of property located in Deer Valley.

L. Trails .There are 4 types of trails in Deer Valley:

- (1) Bicycle paths located within street rights-of-way;
- (2) Pedestrian paths connecting parcels together within a community;
- (3) Connecting paths connecting communities together; and
- (4) Hiking trails to provide access to the mountain.

Bicycle paths shall be located within street rights-of-way dedicated to City and shall be operated and maintained by City as shown on the Deer Valley Trails Master Plan and the City Trails Master Plan.

Pedestrian paths shall be hard surfaced, a minimum of five feet wide, a maximum of six feet wide and built to public sidewalk specifications. These paths shall connect development parcels together and connect development parcels to commercial nodes. At the time of conditional use approval of a particular development parcel, the developer of said parcel shall provide a pedestrian path across said parcel connecting to the paths on the adjoining parcels. The location of these paths shall be determined by the parcel developer and by City staff with the Deer Valley Trails Master Plan used as a guide. The locations shall be modified as necessary to take into consideration topography and existing trails, and shall tie into the bus system which serves Deer Valley. These paths shall form a year-round system. Maintenance shall be the responsibility of the parcel owner. A 10 to 15 foot wide easement (easement size

shall be determined at the time of site specific conditional use approval) for each pedestrian path shall be dedicated to City and is required to be shown on the recorded plat for the applicable development parcel.

It is recognized by the parties that the property within the Deer Valley Resort is private property. Public access to ski runs is at the discretion of Permittee. Summer public access and non-destructive summer use which includes casual hiking on ski runs shall be allowed by Permittee subject to reasonable rules and regulations.

In the event that City in its sole discretion determines that City should hold any easements for hiking, City shall make a request that an easement be granted for any or all of the hiking trails that City desires to hold within or adjacent to ski runs shown on the Trails Master Plan. In the event that City obtains a formal agreement, City agrees to maintain such hiking trails, and Permittee will provide legal descriptions, signage and grant to City an easement (minimum of 10 feet to maximum of 15 feet wide) to maintain such hiking trails without hard surface and without winter maintenance. If City desires to upgrade the hiking trails beyond that which currently exists, City agrees to bear the cost of those improvements. The Trails Master Plan shall serve as a general guide in determining the final location of said hiking trails. In the event City obtains and holds formal easements for hiking trails, City shall indemnify and hold Permittee and its successors and assigns harmless from and against any loss, damage, injury or responsibility with relation to any such trail and any claims, demands or causes of action from any person resulting from injuries sustained while utilizing any hiking trails for which City has obtained and holds easements. Said public easement shall also be subject to such additional reasonable rules and regulations as Permittee deems appropriate to eliminate possible interference with the operation and maintenance of the ski resort, or in the interest of safety or security.

M. Open Space. With the exception of those parcels identified on Exhibit 1 and those areas and items listed on Exhibit 2 as "commercial and support space", all remaining property in the Project is hereby designated "landscaped open space" as that term is defined in the Code as presently in effect and shall remain substantially free from structures, roads and parking lots except as otherwise approved by City or permitted by the Code as presently in effect. The "landscaped open space" shall be maintained and operated by Permittee at Permittee's sole cost and expense.

N. Fire Considerations. All buildings or structures located within the Bald Eagle, Silver Lake, and North Silver Lake Communities shall be fire sprinkled in accordance with UBC 38-1-82.

O. Water Improvements .Permittee agrees that, as a condition of and concurrently with issuance to Permittee of a building permit for the construction of any buildings or structures comprising a portion of the Project, Permittee shall be obligated to agree in writing to construct and convey to City storage facilities, pumping facilities, and transmission lines, as agreed upon and approved by the Public Works Director and City Engineer at the time of issuance of said building permit, to the extent necessary to store and transmit culinary water, irrigation water, and water for fire flows to the buildings and structures covered by the building permit and to connect the same to the water system of City, and shall evidence to the satisfaction of City the ability of Permittee to comply with such agreements.

Permittee agrees that completion of the action required by this Section O with relation to any building or structure included in the Project shall be deemed a condition precedent to the

right to occupy and utilize the building or structure. Commission and Permittee agree that the general level of water facilities construction for the Project required by this Section O has been heretofore accomplished by Permittee.

The existing agreement relating to water rights and water facilities for Deer Valley development entered into November 17, 1988 between Permittee as "DVRC", Royal Street as "Royal Street", and City as "Park City" and the Deer Valley Water Facilities Improvement Agreement dated March 31, 1994 between City, Royal Street and Permittee (as "DVRC") and the Amendment to the 1994 Deer Valley Water Facilities Improvement Agreement dated May 12, 2006 between City as "Park City", Royal Street and Permittee (as "DVRC") are made a part of this Permit by reference.

P. Sewer Considerations .Although City has no responsibility for sewer approvals; the Snyderville Basin Sewer Improvement District has indicated the following with respect to sewerage in Deer Valley: Projected flow calculations are based on average wastewater flow from residential units and make no distinction regarding size. In other words, the Sewer District does not follow the "unit equivalent" concept as does City.

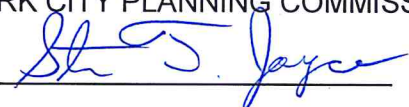
The Sewer District has previously reviewed both the Upper and Lower Deer Valley sewer systems and made the following comments: Upper System (American Flag / Silver Lake Community) - There are two sections of sewer within the American Flag Subdivision that limit upstream, new growth to approximately 325 additional residential units. There are several sections with only slightly greater capacity. This concern or limitation was eliminated by construction of a new sewer trunk line from Royal Street through the Westview Parcel in 1988. Lower System (Solamere, Queen Esther, Fawn grove) - A portion of the trunk sewer serving this area was replaced in 1985 to provide greater capacity for Hanover and Park Con projects as well as Deer Valley's. These three developers executed an agreement with the District which identified their anticipated development and the percentage of the cost they would fund to "reserve" capacity in the sewer system. Of the present sewer capacity of approximately 1385 units, Deer Valley has approximately 200 units available for future development. However, there are downstream sections of sewer that have less capacity than the new Deer Valley North Road sewer. This problem will be pursued with the developers as necessary.

Q. Separability. If any provision or provisions of this Permit shall be held or deemed to be, or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent, whatsoever.

R. Term of Permit. The term of this Permit is governed by the Twenty-Ninth Edition of the Land Management Code of Park City as revised as of April 1, 1993.

Approved this 30th day of November, 2016.

PARK CITY PLANNING COMMISSION

By 

Planning Commission Chair

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
DEER VALLEY COMMUNITY					
Stonebridge & Boulder Creek Multi-Family	50	54	1	28	10.23
Aspenwood Multi-Family	30	30		28	9.21
Pine Inn & Trails End Multi-Family	40	45	1	35	8.52
In The Trees (South Multi-Family) Multi-Family	14	14		28-45	2.87
Black Diamond Lodge (Snow Park Lodge Multi-Family)	29	27		28-75	5.70
Courcheval Multi-Family	13.5	27	1	35	1.82
Daystar Multi-Family	24	24		28	9.84
Fawngrove Multi-Family	50	50		28	12.05
Chateaux Fawngrove Multi-Family	10.5	11	2	28	Incl
Bristlecone Multi-Family	20	20		28	Incl
Lakeside Multi-Family	60	60		28	6.49
Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)	274	274		28	237.81
Pinnacle Multi-Family	86	86		28	36.80
Comstock Lodge (East Bench Multi-Family)	10.5	21	1	35	3.50
Red Stag Lodge	8.5	11	1	35	Incl
Powder Run Multi-Family	25	33	1	35	3.20
Wildflower (Deer Valley North Lot 1 Multi-Family)	11	14	1	28	1.04
Glenfiddich (Deer Valley North Lot 2 Multi-Family)	12	12		28	1.45
Chapparal (Deer Valley North Lot 3 Multi-Family)	15	20	1	28	1.44
Northeast Multi-Family:					12.65
Lodges @ Deer Valley	73.25	85	3	28-35	
Silver Baron Lodge	42.75	50	12	28-35	
Snow Park Village (Snow Park Hotel & Parking Sites)	209.75	0	4	28-45	14.93
Total Deer Valley Community	1108.75				
AMERICAN FLAG COMMUNITY					
American Flag Single Family	93	93		28	83.04
LaMaconnerie Multi-Family	15	15		28	6.19
Total American Flag Community	108				
NORTH SILVER LAKE COMMUNITY					
Westview Single Family	15	1		28	40.69
Evergreen Single Family	36	36		28	27.60
NSL Homesite Parcel #1	1	1		35	1.90
Belleterre Single Family	10	10		28	11.42
Bellevue Townhomes (NSL Subdivision Lot 1)	24	14	10	28	4.62
Bellemont Townhomes (NSL Subdivision Lots 2A and 2A-1)	18	12	10	28	3.75
NSL Subdivision Lot 2B	54	0		45	5.96
BelleArbor Townhomes (NSL Subdivision Lot 2C)	43	21	10	28-35	8.25
NSL Subdivision Lot 2D Open Space Lot	0	0	5	0	4.03
Total North Silver Lake Community	201				
SILVER LAKE COMMUNITY					
Stag Lodge Multi-Family	50	52	6	28-35	7.34
Cache Multi-Family	12	12		28	1.77
Sterlingwood Multi-Family	18	18		28-35	2.48
Deer Valley Club	20	30	1	28-45	1.53
Double Eagle (SL East Parcel 2 Multi-Family)	18	18		28-35	2.26
Stein Eriksen Lodge Multi-Family	66.75	65	11	28-35	10.86
Little Belle Multi-Family	20	20		28	3.66
Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)	65	78	1	28-45	3.24
Sterling Lodge (Lot 2 Silver Lake East Subdivision)	14	14		28-45	0.61
Royal Plaza Multi-Family (Silver Lake Village Lot A)	7.6215	13	1	59 (A)	0.48
Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)	7.5	7		59 (A)	0.54
Inn at Silver Lake (Silver Lake Village Lot C)	10	8		59 (A)	0.50
Goldener Hirsch Inn (Silver Lake Village Lot D)	5.5785	18	1	59 (A)	0.35
Mt Cervin Multi-Family (Silver Lake Village Lot E)	16	15		59 (A)	0.53
Silver Lake Village Lot F	0	0		59 (A)	0.35
Silver Lake Village Lot G	0	0		59 (A)	0.38
Silver Lake Village Lot H	0	0		59 (A)	0.44
Silver Lake Village Lot I (combination of Silver Lake Village lots F, G, H)	34.4215	38	13,14,15	59 (A)	1.17
SL Knoll Condominiums	4	4		35	0.76
Knoll Estates Single Family	21	21		35	9.90
Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)	51	51		35	1.39
Knollheim Single Family	20	5	7	35	1.84
Alpen Rose Single Family	2	2		35	0.66
Silverbird Multi-Family	6	6		35	0.80
Ridge Multi-Family	24	24		35	2.34

**DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS**

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
Enclave Multi-Family	17	17		28-35	1.79
Twin Pines Multi-Family	8	8		28-35	1.33
Cottages Single Family	11	11		28	7.06
Alta Vista Subdivision	7	7		35	6.02
Woods Multi-Family	16	7	8	28-35	2.41
Trailside Multi-Family	9	9		28-35	1.46
Aspen Hollow Multi-Family	16	16		28-35	3.18
Ridgepoint Multi-Family	38	38		28-35	5.60
Total Silver Lake Community	614.8715				
BALD EAGLE COMMUNITY					
Bald Eagle Single Family	78	58	9	28	35.65
Total Bald Eagle Community	78				
TOTAL CONVENTIONAL UNITS	2110.6215				
EMPLOYEE HOUSING UNITS					
Little Belle	1				
Stag Lodge	1				
Sterlingwood	1				
Bald Eagle	2				
Mt. Cervin	1				
Deer Valley Club	1				
TOTAL EMPLOYEE HOUSING UNITS	7				

NOTES:

1. These projects have been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density than base permitted density.
2. One small unit was separately permitted in this project using .5 unit of density.
3. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (85) than base permitted density (73.25).
4. This parcel is required to use the Unit Equivalent Formula contained in Section 10.12 of the Code.
5. This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B.
6. Two additional units were permitted in this project on land that was not a part of the Deer Valley MPD.
7. This parcel was originally permitted as 20 MF units but subsequently developed as 5 single family homesites.
8. This parcel was permitted as 16 units. Subsequently 9 of the unit development rights were acquired by the homeowners and dedicated as open space.
9. This parcel was originally permitted as a combination of single family and multi-family. The multi-family uses were converted to single family with a density reduction from 78 to 58 units.
10. The development density on these parcels is less than the original permitted density at the election of the developer.
11. The transfer of 1.75 Unit Equivalents to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on June 28, 2006.
12. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75). The transfer of 1 Unit Equivalent to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on March 23, 2011.
13. Prior to issuance of a building permit on Lot I, the Property owner shall submit an Historic Mine Waste report.
If Historic Mine Waste is located on the site, a mitigation plan shall also be submitted compliant with the Park City Soils Boundary Ordinance.
14. Building on Lot I shall be designed to be broken into more than one volumetric mass above final grade, exhibiting both horizontal and vertical articulation. Common underground parking is permitted.
15. The transfer of 0.4215 UE from Lot D to Lot I was approved by Planning Commission on November 30, 2016.

A. Lots in the Silver Lake Village Subdivision have a development height limitation tied to a base elevation of 8122' with peak of roof not to exceed elevation 8186'.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 2
COMMERCIAL AND SUPPORT SPACE

LOCATION	RETAIL	RESTAURANT (3)	COMM'L OFFICES	ADMIN., SUPPORT & OTHER	TOTAL	TRANSFER TO RESIDENTIAL	DEVELOPED	REMAINING
SNOW PARK LODGE	13807	26958		85578	126343		126343	0
SNOW PARK TICKET SALES BUILDING				5112	5112		5112	0
SNOW PARK PLAZA BUILDING	3100		16000	4180	23280		23280	0
GENERAL SNOW PARK COMMERCIAL (1)	21890				21890		0	21890
SILVER LAKE LODGE	1200	29160		15790	46150		46150	0
EMPIRE LODGE (4)		22456		12544	35000		30453	4547
SILVER LAKE COMMUNITY (2)	27962		4265	12938	45165	1243	31954	11968
NORTH SILVER LAKE COMMUNITY	8000			6525	14525		0	14525
MAINTENANCE, WHSE, & SHOPS				31724	31724		31724	0
TOTAL	75959	78574	20265	174391	349189		295016	52930

NOTES:

(1) General Snow Park Commercial may only be utilized on certain parcels with approval of Commission and Permittee. 18110 square feet of General Snow Park Commercial has previously been allocated to and is included in totals for Snow Park Lodge.

(2) 10125 square feet of Silver Lake Community commercial has previously been allocated to and is included in totals for Silver Lake Lodge (1994 Silver Lake Lodge expansion 6990 sf and 1998 Silver Lake Lodge expansion 3135 sf). Remainder of Silver Lake Community commercial consists of:

Developed Space:

Royal Plaza	14312
Mt. Cervin Plaza	8080
Goldener Hirsch Inn	2062 (see note #5)
Chateaux at Silver Lake	7500
Total	31954

Transferred to Royal Plaza Residential

1243

Allocated but Undeveloped Space:

Silver Lake Village Lot C	7000
Remainder Unallocated	4968
Total	45165

(3) Includes kitchen, receiving and storage.

(4) Maximum size of Empire Lodge is 35000 sf of which 30453 sf has been developed.

(5) Commercial uses on Silver Lake Village Lot D includes 2,062 sf as allocated from this Amended and Restated Large Scale MPD, plus support commercial uses.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 3
OTHER PROJECT COMPONENTS

ITEM	WITHIN PARK CITY	OUTSIDE PARK CITY
SKI AREA (1)		
CHAIRLIFTS	15	5
GONDOLA		1
SKI TRAILS AND BOWLS	63	34
SNOWMAKING	X	X
SKI PATROL / UTILITY STATIONS:		
BALD EAGLE MTN.	X	
BALD MTN.	X	
FLAGSTAFF MTN.	X	
LITTLE BALDY		X
JORDANELLE BASE		X
EMPIRE CANYON	X	
AMENITIES		
SNOW PARK LAKES & MEADOWS	X	
SNOW PARK PARKING LOTS	X	
PEDESTRIAN TRAIL SYSTEM	X	X
MOUNTAIN BIKING TRAILS SYSTEM	X	X
SOLAMERE SWIM & TENNIS FACILITY	X	
SNOWSHOE TOMMYS CABIN	X	
CUSHINGS CABIN	X	
BIRDSEYE CABIN	X	
JORDANELLE BASE		X
SNOW PARK CONCERT AMPHITHEATRE	X	

(1) ADDITIONAL SKI AREA FACILITIES AS DEMAND DICTATES, SUBJECT TO PROVISIONS OF PARK CITY LAND MANAGEMENT CODE AND OTHER APPLICABLE JURISDICTIONS.

