



**PARK CITY COUNCIL MEETING – AMENDED AGENDA
SUMMIT COUNTY, UTAH
June 2, 2016**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, June 2, 2016.

CLOSED SESSION

3:30 p.m. To Discuss Property and Litigation

WORK SESSION

3:50 p.m. Council Questions and Comments

4:05 p.m. – Tentative 2016-2017 Budget Review - Storm Water Fees, Comprehensive Emergency Management Plan, City Policies and Procedures, and Council Compensation **PAGE 4**

5:05 p.m. – Consideration to Approve an Increased Allocation of Subscriber Solar for the City's Electric Needs **PAGE 135**

5:20 p.m. – Discuss Proposed Water Fee Increases **PAGE 140**

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Reports:

1. New IPad App for Council Packet Reviews **PAGE 154**
2. Miner's Plaza Reconstruction Schedule Update **PAGE 157**

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

IV. CONSIDERATION OF MINUTES

1. Consideration of a Request to Approve the City Council Meeting Minutes from May 10, 2016, and May 12, 2016 **PAGE 159**

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Three (3) Year Service Provider/Professional Services Agreement with Buzybee Cleaning and Maintenance for Janitorial Cleaning Services for the City's Twenty-Two (22) Municipal Buildings/Facilities in the Amount of \$295,515.00 Per Year in a Form Approved by the City Attorney **PAGE 174**
2. Request to Authorize the City Manager to Execute Addendum No. 3 to the Agreement with Ward Engineering in a Form Approved by the City Attorney for Additional Construction Engineering Management Services Related to the Construction of Phase 2 for Deer Valley Drive in an Amount of \$11,150 for a Total Contract Amount of \$172,436 **PAGE 244**
3. Request to Approve a Three Year Professional Service Contract with Summit Land Conservancy, in a Form Approved by the City Attorney, for Third Party Open Space Easement Monitoring of City-Owned Parcels and/or Preservation Easements in an Amount Not to Exceed \$105,000 **PAGE 251**
4. Request to Approve an Increase to the Fee Waiver for the 2015 Tour of Utah an Additional \$6,818 for a Total Fee Waiver of \$14,318 **PAGE 271**

VI. NEW BUSINESS

1. Consideration of an Appeal of a Denial of a Business License Application for Firearms Assembly at 2897 American Saddler **PAGE 275**
2. Request to Approve \$8,918.52 (50% of the Fee Waiver Request of \$17,837.03) for the Park City Historical Society in Accordance with the Park City Municipal Code (PCMC) 11-12-15 **PAGE 303**
3. Public Hearing to Receive Comment with Regard to the Fiscal Year 2016-2017 Tentative Budget **PAGE 308**
4. Consideration to Adopt Resolution 12-2016, a Resolution Adopting the Revised Personnel Policies and Procedures Manual, Dated July 1, 2016 for Park City Municipal Corporation **PAGE 309**
(A) Public Hearing (B) Action
5. Consideration of Ordinance 2016-23, an Ordinance Establishing Compensation for the Mayor, City Council, and Statutory Officers for Fiscal Year 2016 – 2017 in Park City, Utah **PAGE 385**
(A) Public Hearing (B) Action
6. Consideration to Approve Resolution 13-2016, a Resolution Adopting the Park City Comprehensive Emergency Management Plan (CEMP) for FY 2016-2017 **PAGE 389**
(A) Public Hearing (B) Action

7. Consideration of Ordinance 2016-24, an Ordinance Amending Title 13 and Adopting Chapter 6 of the Park City Municipal Code **PAGE 424**

(A) Public Hearing (B) Action

8. Consideration to Approve Ordinance 2016-25, an Ordinance Amending Title 11, Chapter 12, Section 2, Building Permit Fees, of the Municipal Code of Park City, Utah **PAGE 436**

(A) Public Hearing (B) Action

9. Consideration of Ordinance No. 2016-26, an Ordinance Approving the 844 Empire Avenue Plat Amendment, Located at 844 Empire Avenue, Park City, Utah, Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney **PAGE 442**

(A) Public Hearing (B) Action

VII. 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



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Council will review the recommended special service contract funding, potential options for the storm water fees and how it will affect the additional resort sales tax capital projects, the Comprehensive Emergency Management Plan, the City Policies and Procedures, and Council compensation.

Respectfully:

John Umbel,



City Council Staff Report

Subject: City Manager's Recommended Budget
Authors: Nate Rockwood, John Umbel, Kory Kersavage & Jed Briggs
Department: Budget, Debt, & Grants
Date: June 2, 2016
Type of Item: Informational/Legislative

Executive Summary: The following staff report contains the recommended special service contract funding, potential options for the storm water fees and how it will affect the additional resort sales tax capital projects, Comprehensive Emergency Management Plan, Policies and Procedures, and Council Compensation.

Acronyms

BFO – Budgeting for Outcomes
FY- Fiscal Year
CIP – Capital Improvement Plan
RDA – Redevelopment Authority
ACA - Affordable Care Act
FIAR - Financial Impact Assessment Report
URS – Utah Retirement System
LOS – Level of Service
RFA – Request for Applications
CEMP – Comprehensive Emergency Management Plan
EM – Emergency Manager
EMG – Emergency Management Group
EMPG – Emergency Management Program Grants
FEMA – Federal Emergency Management Agency
HSPD – Homeland Security Presidential Directive
IC- Incident Command
ICS – Incident Management System
NIMS – National Incident Management System
PA – Public Assistance
UDEM – Utah Division of Emergency Management

Background:

This budget season will be the first year of the budget biennium. Between now and June we will be working on adjusting the FY 2016 Budget as well as developing the FY 2017 Budget and FY 2018 Plan.

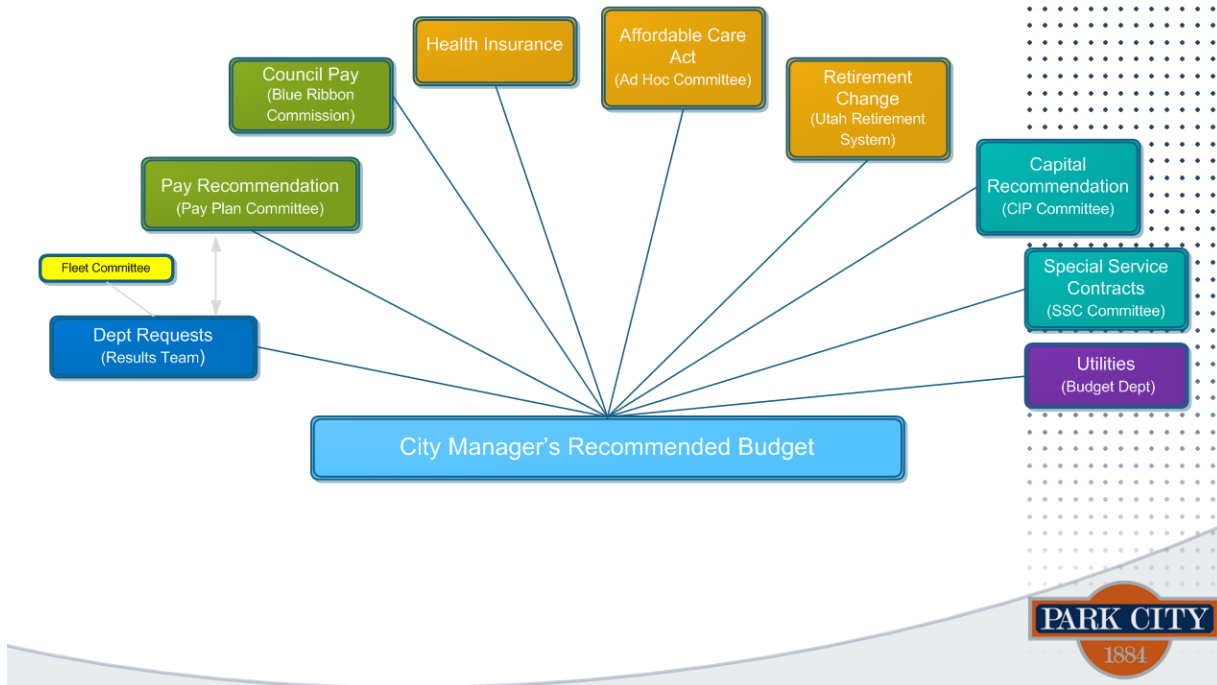
The City Manager's Recommended Budget is constructed drawing upon Council input and direction received during the Council Retreat in March, as well as Council input received during work sessions and study sessions throughout the year. During a Council work session (Mar. 3), Council was presented with the Financial Impact Assessment Report (FIAR) projection of the City's expenditures and revenues over the

next ten years. In essence, the FY17 budget has to fit within the confines of the FIAR's projected expenditure increases (based off of a 10-year historical analysis of an average annual increase of Park City's expenditures), approved by Council. The funding level recommendation has to account for what could be considered "inflationary" increases like Pay Plan, health insurance, and retirement as well as more discretionary increases such as departmental requests and CIP enhancement.

Below are the City's Long-Term Budget Strategies for crafting the City Manager's Recommended Budget:

1. Budget draws upon Council input from Council Retreat and FIAR projections as a guide
 - Priority-driven operating budget based upon Council's Critical and Top Priorities, goals, objectives, and desired outcomes
2. Two-year budget process with fewer budget requests coming in the "off-year" (This year, FY 17 is a "on-year" for the budget; the "off-year" is FY18 in this particular biennium budget)
 - Second-year budget requests that will be considered are ones that
 - i. will come with revenue offsets;
 - ii. are accompanied by expense reductions, or that;
 - iii. are required by law; or
 - iv. are necessitated by market/environment changes that happened since the last budget adoption (since the adoption of the FY15 budget, in this case)
3. The budget proposal is initially developed by several budget committees made up of cross-departmental staff:
 - Committees include Results Team as well as CIP, Pay Plan, Benefit, and Fleet committees and any other ad hoc committees needed for unique circumstances
 - Results Team will make recommendations by considering BFO score, department manager's request, established need, available resources, and performance measures
4. All operating and capital budget requests should be considered during the budget process
5. Any General Fund budget surplus should be used for capital projects

BUDGET RECOMMENDATIONS



Utah State law requires that the City Manager present to Council a balanced budget at the first regularly scheduled Council meeting in May. A balanced budget is defined by Utah Code: —The total of the anticipated revenues shall equal the total of appropriated expenditures. The proposed budget must be available for public inspection during normal business hours after it has been filed with the City Council. Per state code a tentative budget must be submitted to city council on or before the first scheduled meeting in May. The council then adopts the tentative budget and then begins to make it its own by modifying and amending it. Between the first City Council meeting in May and the presentation of the Final Budget on June 16, the Council has the opportunity to review the proposed budget, consider public comment, and finally, adopt a balanced budget. Before June 22 the Council must adopt either a tentative budget if the certified tax rate is to be exceeded (tax increase) or a final budget and proposed tax rate (no tax increase). If there is a property tax increase, the Council holds an additional public hearing before adopting the budget in August.

The high level timeline for the strategic planning and budget process was provided to City Council during their annual retreat and is as follows:

ID	Task Name	Start/Ongoing	Finish	Duration	2016											
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Council Retreat	3/9/2016	3/11/2016	3d												
2	Results Team deliberation	2/17/2016	3/30/2016	31d												
3	Quarterly Goal Update (Q3.FY16)	4/1/2016	4/15/2016	11d												
4	Council Budget Hearings	5/6/2016	6/16/2016	30d												
5	Quarterly Goal Update (Q4.FY16)	7/1/2016	7/15/2016	11d												
6	Business Plan FY16 Update	7/1/2016	9/1/2016	45d												
7	Biennial Plan FY17 & 18 Revision	7/1/2016	9/1/2016	45d												
8	Quarterly Goal Update (Q1.FY17)	10/3/2016	10/17/2016	11d												
9	BFO Departmental Submission	11/24/2016	12/21/2016	20d												
10	Biennial Plan FY17-18 Off-year Update	12/16/2016	1/17/2017	23d												
11	Quarterly Goal Update (Q2.FY17)	1/2/2017	1/16/2017	11d												

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

Mar 3 – FIAR presentation budget kickoff (Biennial Strategic Plans update).

May 2 - Staff delivered the City Manager's Recommended Budget (Tentative or Proposed Budget) to City Council. Discussion/action is slated for these dates as follows, barring changes as needed:

May 5 – Presentation of the Tentative Budget, Budget Overview & Timeline, Update of Financial Impact Assessment Report (FIAR), and Benefits (pay plan & health insurance). Presentation and adoption of the Tentative Budget.

May 12 – CIP & RDA Budgets

May 19 – Operating Expenditures - Biennial Plan Team Presentations and Fee Changes.

June 2 – Personnel Policies and Procedures (P&P) Manual, City Fee Resolution, Council Compensation, Outstanding Budget Issues, Adopt CEMP update by resolution, and Special Service Contracts.

June 16 – Presentation & Adoption of Final Budget (if no property tax increase – staff is not recommending a property tax increase), Adoption of Provisional Budget (if property tax will be increased)

Analysis:

Special Service Contracts

As part of the budget process, the City Council appropriates funds to contract with nonprofit organizations offering services consistent with the needs and goals of the City. According to City policy, up to one percent of the City's total combined operating budget is allocated. Payment may take the form of cash payment and/or rent contributions for the lease of City property in exchange for the value of in-kind services. The budget for Special Service Contracts for FY 2017 & FY 2018 is \$540,000 per year. Special Service Contracts are awarded as two-year contracts in order to mirror the two-year budget cycle.

Special Service Contracts are awarded through a competitive application process. A request for applications (RFA) was issued in February 2016 and announced through local media. Letters announcing the RFA were also sent to previous awardees. Applications were accepted through March 31 and submitted to the Special Service Contract Subcommittee for review. This Subcommittee included Mayor Thomas, Council Member Matsumoto and city staff.

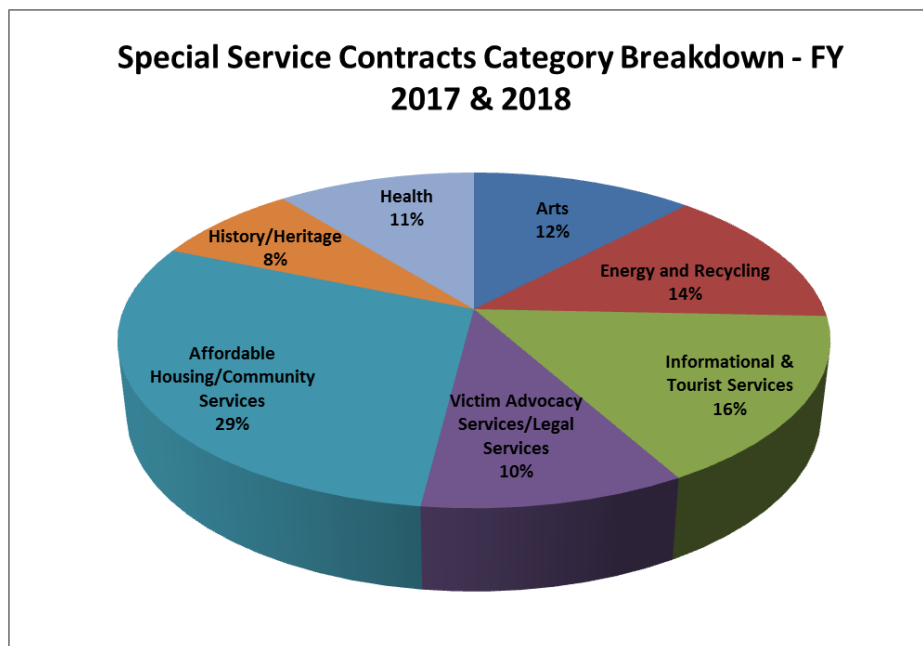
The selection process involved an examination of each application to determine how well it fit the criteria outlined in the City's Public Service Contract Policy and matched with Council's goals and priorities. The applications were then evaluated based on the outcome of the criteria match. Using this evaluation, the committee allocated funding available in the special service contract budget. In allocating funds, the committee examined additional principals consistent with City Council's current critical priorities and governance goals established at the annual Council Retreat to determine if funding for some applications should be adjusted. These principals consisted of whether the total allocation was sufficiently distributed among the service contract categories, the number of beneficiaries, whether certain gaps in community service are filled, if City Council goals are advanced, and whether the service would be provided by the City in the absence of it being provided through a non-profit organization. The special service contract process continues to be extremely competitive. The total 2-year funding request was over \$2 million.

A summary of the subcommittee recommendation is shown in the table below and a full summary with justifications and program descriptions from the Special Service Contract Subcommittee is found in *Attachment C*.

Special Service Contract FY 2017& 2018 (Subcommittee Recommended)

Organizations	2-Year Request	Recommended Funding FY 2017	Recommended 2-Year Funding
Christian Center	25,000	15,000	30,000
Friends of the Utah Avalanche Center	14,000	5,000	10,000
Habitat for Humanity	40,000	10,000	20,000
KPCW	6,000	-	-
Mountain Mediation Center	30,000	13,750	27,500
Mountain Town Music	50,000	-	-
Mountain Trails	25,000	5,000	10,000
Mountainlands Community Housing Trust	50,000	20,000	40,000
P.C. Adult ESL	26,400	12,000	24,000
P.C. Historical Society and Museum	84,000	41,500	83,000
P.C. Historical Society and Museum - Newspaper	20,000	2,500	5,000
P.C. Historical Society and Museum - Mines	50,000	-	-
Park City Chamber/Bureau	250,000	85,000	170,000
Park City/Summit County Arts Council	147,676	20,000	40,000
PC Tots	120,000	50,000	100,000
Peace House, Inc.	80,000	32,500	65,000
People's Health Clinic	80,000	34,000	68,000
Recycle Utah	154,577	45,000	90,000
Recycle Utah (Rent & Utilities)	31,154	In-kind	In-kind
Summit Community Power Works	148,400	15,000	30,000
Subtotal	1,432,207	406,250	812,500
Youth Organizations	2-Year Request	Recommended Funding FY 2017	Recommended 2-Year Funding
ArtsKids	40,000	10,000	20,000
Big Brothers/Big Sisters of Utah	20,000	-	-
EATS	17,610	8,805	17,610
Holy Cross Ministries	30,000	15,000	30,000
PC Education Foundation - After School	50,000	20,000	40,000
Park City Education Foundation - Internet	15,000	7,500	15,000
Park City Education Foundation - Bright Prospect	10,000	5,000	10,000
Park City Film Council - Film Series	30,000	5,000	10,000
Park City Sister City Association	17,100	8,445	16,890
PC Performances- Egyptian Theatre	50,000	10,000	20,000
PC Performing Arts Foundation (Mega Genius Supply Store)	60,000	4,000	8,000
PC Performing Arts Foundation (Student Outreach)	60,000	9,000	18,000
POC	50,000	-	-
Summit County Children's Justice Center	60,000	10,000	20,000
Sundance Institute	18,000	9,000	18,000
Youth Sports Alliance	50,000	12,000	24,000
Subtotal	577,710	133,750	267,500
Grand Total	2,009,917	540,000	1,080,000

The SSC subcommittee is currently recommending awards in FY 2017 & 2018 totaling \$540,000 per year. The following graph shows the recommended funding as allocate by category.



Storm Water Fees

On May 12, Council, Budget and Public Utilities staff discussed the proposed storm water utility fee. After discussion, Council indicated they would prefer a lower initial storm water service fee, by offsetting a portion of the storm water capital costs in the first several years with revenue from the Additional Resort Communities Sales Tax. On May 19, staff returned to confirm adjustments to the Storm Water Financial Model prior to the adjustment of the budget and recommended Storm Water Service Fee adoption.

After Council discussion staff received direction to return on June 2, with two scenarios. The first scenario showing fees starting at \$3.75 in FY17 with the fee increasing gradually over five years to reach \$5.90 in FY 2021. The fee would then return to the original recommended storm water fee in year six (FY 2022) of \$6.61, which would cover operating and capital costs. This plan would require \$3,252,000 in Additional Resort Communities Sales Tax for storm water capital between 2016 and 2020.

Storm Water Utility 5-Year Transition Rate							
Fiscal Year		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Proposed Rate per ESU		\$3.75	\$4.20	\$4.70	\$5.27	\$5.90	\$6.61
Capital Needs	ARCSA	\$ 570,000	\$ 888,890	\$ 940,117	\$ 800,000		
	Storm Water Utility				\$ 3,200,000	\$ 160,869	\$ 579,637

The second scenario showing a fees starting at \$3.75 in FY17 with the fee increasing over three years to reach \$6.09 in FY 2019. The fee would then return to the original

recommended storm water fee in year four (FY 2020) of \$6.34, which would cover operating and capital costs. This plan would require \$2,400,000 in Additional Resort Communities Sales Tax for storm water capital between 2016 and 2019; \$800,000 less than in the 5-year transition scenario.

Storm Water Utility 3-Year Transition Rate							
Fiscal Year		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Proposed Rate per ESU		\$3.75	\$4.88	\$6.09	\$6.34	\$6.59	\$6.79
Capital Needs	ARCSA	\$ 570,000	\$ 888,890	\$ 940,117			
	Storm Water Utility				\$ 3,900,000	\$ 160,869	\$ 579,637

Additional Resort Communities Sales Tax

In FY 2014, the City secured an additional funding source with the Additional Resort Communities Sales and Use Tax (ARST). It was anticipated that the ARST would generate approximately \$3.2 million in FY 2014. The amount actually received was just over \$3.5 million. The full amount of the anticipated revenue was designated to be received in the City's Capital Improvement Fund. The total allocation of the ARST funds will be adjusted each year as part of the CIP process. The potential funding type will vary between cash and debt as project timing is adjusted to match projected project expenditures. To date the City has issued two Sales Revenue Bonds in FY 2014 & FY 2015 totaling \$17,375,000 and leveraged approximately 35 percent of the Additional Resort Sales Tax until FY 2029.

The A/B scenario originally adopted by Council during the FY 2013 budget process designates total funding between 2014 and 2021 to the following capital projects in the left column:

Additional Resort Projects			
Current Budgeted Projects	Total Funding Original Designation	Amount Expended to Date	Total Funding Allocation
Historic Park City/ Main Street & Downtown Projects*	\$14.5 M	\$6.19 M	\$18.45 M
OTIS	\$8.5 M	\$2.83 M	\$9.25 M
Open Space	\$15 M	\$10.38 M	\$15 M
Storm Drain Improvements	\$8.5 M	\$1.87 M	\$5 M
Deer Valley Drive (phase II)	\$1.01 M	\$0.98 M	\$1.01 M
Park Avenue		\$0 M	\$4.5 M
Housing Projects	\$5.25 M	\$0.25 M	\$5.25 M
TOTAL	\$52.76 M	\$22.5 M	\$58.46 M
* Funding includes \$3M in GOED assistance			

The total funding column shows the current recommended ARST plan as recommended in the budget and potentially recommended by City Council in regards to the Storm Water 5-year Transition Rate. Under this scenario the Storm Drain Improvements would be partially funded by \$3.2 million of the ARST in the first 4 years and the Storm Water Utility Service Fees in future years. The proposed funding plan includes \$4.5 million for

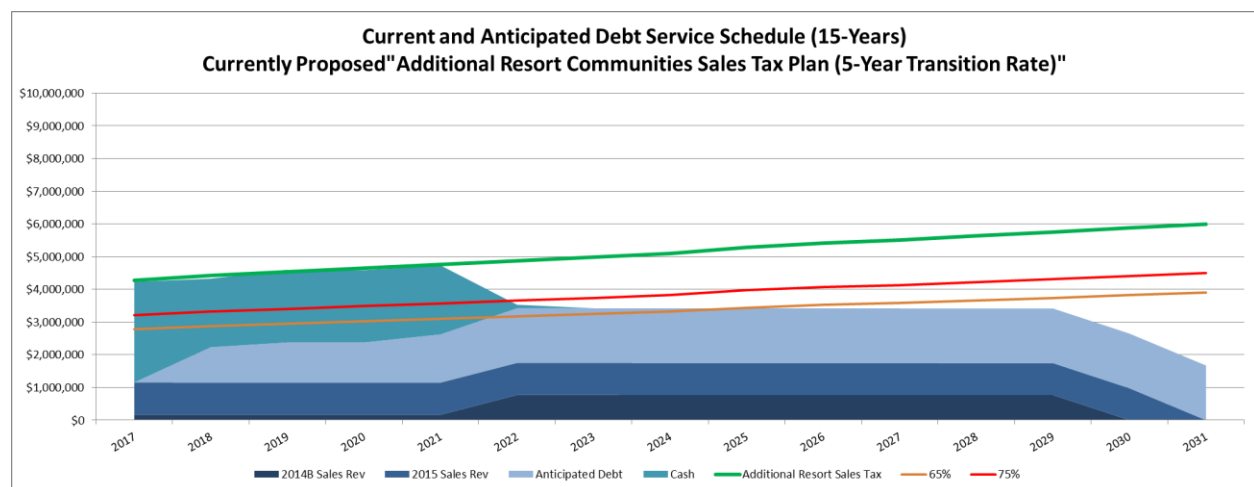
Park Ave. street reconstruction and additional funding for the Main Street & Downtown Projects.

On May 19, Council directed staff to prepare two scenarios showing Storm Water Utility Rates phased in over a 5 or 3 year period and the corresponding effects on the long range ARST plan. The following table shows the first scenario (5-year Transition Rate) with \$3.2 million for Storm Water Improvements from FY 2017 to 2020.

This plan continues to show the ability to use remaining open space budget in the current fiscal year (\$4.6 million). The plan also includes \$5 million in funding for affordable and attainable housing land acquisition. It includes \$4.5 million from FY 2019 to FY 2021 for the Park Ave reconstruction project. Approximately \$3.25 million in OTIS funding is being moved from FY 2018 to FY 2019, 2020 and 2021; the majority of funding (\$1.9 million) being moved to 2021.

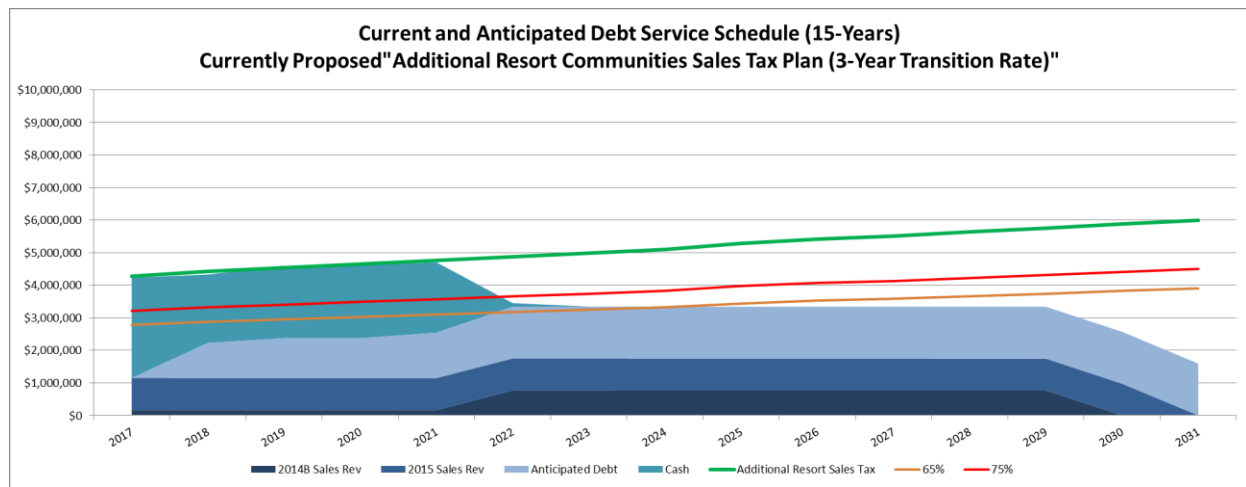
ARST Long Range Financial Model - 5 Year Transition Rate									
Projects	Type of Funding	Funding Available by Fiscal Year							Total Funding
		2016	2017	2018	2019	2020	2021	2022	
000423 Park Avenue Reconstruction	CASH				592,000	563,000	563,000		1,718,000
000423 Park Avenue Reconstruction	DEBT					2,772,000			2,772,000
CP0157 OTIS Phase III(a)	CASH	1,443,126	868,600		582,000	740,000	740,000		4,373,726
CP0157 OTIS Phase III(a)	DEBT						1,177,575		1,177,575
CP0256 Storm Water Improvements	CASH		570,000	888,890	940,117	800,000			3,199,007
000460 Downtown Projects Plazas	DEBT		8,300,000						8,300,000
000461 Additional Downtown Projects	DEBT						1,000,000		1,000,000
000461 Additional Downtown Projects	CASH						700,000		700,000
CP0196 Downtown Projects - Phase III	CASH	999,753							999,753
CP0270 Downtown Enhancements Phase II	DEBT		1,407,512	1,600,000					3,007,512
CP0270 Downtown Enhancements Phase II	CASH	1,242,407							1,242,407
CP0306 Open Space Acquisition	CASH		2,322,241						2,322,241
CP0306 Open Space Acquisition	DEBT		1,200,000	1,100,000					2,300,000
CP0317 Deer Valley Dr. Phase II	CASH	237,792							237,792
CP0329 Main Street Infrastructure Asset Managem	CASH	105,760	105,760	105,760	105,760	105,760	105,760	105,760	740,321
CP0357 Affordable Housing	CASH	8,522							8,522
CP0361 Land Acquisition/Affordable Housing	CASH	4,670,000	330,000						5,000,000
TOTAL		8,707,360	15,104,113	3,694,650	2,219,877	4,980,760	4,286,335	105,760	39,098,856

Figure E18 – Additional Resort Communities Sales Tax Adjusted Table



As directed by Council during the May 19 Work Session, the second scenario shows the impact of the 3-year Storm Water Utility Rates transition; a decrease in storm water improvements to the ARST plan of \$800,000. This change will allow less debt to be issued by paying for a larger portion of the Downtown Projects and OTIS projects in cash; both Scenarios' show the ability to fund the recommended projects over the next 7 years.

ARST Long Range Financial Model - 3 Year Transition Rate									
Projects	Type of Funding	Funding Available by Fiscal Year						Total Funding	
		2016	2017	2018	2019	2020	2021		
000423 Park Avenue Reconstruction	CASH				592,000	1,386,000	610,000	2,588,000	
000423 Park Avenue Reconstruction	DEBT					1,902,000		1,902,000	
CP0157 OTIS Phase III(a)	CASH	1,443,126	868,600		582,000	740,000	740,000	4,373,726	
CP0157 OTIS Phase III(a)	DEBT						1,177,575	1,177,575	
CP0256 Storm Water Improvements	CASH		570,000	888,890	940,117			2,399,007	
000460 Downtown Projects Plazas	DEBT		8,300,000					8,300,000	
000461 Additional Downtown Projects	DEBT					1,000,000		1,000,000	
000461 Additional Downtown Projects	CASH					700,000		700,000	
CP0196 Downtown Projects - Phase III	CASH	999,753						999,753	
CP0270 Downtown Enhancements Phase II	DEBT		1,407,512	1,600,000				3,007,512	
CP0270 Downtown Enhancements Phase II	CASH	1,242,407						1,242,407	
CP0306 Open Space Acquisition	CASH		2,322,241					2,322,241	
CP0306 Open Space Acquisition	DEBT		1,200,000	1,100,000				2,300,000	
CP0317 Deer Valley Dr. Phase II	CASH	237,792						237,792	
CP0329 Main Street Infrastructure Asset Managem	CASH	105,760	105,760	105,760	105,760	105,760	105,760	740,321	
CP0357 Affordable Housing	CASH	8,522						8,522	
CP0361 Land Acquisition/Affordable Housing	CASH	4,670,000	330,000					5,000,000	
TOTAL		8,707,360	15,104,113	3,694,650	2,219,877	4,133,760	4,333,335	105,760	38,298,856



Comprehensive Emergency Management Plan (CEMP)

The City Council adopted a new Comprehensive Emergency Management Plan (CEMP) for the City in August of 2007 and has re-adopted an updated and revised CEMP in June of each year since. The Emergency Management Group (EMG) and the City Manager have made no amendments to the CEMP during the 2016 fiscal year. Had amendments been made, Resolution 09-15 requires all amendments to the CEMP to be ratified by the City Council within one year. Further, the City's CEMP must be readopted annually to meet the National Incident Management System (NIMS) and Federal Emergency Management Administration (FEMA) compliance requirements.

Without formal adoption of a CEMP, the City is not eligible for certain federal grants and federal disaster Public Assistance (PA) reimbursements. Further, NIMS compliance is becoming a requirement for other federal assistance and grants. State assistance to municipalities through the Utah Division of Emergency Management (UDEM) is also available with approved emergency management plans, required training, an Emergency Manager (EM) and CEMP adoption. Park City continues to receive FEMA/State Emergency Management Performance Grants (EMPG) because we have an Emergency Manager and have met the state and federal NIMS requirements. We will continue to apply for available EMPG grants as they become available.

In addition to the basic plan, seventeen (17) Appendices lay out the details of Mitigation, Preparedness, Response and Recovery. The basic CEMP is before you for review (*Attachment A*) and adoption meeting the State/Federal NIMS requirements. The resolution to readopt the CEMP is *Attachment B*.

There have been no amendments since the June 18, 2015 adoption.

The various appendices are not included with the CEMP to save on paper (jointly they exceed 800 pages), but are available to the Council for review. Some appendices are protected documents under UCA - 63-2-304 and UCA 62-2-106 due to personnel and security contents. The Council will be periodically updated on amendments to the plan made by the Emergency Management Group (EMG), as outlined in the CEMP, as necessary.

Policy and Procedures – Changes Summary

Changes to the Personnel Policies and Procedures Manual

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

Each year the City Council adopts by resolution revisions to the Personnel Policies and Procedures Manual. Policy requires the manual be updated once every calendar year through this revision process and approved by City Council. The manual was last updated on July 1st of 2015.

The following are the amendments and changes to the 2015 Employee Policies & Procedures Manual proposed by the (P&PM) Revision Committee:

**** Section 4.22 is a new addition to the P&P Manual.**

4.22 Disability Accommodations

Equal Employment Opportunity Employer - The City is committed to providing Equal Employment Opportunity for all employees and job applicants. As part of that commitment, the City seeks to implement all applicable provisions of the Americans with Disabilities Act (the “ADA”), as amended, and related state law. It is the City’s policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. Ability, not disability, is the basis for employment decisions. It is the City’s policy to provide reasonable accommodation to qualified individuals with a disability. A qualified individual with a disability shall not include any employee or applicant who is currently engaging in the illegal use of drugs, when the City acts on the basis of such use.

a. Requesting an Accommodation

The accommodation request process is interactive. It requires cooperation and communication between both the individual requesting accommodation and the City. Qualified employees or applicants with disabilities may request a reasonable accommodation. The need for an accommodation may be brought to the attention of the City in any of the following situations:

- A job applicant may request an accommodation with respect to the job application process;
- A new employee may request an accommodation to perform the essential functions of the job;
- An employee returning to work after experiencing an illness or injury may request an accommodation;
- A current employee with a disability whose medical condition has changed may request an accommodation for the first time or a change in accommodation; or
- Any employee with a disability may request an accommodation at any time.

An employee is not required to disclose the diagnosis of his/her condition or the details of his/her medical treatment when requesting an accommodation when both the disability and the need for reasonable accommodation are obvious. However, the employee must notify the City of a need for accommodation for a reason related to a medical condition.

Medical documentation may be required in order to evaluate and process an accommodation request when the disability and/or the need for accommodation are not obvious. If such information is needed, employees are encouraged to use the Medical Information Request Form, found on the employee portal under the tab “Forms” and also available in the HR Department.

Qualified employees or applicants with disabilities may request an accommodation by filling out a Reasonable Accommodation Request Form and returning it to the HR Manager. This form is found on the employee portal under the tab “Forms” or may be obtained from the HR office. Employees may also request an accommodation by notifying any of the following responsible persons of a need for accommodation:

- City Manager
- Assistant City Manager
- HR Manager
- Department Manager/Director
- Immediate Supervisor/Manager

Employees who suffer from a mental or physical impairment that interferes with their ability to perform their job are encouraged to submit a Reasonable Accommodation Request Form or discuss their situation with any of the responsible persons identified above.

The interactive process should be documented with the ADA Interactive Process Worksheet found on the employee portal under the tab “Forms” and also available in the HR Department.

b. Supervisor Responsibilities

If a supervisor is approached by any employee about an accommodation or health problem, the supervisor may not ask the employee for personal medical information. Instead, the supervisor should immediately contact the Human Resources Manager, even if the employee does not make a specific accommodation request. Should the employee choose to disclose personal medical information to a supervisor (which the supervisor should discourage), the supervisor should advise the employee that disclosure is not necessary, that such information will be kept confidential, and that such information will be discussed only with the Human Resources Manager and other necessary persons. Supervisors are required to keep the employee's request confidential and to help ensure the accommodation's work-related effectiveness.

TO ENSURE THAT REQUESTS FOR ACCOMMODATION ARE HANDLED APPROPRIATELY, SUPERVISORS/MANAGERS SHOULD NOT ENGAGE IN THE INTERACTIVE PROCESS OR OTHERWISE DISCUSS THE MEDICAL CONDITION WITH AN EMPLOYEE BUT MUST IMMEDIATELY CONTACT THE HUMAN RESOURCES MANAGER.

Supervisors are expected to support reasonable accommodations once approved. If a Supervisor has any concerns about the impact of a medical condition and/or any reasonable accommodation on an employee's job performance or impacts to the department and/or City, the Supervisor should contact Human Resources. The Supervisor should not raise any concerns with the specific employee or employees generally.

c. Response to Accommodation Request

The City will respond to a disability accommodation request as quickly as possible. When an accommodation request is received by the HR Manager he/she will engage in an interactive process with the employee to clarify his/her needs and to determine whether and what reasonable accommodation is appropriate under the circumstances. The HR Manager will analyze the following factors in determining the reasonableness of the accommodation requested by an employee:

1. Is the employee otherwise qualified to perform the essential job functions?
2. Will the accommodation accomplish the desired result, i.e., allowing the individual to effectively perform the essential functions of the job?
3. Will the accommodation create an undue hardship?
4. Does the accommodation raise any safety concerns?

Essential job functions are those that an employee must be able to perform, with or without accommodation. They cannot be removed from the position without changing its nature. Job duties which are not essential may be modified, eliminated, replaced, or restricted as part of the accommodation process.

The HR Manager is responsible for evaluating the considerations listed above and approving or not approving all requests for accommodation. The HR Manager may perform this evaluation in conjunction with other necessary persons. If an employee is not satisfied with the response to an accommodation request they are encouraged to promptly discuss their concerns with the Human Resources Manager or any other responsible person identified in Section (a) above. See section 6.5 American with Disability Act Complaints.

Nothing in this policy is intended to create any contractual rights and does not create any obligations beyond those required by federal or state law.

5.6 Cellular Phones & Mobile Devices –

***This is a small paragraph added to the P&P Manual from the IT department designed to reduce technology waste.*

City Phones are required to have a protective case and a screen protector (tempered glass is preferred) that are appropriate for the anticipated use. Phones with shatterproof glass screens are exempt from the screen protector requirement. Phones are expected to last a minimum of two years unless there is a justifiable need to replace it earlier. Phones that are at the end of their life must be turned into the IT Department, where they will be properly recycled.

5.11 Use of Drugs and Alcohol

***The text in red is a small addition to the P&P Manual.*

e. Drug and Alcohol Testing

Post-Accident Testing: Employees will be required to sign the appropriate consent and release form(s) and allow Park City Municipal Corporation to test them for Illegal Drugs and/or Alcohol if employees are involved in: (a) any on-the-job accident or other incident where the City reasonably believes Illegal Drug and/or Alcohol use may have been involved; (b) any on-the-job personal injury accident that results in the need for medical treatment by a clinic or hospital; (c) **any on-the-job vehicle related accident**; or (d) any on-the-job accident which results in damages to property estimated equal to or in excess of \$1,500 commensurate with [Utah Code Ann. § 41-6a-401](#) as amended. Park City Municipal Corporation will require post-accident testing for Alcohol only if it reasonably believes that the use of Alcohol may have caused or contributed to the accident.

5.20 Smoking

***The text in red is a small addition to the P&P Manual.*

All government buildings are designated as “smoke free” under [Utah Code Annotated Section 26-38-3](#). The City recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is restricted inside all City facilities. **Smoking includes but is not limited to: tobacco, marijuana, and e-cigarettes.** Smoking outside must conform to the rules set forth in the Utah Clean Air Act. Smoking is prohibited during the operation of City equipment or while driving City vehicles. Failure to comply with this policy may result in disciplinary procedure up to and including termination.

Section Seven (7) **EMERGENCY MANAGEMENT**

7.1 Employee Identification Cards and Identification/Door Key Fob Cards

- A. **Policy Employee ID cards** provide a means of quickly identifying PCMC employees and elected officials and the capacity in which they serve the City. This identification will be used for security purposes in the event of a citywide emergency or disaster

situation. The identification system may also be used as a means of identification for daily operations, building and/or restricted area access, including Vendors.

All PCMC employees, elected or appointed officials, volunteers and vendors who work in City buildings, are required to have a PCMC ID card while on duty and visibly displayed by the employee on a lanyard or clip. An ID card is for the sole use of the employee or vendor and may not be shared or loaned.

Any lanyard used for ID cards must be of a break-away variety. For job positions where a visible ID on a lanyard or clip may pose a safety threat, the department manager may exempt that position from visibly displaying an employee ID; however, the employee is not exempt from having their City ID card in their possession while on duty.

Elected Officials and designated personnel will also be issued an additional ID card that will grant them access to the Emergency Operations Center (EOC) should their presence be requested or required.

B. **Description** - The ID cards are color coded to assist in easy identification of the employee and capacity in which they serve the City. Color coded ID cards will be issued to:

- Elected Official (green)
- Management Team (orange)
- Full-time Regular, including FT Contract (blue)
- Part-time or Seasonal (yellow)
- Volunteer (purple)
- City Approved Vendor (black)
- EOC- (red) One card will clearly identify elected officials, limited key employees and outside agencies that in the event of an emergency/disaster will have access to restricted areas including but not limited to the Emergency Operations Center (EOC). The City Manager or his/her designee will determine the necessity and/or revocation of Emergency Operations Center (EOC) identifications.
- EOC Media (pink)

Cards will contain the following information on front;

- PCMC name and logo
- Employees photo (renewed every 3 years)
[some vendor cards do not include a photo]
- Employee legal first and last name
- Employee department (certain positions will have a title instead of a department)
- Employee ID number (unique number, never repeated)
[some vendor and volunteer cards do not have a number]
- Card expiration date
- Phone number to call to verify card validity
- Color code to indicate employment status

Cards will contain the following information on back:

- PCMC identification
- Return address and phone number in case card is found
- Employee signature
- Color code bar to indicate employment status
- Employee emergency hotline phone number
[removed for vendor cards]

- C. **Procedure** - All new and rehired employees will obtain an identification card during the hiring process. They must have their picture taken within 5 (five) days of employment. Photos may be taken by the employee's department, if set up to do so, or at the City Hall Front Desk—445 Marsac Ave.

All identification cards will have an expiration date and will be renewed bi-annually. Seasonal employee cards will expire at the end of the designated season in which they were hired. Contract employees will expire at the end of their contract. Employee photos will only be updated every four (4) years. Full-time Regular and FT Contract employee cards are replaced on odd numbered years and Part-time employee cards are replaced on even numbered years. Seasonal employee cards expire at the end of their season. Vendor or Lessee cards expire at the end of their contract.