Parking and Unit Equivalent Analysis

Unit	SF	UE's	Required Parking
201	2925	1.46	2
202	2249	1.12	2
203	1945	0.97	1.5
301	2925	1.46	2
302	2249	1.12	2
303	2545	1.27	2
401	2934	1.47	2
402	4155	2.08	2
403	2534	1.27	2
2 AHUs*	908	0	2
Residential SF	24,910	12.23	20
Commercial Restaurant**	2357	2.357	12
Amenity Club Space***	2183	0	0
Total	29,450	15	32

*1 AHU of 449 SF is located in the Phase 2 building, 1 AHU of 459 SF is located in the Funicular building. These units total 1.135 AHUs but are not included in the total UEs

** The St. Regis is proposing a 2357 SF Restaurant on the 1st Floor

*** Amenity Clubs have no parking requirement

	Existing Roosevelt Gap Parking	Snow Park North Parking	Snow Park South Parking	Existing Jordanelle Parking	Total Parking Provided	CUP Parking Required	Original Developer Parking Commitment
Original Hotel (Before Ph. 2 Construction)	157	65	9	173	404	319	348
Ph. 2 Under Construction (Now)	157	65	0	173	395	319	337
When Ph. 2 is Done	157	65	35	173	430	334	394
Ph. 3 Under Construction	157	4	35	173	369	334	338
Ph. 3 Completion	157	79	35	173	444	374	387

St Regis Deer Crest

2/18/2020

July 2009 Plat Amendment		
Building Areas - Not including Parking Areas		
Roosevelt Gap		Area SF
Total Building Area		449555
Parking		-50467
Snow Park		
Total Building Area		17494
Parking		0
Total Project Gross Floor Area		416582
Area Allowed as per CUP		
5% Commercial Support		20829
5% Meeting		20829
Commercial Area by Floor		
Area	Level	Area SF
Ski Level Retail	Lower Level	3447
Spa Main Level	Level 1	3891
Spa Second Level	Level 2	2183
Retail	Level 2	327
Sundry Store	Level 2	674
Terrace Grill	Level 3	417
Restaurant/Bar/Wine/Dining	Level 3	8542
Total Commercial		19481
Total Allowable S.F.		20829
% of Allowable		94%
Meeting Area by Floor		
Area	Level	Area SF
Meeting / Multi-Purpose Room	Level 1	5162
Meeting / Multi-Purpose Room	Level 1	611
Meeting Room	Level 2	289
Total Meeting		6062
Total Allowable Meeting		20829
% of Allowable		29%

Feb 2020 with SP Ph2 Plat		
Building Areas - Not including Parking Areas		
Roosevelt Gap		Area SF
Total Building Area		449555
Parking		-50467
Snow Park		
Total Building Area		77644
Parking		-9300
Total Project Gross Floor Area		467432
Area Allowed as per CUP		
5% Commercial Support		23372
5% Meeting		23372
Commercial Area by Floor		
Area	Level	Area SF
R Gap DC Club	Lower Level	2446
Spa Main Level	Level 1	3891
Spa Second Level	Level 2	2183
Retail	Level 2	327
Sundry Store	Level 2	674
Terrace Grill	Level 3	417
Restaurant/Bar/Wine/Dining	Level 3	8542
Snow Park Restaurant & Kitchen	SP2 Level 1	2357
Snow Park DC Club	SP2 Level 1	2183
Total Commercial		23020
Total Allowable S.F.		23372
% of Allowable		98%
Meeting Area by Floor		
Area	Level	Area SF
Meeting Room	Lower Level	2701
Meeting / Multi-Purpose Room	Level 1	5162
Meeting / Multi-Purpose Room	Level 1	611
Meeting Room	Level 2	289
Snow Park PH2 Media / Library	SP2 Level 1	2315
Total Meeting		8377
Total Allowable Meeting		23372
% of Allowable		36%

From: [Mehr, Steve P.](#)
To: [Alexandra Ananth](#)
Cc: [Bennett, Thomas](#); [Michael Zaccaro](#)
Subject: St. Regis Trails and Snow Park
Date: Monday, May 11, 2020 4:03:17 PM

Alex,

This is written in response to the question raised by Planning Commissioner Sarah Hall at the 4/22/20 Planning Commission meeting at which the Commission approved a positive recommendation to the City Council for approval of the Condominium Plat for Snow Park Residencies (also referred to as St. Regis Phase 2). In that meeting Commissioner Hall asked whether the developer of the St. Regis had wrongfully terminated certain trails that pass through the St. Regis property. Commissioner Hall provided several pictures of a trail near the St. Regis that you forwarded to me on 4/23/20. Each of those pictures had a file number in the copy that you sent to me (e.g. "IMG_8717.HEIC"). For ease of reference I'll refer to each of these pictures by the number included in each file name (e.g. "8717").

Prior to construction of the initial phase of the St. Regis there were certain trails existing on and around the Snow Park portion of the St. Regis, near the building that currently houses the base station of the funicular. The Deer Crest Hotel Subdivision Plat, at page 2 (copy attached), shows a trail that originally passed through the property where the funicular building is currently situated. When the funicular building was constructed this trail was relocated, as approved by the city, to go around and behind the funicular building. Since that time this trail, designated as "Finn's", has been open for use by the public and is currently shown on the Deer Valley trail map.

Photo 8718 shows a trail that is blocked off by rocks. I believe Commissioner Hall believed that this was a trail blocked off as part of the Phase 2 construction. Actually, the trail was blocked off at this location as part of the original St. Regis improvements. What is not shown in this picture is that the trail was modified to continue beyond this point, going farther north behind the Powder Run condominiums, where it connects to another switchback which is labeled as Finn's trail and which then travels southbound, behind the St. Regis north parking lot, under the funicular and then further south to the Black Diamond condominiums, exactly as shown on the Deer Valley trail map. Photos 7141 and 7142 that I sent you on 4/27/20 show the extension of this trail behind Powder Run, and the switchback where it turns to go south. All of the trails near the Snow Park base of the St. Regis, as shown on the trail map, are currently in existence and visible on Google Earth and other aerial photos of the site.

Commissioner Hall's photo 8717 did identify a legitimate concern. For some period this winter there has been limited storage of construction materials on this trail. This is shown on photo 8717 that was taken behind the Powder Run condominiums. These materials have since been removed from the trail and moved to the adjacent St. Regis parking lot, as shown on the attached photo taken this week. Although not shown in Ms. Hall's photos, there are also some construction materials currently stored on Finn's trail farther to the south, behind the Phase 2 construction site. Okland Construction, the general contractor for Phase 2, received permission from the Park City Building Dept. to store materials on the trail until 5/1/20, as shown on the attached "laydown proposal". The

remaining materials have since been removed from the trail.

If you have any further questions regarding the trails, or need any additional photographs or information, please let me know. The best way to understand the trails is to walk up Finn's trail from its starting point on Deer Valley Dr., just north of the St. Regis funicular building.