Identification cards are PCMC property. Identification cards must be returned to the City in the event an employee leaves under any employment circumstance. In the event of a lost, stolen or damaged identification card, employees must notify their supervisor immediately. There is no cost for the replacement card in the event of a lost or damaged card, unless the employee requires more than one replacement per year. Replacements of greater than one per year may cost the employee \$25.00 each.

Employees and Vendors must sign the appropriate Human Resources Form for each card acknowledging receipt and basic rules concerning the card.

- D. **Identification (ID)/Key Fob cards** – ID/Fob cards look just like a regular ID card with the exception that imbedded in the card is an electronic key used to open city facility doors as authorized for that employee. Each card is programmed to allow access on the days and times to the doors authorized by that Department's Manager. An ID/Fob card has the same policy and procedure requirements as outlined above for a standard ID card. Both authorized and unauthorized FOB/ID transactions are recorded for auditing purposes. Like a standard ID card, in the event of a lost, stolen or damaged identification card, employees must notify their supervisor immediately, so the card can be deactivated and replaced. Replacements of greater than one card per year may cost the employee \$25.00 each.

In the event an ID/Fob card stops working, an employee should contact their supervisor who can make arrangements with the IT department or Emergency/Security Manager to trouble shoot the problem.

An ID/Fob card may not be given or loaned to anyone and is for the sole use of the designated employee or vendor. Failure to follow this ID/ Fob card policy may include disciplinary action up to and including termination.

7.2 Emergency Work Requirements

In the event of a City emergency, employees (including part-time, seasonal and contract employees) will be required to report to work as soon as possible unless they are medically unable to do so. PCMC will collaborate with the Red Cross and other agencies to make every effort to provide services for employees' family and pets. Failure to contact PCMC as outlined in Section 4.6 of the Personnel Policy and Procedure Manual may result in termination.

A dedicated "Emergency Hot Line" number of 888-894-7275 (888-894-PARK) will be activated during emergencies. Employees can call this number and get information about the overall status of the City situation and about their work assignments. Employees will also have the ability to leave a message about their personal situation if they are unable to report for work.

Depending on the gravity and extent of the emergency situations, the City Manager has the authority to temporarily suspend any or all time off requests (vacation, holiday, etc.) Suspended time off will not be lost but will postponed to a later date.

Flexibility will be important and normal work schedules and/or the department they normally work in may be altered in order to reassign employees where their qualifications and skills will be most beneficial to the City and its residents.

Work Locations:

The first place where employees should report for work is at their normal workplace. If the normal place of work is damaged or inaccessible, employees must report to a secondary rally point, which is the Public Works Complex at 1053 Ironhorse or if that location is damaged or inaccessible, report to the Quinn's Recreation fields. There will be assigned staff at the rally point to collect and dispense information and provide personal assistance. There will also be an information board for employees to communicate with their fellow co-workers.

During an emergency event where employees do not have any means of transportation, they are directed to call the "Emergency Hot Line" for information about possible shuttle service. PCMC will try to arrange shuttle service at defined times and locations in the greater Park City area to assist employees in their commute to and from work, if possible.

7.3 NIMS (National Incident Management System) Training

Mandatory NIMS training requirements, as outlined in job descriptions, the Comprehensive Emergency Management Plan (CEMP) and/or by departments, must be completed within six (6) months from an employee's date of hire. The City Manager may extend that deadline on a case by case basis depending on the job description up to one year.

7.4 Other Emergency Management Policies

The PCMC Administrative Policy & Procedure (AP&P) Manual has a number of additional policies that are Emergency Management related and are key to the City's and the City's staff's ability to respond to emergencies and disasters. Employees should be familiar with these additional policies which can be found in *Section 7 Emergency Planning of the Administrative Policy & Procedures Manual*.

Assigned Emergency Equipment Policy
AED – Automated External Defibrillators – Early Defibrillation Policy
Blood Borne Pathogens Exposure Control Policy
Comprehensive Emergency Management Plan (CEMP)
Departmental Closures Due to Emergencies and/or Severe Weather Policy
Emergency Manager Notification Policy
Emergency Evacuation of City Facilities Policy
Non-Punitive Sick-Leave During an Emergency or Pandemic Policy
Reverse 911 Notification Use Policy
1700 AM Highway Advisory Radio System Policy
Shelter-in-Place Policy
Top Half Fuel Policy
Utilization and Access of Building Closed Circuit Video Systems (CCVS)

Council Compensation

The following are the recommended salaries for Mayor, Council and the statutory officers:

	<u>FY 2016-2017</u>
Mayor	\$3,633.75 per month \$43,605 Annually
City Council	\$1,877.09 per month \$22,525 Annually
City Manager	\$106,000 - \$156,765 per year
City Attorney	\$100,000 - \$149,125 per year
City Treasurer	\$80,157 - \$119,268 per year
City Engineer	\$80,157 - \$119,268 per year
City Recorder	\$65,000 – \$75,000 per year

Some of the statutory officers' increase in salary is due to the recommended Pay Plan changes discussed with Council on May 5, 2016 derived from benchmarking against other cities with similar positions. Also, there is an increase in health insurance premiums this year of 16.2%. The Mayor and Council members have the option of receiving payment in lieu of health insurance, in which case the increase in cost of health insurance premiums would be added to the payment in lieu of health benefits from the current fiscal year.

Department Review:

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

Alternatives:

A. City Council should do the following:

1. Give Direction to Staff regarding the Park City Fee Schedule by resolution

2. **Give Direction to Staff regarding Desired Changes to the Budget to be made before Final Adoption**
3. **Give Direction to Staff regarding Special Service Contracts.**

B. Continue the Item: The Final Budget needs to be adopted on June 16. Any direction on changes to be made to the budget needs to be given by June 16, so that the budget can be adopted per State code.

C. Do Nothing: Same as alternative B

D. Modify: Council could give staff direction to modify the Fee Schedule, Special Service Contracts or the City Manager Recommended Budget.

E. Deny: The recommendations and revisions will not go into effect and may result in noncompliance with federal and/or state regulations.

Attachments:

- A – Special Service Contract Summary**
- B – CEMP Resolution**
- C – Resolution Policies and Procedures**
- D – Policies and Procedures**
- E – Council Compensation Ordinance**

Attachment A

Special Service Contract Subcommittee Recommendation					
Applicant	Request FY2017-2018 (1-Year)	Award FY2015-2016 (1-Year)	Award FY2017-2018 (1-Year)	Recommended Funding FY 2017-2018 (2-Year)	Justification / Description of Services
ArtsKids	20,000	15,000	10,000	20,000	Recommendation is to fund youth art programing costs for artists, staff, facilities and supplies.
Big Brothers/Big Sisters of Utah	10,000			-	This program provides one on one mentoring for youth. The committee decided that the cost per child was too high compared to other youth programming.
Christian Center	12,500	15,000	15,000	30,000	The allocated funding will go to the pantry employees, supplies and transportation.
EATS	8,805	New	8,805	17,610	This program is for school-aged children to learn how to cook healthy meals. The funding for this program will go to the cost of staff, food, supplies and transportation.
Friends of the Utah Avalanche Center	7,000	5,000	5,000	10,000	Recommended funding will go to the Know Before You Go a youth avalanche awareness program. Funding will also help support daily avalanche advisories.
Habitat for Humanity	20,000	10,000	10,000	20,000	The Sub-Committee recommends funding that will help support the Home Buyer Readiness program. The program prepares potential home buyers for successful home ownership.
Holy Cross Ministries	15,000	7,500	15,000	30,000	Holy Cross Ministries is developing a new program focused on developmental needs of 0-3 year old children in low-income households. This program is classroom-based and will also utilize home visits. The recommended funding will go to support this program.
KPCW	3,000		-	-	KPCW seeked funding to maintain emergency generator. The committee decided that the request did not meet the requirements for a special service contract
Mountain Mediation Center	15,000	13,750	13,750	27,500	This programs provides free mediation services for low income residents for Small Claims cases, and free or low cost mediation in other cases to enable parties to settle disputes in an effective collaborative manner. Funding for this program will go to supporting the cost of staff, operating costs, and advertising.
Mountain Town Music	25,000			-	This program sought funding to help offset their free concerts. The committee determined they did not meet the requirements of a SSC and the goal of affordability in a complete community.
Mountain Trails	12,500	12,500	5,000	10,000	This will provide partial funding for trail grooming in Round Valley and trail information services.
Mountainlands Community Housing Trust	25,000	20,000	20,000	40,000	Funding allocation to help support the Housing Resource Center and property listing data base.
P.C. Adult ESL	13,200	9,700	12,000	24,000	Funding allocation for the Adult ESL program and after school tutoring for children of adults in ESL program. Funding will also cover partial cost of ESL instructors.
P.C. Historical Society and Museum	42,000	41,500	41,500	83,000	Funding will help support the Hal Compton History Library by helping to offset staffing, supplies, and operating costs. This will allow the library to stay open 5 days a week. Additional funding also supports youth programming that brings fields trips to the museum.
P.C. Historical Society and Museum - Newspaper	10,000	10,000	2,500	5,000	Funding allocation supports the digitizing and indexing of the Park Record.
P.C. Historical Society and Museum - Mines	25,000		-	-	This program was looking for funding to preserve historic mine sites. Committee determined this was not the correct funding source for the described project
Park City Chamber/Bureau	125,000	100,000	85,000	170,000	Funding allocation for the Chamber includes approximately 1/2 visitor information cost as reported in the budget (value in-kind not included).
PC Education Foundation - After School	25,000	20,000	20,000	40,000	Funding will support instructor costs, program coordinator, and other operating costs for on-site after school programing.
Park City Education Foundation - Internet	7,500	7,500	7,500	15,000	Funding will support a 1/4 of the program's budget which supplies 250 low-income families of children attending school with internet access.
Park City Education Foundation - Bright Prospect	5,000	New	5,000	10,000	This program provides guidance and support to low-income students to prepare for college. Funding will support the Summer Academy Program, which is a intensive 4-day program that gives students an overview of what college life is like.

Park City Film Council - Film Series	15,000	10,000	5,000	10,000	Allocated funding will be distributed as follows: \$2,000 for Books 2 Movies program, \$2,000 for Reel Community Series, and \$1,000 Dual Language Immersion Film program.
Park City Sister City Association	8,550	New	8,445	16,890	The recommended funding will go towards the Park City High School Winter/Summer Exchange, Sister Cities International Youth Leadership Summit, and Peer Learning between municipal employees and elected officials.
Park City/Summit County Arts Council	73,838	25,000	20,000	40,000	The recommended partial allocation of funds for the costs associated with Cultural Tourism and Marketing and a portion of the Director's salary associated with Cultural Tourism. The amount also includes allocation to administer the Public Art Advisory Board.
PC Performances- Egyptian Theatre	25,000	10,000	10,000	20,000	Funding will go to support the Youtheatre Program for after school and summer operational costs
PC Performing Arts Foundation (Mega Genius Supply Store)	30,000	5,000	5,000	10,000	Funding will go to support the operational costs of this free after school literacy program
Pc Performing Arts Foundation (Student Outreach)	30,000	10,000	8,000	16,000	The program provides funding for student performance workshops which includes national level artists and film makers.
PC Tots	60,000	New	50,000	100,000	PC Tots seeks to provide an affordable option for childcare for low-income families in Park City. The funding will go to subsidizing tuition for families. \$50,000 will provide 63 low income spots.
Peace House, Inc.	40,000	32,500	32,500	65,000	Recommended funding will go towards the Domestic Violence Shelter, Educations Services, and the Clinical Therapy Program.
People's Health Clinic	40,000	33,972	34,000	68,000	Funding will provided healthcare services to uninsured patients of the clinic. Average cost per person is \$66.00
POC	25,000			-	Requested funds to be used to build out office space and educate community on their industry. The committee determined POC did not meet the SSC requirments.
Recycle Utah	77,289	45,000	45,000	90,000	Funding for Recycle Utah will go towards glass collection, youth education, dumpster days, snow equip. handling, E-Scrap (Batteries, light bulbs, thermostats, etc.), EPS/Styrofoam, and 2 Hazardous Waste Collection events.
Recycle Utah (Rent & Utilities)	15,577	In-kind	In-kind	In-kind	**In-kind rent and utilities for old bus barns
Summit County Children's Justice Center	30,000	8,000	10,000	20,000	The program provides for staff training and resources to aid in help provided to children victimized by child abuse and other crimes.
Summit Community Power Works	74,200	New	15,000	30,000	This new program seeks to educate, facilitate and inspire the residents of Park City to adopt energy efficiency and renewable technology. The recommended funding will pay for a portion of the project manager's salary, bulk purchasing programs, and marketing material.
Sundance Institute	9,000	9,000	9,000	18,000	This provides funding for the Filmmakers in the Classroom and High School Screenings programs.
Youth Sports Alliance	25,000	12,000	12,000	24,000	The recommended funds will be used to fund the Get Out and Play Program and aimed at increasing participation by low income students.
Total	1,004,959	496,422	540,000	1,080,000	



Resolution No. 13-2016

**A RESOLUTION ADOPTING THE PARK CITY COMPREHENSIVE
EMERGENCY MANAGEMENT PLAN (CEMP)**

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources; and

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS) and the directive also requires Federal Departments and agencies to make adoption of the NIMS by State, Tribal and local organizations a condition for Federal preparedness assistance beginning in Federal FY 2005; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt and train in a CEMP, NIMS and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs now require an adopted CEMP; and

WHEREAS, the City Manager and the Emergency Management Group (EMG) have reviewed the updated Comprehensive Emergency Management Plan with all of its attachments as periodically amended by the EMG and recommends adoption by the City Council; and

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

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

SECTION 1. ADOPTION. The Comprehensive Emergency Management Plan, dated June, 2016 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously adopted. Any amendments approved by the City Manager shall be effective for not more than one year unless ratified by the City Council.

adoption. **SECTION 2. EFFECTIVE DATE.** This Resolution shall take effect upon

PASSED AND ADOPTED this 2nd day of June, 2016

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney



PARK CITY MUNICIPAL CORPORATION

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

June 2016

Re-adopted 6/2/2016

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APPENDICES (provided under separate covers)

- Appendix A. Park City Municipal Code - Emergency Management & Responsibilities
- Appendix B. State of Utah Code Annotated 1953 - Title 53 – Emergency Management Act
- Appendix C. Hazard Identification and Vulnerability Analysis Worksheets and
Emergency/Disaster Action Plans (HIVA/EAP) (Protected*)
- Appendix D. Emergency Preparedness for City Facilities (Protected*)
- Appendix E. Training, Implementation and Exercise Plan
- Appendix F. Incident Command Structure (ICS)
- Appendix G. Mutual Aid Agreements
- Appendix H. Resource List and Contracts
- Appendix I. Employee Contact List (Protected*)
- Appendix J. Available FEMA Training Courses
- Appendix K. Emergency Operations Center (EOC) (Protected*)
- Appendix L. Emergency Support Functions (ESF) (Protected*)
- Appendix M. Community Preparedness Information and Plan
- Appendix N. Acronyms and Glossary
- Appendix O. Form and Log Templates
- Appendix P. Emergency Manager (EM) Notification Procedure
- Appendix Q. Standard Operating Procedures (SOP) in Support of ESF (Protected*)

* Some parts or all of these appendices are Private or Protected pursuant to UCA - 63-2-304 and UCA 62-2-106



Resolution No. 09-15

**A RESOLUTION ADOPTING THE PARK CITY COMPREHENSIVE
EMERGENCY MANAGEMENT PLAN (CEMP)**

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources; and

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS) and the directive also requires Federal Departments and agencies to make adoption of the NIMS by State, Tribal and local organizations a condition for Federal preparedness assistance beginning in Federal FY 2005; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt and train in a CEMP, NIMS and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs now require an adopted CEMP; and

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

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

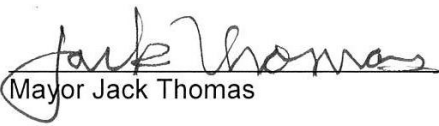
SECTION 1. ADOPTION. The Comprehensive Emergency Management Plan, dated June, 2015 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously

adopted. Any amendments approved by the City Manager shall be effective for not more than one year unless ratified by the City Council.

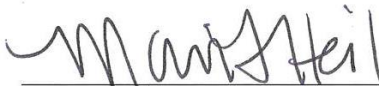
SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 18th day of June, 2015

PARK CITY MUNICIPAL CORPORATION


Mayor Jack Thomas

Attest:


Marci Heil, City Recorder

Approved as to form:


Mark Harrington, City Attorney





Resolution No. 23-07

A RESOLUTION ADOPTING THE USE OF THE NATIONAL INCIDENT
MANAGEMENT SYSTEM (NIMS)

WHEREAS, natural and man-made disasters may occur in any part of Park City, and;

WHEREAS, Utah State Code Title 63, State Affairs in General, Chapter 5a, Disaster Response and Recovery outlines authority, and;

WHEREAS, Park City is responsible to respond to emergency incidents as well as disasters with local responders, i.e. Law Enforcement, Fire, Emergency Medical Services, Public Services, and other such departments and divisions that might be required, and;

WHEREAS, City departments may be called to respond to and/or assist in response and/or recovery from the effects of emergency incidents and disasters, and;

WHEREAS, Park City is committed to achieving a system that will provide a consistent approach for local, state and federal governments to work effectively and efficiently together to prevent, prepare for, respond to and recover from domestic emergency and disaster incidents, regardless of cause, size or complexity, and;

WHEREAS, The Homeland Security Presidential Directive (HSPD-5) requires federal departments and local jurisdictions to adopt the National Incident Management Systems (NIMS), and;

WHEREAS, in times of disaster, local and state agencies work closely with federal agencies, and;

WHEREAS, NIMS provides a consistent nationwide template for all agencies to work together to prevent, prepare for, respond to and recover from all hazards, and;

WHEREAS, as a condition for federal preparedness assistance, beginning in federal Fiscal Year 2005, local organizations are mandated by HSPD-5 to adopt NIMS as the model for incident management in times of disaster;

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

SECTION 1. ADOPTION. Park City Municipal Corporation hereby adopts the National Incident Management System (NIMS) to be used by all City departments in response to all incidents and/or disasters within Park City.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect upon adoption.

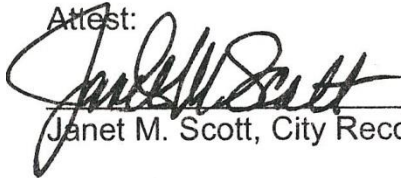
PASSED AND ADOPTED by the City Council this 9th day of August, 2007.

PARK CITY MUNICIPAL CORPORATION



Mayor Dana Williams

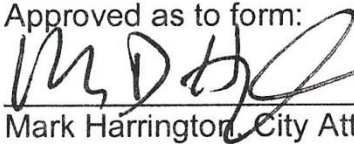
Attest:



Janet M. Scott, City Recorder



Approved as to form:



Mark Harrington, City Attorney

**Park City Municipal Corporation
Comprehensive Emergency Management Plan
Record of Changes**

Pursuant to Resolution XX-15, the City Manager may approve amendments to the Comprehensive Emergency Management Plan (CEMP), which shall remain in effect for up to one year or until permanently ratified by the City Council.

Nature of Changes	Date of Change	Pages Affected	City Manager's Signature
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PARK CITY MUNICIPAL CORPORATION

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

PURPOSE

The purpose of the Park City Comprehensive Emergency Management Plan (CEMP) is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system in order to return the community to its normal state of affairs.

This plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources.

CONCEPT & PRINCIPALS

On February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). This plan utilizes the tenants of NIMS, including the Incident Command System (ICS), as the basis for operations and to the level the various tenants apply to local government. In adopting this CEMP, Park City Municipal Corporation also adopts NIMS and ICS as required in HSPD-5.

It is the responsibility of Park City government to undertake comprehensive emergency management planning in order to protect life and property from the effect of an event prompted by natural or man-made occurrences. Local government has the primary responsibility of emergency management activities. When the emergency exceeds the local government's capabilities to respond, assistance will be requested from Summit County, and then the State of Utah. The Federal Government will provide assistance to the State when appropriate.

This plan is based upon the concept that the emergency functions for City departments, functions or groups will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

Day-to-day functions that do not contribute directly to the emergency response or operations may be suspended for the duration of the incident. The efforts that would normally be required for those functions will be redirected to accomplish the emergency response tasks.

A CEMP should be concerned with all types of emergency situations. It is more than an operational plan and it accounts for activities before, during and after the emergency operations. While the City has a plan as outlined herein, we realize that we may not have adequate resources to carry out all phases of the plan depending on the size and type of a specific emergency or disaster. The following are the four phases of a CEMP;

Phases of Emergency Management

1. Mitigation: Mitigation activities are those that eliminate or reduce the probability of an occurrence. Actions accomplished before an event to prevent it from causing a disaster, or to reduce its effects if it does, save the most lives, prevent the most damage, and are the most cost effective. City departments will enforce all public safety mandates including land use management and building codes; and recommend to governing bodies legislation required to improve the emergency readiness of the City. These activities also include long-term efforts that lessen the undesirable effects of unavoidable hazards.
2. Preparedness: Preparedness activities develop the response capabilities needed if an emergency arises. Preparedness consists of almost any pre-disaster action that is assured to improve the safety or effectiveness of disaster response. Preparedness consists of those activities that have the potential to save lives, lessen property damage, and increase individual and community control over the subsequent disaster response. Emergency/Disaster Action Plans spell out the scope of activities required for community response. Departments/agencies shall ensure that employees are trained to implement emergency and disaster procedures and instructions. Departments/agencies shall validate their level of emergency readiness through internal drills and participation in exercises selected by the Emergency Program Manager (EPM). Other government jurisdictions within and outside the city boundaries shall also participate in these exercises. Exercise results shall be documented and used in a continuous planning effort to improve the city's emergency readiness posture. In addition to the ongoing training and education of City employees and elected officials in the CEMP, local citizens and businesses shall also be educated on their responsibilities in preparing for an emergency.
3. Response: Response is the actual provision of services during the incident or crisis. These activities help reduce casualties and damage and speeds recovery from the incident. The active use of resources to address the immediate and short-term effects of an emergency or disaster constitutes the response phase and is the focus of department/agency Emergency/Disaster Action Plans. They include emergency and short-term medical care, return of vital life-support systems to minimum operating conditions, mass communications, evacuations and initial damage assessment. When any department/agency within the city receives information about a potential emergency or disaster, it will conduct an initial assessment, determine the need to alert others, and set in motion appropriate actions to reduce risk and potential impacts. Emergency response activities will be described in department/agency Emergency/Disaster Action Plans and may involve activating the Emergency Operations Center (EOC) for coordination and support of the Incident Command System (ICS). Departments/agencies will strive to provide support to warning and emergency public information, save lives

and property, supply basic human needs, maintain or restore essential services, and protect vital resources and the environment.

4. Recovery: Recovery is both a short-term and long-term process. They involve detailed damage assessments, complete restoration of vital life-support systems, financial assistance, and long-term medical care. There is no definite point at which response ends and recovery begins. However, generally speaking, most recovery efforts will occur after the emergency organization is deactivated and departments/agencies have returned to pre-disaster operation, and will be integrated with day-to-day functions. The recovery period is also an opportune time to institute mitigation measures, particularly those related to the recent incident. Examples of recovery actions would be: provision of temporary housing and food, restoration of non-vital government services, and reconstruction of damaged areas.

OBJECTIVES CONTAINED WITHIN THE CEMP

1. Defines clearly what the roles and responsibilities are of key members of City staff, City departments or functions and elected officials, in order to mitigate, prepare for, respond to and recover from the effects of any major emergency or disaster.
2. Establishes and defines roles and responsibilities within NIMS and ICS, as required by law.
3. Ensures that essential City services are maintained during an emergency or disaster.
4. Outlines the cooperative efforts between the City, the County, other governmental subdivisions and the State in response to an emergency or disaster.
5. Provides the necessary Mitigation, Preparedness, Response, Recovery, Mutual Aid, Action Plans, Hazard Identification, Risk Assessment, Emergency Support Functions, Resource Lists, Contact Lists and documents in appendices and compendiums to accomplish the activities laid out in this CEMP.

CHAPTER 1 – Authority

Emergency Authority

A compendium of existing local and state legislation pertaining to emergency management and authority are shown in Appendix A and B.

Mayor

Statutory Authority

The Mayor, as outlined in City Code 2-2-3, shall be the chief executive of the City. He/she shall be recognized as the head of the City government for all ceremonial and legal purposes, and he/she shall execute and authenticate legal instruments requiring his/her signature as such official. Further, the Mayor has emergency powers as set out in UCA 53-2a-205. The Mayor heads the Emergency Policy Council.

Proclamation of Local Emergency

In the event of or threat of, as disaster, attack, internal disturbance, natural phenomenon, or technological hazard, the Mayor may proclaim a state of “Local Emergency” under UCA 53-2a-208.

Appointment of Special Police

Under City Code 2-4-12C, the Mayor may upon any emergency, riot, pestilence, invasion, or at any time he shall deem necessary for the peace, good order or health of the City, order the Chief of Police to appoint special policemen for a specified time.

City Council

Emergency Ordinances

Emergency ordinances, as outlined in City Code 2-3-7C, may be enacted by City Council for the preservation of public property, health, peace or safety. Further, the City Council may authorize expenditures for an emergency in excess of the budget as outlined in UCA 10-6-129.

Emergency Interim Successors

The City Council and Mayor shall annually set out Emergency Interim Successors for Local Officers as set out in UCA 53-2a-807 (see also Continuity of Government Operations - Succession of Command).

City Manager

Statutory Authority

The City Manager is the Chief Administrative Officer of the City as defined in City Code 2-4-1 and will administer all affairs of the City as directed in City Code 2-4-3 A through M. In the absence of the Mayor, the City Manager may proclaim a state of “Local Emergency” as provided for in City Code and UCA 53-2a-203.

Administrative Authority

The City Manager or his/her designee or successor, as Chief Administrative Officer shall administer all emergency or disaster operations as outlined in the CEMP, including but not limited to EOC Operations Commander, Unified Commander (UC), Area Commander (AC) and/or Incident Commander (IC).

City Attorney

Statutory Authority

The City Attorney shall be the legal representative of the City and he shall advise the Mayor and Council and City officials in matters relating to their official powers and duties and perform such other duties as the Mayor and Council may prescribe by ordinance, resolution or otherwise as outlined in City Code 2-4-10 .

Chief of Police/Fire Marshal

Statutory Authority

The Chief of Police shall direct the police department in the enforcement of all the laws of the City and all statutes of the State of Utah applicable to the City as outlined in City Code 2-4-12, 6-3-6 and 11-9-2, including evacuation orders. The Chief of Police shall also serve as the City's Fire Marshal.

Emergency Program Manager

Administrative Authority

The Emergency Program Manager (EPM), also sometimes known as the Emergency Manager (EM) is hereby appointed by the City Manager to act as the City's designated manager to be involved in all areas of emergency management for the City. His or her responsibilities include; the keeping of the CEMP with all of its appendices (which must be updated annually); establishing and maintaining the City's state and federal NIMS compliance in the FEMA database; Emergency Operations Center (EOC) manager; establishes, maintains and participates in the training of all City staff in emergency preparedness and response; helps set City building preparedness and response to building specific emergencies; identifies and analyzes potential hazards to the community and the City's response; liaison to the County Emergency Manager and Region 2 of the Utah Division of Emergency Management; participates in individual incidents as a coordinator and review officer and in conjunction with the Community and Public Affairs Manager sets up citizen and business emergency preparedness programs. The EPM works with a policy and review body called the Emergency Management Group (EMG). The City Manager may reassign the responsibilities of EPM at any time with or without cause.

Community and Public Affairs Manager

Administrative Authority

The Community and Public Affairs Manager is hereby appointed by the City Manager to act as the City's designated Public Information Officer (PIO). The City Manager may reassign the responsibilities of the PIO at any time with or without cause.

Chief Building Official/Chief Fire Official

Statutory Authority

The Chief Building Official shall be responsible for the enforcement of the building codes, and all other such codes as adopted by the City and as outlined in City Code 6-1-2, 6-3-6, 11-2-2, 11-2-3 and 11-9-1. The Chief Building Official or his/her designee shall serve as the Deputy Fire Marshal.

CHAPTER 2 – Organization

Departments within the City will have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining its own emergency management procedures with assistance from the Emergency Manager and in concert with the CEMP. Departments will prepare plans, forms, documents and procedures to carry out their missions as outlined in the CEMP. Specific responsibilities for some departments may be outlined within the plan and/or in the appendix sections.

Emergency Management Group (EMG)

An Emergency Management Group (EMG) has been established to assist in the preparation of the CEMP, make periodic reviews and amendments, provide assistance and direction to the Emergency Program Manager (EPM) and assist departments with their components and implementation of the CEMP. The EPM is Chair of this group and the Police Chief is the Vice-Chair.

The Emergency Management Group (EMG) members are:

1. City Manager – Operations Commander
2. Assistant City Manager
3. Emergency Program Manager (EPM) - Chair
4. Community and Public Affairs Manager (PIO)
5. Information Technology Director
6. Chief of Police – Vice Chair
7. City Attorney
8. Public Works Director
9. Chief Building Official
10. City Engineer
11. Outside Agency and other members (as decided by the City Manager)

The Committee will ensure that emergency policies, activities, and resources, are coordinated among the City departments. On no less than an annual basis, the EPM will hold an EMG policy review meeting; make necessary CEMP amendments and a training session for the Committee members and the elected City officials.

As well, the EPM will facilitate on at least a bi-annual basis a City wide emergency response field training exercise or table top training exercise to evaluate this plan, its components and the individual department's emergency management procedures.

Departmental Emergency Management

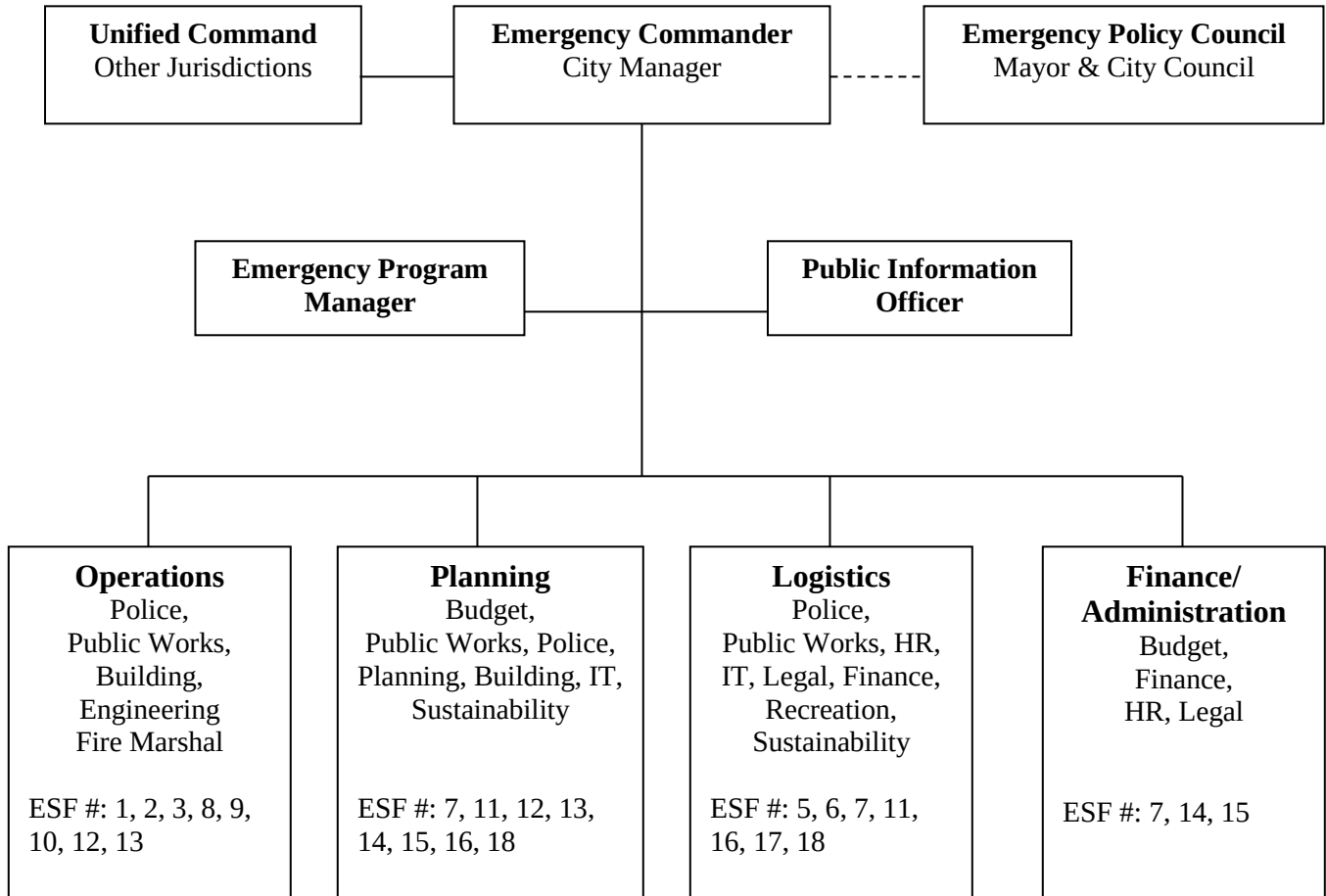
Under the direction of each City department manager or designee, each department will educate its employees on the CEMP and how it impacts their department, including individual and department roles and responsibilities, specific facility action plans and they will conduct regular training to meet the requirements of the CEMP. Further, training in the ICS will be conducted at all levels, including the need to complete tasks while under the supervision of an Incident Commander who may not be a regular supervisor. An outline of FEMA training required for various line and supervisory levels of City staff are outlined in Appendix E and F.

Direction and Control

The final responsibility for all emergency management belongs to the City Manager, a member of the Emergency Management Group (EMG) and Operations Commander. The EMG is responsible for all policy level recommendations and changes. The City Council shall adopt by resolution the CEMP and the federal NIMS, including all appendices and compendiums that encompass the total plan as periodically amended by the EMG. During response operations, elected official(s) will be available to, interact with constituents and forward community concerns, provide emergency policy direction, enact emergency legislation, provide for funding and provide designated public information in conjunction with the Public Information Officer (PIO) and/or other duties as agreed upon with the Operations Commander

The EPM has responsibility for coordinating the entire emergency plan and response program, and makes all routine decisions for this committee. During emergency operations, the EPM ensures that the policy and coordination of all groups are working in concerted, supportive effort to overcome the emergency.

CEMP Organizational Chart



Continuity of Government Operations

Succession of Command

1. The line of succession of the City Manager as the Operations Commander is to the Assistant City Manager, the Chief of Police and then to the Emergency Manager. In the event the Emergency Manager assumes the Operations Commander position, he/she will be replaced by a trained Acting Emergency Manager.

The line of succession of the City Manager for his/her position as City Manager, i.e. appointment of an Acting City Manager, is to the Assistant City Manager, the City Attorney and then the Chief of Police. An Acting City Manager may not hold the position of Emergency Manager or Acting Emergency Manager at the same time.

2. The line of succession of each City department is according to the operating procedures established by each department and should be no less than three deep.
3. The line of succession of the Mayor is to the Mayor Pro Tempore, to the Alternate Mayor Pro Tempore and then to the most senior member of the City Council.
4. The line of succession of the City Council shall be governed by Park City Municipal Code 2-2-9. In the event a majority of Council members are unavailable or unable to fill vacancies by appointment, then emergency interim succession is pursuant to UCA 53-2a-807.

Preservation of Records

1. In order to develop after-action reports, all messages and logs will be maintained and submitted to the EPM immediately after deactivating emergency operations.
2. Documentation of emergency response actions is required for the following:
 - a. Accounting/reimbursement
 - b. Response action improvement
 - c. Possible legal action

Administrative Items

Emergency Authority

1. A compendium of existing state legislation pertaining to emergency management are shown in Appendix A and B.

Mutual Aid/Automatic Aid

1. Should local government resources prove to be inadequate during an emergency operation, requests will be made for assistance from other local jurisdictions and higher levels of government according to existing or emergency negotiated mutual aid/automatic aid agreements and memorandums of understanding entered into by duly authorized officials and will be formalized in writing whenever possible. See Appendix G.

Consumer Protection

1. Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the State Attorney General's Consumer Protection Division.

Accounting for Resources, Costs and Losses

In an emergency, proper accounting of costs and losses is required for insurance or federal disaster assistance reimbursements. Care should be taken to include all direct and indirect

costs. Park City will use accounting methods in accordance with federal guidelines. The required documentation will be forwarded to appropriate state and federal agencies.

Incident Command System (ICS)

The Incident Command System is one of the key organizational systems of the National Incident Command System (NIMS). The ICS provides overall management at the incident site. The Incident Commander develops a management structure based on the needs of the incident. All appropriate elected officials, department heads, managers, supervisors and line personnel shall be trained in the ICS. See Appendix E and F.

Plan Development and Maintenance

If a plan is to be effective, its contents must be known and understood by those who are responsible for its implementation. The Emergency Program Manager (EPM) and members of the Emergency Management Group (EMG) will brief appropriate public/private sector officials in emergency management operations of this plan in particular.

The plan shall be updated at least once every year. Training for all employees and elected officials shall be ongoing.

CHAPTER 3 – Procedures and Operations

Emergency Levels

During the emergency operation, a timely and well-documented system of assessing the damage that is caused or expected is crucial for determining appropriate response actions, alleviating victim suffering and hardship, managing resources effectively, and planning future hazard mitigation activities.

When carrying out the Comprehensive Emergency Management Plan, the transition from normal operations to emergency operation must be orderly. To achieve unified response operations, it is important that all departments have a common definition and status of emergencies. These defined levels of an emergency provide a transition from normal operating posture to full alert and provide for coordination with other agencies. When responding to emergencies, the following apply:

Level III: NO OUTSIDE ASSISTANCE NECESSARY

An emergency that poses a threat to life, property, or the environment and where ample resources exist. The responding department(s) handles the incident with on-duty resources and notifies the City Manager or his/her designee via department notification protocols.

Level II: ENHANCED RESPONSE REQUIRED

An emergency of a greater hazard, which poses a threat to life, property, or the

environment, and requires coordination between more than one City department. Park City personnel handle the emergency with City resources, mutual aid, and resource sharing. Once a Level II emergency is in effect, any request for assistance or resources from the on scene Incident Commander will take precedence over other daily activities. Incident Commanders responding to Level II emergencies will notify the City Manager or his designee via department notification protocols. If needed, request for EOC activation may be made by responding Incident Commander(s), involved department chiefs or department heads, the City Manager, or the Emergency Program Manager.

Level I: MAJOR INCIDENT

An emergency involving a catastrophic incident. The incident may result from a natural or man-made disaster such as earthquake, flood, fire, terrorism, etc. The incident may result in an immediate threat to persons, property, or the environment and requires the resources of the entire City, including government, private, and outside assistance. The Mayor or designee may issue a formal declaration of emergency.

During response operations, responders maintain the principle of centralized control and decentralized execution. All response actions are in harmony and orchestrated by legal authority from the Emergency Operations Center.

As City departments, agencies, and non-governmental organizations progress from normal operations to an emergency posture, they go through the response conditions outlined below in accordance with the emergency level. For example, a Level II emergency would require Response Condition II.

Response Conditions

Response Condition - III: NO OUTSIDE ASSISTANCE NECESSARY

1. Monitor the situation regularly.
2. Review applicable plans and Standard Operating Procedures.
3. Review the status of all equipment and supplies.
4. Notify the City Manager and key personnel.

Response Condition II: ENHANCED RESPONSE REQUIRED

1. The Emergency Operations Center may be activated as needed with partial staffing.
2. Notify City Manager and key personnel.
3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented.
4. Place personnel on standby status as needed.

Response Condition I: MAJOR INCIDENT

1. Place Emergency Operations Center on full staffing.
2. Bring equipment and supplies to full operational status.
3. Recall personnel as necessary.
4. Freeze supplies and resources and commit them to the emergency as needed.
5. Notify the County and the State

The above procedures will not constrain or limit the emergency actions of any department or agency involved in a response.

Declaration of Emergency

Park City is the primary responder to a disaster in the City. As such, it rapidly mobilizes forces, assesses the situation, and plans a course of action. Once the situation exceeds Park City's capability to respond, officials will first seek supplemental resources from Summit County, then the State of Utah, and finally the Federal government.

A local "emergency" may be declared by proclamation of the Mayor. In the absence of the Mayor, the interim successor or City Manager may declare an emergency. Nothing in this section is intended to preclude the declaration of an emergency and the exercise of emergency powers as long as those actions are consistent with the requirements of declaring an emergency outlined herein.

The proclamation declaring the emergency will be filed with the City Recorder and will state four things:

- the nature of the emergency.
- the areas threatened.
- the various conditions which cause the emergency to be declared.
- the initial period of the emergency.

The declaration is kept on file with other supporting documentation to justify the disbursement of disaster assistance funds if available. See Appendix O for templates.

Emergency Operations Center (EOC)

The EOC serves as a centralized management center for emergency operations. Here, decisions are made by the EOC managers based upon information provided by the IC and other personnel. Regardless of size or process, every facility should designate an area where decision makers can gather during an emergency.

Each facility must determine its requirements for an EOC based upon the functions to be performed and the number of people involved. Ideally, the EOC is a dedicated area equipped with communications equipment, reference materials, activity logs and all the tools necessary to respond quickly and appropriately to an emergency.

EOC Resources:

- Communications equipment
- A copy of the emergency management plan and EOC procedures
- Blueprints, maps, status boards
- A list of EOC personnel and descriptions of their duties
- Technical information and data for advising responders
- Building security system information
- Information and data management capabilities
- Telephone directories
- Backup power, communications and lighting
- Emergency supplies

An Emergency Operations Center (EOC) has been established within the Police Facility Building, 2060 Park Avenue. Those participating in the EOC will be located in secure meeting space adjacent to Police Records/Reception (the Lloyd D. Evans, Sr. Meeting Room). The Emergency Policy Council (EPC) will be located in the secure Police Facility Administrative Conference Room. The general operations of the EOC functions will be conducted within the confines of the space available at the time of activation of the EOC.

1. Secondary Emergency Operations Center. Should the primary EOC location, become unavailable due to structure failure, road inaccessibility, etc., the EOC functions will be moved to the Public Works Facility or the Marsac Building and shall function at that location until such time as the primary EOC becomes operational or an alternate site is identified that can facilitate the EOC operations to a higher degree.

2. Alternative Emergency Operation Center. At the point that any Park City Municipal Corporation facilities available to be used as an EOC site become unavailable or unusable, the EOC function may be moved to the Summit County Emergency Operations Center at the Summit County Health Department in Park City, the Summit County Search & Rescue Building in Kamas or the Summit County Mobile Command Post (SCMCP).

3. Authority to Activate EOC. Activation of the Emergency Operations Center (EOC) is solely the responsibility of the City Manager, designee, or successor. The City Manager may consult with the Emergency Program Manager, Chief of Police, PIO, Public Works Director and the Mayor in making the determination to activate the EOC; however, the final decision rests with the City Manager. In the absence of the City Manager or an immediate successor, in order to expedite the City's emergency response, the Emergency Program Manager may activate the EOC.

4. EOC Command Structure. While the Emergency Operations Center (EOC) is functional, the City Manager will act as the EOC Commander, unless he/she relinquishes that responsibility to a designee. The City Manager will interact with the appropriate manager or managers when addressing the incident response, operations, assessment and recovery phases. Each City Department or function involved in any phase of an incident will have a management representative located within the EOC operations area, or in a location directed by the City Manager. The EPM or designee shall manage the EOC. See Appendix K.

CHAPTER 4 – Incident Response and Management

Emergency Support Functions (ESF) Concept

In order to facilitate the delivery of emergency services during a disaster, Park City has adopted the Emergency Support Function (ESF) concept found in the National Response Framework (NRF). The Emergency Support Function concept is based on the idea of designating specific emergency response tasks to the City departments and outside organizations best suited to complete the designated task. Each function has an assigned department or organization responsible for that function with other departments and organizations playing supporting roles.

ESF Overview

The tasks that may need to be performed in emergency situations have been categorized as Emergency Support Functions (ESFs) under the National Incident Management System (NIMS) and Park City's CEMP has chosen to follow that categorization. The tasks have been grouped into 18 Emergency Support Functions. Each ESF is supported by Standard Operating Procedures (SOP) for that ESF. See ESF and SOP details in Appendix L and Q.

ESF 1 TRANSPORTATION

Public Works/Transit /Fleet

Coordinate the use of transportation resources required to perform the emergency response, recovery and assistance mission.

ESF 2 COMMUNICATIONS

Police/Information Technology

Coordinate and provide communication support, and, where necessary, establish temporary telecommunications support.

ESF 3 PUBLIC WORKS

Public Works/Streets/Building/Engineering

Assist in lifesaving or life-protection activity following a disaster. This may include technical advice and evaluation, engineering services, construction management and inspection, emergency contracting, and emergency repairs.

ESF 4 FIRE FIGHTING

Park City Fire District (PCFD)

Manage and coordinate firefighting and emergency medical activity.

ESF 5 INFORMATION MANAGEMENT

Sustainability

Collect, process, and organize information about a potential or actual disaster or emergency. Disseminate accurate information to the public.

ESF 6 MASS CARE

Red Cross/FEMA/Recreation

Coordinate activities involved with emergency shelter, mass feeding, bulk distribution of relief supplies for victims of disaster, and disaster welfare information.

ESF 7 RESOURCE SUPPORT

Sustainability/Emergency Mgr

Provide logistical and resource support. This includes provision of emergency relief supplies, space, office equipment, office supplies, telecommunications, contracting services, transportation services, and personnel.

ESF 8 HEALTH & MEDICAL SERVICES

Summit County Health/PCFD

Provide assistance in identifying and meeting the health and medical needs of disaster victims and emergency responders.

ESF 9 URBAN SEARCH & RESCUE

Park City Fire District (PCFD)

Provide support in locating, extricating and treating victims if buildings are damaged or collapse.

ESF 10 HAZARDOUS MATERIALS**PCFD/Summit County Health**

Provide support in response to actual or potential discharge and/or release of hazardous materials.

ESF 11 FOOD & WATER**Recreation Departments**

Identify food and water needs. Identify sources of water; arrange for manpower and transportation to the disaster area and distribute as needed to responders and mass shelters.

ESF 12 UTILITIES**Public Works/Water/Utility Companies**

Assist in coordinating efforts to provide emergency power and fuel to support response operations as well as providing power and fuel to restore normal community functions.

ESF 13 LAW ENFORCEMENT**Police**

Provide sufficient resources to maintain civil order under emergency conditions.

ESF 14 LEGAL**City Attorney/Legal**

Review local legal authorities and state statutes relating to emergency activities and advise City decision makers.

ESF 15 FINANCE MANAGEMENT**Finance/Budget**

Create a central management committee to oversee the emergency purchasing and reimbursement process. Maintain a disaster documentation system.

ESF 16 FACILITIES**Building/Engineering/Building Maint/Planning**

Coordinate the inspection and use of City owned/operated facilities to support disaster response and recovery operations.

ESF 17 VOLUNTEERS & DONATIONS**Recreation Departments/Finance & Budget**

Coordinate the use of volunteers and donated goods in support of disaster recovery operations.

ESF 18 ANIMALS**Summit County Animal Services**

Provide for emergency evacuation, medical care, shelter food and water for domestic animals.

Departmental Roles and ResponsibilitiesGeneral Responsibilities**1. General Preparedness Responsibilities**

The following common responsibilities are assigned to each department listed in this plan. Further, each department shall create an internal emergency management organization and develop standard operating procedures (SOP) in accordance with the provisions of this plan. Preparation activities include:

- Establishing departmental and individual responsibilities (as indicated in this plan); identify emergency tasks.
- Working with other departments to enhance cooperation and coordination, and eliminate redundancy. Departments having shared responsibilities should work to complement each other.
- Establishing education and training programs so that each division and employee will know exactly where, when and how to respond.
- Developing site specific plans for department facilities as necessary.
- Ensuring that employee job descriptions reflect their emergency duties.
- Training staff and volunteer augmentees to perform emergency duties, tasks.

- Identifying, categorizing and inventorying all available departmental resources, including but not limited to fixed assets, personnel and contracts.
- Developing procedures for mobilizing and employing additional resources.
- Ensuring communication capabilities.
- Preparing to provide internal logistical support to department operations during the initial emergency response phase.
- Prepare Standard Operating Procedures (SOP) in support of ESF responsibilities.

2. General Response Responsibilities

The following common responsibilities are assigned to each department listed in this plan.

- Upon receipt of an alert or warning, initiate notification actions to alert employees and volunteer augmentees assigned response duties.
- As appropriate:
 - Suspend or curtail normal business activities
 - Recall essential off-duty employees
 - Send non-essential employees home
 - Evacuate departmental facilities
- As requested, augment the City's effort to warn the public through use of vehicles equipped with public address systems, sirens, radio, employees going from door to door, etc.
- Keep the Operations Commander informed of field activities, and maintain a communications link to the Incident Commander and/or EOC.
- Activate a control center to support and facilitate department response activities, maintain events log, and report information within the ICS or EOC.
- Report damages and status of critical facilities within the ICS or EOC.
- If appropriate or requested, send a representative to the EOC.
- Ensure staff members tasked to work with the EOC have the authority to commit resources and set policies.
- Coordinate with the EOC to establish protocols for interfacing with county, state, federal responders.
- Utilize only the Public Information Officer to release any information to the media.
- Submit reports to the EPM detailing departmental emergency expenditures and obligations.

Individual Responsibilities

1. Chief Administrative Officer/City Manager (Executive)

- a. Provides overall administration, direction and control of the emergency, damage assessment and response operation within Park City
- b. Is a member of the Emergency Management Group (EMG)
- c. Commands the EOC
- d. Coordinates with the Mayor and Emergency Policy Council
- e. Provide risk management reporting and city insurance program

f. Provide supplies, equipment, and personnel as requested

2. Emergency Program Manager (Executive)

- a. Assists the City Manager with the planning, management and control of emergency operations
- b. Makes the Emergency Operations Center available to Park City officials for conducting overall direction/coordination of response and recovery operations. Manages and coordinates the EOC and interdepartmental operations
- c. Maintains supplies and equipment for the Emergency Operations Center.
- d. Coordinates department provision of supplies, equipment, and personnel as requested
- e. Works with the PIO and volunteer agencies to inform citizens of the actions they should take for their protection
- f. Coordinates with other departments to ensure that special needs populations receive information regarding actions taken for them to protect their life and property
- g. Conducts after-action meetings and prepares after-action reports in conjunction with the Operations Commander and/or Incident Commander(s)
- h. Additional responsibilities prior to an emergency include:
 - 1) Updating the Comprehensive Emergency Management Plan, and providing updated copies of the CEMP
 - 2) Coordinating emergency management exercises involving the City and community
 - 3) Participate in community preparedness training in conjunction with the PIO
 - 4) Coordinates the Special Needs Registry and assists in Special Needs community planning

3. Mayor and City Council

- a. Monitors situations within their constituencies and coordinates information with City Manager or designee
- b. Mayor submits formal local Declarations of Emergency
- c. Meets formally as a City Council as necessary.
- d. Mayor or designee acts as official City spokesperson in concert with the PIO, as needed
- e. Provides emergency policy direction
- f. Issue emergency rules and proclamations that have the force of law during proclaimed emergency period
- g. Appropriate funds to meet disaster expenditure needs
- h. Extend or terminate Declarations of Emergency

4. Finance

- a. Perform functions in the EOC or on-scene as assigned
- b. Assist IC and/or EOC initial situation/damage reports as per field units observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Provide appraisers to assist with damage assessments
- e. Process emergency purchases/procurement
- f. Establish and maintain a system whereby incident costs are identified and accumulated

- for county, state and federal reimbursement
 - g. Ensure payroll system setup to pay employees and contractors
 - h. Coordinate financial resources
 - i. Maintains records of expenditures and use of resources.
 - j. In conjunction with Budget and EOC assistance manages any Donations Programs
 - k. Under the direction of the City Manager, helps with the resolution of claims and accounting for resources expended during the emergency.
5. City Attorney
- a. Provides legal advice to staff and Council
 - b. Becomes familiar with laws governing emergency powers and provides advice on all related issues
 - c. Reviews and approves as to form all emergency documents signed by the Mayor or designee
 - d. Perform functions in the EOC as needed or assigned
 - e. Act as a liaison between the Emergency Policy council and the Operations Commander
6. City Recorder (Executive)
- a. Provides safekeeping of vital records during the emergency
 - b. Co-signs all emergency documents signed by the Mayor or designee
 - c. Assists in logging and documenting all actions during the emergency
 - d. Provides administrative support to Operations Commander
7. Police
- a. Perform functions in the EOC or on-scene as assigned
 - b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
 - c. Provide supplies, equipment, and personnel as requested
 - d. Augment warning system by providing siren-equipped and/or public address mobile units, and/or manpower for door-to-door warning
 - e. Coordinate to lost persons, search and rescue, and coordination of heavy rescue operations in conjunction with PCFD and SCSD as needed
 - f. Maintain law and order and provide public safety activities as required
 - g. Provide security for key facilities
 - h. Protect property in evacuated area
 - i. Enforce orders of fire officers and implement/enforce evacuation orders, when necessary
 - j. Provide law enforcement and traffic control in support of emergency actions
 - k. Organizes auxiliary law enforcement personnel and commits available resources to maintain peace
 - l. Coordinate City radio communication capabilities
8. Budget and Grants
- a. Perform functions in the EOC or on-scene as assigned
 - b. Provide IC and/or EOC initial situation/damage reports as per field unit's observations and reports from the general public

- c. Provide supplies, equipment, and personnel as requested
- d. In conjunction with Finance and EOC assistance manages any Donations Programs
- e. Provides planning, logistic and financial support to operations

9. Sustainability/Community and Public Affairs

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit's observations and reports from the general public
- c. Provide logistical and resource support as requested, which may include, the provision of emergency relief supplies, space, office equipment, office supplies, telecommunications, contracting services, transportation services, and personnel
- d. Serves as the Public Information Officer (PIO)
- e. Under the direction of the City Manager, collects, organizes, prepares and distributes public information materials about a potential or actual disaster or emergency.
- f. Participates with the EPM in disseminating and training in citizen and business preparedness plans
- g. In conjunction with the Mayor acts as the designated contact for the news media and public
- h. Ensures that special needs populations receive information regarding actions taken for them to protect their life and property

10. Public Works

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist with initial infrastructure damage assessment of horizontal construction, i.e., roads, bridges, storm sewers, etc.
- e. Provide heavy equipment to support rescue operations
- f. Provide technical information on damaged structures
- g. Provide traffic control signs and barricades
- h. Assist with the identification of evacuation routes and keep evacuation routes clear of stalled vehicles
- i. Coordinate the disposal of solid waste from congregate care facilities (shelter/mass feeding)
- j. Coordinate emergency utility support requirements with public and private utilities
- k. Operate fleet repair facility
- l. Provide for availability of motor fuels, vehicles and fuel driven equipment
- m. Provide for storage of equipment and vehicles in a safe place
- n. Provide comprehensive list of City vehicles and equipment to IC or EOC
- o. Provides for the removal of debris and maintenance of roadways
- p. Obtains additional equipment and transportation resources
- q. Establishes contracts for outside services in compliance with FEMA schedules
- r. Coordinate transportation requirements for special needs agencies/individuals
- s. Provide buses for evacuations and temporary shelters
- t. Provide additional bus transportation resources

- u. Coordinate mobilization of emergency transportation services
- v. Use transportation communication links to provide damage assessment information
- w. Insures that transportation assets meet the demands of emergency response personnel
- x. Maintains a resource list of all Park City fleet equipment and provides the EOC with updates of disaster damage to fleet
- y. Maintains fuel resources, controls and rations fuel as needed

11. Information Technology

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Maintain all communication and data systems
- e. Protect archives and necessary documents
- f. Provide supplies, equipment, and personnel as requested

12. Building/Fire Marshal/Engineering

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- e. Direct building inspectors and/or rapid assessment teams to assist with damage assessment and safety of City facilities
- f. Provide Fire Marshal services

13. Planning

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist in initial planning and ongoing planning during an emergency
- e. Organize staff to support damage assessment teams and participate in City wide damage assessment and recovery with the Building Dept
- e. Provide documents and maps to assist in response and recovery
- f. Support building and engineering in their emergency functions.

14. Human Resources

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Establish an employee call back system
- e. Establish a system to check on employee's families and communicate that information
- f. Assist with employee needs at work and with their families
- g. Track man power requests and needs and assist with obtaining outside staffing

15. Recreation [for the purpose of this document, “Recreation” refers to the Ice, Golf, Library and PC MARC departments working jointly]
- a. Perform functions in the EOC or on-scene as assigned
 - b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
 - c. Provide supplies, equipment, and personnel as requested
 - d. Assist with the assessment of human needs during and after a disaster
 - e. Obtain and supply food and water to city and emergency staff
 - f. Coordinate with the Red Cross, and other agencies as necessary to provide emergency programs for basic human needs to include reception centers, shelters, mass feeding at City designated shelters
 - g. Provide assistance in the registration of people at congregate care facilities (shelter/mass feeding)
 - h. Work in close concert with Red Cross and others in activation and operation of short term, and longer-term shelters/disaster centers
 - i. With assistance from the EOC manages and Volunteer Programs
 - j. Provide facilities for emergency shelter, food, and water distribution points, child care facilities as needed
 - k. Provide receiving and distribution sites
 - l. Assist with the delivery of goods

CHAPTER 5 – Damage Assessment and Recovery

Damage Assessment and Analysis Information

1. Accurate damage assessment information must be obtained by Park City at the earliest possible time in order to:
 - a. Evaluate the impact on the population and socioeconomic system of Park City and its ability to respond and recover.
 - b. Assist the Governor with determining local and state level of contribution to the recovery effort.
 - c. Allow the State Coordination Officer and the Federal Emergency Management Agency Regional Director to determine the kinds and quantities of disaster assistance to be provided by the state and federal government, if appropriate.
 - d. Document the need for supplementary federal assistance under a Presidential ‘Emergency’ or ‘Major Disaster’ Declaration.
 - e. Notify insurers of damaged/destroyed property.

Damage Assessment and Reporting

1. Initial Damage Assessment. The nature and magnitude of a disaster will determine how quickly a complete Initial Damage Assessment can be conducted. Widespread debris, washed out bridges, inundated roads, and unsafe buildings are a few of the problems that can delay the assessment. Immediately after the occurrence of a disaster, it is important to get a preliminary assessment of the extent and magnitude of the damage. The Planning Department

will assist in this function.

2. Damage Assessment Forms. During the response and recovery phases of a disaster, it is vital that the State Coordinating Officer and the Governor have accurate damage, cost and socioeconomic impact information available in summary form. This will determine how best to supplement the action taken by Park City and whether federal assistance is required. See Appendix O.

3. City Manager. It is the responsibility of the City Manager or his/her designee to coordinate with City and County elected officials to determine a systematic, unified course of action. The following items should be covered:

- Outline the extent (geographic area) and magnitude (severity) of the damage.
- Assess the socioeconomic impact on the City.
- Discuss the need for requesting outside assistance, the nature of such assistance and implications of accepting aid.
- Specify the geographic areas and damage categories, which need to be examined in greater detail.

4. Department Managers. It is the responsibility of department directors to oversee the gathering of damage assessment information in accordance with the assigned departmental duties. To assure accurate and efficient collection of data, department heads must take the following actions:

- Designate assessment teams of two or three people with specific areas of expertise.
- Assign the team to a specific geographic area or category of damage.
- Brief team members to ensure uniformity and understanding of damage categories, community impact, costs, reporting, procedures, etc.
- Identify damage sites by map location and street address. Roads and bridges should be listed by pre-assigned Utah State Department of Transportation numbers. Maps and photo identifications of damage sites will aid in conducting future surveys and on-site assessments.
- Provide each team with supplies to effectively perform the assessments (maps, cameras, list of property owners and locations). Have teams take photographs of damage sites and attach brief descriptions detailing vital information and describing the damage.
- Establish a deadline for gathering information so it can be summarized and presented to the governing body.
- Gather and maintain supporting documentation (invoices, contracts, expenditure records) for costs incurred in emergency response and mitigation work. Copies of emergency expenditure records should be maintained and attached to each damage site file.

Incident Reporting

1. Description and Purpose. Situation Reports should be made to continually update disaster status information. The information provided in the initial and subsequent Situation Reports should outline a sequential record of actions taken from the point of first response

through restoration activities. The degree of detail will vary with the type and severity of the events.

2. Content and Format. Situation Reports contain specific data and answer the following basic questions:

- a. Location and nature of damage.
- b. Description of the categories and degree of damage.
- c. Socioeconomic impact on the community.
- d. Response actions being taken by local government.
- e. Form of supplemental state and federal assistance requested.
- f. Public assistance and individual assistance for the community.

Reports and Record Keeping

1. A number of prescribed documents, reports and records must be executed and maintained during disaster operations. These ensure prompt and coordinated state and federal disaster response and maximize financial assistance.

2. Once an emergency is declared an ‘**Emergency**’ or ‘**Major Disaster**’ by the President of the United States, the federal disaster assistance programs may be made available to the state and its designated political subdivision. The Federal Emergency Management Agency is responsible for coordinating and administering all federal disaster relief programs through the Region VIII office. Subsequent to a presidential declaration, the Federal Coordinating Officer will establish a field office in the disaster area to administer disaster relief programs according to Public Law 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance, and the Code of Federal Regulations, Title 44, Part 206.

3. An accurate record system maintained separately from normal day-to-day operations should be established immediately at the onset of the emergency. All recipients of state and federal monies must maintain adequate disbursement and accounting records of costs incurred for approved disaster work.

4. One of the main responsibilities of Park City officials involved in disaster operations will be the preparation and maintenance of all required documents, reports and records. The Governor’s Authorized Representative is responsible for the execution of all necessary documents on behalf of the State of Utah for state and federal disaster assistance including certifying any applications for public assistance. In addition, the Governor’s Authorized Representative will provide guidance and assistance to Park City officials involved in the preparation and maintenance of their required reports and records.

5. All contracts must follow the **Procurement Guidance as found in Title 44 of the Code of Federal Regulations Part 13.36.**

END



Resolution No. 12-2016

**A RESOLUTION ADOPTING THE REVISED PERSONNEL POLICIES
AND PROCEDURES MANUAL, DATED JULY 1, 2016 FOR
PARK CITY MUNICIPAL CORPORATION**

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

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

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

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

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

SECTION 1. ADOPTION. The Personnel Policies and Procedures Manual, dated July 1, 2016 attached hereto, is hereby adopted and the 2015 version is hereby repealed including any temporary amendments thereto adopted by the City Manager

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect on July 1, 2016.

PASSED AND ADOPTED THIS 2nd day of June, 2016.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

July 01, 2015

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

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

Section One (1)

GENERAL PROVISIONS

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

1.1 Interpretation

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

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

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

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

1.2 Applicability

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

1.3 Violations

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

1.4 Maintenance

This manual shall be maintained and updated by the Human Resources Manager as directed by the City Manager. The Legal Department and a City Manager appointed Policies and Procedures (P&P) Task Force shall review this manual annually. The official copy of the Personnel Policies and Procedures shall be kept in the Human Resources department and is available on the employee portal ep.parkcity.org. Supervisors/managers having any questions on whether or not a policy is current should check with Human Resources for clarification. Employees who have suggested changes to this manual are encouraged to provide that information in writing to Human Resources and/or their manager for review.

1.5 Departmental Rules

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

1.6 Notice of Federal Employment Laws

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

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

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

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

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

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

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

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

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

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

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

Section Two (2) **EMPLOYMENT**

2.1 Equal Employment Opportunity

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

2.2 Appointments

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

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

a. Probationary Appointment

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

A manager may recommend an employee be changed from probationary status to regular status in less than six months for non-Public Safety employees and in less than twelve months in the case of Public Safety employees for exemplary performance. The Department Manager must forward written justification along with the Personnel Action Form (PAF) to the Human Resources Department for review and submission to the City Manager for final approval. Only under specially approved circumstances will an employee be allowed to serve a probationary period of

less than three months. The probationary period may be extended beyond the initial six or twelve month period for up to six additional months if the employee's performance has been marginal or if there are any other performance, attitude, ethics and/or code of conduct issues which warrant extending the probationary period. A written performance evaluation must accompany any probationary period extension and an additional written evaluation will be required at the end of the extended period. A manager may award a pay increase as part of the evaluation based on performance, but probationary employees are not eligible for a lump merit increase for the time they are on probation.

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

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

b. Full-Time Regular Appointment

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

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

c. Promotional Probation Appointment

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

d. Acting Appointment

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

e. Part-Time Appointment

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

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

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

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

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

f. Seasonal Appointment

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

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

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

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

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

g. Special Employment Agreement

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

h. Volunteers

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

i. Community Service

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

j. Student Intern

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

2.3 Rehire Policy

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

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

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

The written request must show supportable evidence of the following:

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

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

2.4 “Fitness for Duty” Medical Examinations

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

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

2.5 Pre-Employment Drug Testing

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

2.6 Federally Required Drug Testing

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

2.7 Hiring Relatives & Dating

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

current employee. The City also reserves the right not to promote or transfer an employee who is or may become related to a current employee.

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

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

2.8 Child Labor Underage Workers

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

14-15 year-old restrictions:

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

16-17 year-old restrictions:

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

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

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

Section Three (3)

CHANGE IN EMPLOYMENT STATUS

3.1 Transfer

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

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

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

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

3.2 Promotions

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

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

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

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

3.3 Transfers for Disciplinary Reasons (Demotion)

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

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

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

3.4 Department Reorganization

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

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

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

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

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

3.5 Resignation & Discharge

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

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

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

3.6 Reduction in Force

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

3.7 Final Paycheck

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

3.8 Separation Agreement

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

Section Four (4)

Employee Pay and Work Practices

4.1 Classification & Pay: Plan and Administration

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

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

4.2 Employee Pay

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

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

4.3 Work Week & Pay Periods

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

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

4.4 Break Time and Lunch Period

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

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

4.5 Time Keeping

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

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

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

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

Falsification of time clock entries no matter what method used, or allowing any employee to punch in or out for another employee is prohibited and can result in immediate and severe disciplinary action, up to and including termination. Should any discrepancy occur in a time clock entry, employees should contact

their supervisor immediately. Any team member or supervisor who signs another employee's timesheet is accountable for the verification and accuracy of the time declared.

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

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

4.6 Overtime

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

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

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

Any non-exempt employee must obtain his/her supervisor's approval to conduct City-business while off-duty. This includes but is not limited to answering or sending phone calls and emails for City-business while off-the-clock.

4.7 Garnishments & Wage Attachments

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

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

4.8 Payroll Deductions

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

4.9 Flex Schedules

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

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

4.10 Telecommuting

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

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

4.11 Absences & Tardiness

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

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

Employees who know they will be absent on three or more consecutive work days are required to notify their supervisor in advance of their absence. Employees who are absent on consecutive work days as a result of day-to-day illnesses are required to notify their supervisor each day. Employees who take sick leave for three or more consecutive shifts are required to provide their supervisor or department manager with a doctor’s note from a certified medical provider upon return to duty verifying their ability to return to

work full duty. Supervisors should forward all doctors notes to Human Resources. Absences occurring around regularly scheduled days off are considered consecutive. For example, Thursday, Friday, Monday absences are considered three consecutive work days for those working a typical work week.

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

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

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

4.12 Salary Increase and Performance Evaluations

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

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

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

b. Merit Increase to Employee Pay

All employees meeting expectations with no performance issues raised in the most recent evaluation will be eligible for an increase. Merit increases in pay must be effective concurrent with the annual performance review process effective January 1 of each year. If an employee's salary is above the Top of Range rate for his/her position classification because the position was redlined due to employee transfer, etc. regardless of the reason, any increase will be calculated and treated as though the employee was at Top of Range.

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

c. Performance Reviews

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

Realistic rating of each employee's performance should be conducted, and result in appropriate recognition of differences in individual performance. Eligibility for salary increases within a specific job is based upon how well an employee performs during any given review period. It is

therefore essential that performance be formally reviewed and proper documentation is submitted to the Human Resources Department.

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

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

d. Full-Time Regular Employee Reviews

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

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

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

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

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

e. Pay upon Promotion

When a full-time regular status employee is promoted to a higher position classification, the employee shall be eligible for an increase in pay within the pay range of the higher position classification. The percentage of the increase shall be recommended by the Department Manager and submitted to the Human Resources Manager for review. Following review, the Human Resources Manager shall submit the recommendation to the City Manager for final approval.

Only on special approval by the City Manager will an employee be allowed to immediately move to the working level of the pay range in which they are being promoted.

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

4.13 Bonuses

a. Purpose

The bonus program is designed to provide recognition for a specific incident that goes above and beyond an employee's normal job duties, as well as recognition for safety, accident record, and/or other on-the-job accomplishments and contributions. Gifts and gift cards purchased with City funds and given to employees are considered bonuses, and must be categorized and approved per the processes below.

b. Bonus Categories

1. Instant Bonus

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

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

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

3. Merit Bonus

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

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

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

5. Part-time Employee Performance Bonus

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

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

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

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

7. Perfect Attendance Bonus

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

c. Documentation and Procedure

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

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

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

4.14 Release Time

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

4.15 On-Call Pay

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

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

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

4.16 Sick Leave & Sick Leave FMLA

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

When an employee is absent due to illness, doctor's appointment, or dental appointment, the time will be recorded as Sick Leave on time sheets. Employees taking three or more consecutive work days as leave will be required to provide documentation of illness or medical necessity from a physician upon return to work to their supervisor, team or the Human Resources department. Supervisors or teams receiving sick leave notes from employees should forward them to the Human Resources department immediately. It is the responsibility of the supervisor or team to monitor the amount of sick time being used and deal with

abusers through the formal disciplinary procedures as provided in Section 5.14 Disciplinary Procedures. Employees with consistent patterns of sick leave, whether on paid or unpaid leave status, may be subject to disciplinary action up to and including termination. Consistent patterns of illness may include Monday and Friday absences, or consistent sick leave taken in any month or over a period of several months. This applies to both non-exempt and exempt status employees.

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

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

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

4.17 Sick Leave Family & Sick Leave Family FMLA

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

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

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

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

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

4.18 Parental Leave

a. Maternity Leave

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

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

Paternal Leave up to 80 hours with pay will be granted to a father or domestic partner to provide care and assistance for the birth or adoption of a child and/or his/her mother. Once paternal leave hours are exhausted, additional unpaid hours may be granted under the Family Medical Leave Act (FMLA). Paid Paternity Leave hours will be counted towards the 12 weeks of leave allowed by the Family Medical Leave Act. See **Section 4.19** Family Medical Leave. Once paternal leave hours are exhausted, Paternal Leave is not considered Family Illness unless specifically designated as such by a physician. Only full-time regular employees are eligible for Paternal Leave. Paternal Leave is part of the City's core benefits package.

c. Coordination with Family Medical Leave Policy

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

4.19 Family Medical Leave

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

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

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

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

- the birth and care of a newborn child of the employee,

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

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

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

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

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

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

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

The definitions and rules set forth in the Family and Medical Leave Act of 1993 and the Department of Labor Rules and Regulations are used to determine if an employee qualifies for leave under this policy. Employees who request leave for their own serious health condition or for the serious health condition of a family member are required to provide the City with a complete U.S. Department of Labor Form WH-380 Certification of Health Care Provider. This form can be found in the HR section of the Employee Portal under *Employee Leave* and also in the Human Resources Department.

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

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

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

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

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

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

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

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

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

4.20 Return to Work from Medical Leave

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

Employees absent for three or more consecutive work days or regularly scheduled shifts will be required to provide documentation of illness or medical necessity from a physician upon return to work to their supervisor, team or the Human Resources department for any of the following types of leave: sick leave, sick leave FMLA, family sick leave, family sick leave FMLA, worker's compensation leave, short-term disability and long-term disability. For an employee regularly scheduled to work Monday-Friday, the weekend is not excluded from consecutive absences. For example, a doctor's note is required for absences Friday, Monday Tuesday or Thursday, Friday, Monday.

4.21 Light Duty

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

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

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

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

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

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

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

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

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

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

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

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

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

- The supervisor will evaluate the possibility of modifying the employee's current position to accommodate the physical restrictions.

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

4.22 Disability Accommodations

Equal Employment Opportunity Employer - The City is committed to providing Equal Employment Opportunity for all employees and job applicants. As part of that commitment, the City seeks to implement all applicable provisions of the Americans with Disabilities Act (the "ADA"), as amended, and related state law. It is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. Ability, not disability, is the basis for employment decisions. It is the City's policy to provide reasonable accommodation to qualified individuals with a disability. A qualified individual with a disability shall not include any employee or applicant who is currently engaging in the illegal use of drugs, when the City acts on the basis of such use.

a. Requesting an Accommodation

The accommodation request process is interactive. It requires cooperation and communication between both the individual requesting accommodation and the City. Qualified employees or applicants with disabilities may request a reasonable accommodation. The need for an accommodation may be brought to the attention of the City in any of the following situations:

- A job applicant may request an accommodation with respect to the job application process;
- A new employee may request an accommodation to perform the essential functions of the job;
- An employee returning to work after experiencing an illness or injury may request an accommodation;
- A current employee with a disability whose medical condition has changed may request an accommodation for the first time or a change in accommodation; or
- Any employee with a disability may request an accommodation at any time.

An employee is not required to disclose the diagnosis of his/her condition or the details of his/her medical treatment when requesting an accommodation when both the disability and the need for reasonable accommodation are obvious. However, the employee must notify the City of a need for accommodation for a reason related to a medical condition.

Medical documentation may be required in order to evaluate and process an accommodation request when the disability and/or the need for accommodation are not obvious. If such information is needed, employees are encouraged to use the Medical Information Request Form, found on the employee portal under the tab "Forms" and also available in the HR Department.

Qualified employees or applicants with disabilities may request an accommodation by filling out a Reasonable Accommodation Request Form and returning it to the HR Manager. This form is

found on the employee portal under the tab "Forms" or may be obtained from the HR office. Employees may also request an accommodation by notifying any of the following responsible persons of a need for accommodation:

- City Manager
- Assistant City Manager
- HR Manager
- Department Manager/Director
- Immediate Supervisor/Manager

Employees who suffer from a mental or physical impairment that interferes with their ability to perform their job are encouraged to submit a Reasonable Accommodation Request Form or discuss their situation with any of the responsible persons identified above.

The interactive process should be documented with the ADA Interactive Process Worksheet found on the employee portal under the tab "Forms" and also available in the HR Department.

b. Supervisor Responsibilities

If a supervisor is approached by any employee about an accommodation or health problem, the supervisor may not ask the employee for personal medical information. Instead, the supervisor should immediately contact the Human Resources Manager, even if the employee does not make a specific accommodation request. Should the employee choose to disclose personal medical information to a supervisor (which the supervisor should discourage), the supervisor should advise the employee that disclosure is not necessary, that such information will be kept confidential, and that such information will be discussed only with the Human Resources Manager and other necessary persons. Supervisors are required to keep the employee's request confidential and to help ensure the accommodation's work-related effectiveness.

TO ENSURE THAT REQUESTS FOR ACCOMMODATION ARE HANDLED APPROPRIATELY, SUPERVISORS/MANAGERS SHOULD NOT ENGAGE IN THE INTERACTIVE PROCESS OR OTHERWISE DISCUSS THE MEDICAL CONDITION WITH AN EMPLOYEE BUT MUST IMMEDIATELY CONTACT THE HUMAN RESOURCES MANAGER.

Supervisors are expected to support reasonable accommodations once approved. If a Supervisor has any concerns about the impact of a medical condition and/or any reasonable accommodation on an employee's job performance or impacts to the department and/or City, the Supervisor should contact Human Resources. The Supervisor should not raise any concerns with the specific employee or employees generally.

c. Response to Accommodation Request

The City will respond to a disability accommodation request as quickly as possible. When an accommodation request is received by the HR Manager he/she will engage in an interactive process with the employee to clarify his/her needs and to determine whether and what reasonable accommodation is appropriate under the circumstances. The HR Manager will analyze the following factors in determining the reasonableness of the accommodation requested by an employee:

1. Is the employee otherwise qualified to perform the essential job functions?
2. Will the accommodation accomplish the desired result, i.e., allowing the individual to effectively perform the essential functions of the job?
3. Will the accommodation create an undue hardship?

4. Does the accommodation raise any safety concerns?

Essential job functions are those that an employee must be able to perform, with or without accommodation. They cannot be removed from the position without changing its nature. Job duties which are not essential may be modified, eliminated, replaced, or restricted as part of the accommodation process.

The HR Manager is responsible for evaluating the considerations listed above and approving or not approving all requests for accommodation. The HR Manager may perform this evaluation in conjunction with other necessary persons. If an employee is not satisfied with the response to an accommodation request they are encouraged to promptly discuss their concerns with the Human Resources Manager or any other responsible person identified in Section (a) above. See section 6.5 American with Disability Act Complaints.

Nothing in this policy is intended to create any contractual rights and does not create any obligations beyond those required by federal or state law.

4.232 Holiday Pay & Premium Pay

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

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

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

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

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

Most eligible employees will have the day off and receive 8 hours of holiday pay. Holiday pay hours are not considered productive time and therefore are not 4 etc., who are required to work on holidays. Employees who are required to work on a holiday will receive holiday and premium pay according to the following policy:

1. If a full-time regular employee is paid for either the working day before or after a holiday, he/she will be paid for the holiday except when the first day of employment is the day after a holiday.
2. Part-time and/or seasonal employees are not eligible for Holiday pay.
3. Special Events Police officers who work voluntarily, and are not required to work holidays, are exempted from premium pay and will receive a rate equal to their hourly wage only.
5. Full-time regular employees who work regularly scheduled shifts of 10 hours or greater are eligible for 10 hours of holiday pay. Those employees working less than a regularly scheduled 10 hour shift will be paid for 8 hours of holiday pay.
6. Exempt full-time regular employees who are required to work on a City-recognized holiday may, at the City Manager's or department manager's discretion, be given but are not entitled to administrative leave at another time for working the recognized holiday. Holiday and Premium Pay are only paid on those holidays recognized by the City and approved by the City Manager.

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

4.234 Vacation Pay

Only full-time regular employees are granted vacation pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[4.245 Other Paid/Unpaid Leave](#)

- a. Personal Leave: Written requests for personal leaves of absence will be received and reviewed by the City Manager. The employee's length of service, past performance record

and reason for the requested absence will be taken into account, as well as the disruption the employee's absence will cause in his/her department. A personal leave must be approved by the City Manager. Personal leaves of absence are without pay and benefits unless specifically pre-approved by the City Manager.

- b. **Military Leave:** The City will adhere to any federal requirements governing military service, military personnel and/or military families. Should the employee be inducted or ordered to active duty in the armed forces of the United States, the employee will retain seniority and, upon return to work, the City will try to reinstate him/her in a job comparable in pay and classification to that held during the prior employment. Declaration for re-employment must be made within the time specified by law. Military leave is also granted to those employees with Reserve or National Guard obligations with partial pay, limited to 10 working days per year.
- c. **Jury Duty:** Employees who are required to serve as a juror or witness will be granted Jury Duty leave. Full-time regular employees who receive payment for appearing in court, either as a jury member or a subpoenaed witness, should endorse these payments to the City who will in turn pay the employee the full amount of his/her paycheck. An employee serving as a juror witness will be expected to work as much of his/her regularly scheduled shift as his/her jury duty schedule permits, to the extent that combined time on court duty and work does not exceed the number of scheduled work hours for that day.
- d. **Bereavement Leave:** Bereavement Leave will be granted for a maximum of five days or up to 40 hours with pay in the event of the death in an employee's immediate family. In the event of non-immediate family, a maximum of one day with pay may be granted at the discretion of the Department Manager. Immediate family is defined as spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step parents, step children, domestic partner, and a person who is legally acting in one of the above capacities.
- e. **Administrative Leave:** Exempt employees shall work the hours and time required to perform the duties of their positions and shall be entitled to neither compensatory time nor overtime pay. However, in recognition for extra-ordinary hours worked, the City Manager may, in his or her sole discretion, approve paid Administrative Leave for exempt employees. Administrative Leave must be approved in advance and be reflected on the employee's time sheet anytime it is used. Any employee may be placed on paid or unpaid administrative leave as authorized by the City Manager.

4.256 Employee Benefits

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

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

4.267 Wellness Benefit

The City offers privileges at City recreational facilities such as the PC MARC, Golf Course and the Ice Arena to city employees. All active part time, full time, seasonal and intern status employees are eligible to request Wellness benefits. Certain individuals under special employment agreements may also be eligible depending on their employment agreement. Benefits may also be requested for spouses,

domestic partners and dependents.

a. Administration

The individual recreation facility (PC MARC, Ice, Golf) will handle enrollment, tracking and reporting of participants. Interested employees must complete the applicable Wellness agreements and/or forms in the facility offering the program. HR will regularly inform the participating recreational facilities of active employees so they may enroll the employee according to their specific procedures. HR will also regularly inform the participating recreation facilities of terminated employees so they may cancel any passes according to their specific procedures.

Benefits can only be used while employed by Park City Municipal Corporation.

All completed Employee Benefit Forms and receipts should be scanned and emailed to the Accounting Manager in the Finance Department if taxation of the benefit applies. Each facility monitors and tracks the discounts given. Benefits offered are subject to change and/or cancellation at any time without notice. Current offerings are available at each corresponding facility.

b. Duration

Certain privileges such as punch cards, pass, classes and memberships have varied expiration dates.

c. Taxation Consideration for Participants

Benefit use by employees, their spouse and/or dependents which does not create an additional cost to the facility or at a 20% discount or less are a tax free benefit. Due to IRS regulations the employee will need to pay payroll and incomes taxes on the value of domestic partner's benefits.

Any discounted cost of a recreation program above 20% will be subject to income and payroll taxes.

d. Seasonal Employees

Upon approval by the HR Department and employee's Department Manager, a seasonal staff may receive a recreation benefit voucher as an end of season bonus. This must be submitted in the same format required of any end of season bonus. This benefit would be a taxable fringe benefit and must be shown on or prior to their final paycheck.

e. Limitations

Employees and their spouses/domestic partners/dependents receiving any of the benefits listed above may be subject to blackout dates and restrictions in any and all programs and recreational facilities. Employees and their family members are expected to defer to the paying customer during heavy use times see recreation department policies for details.

Per the discretion of the Recreation, Ice & Golf Department Manager and approved by the HR Manager and City Manager, Wellness benefits are subject to change at any time without notice.

The Wellness benefit is not part of the City's core benefit package.

Section Five (5)

CITY RULES

5.1 Applicant & Personnel Files

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

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

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

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

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

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

5.2 Privacy of Personnel File and Other Employee Information

The Human Resources Department will regard employee information as confidential and will respect the need for protecting each employee's privacy by established guidelines for the proper receipt, possession, use, retention, and transmittal of personal information used by the City to make appropriate judgments regarding prospective employees, current employees, and retirees. To this end, the City will collect and

retain only such personal information pertinent to conduct City business and to administer personnel programs. Upon request, employees will be permitted to access their personal records. Employee files are archived or destroyed in accordance with the City's approved retention policy and State law.

5.3 Personal Property

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

5.4 Safety

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

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

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

5.5 Use of City Vehicles

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

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

City employees may use City vehicles for transportation needs when available and appropriate while performing City business. If a City car is not available, or if circumstances are such that it is not practical to use a City vehicle, the Department Manager may approve the use of a personal vehicle thereby authorizing reimbursement to the individual for such use. A personal vehicle used by an employee for

City business and eligible for mileage reimbursement must be properly licensed, registered and insured. Reimbursement shall be at the current IRS mileage reimbursement rate. Individuals who are called in to work during off hours may be reimbursed for miles driven to and from work in their personal vehicle.

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

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

5.6 Cellular Phones & Mobile Devices

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

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

For non-exempt employees use of City-owned wireless devices and smart phones for city business while not working (off the clock) is prohibited. Such use is considered compensable time and must be pre-approved by the employee’s supervisor and reported to payroll on the employee’s time card. Any phone calls or emails made to the employee or by the employee for City business must be pre-approved by the employee’s supervisor commensurate with Over Time policy **Section 4.6** or otherwise approved in accordance with other computation of time rules/flexible schedules in Section 4.

City Phones are required to have a protective case and a screen protector (tempered glass is preferred) that are appropriate for the anticipated use. Phones with shatterproof glass screens are exempt from the screen protector requirement. Phones are expected to last a minimum of two years unless there is a justifiable need to replace it earlier. Phones that are at the end of their life must be turned into the IT Department, where they will be properly recycled.

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

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

MMS, SMS, TXT: Multimedia Messaging Service (MMS), Simple Messaging Service (SMS), Text Messaging (TXT) and chat are discouraged for use in conducting substantive business. Text and related messages should be short and considered similar to a phone conversation with the realization that the storage of the messaging may be limited by outside parties. Messages shall be kept for a minimum of 24 hours. Users may delete text and related conversations older than 24 hours from mobile or computer

devices when administrated need (if any) ends. Users are encouraged to start new text or related messages rather than add messaging to the back end of a long string of messages in one text conversation.

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

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

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

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

EXCEPTIONS:

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

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

Any employee who is found guilty of careless driving while on City time and/or while driving a city vehicle: 1) will receive a safety violation that will be reflected in the employee’s next performance evaluation and personnel file; 2) any city issued device may be removed from his/her possession; and 3) there may be revocation of his/her City business driving privilege. Utah law defines careless driving as committing a

moving violation (other than speeding) while distracted by use of a handheld cell phone or other activities not related to driving. Repeated violations may result in the revocation of use of such equipment and/or City driving privileges, and progressive discipline up to and including termination.

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

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

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

5.7 Personal Conduct & Hygiene

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

5.8 Rules of Conduct

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

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

- Refusal to support department and/or City goals and programs.
- Sleeping on the job.
- Neglect of duty.
- Disrespectful behavior and/or poor attitude.
- Failure or willful refusal to perform work as directed and/or insubordination.
- Lack of cooperation with or impeding a department, City or Police investigation.