Best regards,

-Steve

Steven P. Mehr



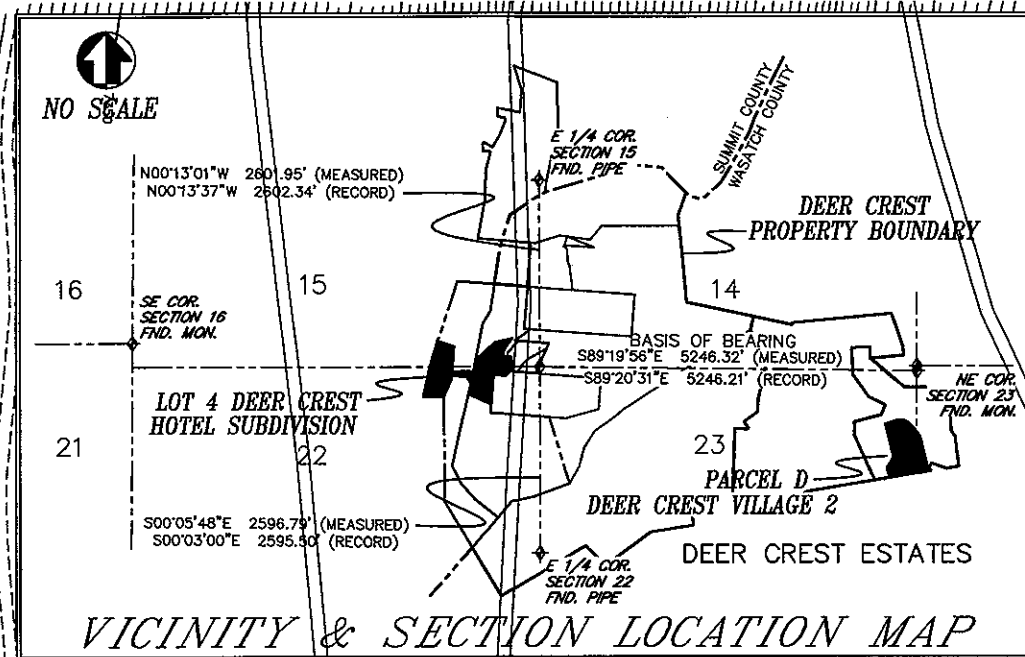
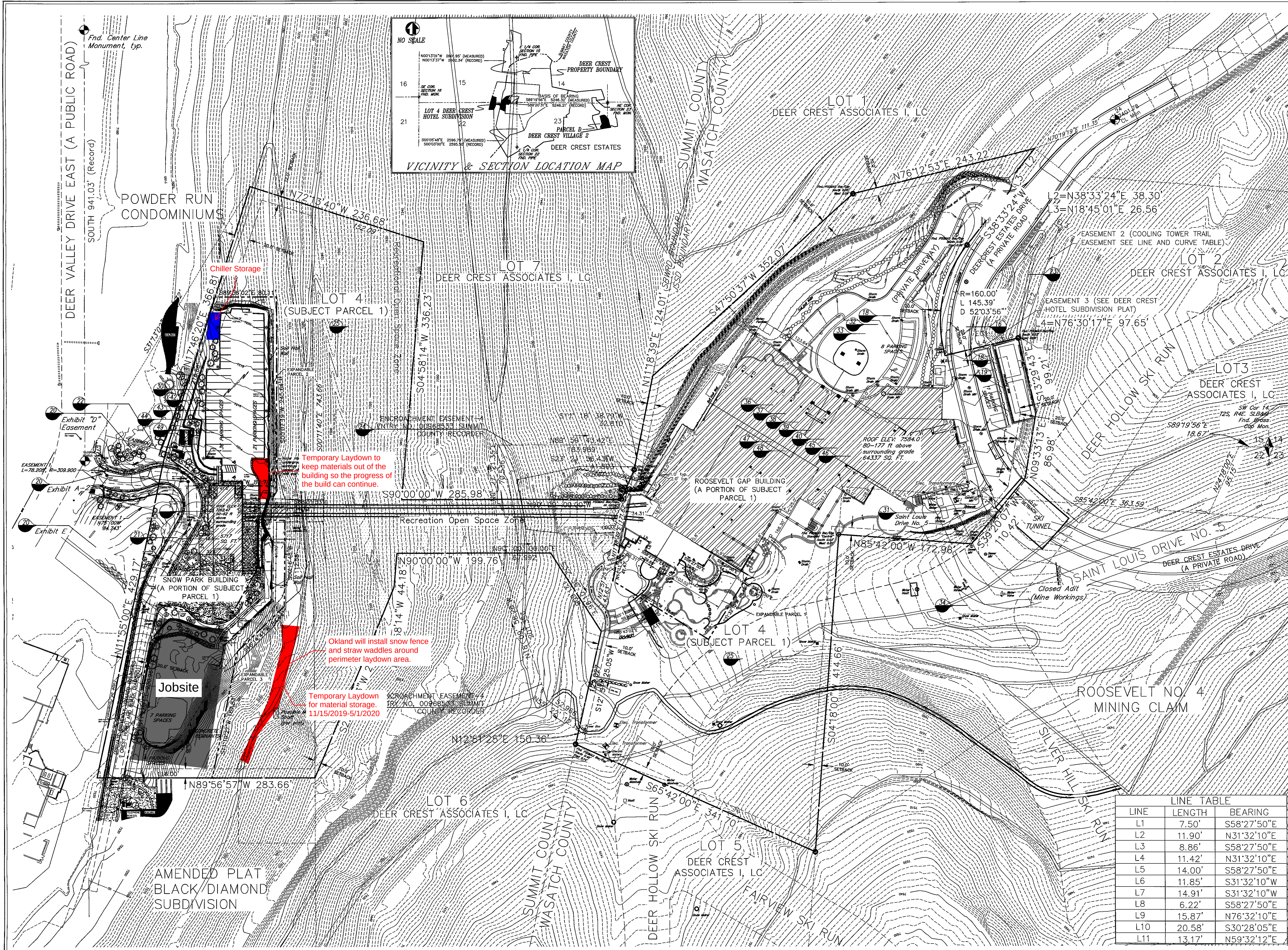


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[VCARD](#)

www.ballardspahr.com

Admitted only in California

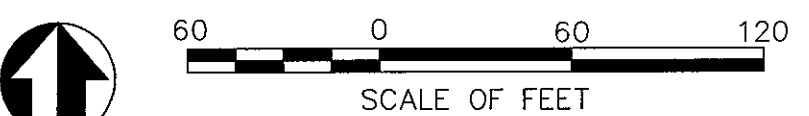


- SURVEYOR'S NOTES:
1. THE SECTION CORNER MARKER(S) SHOWN HEREON MAY NOT BE AT THE SAME LOCATION AS THE ORIGINAL GOVERNMENT LAND OFFICE MONUMENT(S) FOR EACH RESPECTIVE SECTION CORNER.
 2. THE SURVEYOR HAS RELIED UPON THE REFERENCED TITLE REPORT TO PREPARE THIS SURVEY. NO INDEPENDENT SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SURVEYOR.
 - 2A. A ZONING REPORT WAS PROVIDED BY CLIENT. THE REPORT WAS PREPARED BY THE PLANNING & ZONING RESOURCE COMPANY AND IS DATED DEC 18, 2017. THE SURVEYOR HAS RELIED ON ZONING INFORMATION PROVIDED WITHOUT ADDITIONAL VERIFICATION.
 3. BIKE TRAIL AND SKI RUN LOCATIONS WERE ASCERTAINED FROM A COMBINATION OF AERIAL PHOTOGRAPHY, SURVEYED LOCATIONS, RECORD DOCUMENTS AND MAPS AND OTHER SOURCES, AS SUCH THEIR ACTUAL LOCATIONS MAY VARY FROM THOSE SHOWN HEREON.
 4. THE TOTAL GROSS SQUARE FOOTAGE OF SUBJECT PARCEL 1 IS ±525,766 SQ. FT. OR 12.07 ACRES AND SUBJECT PARCEL 2 IS ±274,265 SQ. FT. OR 6.30 ACRES.
 5. THE DEC 18, 2017 ZONING REPORT INDICATES A REQUIRED 244 TOTAL PARKING SPACES. THERE ARE APPROXIMATELY 126 INTERIOR PARKING SPACES (INCLUDING 5 ADA SPACES) AND 87 EXTERIOR PARKING SPACES (INCLUDING 2 ADA SPACES) ASSOCIATED WITH PARCEL 1. THERE ARE APPROXIMATELY 185 EXTERIOR PARKING SPACES (INCLUDING 6 ADA SPACES) ASSOCIATED WITH PARCEL 2. SUBSTANTIAL STORAGE OF SEASONAL MATERIALS PROHIBITED VERIFICATION OF INTERIOR PARKING SPACES; THEREFORE THIS COUNT IS BASED ON THE RECORDED CONDOMINIUM PLAT.
 6. THE CONFIGURATION OF INDIVIDUAL RESIDENCE OR CONDO SUITES UNITS (EXCEPTIONS TO PARCEL 1) ARE DEFINED ON THE RECORDED CONDOMINIUM PLAT.
 7. THE ADDRESS OF PARCEL 1 IS IDENTIFIED ON THE RECORDED CONDOMINIUM PLAT AS 2300 DEER VALLEY DRIVE EAST. NO ADDRESS INFORMATION WAS POSTED FOR PARCEL 2.
 8. VERTICAL RELIEF OF THE LAND ASSOCIATED WITH PARCEL 1 IS REPRESENTED VIA CONTOURS ON THE SURVEY DRAWING. DUE TO WEATHER CONDITIONS AT THE TIME OF SURVEY, CONTOURS ARE BASED ON RECORD INFORMATION PREVIOUSLY GATHERED OR DESIGNED. ELEVATIONS ASSOCIATED WITH UNITS IN PARCEL 1 FOR UNIT FLOORS AND CEILINGS ARE DETAILED ON THE RECORDED CONDOMINIUM PLAT.
 9. NO EVIDENCE OF EARTHMOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WAS OBSERVED AT THE TIME OF SURVEY.
 10. NO INFORMATION WAS AVAILABLE FROM PARK CITY TO INDICATE PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. NO EVIDENCE WAS OBSERVED TO INDICATE ANY PROPOSED OR RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
 11. NO EVIDENCE WAS OBSERVED TO INDICATE THAT ANY PART OF THE SITE IS BEING USED AS A SOLID WASTE DUMP, SLUMP OR SANITARY LANDFILL.
 12. NO RECORD INFORMATION WAS AVAILABLE TO INDICATE WETLAND AREAS DELINEATED BY APPROPRIATE AUTHORITIES. NO EVIDENCE WAS OBSERVED TO SUSPECT WETLAND CONDITIONS WITHIN THE PARCELS.
 13. VARIOUS AMENITIES ARE LOCATED WITHIN THE SURROUNDING RESORT AREA, INCLUDING HIKING, BIKING AND SKI TRAILS AND PRIVATE ACCESS ROADWAYS. THE RESORT ASSOCIATION(S) GOVERN ACCEPTABLE USE OF SUCH AMENITIES.
 14. REVIEW OF THE RECORDED CONDOMINIUM PLAT SHOWS THREE EXPANDABLE PARCELS WITHIN LOT 4.
 15. ZONING DESIGNATIONS FOR THE PARCELS LOCATED IN PARK CITY (AS PROVIDED BY THE PLANNING & ZONING RESOURCE CORPORATION REPORT DATED DEC 18, 2017) INCLUDE: PARCEL 1 (SNOWPARK) "MPD-RD" MASTER PLANNED DEVELOPMENT - RESIDENTIAL DEVELOPMENT; PARCEL 1 (ROOSEVELT GAP) "RC" RECREATION COMMERCIAL; PARCEL 1 (FUNICULAR BUILDING TRACK TO HOTEL) "ROS" RECREATION OPEN SPACE; PARCEL 2 (ACCESSORY PARKING LOT) "M" MOUNTAIN/"RVHD" RESORT VILLAGE HIGH DENSITY WITHIN THE JORDANELLE BASIN OVERLAY.
 16. BUILDING SET BACKS INCLUDE RD: FRONT 20FT, SIDE 12FT, REAR 10FT; AND RC: FRONT 20FT, SIDE 10FT, REAR 10FT; BUILDING SIZE, HEIGHT AND FLOOR SPACE REQUIREMENTS PER CONDITIONAL USE PERMIT.
 17. NEAREST STREETS ARE LOCATED AT A DISTANCE OF 0 FEET FROM THE PARCELS. TWO ROADS ARE LOCATED WITHIN THE PROPERTY OF PARCEL 1 INCLUDING THE PRIVATE ROAD, DEER CREST ESTATES DRIVE WHICH CROSSES THROUGH PARCEL 1 NEAR THE ROOSEVELT GAP BUILDING AND A PUBLIC UNNAMED STREET WHICH CROSSES THROUGH PARCEL 1 NEAR THE SNOW PARK BUILDING. THE NEAREST STREET TO PARCEL 2 IS THE PRIVATE DEER HOLLOW ROAD WHICH IS ADJACENT TO PARCEL 2.