- Negligence in observing or reporting fire prevention issues (including smoking in designated areas only), safety regulations or any condition that may cause harm to employees or the general public.
- Improper notification of sick leave to Manager; not providing notice of known upcoming sick leave of three or more days or not providing doctor's note after three or more days of consecutive days of day-to-day sick leave (see **Section 4.16 Sick Leave**); habitual tardiness or absenteeism.
- Unwillingness or inability to work in harmony with others. Behavior which shows clear lack of courtesy, and/or creates irritation or friction with others.
- Soliciting or distributing non-related City products and/or programs via e-mail and/or in person.
- Deliberate omission, alteration or falsification of information on employment applications, time records, medical reports, expense records, absentee reports, work related injury reports, unemployment reports, or other City records.
- Reporting to work under the influence of alcohol, illegal drugs, or narcotics; using, selling, or dispensing illegal drugs or narcotics on City premises; reporting to work under the influence of over-the-counter (OTC) drugs that may adversely affect performance or safety of the employee or others.
- Failure to reasonably comply with City policies governing City communications systems.
- Breach of confidentiality.
- Lack of proper hygiene, clothing inappropriate for the workplace. Failure to maintain uniforms to department standards.
- Engaging in or threatening acts of workplace violence, including but not limited to:
 1. Possessing firearms or other weapons on City property with the exception of Peace Officers and Law Enforcement Officials as defined by [Utah Code Section 76-10-523](#) and as authorized by [Utah Code Section 53-5-704](#).
 2. Fighting or assaulting a co-worker, guest, visitor, or customer
 3. Threatening or intimidating a co-worker, guest, visitor or customer
- Engaging in any form of harassment.
- Stealing, destroying, defacing, or misusing City property or another employee's, customer's, or guest's property.
- Misusing City communications systems including electronic mail, computers, Internet access, and telephones.
- Refusing to follow instructions concerning a job-related matter or insubordination.
- Failing to wear assigned safety equipment or failing to abide by safety rules or policies.
- Smoking where prohibited by **Section 5.20**, local and/or Utah State law.

- Using profanity or abusive language or actions.
- Gambling on City property.

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

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

- Treating customers, visitors, the public and co-workers in a courteous and respectful manner.
- Refraining from behavior or conduct that is offensive or undesirable, or which is contrary to the City's best interests or core values.
- Reporting to management any suspicious, unethical or illegal conduct by co-workers, customers, suppliers or vendors.
- Reporting to management any threatening or potentially violent behavior by coworkers, customers or suppliers.
- Cooperating with a department, City or Police investigation.
- Complying with all City safety and security regulations.
- Wearing clothing appropriate for the work being performed.
- Performing assigned tasks efficiently and according to established quality standards.
- Reporting to work punctually and as scheduled.
- Giving proper advance notice when unable to work or report on time according to **Section 4.10** Absences and Tardiness or specific department policies.
- Smoking only at times and in places not prohibited by **Section 5.20**, and local or Utah State law.

5.9 Harassment

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

The City bases its harassment policy on Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I and Title V of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the Rehabilitation Act of 1973 and the Civil Rights Act of 1991. It also bases its policy on the Equal Employment Opportunity Commission's (EEOC) definition of

sexual harassment, which is: “Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly a term or condition of an individual's employment; (2) submission to or rejection of such by an individual is used as the basis for employment or decisions affecting such individual; or (3) such conduct has the purpose or effect or unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.”

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

- a. Degrading words to describe an individual; threats; offensive comments; derogatory remarks; innuendos or taunts; off-color language or jokes; and sexually suggestive objects, books, magazines, photographs, cartoons, or pictures.
- b. Display, storage and/or transmitting of offensive, pornographic, racist or offensive language, signs, or images from any personal cell phone, PDA, computer or radio while on duty.
- c. Any verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- d. Sexual harassment, including sexual harassment of men by women, and same sex sexual harassment.
- e. Engaging in indecent exposure.
- f. Unwelcome sexual advances.
- g. Requests for sexual favors, whether or not accompanied by promises or threats with regard to the employment relationship.
- h. Other verbal or physical conduct of a sexual nature made to an employee that may threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of the sexual advances will in any way influence any personal decision regarding that person's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.
- i. Other harassing conduct committed in the workplace by supervisors or non-supervisory personnel, whether physical or verbal.

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

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

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

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

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

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

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

5.10 Retribution and/or Retaliation

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

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

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

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

5.11 Use of Drugs and Alcohol

a. Objectives

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

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

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

b. Definitions

The following definitions apply:

1. Alcohol - ethyl alcohol or ethanol.
2. Illegal Drugs - any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other drug compendia, or supplement to any of those compendia or substances declared illegal under applicable state statutes (such as "spice," "bath salts," and similar natural or synthetic drugs). The term Illegal Drugs does not include a drug taken in accordance with a valid prescription if taken as prescribed or other use authorized by law.
3. Positive Test Results - the results of a test for Alcohol or drugs that shows the presence of detectable levels of Alcohol (detectable defined as blood alcohol level of .04 or above) or Illegal Drugs in your system (including without limitation blood and urine.)
4. Under the influence - (a) to be unable to perform work in a safe or productive manner, OR (b) to have impaired judgment, OR (c) to be a potential threat to personal safety or welfare or that of other employees or the general public, OR (d) to be impaired in physical or mental functioning in any respect resulting from the use of Alcohol or Illegal Drugs, OR (e) to receive a Positive Test Result indicating the presence of detectable levels of Alcohol or Illegal Drugs in your system.
5. Park City Municipal Corporation Premises - (a) all property, offices, facilities, manufacturing plants, land, buildings, structures, and installations used by the City in the course and scope of his/her employment; (b) automobiles, trucks, and all other vehicles and equipment, whether owned or leased by Park City Municipal Corporation or used by an employee in the course and scope of his/her employment; (c) any parking lot or any automobile parked on any parking lot used by employees of Park City Municipal Corporation to park their personal vehicles during work hours, (d) automobiles owned or leased by employees while those automobiles are being used on the City's business. The term Park City Municipal Corporation Premises also includes all customer properties, areas under Park City Municipal Corporation's control, and any other work locations or mode of transportation to and from those locations during working time and while in the course and scope of employment with Park City Municipal Corporation or while conducting City business.

c. Policy Application

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

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

d. General Rules

1. Employees may NOT be under the influence of Alcohol while performing job responsibilities, operating an automobile, truck or other vehicle or equipment leased or owned by the City, operating a personal vehicle while on business for the City. Exceptions may be allowed for City functions (**See 5.11 Alcohol and Drug Use I. Alcohol Consumption at City Functions**).
2. Employees may NOT use or be under the influence of Illegal Drugs, regardless of whether the Illegal Drug use has any adverse impact on job performance.
3. Employees may NOT unlawfully use, manufacture, distribute, possess, purchase, or sell Illegal Drugs or Alcohol at any time. If convicted of a crime (under state or federal law) as the result of unlawful use, manufacture, distribution, possession, purchase, sale of Illegal Drugs or Alcohol, or DUI employees must report the conviction to the Human Resources Manager or the City Manager within 5 working days of conviction.
4. Employees may NOT tamper with the testing procedure in any manner that is designed to or that reasonably could interfere with the accuracy of the testing procedure [e.g., using an adulterant (either by ingesting a substance into the body or adding a substance to the testing sample in an attempt to interfere with or negate the test results), attempting to hydrate the body prior to testing or substituting urine or any other substance for the testing sample].

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

e. Drug and Alcohol Testing

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

1. **Pre-Employment Testing:** As mentioned in **Section 2.5**, the City has a responsibility to employees to make a reasonable effort to provide a safe work place and a responsibility to the public to make a reasonable effort to promote public safety. Therefore, applicants may be required to submit and pass a drug screening test as a condition of employment. Positive test results will make candidates ineligible for hire for a minimum of one year.
2. **Post-Accident Testing:** Employees will be required to sign the appropriate consent and release form(s) and allow Park City Municipal Corporation to test them for Illegal Drugs and/or Alcohol if employees are involved in: (a) any on-the-job accident or other incident where the City reasonably believes Illegal Drug and/or Alcohol use may have been involved; (b) any on-the-job personal injury accident that results in the need for medical treatment by a clinic or hospital; ~~or~~ (c) any on-the-job vehicle related accident; or (d) any on-the-job accident which results in damages to property estimated equal to or in excess of \$1,500 commensurate with Utah Code Ann. § 41-6a-401 as amended. Park City Municipal Corporation will require post-accident testing for Alcohol only if it reasonably believes that the use of Alcohol may have caused or contributed to the accident.
3. **For-Cause Testing:** If a City supervisor reasonably believes an employee is using and/or under the influence of Illegal Drugs and/or Alcohol on Park City Municipal Corporation Premises, the employee will be required to sign the appropriate consent and release form(s) and allow the City to test for Illegal Drugs and/or Alcohol. Indications of individual, job-related impairment that constitute grounds for requesting a drug or Alcohol test include, but are not limited to, the manifestation of physical or physiological signs, symptoms, or reactions commonly caused by the consumption or ingestion of Alcohol or drugs (i.e., the odor of Alcohol, slurred or thickened

speech, apparent loss of coordination or unsteady gait, or uncharacteristic emotional behavior), failure to meet performance standards, and attendance and tardiness problems. Any City supervisor or employee who observes possible Illegal Drug or Alcohol use must immediately inform the Human Resources Manager or the City Manager.

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

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

f. Testing Procedure

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

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

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

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

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

At the discretion of the City and employee, employees receiving a positive test result may be directed to the City's Employee Assistance Program (EAP). Employees will be subject to any treatment plan

developed by the EAP and the City. The cost of the treatment will be the responsibility of the employee unless designated otherwise by the City Manager. However, the City maintains the right to terminate an employee at its discretion at any stage of the treatment process. Treatment will not be in lieu of discipline up to and including termination.

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

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

g. Appeal Procedure

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

h. Consent and Release Form(s)

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

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

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

The following general statements will apply:

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

2. While on Park City Municipal Corporation Premises, employees must NOT consume prescription drugs more often than instructed on the prescription label.
3. While on Park City Municipal Corporation/Customer Premises, employees must NOT allow a co-worker or other person to take the prescription medications of others.
4. While on Park City Municipal Corporation Premises, employees must keep all prescription and over-the-counter medication in its original container. All prescription medication must be in the name of the employee and have the doctor's name and prescription number on the label.

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

j. Americans with Disabilities Act

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

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

k. Rehabilitation

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

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

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

I. Alcohol Consumption at City Functions

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

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

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

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

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

1. Employees who choose to drink alcoholic beverages at City functions are expected to behave in accordance with usual business standards and all City policies.
2. The department manager of the department organizing a function where alcohol is served is responsible for ensuring adherence to these guidelines.
3. Alcoholic beverages are not served in offices or work areas.
4. Alcoholic beverages are served, rather than simply made available, to those who wish to partake. Self-serving of alcoholic beverages at City functions is strictly prohibited.
5. Any off-site functions are held in appropriately licensed facilities, with drinks served by professional bartenders.
6. Food must be available.
7. Alcoholic beverages will be served for a restricted period of time; generally no more than two hours. Possible exception: If the function is planned for a long period of time, e.g., a full or half day, alcohol may be served for a longer period with prior City Manager approval. However, alcohol service must cease no less than one hour prior to the end of the function.
8. Alcohol is not to be served to minors or anyone who appears to be impaired.
9. Safe passage home must be pre-arranged by an employee who plans to consume alcoholic beverages at City functions.

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

5.12 Workplace Violence

Park City Municipal Corporation provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy. The following guidelines have been adopted to deal with intimidation,

harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. This policy applies to all full-time regular, special employment appointments, part-time and seasonal employees.

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

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

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

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

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

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

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

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

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

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

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

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

5.13 Outside Employment

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

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

5.14 Disciplinary Procedures

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

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

Under normal circumstances, the City endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and/or inappropriate behaviors and an opportunity to improve or correct deficiencies or behaviors. The procedures set out below are as complete as the City

can reasonably make them. However, they are not necessarily all inclusive. The City may vary from the rules/procedures listed if, in its opinion, the circumstances require. As such, the City retains the right to administer discipline in any manner approved by the City Manager. This policy does not modify the status of employees who are employee's at-will. Supervisors must have manager approval before issuing any reprimands. Managers must meet with the Human Resources Manager or his/her designee prior to issuing any reprimand.

The normal application of progressive discipline:

1. Verbal Reprimand: If an employee is not meeting City standards of behavior or performance, the employee's supervisor should take the following action:
 - a. Supervisor shall discuss the matter with the employee.
 - b. Inform the employee of the nature of the problem and the action necessary to correct it. Explain what constitutes proper conduct, standards of behavior or performance.
 - c. The supervisor should prepare a written record documenting the meeting has taken place.
 - d. Verbal reprimands should be submitted to the Human Resources Department. They are not filed in employees' files.
2. Written Reprimand: If there is a second occurrence or intentional or repeated related or unrelated offenses:
 - a. Employee receives written notice of discipline or reprimand following intentional or repeated or unrelated offenses. A copy of the written notice is placed in the employee's personnel file.
 - b. The supervisor may suspend the employee with or without pay as approved by the City Manager.
 - c. Written reprimands should be submitted to the Human Resources Department. They are filed in employees' files.
3. 2nd Written Reprimand: If there are additional occurrences, the supervisor should take the following action depending on the severity of the conduct or offenses:
 - a. Employee receives final written notice of discipline or reprimand following serious misconduct or further repeated related or unrelated offenses.
 - b. The supervisor may suspend the employee with or without pay as approved by the City Manager.
 - c. Written reprimands should be submitted to the Human Resources Department. They are filed in employees' files.
4. Termination: Employee is recommended for termination as the result of a serious offense or the final step in the progressive discipline process. Discharged employees may have rights of appeal as set forth in Section 6 Procedures for Employee Complaints, Discharge and Transfer Appeals of this Manual.

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

A Supervisor may recommend removing a written record from the employee's file after a specified time of meeting certain performance conditions outlined in the written notice or a subsequent performance review, with the approval of Human Resources and the City Manager. The specified time shall at a

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

5.15 Strikes and Work Stoppages

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

5.16 Solicitations

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

5.17 Gratuities

All employees who accept any type of gratuity (anything of monetary value) must report it on their timecard as wages commensurate with the IRS tips reporting guidelines referenced in [Publication 531, Reporting Tip Income](#). Employees shall not directly or indirectly solicit any gift or receive any gift whether in form of money, services, loan, travel, entertainment, hospitality, promise, or any other form except as specifically provided herein. Employees may be permitted to accept food and items of nominal value as defined by Section 3-1-4(C) of the Ethics Code, Title 3 of the Municipal Code <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=247>. Any employee who is uncertain whether an offered gratuity may be accepted may request a ruling from the City Attorney as to the propriety of the offered gift.

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

5.18 Information Technology (IT)

a. City Business Use

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

Users should have no expectation of privacy when using City equipment, data or networks. All electronic files and messages, sent and received using City systems or City provided Internet access, including web-based messaging systems, are subject to viewing, inspection, release, and archiving

by authorized personnel at all times to the extent that such rights are not superseded by applicable laws. The City will comply with reasonable and compulsory requests from law enforcement and regulatory agencies for electronic records.

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

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

b. Internet Use

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

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

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

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

PROHIBITED ACTIVITIES

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

1. Downloading and/or installing software without the prior written approval from the IT Director.
2. Disseminating or printing copyrighted materials, including articles and software, in violation of copyright laws including the use of peer-to-peer file sharing and/or storage of such materials on any city owned equipment.
3. Sending, receiving, printing, or otherwise disseminating Park City Corporation's proprietary data, or other confidential information in violation of organizational policy or written agreements.
4. Operating a business, election campaign activity, usurping business opportunities, soliciting money for personal gain, or searching for jobs outside Park City Municipal Corporation.
5. Making offensive or harassing statements and/or disparaging others based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex or sexual orientation.

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

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

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

9. Engaging in unethical activities or content.

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

COMPLIANCE AND VIOLATIONS

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

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

c. Email Standardization

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

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

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

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

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

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

d. Support

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

8. Web: <http://5123.parkcity.org> – Internal network only
9. Email: 5123@parkcity.org
10. Phone: 435-615-5123 (EMERGENCY SUPPORT ONLY)

e. Geographic Information Systems (GIS)

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

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

f. Training

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

g. Equipment & Software Requests

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

h. Social Media & Other Websites

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

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

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

9. No comments regarding political campaigns or ballot measures [state law prohibits use of City resources for such];

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

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

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

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

5.19 Code of Ethics

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

5.20 Smoking

All government buildings are designated as "smoke free" under [Utah Code Annotated Section 26-38-3](#). The City recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is restricted inside all City facilities. [Smoking includes but is not limited to: tobacco, marijuana, and e-cigarettes](#). Smoking outside must conform to the rules set forth in the Utah Clean Air Act. Smoking is prohibited during the operation of City equipment or while driving City vehicles. Failure to comply with this policy may result in disciplinary procedure up to and including termination.

5.21 Consumer Reports

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

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

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

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

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

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

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

5.22 Youth Protection

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

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

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

Section Six (6)

PROCEDURES FOR EMPLOYEE COMPLAINTS, DISCHARGE AND TRANSFER APPEALS

6.1 Complaint Procedure

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

6.2 Discharge and Pre-Termination Hearing

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

6.3 Employee Transfer and Discharge Appeal Rights and Procedure

Except as otherwise provided in Utah Code Ann. Section 10-3-1105(2) as amended, any employee, who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason, shall have the right to appeal the discharge, suspension without pay, or involuntary transfer to an Employee Transfer and Discharge Hearing Officer as set forth in Utah Code Ann. Sections 10-3-1105 and 10-3-1106 as amended.

Pursuant to Utah Code Annotated Section 10-3-1105(2), as amended, the Employee Transfer and Discharge appeal rights provided herein do not apply to the following positions:

- City Treasurer (Finance Manager)
- Chief of Police
- Administrative Secretary
- Police Captains
- Ice Rink General Manager
- Golf Manager
- Recreation Manager
- Budget Operations Manager
- Capital Budget, Debt & Grants Manager
- Chief Building Official
- Deputy Chief Building Official
- Library Director
- Current Planning Manager
- Community Development Director
- Economic Development Manager
- Public & Community Affairs Manager
- Transit and Public Works Director

- Information Technical & Customer Services Director
- Human Resources Manager
- Water Utility Director
- Water Engineer and/or any superintendents
- Water Quality Manager
- Transportation Planning Manager
- City Attorney
- Deputy City Attorney
- City Manager
- Assistant City Manager
- Regional Community Development Director
- City Recorder
- Executive Assistant
- City Engineer

Any other position specified in Utah Code Annotated Section 10-3-1105(2), as amended, including but not limited to a probationary employee of the municipality; 4a part-time or contract employee of the municipality; a seasonal employee of the municipality; and a student intern of the municipality.

Nothing in Utah Code Ann. Sections 10-3-1105 or 10-3-1106 as amended may be construed to limit a municipality's ability to define cause for an employee termination or reduction in force.

An employee to which Employee Transfer and Discharge appeal rights apply may not be discharged, suspended without pay, or involuntarily transferred to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of department.

Appeals to the Employee Transfer and Discharge Hearing Officer shall be taken by filing written notice of the appeal (Appendix A) with the City Recorder within ten calendar days of the discharge, suspension without pay, or involuntary transfer.

Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the Hearing Officer. Upon receipt of the referral from the City Recorder, the Hearing Officer shall forthwith commence his/her investigation, take and receive evidence and fully hear and determine the matter which relates to the cause for the discharge or transfer.

The Hearing Officer shall have the power to subpoena witnesses and compel the production of evidence. The scope of the inquiry of the Hearing Officer shall be limited to determine if the City has proven the facts supporting the allegations made against the employee by substantial evidence and that the disciplinary sanction is proportionate to the alleged misconduct and consistent with discipline imposed against other similarly situated employees with appeal rights. Discovery shall be limited to that information which was actually considered in making the decision which is being appealed. The Hearing Officer is not required to follow the Utah Rules of Civil Procedure or the Utah Rules of Evidence.

The Employee shall be entitled to appear in person and to be represented by counsel (at the expense of the employee), to have a public hearing, to confront the witness whose testimony is to be considered, and to examine the evidence to be considered by the Hearing Officer.

The decision of the Hearing Officer shall be certified to the City Recorder no later than 15 days after the day on which the hearing is held. The City Recorder shall certify the decision to the employee affected, and also to the head of the department from whose order the appeal was taken.

In the event that the Hearing Officer does not uphold the discharge, or transfer, the Hearing Officer shall provide that the employee shall receive the employee's salary for the period of time which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or any deficiency in salary for the period during which the employee was transferred to a position of less remuneration . The employee shall be paid his salary commencing with the next working day following the certification by the City Recorder of the Hearing Officer's decision, provided that the employee, or officer, concerned reports for his assigned duties during that next working day.

A final action or order of the Hearing Officer may be reviewed by the Court of Appeals by filing with that court a petition for review within 30 days after the issuance of the final action or order of the Hearing Officer.

6.4 Exit Interview

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

6.5 American with Disabilities Act Complaints

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

- a. Complainants file verbal or written complaints with the Human Resources Manager.
- b. Complaints must include the complainant's name and address and should briefly describe the alleged ADA violation.
- c. Complainants must file their complaint within 10 days of becoming aware of the alleged ADA violation.
- d. The ADA Coordinator conducts a thorough investigation of the complaint and affords all interested persons and their representatives the opportunity to submit oral or documentary evidence relevant to the complaint.
- e. The ADA Coordinator issues a written determination as to the validity and resolution of the complaint and forwards a copy to the complainant no later than 30 days after the complaint is filed.
- f. If the complainant is dissatisfied with the resolution of the complaint, the complainant may request reconsideration. Complainants may file requests for reconsideration with the City Manager or the City Manager's designee within 10 days of issuance of the written documentation.
- g. The rights of complainants to prompt and equitable resolution of complaints filed hereunder are not impaired by the complainant's pursuit of other remedies, such as filing of an ADA

complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

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

Section Seven (7)

EMERGENCY MANAGEMENT

7.1 Employee Identification Cards and Identification/Door Key Fob Cards

- A. **Policy** Employee ID cards provide a means of quickly identifying PCMC employees and elected officials and the capacity in which they serve the City. This identification will be used for security purposes in the event of a citywide emergency or disaster situation. The identification system may also be used as a means of identification for daily operations, building and/or restricted area access, including Vendors.

All PCMC employees, elected or appointed officials, volunteers and vendors who work in City buildings, are required to have a PCMC ID card while on duty and visibly displayed by the employee on a lanyard or clip. An ID card is for the sole use of the employee or vendor and may not be shared or loaned.

Any lanyard used for ID cards must be of a break-away variety. For job positions where a visible ID on a lanyard or clip may pose a safety threat, the department manager may exempt that position from visibly displaying an employee ID; however, the employee is not exempt from having their City ID card in their possession while on duty.

Elected Officials and designated personnel will also be issued an additional ID card that will grant them access to the Emergency Operations Center (EOC) should their presence be requested or required.

- B. **Description** - The ID cards are color coded to assist in easy identification of the employee and capacity in which they serve the City. Color coded ID cards will be issued to:

- Elected Official (green)
- Management Team (orange)
- Full-time Regular, including FT Contract (blue)
- Part-time or Seasonal (yellow)
- Volunteer (purple)
- City Approved Vendor (black)
- EOC- (red) One card will clearly identify elected officials, limited key employees and outside agencies that in the event of an emergency/disaster will have access to restricted areas including but not limited to the Emergency Operations Center (EOC). The City Manager or his/her designee will determine the necessity and/or revocation of Emergency Operations Center (EOC) identifications.
- EOC Media (pink)

Cards will contain the following information on front;

- PCMC name and logo
- Employees photo (renewed every 3 years)
[some vendor cards do not include a photo]
- Employee legal first and last name
- Employee department (certain positions will have a title instead of a department)
- Employee ID number (unique number, never repeated)

[some vendor and volunteer cards do not have a number]

- Card expiration date
- Phone number to call to verify card validity
- Color code to indicate employment status

Cards will contain the following information on back:

- PCMC identification
- Return address and phone number in case card is found
- Employee signature
- Color code bar to indicate employment status
- Employee emergency hotline phone number
[removed for vendor cards]

- C. **Procedure** - All new and rehired employees will obtain an identification card during the hiring process. They must have their picture taken within 5 (five) days of employment. Photos may be taken by the employee's department, if set up to do so, or at the City Hall Front Desk—445 Marsac Ave.

All identification cards will have an expiration date and will be renewed bi-annually. Seasonal employee cards will expire at the end of the designated season in which they were hired. Contract employees will expire at the end of their contract. Employee photos will only be updated every four (4) years. Full-time Regular and FT Contract employee cards are replaced on odd numbered years and Part-time employee cards are replaced on even numbered years. Seasonal employee cards expire at the end of their season. Vendor or Lessee cards expire at the end of their contract.

Identification cards are PCMC property. Identification cards must be returned to the City in the event an employee leaves under any employment circumstance. In the event of a lost, stolen or damaged identification card, employees must notify their supervisor immediately. There is no cost for the replacement card in the event of a lost or damaged card, unless the employee requires more than one replacement per year. Replacements of greater than one per year may cost the employee \$25.00 each.

Employees and Vendors must sign the appropriate Human Resources Form for each card acknowledging receipt and basic rules concerning the card.

- D. **Identification (ID)/Key Fob cards** – ID/Fob cards look just like a regular ID card with the exception that imbedded in the card is an electronic key used to open city facility doors as authorized for that employee. Each card is programmed to allow access on the days and times to the doors authorized by that Department's Manager. An ID/Fob card has the same policy and procedure requirements as outlined above for a standard ID card. Both authorized and unauthorized FOB/ID transactions are recorded for auditing purposes. Like a standard ID card, in the event of a lost, stolen or damaged identification card, employees must notify their supervisor immediately, so the card can be deactivated and replaced. Replacements of greater than one card per year may cost the employee \$25.00 each.

In the event an ID/Fob card stops working, an employee should contact their supervisor who can make arrangements with the IT department or Emergency/Security Manager to trouble shoot the problem.

An ID/Fob card may not be given or loaned to anyone and is for the sole use of the designated employee or vendor. Failure to follow this ID/ Fob card policy may include disciplinary action up to and including termination.

7.2 Emergency Work Requirements

In the event of a City emergency, employees (including part-time, seasonal and contract employees) will be required to report to work as soon as possible unless they are medically unable to do so. PCMC will collaborate with the Red Cross and other agencies to make every effort to provide services for employees' family and pets. Failure to contact PCMC as outlined in Section 4.6 of the Personnel Policy and Procedure Manual may result in termination.

A dedicated "Emergency Hot Line" number of 888-894-7275 (888-894-PARK) will be activated during emergencies. Employees can call this number and get information about the overall status of the City situation and about their work assignments. Employees will also have the ability to leave a message about their personal situation if they are unable to report for work.

Depending on the gravity and extent of the emergency situations, the City Manager has the authority to temporarily suspend any or all time off requests (vacation, holiday, etc.) Suspended time off will not be lost but will postponed to a later date.

Flexibility will be important and normal work schedules and/or the department they normally work in may be altered in order to reassign employees where their qualifications and skills will be most beneficial to the City and its residents.

Work Locations:

The first place where employees should report for work is at their normal workplace. If the normal place of work is damaged or inaccessible, employees must report to a secondary rally point, which is the Public Works Complex at 1053 Ironhorse or if that location is damaged or inaccessible, report to the Quinn's Recreation fields. There will be assigned staff at the rally point to collect and dispense information and provide personal assistance. There will also be an information board for employees to communicate with their fellow co-workers.

During an emergency event where employees do not have any means of transportation, they are directed to call the "Emergency Hot Line" for information about possible shuttle service. PCMC will try to arrange shuttle service at defined times and locations in the greater Park City area to assist employees in their commute to and from work, if possible.

7.3 NIMS (National Incident Management System) Training

Mandatory NIMS training requirements, as outlined in job descriptions, the Comprehensive Emergency Management Plan (CEMP) and/or by departments, must be completed within six (6) months from an employee's date of hire. The City Manager may extend that deadline on a case by case basis depending on the job description up to one year.

7.4 Other Emergency Management Policies

The PCMC Administrative Policy & Procedure (AP&P) Manual has a number of additional policies that are Emergency Management related and are key to the City's and the City's staff's ability to respond to emergencies and disasters. Employees should be familiar with these additional policies which can be found in *Section 7 Emergency Planning of the Administrative Policy & Procedures Manual*.

Assigned Emergency Equipment Policy
AED – Automated External Defibrillators – Early Defibrillation Policy
Blood Borne Pathogens Exposure Control Policy
Comprehensive Emergency Management Plan (CEMP)
Departmental Closures Due to Emergencies and/or Severe Weather Policy
Emergency Manager Notification Policy
Emergency Evacuation of City Facilities Policy
Non-Punitive Sick-Leave During an Emergency or Pandemic Policy
Reverse 911 Notification Use Policy
1700 AM Highway Advisory Radio System Policy
Shelter-in-Place Policy
Top Half Fuel Policy
Utilization and Access of Building Closed Circuit Video Systems (CCVS)

Ordinance No. 2016-23

**ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL,
AND STATUTORY OFFICERS FOR FISCAL YEAR 2016 – 2017
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 2, 2016;

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 2016-2017</u>
Mayor	\$3,633.75 per month
City Council	\$1,877.07 per month
City Manager	\$106,000 - \$156,765 per year
City Attorney	\$100,000 - \$149,125 per year
City Treasurer	\$80,157 - \$119,268 per year
City Engineer	\$80,157 - \$119,268 per year
City Recorder	\$65,000 - \$75,000 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-Term 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, 2016.

PASSED AND ADOPTED this 2nd day of June, 2016

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

On May 12, Council discussed participating in Rocky Mountain Power's new Subscriber Solar program. During the dialogue, Council requested that staff return with a proposal that would increase the amount of solar energy purchased through this program. This staff report recommends that Council increase the City's purchase from 722 kilowatts to 1.6 megawatts.

Respectfully:

Ann Ober, Community Relations



City Council Staff Report

Subject: Subscriber Solar
Author: Ann Ober
Department: Executive
Date: June 2, 2016
Type of Item: Administrative

Summary Recommendation

Per recent Council discussion, Council approve an increased allocation of Subscriber Solar for the City's electric needs.

Executive Summary

On May 12, Council discussed participating in Rocky Mountain Power's new Subscriber Solar program. During the dialogue, Council requested that staff return with a proposal that would increase the amount of solar energy purchased through this program. This staff report recommends that Council increase the City's purchase from 722 kilowatts to 1.6 megawatts. This will cost the City approximately \$62,000 annually for the increased clean energy.

Acronyms

RMP	Rocky Mountain Power
RECs	Renewable Energy Credits
Mwh	Megawatt Hour
Kwh	Kilowatt Hour

The Problem

- The 2022 and 2032 net zero goals are, as a whole, challenging. City staff and elected officials have been working most recently with Rocky Mountain Power to address the electricity portion of both net zero goals and those conversations are going well. The electricity program will more than likely require new infrastructure to be developed in partnership with Rocky Mountain Power. If new infrastructure is required, that new electricity will not be in place prior to 2020 and will probably be in place closer to the 2022 deadline. If Council is interested in improving our footprint during the interim, this is a solution to the short term problem.
- Depending on the options selected, installing new infrastructure to generate solar power – such as a large scale solar installation – *could be* more costly than purchasing through Subscriber Solar.
- About 21.3 percent of our power Park City municipal portfolio is from carbon free sources, including our Blue Sky purchases (approx. 7 percent) and Rocky Mountain powers portfolio (approx. 15 percent coming from non-carbon emitting resources).
- Climate change isn't waiting for us to reach our goal.

Background

- Park City Municipal used 13, 255,304 Kwh of power last year. Of that, 15 percent or 1,988,295 Kwh, is carbon free due to RMP's portfolio makeup.
- Subscriber Solar is a program of Rocky Mountain Power, focused towards customers interested in improving their carbon footprint through a direct purchase of solar energy. <https://www.rockymountainpower.net/subscriber>
- This program is different from Blue Sky. Blue Sky is a Renewable Energy Credit program. RMP purchases those credits from renewable developers utilizing funds dedicated by individual customers. Currently, Park City purchases 832 blocks each month for an annual cost of \$8488.80. Over the course of a year, this equates to 998,400 kwh from a renewable source.
- Subscriber Solar is an actual solar installation, where the energy and renewable attributes are under contract with RMP. Customers purchase directly into the program at a minimum of a three year commitment. The installation is a 20-megawatt solar plant in Millard County, Utah. Customers will be able to sign up in blocks of 200-kilowatt-hours (kwh) which will offset their usage on their bills. However, this rate is 12 times the price (when looking at Schedule 23) of just offsetting your power through Blue Sky, going back to authentically achieving the goal or using RECs to achieve the goal.
- The program is only for non-net metering customers. This means that both the MARC and Marsac buildings are not able to participate.
- The added meters discussed in this staff report are more disbursed throughout the City. As an example, Transit, the Library and the Park Garage will both see increases in costs, as will Public Utilities.

Alternatives for City Council to Consider

1. **Recommended Alternative One:** Move 42 percent of the City's total municipal electricity use to the subscriber solar program in the following schedules and for the following cost per year:

Meter Type	Cost	Percentage of Meter	Total Blocks purchased
Schedule 23	\$ 3,084.95	37%	97
Schedule 6A	\$ 3,847.37	68%	922
Schedule 6	\$ 55,224.05	65%	660
Total	\$ 62,156.37	64%	1679

This is 42% of the total electricity use at the City for the municipal uses. Not all meters are allowed to participate in the program, explaining the difference between the 64 % in the grid and the 42% listed in this paragraph.

Pros

- a. Automatically moves 42 percent of our electricity use to a renewable source. This would maximize our savings in 6A meters and Schedule 23 meters, while also purchasing on meters where the additional cost has the lowest associated price tag. This means purchasing on meters where you use the most peak power in comparison to off peak load within the Schedule 6A meters.
- b. Currently, the City is also purchasing about 7.5 percent through the Blue Sky program. Combined and added to the carbon free power already provided by RMP, this means that 57.375 percent of our portfolio would be from carbon free electricity sources:
 - i. $15.3 + 6.375 \text{ (Blue Sky)} + 35.7 \text{ (Subscriber Solar)} = 57.375$ carbon free electricity.
 - ii. The Blue Sky and Subscriber percentages are decreased to avoid double counting with the 15.3 percent existing portfolio. In other words, each unit of 100 percent renewable is replacing a unit of 85 fossil fuels and 15 percent carbon free.
- c. This shows intention of the Council to take every reasonable opportunity to improve our carbon footprint.
- d. Purchasing from this program also sends a signal to Rocky Mountain Power that we support the transition the company is trying to make to meet its customers interest in renewable energy.
- e. Rocky Mountain Power ran our largest 6A meters through their calculations to see if it would make sense to move these meters to Schedule 6. The response was that such a move would be very costly and not advantageous to the City. This means that there is little chance we will simply move meters to new schedules in the next three years when it is expensive to get out of the Subscriber Solar program.

Cons

- a. RMP's program discourages individual renewable energy by exempting Net-metered customers from enrolling in Subscriber Solar.
- b. A \$50 termination fee will be charged for each subscription block if cancellation is made prior to the three-year anniversary enrollment date. There is no fee following that date. Increasing this amount we purchase also increase's what the total departure amount would be to \$80,000 if we want to leave all of the watts prior to the 3 year mark.
- c. The annual budget would see an increased cost of \$62,156.37 for either 20 years or until the City removed the purchases from its meters. This cost is based on electricity prices today. However, these rates are set and as the cost of electricity goes up, the "additional" cost to the City will lessen.
- d. The Public Utilities department is also in the process of making physical improvements to their system. These efficiencies will reduce our peak demand use and that will reduce the benefit to the City of having the meters in Subscriber Solar. If that happens, it is possible that the program may end up costing more and saving less.

- e. Department's now impacted by the additional costs would need to be made whole to make these payments.

Null Alternative: If the City chooses not to participate in the program, there is no harm other than our carbon footprint declining at a slower rate.

Department Review

Budget, Transit, Library, Public Utilities, Sustainability, Executive and Legal

Funding Source

The elevated level of service will result in a \$62k expenditure increase. Since the program won't start until January 2017 the initial annual expense will only be half of this. The Budget Department is reviewing utility budget line-items to determine if they will be able to absorb the cost for next fiscal year. If not staff will bring back budget adjustments for the final budget.



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

- This staff report provides Council with a recommendation to enact an energy surcharge increasing the cost per thousand gallons of water between \$0.55 and \$1.65 depending on location within town. The money collected from this fee will be directed towards energy efficiency and Council carbon reduction goals.
- In order to increase water conservation, the report recommends setting 1/10th of an acre of irrigated landscape as an acceptable irrigation size. Rates at this time are recommended to increase more dramatically above ¼ of an acre. Over time future water consumption increases will gradually target above 1/10th of an acre of irrigation.
- For conservation purposes the flat winter rate schedule is recommended to be replaced by extending our conservation tier pricing so that it is year around. It is also recommended that the irrigation base rate target be set such that on an annual basis an irrigation account would pay an amount equal to the commercial/multifamily base rate. To move towards that target a 10% rate increase in the irrigation base rate is recommended.
- Finally, staff is recommending a 2% across the board rate increase in addition to the changes above in order to fund the water department operational and capital budgets. This revenue requirement is determined using the long range water financial model and increases are mainly driven by projected costs for future water quality projects needed to comply with the Clean Water Act (standards related to discharged into streams).

Respectfully:

Jason Christensen, Water Resources Manager



City Council Staff Report

Subject: Water Rate Increases
Author: Clint McAfee, Public Utilities Director
Jason Christensen, Water Resources Manager
Department: Public Utilities
Date: June 2, 2016
Type of Item: Informational

Summary Recommendation

Staff recommends Council solicit public comment and direct staff to return as part of the budget process to:

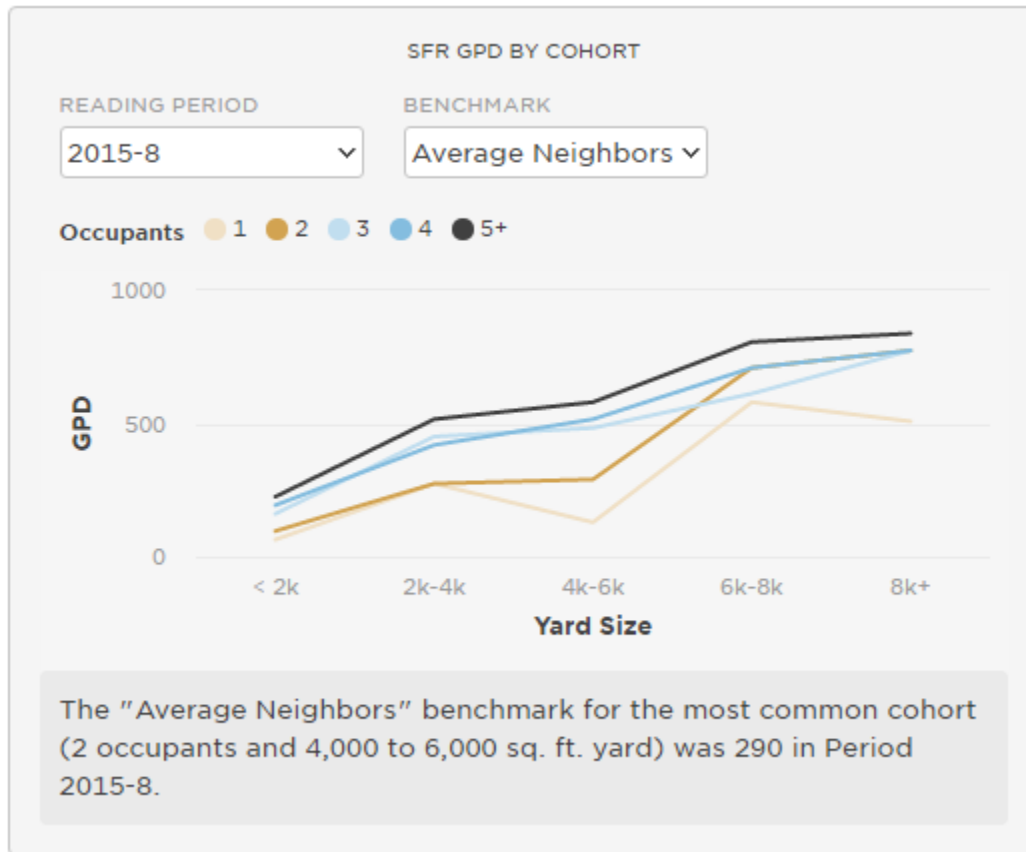
- Adopt the energy surcharge at a location dependent price ranging from \$0.55 per 1,000 gallons at the lowest point and \$1.65 per 1,000 gallons at the highest point.
- Adopt an increase in the number of tiers for Single Family Residential from four to six, while decreasing the water received in most tiers.
- Move to year around conservation pricing for Single Family, Multi-Family, and Irrigation accounts and set the cost per 1,000 gallons at \$5.60 for Single Family, \$6.63 for Multi-Family, and \$8.98 per 1,000 gallons for Irrigation. Increase the Irrigation base rate by 10%.
- Adopt 2% escalation to all rates.

Executive Summary

- This staff report provides Council with a recommendation to enact an energy surcharge increasing the cost per thousand gallons of water between \$0.55 and \$1.65 depending on location within town. The money collected from this fee will be directed towards energy efficiency and Council carbon reduction goals.
- In order to increase water conservation, the report recommends setting 1/10th of an acre of irrigated landscape as an acceptable irrigation size. Rates at this time are recommended to increase more dramatically above ¼ of an acre. Over time future water consumption increases will gradually target above 1/10th of an acre of irrigation.
- For conservation purposes the flat winter rate schedule is recommended to be replaced by extending our conservation tier pricing so that it is year around. It is also recommended that the irrigation base rate target be set such that on an annual basis an irrigation account would pay an amount equal to the commercial/multifamily base rate. To move towards that target a 10% rate increase in the irrigation base rate is recommended.
- Finally, staff is recommending a 2% across the board rate increase in addition to the changes above in order to fund the water department operational and capital budgets. This revenue requirement is determined using the long range water financial model and increases are mainly driven by projected costs for future water quality projects needed to comply with the Clean Water Act (standards related to discharged into streams).

The Problem

- Due to the energy intensive nature of pumping water, Park City's Water Department's energy consumption represents about 50% of total Municipal energy consumption. Council has asked staff to create a revenue stream that will be used to reduce water's energy footprint.
- Park City Municipal provided 1.6 billion gallons of water that was used during 2014. The City has a goal of reducing water consumption, and views rates as one tool to effect change, especially for high water users. The graph below shows average gallons per day used during July 2015 by yard size for single family residential customers.



- The cost of providing water in Park City continues to increase, driven in part by stream water quality regulations under the Clean Water Act.

Background

- As part of the Fiscal Year 2016 fee adoption process, Council requested two future changes:
 - An energy surcharge used to fund water energy programs. (Prioritized by Council)
 - Additional changes to the rate structure to incentivize conservation.
- Staff has met several times with Council to discuss water's energy program, and has begun work in anticipation of this funding source.

- Staff engaged Zion's Bank Public Finance in January to assist with rate changes to further incentivize conservation.
- In the past, Council has also expressed an interest in a year around conservation structure.

<u>Date</u>	<u>Item</u>
May 28, 2015	Council requested that staff discuss a potential water rate surcharge that captures the carbon cost of Park City's water system. Council also requests changes to the rate structure to further incentivize water conservation.
July 16, 2015	Water Surcharge- Energy , (pg.20) Council directs that fee be presented as part of the Fiscal Year 2017 Budget Process.
September 24, 2015	Council adds "Energy" to its list of Critical Priorities
October 22, 2015	Utility Mitigation Surcharge: Strategy , (pg. 155) Goals and direction set for program.
December 3, 2015	Utility Mitigation Surcharge: Funding (pg. 32) Council is presented with a \$900,000 funding recommendation and directs an energy surcharge based on the elevation surcharge.
January 14, 2016	Change Order Zion's Bank Public Finance to assist with conservation rate modeling.

For City Council's Consideration

Recommendation 1: Energy Surcharge Staff recommends Council solicit public comment and direct staff to return as part of the budget process to adopt the energy surcharge at a location dependent price ranging from \$0.55 per 1,000 gallons as the lowest point and \$1.65 per 1,000 gallons at the highest point.

Consistent with the most recent direction on this item, staff has proposed a \$900,000 revenue stream that is tied to the energy intensity of the water consumed. This means that individuals at a lower elevation in town will pay less per unit of water, than people at the highest elevation.

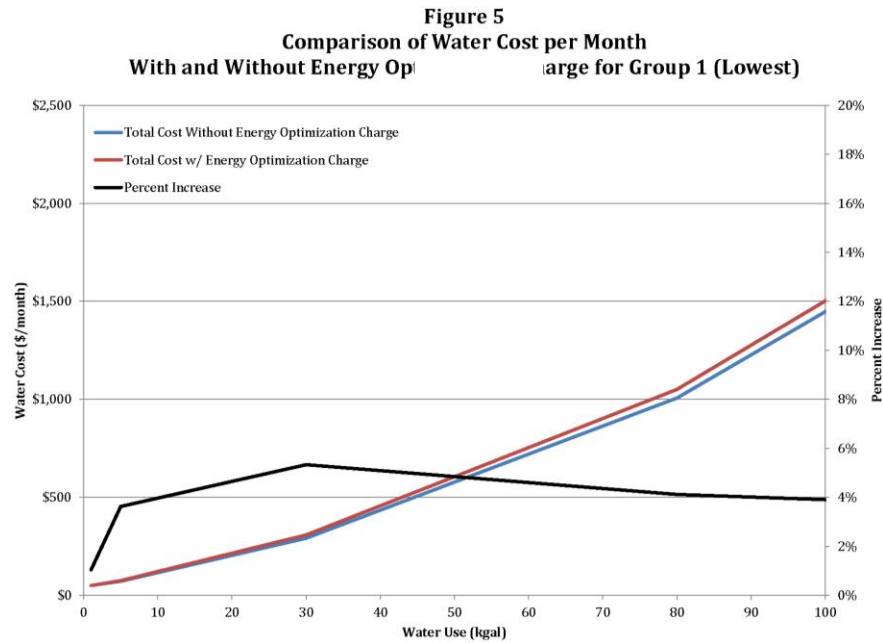
This revenue stream is anticipated in the proposed Fiscal Year 2017 through 2018 budget, and will be used to reduce the energy required to serve water, increase local renewable energy usage, water conservation, and in the future fund carbon offsets.

This charge is based off the existing pumping surcharge zone map, [available here](#). Ultimately staff will roll this into one surcharge at the following rates.

Group No	Existing¹ Pumping/Elevation Surcharge (\$/1,000 gallons)	New Energy Optimization Surcharge (\$/1,000 gallons)	Total (existing + new) Energy Charge (\$/1,000 gallons)
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

¹ Existing Pumping/Elevation Surcharge has been escalated by 2%.

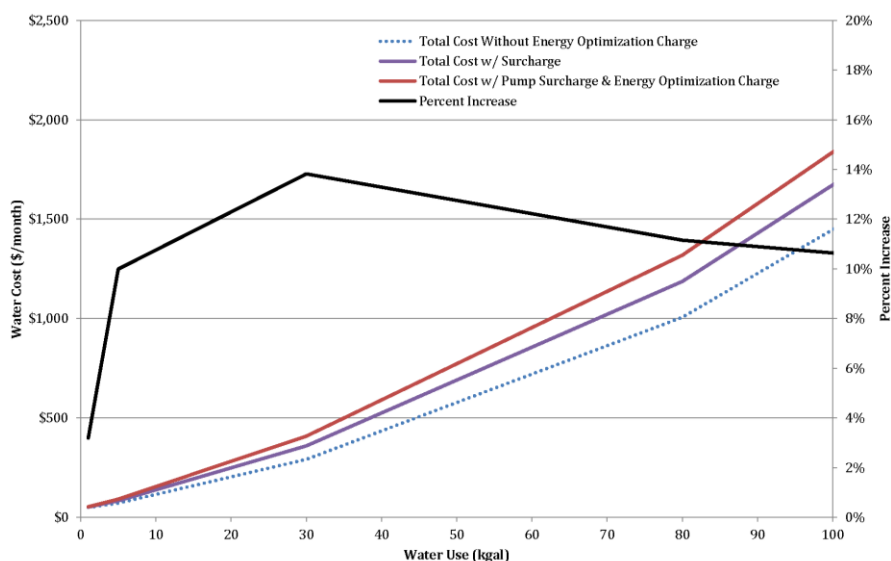
Single Family Residential cost increase at the lowest zone in town as a result of the energy optimization surcharge:



<u>Single Family Residential (Lowest Zone)</u>	5,000 Gallons	15,000 Gallons	30,000 Gallons	60,000 Gallons
<u>Added Cost of Energy Optimization Surcharge</u>	\$2.75	\$8.25	\$16.50	\$33.00

Single Family Residential cost increase at the highest zone in town as a result of the energy optimization surcharge:

Figure 7
Comparison of Water Cost per Month
With and Without Pumping/ Surcharge for Group 5 (Highest)



<u>Single Family Residential (Highest Zone)</u>	5,000 Gallons	15,000 Gallons	30,000 Gallons	60,000 Gallons
<u>Added Cost of Energy Optimization Surcharge</u>	\$8.25	\$24.75	\$49.50	\$99.00

Pros

- This fee would fund utility mitigation efforts while increasing conservation incentives.
- This positively impacts Council Critical Priority for Energy Conservation, Renewable Energy and Carbon Reduction. This also positively impacts Council's Desired Outcome for a Net Zero Carbon Government by 2022 and Optimized Resource Conservation & Energy Efficiency. Although not specifically targeting water conservation, this program supports that Council High Priority as well.
- Fee is weighted towards higher elevation areas where more energy is required to deliver water. This results in a fairer distribution of costs.

Cons

- This fee increases the cost of water in Park City and thereby negatively impacts Council's Affordability desired outcome.

Null Alternative: If this fee is not adopted, the bookend alternatives are to reduce energy efficiency efforts, deprioritize other water enterprise fund expenditures, or raise rates across the board and fund the program. The majority of water department expenditure is driven by regulatory requirements or asset replacement and are therefore non-discretionary.

Pros

Decreases fee burden.

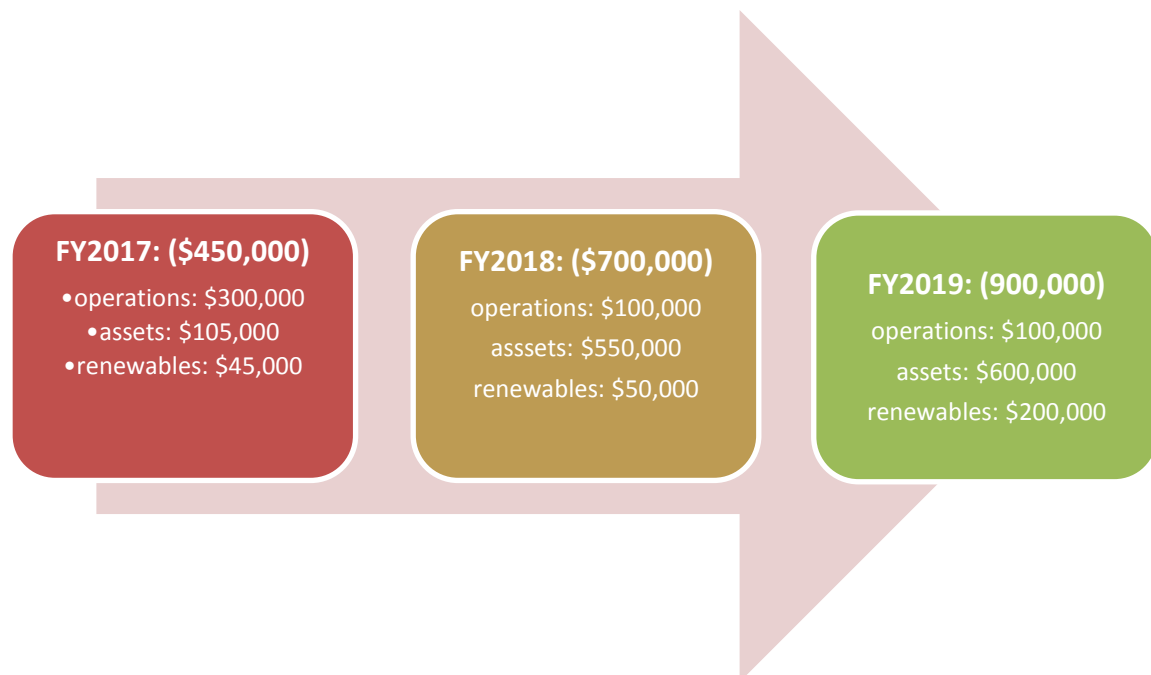
Cons

Decreases focus on energy efficiency or does not equally distribute the cost to do so.

Alternative to Recommendation 1: Energy Surcharge: Staff is providing an alternative to the recommendation. The alternative decreases funding to the energy efficiency program in the first two years, and phases in the fee over a period of 3 years.

Fiscal Year 2017	\$450,000	50% Reduction from Recommendation #1
Fiscal Year 2018	\$700,000	25% Reduction from Recommendation #1
Fiscal Year 2019	\$900,000	Hits Recommendation #1 Levels.

This alternative recommendation allows Council to weigh its goal of Net Zero Carbon against increasing rate costs. Staff would need to prioritize and delay some capital projects under this scenario. Staff estimates a 20% energy (kWh) reduction under the existing Brendle Group Contract. This optimization effort and savings come without any capital projects and should be complete without delay by November 2016. The capital projects delayed in this alternative would include, pump station upgrades, distribution meters and renewable energy design and generation. Moving into FY2018, staff will be able to implement more pump station upgrades including, sub meters in order to more accurately assess the energy use and allowing staff the opportunity to determine the building loads, to then offset with renewables.



- Pros/Cons

- See recommendation 1 pros and cons, modified by a reduced fee burden and reduction in expenditures towards Council's Net Zero Carbon Government Goal.

Recommendation 2: Increased Tiers: Adopt an increase in the number of tiers for Single Family Residential from four to six, while decreasing the water received in most tiers.

Specifically Staff is recommending the following change:

Figure 1 Current Rates

TYPE	BLOCK 1 \$5.49 per 1,000 gals	BLOCK 2 \$8.80 per 1,000 gals	BLOCK 3 \$14.30 per 1,000 gals	BLOCK 4 \$22.03 per 1,000 gals
Single Family	0-5,000	5,001-30,000	30,001-80,000	Over 80,000

Figure 2 Proposed Rates

Single Family Residential	BLOCK 1 \$5.60 per 1,000 gals	BLOCK 2 \$8.98 per 1,000 gals	BLOCK 3 \$9.44 per 1,000 gals	BLOCK 4 \$12.24 per 1,000 gals	BLOCK 5 \$14.59 per 1,000 gals	BLOCK 6 \$25.50 per 1,000 gals
3/4" - 2"	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	55,001-Beyond

Council requested staff propose changes to the water fee schedule that further encourage conservation. Staff based these changes on the following analysis.

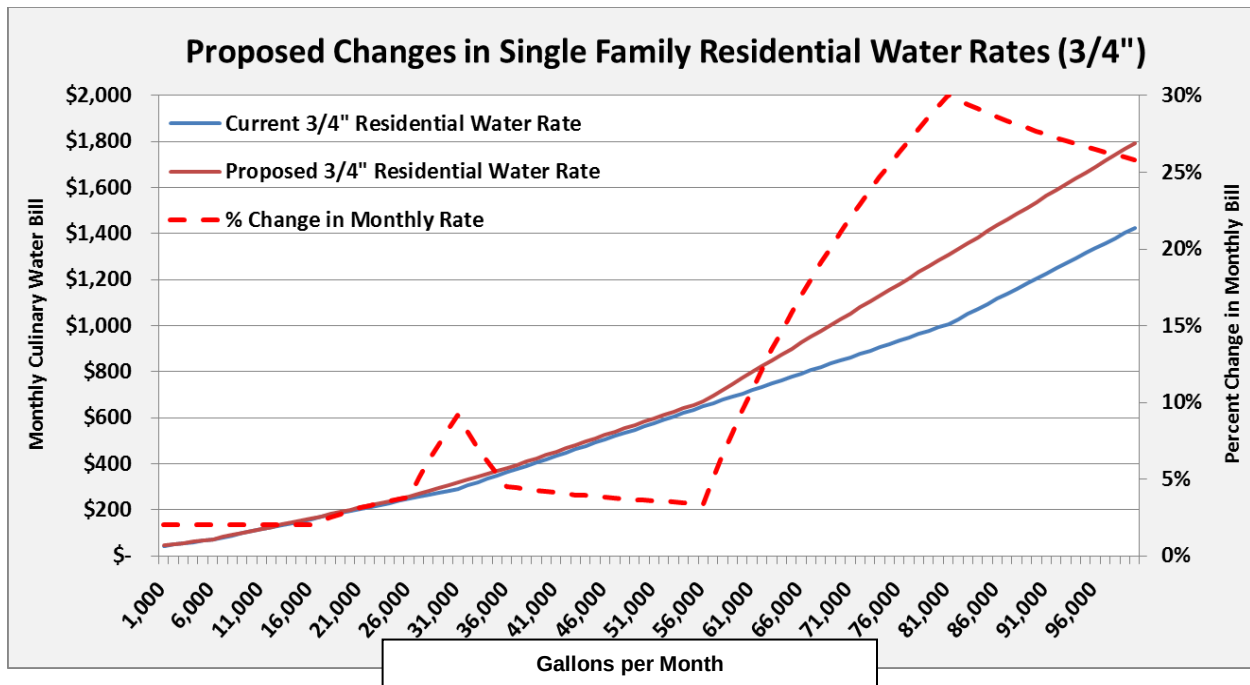
- Identified 1/10 of an acre of irrigated landscape (The size of a NBA basketball court) as an acceptable area of land for outdoor irrigation. During the peak irrigation month, a home and yard this size with an efficient irrigation system would be expected to use 25,000 gallons of water. Under the proposed rates, 25,000 gallons used in a month would cost \$212.20 plus a base rate charge of \$44.95 to \$71.96 depending on meter size.
- 25,000 gallons for 1/10th of an acre correlates closely with how the City's water impact fee is assessed.
- Identified ¼ acre of irrigated landscape (2.5 NBA basketball courts) as a disfavored size for outdoor irrigation. During peak irrigation month, a home and yard this size with an efficient irrigation system would be expected to use 55,000 gallons that month. The current rate proposal does not represent this policy at this time. If Council adoptions the a 1/10th of an acre target, future rate increases will gradually reach this target. Under the proposed rates, 55,000 gallons used in a month would cost \$626.40 plus base rate of \$44.95 to \$71.96 depending on size of the meter.

- Beyond ¼ acre of irrigated landscape, specifically beyond 55,000 gallons water is proposed to be billed at \$25.50 per 1,000 gallons. The current rate proposal creates meaningful cost increases to reflect that this size is disfavored by Park City. This shifts a substantial cost to larger irrigated areas, inefficient irrigation, and accidental leaks. Staff will mitigate the impact on accidental leaks by adjusting the administrative leak policy to make it more generous to account for this change.

Staff's recommendation currently aims at users above a ¼ acre of irrigated landscape. If Council is supportive of this analysis, as future rate increases are needed staff will predominantly increase rates above the 1/10 an acre threshold.

It is estimated that 1.5% of Single Family Residential customers use above 55,000 gallons.

These changes result in the following graph. Please note that this graph only represents summer consumption. Due to recommendation 3, elimination of winter rates, customers using less than 5,000 gallons per month will see a net decrease in their annual water bill. Also note that the dashed red line correlates to the vertical axis on the right and the solid lines correlate to the left.



- Pros
 - This fee will encourage efficient irrigation; smaller irrigated yard sizes and sets Council policy on what an acceptable current and future irrigated yard size is in Park City.

- Provides for a progressive move towards a more aggressive conservation structure over time.
- This positively impacts Council's Critical Priority for Energy Conservation, Renewable Energy, and Carbon Reduction. It positively impacts Council's Top Priority for Water Conservation, Renewable Energy and Carbon Reduction. This also positively impacts Council's Desired Outcome for a Net Zero Carbon Government by 2022 and Optimized Resource Conservation & Energy Efficiency.

Cons

- This fee increases the cost of water in Park City and thereby negatively impacts Council's Affordability desired outcome.

Null Alternative: The alternative is to enact a non-targeted 4% increase across the Single Family Residential rate class. As this revenue need is driven by regulatory compliance and asset management needs, the alternative of decreasing expenditures would impact water quality, regulatory compliance, and asset management projects.

Pros

Easier to understand changes to rates.

Cons

Cost increase is not targeted at highest users. Council policy on acceptable yard size is not set.

Recommendation 3: Year around Conservation Rates: Move to year around conservation pricing for Single Family, Multi-Family, and Irrigation accounts; and set the cost per 1,000 gallons at \$5.60 for Single Family, \$6.63 for Multi-Family, and \$8.98 per 1,000 gallons for Irrigation. Increase the irrigation base rate by 10%.

Consistent with Council's general direction regarding water conservation staff is recommending Council move three account types (Single Family Residential, Multi-Family Residential, and Irrigation) to year around tiered rate structures. Commercial accounts are already billed on a year around tiered structure. Further, while staff believes we are already compliant with [Senate Bill 28 Water System Conservation Pricing](#), this change is consistent with best practices under that bill.

Account Type	Current Summer (1,000 gals; first tier)	Current Winter (1,000 gals, all tiers)	Proposed (1,000 gals; first tier)
Single Family Residential	\$5.49	\$7.72	\$5.60
Multi-Family Residential	\$5.49	\$7.72	\$6.63
Irrigation	\$8.80	\$7.72	\$8.98

- Single Family residential is recommended to stay near the lower summer value. This is due to the changes in recommendation 1. Since the highest users will pay more, the lower users may pay less.
- Multi-Family residential is near the midpoint between the current winter and summer values. As higher users in this group are not recommended to receive a larger increase, it was fairest to average these two numbers.
- Irrigation accounts do not typically use water during the winter. Consumption charge changes, while consistent with best practices, will have very limited practical effect.
- Staff is recommending changes to the Irrigation Base rate. Irrigation meters are the only account not charged a base rate year around. Instead they pay a base rate 5 months out of the year during irrigation season. Consistent with Council's conservation direction, and in recognition of the fact that irrigation water places a higher cost on the system than other usage staff is recommending that the base rate be increased 10% per year until the base rate paid by irrigation on an annual basis matches the base rate paid by Multi-Family and Commercial accounts on an annual basis.
- Pros
 - This fee change further incentivizes conservation by moving the City to year around tiered pricing. Unlike other changes in this staff report, this change may decrease or increase a user's bill depending on consumption patterns. The one exception is that Irrigation accounts will see a rate increase.
 - See pros under recommendation 2.

Cons

- b. This fee increases the cost of water in Park City primarily for Irrigation accounts and may negatively impact Council's Affordability desired outcome.

Null Alternative: See recommendation 2

- **Recommendation 4: 2% Rate Increase:** Adopt 2% escalation to all rates.

Built into the discussed changes (recommendations 1-3), and added to accounts not discussed (commercial and construction) is a 2% rate escalation. This escalation is needed to meet revenue requirements for the Fiscal Year 2017 budget and beyond as identified by the long range water financial model. Future rate increases are mainly driven by projected costs for future water quality projects needed to comply with the Clean Water Act (standards related to discharged into streams).

Summarized on an annual basis and across the entire account class and excluding the new energy surcharge² this is the impact if Council were accept all four staff recommendations:

² Energy surcharge is excluded because it varies depending on 5 location classes and on consumption. This would create an unwieldy table. At the consumption point that creates the highest increase, the energy surcharge will add 5% to 14% to a customer bill. This is additive to the table above.

Account Class	Annual Percentage Change
Single Family Residential	6%
Multi-Family Residential	4%
Irrigation	4%
Commercial	2%
Construction	2%

- Single Family Residential shows as the greatest due to large users paying more. Lower users may see a decrease in their bill.
 - Multi-Family Residential and Irrigation show an increase above 2% due to the change to year around rates. Multi-Family accounts that use the least water may see a decrease.
 - Construction use is temporary and relatively minimal.
 - Pros
 - This increase allows the water department to meet revenue needs.
 - See pros under Recommendation 2.
 - Cons
 - c. This increase increases the cost of water in Park City and may negatively impact Council's Affordability desired outcome.
- Null Alternative:** See Null Alternative under Recommendation 2

Department Review

This staff report has been reviewed by Legal and Executive.

Attachments

A: Current Rates (Excluding Surcharge, See Table in Recommendation1)

B: Proposed Rates (Excluding Surcharges, See Table in Recommendation 1)

A: Current Rates (Excluding Surcharge, See Table in Recommendation 1)				
TYPE	BLOCK 1 \$5.49 per 1,000 gals	BLOCK 2 \$8.80 per 1,000 gals	BLOCK 3 \$14.30 per 1,000 gals	BLOCK 4 \$22.03 per 1,000 gals
Single Family	0-5,000	5,001-30,000	30,001-80,000	Over 80,000
	5= \$27.45	25= \$220.00	50=\$715.00	
Multi-Family				
3/4"	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1"	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5"	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2"	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3"	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4"	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6"	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000
Irrigation				
3/4"		0-56,000	Over 56,000	
1"		0-90,000	Over 90,000	
1.5"		0-185,000	Over 185,000	
2"		0-300,000	Over 300,000	
3"		0-600,000	Over 600,000	
4"		0-935,000	Over 935,000	
6"		0-1,865,000	Over 1,865,000	
Commercial Year Round		\$7.72 per 1,000 gals	\$11.95 per 1,000 gals	
3/4"		0-150,000	Over 150,000	
1"		0-300,000	Over 300,000	
1.5"		0-500,000	Over 500,000	
2"		0-750,000	Over 750,000	
3"		0-1,200,000	Over 1,200,000	
4"		0-1,700,000	Over 1,700,000	
6"		0-1,700,000	Over 1,700,000	
All users except construction & Commercial between November & May	\$7.72 per 1,000 Gals			
Construction Water	\$256.11 Monthly Base Rate	\$10.15 per 1,000 gals		1-Jul-15

Class	Meter Size	Base Rate	Meter Price
Residential	3/4"	\$44.07	\$699.13
	1"	\$59.49	\$803.53
	1.5"	\$70.55	\$1,143.18
multi-family/ commercial/irrigation	3/4"	\$57.29	\$699.13
	1"	\$96.94	\$803.53
	1.5"	\$207.08	\$1,143.18
	2"	\$431.84	\$2,022.05
	3"	\$1,123.75	\$2,392.10
	4"	\$2,040.32	\$4,168.33
	6"	\$3,846.10	\$6,485.09
	8"	\$6,623.31	\$9,740.19

B: Proposed Rates (Excluding Surcharge, See Table in Recommendation1)

TYPE						
Single Family Residential	BLOCK 1 \$5.60 per 1,000 gals	BLOCK 2 \$8.98 per 1,000 gals	BLOCK 3 \$9.44 per 1,000 gals	BLOCK 4 \$12.24 per 1,000 gals	BLOCK 5 \$14.59 per 1,000 gals	BLOCK 6 \$25.50 per 1,000 gals
3/4" - 2"	0-5,000 5=\$28.00	5,001-15,000 10=\$89.80	15,001-25,000 10=\$94.40	25,001-35,000 10=\$122.40	35,001-55,000 20=\$291.80	55,001-Beyond
Multi-Family Residential	BLOCK 1 \$6.63 per 1,000 gals	BLOCK 2 \$8.98 per 1,000 gals	BLOCK 3 \$14.59 per 1,000 gals	BLOCK 4 \$22.47 per 1,000 gals		
3/4"	0-10,000	10,001-36,000	36,001-80,000	Over 80,000		
1"	0-17,000	17,001-57,000	57,001-120,000	Over 120,000		
1.5"	0-30,000	30,001-100,000	100,001-200,000	Over 200,000		
2"	0-48,000	48,001-160,000	160,001-320,000	Over 320,000		
3"	0-96,000	96,001-320,000	320,001-640,000	Over 640,000		
4"	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000		
6"	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000		
Irrigation	BLOCK 1 \$8.98 per 1,000 gals	BLOCK 2 \$14.59 per 1,000 gals				
3/4"	0-56,000	Over 56,000				
1"	0-90,000	Over 90,000				
1.5"	0-185,000	Over 185,000				
2"	0-300,000	Over 300,000				
3"	0-600,000	Over 600,000				
4"	0-935,000	Over 935,000				
6"	0-1,865,000	Over 1,865,000				
Commercial	BLOCK 1 \$7.87 per 1,000 gals	BLOCK 2 \$12.19 per 1,000 gals				
3/4"	0-150,000	Over 150,000				
1"	0-300,000	Over 300,000				
1.5"	0-500,000	Over 500,000				
2"	0-750,000	Over 750,000				
3"	0-1,200,000	Over 1,200,000				
4"	0-1,700,000	Over 1,700,000				
6"	0-1,700,000	Over 1,700,000				
Construction Water	\$261.23 Monthly Base Rate	\$10.56 per 1,000 gals				1-Jul-16

Class	Meter Size	Base Rate	Meter Price
Single Family Residential	3/4"	\$44.95	\$713.11
Single Family Residential	1"	\$60.68	\$819.60
Single Family Residential	1.5"	\$71.96	\$1,166.04
Multi-Family/Commercial	3/4"	\$58.44	\$713.11
Multi-Family/Commercial	1"	\$98.88	\$819.60
Multi-Family/Commercial	1.5"	\$211.22	\$1,166.04
Multi-Family/Commercial	2"	\$440.48	\$2,062.49
Multi-Family/Commercial	3"	\$1,146.23	\$2,439.94
Multi-Family/Commercial	4"	\$2,081.13	\$4,251.70
Multi-Family/Commercial	6"	\$3,923.02	\$6,614.79
Multi-Family/Commercial	8"	\$6,755.78	\$9,934.99
Irrigation	3/4"	\$64.28	\$713.11
Irrigation	1"	\$108.77	\$819.60
Irrigation	1.5"	\$232.34	\$1,166.04
Irrigation	2"	\$484.52	\$2,062.49
Irrigation	3"	\$1,260.85	\$2,439.94
Irrigation	4"	\$2,289.24	\$4,251.70
Irrigation	6"	\$4,315.32	\$6,614.79



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

The software used to create the Council packet, to live stream the meeting audio, and to take meeting minutes has now developed an iPad app for Council, staff and citizen use. The features include annotations such as highlighting, text strike-through, stamp graphics, drawing on meeting documentation and navigating through annotations already made. Another feature is a touch scroll to allow easy page navigation within the packets. Pop up note pads for each item can be typed on, and when you exit out of the note pad, a colored bar will appear next to the item to help you remember that you made notes with regard to that item.

Respectfully:

Michelle Kellogg, City Recorder



City Council Staff Report

Subject: City Council Packet App for iPads
Author: Michelle Kellogg, City Recorder
Department: Executive
Date: June 2, 2016
Type of Item: Staff Communications Report

Summary Recommendation

Council should download the WeGovern app for a more convenient method of viewing and marking up the City Council packets.

Executive Summary

The software company IMQ2, the maker of MinuteTraq, the software used to create the Council packet, to live stream the meeting audio, and to take meeting minutes, has now developed an iPad app for Council, staff and citizen use. The features include annotations such as highlighting, text strike-through, stamp graphics, drawing on meeting documentation and navigating through annotations already made. Another feature is a touch scroll to allow easy page navigation within the packets. Pop up note pads for each item can be typed on, and when you exit out of the note pad, a colored bar will appear next to the item to help you remember that you made notes with regard to that item.

The Opportunity

Since this app is directly from the software company that provides the packet on the website, I believe it will be more user-friendly and will be easier to navigate than downloading the packet into iAnnotate before beginning your review.

Background

A link has been provided for you to view a five minute demonstration of this app.
<https://vimeo.com/165972315>

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Download the WeGovern App and begin reviewing all packets from this app.

Pros

- a. It will be easier to navigate since the app is made by the software company that the City uses to create the Council packets.

Cons

- a. You may be comfortable using the iAnnotate format.

- 2. Null Alternative:** Continue to use iAnnotate

Pros

Council members already know this application

Cons

May miss an opportunity to utilize an application that you may prefer

Instructions

- Install WeGovern from the App Store
- For Entity, type in Park City, UT
- Please contact me for your User ID and Password
- Select the meeting you want to review, then select download
- Test out the different features and contact me if you have any questions!

Department Review

Legal

Executive



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Miner's Plaza Reconstruction Project

On April 14, 2016 staff updated Council in a manager's report the schedule for Main Street projects for 2016. The focus was for the Miners Park Reconstruction and the design and engineering of the Main Street (Brew Pub) Plaza. It was a unanimous decision of the group and supported by Alison Kuhlow-Butz and the HPCA to recommend postponing construction of the sidewalks between 4th Street and Treasure Mountain until the spring of 2017. The design work on the sidewalks will be completed in the next few weeks.

On May 19, 2016 staff updated the Council on the design and budget for the Miner's Plaza project. Council had some concerns on the design and budget. Based on the comments the project team met to discuss the direction and the impacts to the project schedule. It was determined that the design and approval process would not allow the project to be bid until August of 2016. This would significantly impact the schedule for construction. The project team is recommending postponing the construction of Miner's Plaza until the Spring of 2018. The team felt the impacts would be too great to proceed with the Brew Pub, the sidewalks between 4th Street and Brew Pub, and the Miner's Plaza projects all at the same time in 2017. By delaying the construction of Miner's until 2018, there will be a definitive understanding of the Brew Pub budget and construction costs. Alison Kuhlow-Butz and the HPCA have supported proceeding with the Brew Pub plaza prior to Miner's Plaza.

Miner's Plaza – Newly Revised (best case) Schedule	Start Date	Finish Date
Construction Documents	3-3-16	6-13-16
Council Direction		6-9-16
HDDR Application - Approval	6-10-16	7-06-16
Building Dept. Plan Check	7-7-16	7-29-16
PCMC & Architect Bid Project	7-14-16	8-9-16
Council Award		8-18-16
Contract finalization		8-26-16
Mobilize for Construction – LOD fence, storm protection...	9-6-16	
Construction Substantial Completion		1-20-17

Respectfully:

Matthew Twombly, Senior Project Manager



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the minutes for May 10, 2016, and May 12, 2016. Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder



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

May 10, 2016

CALL TO ORDER

The Council of Park City, Summit County, Utah, met in open meeting on May 10, 2016, at 4:00 p.m. in the City Council Chambers.

ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present

Council Member Henney moved to close the meeting to discuss property and litigation at 4:05 p.m. Council Member Beerman seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

IX. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



**PARK CITY COUNCIL MEETING MINUTES
445 MARSAC AVENUE
PARK CITY, UTAH 84060**

May 12, 2016

The Council of Park City, Summit County, Utah, met in open meeting on May 12, 2016, at 2:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property, personnel and litigation at 2:04 p.m. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

CLOSED SESSION

Council Member Beerman moved to adjourn from Closed Meeting. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

WORK SESSION

Mayor Pro Tem Beerman opened the meeting at Mayor Thomas' request, and noted Mayor Thomas would be in shortly.

Council Questions and Comments:

Council Member Henney stated he attended a County, City and School District joint meeting, and indicated that he was very impressed that the School District was aligning its priorities with the City's priorities. The School District was now part of the team considering the Master Recreation Facilities Plan, and was also committed to the LED light bulb switch challenge. They were also involved in the Eats Program, which would bring whole foods into the schools. It was important to him to see all the stakeholders in the community united in their efforts to accomplish great things. He also attended Mountainlands Community Housing Trust Board meeting, where he spoke to the group about the City's land acquisition of the Woodside and Bonanza properties, noting that these properties would be used to build affordable housing.

Mayor Thomas arrived at 3:23 p.m.

Council Member Henney stated he also attended the City Service Awards dinner and it was nice to see those dedicated and committed City employees. He went to see the

1 Cars vs. Bikes film at the Santy Auditorium, and also attended a Transportation
2 Taskforce meeting, in which they were still discussing a funding mechanism for the
3 transportation projects. He also spoke about having a discussion with regard to Park
4 City Mountain using the name Park City, and requested that this item be discussed at a
5 future work meeting.

6
7 Council Member Gerber stated she attended some of the same meetings as Council
8 Member Henney. She also attended a Peace House meeting, and noted they were
9 engaged in a capital campaign and would break ground in February. Part of the project
10 would be constructing modular housing for victims. She attended a Summit Lands
11 breakfast and listened to Scott Sampson speak. She also attended a Planning
12 Commission meeting, where she saw a plan for Bonanza Park.

13
14 Council Member Worel indicated she attended a joint Public Art Advisory Board and
15 Summit County Art Advisory Board meeting, and noted they were working on public art
16 policies. They also discussed the need to inventory the art in the City. She attended the
17 bike fair before the Cars vs. Bikes film, and she also met with Sarah Pearce and Council
18 Member Gerber to discuss Sundance. Pearce expressed her gratitude for all that staff
19 had done over the years to make Sundance a success. Council Member Worel also
20 indicated that she met with the Arts and Culture group.

21
22 Council Member Matsumoto stated she attended the County, City and School District
23 joint meeting, and noted Alfred Knotts, Transportation Planning, updated the group on
24 the SR248 project. She and Council Member Beerman also attended a meeting on
25 Sundance. She thanked staff for all the hard work they did for the City.

26
27 Council Member Beerman stated he went to the final Mountain Accord meeting for this
28 phase. There were two transportation studies in place and a trails plan that was being
29 worked on. A federal land bill, which would create a national recreation area, had also
30 been written and given to Summit County's Congressional Representative to hopefully
31 be considered by Congress. Council Member Beerman also attended the City Service
32 Awards dinner, and stated it was fantastic for those being recognized for their longevity
33 with the City. He attended a Conservation Alliance breakfast, where they focused on
34 open space, and he attended the Bikes vs. Cars film, which he thought was great, and
35 noted one third of the attendees biked or walked to this event.

36
37 Mayor Thomas stated he attended the County, City and School District joint meeting as
38 well. He also had a Park City Advocates meeting about those living in poverty in this
39 community. He stated the group was determined to make progress with regard to
40 affordable housing and daycare. He also attended the Service Awards dinner, and
41 noted that a fun time was had by all. Mayor Thomas stated he was also a member of a
42 panel discussion at a United States Ski and Snowboard Association (USSA) meeting,
43 where the values of the community were discussed.

Capital Improvement Project Budget Overview:

Nate Rockwood, Capital Budget Manager, presented this item. He stated Transit projects would be discussed at a future date. He also indicated the Capital Improvement Projects (CIP) committee was present tonight, and he explained the criteria the committee used to determine approval of a capital project, including if the project would meet the objectives of the City, consideration of the project being a “need versus a want,” whether there was a previous investment in a similar project, and the environmental impact of the requested project.

Rockwood displayed the major projects in the five-year CIP: the reconstruction of Park Avenue from Heber Avenue to Empire Avenue/Deer Valley Drive Intersection, a recreation building in City Park, Kimball Junction Transit Center, a Parks building, a Golf building, Prospector drain, soil repository, housing projects, downtown projects, downtown plazas, Old Town Infrastructure Study (OTIS), water projects, water energy projects, storm water projects, Streets and Water maintenance building, security projects, building permit issuance software, a guardrail along a section of Royal Street and Deer Valley Drive, and the McPolin Barn Seismic Upgrade.

It was indicated that these projects would include \$278 million in recommended funding. Affordable housing accounted for \$40 million, over \$70 million was allocated for water projects, \$22 million was dedicated for projects that would be transferred from the General Fund, and over \$70 million in debt would be secured over the next five years to cover the balance of the projects. Rockwood stated there was \$7 million budgeted for ongoing capital replacements. He displayed slides covering the projects with their associated costs, and showed the list of projects that were not approved for the five-year CIP.

Council Member Beerman asked about replacing irrigation lines. Rockwood stated a lot of infrastructure went into that project so water usage could be controlled. The current budgeted funds would be used to maintain that system.

Rockwood reviewed the projects with their associated costs. He also explained the projects that would be funded through the Resort Communities Sales Tax, including the Historic Park City/Main Street and Downtown projects, OTIS, open space, storm drain improvements, Deer Valley Drive Phase II, Park Avenue and housing projects.

Council Member Beerman stated he hoped some of this sales tax revenue might be earmarked for the City's critical priorities, but he saw that not all of these approved projects involved the critical priorities. Council Member Matsumoto asked if the street projects could be placed under OTIS. Matt Cassel, City Engineer, stated he didn't know how far into the future the Council would want to bump out the OTIS projects. Cassel stated he had been working on rotted storm drains in downtown and felt the City was on borrowed time with regard to replacing the system on Park Avenue. Council Member Beerman asked that staff consider moving this project to OTIS and reprioritizing the

1 projects within that category. Council Member Henney asked if the Park Avenue
2 reconstruction project cost totaled the \$4.5 million as shown tonight. Cassel indicated
3 the \$4.5 million would cover the street component, sidewalks, curb and gutter, and soil,
4 but the project would have more costs from other funding sources.

5
6 Council Member Beerman stressed the critical priorities were underfunded, and he
7 questioned the urgency of other projects. Mayor Thomas stated the community had an
8 expectation that the City would keep its infrastructure running, so he felt some things
9 were necessary. Council Member Beerman asked why Park Avenue had only recently
10 become a high priority. Council Member Matsumoto stated she thought the Park
11 Avenue project should be done. Council Member Henney agreed with Council Member
12 Beerman, noting that he would like a more extensive conversation on this project as
13 well as the other OTIS projects. The downtown improvements were discussed. Council
14 Member Henney asked to revisit this funding as well.

15
16 Rockwood reviewed the Lower Park RDA, including a new recreation building at the
17 City Park. He stated he would come back to a future meeting to discuss the funding
18 from Resort Communities Sales Tax for the Brew Pub Plaza, OTIS, Park Avenue and
19 Main Street.

20
21 **Discuss Speed Limit Analysis in Park City:**

22 Steven Arhart and Matt Cassel, Engineering, presented this item. Arhart stated the
23 speed limit was set based on road configuration. He referred to case studies in Boston,
24 Massachusetts, and Telluride, Colorado. Boston reduced speed limits as a safety
25 measure to prevent fatalities. Telluride installed a roundabout and a raised crosswalk to
26 slow down traffic. Arhart reviewed the data collected for Park City's roads, and
27 concluded that the current speed limits in the City were safe. Council Member Beerman
28 felt safety was a concern and thought community development and transit should weigh
29 in on the data. He also thought Park City was not a typical city and felt lowering the
30 speed limits could be an incentive to get cars off the roads. Ann Laurent, Community
31 Development, stated she could come back with further recommendations for traffic
32 calming. Cassel stated one City goal was to narrow streets in order to slow down traffic.
33 In the three to four years since this goal has been implemented, only a few streets had
34 been narrowed, and over time, more roads would continue to be narrowed.

35
36 Council Member Henney stated he understood that when speed limits were reduced, it
37 wouldn't change the speed that vehicles travel. He hoped that lowering the speed limit
38 would at least get motorists to slow down moderately if not completely to the newly
39 posted speed limit. Council Member Gerber felt lowering the speed limits would just
40 punish motorists because as a result they would receive more tickets. She thought other
41 traffic calming incentives might be a better option to help drivers slow down. Arhart
42 indicated if the speed limit was lowered there would be a larger gap between the fast
43 speeders and the slow drivers. Mayor Thomas felt that speeding was a problem that
44 needed to be discussed further. Council Member Worel thought there should be an

1 educational component to get the speeds lowered. Council Member Matsumoto had not
2 heard concern from the public with regard to speed limits.

3
4 Cassel stated that the speed limit discussion went to the Neighborhood Traffic
5 Management Program (NTMP), and he received a lot of feedback from this group.
6 Council Member Beerman stated he would like to have further discussion on this topic.
7 Foster recommended having a study session with different departments and the public.
8 Knotts indicated that transit was concerned that a lower speed limit would result in bus
9 delays and performance time. He noted this was a policy issue, and thought lowering
10 speed limits would increase walkability, lower noise levels, etc. He thought police should
11 be involved in the discussion as well since increased enforcement would be needed.

12
13 **Discuss the Subscriber Solar Program:**

14 Ann Ober, Sustainability, Bina Skordas, Public Utilities, and Chad Ambrose, Rocky
15 Mountain Power (RMP), presented this item. Ober explained the Subscriber Solar
16 Program. She felt that up to 50% of the energy cost of a meter would be saved by
17 having solar energy assigned to that meter. Some concerns were discussed, which
18 included the City could not install its own micro-hydro or solar systems within three
19 years of committing to this RMP solar program. Ober explained that if the City pulled out
20 of the program completely before the three year contract period, the City would need to
21 pay up to \$32,000.

22
23 Council Member Henney was concerned about reserving solar blocks before
24 determining the meters they would be assigned to. Ober stated the benefit of this
25 change was that it would bump up renewable energy to 35% of the City's energy
26 portfolio. She asked if there was a financial threshold for determining the amount of
27 renewable energy to reserve. Council Member Henney was in favor of acting
28 aggressively in obtaining renewable energy.

29
30 Council Member Gerber asked Ambrose how quickly RMP would be bringing on new
31 phases of solar energy. Ambrose stated RMP was constantly working to acquire
32 renewable energy and when this phase was full, a second phase would commence.
33 Council Member Gerber asked if residents that had solar panels would be eligible to
34 subscribe to this program. Ambrose stated those on a net meter would not be eligible.
35 Council Member Worel asked if Phase Two would be built in the same location as
36 Phase One. Ambrose stated that would depend on the levelized cost of energy goals. It
37 could be in the same location or further south. Council Member Matsumoto asked how
38 much this program would change the City's energy cost. Ober stated as of now,
39 subscribing to this solar program would not increase the cost, and would actually reduce
40 the cost by \$16,000. Council Member Matsumoto was in favor of buying into this
41 program. Council Member Beerman stated he too was in favor of being aggressive in
42 investing in solar energy. Foster asked if Ober could come back with information on
43 buying enough solar to put the City at a 50%-60% renewable energy portfolio. Ober
44 stated she could come back in two weeks with those figures.

1 **Victim Advocacy Program Update:**

2 Malena Stevens, Victims Advocate, presented this item. She reported that all City and
3 County police officers and sheriff's deputies were trained on lethality assessments in
4 domestic violence incidents. She referred to her staff report on domestic violence
5 statistics.
6

7 Council Member Beerman asked how the domestic violence numbers compared to prior
8 years. Stevens stated the reporting had changed from semi-annual to quarterly reports.
9 She had seen the number of incidents increase every quarter, but noted the outreach
10 had been more effective. Council Member Matsumoto asked how the community knew
11 about the Victim Advocacy Program. Stevens stated she attended the health fair and
12 hoped to go back on the radio to remind the community of this service. She also
13 referred hesitant victims to non-profit organizations such as the Peace House and the
14 Peoples Health Clinic, where they could also receive help with domestic violence
15 issues.
16

17 **Discuss Creekside Water Treatment Plant Building Site Relocation, Within Lot 2**
18 **of the City-Owned Property at Creekside Park Along Holiday Ranch Loop Road:**

19 It was indicated this item would be discussed during the Regular Meeting.
20

21 **Discuss Proposed Storm Water Utility and New Storm Water Fee Calculation**

22 **Methodology:**

23 Jason Christensen and Clint McAfee, Water Department, presented this item. He
24 stated staff's recommendation was to charge \$6 per Equivalent Surface Unit (ESU) for a
25 Storm Water Fee.
26

27 Council Member Henney asked what part of the \$6 fee would attribute to being MS4
28 compliant. Christensen referred to the March 24th staff report, and stated \$2.50 per ESU
29 would go to MS4 compliance. The remainder of the fee would go for operational costs.
30 Council Member Henney recalled Council's direction was to charge the entire fee to the
31 user, and asked if the City could only charge \$2.50, which was the MS4 portion of the
32 fee. Council Member Matsumoto stated in previous conversations, it was decided that
33 the operational part of the fee would be paid by the residents as well, so the City could
34 use the Resort Sales Tax revenue for other areas.
35

36 Christensen stated the other \$3.50 would be used to increase the level of service, which
37 would mean that there would be scheduled maintenance instead of reactionary
38 maintenance. It would also provide for a vactor truck, have proactive cleanings and
39 inspections, etc. He confirmed that the Council had decided that the Storm Water Fee
40 would be self-contained and cover the capital expenses through its revenue, instead of
41 depending on the Resort Sales Tax revenue. McAfee stated the MS4 was estimated to
42 be higher than \$2.50 so the extra cost would blend with the cost requirements of the
43 MS4 over time.
44

1 Council Member Beerman asked if parts of the \$6 fee were optional. McAfee stated the
2 MS4 and maintenance would blend together and would be required under the MS4
3 regulations, but noted the fee itself was optional. Council Member Matsumoto asked
4 how common storm water fees were in different cities. Christensen stated among MS4
5 cities, having a fee was very common. Council Member Worel asked if there was a
6 problem with the infrastructure. McAfee stated there were deteriorating pipelines, non-
7 existent pipelines, etc.