COOLING TOWER TRAIL EASEMENT

LINE TABLE		
EL1	N75°55'55"E	5.95'
EL2	N18°46'46"E	148.95'
EL3	N51°26'36"W	9.08'
EL4	S38°33'24"W	143.07'
EL5	N76°30'17"E	62.79'

CURVE TABLE			
NO.	LENGTH	RADIUS	DELTA
EC1	55.12'	85.00'	Δ 37°30'17"



- LEGEND
- SECTION CORNER & SECTION LINE
 - Fnd. 5/8" BAR & CAP & PROPERTY LINE
 - RIGHT OF WAY per DEER CREST HOTEL PLAT
 - ADJOINING PARCEL BOUNDARY
 - TITLE REPORT EXCEPTION
 - EXISTING TRAILS
 - RECREATIONAL OPEN SPACE
 - BUILDING FOOTPRINT
 - ROCK RETAINING WALL

TWIN PEAKS
Engineering & Land Surveying
2264 NORTH 1450 EAST LEHI, UTAH 84043
(801) 450-3511, (801) 439-0700 FAX

NO	DATE	REV. BY	ISSUE
1			
2			
3			
4			
5			

ALTA SURVEY OF DEER CREST HOTEL
LOT 4 DEER CREST HOTEL SUBDIVISION
LYING AND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 15, AND THE NORTHEAST QUARTER
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

DESIGNER	AH	DRAWN	AH
REVIEWED	SSC		20 December 2017
SCALE	HORZ.	1" = 60'	
SHEET			2 of 4





City Council Staff Report

Subject: 1121 Norfolk Avenue Plat Amendment
Author: Laura Kuhrmeyer, Planner I
Project Number: PL-20-04465
Date: June 11, 2020
Type of Item: Administrative – Plat Amendment

Recommendation

Staff recommends the City Council review and hold a public hearing for the 1121 Norfolk Avenue Plat Amendment and consider approving the Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: Fasque IV, LLC
Represented by – Alliance Engineering, Inc. – Marshall King
Location: Parcel SA-19 and SA-20
Zoning: Historic Residential (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Executive Summary

The Applicant proposes to combine Lot 6 and Lot 7 of Block 17 of Snyder's Addition into one (1) Lot of Record. The Site currently has one (1) Single Family Dwelling.

On May 13, 2020, the Planning Commission reviewed the proposed 1121 Norfolk Avenue Plat Amendment and unanimously forwarded a positive recommendation to City Council (See [Planning Commission May 13, 2020 Audio](#)).

Staff is recommending approval of the proposed Plat Amendment as it will combine two smaller lots into one larger lot potentially allowing for a Single Family Dwelling (or Duplex with a Conditional Use permit) that does not straddle (is not built across) lot lines. The proposed new lot is consistent with the surrounding HR-1 neighborhood and meets the Lot and Site requirements for the zone.

Acronyms

HR-1 Historic Residential Zoning District
LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Purpose

The purpose of the Historic Residential (HR-1) District can be found in Land Management Code (LMC) [§ 15-2.2-1](#).

Background

On April 7, 2020, the Planning Department received a complete Plat Amendment Application to combine Lot 6 & 7 of Block 17 of Snyder's Addition into one (1) Lot of Record.

Analysis

The subject parcels (SA-181 and SA-181-B) are located at 1121 Norfolk Avenue. The site is within the Historic Residential (HR-1) District. The proposed Plat Amendment requests to combine Lot 6 and Lot 7 of Block 17 of Snyder's Addition into one (1) Lot of Record. Any future construction on this site must maintain all requirements of the HR-1 zone.

The proposed Lot contains 3,750 square feet and meets the minimum Lot Area for both a Single Family Dwelling (1,875 square feet) and a Duplex (3,750 square feet), which requires a Conditional Use permit. The proposed Lot size is consistent with neighboring properties, as a number of Lots along Norfolk have already been combined into double-wide Lots of 3,750 square feet. The new proposed Lot measures fifty feet (50') wide and seventy-five feet (75') deep and meets the minimum Lot Width of twenty-five feet (25'). These measurements determine the minimum setback requirements, which are ten feet (10') for the Front and Rear Setback and five feet (5') for each Side Setback.

There are existing retaining walls that encroach across property lines on the north, south, and west sides of the Site. These shall be removed or an Encroachment Agreement recorded prior to the recordation of the Plat.

All existing structures (walls, patios, steps, etc.) within the Setback areas will need to either come into compliance or be removed prior to the recordation of the Plat. Additionally, all encroachments are required to either be removed or to be included in Encroachment Agreements with respective neighboring properties.

The maximum building footprint for a Lot this size is 1,519 square feet according to the building footprint formula illustrated in [Table 15-2.2 of the Land Management Code \(LMC\)](#). The maximum Building Height for this zone is twenty-seven feet from Existing Grade. Based on the Survey submitted (Exhibit D), the existing Structure is 28.68 feet from Existing Grade.

Staff recommends approval of the Plat Amendment as it will reduce the nonconformities of this Lot in that the Property Line going through the house will be removed. Further, it will resolve Encroachments and a new Public Snow Storage Easement will be recorded along with the Plat.

Good Cause

Staff finds Good Cause for this Plat Amendment because it will combine two smaller lots into one larger lot, potentially allowing for a Single Family Dwelling (or Duplex with a Conditional Use permit) that does not straddle lot lines. The proposed new lot is consistent with the surrounding HR-1 neighborhood and meets the Lot and Site requirements for the zone. Furthermore, encroachment agreements or the removal of encroachments will resolve existing nonconformities. Finally, staff recommends that a Public Snow Storage Easement should be recorded with the Plat as a Condition of Approval.

Process

The approval of this Plat Amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

On April 25, 2020, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on April 29, 2020.

Public Input

No public comment has been received at the time of publishing of this report.

Alternatives

- The City Council may approve the proposed 1121 Norfolk Avenue Plat Amendment, as conditioned or amended at the meeting; or
- The City Council may deny the proposed 1121 Norfolk Avenue Plat Amendment, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the proposed 1121 Norfolk Avenue Plat Amendment, and request additional information or analysis in order to make a recommendation.

Significant Impacts

There are no significant fiscal or environmental impacts from this application as conditioned.

Consequences of Not Taking the Recommended Action

The consequences of not taking the recommended action would be that the two parcels would remain separate and the existing Structure would remain noncompliant, straddling the property line.