8
9 Mayor Thomas opened the meeting for public comment.

10
11 Todd Hauber, Park City School District Business Administrator, stated that as a School
12 District, he would like to recommend that the Council look at State Code 13.6.7, where
13 government entities were exempt from being required to pay this fee. He indicated the
14 School District was a government entity and requested an exemption. He also noted on
15 some of the school property, storm water drained into a creek and he hoped
16 adjustments would be made for existing infrastructure.

17
18 McAfee stated the costs to the City were City-wide, and they had done their best to
19 allocate the fee fairly to all. He explained they had calculated an average fee for
20 residential units, and for commercial units a computation based off of aerial images was
21 used to determine the fee. If a customer felt the fee was unjustified, they could come in
22 and the property would be considered on an individual basis. He also noted they offered
23 credits for units that had green infrastructure.

24
25 Lee Whiting, President of Claim Jumper Condominium Association, stated this per unit
26 fee would increase the HOA budget by \$2,000 per year. He indicated the property was
27 flat and had grass, trees and spongy soils. He hoped these factors would be taken into
28 account.

29
30 Stan Jones, small business owner, cautioned the Council that this new utility would be a
31 hardship on business owners, and noted that he might rip out his asphalt parking lot if
32 the fee was too much of a burden.

33
34 Christensen stated the initial set up would charge one ESU per unit, but if that did not
35 work for a specific situation such as multi-family housing, that property could be looked
36 at for possible adjustments.

37
38 Mayor Thomas closed the public comment portion of the meeting.

39
40 Council Member Gerber asked if the fee could be scaled. McAfee stated the Master
41 Plan listed a set of projects and the budget was based on maintaining those projects.
42 Council Member Henney stated the appeal process should be implemented as soon as
43 possible. He asked if the operating costs associated with the MS4 upgrade were wants
44 or needs. McAfee stated replacing deteriorating pipes was a need. At an operations

standpoint, the City needed to maintain the infrastructure. The want was to provide the higher level of service by complying with the MS4 requirements. He stressed that the \$6 fee was a need. Council Member Matsumoto stated the fee was fair because there would be a community-wide benefit.

Council Member Beerman stated ultimately the utility should stand on its own without subsidies. He asked if there was a better way to stage all the fee increases with water, transit, storm water, etc., and suggested charging the \$2.50 to users now and then increasing the fee over the years until the entire cost was borne by the user. Council Member Worel stated a priority was having an affordable community, so she supported a graduated fee. Council Member Gerber agreed and felt it would be a good opportunity for people to begin finding ways to mitigate the costs and usage. Council Member Matsumoto felt this utility was important, and she wanted it to be equitable for all users. She was fine with phasing this fee over time, but felt having the City subsidize a portion of the fee would impact other projects that were being planned.

Nate Rockwood stated he would come back to Council to discuss this fee further next week. Council Member Henney indicated he could support a phased fee as long as the end result was having the user pay the fee. He asked if the Land Management Code (LMC) addressed a surface for parking lots. Bruce Erickson stated the parking lots had to be hard surface, but exemptions were allowed in some areas for porous surfaces. He noted most parking lots were noncompliant with the LMC.

REGULAR MEETING

I. ROLL CALL

II. Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Tom Daley	Assistant City Attorney	Present
Matt Dias	Assistant City Manager	Present
Michelle Kellogg	City Recorder	Present

II. NEW BUSINESS

1. Deer Valley Resort End of Ski Season Recap 2015-2016:

Bob Wheaton stated he was pleased with the average snowfall year. He paid tribute to Stein Eriksen, noting his loss this past year. Wheaton reviewed the events held at Deer Valley, noting that worldwide ski events were held there. Some challenges the resort faced were weather related, with very high winds during President's week. As a result,

1 over a thousand trees were down. He indicated the staff made him proud from their
2 commitment to deal with the challenges while maintaining the customer service
3 component of their jobs. He extended his appreciation to the Transit Department for
4 helping move the delayed skiers from different points on the mountain. He traveled the
5 world and had seen many ski resorts and had never seen a relationship between a
6 resort and a municipality like Deer Valley and Park City, and expressed his appreciation
7 for the good relationship between the two entities.

8
9 Wheaton explained the Mayflower Project that would include 1,200 housing units and
10 many ski runs. He felt this project would help with traffic because people could park on
11 that side of the ridge and get on a lift from that side of the mountain. That being said, he
12 knew that visitors would want to experience Park City Main Street and the rest of the
13 City.

14
15 The summer plan for the resort included having a flow trail, which was a green oriented,
16 beginner trail for mountain bikers. Mayor Thomas thanked Wheaton for his support with
17 hosting Courchevel delegates this past February.

18
19 **III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

20 **Municipal Code Online:**

21 Foster explained that the municipal code, which had been on the website as a PDF,
22 was now online and searchable, which helped staff and the public find desired topics
23 more easily.

24
25 **Discuss Creekside Water Treatment Plant Building Site Relocation, Within Lot 2**
26 **of the City-Owned Property at Creekside Park Along Holiday Ranch Loop Road**
27 **(Continued from Work Session Agenda):**

28 Jay Glazier and Michelle DeHaan, Water Department, and Alison Butz, Historic Park
29 City Alliance, presented this item. Glazier reviewed that in December a site for a water
30 treatment plant had been approved. Since then, the wetlands on the site had presented
31 a problem for this building. So the site was reevaluated and he now recommended
32 moving the site further back on the same lot, which would make the new building
33 adjacent to the restroom area of the park. Glazier indicated this location would have the
34 least impact on the site.

35
36 The Council agreed on the new location for the water treatment plant.

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

39 No comments were given.
40

41 **V. CONSIDERATION OF MINUTES**

42 **Consideration of a Request to Approve the City Council Meeting Minutes from**
43 **April 14, 2016, and April 28, 2016:**

Council Member Henney moved to approve the City Council Meeting minutes from April 14, 2016, and April 28, 2016. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VI. NEW BUSINESS (CONTINUED)

1. Consideration to Approve Resolution 11-2016, a Resolution to Celebrate “Historic Preservation Month” During the Month of May:

Anya Grahn, Planning, presented this item and requested that the Council support this resolution.

Council Member Henney moved to approve Resolution 11-2016, a resolution to celebrate “Historic Preservation Month” during the month of May. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

3. Consideration of the Acquisition of a Portion of 1251 Kearns Boulevard (The Yard), of Approximately 2.29 Acres in the Tentative Amount of \$6,000,000:

Jonathan Weidenhamer, Sustainability, Nate Rockwood, Capital Budget Manager, and Alfred Knotts, Transportation Planning, presented this item. Weidenhamer explained that Knotts had been studying the parking supply in the Bonanza Park area. This contract would allow a due diligence process through November 1, 2016. The City had the responsibility to pay a \$60,000 down payment until the sale is final. He stated that pursuing this opportunity would help meet the City's critical priorities with regard to transportation and housing.

Rockwood stated the monies for this purchase would be taken from the Transit Fund. If housing is constructed on the property, money from the Housing Fund would be used. Whatever the property was used for, the funds would be adjusted to reflect the percentage of use. Knotts stated it was recommended that this property have a mixed-use component.

Council Member Henney stated he had heard nothing but support with regard to the purchase for this purpose, and he was happy to see progress in achieving the City's critical priorities. Mayor Thomas stated in talking to others, they were excited for the intended residential component of this property purchase.

Mayor Thomas opened the meeting for public input.

1 Lee Whiting, President of the Claim Jumper Condominium Association, stated the
2 condos had been good neighbors for many years. They were affordable housing units in
3 a commercial district. He had objections to the speed in which the decision to purchase
4 this parcel had been made because the public had not been informed of all the merits of
5 this project. He was concerned about attracting future condo buyers if these condos
6 were located next to transit, a large parking lot, trash, etc. He also expressed concern
7 that the housing would be vertical, putting his condos in the shadow of such buildings.
8 Another concern was a planned 1,000 car parking lot for this parcel.

9
10 Mark Fischer, explained that the agreement was to enter into a five-month due diligence
11 period, so there was a lot of time to work on the details. He indicated this contract was
12 nonbinding until November 1st.

13
14 Ronnie Wedig, spoke on behalf of Jesse Shetler, who is the owner of No Name Saloon.
15 He read a statement that indicated there was a parking problem next to Shetler's
16 businesses. He noted that parking spaces had disappeared over the years and he
17 thanked the Council for providing more parking through this purchase.

18
19 Mayor Thomas closed the public input portion of the meeting.

20
21 Council Member Matsumoto addressed Whiting's concern by explaining the public
22 process with this item, indicating the Council wanted this long process so that there
23 would be ample time for public input. Council Member Beerman felt this was a strong
24 step forward for these priorities. He knew this was important and supported this
25 purchase. Council Member Gerber agreed. Council Member Worel stated she agreed
26 with Council Members Henney and Beerman, and indicated she was excited to start the
27 public input process. Mayor Thomas stated the process between now and November
28 would be critical and the public would have many opportunities to participate.

29
30 Whiting asked how the stakeholders were identified, because his group wasn't notified.
31 Knotts stated a small group of direct property owners that might be amenable for the
32 purchase of those properties were contacted. He indicated four to five workshops had
33 been held on the Bonanza Plan. Foster stated staff did contact Recycle Utah and a few
34 other entities as well.

35
36 Mayor Thomas asked Knotts if that site would accommodate 1,000 parking spaces.
37 Knotts stated 1,000 spaces would only be available if parking was the only objective for
38 this property. With housing also being considered for the parcel, the planned parking
39 spaces would be far less.

40
41 Council Member Henney moved to approve the acquisition of a portion of 1251 Kearns
42 Boulevard (The Yard), for \$60 per square foot. Council Member Worel seconded the
43 motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

4. Consideration of Ordinance 2016-20, an Ordinance Approving the 100 Daly Avenue Plat Amendment Located at 100 Daly Avenue, Park City, UT Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney:

Ashley Scarff, Planning Department, reviewed the plat amendment application.

Mayor Thomas opened the meeting for a public hearing. No comments were given.
Mayor Thomas closed the public hearing.

Council Member Gerber stated the pictures on Pages 140-141 of the Council packet showed a narrow street, and she felt a discussion on parking in that area might be appropriate for a future date.

Council Member Beerman moved to approve Ordinance 2016-20, an ordinance approving the 100 Daly Avenue Plat Amendment located at 100 Daly Avenue, Park City, Utah, pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney. Council Member Matsumoto seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

5. Consideration of a Request to Continue a Public Hearing on an Ordinance Approving an Extension of the Approval of the Ontario Mine Bench Subdivision, Located at 7700 Marsac Avenue, Park City, Utah:

Mayor Thomas opened the meeting for a public hearing. No comments were given.
Mayor Thomas closed the public hearing.

Council Member Matsumoto moved to continue a public hearing on an ordinance approving an extension of the approval of the Ontario Mine Bench Subdivision, located at 7700 Marsac Avenue, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: CONTINUED

Next: 6/9/2016 6:00 p.m.

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

6. Consideration of a Request to Continue a Public Hearing on an Ordinance Approving an Extension of Approval of the Lot 1 Ontario Mine Bench

Condominium Record of Survey Plat, Located at 7700 Marsac Avenue, Park City, Utah:

Mayor Thomas opened the meeting for a public hearing. No comments were given.
Mayor Thomas closed the public hearing.

Council Member Matsumoto moved to continue a public hearing on an ordinance approving an extension of approval of the Lot 1 Ontario Mine Bench Condominium Record of Survey Plat, located at 7700 Marsac Avenue, Park City, Utah. Council Member Henney seconded the motion.

RESULT: CONTINUED

Next: 6/9/2016 6:00 p.m.

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VII. Adjournment

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Executive Summary

Park City's Building Maintenance Department oversees the maintenance and upkeep of over 52,323 square feet, housed in twenty-two (22) municipal buildings, including 55 restrooms. If approved this Agreement would include daily cleaning services, annual deep cleaning, emergency response and special event cleaning services throughout the City.

City facilities have seen a significant increase in usage over the past few years. Remodels of structures such as the Library and Education Center (2015), the addition of the PCMARC (2012), Quinn's Water Treatment Plant (2011) and the Police Facility (2007) have increased in both square footage and the amount of cleaning required.

Compass Property Services is the City's current cleaning contractor. Currently we have been on a month-to-month contract since expiration of their contract in 2010. The contract was not re-bid as the City analyzed the costs of providing these services in-house. Once the Affordable Care Act was enacted, it became clear in-house janitorial cleaning staff was not a viable, cost effective option due to the increased cost of staffing.

In April 2016 a 'Request for Proposals' was issued. Mandatory walk-throughs were conducted with ten (10) potential bidders attending. After the mandatory walk through only three (3) bid proposals were received. The low bid was from BuzyBee Cleaning and Maintenance in the amount of \$295,515.74 annually, which includes \$13,615 for Special Event cleaning costs. The proposed contract is for 3-years, with an optional 2-year extension. An annual 3% Consumer Price Index increase is included in the terms of the contract.

When the current cleaning contractor submitted their proposal, they also issued the City a 30-Day Notice of cancellation of services unless they were awarded the contract. The current cleaning contractor's bid was the high bid, and their last date of providing cleaning services for the City is June 10, 2016.

The City has benefited from a month-to-month contract with the current contractor over the past few years. All bids received were higher than currently budgeted. Building Maintenance is currently working with the Budget Dept. to ensure funding for the contract, which will be presented to Council for the Final Budget. This contract shows

the City's commitment to maintaining the quality, cleanliness and usability of our buildings for years to come.

Respectfully:

Blake Foncesbeck, Public Works Director



City Council Staff Report

Subject: Janitorial Cleaning Services
Author: Mike Lennon, Building Maintenance Supervisor
Blake Fannesbeck, Transit and Public Works Director
Department: Building Maintenance
Date: June 2nd, 2016
Type of Item: Administrative

Summary Recommendation

Council should consider authorizing the City Manager to enter into a three (3) year Service Provider/Professional Services Agreement with BuzyBee Cleaning and Maintenance for janitorial cleaning services for the City's twenty-two (22) municipal buildings/facilities in the amount of \$295,515.00 per year in a form approved by the City Attorney.

Executive Summary

Park City's Building Maintenance Department oversees the maintenance and upkeep of over 52,323 square feet, housed in twenty-two (22) municipal buildings, including 55 restrooms. If approved this Agreement would include daily cleaning services, annual deep cleaning, emergency response and special event cleaning services throughout the City.

City facilities have seen a significant increase in usage over the past few years. Remodels of structures such as the Library and Education Center (2015), the addition of the PCMARC (2012), Quinn's Water Treatment Plant (2011) and the Police Facility (2007) have increased in both square footage and the amount of cleaning required.

Compass Property Services is the City's current cleaning contractor. Currently we have been on a month-to-month contract since expiration of their contract in 2010. The contract was not re-bid as the City analyzed the costs of providing these services in-house. Once the Affordable Care Act was enacted, it became clear in-house janitorial cleaning staff was not a viable, cost effective option due to the increased cost of staffing.

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When the current cleaning contractor submitted their proposal, they also issued the City a 30-Day Notice of cancellation of services unless they were awarded the contract. The current cleaning contractor's bid was the high bid, and their last date of providing cleaning services for the City is June 10, 2016.

The City has benefited from a month-to-month contract with the current contractor over the past few years. All bids received were higher than currently budgeted. Building Maintenance is currently working with the Budget Dept. to ensure funding for the contract, which will be presented to Council for the Final Budget. This contract shows the City's commitment to maintaining the quality, cleanliness and usability of our buildings for years to come.

Acronyms

CPS	Compass Property Services
PCMC	Park City Municipal Corporation
RFP	Request for Proposals

The Problem

Park City Municipal Corporation has seen growth in the number of facilities it manages over the past 15 years. Additionally, as high-quality facilities are added and/or remodeled, usage of these facilities has increased. Cleaning costs, supplies, and labor have increased, making a month-to-month contract unsustainable. Entering into a long-term agreement for cleaning services is important to maintaining our current levels of service, including deep cleaning and response to increased Special Event needs. Currently Building Maintenance has a current budget \$193,800 for cleaning services in Fiscal 2016. The actual estimated costs for cleaning in the current fiscal year will be around \$225,000 due to increases in the Library needs. The low bid that we received is \$295,515.

Background

- The Janitorial Cleaning Services Request For Proposal was published in the Park Record, Deseret News and Salt Lake Tribune 4/16/16, 4/23/16, 4/27/16 and 4/30/16.
- A mandatory walk-through of the City's 22 facilities was conducted on May 3, 2016.
- Ten companies attended the walk-through.
- Three (3) proposals were received by the bid deadline of 5/13/16.
- Interviews of candidates were held May 16 – 19, 2016 in order to clarify items in bid proposals and references were called for feedback on cleaning services.
- The evaluation and selection committee members are:
 - Mike Lennon, Building Maintenance Supervisor
 - Blake Fonnesbeck, Park City Transit and Public Works Director
 - Jessica Brannigan, Public Works Administration

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Authorize the City Manager to execute a contract with BuzyBee Cleaning Services, in a form approved by the City Attorney, for Janitorial Cleaning Services (attached)

Pros

- a) This will allow an uninterrupted, continuous supply of high quality cleaning services to City facilities and buildings
- b) Provides increased ability to staff and respond to Special Event cleaning needs.
- c) Maintain the City's high standards, including deep cleaning, as they pertain to the public's perception of the cleanliness and usability of City facilities and buildings.

Cons

- a) There are no negative impacts to Council's Priorities or Desired Outcomes.

- 2. Null Alternative:** Council does not approve the contract, and subsequent budget increase, which would leave Park City Municipal Corporation without janitorial cleaning services as of June 10, 2016.

Pros

- a) Would not require increase to Building Maintenance fiscal 2016 – 2017 budget.

Cons

- a) Severely limits Building Maintenance's ability to maintain cleanliness and usability of City facilities.
- b) Will result in employees absorbing janitorial cleaning need, or facilities could receive NO janitorial services until a new contractor is found.
- c) Will negatively impact Special Events, as cleaning services cannot be offered to event organizers.
- d) May result in negative public perception and enjoyment of City facilities.

- 3. Other Alternatives?** The City can reserve its right to modify or cancel the terms of the Request for Proposals and/or the Scope of Services, and re-bid.

Pros

- a) Could result in decreased cost proposals.
- b) Could result in a smaller increase to Building Maintenance fiscal 2016 – 2017 budget, if levels of service are cut.

Cons

- a) Will be without a Janitorial Service Provider as of June 10, 2016.
- b) Will negatively affect levels of service provided to City facilities and Special Events.
- c) Current bids will become invalid and create time delays to re-bid.
- d) New bids could come in higher.

Analysis

The City oversees numerous high-quality facilities, which are seeing increasingly heavy usage, and require the level of services proposed by entering into an Agreement for Janitorial Cleaning Services with BuzyBee Cleaning and Maintenance. The proposed Agreement will maintain Park City Municipal Corporations commitment to usability and enjoyment of City facilities for both residents and visitors. Without this approval we will see deterioration in the cleanliness and appearance, increased maintenance, and overall life of City maintained buildings and facilities.

Proposals were evaluated based on their responsiveness to the bid requirements, past experience providing janitorial cleaning services, and price.

BuzyBee Cleaning and Maintenance is a highly qualified General Contractor, and has the demonstrated ability to provide quality dependable cleaning services. After analyzing the cost estimate and evaluating the remaining proposal, the Evaluation Committee recommends award of the contract to BuzyBee Cleaning.

Department Review

Building Maintenance, Public Works, the City Manager's Office, the City Attorney's Office, and Budget & Grants have reviewed this staff report.

Funding Source

The Building Maintenance budget in the General Fund.

Attachments

- Attachment 1: Request For Proposals: Janitorial Cleaning Services
- Attachment 2: Summary of Bids Received

REQUEST FOR PROPOSALS

JANITORIAL CLEANING SERVICES



Park City Municipal Corporation

P.O. Box 1480

Park City, UT 84060

ISSUED

Monday, April 18th

NOTICE REQUEST FOR PROPOSALS

Janitorial Cleaning Services

PROPOSALS DUE: **1:00 PM, Friday, May 6th 2016**, Public Works Department, 1053 Iron Horse Drive, Park City, UT 84060. Submittals after deadline will NOT be considered.

PROJECT NAME: **Janitorial Cleaning Services**

RFP AVAILABLE: **Monday, April 18th 2016** at Public Works Building, 1053 Iron Horse Drive, Park City or www.parkcity.org

MANDATORY WALK THROUGH: **1:00 PM, Tuesday, May 3rd 2016** at Miners Hospital Community Center located at 1354 Park Avenue, Park City, UT 84060.

PROJECT LOCATION: Twenty-two (22) municipal buildings located throughout Park City, Utah 84060.

PROJECT DESCRIPTION: Qualified contractors will submit a proposal to provide: janitorial services for twenty-two (22) City municipal buildings, approximately 52,323 square feet which includes 55 restrooms, as described in Scope of Services, including on-call, emergency response and special events.

PROJECT TERM: The term of this agreement shall be for three (3) years, with the City's sole option to renew for an additional two (2) years.

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

QUESTIONS: All questions must be submitted in writing before **12:00 Noon on May 5th 2016** to Project Manager **Michael Lennon – Building Maintenance Supervisor** at mlennon@parkcity.org or by fax 435-615-4904.

Park City Municipal Corporation reserves the right to cancel or modify the terms of the RFP and/or the Scope of Services at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

GENERAL INFORMATION

I. Introduction

Park City Municipal Corporation is soliciting proposals for janitorial cleaning services at twenty-two (22) City municipal buildings. All municipal buildings combined include approximately 52,323 square feet including 55 restrooms.

II. Purpose of Project

Park City is a resort community, serving both residents and visitors, and host of numerous annual special events. Park City Municipal Corporation is seeking qualified janitorial service providers to provide daily cleaning services at the twenty-two (22) City municipal buildings, as well as supplementary janitorial services during special events, when City facilities see higher than normal usage. We consider our facilities the “Jewels of the City” and take great pride in the appearance of our buildings. First impressions are important, and we expect our facilities to shine. Attention to detail, quality control, dependability and a commitment to upholding City standards are paramount.

III. Scope of Project

A detailed Scope of Services is provided in Exhibits A, B, and C. The term of this agreement shall be for three (3) years, with the City’s sole option to renew for an additional two (2) years.

IV. Bid Proposal Schedule

The following schedule is anticipated for awarding this project. Park City Municipal Corporation reserves the right to change any dates or deadlines related to the bid submittal process. If a change occurs, all recipients of the Janitorial Cleaning Services RFP will be notified.

RFP advertised	Friday, April 16th 2016
RFP available	Monday, April 18th 2016 at Public Works Building, 1053 Iron Horse Drive, Park City or www.parkcity.org
Mandatory Walk-through	1:00 PM on Tuesday, May 3rd 2016 at Miners Hospital Community Center located at 1354 Park Avenue, Park City, UT 84060.
Proposals Due	1:00 PM, Friday, May 6th 2016 at Public Works Department, 1053 Iron Horse Drive, Park City, UT 84060. Submittals after deadline will NOT be considered.
Evaluation	May 6th through May 12th 2016
Selection Date	It is anticipated that a decision will be made on or before May 13th 2016 . Building Maintenance may request interviews with selected contractor(s) prior to final award.
City Council Approval	Expected on or about May 19th 2016 .

BID PROPOSAL REQUIREMENTS AND CONTENT

I. Proposal Content/Selection Criteria

Proposals will be evaluated on the criteria listed below:

- a. The variety of Scope of Services to be offered and the cost to be charged to the City.
- b. The ability of the contractor to provide all cleaning service after business hours, except when designated differently in the Scope of Service.
- c. The demonstrated professional experience of the contractor, including any prior experience with the City.
- d. The demonstrated financial responsibility and business viability of the contractor.
- e. The general attitude, ability and apparent willingness of the contractor to cooperate and fulfill the City's requirements.
- f. Overall content of proposal.
- g. Past customer service history.
- h. Acceptance of the terms contained in the Park City's Service Provider Agreement , including insurance requirements
- i. The City will supply paper products, soap and trash can liners.
- j. Estimated emergency response time(s).
- k. Ability to meet cleaning needs of facilities during Special Events.
- l. Ability of staff to pass current criminal and sex offender background checks (Minor misdemeanors are acceptable (i.e. traffic violation, etc.).

Proposals must include, but are not limited to the following:

- a. A detailed statement of the number of staff and cleaning hours the services and programs the contractor intends to provide for each building. Statements should include the type of cleaning to be provided, as well as deep cleaning services to be provided weekly, monthly, quarterly and yearly. Statement should include the ability of contractor to supply staff for special events and for any additional cleaning services outside of agreed upon hours/duties for a specific location.
- b. The cost to be charged for said services and programs, submitted on Bid Schedules via Exhibits A, B, C and D. Costs should include hourly rates for: Holidays, Special Events, Emergency (1-2 hour notice) and Additional Cleaning Services outside of agreed upon hours/duties for a specific location.
- c. A detailed list of all labor, equipment, cleaning supplies, and any overhead costs involved, such as 24-hour emergency response, communication devices, facility management software, insurance, secretarial and vehicle costs.
- d. List of guaranteed emergency response time(s) for the twenty-two (22) buildings.
- e. A detailed "Statement of Business Experience" to include the following:
 - i. The contractor's prior experience in the operation of a business that provides janitorial cleaning services.

- ii. Years of professional cleaning experience.
 - iii. A detailed Financial Statement for the past two (2) years.
 - iv. List of at least three (3) references from clients who have received similar services, as listed in the Scope of Services, from the contractor.
- f. Copy of the Certificate of Worker's Compensation Insurance, Park City Business License, and any other license that maybe required and certificate of liability insurance naming Park City Municipal Corporation as additional insured and with limits required in Park City's Provider Service Agreement).
- g. Any other elements that bidder would recommend, and the costs to be charged for each.

II. Park City Municipal Corporation will agree to:

- a. Provide a project coordinator to oversee the contract and to act as a City contact.
- b. Provide information to the selected contractor, as needed, in order for contractor to meet the obligations set forth in the RFP in a timely and satisfactory manner.
- c. Cover the cost of finger printing and criminal background checks for all contracted personnel. (Minor misdemeanors are acceptable (i.e. traffic violation, etc.).
- d. Provide notification to the contractor of the results of personnel background checks.
- e. Supply contractor with paper products, soap and trash can liners.
- f. Supply the contractor with building alarm codes, keys and room access key cards, if applicable.
- g. Supply Photo ID badges for all janitorial cleaning personnel.
- h. Provide advance notice to the contractor if the terms of this agreement have/will change (i.e. period of cleaning services, special events, etc.).
- i. Provide contractor with an email address for submitting daily reports and reporting building damage and other non-emergencies.

III Contractor will be required to:

- a. Attend a mandatory walk-through presentation of each city facility with the Building Maintenance Supervisor to be held on **Tuesday, May 3rd 2016 at 1:00 PM** at Miners Hospital Community Center located at 1354 Park Avenue, Park City, UT 84060.
- b. Enter into Park City's Standard Service Provider Agreement in a form approved by the City Attorney (a copy of which is attached hereto).
- c. Participate in current criminal and sex offender background checks and fingerprints for all contracted personnel.
- d. Wear ID badges while cleaning all City municipal buildings.
- e. Check-in at the front desk prior to cleaning the Police Building.
- f. Provide all cleaning services after business hours, except where designated differently in the Scope of Service.
- g. Provide an on-call 24 hour/7days-per-week phone number that Building Maintenance can call for emergencies, as well as for additional cleaning needs.
- h. Provide daily and weekly reports to the Project Supervisor of all janitorial services completed via Building Maintenance's designated email. The location and start/stop times of cleaning shall be included on the report. Daily reports should include updates on cleaning/paper

supply status of each location (example: Paper supplies are low). For weekly reports, the period starts on Monday and ends on Sunday, and reports are due Mondays by 10:00am.

- i. Be responsible for reporting any broken fixtures, building damages, leaks or other items needing attention or repair to the Building Maintenance Department. Water leaks and emergencies shall be communicated by calling the Building Maintenance On-Call phone line (435) 615-5655. All other non-urgent items should be communicated via email to Building_Maintenance_Mail@parkcity.org.

IV. Payment Criteria Policy:

The City reserves the right to refuse payment for services that have not been performed by the contractor. The City will request in writing a refund and/or an updated invoice with uncompleted services deducted from the original invoice.

In the event that Contractor fails to complete all of the work required within the time limits set within the Scope of Services, then for each partial or complete day which the work remains uncompleted thereafter, , the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)** which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

V. Subject to Change:

Agreed upon Janitorial Cleaning Services are subject to change, which includes, but is not limited to the following conditions:

- a. Periods of service may increase/decrease by day(s) or week(s).
- b. Additional cleaning services may be required of contractor (i.e. additional areas or locations, special events, etc.).

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

VI. Third Parties

If Bidder utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

VII. Park City Municipal Standard Service Provider Contract

The successful bidder is required to enter into, and comply with, Park City's standard Service Provider Agreement in a form approved by the City Attorney, including all insurance provisions. A draft copy of that Agreement is attached to this Request for Proposal.

- It is the City's express desire to enter into a Service Provider Agreement which includes all services necessary for the project, whether or not the services are specifically outlined in the RFP.
- Signature on an offeror's proposal acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Provider Service Agreement, as the selected offeror will be required to comply with its' requirements.
- If offeror takes exception to any term or condition set forth in this proposal and/or the Sample Provider Service Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award process. All questions about the insurance requirements or indemnification language found in Paragraphs 7 and 8 of the sample contract must be resolved prior to submitting an SOQ.** Any questions not resolved prior to the close of the bid window will not be considered. The City shall be the sole determiner of the acceptability of any exception.
- If there is a conflict between the written and numerical amount, the written amount shall supersede.

VIII. Submittal Delivery:

- A. To be considered, submit **3 copies** of your Proposal, no more than 200 pages, including completed Bid Schedules for Exhibits A, B, C and D in a sealed envelope clearly marked:

"PROPOSAL FOR JANITORIAL CLEANING SERVICES"
To: Park City Municipal Corporation
ATTENTION: Mike Lennon, Building Maintenance Supervisor
- B. Proposals must be received at the Park City Public Works Building, 1053 Iron Horse Drive, Park City, UT 84060 no later than **1:00 PM, Friday, May 6th 2016.**
- C. If submitting by mail, submit to:

Park City Municipal Corporation
ATTENTION: Mike Lennon, Building Maintenance Supervisor
P.O. Box 1480
Park City, Utah 84060
- D. Email and facsimile submittals will not be accepted.
- E. Park City assumes no responsibility for delayed or undelivered mail or express packages. Additionally, the use of a FTP site to download the SOQ/Proposal will not be considered responsive. Proposals which are not delivered to Park City by the above specified time and date will not be considered.

IX. Preparation of Proposals

- A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.
- B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

X. Qualifications/Proposal Information

- A. Discussions with Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. Park City's policy, subject to federal, state, and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection of Proposals. The City reserves the right to reject any and all proposals received for any reason and disqualify incomplete or late proposals. Proposals lacking required information will not be considered. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFQ.
- E. Scope of Services. The City reserves the right to change the nature or scope of the project generally described in the RFP without the need to repeat the formal solicitation process.
- F. City's Best Interest. The City reserves the right to take any steps deemed necessary to act in the City's best interest.

- G. GRAMA. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA § 63G-2-309, as amended.
- H. Proposal Term. Proposals shall be good for six months from submittal deadline.
- I. Reservation of Rights. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.
- J. Local Support. Park City Municipal Corporation's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- K. Price may not be the sole deciding factor.

XI. Confidentiality

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that is submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated. The City generally considers proposals and all accompanying material to be public and subject to disclosure.

Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied. The City cannot guarantee that any information will be held confidential. Under Section 63-2-309 of the Government's Records Access and Management Act, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or protected, and will notify the offeror of such determination. The offeror is entitled under the Government's Records Access and Management Act to appeal an adverse determination. The City is not obligated to notify the offeror of a request, and will not consider a claim of confidentiality, unless the offeror's claim of confidentiality is made in a timely basis and in accordance with the Government's Records Access and Management Act.

Scope of Services – Exhibit A

Janitorial Bid 1. Police Facility on SH 224 – 2060 Park Avenue

All cleaning to be completed five (5) days per week, Sunday through Thursday after 5:00 PM and before 10:00 PM.

Daily Cleaning Projects:

RESTROOMS/LOCKER ROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Clean and disinfect showers
- Wipe down lockers, partitions and walls

INTERIOR COMMON AREAS – CORRIDORS, ENTRANCE, LOBBY, STAIRS, DISPATCH AREA AND ENTRY DESK AREA:

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Vacuum or sweep, mop and disinfect stairways and clean handrails
- Clean and disinfect doorknobs and water fountains
- Clean entry doors interior glass windows and spot clean all interior glass windows

KITCHEN AREA:

- Clean tables, counter tops and sink/(s)
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors

ELEVATOR/(S):

- Vacuum or sweep, mop and disinfect hard surfaced floors
- Polish stainless steel, wipe down walls and doors, and disinfect buttons

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 6,000 sq. feet of hard surface flooring
- 976 sq. feet of carpeting
- 12 toilets
- 3 urinals
- 12 sinks
- 3 counter tops with sinks
- 8 mirrors
- 2 water fountains
- 1 cigarette container
- Trash removal
- Walls, windows and doors

Janitorial Bid 2.

Transit Center – 558 Swede Alley

All cleaning to be completed seven (7) days per week by 7:00 AM.

During Peak Season (Dec. 1st – April 1st and June 1st – Labor Day) all cleaning to be completed seven (7) days per week, twice per day. First cleaning to be completed by 7:00 AM daily. Second cleaning to be completed between 2:00 PM and 4:00 PM daily.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

INTERIOR COMMON AREAS – CORRIDORS, ENTRANCE AND STAIRS:

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Vacuum or sweep, mop and disinfect stairways and clean handrails
- Clean and disinfect benches
- Clean and disinfect doorknobs and water fountains
- Clean entry doors interior glass windows and spot clean all interior glass windows

ELEVATOR/(S):

- Vacuum or sweep, mop and disinfect hard surfaced floors
- Polish stainless steel, wipe down walls and doors, and disinfect buttons

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 265 sq. feet of stairs and landings
- 2488 sq. feet of tile
- 280 sq. feet of the entrances
- 8 toilets
- 4 urinals

- 8 sinks
- 4 vanity tops
- 4 mirrors
- 2 drinking fountains
- Trash removal
- Walls, windows and doors

Janitorial Bid 3.

Marsac Building – 445 Marsac Avenue

All cleaning to be completed five (5) days per week. Cleaning to be completed after 5:00 PM Sunday through Tuesday, and after 10:00 PM Wednesday and Thursday.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

INTERIOR COMMON AREAS – CORRIDORS AND RAMPS

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Vacuum or sweep, mop and disinfect stairways and clean handrails
- Clean and disinfect doorknobs and water fountains
- Clean entry doors interior glass windows and spot clean all interior glass windows

CONFERENCE ROOM

- Vacuum all carpeting, including mats, if applicable
- Clean conference table
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans

COUNCIL / COURT ROOM

- Vacuum all carpeting, in and around furniture, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans

ENTRANCES

- Sweep, mop and disinfect hard surfaced floors
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Clean entry doors interior glass windows and spot clean all interior glass windows

KITCHEN AREA:

- Clean tables, counter tops and sink/(s)
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors

ELEVATOR/(S):

- Vacuum or sweep, mop and disinfect hard surfaced floors

- Polish stainless steel, wipe down walls and doors, and disinfect buttons

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 2,810 sq. feet hard surface flooring
- 5,357 sq. feet of carpet
- 4 water fountains
- 13 toilets
- 4 urinals
- 10 sinks
- 6 mirrors
- 5 vanity tops
- Trash removal

Janitorial Bid 4.

Library Center – 1255 Park Avenue

All cleaning to be completed seven (7) days per week, after 10:00 PM.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, countertops, faucets, rails, sinks, toilets, and urinals
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

INTERIOR COMMON AREAS – CORRIDORS, ENTRANCE AND STAIRS:

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Vacuum or sweep, mop and disinfect stairways and clean handrails
- Clean and disinfect doorknobs and water fountains
- Clean entry doors interior glass and spot clean all interior glass

SANTY AUDITORIUM

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop and disinfect hard surfaced floors

ELEVATOR/(S):

- Vacuum or sweep, mop and disinfect hard surfaced floors
- Polish stainless steel, wipe down walls and doors, and disinfect buttons

LIBRARY – INTERIOR

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop and disinfect hard surfaced floors

LIBRARY READING ROOMS – LEVEL 2

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable

LIBRARY STUDY ROOMS 1 - 8 – LEVEL 2

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable

STORYTIME ROOM – LEVEL 1

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable

YOU CREATE LAB(S) – LEVEL 1

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable

KID'S MOUNTAIN READING AREA – LEVEL 1

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable

MEETING ROOMS 101, 201 AND 301 (TWO times per week, Tuesday and Friday)

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Clean and disinfect countertops and sink
- Vacuum all carpeting, including mats, if applicable

NORTH & SOUTH CONFERENCE ROOMS (TWO times per week, Tuesday and Friday)

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable

SANTY AUDITORIUM COMMUNITY SPACE (FOUR times per week, Fri./Sat./Sun/Wed.)

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable

KITCHEN – 3RD FLOOR (ONE time per week, Mondays)

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Vacuum all carpeting, including mats, if applicable
- Sweep, mop and disinfect hard surfaced floors

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:**APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:**

- 16,052 sq. feet of carpet
- 8,198 sq. feet of hard surface flooring
- 1,974 sq. feet of carpet (Santy Auditorium)
- 1,320 sq. feet of carpet (Meeting Rooms 101,201, and 301)
- 24 toilets
- 9 urinals
- 12 sinks
- 6 vanity tops
- 6 mirrors
- 3 drinking fountains

- Trash removal
- Walls, windows and doors

Janitorial Bid 5.

Farm Shed on HWY 224 – 3000 Park Avenue

Cleaning to be completed two (2) times per week, Monday and Friday, by 8:00 AM.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wash and disinfect toilet partitions and walls

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Monthly Cleaning Projects:

STAINED CONCRETE FLOOR:

- Sweep, mop and disinfect stained concrete floor only once a month.

RESTROOMS:

- Clean walls and light switches as needed
- Perform High Dusting
- Brush and clean air vents

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 900 sq. feet of floor
- 5 toilets
- 2 urinals
- 4 sinks
- 2 vanity tops
- 2 mirrors
- 1 water fountain
- Trash removal
- Walls, windows and doors

Janitorial Bid 6.

Miners Hospital – 1354 Park Ave.

All cleaning to be completed two (2) nights per week, Sunday and Wednesday, after 5:00 PM.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

INTERIOR COMMON AREAS – CORRIDORS, ENTRANCES AND STAIRS:

- Vacuum all carpeting on first and second floors – vacuum other areas as needed
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean entry doors and glass

OFFICES:

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans

KITCHEN AREA:

- Clean tables, counter tops and sink/(s)
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors

MEETING ROOMS:

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Dust all furniture and table tops

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Weekly Cleaning Projects:

RESTROOMS:

- Scrub hard surfaces and flooring, as needed
- Wipe down and disinfect ceramic tile walls and toilet compartment partitions

COMMON AREAS: CORRIDORS AND STAIRS:

- Perform high dusting and low dusting (baseboards, etc.)
- Fill floor drains with water and disinfectants to prevent sewer smells.

KITCHEN AREA:

- Scrub hard surface flooring if necessary.

Cleaning Areas:**APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:**

- 3,036 sq. feet of carpet
- 192 sq. feet carpeted stairs
- 335 sq. feet of tile floors
- 3 toilets
- 3 sinks
- 2 counter tops
- 2 vanity tops
- 3 mirrors
- 5 table tops
- Trash removal
- Walls, windows and doors

Janitorial Bid 7.

PC MARC – 1200 Little Kate Road

All cleaning to be completed seven (7) nights per week after 10:00 PM

Daily Cleaning Projects:

RESTROOMS / LOCKER ROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Clean and disinfect showers
- Check sauna and clean
- Wipe down toilet partitions and walls

INTERIOR COMMON AREAS – CORRIDORS, LOBBIES, STAIRS, OFFICES AND ENTRY DESK:

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors, except aerobic room floor
- Sweep, light mop and disinfect rubber gym floor
- Vacuum or sweep, mop and disinfect stairways and clean handrails
- Wipe down lockers
- Clean and disinfect doorknobs
- Clean entry doors interior glass windows and spot clean all interior glass windows

NOTE: Please do **not clean, dust or wipe down any gym equipment (i.e. treadmills, elliptical, weights, etc.).*

COMMON OFFICE AREAS – KITCHEN AREA, MEETING AREA, OFFICES AND OFFICE RESTROOM (cleaning on Sunday ONLY):

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Clean tables, counter tops and sink/(s)
- Sweep, mop and disinfect hard surfaced floors

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 5,525 sq. feet of carpet
- 2,230 sq. feet of tile
- 21 sinks
- 4 urinals
- 2 counter tops / 4 tables
- 8 vanity tops
- 19 toilets
- 16 mirrors
- Water fountains
- Trash Removal

Janitorial Bid 8.

Parks and Golf Building – 1800 Three Kings Drive

All cleaning to be completed three (3) nights per week, Monday, Wednesday and Friday, after 5:00 PM, from approximately November 1st to April 1st. Offices on Fridays ONLY.

All cleaning to be completed five (5) nights per week, Monday through Friday, after 5:00 PM, from approximately April 1st to November 1st. Offices on Fridays ONLY.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

INTERIOR COMMON AREAS – BREAK ROOM AND OFFICES:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean tables and counter tops
- Clean and disinfect doorknobs
- Clean entry doors interior glass windows and spot clean all interior glass windows

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 152 sq. feet of hard surface flooring
- 1 break room
- 4 tables
- 2 toilets
- 1 urinal
- 2 sinks
- 1 counter top
- 2 vanity tops
- 2 mirrors
- Trash removal
- Walls, windows and doors

Janitorial Bid 9.

Public Works Building – 1053 Iron Horse Drive

All cleaning to be completed seven (7) days per week, after 5:00 PM, from approximately November 1st to April 1st.