Exhibits

Exhibit A – Draft Ordinance

Attachment 1 – 1121 Norfolk Avenue Plat Amendment (Proposed)

Exhibit B – Current Plat

Exhibit C – Applicant's Project Intent

Exhibit D – Existing Conditions Survey

Exhibit E – Aerial Photograph

Exhibit F – Site Photographs

Exhibit A – Draft Ordinance
Ordinance No. 2020-24

**AN ORDINANCE APPROVING THE 1121 NORFOLK AVENUE PLAT AMENDMENT,
LOCATED AT 1121 NORFOLK AVENUE, PARK CITY, UTAH.**

WHEREAS, the property owner of the property located at 1121 Norfolk Avenue has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on April 25, 2020, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on April 29, 2020, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on May 13, 2020, to receive input on the proposed Plat Amendment; and

WHEREAS, the Planning Commission on May 13, 2020, forwarded a recommendation to the City Council; and,

WHEREAS, on June 11, 2020, the City Council held a public hearing to receive input on the Plat Amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 1121 Norfolk Avenue Plat Amendment, located at 1121 Norfolk Avenue.

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

SECTION 1. APPROVAL. The 1121 Norfolk Avenue Plat Amendment as shown in **Attachment 1** is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The subject property is located at 1121 Norfolk Avenue.
2. The Site is within the Historic Residential (HR-1) District.
3. The Site is currently improved with a Single Family Dwelling.
4. The Plat Amendment application is a request to combine Lot 6 and Lot 7 of Block 18` of Snyder's Addition into one (1) Lot of Record.
5. The proposed Lot consists of 3,750 square feet and meets the minimum Lot Size for a Single Family Dwelling (1,875 square feet) and for a Duplex (3,750 square feet) which requires a Conditional Use permit.

6. The proposed Lot size is consistent with neighboring properties, as a number of Lots along Norfolk have already been combined into double-wide Lots of 3,750 square feet.
7. The proposed Lot measures fifty feet (50') wide and seventy-five feet (75') deep and meets the minimum Lot Width of twenty-five feet (25').
8. The minimum required Front and Rear Setbacks for the proposed Lot would be 10 feet.
9. The minimum required Side Setback for the proposed Lot would be five feet (5').
10. There are existing retaining walls that encroach across property lines on the north, south and west sides of the Site. These shall be removed or an Encroachment Agreement recorded prior to the recordation of the Plat.
11. The proposed Lot Size is compatible with existing lots in the neighborhood and in the overall Historic District.
12. The maximum building footprint for a Lot this size is 1,519 square feet.
13. The maximum Building Height for this zone is twenty seven feet (27') from Existing Grade. The survey submitted shows the existing Structure at 28.68 feet from Existing Grade.
14. There are existing encroachments on Site that may require an Encroachment Agreement or removal.
15. Staff finds Good Cause for this Plat Amendment as it will combine two smaller lots into one larger lot potentially allowing for a Single Family Dwelling (or Duplex with a Conditional Use permit) that does not straddle (is not built across) lot lines. The proposed new lot is consistent with the surrounding HR-1 neighborhood and meets the Lot and Site requirements for the zone. Furthermore, encroachment agreements or the removal of encroachments will resolve existing nonconformities. Finally, it is a Condition of Approval that a Public Snow Storage Easement will be recorded with the Plat.
16. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Plat Amendment.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Plat Amendments.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time,

this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. A ten foot (10') public snow storage easement along Norfolk Avenue shall be noted on the Plat.
5. The property is not located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is not regulated by the City for mine related impacts. However, if the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
6. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 11th day of June, 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

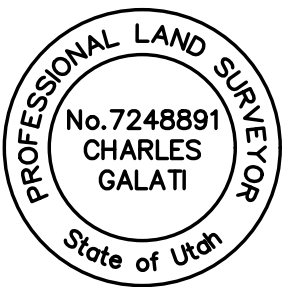
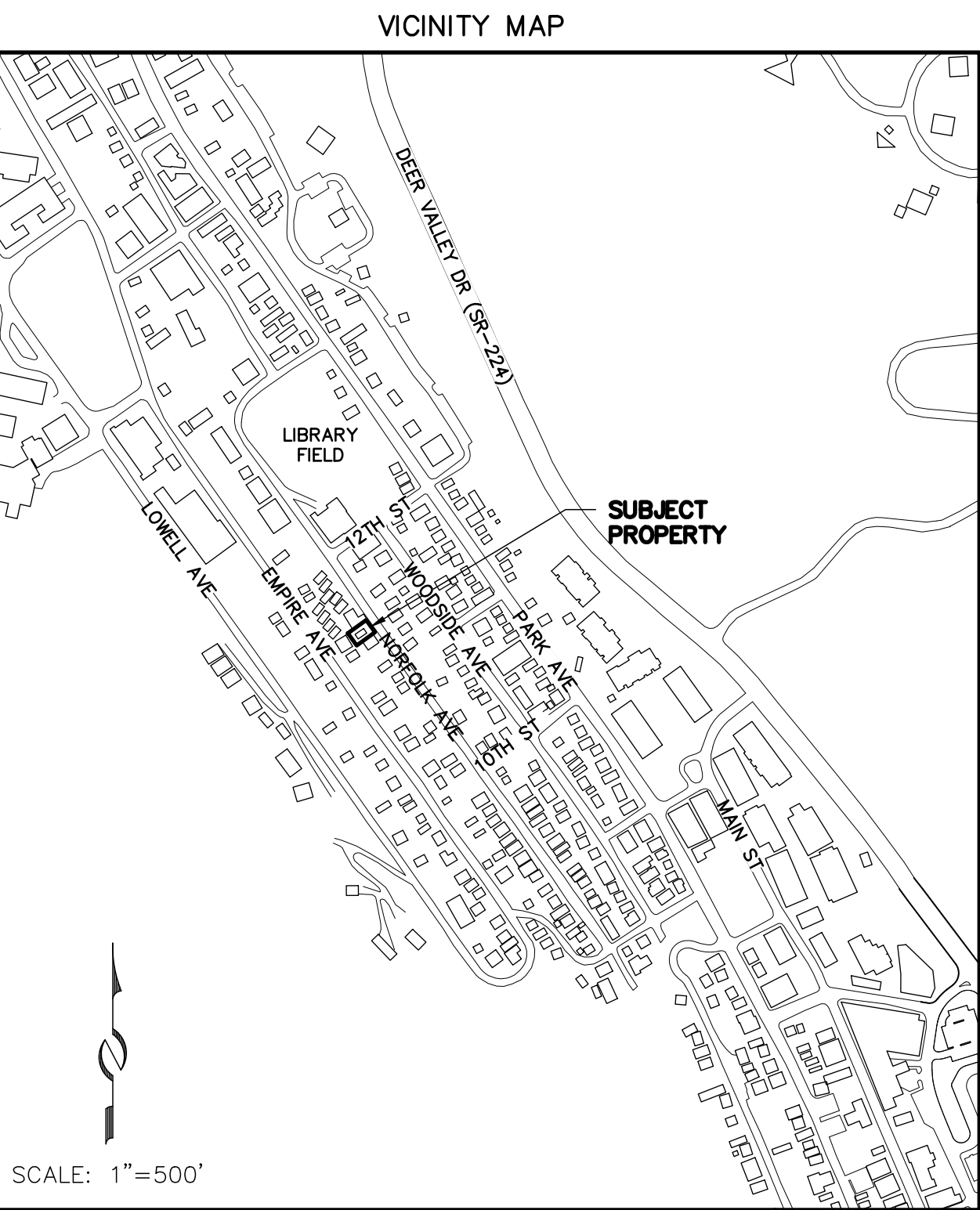
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Attachment 1 – 1121 Norfolk Avenue Plat Amendment (Proposed)



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, and have combined said tract of land into one (1) lot, hereafter to be known as 1121 NORFOLK AVENUE PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

All of Lots 6 and 7, Block 17, SNYDERS ADDITION TO PARK CITY, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be unified into one lot of record, together with easements as set forth to be hereafter known as 1121 NORFOLK AVENUE PLAT AMENDMENT and does hereby dedicate for the perpetual use of the public the areas shown on this plat as intended for public use. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this ____ day of _____, 2020.

By: _____
Thomas Damian Roche, Manager
FASQUE IV, LLC, a Utah limited liability company

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this ____ day of _____, 2020, Thomas Damian Roche personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of FASQUE IV, LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the 1121 NORFOLK AVENUE PLAT AMENDMENT.

By: _____
Notary Public

Printed Name _____
Residing in: _____
My commission expires: _____
Commission No. _____

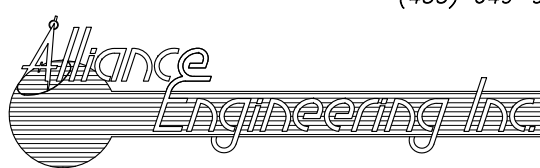
NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2020-_____.
2. See survey S-9035 in the Office of the Recorder, Summit County, Utah.

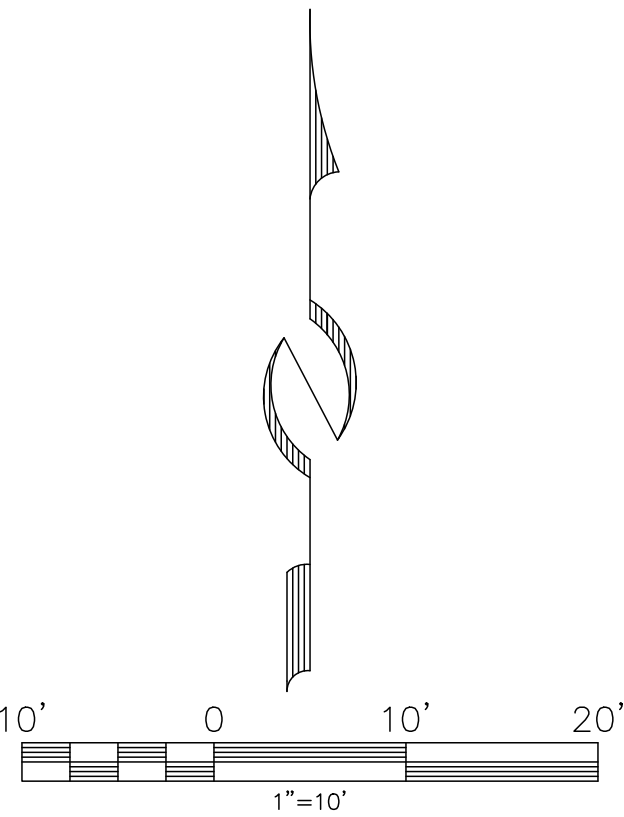


1121 NORFOLK AVENUE PLAT AMENDMENT

LOCATED IN BLOCK 17, SNYDER'S ADDITION TO PARK CITY
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



(435) 649-9467 PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED THIS ____ DAY OF _____, 2020 BY _____ SUMMIT COUNTY GIS COORDINATOR		SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2020 BY _____ ENGINEERING DEPARTMENT	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2020 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2020 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS ____ DAY OF _____, 2020 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2020 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2020 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ _____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____
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PARK CITY-BLOCKS 17, 27, 34 SECTION 16, T2S R4E, S1.1 B 6M.

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[illegible]

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-SUBJECT
PROPERTY

NORFOLK AVENUE (N 35°59'W)

EMPIRE AVENUE (N 35°59' W)

LOWELL AVENUE (N 35°59' W)

PACIFIC AVENUE (N 35°59' W)

117H. SIKES /
CRESCENT STREET (N 54°01'E)

11TH STREET

17	16
16	

17	16
28	

SCALE		BOOK	PAGE
ONE INCH	40 FEET		

SUMMIT COUNTY, UTAH

REVISIONS - DATE AND INITIAL (**In Pencil**)

Approved

409

SNYDER'S ADDITION TO PARK CITY, BLOCK 17,
LOTS 6 & 7

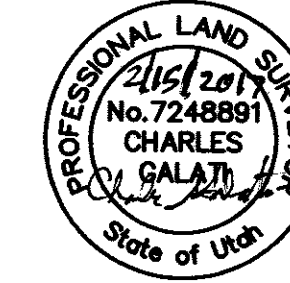
(1121 NORFOLK AVENUE)

PROJECT INTENT

The property at 1121 Norfolk Avenue is occupied by a single family residence constructed in the 1970s. The historic lot line as platted between Lots 6 and 7 still exists. The owner desires to demolish the current single family residence, remove the lot line, and unify the property into one lot of record with the ultimate goal of constructing a new single family residence on the property.

1121 NORFOLK AVENUE

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by the laws of the State of Utah. I further certify that a survey of the hereon described property has been performed under my direction and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

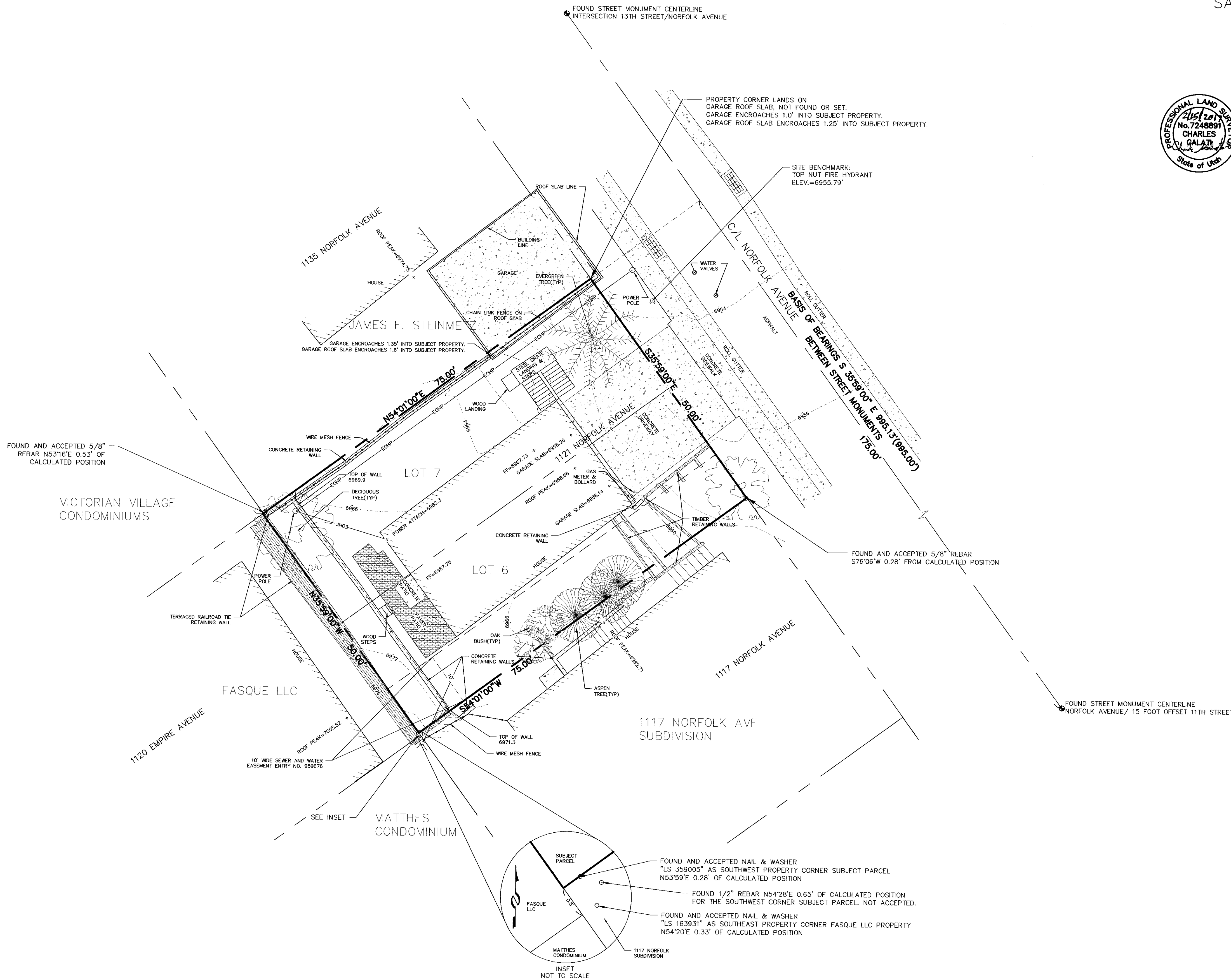
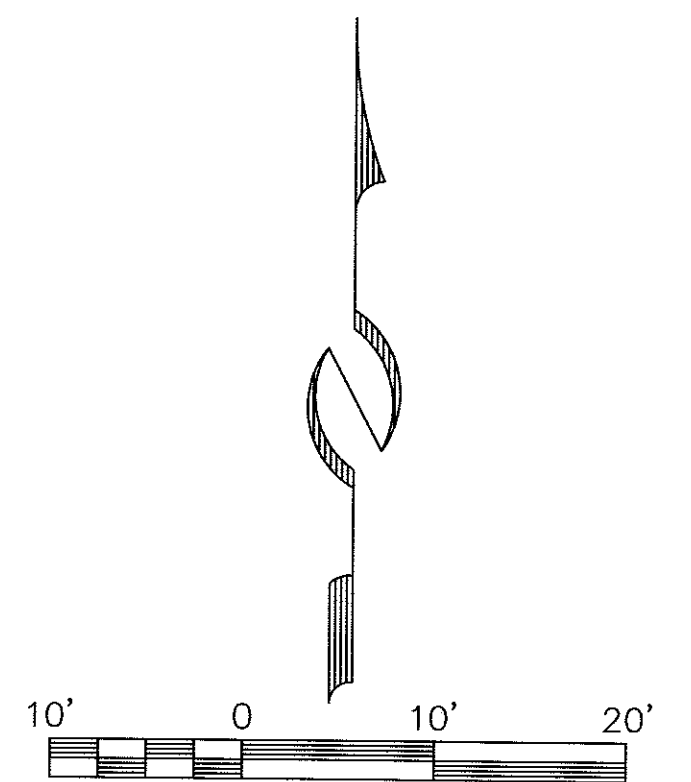
All of Lots 6 and 7, Block 17, Snyders Addition to Park City, Utah, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