All cleaning to be completed five (5) days per week, after 5:00 pm, Sunday through Thursday, from approximately April 1st – November 1st.

Daily Cleaning Projects:

RESTROOMS/LOCKERS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors and lockers
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Clean and disinfect showers
- Wipe down partitions and walls

INTERIOR COMMON AREAS – CORRIDORS, ENTRANCE AND STAIRS:

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Vacuum or sweep, mop and disinfect stairways and clean handrails
- Clean and disinfect doorknobs and water fountains
- Clean entry doors interior glass windows and spot clean all interior glass windows

COMMON OFFICE AREAS – ADMIN ENTRY DESK, OFFICES (all three levels), AND TRAINING ROOM (cleaning on Tuesday and Thursday ONLY):

- Vacuum all carpeting, including mats, if applicable
- Sweep, mop and disinfect hard surfaced floors
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Wipe down tables and counters
- Clean and disinfect doorknobs and water fountains
- Clean entry doors interior glass windows and spot clean all interior glass windows

BREAK ROOM/KITCHEN:

- Vacuum all carpeting, including mats, if applicable
- Sweep, mop and disinfect hard surfaced floors
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Clean tables, counter tops and sink/(s)
- Clean and disinfect doorknobs

GARAGE BREAK ROOM (20 sq. foot area, Sunday thru Thursday ONLY):

- Sweep hard surfaced floor area
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans

ELEVATOR/(S):

- Vacuum or sweep, mop and disinfect hard surfaced floors
- Polish stainless steel, wipe down walls and doors, and disinfect buttons

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Monthly Cleaning Projects:**RESTROOMS/LOCKERS:**

- Scrub all hard surfaces and flooring
- Clean walls and light switches, as needed
- Perform high dusting, brush and clean air vents

Cleaning Areas:**APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:**

- 500 sq. feet of carpeted stairs and landings
- 1,800 sq. feet of carpeted office main floor
- 2,300 sq. feet of carpeted office (Upstairs – Tech Services)
- 1,396 sq. feet of slate floor office
- 516 sq. feet of hard surface hallways
- 264 sq. feet of hard surface office (2)
- 820 sq. feet in break room with 7 tables
- 546 sq. feet of locker room
- 240 sq. feet of break room for mechanics
- 7 toilets / 2 urinals
- 5 sinks
- 4 vanity tops
- 4 mirrors
- 2 drinking fountains
- 1 cigarette container
- Trash removal
- Walls, windows and doors

Janitorial Bid 10.

Spiro Water Building – 1884 Three Kings Drive

Cleaning to be completed on Thursdays, starting at 7:00 AM and ending no later than 8:00 AM.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

INTERIOR COMMON AREAS – BREAKROOM, ENTRANCE AND OFFICES:

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Vacuum or sweep, mop and disinfect stairways and clean handrails
- Clean and disinfect doorknobs and water fountains
- Clean entry doors interior glass windows and spot clean all interior glass windows

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 500 sq. feet of carpet
- 28 sq. feet of vinyl floor
- 2 toilets
- 2 sinks
- 2 vanity tops
- 2 mirrors
- 1 water fountain
- 1 cigarette container
- Trash removal
- Walls, windows and doors

Janitorial Bid 11.

Miners Plaza Restrooms – 415 Main Street

All cleaning to be done seven (7) days per week by 7:00 AM

During Peak Season (Dec.1st – April 1st and June 1st – Labor Day) all cleaning to be done seven (7) days per week, twice per day. First cleaning to be completed by 7:00 AM daily. Second cleaning to be completed between 2:00 PM and 4:00 PM daily.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

ADDITIONAL ITEMS:

- Clean and disinfect water fountains (exterior fountains seasonal, six months only)
- Spot cleaning
- Check and report on any maintenance issues
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 225 sq. feet of tile floor
- 4 toilets
- 2 urinals
- 4 sinks
- 2 vanity tops
- 2 mirrors
- 1 drinking fountain
- Trash removal
- Walls, windows and doors

Janitorial Bid 12.

Museum Restrooms – 528 Main Street

All cleaning to be done seven (7) days per week by 7:00 AM.

During Peak Season (Dec.1st – April 1st and June 1st – Labor Day) all cleaning to be done seven (7) days per week, twice per day. First cleaning to be completed by 7:00 AM daily. Second cleaning to be completed between 2:00 PM and 4:00 PM daily.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

INTERIOR COMMON AREAS – CORRIDORS AND STAIRS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Vacuum or sweep, mop and disinfect stairways and clean handrails
- Clean and disinfect doorknobs and water fountains (exterior fountains seasonal, six months only)
- Clean entry doors and interior glass windows

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 298 sq. feet of tile floor
- 4 toilets
- 2 urinals
- 4 sinks
- 2 vanity tops
- 2 mirrors
- 2 drinking fountains
- Trash removal
- Walls, windows and doors

Janitorial Bid 13A.

Recreation Center – 1400 Sullivan Road

All cleaning to be done five (5) nights per week Sunday through Thursday, after 6:00 PM, from approximately April 1st to November 1st, depending on weather conditions.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

INTERIOR COMMON AREAS – CORRIDORS, CONCESSION AREA, ENTRANCE, AND MEETING ROOM:

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean tables, counter tops and sink/(s)
- Clean and disinfect doorknobs
- Clean entry doors interior glass windows and spot clean all interior glass windows

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 1500 sq. feet of carpet
- 800 sq. feet of vinyl floor
- 256 sq. feet of tile floors
- 2 toilets
- 2 sinks
- 2 vanity tops
- 2 mirrors
- Trash removal
- Walls, windows and doors

Janitorial Bid 13B.

Recreation Center Restrooms – 1400 Sullivan Road

All cleaning to be done seven (7) nights per week, by 7:00 AM, from approximately April 1st to November 1st, depending on weather conditions.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

ADDITIONAL ITEMS:

- Clean and disinfect water fountains (exterior fountains seasonal, six months only)
- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 405 sq. feet of public restrooms tile floors
- 8 toilets
- 4 urinals
- 8 sinks
- 2 vanity tops
- 2 mirrors
- 2 water fountains
- Trash removal
- Walls, windows and doors

Janitorial Bid 14.

South End Park Restrooms – 1352 Park Avenue

All cleaning to be done seven (7) nights per week, by 7:00 AM, from approximately April 1st to November 1st, depending on weather conditions.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

ADDITIONAL ITEMS:

- Clean and disinfect water fountains (exterior fountains seasonal, six months only)
- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 380 sq. feet of cement floor
- 6 toilets
- 2 urinals
- 4 sinks
- 2 vanity tops
- 2 mirrors
- 1 drinking fountains
- Trash removal
- Walls, windows and doors

Janitorial Bid 15.

Middle School Restrooms – 2270 Kearns Boulevard

All cleaning to be done three (3) days per week, Monday, Wednesday and Friday, by 7:00 AM, from approximately April 1st to November 1st, depending on weather conditions.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

ADDITIONAL ITEMS:

- Clean and disinfect water fountains (exterior fountains seasonal, six months only)
- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 330 sq. feet of cement floor
- 4 toilets
- 2 urinals
- 2 vanity tops
- 2 sinks
- 2 mirrors
- 2 drinking fountains
- Trash removal
- Walls, windows and doors

Janitorial Bid 16.

High School Restrooms – 1750 Kearns Boulevard

All cleaning to be done three (3) days per week, Monday, Wednesday and Friday, by 7:00 AM, from approximately April 1st to November 1st, depending on weather conditions.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

ADDITIONAL ITEMS:

- Clean and disinfect water fountains (exterior fountains seasonal, six months only)
- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 330 sq. feet of cement floor
- 2 vanity tops
- 2 sinks
- 2 mirrors
- 4 toilets
- 2 urinals
- 2 drinking fountains
- Trash removal
- Walls, windows and doors

Janitorial Bid 17.

Quinn's Restrooms – 300 FJ Gillmor Way

All cleaning to be done seven (7) days per week, by 7:00 AM, from approximately April 1st to November 1st, depending on weather conditions.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

ADDITIONAL ITEMS:

- Clean and disinfect water fountains (exterior fountains seasonal, six months only)
- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 480 sq. feet of cement floor
- 6 toilets
- 2 urinals
- 3 sinks
- 2 vanity tops
- 2 mirrors
- 4 water fountains
- Trash removal
- Walls, windows and doors

Janitorial Bid 18.

Quinn's Maintenance Building – 425 FJ Gilmore Way

All cleaning to be done two (2) nights per week, Monday and Wednesday, AFTER 5:00 PM.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

INTERIOR COMMON AREAS – BREAK ROOM AND OFFICE:

- Vacuum all carpeting, including mats, if applicable
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean tables, counter tops and sink/(s)
- Clean and disinfect doorknobs
- Clean entry doors interior glass windows and spot clean all interior glass windows

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 210 sq. feet of cement floor
- 1 break room
- 1 table
- 1 toilet
- 2 sinks
- 1 toilet
- 1 vanity tops
- 1 mirror
- Trash removal

Janitorial Bid 19.

Rotary Park Restrooms – Pay Day Drive

All cleaning to be done seven (7) days per week, by 7:00 AM, from approximately April 1st to November 1st, depending on weather conditions.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

ADDITIONAL ITEMS:

- Clean and disinfect water fountains (exterior fountains seasonal, six months only)
- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 170 sq. feet of cement floor
- 2 toilets
- 1 urinals
- 2 sinks
- 2 vanity tops
- 2 mirrors
- 1 drinking fountain
- Trash removal
- Walls, windows and doors

Janitorial Bid 20.

Creekside Park Restrooms – 2392 Holiday Ranch

All cleaning to be done seven (7) days per week, by 7:00 AM, from approximately April 1st to November 1st, depending on weather conditions.

Daily Cleaning Projects:

RESTROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

ADDITIONAL ITEMS:

- Clean and disinfect water fountains (exterior fountains seasonal, six months only)
- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 288 sq. feet of cement floor
- 3 toilets
- 1 urinals
- 4 sinks
- 4 mirrors
- 2 drinking fountains
- Trash removal
- Walls, windows and doors

Janitorial Bid 21.

China Bridge Elevator – 350 Swede Alley

All cleaning to be done seven (7) days per week.

Daily Cleaning Projects:

ELEVATOR/(S):

- Vacuum or sweep, mop and disinfect hard surfaced floors
- Polish stainless steel, wipe down walls and doors, and disinfect buttons

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 30 sq. feet of floor
- Trash removal
- Walls, windows and doors

Janitorial Bid 22.

Quinn's Water Treatment Plant –

2800 Richardson Flat Road

Cleaning to be completed on Thursdays, starting at 8:00 AM and ending no later than 9:30 AM.

Daily Cleaning Projects:

LAB

- Vacuum or sweep, mop and disinfect hard surfaced floors

UPSTAIRS BATHROOMS:

- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Sweep, mop and disinfect hard surfaced floors
- Clean and disinfect all restroom fixtures, dispensers, faucets, rails, sinks, toilets, and urinals
- Clean and disinfect all countertops and doorknobs
- Clean mirrors
- Wash and disinfect underside of all toilets
- Restock all paper products and soap
- Wipe down partitions and walls

OFFICES

- Vacuum or sweep, mop and disinfect hard surfaced floors
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean trash cans
- Clean and disinfect water fountain

ADDITIONAL ITEMS:

- Spot cleaning
- Check and report on any maintenance issues (i.e. low on paper products, soap, etc.)
- All janitorial closets are to be kept clean, sanitary and have proper MSDS Book

Cleaning Areas:

APPROXIMATE SQUARE FOOTAGE INCLUDES THE FOLLOWING:

- 1502 sq. feet hard surface flooring
- 3 toilets
- 1 urinal
- 3 mirrors
- 3 sinks
- 2 showers
- 1 water fountain
- Trash removal (9 trash cans)

Scope of Services – Exhibit B

Deep Cleaning Standards All City Municipal Buildings

All cleaning to be done on a weekly, monthly, quarterly, and yearly basis as specified below on all buildings. NOTE: This should be calculated into costs submitted on Bid Schedule – Exhibit A.

Weekly Cleaning Projects:

ALL AREAS:

- Edge vacuum all carpeted areas, including corners and under desks
- Clean stairway risers, ledges and dust handrails, if applicable
- Spot clean stains on all hard surfaced floors and walls
- Dust all hard surfaces, including bookshelves, cabinets, chairs, file cabinets, tables and walls
- Wipe down and disinfect doorknobs and light switches
- Clean entry doors (interior and exterior sides), including kick plates
- Clean all interior glass windows thoroughly, including window seals and ledges

RESTROOMS:

- Damp clean and polish partition walls and doors thoroughly
- Damp wipe partition tops
- Wipe down and disinfect ceramic tile walls, if applicable

Monthly Cleaning Projects:

ALL AREAS:

- Restore finish on all non-carpeted hard surfaced floors
- Damp wipe all hard surfaces, including bookshelves, cabinets, chairs, file cabinets, tables and walls
- High dusting of picture frames, mirrors, and hanging light fixtures
- Low dusting of baseboards and window ledges
- Fill floor drains with at least one gallon of water and disinfect to prevent sewer smells
- Dust all air vents

KITCHEN:

- Damp wipe tops of break room appliances, including refrigerators and microwaves
- Wipe fronts of all cabinetry

Quarterly Cleaning Projects:

ALL AREAS:

- Buff and high gloss finish all non-carpeted hard surfaced floors, except the Farm Shed
- Dust and clean all venetian and vertical blinds, if applicable
- Brush and clean all air vents

Yearly Cleaning Projects:

ALL AREAS:

- Strip and wax all non-carpeted hard surfaced floors
- Buff and high gloss finish stained concrete floor in Farm Shed ONLY (to be completed approximately between April and May)

Scope of Services – Exhibit C

Special Events

Park City holds the following annual special events during which City facilities see higher usage and thus need supplementary janitorial services above the usual daily tasks as identified in Scope of Services – Exhibit A. While Exhibit C lists major special events, the City does host several smaller special events throughout the year which may require supplementary janitorial services and/or additional janitorial staff presence. The City will provide advance notification to the contractor when special events are finalized, as well as the specific supplementary janitorial services required for each event. All events and event dates/times are subject to change and/or cancellation.

Special Event Bid 1.

SUNDANCE FILM FESTIVAL

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- Ten (10 1/2) days – End of January of each year.
- First Thursday 3:00 PM to 10:00 PM
- All other days 8:00 AM to 10:00 PM.

STAFFING:

- Contractor to provide one (1) dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Transit Center Restrooms
- Miner's Plaza Restrooms
- Museum Restrooms

CLEANING SERVICES:

- Spot clean countertops, dispensers, faucets, sinks, toilets and urinals, as needed.
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean cans.
- Sweep, mop and disinfect hard surfaced floors, as needed.
- Restock all paper products and soap, as needed.

Special Event Bid 2.

KIMBALL ARTS FESTIVAL

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- Three (3) Days – Typically the first weekend in August.
- Friday 3:00 PM to 9:00 PM
- Saturday 9:00 AM to 9:00 PM
- Sunday 9:00 AM to 7:00 PM

STAFFING:

- Contractor to provide one (1) dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Transit Center Restrooms
- Miner's Plaza Restrooms
- Museum Restrooms

CLEANING SERVICES:

- Spot clean countertops, dispensers, faucets, sinks, toilets and urinals, as needed.
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean cans.
- Sweep, mop and disinfect hard surfaced floors, as needed.
- Restock all paper products and soap, as needed.

Special Event Bid 3.

TRIPLE CROWN TOURNAMENT

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- Two (2) weeks – Tentatively July/August.
- Five (5) days per week, Tuesday through Saturday, 8:00 AM to 4:00PM.
- Mondays 4:00 PM to 8:00 PM

STAFFING:

- Contractor to provide one (1) dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Middle School Restrooms
- High School Restrooms
- Quinn's Junction Restrooms
 - First Monday of Tournament: 4:00 PM to 8:00 PM.
 - Tuesdays and Thursdays ONLY: 8:00 AM – 7:00 PM.
 - All other days/times NO additional cleaning required.

CLEANING SERVICES:

- Spot clean countertops, dispensers, faucets, sinks, toilets and urinals, as needed.
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean cans.
- Sweep, mop and disinfect hard surfaced floors, as needed.
- Restock all paper products and soap, as needed.

Special Event Bid 4.

FOURTH OF JULY CELEBRATION

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- One (1) day: July 4th

STAFFING:

- Contractor to provide one (1) dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Transit Center Restrooms (10:00 AM and 1:00 PM ONLY)
- Miner's Plaza Restrooms (10:00 AM and 1:00 PM ONLY)
- Museum Restrooms (10:00 AM and 1:00 PM ONLY)
- South End Park Restrooms (7:00 AM to 9:00 PM)
- Recreation Center Restrooms (7:00 AM to 9:00 PM)

CLEANING SERVICES:

- Spot clean countertops, dispensers, faucets, sinks, toilets and urinals, as needed.
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean cans.
- Sweep, mop and disinfect hard surfaced floors, as needed.
- Restock all paper products and soap, as needed.

Special Event Bid 5.

FIRE CRACKER TOURNAMENT

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- Three (3) Days – Early July
- 8:00 AM, 10:00 AM, 1:00 PM, 3:00 PM and 5:00 PM

STAFFING:

- Contractor to provide one (1) dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Middle School Restrooms
- High School Restrooms
- Quinn's Junction Restrooms

CLEANING SERVICES:

- Spot clean countertops, dispensers, faucets, sinks, toilets and urinals, as needed.
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean cans.
- Sweep, mop and disinfect hard surfaced floors, as needed.
- Restock all paper products and soap, as needed.

Special Event Bid 6.

AUTUMN ALOFT FESTIVAL

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- One Day – Mid-September
- Typically Saturday
- 7:00 AM to 10:00 AM

STAFFING:

- Contractor to provide one (1) dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Middle School Restrooms
- High School Restrooms

CLEANING SERVICES:

- Spot clean countertops, dispensers, faucets, sinks, toilets and urinals, as needed.
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean cans.
- Sweep, mop and disinfect hard surfaced floors, as needed.
- Restock all paper products and soap, as needed.

Special Event Bid 7.

PARK SILLY SUNDAY MARKET

All cleaning is in addition to services outlined in Scope of Services – Exhibit A for the locations listed below.

DURATION:

- Sundays, Mid-June through Mid-September
- 11:00 AM

STAFFING:

- Contractor to provide one (1) dedicated janitorial staff member, equipped with cell phone, rotating between locations.

CLEANING LOCATIONS:

- Miner's Plaza Restrooms (10:00 AM and 1:00 PM ONLY)
- Museum Restrooms (10:00 AM and 1:00 PM ONLY)

CLEANING SERVICES:

- Spot clean countertops, dispensers, faucets, sinks, toilets and urinals, as needed.
- Empty all trash cans and dispose of in dumpster, replace liners and spot clean cans.
- Sweep, mop and disinfect hard surfaced floors, as needed.
- Restock all paper products and soap, as needed.

Bid Schedule – Exhibit A

Bid schedule must be completed in entirety.

	<u>Daily \$</u>	<u>Monthly \$</u>	<u>Yearly \$</u>
1. Police Facility	_____	_____	_____
2. Transit Center	_____	_____	_____
3. Marsac Building	_____	_____	_____
4. Library Center	_____	_____	_____
5. Farm Shed	_____	_____	_____
6. Miners Hospital Community Center	_____	_____	_____
7. PC MARC	_____	_____	_____
8. Parks & Golf Building	_____	_____	_____
9. Public Works Building	_____	_____	_____
10. Spiro Water Building	_____	_____	_____
11. Miners Plaza Restrooms	_____	_____	_____
12. Museum Restrooms	_____	_____	_____
13. Recreation Center	_____	_____	_____
14. South End Park Restrooms	_____	_____	_____
15. Middle School Restrooms	_____	_____	_____
16. High School Restrooms	_____	_____	_____
17. Quinn's Restrooms	_____	_____	_____
18. Quinn's Maintenance Building	_____	_____	_____
19. Rotary Park Restrooms	_____	_____	_____
20. Creekside Park Restrooms	_____	_____	_____
21. China Bridge Elevators	_____	_____	_____
22. Quinn's Water Treatment	_____	_____	_____
Total Bid	_____	_____	_____

Bid Schedule – Exhibit C Special Events

Bid schedule must be completed in entirety.

Please list total cost for each event.

1. Sundance Film Festival \$ _____
2. Kimball Arts Festival \$ _____
3. Triple Crown Tournament \$ _____
4. Fourth of July Celebration \$ _____
5. Fire Cracker Tournament \$ _____
6. Autumn Aloft Festival \$ _____
7. Park Silly Sunday Market \$ _____

Please specify hourly rate for:

- Additional Special Events with advance notice \$ _____ hour

Bid Schedule – Exhibit D

Hourly Rates

Bid schedule must be completed in entirety.

Please specify hourly rate for:

- Emergency Calls \$ _____
- Non-Holiday, Normal Business Hours \$ _____
- After-Hours \$ _____
- Holidays \$ _____

Please specify cost for:

- Quick Clean of a Facility, replacement of supplies/paper products \$ _____
- Replacement of supplies/paper products ONLY \$ _____

Emergency Response Time:

Please specify your guaranteed response time to emergency cleaning requests. Locations of all twenty-two (22) City facilities should be taken into account. If your guaranteed response time is different for various locations, please list the individual response times on a separate sheet:

- Emergency Response Time _____
- Comments _____

Contractor Authorized Signature

Date

Print Name

Title

Company

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a Utah corporation ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

In the event that Contractor fails to complete all of the work required within the time limits set within the Scope of Services, then for each partial or complete day which the work remains uncompleted thereafter, , the Contractor agrees to pay the City One Hundred Dollars (\$100.00) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

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

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an

audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. **INSURANCE.**

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

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with annual limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

11. NONDISCRIMINATION.

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

Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

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

13. CHANGES.

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

14. PROHIBITED INTEREST.

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

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party

hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.

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

20. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

21. ENTIRE AGREEMENT.

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

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

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

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of _____ Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (*title*) for _____, a _____ corporation.

Notary Public

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”

PAYMENT SCHEDULE FOR “EXTRA” WORK

Janitorial Cleaning Services
Request For Proposals
Final Bids Received 5/13/16

	Compass Property Services	BuzyBee Cleaning & Maintenance	Silver Services Group LLC
Scope of Services	\$335,140.67	\$281,900.74	\$305,313.00
Deep Cleaning	\$8,060.00	Included in Scope of Services	Included in Scope of Services
Special Events	\$10,576.00	\$13,615.00	\$7,907.00
Total Bid	\$353,776.67	\$295,515.74	\$313,220.00

Mandatory Walk-Through: 10 attendees on 5/3/16
 Bids Received: 3 bids total



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Ward Engineering Group was contracted by the City to provide design and construction engineering management services for the Deer Valley Drive Phase 2 Project.

The major elements of this project were the installation of eight foot wide sidewalks extending from Deer Valley Drive North to Snow Park, continuation of pedestrian lights extending from Sunnyside to Snow Park and installation of bus pull-outs, one in front of the Greyhawk condominiums and one in front of the Fox Glove condominiums. Deer Valley Resort also participated in this contract and paid for the replacement of their overhead lights in the Deer Valley Plaza parking area.

The work has been substantially completed and this Amendment No. 3 is for additional services provide by Ward Engineering Group during the course of the construction phase of the project. Final construction completion will not be attained until the temperature of the lights is corrected (lights delivered are 4000K but were to be 2700K). Staff does not anticipate any other amendments to the contract with Ward Engineering Group.

Respectfully:

Matthew Cassel, City Engineer



City Council Staff Report

Subject: Addendum No. 3 to Design Contract with Ward Engineering Group for Deer Valley Drive Phase 2 Project
Author: Matthew Cassel, Engineering
Date: June 2, 2016
Type of Item: Administrative

Summary Recommendations:

Staff recommends City Council authorize the City Manager to execute Addendum No. 3 to the agreement with Ward Engineering in a form approved by the City Attorney for additional construction engineering management services related to the construction of Phase 2 for Deer Valley Drive in an amount of \$11,150 for a total contract amount of \$172,436.

Executive Summary:

Ward Engineering Group was contracted by the City to provide design and construction engineering management services for the Deer Valley Drive Phase 2 Project.

The major elements of this project were the installation of eight foot wide sidewalks extending from Deer Valley Drive North to Snow Park, continuation of pedestrian lights extending from Sunnyside to Snow Park and installation of bus pull-outs, one in front of the Greyhawk Condominiums and one in front of the Fox Glove Condominiums. Deer Valley Resort also participated in this contract and paid for the replacement of their overhead lights in the Deer Valley Plaza parking area.

The work has been substantially completed and this Amendment No. 3 is for additional services provide by Ward Engineering Group during the course of the construction phase of the project. Final construction completion will not be attained until the temperature of the lights is corrected (lights delivered are 4000K but were to be 2700K). Staff does not anticipate any other amendments to the contract with Ward Engineering Group.

Acronyms:

FY – Fiscal Year

K – Kelvin

LED – Light Emitting Diode

The Problem:

During the course of the Deer Valley Drive Phase 2 construction, Ward performed numerous additional services that were not originally anticipated in the original scope of work and fee schedule.

Background:

- Through the Small Urban Fund program, Park City was granted \$1,000,000 to be used for infrastructure improvements to Deer Valley Drive,
- This work, designated as Deer Valley Drive, Phase 1, was completed in the fall of 2013. This phase included repair and lining of the existing collapsed storm drain, replacement of sections of the gas line, replacement of the existing distribution water line, pedestrian modifications at the round-about, left turn lane at the intersection of Deer Valley Drive and Deer Valley Drive North, bus pullouts, speed limit feedback signs, pedestrian lighting and sidewalks from the round-about to the intersection of Deer Valley Drive and Sunnyside Drive, updated signage and road resurfacing,
- Council approved \$950,000 during the FY 14 budget process for a second phase to this project to address improvements, which help to address numerous improvements requested from a 2004 request for elevated level of service (RELS) process from the neighborhood, improve sidewalks and add pedestrian lighting along the corridor,
- Deer Valley is one of the two major economic generators in Park City and was seen as a partner in this project and participated financially in the project. Adding elements to strengthen their entry statement and sense of arrival, providing safe, lighted pedestrian connectivity to Snow Park Lodge and further transit amenities should enhance the experience of their guest and minimize vehicular impacts.
- This project originally went out to bid in the spring of 2014 with bids received on June 24, 2014. Staff received only one bid which was over the engineer's estimate. After careful review, staffs elected to reject the bid based on the discrepancy, re-format the bid-schedule and re-bid the project during the prime bidding period, which occurs between January and April,
- This project went out to bid again during the winter of 2015 with bids being received on March 12, 2015. City Council awarded the contract to Beck Construction on April 16, 2015, and
- The work is substantially complete. The last remaining items required for final completion include painting cross walks (warm temperatures are required) and resolution on the installation of the incorrect lights.

Alternatives:**A. Approve the Request:**

This alternative would allow staff to process amendment No. 3 with Ward Engineering and would allow payment to be made.

Pros – The City was provided additional service by Ward Engineering to better improve the project.

Cons – Cost impacts to the Engineering operating budget which can be managed by staff.

B. Do Nothing:

This alternative would deny amendment No. 3 and staff would not be able to process and pay Ward Engineering for extra work performed.

Pros – Engineering operating budget would remain intact.

Cons – Services have already been provided.

Analysis:

Amendment No. 1 was approved and executed by staff on September 30, 2014. The total increase due to amendment No. 1 was \$9,320, which is 7.2% of the original contract amount with Ward Engineering. This amendment included the cost for additional civil design services and for the preparation of special contracts and coordination with timber suppliers and steel manufacturers (bus signs and benches and entry monument).

Amendment No. 2 was approved by Council on October 30, 2014. The total increase due to amendment No. 2 was \$22,099. Because this amount exceeds 10% of the original contract, per the City's purchasing policy, Council must approve the amendment. This amendment included the cost for additional meetings, additional lighting services, additional architectural services and the additional costs to re-bid the project.

The total cost of Amendment No. 3 was an increase of \$11,150. The following items are included in Amendment No. 3;

- Inspection and design for bridge deck repair. When structural elements of the bridge on Deer Valley Drive were inadvertently damaged during construction, Ward Engineering provided the repair design and additional inspection services for the repairs. The cost for this item is \$650.
- Numerous landscaping change requests from neighboring residents facilitated adjustments to the landscape plans by Ward Engineering. The cost for this item is \$700.
- Change order No 2 with the contractor (Beck Construction) changed the proposed light fixtures from high pressure sodium to LED lights. These changes required Ward Engineering to provide design and coordination for the change to the lighting system. The cost for this item is \$2,800.
- Monument and bus stop benches changes. Ward Engineering spent a considerable amount of time selecting the logs for the monument and bus stop benches, coordinating revisions with the teams architect and coordinating the milling, cutting and delivery of the logs. The cost for this item is \$1,500.
- Extension of Public Involvement. The construction for this project was scheduled to last for three months (June through August). The construction was not completed until mid-November requiring Ward Engineering's sub-consultant, V-I-A Consulting, to provide additional public involvement services. The cost for this item is \$1,000.
- Extension of Construction Management Services. The construction for this project was scheduled to last for three months (June through August). The construction was not completed until mid-November requiring Ward Engineering to provide additional construction management services. The cost for this item is \$4,500.

As part of this amendment No. 3 the contract time for Ward Engineering will be extend to end of the project which is anticipated to occur by July 2016.

The status of Ward Engineering's contract including Amendments No. 1 to 3 is as follows:

Original Contract Amount	\$129,867
Amendment No. 1	\$ 9,320
Amendment No. 2	\$ 22,099
Amendment No. 3	<u>\$ 11,150</u>
Total Contract Amount	\$172,436

Department Review:

This report has been reviewed by Community Development, Engineering, Legal, Budget and the City Manager's office. All issues have been resolved.

Funding:

Funding for this Amendment No. 3 will come from Engineering's operating budget.

Recommendation:

Staff recommends City Council authorize the City Manager to execute Addendum No. 3 to the agreement with Ward Engineering in a form approved by the City Attorney for additional construction engineering management services related to the construction of Phase 2 for Deer Valley Drive in an amount of \$11,150 for a total contract amount of \$172,436.

Attachments:

Exhibit A – Ward Engineering Group Request for Amendment



Ward Engineering Group

Planning, Engineering, Surveying
P.O. 538, Salt Lake City, UT 84110-0538
231 West 800 South, Salt Lake City, UT 84101
Tel. 801.487.8040 • Fax. 801.487.8668

February 29, 2016

Mathew Cassel, P.E.
City Engineer
Park City Municipal Corporation
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

RE: Request for Change Order No. 3
Deer Valley Drive, Phase 2 Construction Services

Mr. Cassel:

During the course of the construction process, WARD completed a handful of services that we did not anticipate at the time we prepared the original fee proposal, and were beyond the scope of our services. We have described the services below, together with the amount we have expended. We appreciate your consideration of these items as a change order request.

Item	Description	Fee
1	Bridge Deck Repair - Site inspection and structural details for repair	\$650.00
2	Area 1 Landscape – additional landscape for private road: - Coordination with property owners - Landscape plan for roadside plantings - Substitutions for deciduous trees	\$700.00
3	Lighting Changes (Base Bid) - Phase 1 fixture replacements - Phase 2 substitutions - Research fixture options and coordination with PCMC - Revise bases - Issue and coordinate change order with contractor	\$1,200.00
4	Lighting Changes (Bid Schedule C – Deer Valley) - New lights at bus stop - Research and coordination for revised fixtures in parking lots and along road - New conduit and power within parking lot - Temporary connections and power to existing lights - Update photometrics and coordination with Deer Valley	\$1,600.00
5	Deer Valley Monument and Bus Stop Benches – Changes - Meetings - Coordinate selection of log with D.V. - Coordinate revisions with D.V. Architect - Coordinate milling, cutting, and delivery	\$1,500.00

6	Extend Public Involvement Services - VIA's time and expenses to continue public involvement due to an extended construction completion date	\$1,000.00
7	Extended Construction Management Services to manage project beyond contracted completion date. - Ward Engineering's time and expenses to continue construction management services due to an extended construction completion date.	\$4,500.00
Total Amount		\$11,150.00

We again thank you for the opportunity to work with City staff on this project. Please let us know if you have any questions or need any additional information.

Respectfully,
WARD ENGINEERING GROUP



Brendan Thorpe, P.E.
Project Manager



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Council should review and approve a three year Professional Service Contract with Summit Land Conservancy, in a form approved by the City Attorney, for third party open space easement monitoring of City-owned parcels and/or preservation easements in an amount not to exceed \$105,000.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager



City Council Staff Report

Subject: Professional Service Contract- Summit Land Conservancy
Open Space Monitoring
Author: Heinrich Deters
Department: Sustainability
Date: June 2, 2016
Type of Item: Administrative- Award of Contract

Summary Recommendation

Staff recommends Council review and approve a three year contract with Summit Land Conservancy, in a form approved by the City Attorney, for open space monitoring in the amount of \$35,000 annual and a total contract amount of \$105,000. (Attachment I)

Executive Summary

Council should review and approve a three year Professional Service Contract with Summit Land Conservancy, in a form approved by the City Attorney, for third party open space easement monitoring of City-owned parcels and/or preservation easements in an amount not to exceed \$105,000.

Acronyms

RFP Request for Proposal
SLC Summit Land Conservancy

Background

Summit Land Conservancy (SLC) has been an integral part of Park City open space preservation for more than fifteen years. Additionally, since 2009, SLC has provided monitoring services on almost 2000 acres of open space for the City or in conjunction with the City.

In 2009, Summit Land Conservancy was awarded a Request for Proposals (RFP) for monitoring services on City owned parcels. Section 2 (Term) of the 2009 contract allows for the ability to 'extend by mutual written agreement of the Parties.' The parties, PCMC and SLC, have agreed to this condition via email.

The proposed contract notes a three-year term, ending December 31, 2018. Summit Land Conservancy has provided a stewardship letter outlining the current proposal and annual expenditure increase. (Exhibit A)

Alternatives for City Council to Consider

Recommended Alternative: Staff recommends approving the Professional Service Provider Contract as provided.

Pros

- Provides for on-going third party monitoring of City property currently encumbered with a Conservation Easement.
- Summit Land Conservancy is the current holder of the easements referenced.
- Summit Land Conservancy is very qualified to continue to provide these services.

Cons

- None

Null Alternative: Council may choose to deny the Professional Service Provider Contract.

Pros

- None

Cons

- Should Council not approve the Professional Service Provider Contract as provided, the level of service associated with the third party monitoring of the open space properties identified would be greatly impacted.

Analysis

Providing for independent third party monitoring services on public open spaces is consistent with Council's goal of preserving and enhancing the natural environment.

This renewal is the third extension of the multi-year monitoring contract that was awarded to Summit Land Conservancy in 2009.

Costs associated with this contract extension are consistent with the previous agreement terms, plus, inflationary factors. Previous monitoring costs were based on a flat fee of \$15.24/acre. The current recommended flat fee is \$17.55, which represents a \$2.31/acre increase from the previous per acre cost or \$4,602.57 annually.

SLC monitors approximately 2,000 acres of open space per this agreement.

Services provided include annual monitoring visits and ongoing reporting per Section 4 of the agreement, as well as, ongoing research and process of grantor requests, review of easement terms and investigation/notification of possible violations. Additionally, the Conservancy and City staff meets formally once a month and correspond on a regular basis per ongoing items.

Department Review

This report has been reviewed by City Manager, Sustainability and Legal.

Funding Source

The Open Space Maintenance budget is recommended for funding of this item.

Summary Recommendation

Staff recommends Council review and approve a three year contract with Summit Land Conservancy, in a form approved by the City Attorney, for open space monitoring in the amount of \$35,000 annual and a total contract amount of \$105,000. (Attachment I)

Attachments

Exhibit A- Stewardship Proposal

Attachment I- Professional Service Provider Agreement

Exhibit A- Stewardship Proposal



City Open Space Stewardship Considerations 2016

In 2009 Park City Municipal entered into a contract with the Summit Land Conservancy for annual stewardship of the City's open space properties as well as the properties that the City and Conservancy co-hold under easement. This totals 1,994 acres. In 2009, the City and Conservancy agreed on a rate of \$15.24 per acre based on the Conservancy's direct costs for stewardship and a proportional percentage of the organization's general administrative expenses.

City owned acres	939.67	
Co-held acres	<u>1,054.51</u>	
Total Acres	1,994.18	Total annual contract = \$30,391.58

This amount has not increased over the intervening 6 years, but the Conservancy's efforts have.

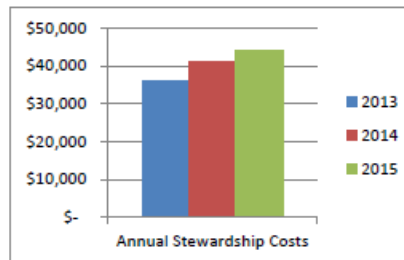
Hours

- 27 Summit Land Conservancy holds easements on over 3,040 acres, mostly in Park City.
- 67% of all our easements (18 of them) are either co-held with Park City or the City is the landowner.
- 58% of all Stewardship staff time in 2014 was spent on City-owned or co-held properties. 77% of Stewardship staff time was spent in 2015 on these properties.
- 36 hours of staff time required on average for EACH City-owned or co-held easement compared to 13 hours per easement for privately owned easement lands.
- 711 total hours of staff time spent only on stewardship in 2014; that's 9% of all 2014 staff hours.
- 1,159 total hours of staff time on stewardship in 2015, but that's still only 8% of all 2015 staff hours (we increased staff).



Dollars

The Conservancy has worked to keep costs down by using AmeriCorps interns and volunteers. Still, as the population grows, events increase, conflicts among users become more frequent, and disruptive technologies (e-bikes and "flow trails") present us with unforeseen challenges, the Conservancy has been obligated to devote more professional staff time to solving the many issues that cross our path.



Deliverables:

On City owned/Co-held properties	2011	2012	2013	2014	2015	Totals
Reserved Rights Reviewed	1	5	3	5	4	18
Easement Violations	3	1	1	4	2	11
Title Issues	2	1	2	2	3	10
Other Issues	3	2	4	6	5	20
Total issues/year	9	9	10	17	14	59
Endowment funds raised for City stewardship from other sources	\$2,560	\$47,780	\$24,825	\$95,000	\$2,000	\$172,165

Proposal:

1. The Conservancy will continue to work with the City, other partners, and private individuals to fund a stewardship endowment that will remove the need for a stewardship contract with the City. Additionally, the Conservancy will continue to build its endowment for stewardship from individuals and other funding options.
2. The Conservancy asks that the City increase the contract amount by \$2.31 per acre, for an annual contract of \$35,000 (a total increase of \$4,602.57 per year).

Thank you for your consideration. I am always available to answer any questions.

Yours,

Cheryl Fox
Executive Director

Attachment I- Professional Service Provider Agreement

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and **Summit Land Conservancy**, a Utah non-profit organization. ("Service Provider").

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed **Thirty Five Thousand Dollars (\$35,000) annually and One Hundred and Five Thousand Dollars (\$105,000) over the three year contract timeframe.**

2. TERM.

The term of this Agreement shall commence on the date of execution on this Agreement and shall terminate on **December 31, 2018** or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made annually following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

8. INSURANCE.

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

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage.

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

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with annual limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident \$500,000 each accident;
Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City Business License.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

PARK CITY MUNICIPAL CORPORATION

SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

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

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

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

14. PROHIBITED INTEREST.

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

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

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

16. TERMINATION.

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

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

18. ATTORNEYS FEES AND COSTS.

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

19. JURISDICTION AND VENUE.

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

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

21. ENTIRE AGREEMENT.

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

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

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

Diane Foster, City Manager

Attest:

Professional Service Agreement (Standard)

Revised 05.29.15

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

City Recorder's Office

Approved as to form:

City Attorney's Office

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me
_____, whose identity is personally known to me/or
proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed,
did say that he/she is the _____ (*title or office*) of
_____ Corporation by Authority of its Bylaws/Resolution of the Board
of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as
_____ (*title*) for _____, a
_____ corporation.

Notary Public

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

EXHIBIT “A”

SCOPE OF SERVICES

I. Scope of Project

To monitor Park City’s existing conservation easement properties (see section B ‘Existing Open Space Properties’) to ensure compliance with easement terms and requirements.

A. Overview

1. Annual Monitoring Reports for existing City easements each year by December.
2. Annual meeting with City staff to review all monitoring projects.

B. Existing Open Space Properties

The parcels on which the conservation easements are held and will be monitored are as follows:

1. Round Valley

Location: Five Easements located East of Meadow’s Drive and Around the National Ability Center

Date Easements Signed: March 24, 2005.

Acreage: Approximately 689.66 acres.

Notes: This does not include the approximately 377 acres that Park City acquired from PRI & The Boyer Company on December 31, 2008.

2. UP&L

Location: Park Avenue and 9th Street, Park City

Date Easement Signed: March 24, 2005.

Acreage: .51 acres

3. Rail Trail

Location: East of Bonanza Drive, Park City

Date Easement Signed: March 24, 2005.

Acreage: 1.977 acres

4. Virginia Mining Claims

Location: On Rossi Hill, Park City Date Easement Signed: March 24, 2005.

Acreage: 13.3 acres

5. Richards Ranch

Location: West of Hwy 224 between PayDay Drive and Aspen Springs Drive, Park City

Date Easement Signed: March 24, 2005.

Acreage: approximately 19.74 acres

PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

6. McPolin Farm

Location: West of Hwy 224, between Aspen Springs Drive & St. Mary's Catholic Church, Park City

Date Easement Signed: November 15, 2007.

Acreage: approximately 123 acres

7. Empire Easements/ Deer Valley Owned

Location: Two easements on Deer Valley Resort Property, Empire Canyon and Flagstaff area

Date Easement Signed: 2002

Acreage: approximately 885

8. Empire Easements/ Talisker Owned Location:

Prospect Ridge, Park City, North slope of Daly Canyon, West of King Road, Park City

Date Easement Signed: 2002 Acreage: approximately 64.75 acres on two parcels

9. Warren Mining Claims/ Talisker Owned

Location: Top of Iron Mountain, Park City

Date Easement Signed: 2002,

Acreage: approximately 105

10. Quarry/Clissold (City/County joint owners)

Location: Quarry Mountain, Park City

Date Easement Signed: June 15, 2010

Acreage: 183.7 (Half City obligation 92 acres)

EXHIBIT "B"

PAYMENT SCHEDULE FOR "EXTRA" WORK

Easement Monitoring & Annual Monitoring Report cost of \$17.55/acre

Total Easement Acreage for City: 1994.198

Acres (1994.198) X Cost/Acre (\$17.55) = \$35,000

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff has been working to continue to track costs of Special Events. Upon review of the 2015 Tour of Utah fees, it was discovered that the amounts that were originally agreed upon in 2012 have increased. Staff has worked with the Park City Chamber to come to an agreement regarding the costs and fees for the 2015 event. Staff is asking for an increase of the fee waivers for the 2015 Tour of Utah of \$6,818, which brings the total fee waiver for the 2015 event to \$34,318.

Respectfully:

Jennifer Diersen,

City Council Staff Report

Subject: Tour of Utah 2015 Financial Update
Author: Jenny Diersen, Special Events Coordinator
Department: Special Events
Date: Thursday, June 2, 2016
Type of Item: Administrative

Summary Recommendation

Staff recommends that City Council approve an increase in the fee waivers for the 2015 Tour of Utah (TOU) an additional \$6,818 for a total fee waiver of \$34,318.