NOTES

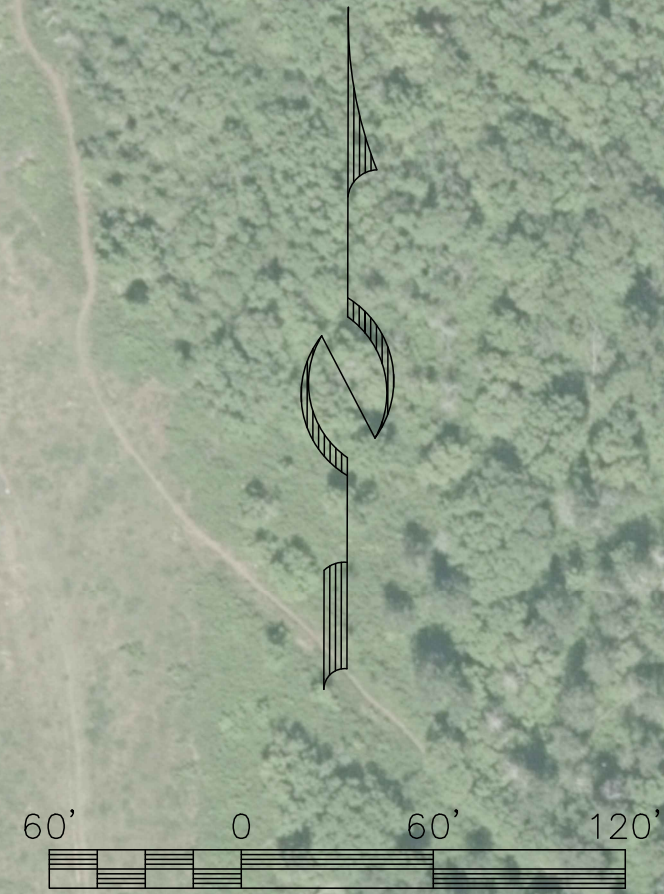
1. Basis of Bearing for this survey is between the found brass cap street monuments as shown on this plat.
2. Field work for this survey was completed February 10, 2017, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to locate and monument the boundary in addition to performing an Existing Conditions and Topography survey for the possibility of future improvements to the property.
4. Title Report File No.161326PC with a commitment date of January 13, 2017 at 8:00 AM prepared by Stewart Title Guaranty Company was provided to the surveyor and easements pertaining to said report are located and shown on this survey.
5. Recorded deeds, Title Report (see note 4 above), Victorian Village Condominium Plat recorded as Entry No. 235901, 1117 Norfolk Avenue Subdivision Plat recorded as Entry No. 629605, and Matthes Condominium Plat recorded as Entry No. 899445, all on file and of record with the Summit County Recorder's Office, and physical evidence found in the field were all used to determine the boundary as shown on this plat.
6. Site Benchmark is the top nut of a fire hydrant with an Elevation=6955.79' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were found as shown.
9. Snow coverage at the time of the survey was approximately 2-5'. As a result, monuments, improvements, and/or conditions may exist which are not shown on this survey.
10. Record bearings and distances are in parenthesis () when different than measured.

LEGEND

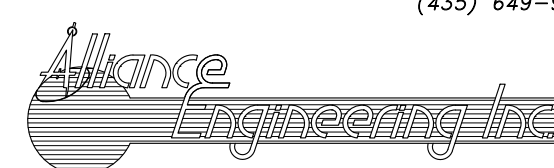
- Set 5/8" rebar w/cap
"ALLIANCE ENGR/LS 154491"
(Unless noted otherwise)
- Found Monument
(As-Noted)
- Found Street Monument
(As-Noted)



 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: CHARLES GALATI MARTY MORRISON STEVE CONANT	EXISTING CONDITIONS & TOPOGRAPHIC MAP LOTS 6 & 7, BLOCK 17, SNYDERS ADDITION TO PARK CITY	SHEET 1 OF 1
	DATE: 2/15/17	FOR: DAMIAN ROCHE JOB NO.: 08-01-17 FILE: X:\SnydersAddition\dwg\sr\svy2017\080117-1121 Norfolk\080117-1121 Norfolk.dwg	



SUBJECT
PROPERTY



(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MARSHALL KING

DATE: 3/27/20

AERIAL PHOTOGRAPH
1121 NORFOLK AVENUE
BLOCK 17, SNYDER'S ADDITION

FOR: FASQUE IV, LLC
JOB NO.: 3-3-20

FILE: X:\SnydersAddition\dwg\PlatExhibits\2020\1121 norfolk-ortho.dwg

SHEET
1
OF
1



1121 Norfolk Avenue – looking Westerly



1121 Norfolk Avenue – looking Southwesterly



1121 Norfolk Avenue – looking Southerly



1121 Norfolk Avenue – looking Easterly



1121 Norfolk Avenue – looking Northerly

Council Agenda Item Report

Meeting Date: June 11, 2020

Submitted by: Sara Nagel

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2020-25, an Ordinance Amending Park City Municipal Code Title 2, Chapter 4, Section 9 – Bonding of City Officials, to Reflect Changes in State Law
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Employee Bonding Code Amendments Staff Report](#)

[Exhibit A: Ordinance No. 2020-25](#)

[Exhibit B: Redlined Code 2-4-9](#)



City Council Staff Report

Subject: Employee Bond—City Code Cleanup
Author: Sara Nagel, Treasurer
Department: Finance
Date: June 11, 2010
Type of Item: Legislative

Recommendation

Adopt an ordinance modifying outdated City Code 2-4-9, “Bonding of City Officials,” to replace it with a reference to recently enacted Utah Code section 10-3-831, “Fidelity bonds and theft or crime insurance.”

Background

During the 2019 general session, HB 425 repealed several sections of state code and replaced them with new Utah Code section [10-3-831](#). The new statute simplifies the bonding requirements for “municipal officers.” The code defines municipal officers as members of legislative bodies, mayors, treasurers, and “anyone for whom the municipal legislative body determines a general fidelity or public employee blanket bond or theft or crime insurance should be acquired.”

The revisions were adopted to resolve disputes about the difference between a “penal bond,” a “surety company bond,” and a “blanket bond.” They were also adopted to make the requirements the same across cities of all classes.

Park City has a treasurer’s bond for the Treasurer in compliance with Utah Administrative Code section [R628-4-2](#). Park City’s current crime insurance policy covers all other city employees, including elected officials, and meets the statutory requirement for a general fidelity bond or a theft and crime insurance policy.

To clean up outdated code; clarify that Park City follows the revised state law; and avoid confusion about the acceptable forms of bonds for city officers, the Council should adopt the ordinance modifying the City Code 2-4-9.

Attachments

- A Ordinance No. 2020-25
- B Redlined code 2-4-9

EXHIBIT A

Ordinance No. 2020-25

AN ORDINANCE AMENDING PARK CITY MUNICIPAL CODE TITLE 2, CHAPTER 4, SECTION 9 – BONDING OF CITY OFFICIALS, TO REFLECT CHANGES IN STATE LAW

WHEREAS, the City Council seeks to protect the safety and well-being of Park City's citizens and guests;

WHEREAS, the City Council supports modifying the code to conform with State law;

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

Section I. FINDINGS. The above-recitals are hereby incorporated herein as findings.

Section II. AMENDMENT. Title 2, Chapter 4, Section 9 is amended to read as outlined in Exhibit B.

Section III. EFFECTIVE DATE. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 11th day of June, 2020.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Margaret Plane, Special Counsel

EXHIBIT B—AMENDING Title 2, Chapter 4, Section 9

2-4-9 Bonding Of City Officials

Refer to Utah Code “Bonds Required,” Section 10-3-819 or its successor, hereby incorporated. ~~The City Treasurer and all other officers and employees required to do so, before entering upon the duties of their respective offices, shall give a good and sufficient surety company bond to the City, duly approved by the City Attorney, and conditioned upon the faithful performance and discharge of their respective duties, and for proper application and payment of all money or property coming into their hands by virtue of their offices in an amount established by the City Council by resolution and not less than that established by the state Money Management Council.~~