Executive Summary

Staff has been working to continue to track costs of Special Events. Upon review of the 2015 Tour of Utah fees, it was discovered that the amounts that were originally agreed upon in 2012 have increased. Staff has worked with the Park City Chamber to come to an agreement regarding the costs and fees for the 2015 event.

Acronyms

TOU – Tour of Utah

Chamber – Park City Chamber of Commerce/Convention & Visitors Bureau

The Problem

The Special Events Department has worked to continue to understand fees that are related to events. Over the past few months it has become apparent that costs required for the 2015 Tour of Utah (August 8 & 9, 2015) have increased over the original amount of the 2012 agreement. Staff has been working with the Chamber to address these fees.

Background

The Tour of Utah is a statewide event, supported by the Utah Office of Tourism, the Governor's Office of Economic Development and the Utah Sports Commission. This event gets both international and national exposure through the broadcast and print media and highlights Park City as a cycling destination. The 2015 Tour of Utah (TOU) was attended by over 380,000 spectators across seven stages generating over \$22 million of economic impact for the State of Utah. A larger portion of the economic impact was generated during the final weekend of the event including the Championship Stage with its start/finish line on Park City's Main Street. Conservative estimates of the spectators enjoying the Championship Stage on Park City's Main Street are 10 to 15,000. In addition, Park City benefitted from 21+ hours of national television coverage on Fox Sports and international television coverage seen in over 49 countries.

On May 24, 2012, City Council agreed to use the Joint Venture to enter into a Host Community Contract with the Tour of Utah to allow Park City's Main Street to host the start and finish of the Championship Stage of the race. We agreed that the City and Chamber, through both the Joint Venture (which is jointly funded) and respective funds from each organization would provide approximately \$80,000 in total in both cash and value-in-kind.

On July 19, 2012, City Council authorized approval of the Tour of Utah, including financial agreement totaling \$80,000 between the City and Chamber. As per the original 2012 agreements, Park City Municipal agreed to contribute \$27,500 in cash and value in kind (including City Service fees and other staff time), and the Chamber agreed to contribute \$52,500.

Original 2012 Agreement

City	\$20,000 in existing Staff resources
City	\$7,500 in Fee Reductions
Chamber	\$20,000 from Joint Venture,
Chamber	<u>\$32,500 cash and potential value in kind</u>
Total	\$80,000

2015 Proposed Agreement

City	\$20,000 in existing Staff resources
City	\$14,318 in Fee reductions, including split (\$6,818) of increased services/scope.
Chamber	\$20,000 from Joint Venture,
	\$39,318 combined Chamber and Cash/value In-kind and split (\$6,818) of increased services.
Total	\$93,636

The City's 2012 split between use of the Joint Venture and general fund (City Service Fees and value in kind) was a conscious one, balancing economic development tools and cost recovery goals.

City Council Reports

May 24, 2012 Tour of Utah Update [Managers Report](#) – pages 7 – 17
May 24, 2012 Tour of Utah Update [Summary](#) – page 1 & 2
July 19, 2012 Tour of Utah Approval [Staff Report](#) – pages 68 - 78
On July 19, 2012 Tour of Utah Approval [Summary](#) – page 2
May 5, 2016 Special Event Fee Reduction [Staff Report](#) – pages 152 - 170
May 5, 2016 Special Event Fee Reduction Approval [Summary](#) – pages 9 - 10

The Special Event Department continues to track expenses and fees for this event. In 2015, increased expenses for the Tour of Utah totaled \$93,636, which was unanticipated. This is an increase of \$13,636 from the original \$80,000 estimated and agreed upon budget.

The City has currently paid \$58,941 of the 2015 fees, and the Chamber has paid \$34,695. However, the Chamber has agreed to pay the originally agreed upon 2012 amounts, as well as, split the difference of additional costs the event incurred in 2015. The Chamber will receive an invoice for \$24,623 to bring its total financial contribution to \$59,318.

The Chamber's payment of \$24,623 would further repay direct expenses for the event including costs for restrooms, fire district, recycling and barricades. Additionally these fees would go to pay for City Services such as Police Officer time. Staff and the Chamber acknowledge that this is a onetime agreement and that all future budget changes must be approved by both organizations prior to the start of the event.

Staff is proposing the City waive the remaining City Service Fees of \$6,818 from the 2015 event. If Council concurs the City's total general fund outlay would increase to \$34,318. If Council seeks additional discussion, they should direct staff to agendaize for a work session.

2016 TOU

Staff has been working with the Chamber to understand budget projections for this event in 2016 and has asked the Chamber to increase its budget by \$10,000 bringing the total budget to \$62,500 for the 2016 event. Based on the recommendations of SEAC, the City (pre)-approved City Service Fee Reduction of \$35,000 at the May 5, 2016 City Council meeting, staff will be returning to City Council

at a regularly scheduled meeting in July to finalize scope of the 2016 event. City Council will be asked to consider alternatives of additional fee reductions of \$2,500 or decreasing the scope and therefore funding needed to produce this event. Staff will work with the Chamber moving forward to make sure budget planning and financial decisions are made in advance of the event.

The chart below clarifies the above explanations:

Tour of Utah Financial Update			
Year	TOU Total Cost	City	Chamber
2012	\$80,000.00	\$27,500.00	\$52,500.00
Notes		34% of total	66% of total
2015	\$93,636.00	\$34,318.00	\$59,318.00
Notes		City has paid \$58,941 to date	Chamber has paid \$34,695 to date
Notes		Once Chamber remits \$24,623 payment, City would stil request \$6,818 in increased fees for waiver	Chamber would remit payment for \$24,623, including \$15,305 (remaining Chamber Budget), \$2,500 (additional Chamber budget to cover original agreement) and \$6,818 (additional costs split between City and Chamber)
2016	\$100,000.00	\$35,000.00	\$62,500.00
Notes		City Council Approved Fee Reduction for the 2016 event was \$35,000.00 on May 5, 2016.	* Chamber to approve budget in June 2017
Notes		Staff will return at a regularly scheduled meeting to review the major changes for the Level Three Special Event, as well as to ask for increased funding in the amount of \$2,500.	
2017	\$100,000.00	\$37,500.00	\$62,500.00
Notes		Based on 100,000 estimate, \$27,500 plus half of increased fees (\$10,000)	Based on \$100,000 estimate, \$52,500, plus half of increased fees (\$10,000)
Notes		* Would come back to City Council for approval in May of 2017.	* Chamber budget created in June of 2017

Alternatives for City Council to Consider

1. Recommended Alternative:

Staff recommends that City Council confirm their support in increasing the fee waivers for the 2015 Tour of Utah (TOU) an additional \$6,818 for a total fee waiver of \$34,318.

2. Null Alternative:

City Council could review and ask staff to come back to a regularly scheduled meeting to further discuss any changes.

3. Other Alternatives

City Council could choose to provide no direction regarding the TOU 2015 Financial update.

Department Review

The Special Events, Economic Development, Executive and Legal Departments have reviewed this report.

Funding Source

Funding will come from the City's general fund within existing budgets.



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

A business license was denied for Halo Armament, LCC based on the definitions of a Home Occupation in the Residential Development zone found in the Land Management Code (LMC). A Home Occupation is an Allowed Use in the zone, subject to the requirements of Section 15-4-3 which outlines the types of uses, parking and occupancy requirements for Home Occupations. Staff determined that the applicant was not a "primary resident" as stated in the LMC, (Section 15-4-3 (A)) and that the proposed use did not meet, ("but not limited to" LMC Section 15-4-3) the listed uses in the LMC. Further, after the Compliance Inspection Report was filed, it was determined that ammunition loading was proposed, but not identified, on the business license application. Denials for business licenses are appealed the City Council per Municipal Code 4-2-11.

If the City Council upholds the denial of a business license to the applicant, the business would not be allowed at this location. If the City Council approves the business license, it would need to be amended to include ammunition loading, or ammunition loading could be denied and firearms assembly would be allowed this location.

Respectfully:

Michelle Kellogg, City Recorder



City Council Staff Report

Subject: 2897 American Saddler Home Occupation Business License Appeal
Author: Bruce Erickson, AICP, Planning Director
Rebecca Gillis, Accounting Manager
Department: Planning; Finance
Date: June 2, 2016
Type of Item: Quasi-Judicial - Appeal of a denial of a business license application for Home Occupation

Summary Recommendation

Staff recommends the City Council hear the Appeal of a denial of a business license to Halo Armament, LLC for firearm assembly in accordance with Municipal Code 4-2-9 (D). City Council may uphold the decision to deny business license or approve the issuance of a business license for firearm manufacture.

Executive Summary

A business license was denied for Halo Armament, LCC based on the definitions of a Home Occupation in the Residential Development zone found in the Land Management Code (LMC). A Home Occupation is an Allowed Use in the zone, subject to the requirements of Section 15-4-3 which outlines the types of uses, parking and occupancy requirements for Home Occupations. Staff determined that the applicant was not a "primary resident" as stated in the LMC, (Section 15-4-3 (A)) and that the proposed use did not meet, ("but not limited to" LMC Section 15-4-3) the listed uses in the LMC. Further, after the Compliance Inspection Report was filed, it was determined that ammunition loading was proposed, but not identified, on the business license application. Denials for business licenses are appealed the City Council per Municipal Code 4-2-11.

If the City Council upholds the denial of a business license to the applicant, the business would not be allowed at this location. If the City Council approves the business license, it would need to be amended to include ammunition loading, or ammunition loading could be denied and firearms assembly would be allowed this location.

Acronyms

BATFE United States Bureau of Alcohol Tobacco Firearms and Explosives
LLC Limited Liability Company
LMC Park City Land Management Code

Background

In December 2015, the Finance office received an email/inquiry from the Bureau of Alcohol Tobacco Firearms and Explosives (BATFE) regarding the potential for a

business license for firearms manufacturing/production in City limits at 2897 American Saddler, Park Meadows. The Finance office received a home occupation business license application for a firearms assembly use at the same address February 12, 2016.

On February 9, 2016, the Building Department conducted a Compliance Inspection Report, which was approved with conditions regarding ammunition propellants. In accordance with business license procedures, the application was then referred to Finance, Planning and Police for review.

The home occupation business license was denied February 23, 2016. A supplemental letter with a detailed explanation of the denial, based on the LMC was sent to the applicant March 17, 2016 including potential alternative locations in the General Commercial and Light Industrial zones. The proposed uses are a Conditional Use in the General Commercial or Light Industrial zones within City limits as a commercial use if all other Planning and Building codes were met. The applicant e-mailed an appeal letter to the City Recorder on March 28, 2016.

The appeal was scheduled for April 28, 2016 which was within 30 days of the letter of appeal. The Appellant was not able to be present at the meeting and initially the Appellant requested to participate via phone. However, shortly before the meeting, the Appellant sent a text to the City Attorney asking for a continuance so that he could attend the proceeding. Council granted that request.

Attached to this report in chronological order are:

- February 9, 2016 - Park City Compliance Inspection Report. See Exhibit A.
- February 12, 2016 –Business License Application for Halo Armament, LLC. See Exhibit B.
- February 23, 2016 – Denied business License. See Exhibit C.
- March 17, 2016 – Supplemental Letter Regarding License BL-16-05220. See Exhibit D.
- March 28, 2016 – Halo Armament, LLC business license appeal received. See Exhibit E.
- March 28, 2016 – Letter from Apex Systems indicating the applicant is a full time, temporary employee on assignment to Wolters Klufer FS. See Exhibit F.

On May 25, 2016 additional submittals by Appellant were received and are included in Exhibit G. Pursuant to Park City Municipal Code § 4-2-11, a business license denial by the Accounting Manager or her designee may be appealed to the City Council. Because the Code does not state what standard of review the Council should use, the Council should review it de novo meaning that Council will review it anew and will not give deference to staff.

Analysis

The home is located at 2897 American Saddler Drive. The site is lot 61 of the Fairway Meadows Subdivision. The site is in the Residential Development (RD) District. The

Land Management Code (LMC) RD District lists a home occupation as an allowed use. The LMC defines a home occupation as *“a Business carried on entirely within a dwelling by Persons residing within the dwelling, which Business is clearly incidental and secondary to the Use of the dwelling for residential purposes.”*

The reasons for the denial of the business license are outlined in the March 17, 2016 Supplemental Letter to Halo Armament, LLC c/o Benjamin Pillmore. Please refer to this letter for details, Exhibit D. There are two main reasons the proposed use does not meet the LMC for Home Occupations. First, the LMC requires that “Only those Persons making their home their primary residence may be employed in a Business operating from that home.”

The home listed for the Home Occupation is not owned by the applicant. Summit County, Utah records indicate that the home is owned by Paul J. Pillmore and Lisa C H Pillmore as husband and wife with Joint Tenancy who are the parents of the applicant. Summit County assesses the property as a Primary Residence.

The applicant has provided information that the applicant is employed by Apex Systems, Inc. located in Glen Allen, Virginia. The company website indicates that Apex is a staffing agency for professionals in the computer and finance specialties. The applicant provided information notes that the applicant is assigned as a Functional Consultant for Wolters Kluwer FS. The Wolters Kluwer FS website indicates that it has offices worldwide and is based out of the Netherlands.

The applicant has left messages with staff giving his work call back number as a “201” number. The number is for Mizuho Bank located in Jersey City, NJ. The applicant has an assigned extension at the Bank. In addition, when the applicant has left messages he has indicated that he is in the New York area and in the Eastern Time Zone.

The applicant’s LinkedIn profile notes his location as Greater New York area since January 2015. Previous locations include London England from September 2012 until September 2014. Prior to the London assignment, the applicant’s profile indicates a location in Amsterdam, Netherlands from 2010 until 2011.

The applicant was not present during the Compliance inspection. The applicant’s father met with Park City Building inspectors. The applicant and his father separately indicated to the Park City Building inspectors that the applicant spends the majority of the time in the New York, NY area and he comes back a couple of weekends a month. The applicant has a New York phone area code. This information supports the determination that the applicant was not making the home a primary residence.

Second, the applicants appeal letter indicates that ammunition manufacturing is proposed at the property. The manufacturing process is spelled out as if taken from the operator’s manual. According to LMC § 15-4-3(A):

A Home Occupation may include, but is not limited to, the following, provided that all requirements contained herein are met:

- 1. arts and crafts studio;*
- 2. culinary products Kitchen or studio;*
- 3. dressmaking or millinery work;*
- 4. professional office;*
- 5. home office for insurance or real estate sales or telemarketing; or*
- 6. teaching and tutoring.*

LMC § 15-4-3(B) indicates the following:

A Home Occupation shall not be interpreted to include the following:

- 1. animal hospital;*
- 2. long term care facility;*
- 3. restaurants, bars, cafes and other general commercial retail Uses;*
- 4. Bed and Breakfast Inns; or*
- 5. Child Care or Group Care Facilities.*

The applicant is not requesting any of the listed examples of appropriate home occupations listed under LMC § 15-4-3(A). Staff acknowledges that this is a non-exclusive list, as the LMC uses the term: *but not limited to*; however, the allowed listed home occupations are expected to be found in a residential neighborhood. While staff acknowledges that there are other home occupations appropriate within a residential district, staff does not consider firearm assembly or ammunition loading to be one of them. While the LMC does not define the term *assembly*, the term is associated with manufacturing, production, industrial uses, etc., when not used in the context of a hobby. Such uses are not allowed in the zone.

Further, Staff does not find a **firearm assembly** use to be clearly incidental and secondary to the Use of the dwelling for residential purposes. Moreover, the Light Industrial and General Commercial Districts allow the use of *light industrial manufacturing and assembly facility* as a Conditional Use Permit to be reviewed and approved by the Planning Commission. Staff finds that this use would be appropriate, subject to a Conditional Use Permit, in the Light Industrial or General Commercial District. It does not make sense the use would be a “conditional use” in our most intensive commercial zone, yet merely a permitted use in a residential zone.

Department Review

This report has been reviewed by the Legal Department, Building Department and Finance Department.

Alternatives

A. Confirm/Uphold:

The City Council may uphold the decision to deny the business license of a home occupation for firearm manufacture.

B. Reverse:

The City Council may overturn the decision to deny the business license of a home occupation for firearm manufacture which would approve the home occupation for firearm manufacture. Staff has provided conclusions of law and conditions of approval if council takes this action. Council may direct staff to amend the facts to support this action. Council may direct staff to approve the business license with or without the ammunition loading. Ammunition loading would require an amended Business License application.

C. Modify:

The City Council may provide direction to City staff regarding the business license of a home occupation for firearm manufacture; or

D. Continue the Item:

The City Council may continue the item to another date to allow City Staff to return with additional information and discussion.

E. Do Nothing:

The City Council may do nothing which would be the same as alternative D. Continue the item.

Funding Source

None required.

Significant Impacts Table

Not required.

Recommendation

Staff recommends that City Council review the facts of the appeal and make a decision to uphold the denial of the business license for Halo Armament, LLC.

Findings of Fact

1. The home is located at 2897 American Saddler Drive.
2. The site is lot 61 of the Fairway Meadows Subdivision.
3. The site is in the Residential Development (RD) District.
4. The Land Management Code (LMC) RD District lists a home occupation as an allowed use.
5. The LMC defines a home occupation as “a Business carried on entirely within a dwelling by Persons residing within the dwelling, which Business is clearly incidental and secondary to the Use of the dwelling for residential purposes.”
6. The reasons for the denial of the business license are outlined in the March 17, 2016 Supplemental Letter to Halo Armament, LLC c/o Benjamin Pillmore.
7. There are two main reasons the proposed use does not meet the LMC for Home Occupations.
8. The LMC requires that “Only those Persons making their home their primary residence may be employed in a Business operating from that home.”
9. Summit County, Utah records indicate that the home is owned by Paul J. Pillmore and Lisa C H Pillmore as husband and wife with Joint Tenancy.
10. The applicant has provided information that the applicant, Benjamin Pillmore, is employed by Apex Systems, Inc. located in Glen Allen, Virginia.

11. The applicant provided information notes that the applicant is assigned as a Functional Consultant for Wolters Kluwer FS.
12. The applicant has left messages with staff giving his work call back number as a "201" number. The number is for Mizuho Bank located in Jersey City, NJ. The applicant has an assigned extension at the Bank. In addition, when the applicant has left messages he has indicated that he is in the New York area and in the Eastern Time Zone.
13. The applicant's LinkedIn profile notes his location as Greater New York area since January 2015. Previous locations include London England from September 2012 until September 2014. Prior to the London assignment, the applicant's profile indicates a location in Amsterdam, Netherlands from 2010 until 2011.
14. The applicant and his father indicated to the Park City Building inspector that the applicant spend the majority of the time in the New York, NY area, and he has a New York phone area code.
15. The applicant was not present during the Compliance inspection.
16. Findings of Fact 9 - 15 support the determination that the applicant was not making the home a primary residence.
17. The applicant's appeal letter indicates that ammunition manufacturing is proposed at the property.
18. According to LMC § 15-4-3(A): A Home Occupation may include, but is not limited to, the following, provided that all requirements contained herein are met:
 - i. arts and crafts studio;
 - ii. culinary products Kitchen or studio;
 - iii. dressmaking or millinery work;
 - iv. professional office;
 - v. home office for insurance or real estate sales or telemarketing; or
 - vi. teaching and tutoring.
19. The applicant is not requesting any of the listed examples of appropriate home occupations listed under LMC § 15-4-3(A).
20. LMC § 15-4-3(A) is a sample list, as the LMC uses the term: *but not limited to*.
21. The listed sample home occupations are expected to be found in a residential neighborhood.
22. There are other home occupations appropriate within a residential district. Firearm assembly or ammunition loading is not one of them.
23. The LMC does not define the term *assembly*; the term is associated with *manufacturing, production, industrial uses*, etc. when not used in the context of a hobby or for personal use.
24. A *firearm assembly use* is not clearly incidental and secondary to the Use of the dwelling for residential purposes.
25. The Light Industrial and General Commercial Districts allow the use of light industrial manufacturing and assembly facility as a Conditional Use Permit to be reviewed and approved by the Planning Commission.
26. The requested use would be appropriate, subject to a Conditional Use Permit, in the Light Industrial or General Commercial District.

Conclusion of Law

1. The applicant is not a primary resident at the home.
2. Firearm assembly or ammunition loading does not fall under the type of activity allowed as Home Occupation.
3. Firearm assembly or ammunition loading is associated with manufacturing, production and industrial uses which is permitted as a Conditional Use in the Light Industrial or General Commercial District.

Order for Denial

1. The City Council upholds the decision to deny the business license of a home occupation for firearm manufacture at 2897 American Saddler. The business license is hereby denied.

Conditions of Approval

Should the City Council grant the appeal and overturn the Staff decision regarding the requested home occupation for firearm manufacture staff recommends directing staff to prepare findings with the following conditions of approval outlined in LMC § 15-4-3 Home Occupations and order:

1. Only those Persons making the home their primary residence may be employed in a Business operated from that home.
2. A Home Occupation shall not include the on-Site sale of goods or merchandise except those, which are produced on the premises, or those that are clearly Incidental Retail Sales, and shall not involve the Use of any outdoor yard space to conduct the Business, with the exception of permitted agricultural and horticultural products. Activity outside of the Buildings, related to the Home Occupation that is not normally associated with a Residential Use is not permitted.
3. The Use of mechanical equipment shall be limited to small tools whose Use shall not generate noise, vibration, smoke, dust, heat, glare, or odors perceptible beyond the premises of the dwelling.
4. The total Area used for the Home Occupation shall be limited to no more than one-half ($\frac{1}{2}$) of the floor Area of the first floor and shall not change the residential character of the Building. This does not require the Home Occupation to occupy only the first floor.
5. Outdoor storage of equipment, materials, and supplies associated with a Home Occupation is prohibited. Storage of equipment, materials, and supplies associated with a Home Occupation, within a garage, shall not displace required Off-Street parking.
6. There shall be no exterior advertising of Home Occupation Businesses on the premises by window displays or signs.
7. No traffic may be generated by such Home Occupation in a volume that creates a need for parking greater than that which can be accommodated on the Site consistent with the residential parking requirements or which is inconsistent with the normal parking usage of the district.

Order Granting the Appeal

1. The City Council overturns the decision to deny the business license of a home occupation for firearm manufacture at 2897 American Saddler. The Business license is hereby approved.

Exhibits

Exhibit A - February 9, 2016 – Park City Compliance Inspection Report

Exhibit B - February 12, 2016 – Business License Application

Exhibit C - February 23, 2016 – Denied business License

Exhibit D - March 17, 2016 – Supplemental Letter BL-16-05220

Exhibit E - March 28, 2016 – Halo Armament, LLC business license appeal

Exhibit F - March 28, 2016 – Apex letter

Exhibit G - March 25, 2016 – Additional residency information from Appellant
Fairway HOA Letter

PARK CITY COMPLIANCE INSPECTION REPORT

445 MARSAC AVE., PO BOX 1480, PARK CITY, UTAH 84060

OFFICE (435)615-5100

PROPERTY ADDRESS 2897 American Saddler Dr. DATE 2/9/16
 BUSINESS NAME Halo Armory LLC TIME 1:00 AM/PM (M)
 PERMIT NO. BL-116-05220

BUSINESS TYPE: ☐ NIGHTLY RENTAL ☐ COMMERCIAL ☒ HOME OCCUPATION ☐ CONVENTION	INSPECTION RESULTS: ☒ INSPECTION PASSED ☐ INSPECTION FAILED, RE-INSPECTION REQUIRED																												
DETAILS: <table> <tr> <td>TOTAL SQ. FOOTAGE</td> <td><u>221</u></td> <td>#OF BEDROOMS</td> <td>_____</td> </tr> <tr> <td>OFFICE SF</td> <td><u>121</u></td> <td>OCCUPANCY</td> <td>_____</td> </tr> <tr> <td>STORAGE SF</td> <td><u>100</u></td> <td># OF EXITS</td> <td>_____</td> </tr> <tr> <td>RETAIL SF</td> <td>_____</td> <td>#OF BATHROOMS</td> <td>_____</td> </tr> <tr> <td>WAREHOUSE SF</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>DINING SF</td> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>OUTDOOR DINING SF</td> <td>_____</td> <td></td> <td></td> </tr> </table>		TOTAL SQ. FOOTAGE	<u>221</u>	#OF BEDROOMS	_____	OFFICE SF	<u>121</u>	OCCUPANCY	_____	STORAGE SF	<u>100</u>	# OF EXITS	_____	RETAIL SF	_____	#OF BATHROOMS	_____	WAREHOUSE SF	_____			DINING SF	_____			OUTDOOR DINING SF	_____		
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WAREHOUSE SF	_____																												
DINING SF	_____																												
OUTDOOR DINING SF	_____																												

COMMENTS:

Be sure to maintain required distances of salts/oxidizers
from smokeless propellants & primers - including
lawn mower, snow blower & flammables

Approved

THIS INSPECTION IS VALID FOR 60 DAYS FROM THE INSPECTION DATE ABOVE OR _____ CALENDAR DAYS AS DEEMED BY THE INSPECTOR.

SIGNED


 PARK CITY BUILDING INSPECTOR

PARK CITY MUNICIPAL CORPORATION
P.O. BOX 1480 - PARK CITY, UT 84060 - 435-615-5221

BUSINESS LICENSE APPLICATION

BUSINESS NAME HALO ARMAMENT, LLC Permit No: BL-16-05220

DOING BUSINESS NAME _____

FEDERAL ID 47-5505137 STATE TAX IF APPLICABLE 16S01443 DBA # _____

BUSINESS LOCATION 2897 American Saddler Dr, Park City UT 84060

PHONE NUMBER 646-740-4319

MAILING ADDRESS PO Box 681900, Park City UT 84068

BUSINESS E-MAIL ADDRESS b.a.pillmore@me.com

BUSINESS DESCRIPTION Firearm Assembly

HOME OCCUPATION ☒ YES ☐ NO NAICS CODE _____

OWNER CONTACTS BENJAMIN A PILLMORE PHONE # 646-740-4319
ADDRESS 2897 American Saddler Dr, Park City UT 84060

LOCAL CONTACTS _____ PHONE # _____
ADDRESS _____
EMAIL ADDRESS _____

FEE DESCRIPTION	FEE RATE	SQ FT OR # OF UNITS	=	AMOUNT DUE
<u>Retail</u>	<u>\$0.33/sq.ft</u>	<u>221 sq.ft</u>		<u>\$72.93</u>
_____	_____	_____		_____
_____	_____	_____		_____
_____	_____	_____		_____

ADMINISTRATION FEE \$149.00

TOTAL BUSINESS LICENSE FEE \$221.93

SIGNATURE AND DATE  02-12-2016



Halo Armament, LLC
c/o Benjamin Pillmore
2897 American Saddler Drive
Park City, UT 84060

February 23, 2016

Dear Mr. Pillmore,

The purpose of this letter is to inform you that your application for business license for Halo Armament has been denied. The Planning department did not approve the application as an approved use for Home Occupations. The site is located in the Residential Development (RD) District. While home occupations are allowed in this and other residential districts, gun manufacturing/production of firearms is not an allowed home occupation.

You will be receiving a refund in the amount of **\$156.62**. This is your application fee, less \$25.00 that the City keeps for processing costs. Our refund policy is detailed in this portion of code below:

4- 2- 6. REFUND OF FEE.

Unless otherwise provided herein, no business license fee is refundable for any reason whatsoever, once the license has been issued by the City, except when the license was issued in error. If a license is denied, applicant shall be entitled to a refund of the amount paid in excess of twenty-five dollars (\$25.00). The sum of \$25.00 shall be retained to offset application processing costs.

If you have questions or require further information, please contact the Planning department at 435-615-5060.

Thank you,

Beth Bynan
Business License Specialist-Finance Department
Park City Municipal Corporation



To: Halo Armament, LLC
c/o Benjamin Pillmore
2897 American Saddler Drive
Park City, UT 84060

March 17, 2016

Re: Supplement Letter Regarding License Application BL-16-05220

Dear Mr. Pillmore,

As was indicated in our February 23, 2016 letter, your business license application for a Home Occupation is denied. As listed on the business license application form, the home occupation business description is for "firearm assembly." You have also called the business gun manufacturing/production of fire arms. In addition, it has been indicated from the inspection which occurred on February 9, 2016, that you are also intending on loading and selling ammunition. However, your Home Occupation license application does not include this intended use.

The home is located at 2897 American Saddler Drive. The site is lot 61 of the Fairway Meadows Subdivision. The site is in the Residential Development (RD) District. The Land Management Code (LMC) RD District lists a home occupation as an allowed use. The LMC defines a home occupation as *"a Business carried on entirely within a dwelling by Persons residing within the dwelling, which Business is clearly incidental and secondary to the Use of the dwelling for residential purposes."*

LMC § 15-4-3 provides regulations regarding home occupations. The following items below contain in italics the home occupation regulations and findings regarding each criteria:

- A. *A Home Occupation is a permitted Accessory Use, conducted and carried on entirely within a dwelling, or within an accessory Structure on the same Lot, by Persons residing in the dwelling, which Use is clearly incidental and secondary to the Use of the dwelling for dwelling purposes and does not change the residential character thereof.*

The business license compliance report, attached, lists that 121 square feet would be used as an office (home occupation) and 100 square feet would be used for storage. The total home

occupation area is five percent (5%) of the built house (according to Summit County records the house is 4,465 square feet including the garage). See item I below regarding the use being clearly incidental and secondary to the use of the residential dwelling.

- B. *Only those Persons making the home their primary residence may be employed in a Business operated from that home.*

Staff does not have any records indicating that person(s) employed in the proposed business from this home are primary residents or “reside within the dwelling.” Thus, the application must be denied because there is inadequate proof that you “reside within the dwelling.” You have indicated that you and your fiancée are living in New York City and work in New Jersey. The home is owned by your parents. You stated that you try to return for Saturdays every week, although it doesn’t always happen. You were not present for the inspection because you were in New York.

- C. *A Home Occupation shall not include the on-Site sale of goods or merchandise except those, which are produced on the premises, or those that are clearly Incidental Retail Sales, and shall not involve the Use of any outdoor yard space to conduct the Business, with the exception of permitted agricultural and horticultural products. Activity outside of the Buildings, related to the Home Occupation that is not normally associated with a Residential Use is not permitted.*

The requested home occupation business license does not include the sale of goods. Incidental Retail Sales are defined as “the sale of common items associated with a Home Occupation and not produced on the premises that might be sold along with a product that is, such as a picture frame for a photo, or a swatch of material or extra buttons for an item of clothing, etc.” The home occupation business license request does not indicate sales, outdoor yard space, or outside activity.

- D. *The Use of mechanical equipment shall be limited to small tools whose Use shall not generate noise, vibration, smoke, dust, heat, glare, or odors perceptible beyond the premises of the dwelling.*

It is noted that the inspection passed. More information would be helpful in determining the use of small tools (mechanical equipment) and their generation of noise, vibration, smoke, dust, heat, glare, or odors.

- E. *The total Area used for the Home Occupation shall be limited to no more than one-half (½) of the floor Area of the first floor and shall not change the residential character of the Building. This does not require the Home Occupation to occupy only the first floor.*

Not enough information was presented to staff in determining the amount of the first floor; however, based on the square footage of the house, according to Summit County records and the amount proposed to be used (221 sf), it would seem that this standard can be met.

- F. Outdoor storage of equipment, materials, and supplies associated with a Home Occupation is prohibited. Storage of equipment, materials, and supplies associated with a Home Occupation, within a garage, shall not displace required Off-Street parking.

The requested home occupation business license does not seem to request outdoor storage.

- G. There shall be no exterior advertising of Home Occupation Businesses on the premises by window displays or signs.

None requested.

- H. No traffic may be generated by such Home Occupation in a volume that creates a need for parking greater than that which can be accommodated on the Site consistent with the residential parking requirements or which is inconsistent with the normal parking usage of the district.

A single-family dwelling requires a minimum of two (2) parking spaces.

- I. A Home Occupation may include, but is not limited to, the following, provided that all requirements contained herein are met:
 - 1. arts and crafts studio;
 - 2. culinary products Kitchen or studio;
 - 3. dressmaking or millinery work;
 - 4. professional office;
 - 5. home office for insurance or real estate sales or telemarketing; or
 - 6. teaching and tutoring.

The applicant is not requesting any of the listed examples of appropriate home occupations. Staff acknowledges that this is a sample list, as the LMC uses the term: *but not limited to*; however, the listed sample home occupations are expected to be found in a residential neighborhood. While staff acknowledges that there are other home occupations appropriate within a residential district, staff does not consider firearm assembly or ammunition loading to be one of them. While the LMC does not define the term *assembly*, the term is associated with manufacturing, production, industrial uses, etc.

Further, Staff does not find a **firearm assembly** use to be clearly incidental and secondary to the Use of the dwelling for residential purposes. Moreover, the Light Industrial and General Commercial Districts allow the use of *light industrial manufacturing and assembly facility* as a Conditional Use Permit (CUP) to be reviewed and approved by the Planning Commission. Staff finds that this use would be appropriate, subject to a CUP, in the LI or GC District.

A. A Home Occupation shall not be interpreted to include the following:

- a. animal hospital;*
- b. long term care facility;*
- c. restaurants, bars, cafes and other general commercial retail Uses;*
- d. Bed and Breakfast Inns; or*
- e. Child Care or Group Care Facilities.*

While the home occupation is not one of these prohibited uses as home occupations, it does not indicate that there are other uses that should also not be interpreted as home occupations.

As previously indicated, you should have received a refund in the amount of **\$156.62**. This is your application fee, less \$25.00 that the City keeps for processing costs.

Pursuant to Municipal Code 4-2-11, if you wish to appeal this determination, you must do so within 10 days of the date of this letter in writing to the Park City Council with your reasons and filed with City Recorder Michelle Kellogg.

The Park City Council shall hear the appeal within thirty (30) days of notice of appeal. If you wish to have the appeal heard outside of this 30 day window, you must make that request in writing to the Council who has the discretion to grant or deny such a request.

Thank you,

Beth Bynan
Business License Specialist-Finance Department
Park City Municipal Corporation

Exhibit E

To: Michelle Kellogg, City Recorder
Park City Municipal Corporation
445 Marsac Ave.Box 1480
Park City, UT 84060

RE: Halo Armament - Business License - Appeal Letter

Dear Michelle,

This letter serves as Halo Armament LLC's official appeal of Park City Municipal Corporation's denial of Halo Armament LLC's application for a business license under the Park City Municipal Codes. The following appeal references sections and paragraphs from the Letter of Denial issued by the Park City Municipal Corporation on the 17th of March, 2016.

Item B (Paragraph 4) - The home located at 2897 American Saddler Drive, is indeed my primary residence. The absence of evidence to support the claim made by the Park City Municipal Corporation that this is not my primary renders this item invalid.

Attached with this letter is a document from my employer stating that I am a Utah-based consultant.

Item C (Paragraph 5) - It was the understanding of Halo Armament that the business license application was not concerned with the sale of goods, as the primary focus of the application was the approval of the home occupation use type. Halo Armament intends to sell goods produced onsite and has already obtained a State of Utah Sales Tax ID to support this claim and has received federal approval and licensing for the production of the goods outlined in the business license application and correspondence with the Park City Municipal Corporation (firearm & ammunition assembly).

Item D (Paragraph 6) - Halo Armament's assembly of firearms & ammunition utilizes specialized, manually-operated equipment that produces little to no noise, no vibration, no smoke, no heat, no glare and no odor. If it is not physically observed, it is hardly detectable by sound through a door.

Ammunition:

Halo Armament would like to produce ammunition using a Dillon Precision 550b Ammunition Press. The 550b is table-mounted and driven by the physical motion of the operator's arm, similar to that of a slot machine. Each pull of the machine's handle actuates a piston that drives what is called a 'Shell Plate' upward into a series of tool-heads that perform the various functions of loading (or reloading) a round of ammunition.

In the course of **new-manufacture** ammunition, the following steps and details are observed:

1. The operator checks the stations of the machine to ensure that the tool-heads are properly mounted and tightened to the recommended torque ratings.
2. The operator then performs a self-safety check to make sure he/she has the correct eye protection and that the work station is free from obstructions and ignition sources.
3. The operator then checks the machine's battery-operated warnings. (The Dillon Precision 550b in use by Halo Armament utilizes two alarms: A low-powder sensor that indicates when the powder hopper is getting low by producing a continuous 'beep' sound and red light once activated. The second alarm indicates when the primer fill tube is running low and alerts the operator via a similar, continuous 'beep' sound. Both of these warnings allow the operator to focus on loading ammunition and not worry about supply levels).
4. The operator prepares the ammunition press for loading procedures by filling the smokeless propellant hopper and primer feed tube connected to the tool-head mount at the top of the press. (The smokeless propellant and primers are stored separately in static-free containers and never in quantities exceeding fire code recommended amounts).
5. The operator then places the desired quantity of bullets in the bullet tray on the left hand side of the press for convenience during the loading process.
6. The operator then lubricates the new, brass cases with Case Lubricant to prevent the cases from becoming lodged in the tool-heads during the loading process.
7. The operator then begins the loading sequence.
8. A brass case (Case 1) is inserted into the shell plate's Station 1 and the operator pushes forward on the actuating handle, causing the primer seating action to drive and seat a primer in the primer pocket of Case 1.
9. The operator then rotates the shell plate with his/her thumb to move the Case 1 to Station 2 while simultaneously loading another case (Case 2) into Station 1.
10. The operator then pulls down on the actuating handle to drive Case 1 into the powder dispensing station, filling the case with a measured powder charge governed by loading manuals and extensive load development testing conducted by third parties and Halo Armament.
11. The operator then pushes the handle forward to seat a primer in Case 2 at Station 1 before rotating the shell plate again to align Case 1 with Station 3, Case 2 with Station 2, and loading a third case (Case 3) in Station 1.
12. The operator pushes the actuating handle forward, seating a primer in Case 3 at Station 1.

13. The operator then places a bullet in the case mouth of Case 1 at Station 3 before the pulling the handle down, dispensing a powder charge into Case 2 at Station 2 and seating a bullet in Case 1 at Station 3.
14. The operator then rotates the shell plate to align Case 1 at Station 4, Case 2 at Station 3, Case 3 at Station 2 and places a new case (Case 4) into the shell plate at Station 1.
15. The operator then pushes the handle forward, seating a primer in Case 4 at Station 1 before pulling the handle down, dispensing a powder charge into Case 3 at Station 2, seating a bullet in Case 2 at Station 3 and pressing Case 1 into Station 4, making a fine adjustment to the bullet seating depth in Case 1 and uniformly sizing the neck around the bullet.
16. The operator then rotates the shell plate, causing Case 1 (now Round 1), to fall into the plastic, assembled ammunition tray. The process then repeats until the operator needs to pause to refill supplies or until the order has been filled.

The process for reloading ammunition is almost identical to that of new-manufacture, however there are cleaning and brass case resizing steps added before and during Station 1.

To perform a reload (reloading operator-approved fired ammunition), the operator will place fired brass (brass cases from ammunition that has been fired) into a sonic cleaning tank that heats a cleaning solution comprised of water and a solvent to a prescribed temperature. The tank then produces ultrasonic vibrations that remove carbon, dirt and any other particulates from the brass over the course of 30 minutes to 2 hours depending on the condition of the brass.

The operator then inspects the brass by hand to determine if there is any significant damage (e.g.: a crack) to each case. Once satisfied, the accepted brass is lubricated and follows the same steps as new-manufacture ammunition, however the operator must pull down on the Dillon 550b handle at Station 1 prior to pushing it forward to resize (bring the brass back into outer dimension tolerances for the caliber) and de-prime (remove the spent primer) the brass before inserting a new primer and continuing through Stations 2-4.

Firearm Assembly:

Halo Armament intends to assemble and register new firearms in the course of business. This process involves no machinery, unlike the production of ammunition. Halo Armament does not manufacture any part for firearm assembly. The process is purely manual and involves the purchase of separate components (In the case of an AR-15 type firearm: an upper receiver, a lower receiver, a barrel, grip, trigger, fire control assembly, iron sights, optics (optional), butt-stock, bolt carrier assembly, muzzle device, hardware and any other furniture desired by the client or at Halo Armament's discretion). All of these components are assembled by hand or with manual tools such as a nylon hammer, a punch set and a gun vise (table mounted vise with a polymer block designed to grip a firearm).

Paragraph 11 - Firearm assembly and ammunition loading are both lawful activities that do not require any special licensing or permission to conduct in the privacy of one's own home. Halo Armament seeks to do what is permissible for any private citizen and has sought to abide

by the federal, state and local laws in its pursuit of a viable business including many months and expense to obtain a Federal Firearms License suitable to the loading of ammunition and the assembly of firearms for sale. The Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) has issued other private citizens Federal Firearms Licenses within Park City which indicates that prior applications for a business license related to firearms have been granted by the city in the past and Halo Armament would like to cite those issuances in its appeal and seeks further clarification on the business licenses that were issued.

Paragraph 12 - As described above, related to **Item D**, the assembly of firearms and loading of ammunition in the context of Halo Armament's business is hardly that of a Light Industrial or Commercial scale business and can easily be classified as a hobby-scale business. The business model of Halo Armament was borne out of a sport pursued by me while in residence in Park City and was an initiative to enhance my performance via loading my own ammunition.

Closing Statement

Halo Armament has sought to follow each step of the city, state and federal business licensing procedures without fault in its pursuit of this business and will do whatever is necessary to move forward.

There have been countless books, articles, papers, individuals, companies and time involved and consumed in the design and implementation of this business case and Halo Armament would like to commit that knowledge and information it was founded upon into world-class products.

Halo Armament does not seek to immediately take on commercial property and expenses that it cannot support in its infancy and would like to be allowed to conduct its business, at this small scale, without the need for incredible amounts of overhead. When appropriate Halo Armament will begin investigating a move to a commercial space to enhance and increase its productivity, however, at this stage in its lifecycle, a mandate from the city stating that in order to exist it must move to commercial space will be a massive set back and crush any momentum and conversations that have taken place with potential clients.

Halo Armament would like to appeal to the Park City Municipal Corporation's sensibilities and understanding in this matter and please, do not hesitate to contact me with any questions.

Sincerely,



Benjamin A. Pillmore

Director - Halo Armament LLC

b.pillmore@halo-armament.com



March 28, 2016

VIA ELECTRONIC MAIL

Benjamin Pillmore
PO Box 681900
Park City, UT 84068
b.a.pillmore@me.com

Dear Benjamin Pillmore or To Whom It May Concern,

This letter confirms that you are currently employed by Apex Systems as a full-time, temporary employee on assignment as a Functional Consultant for Wolters Kluwer FS. Your employment began on 4/20/2015, and you make an hourly wage of \$82.00.

If you have any questions or require additional information, please contact Employee Services at (866) 923-2739.

Sincerely,

Julia Nealeigh

Julia Nealeigh | Employee Services | Apex Systems | Lab Support | Valesta
4400 Cox Road, Glen Allen, Virginia 23060
Office: 866-923-2739 | Fax 804-237-8350
jnealeigh@apexsystemsinc.com | www.apexsystemsinc.com



March 28, 2016

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Benjamin Pillmore
PO Box 681900
Park City, UT 84068
b.a.pillmore@me.com

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If you have any questions or require additional information, please contact Employee Services at (866) 923-2739.

Sincerely,

Julia Nealeigh

Julia Nealeigh | Employee Services | Apex Systems | Lab Support | Valesta
4400 Cox Road, Glen Allen, Virginia 23060
Office: 866-923-2739 | Fax 804-237-8350
jnealeigh@apexsystemsinc.com | www.apexsystemsinc.com



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 -9754

April 07, 2016 through May 05, 2016

Account Number: 000000 7998



00002507 DRE 602 211 12716 NNNNNNNNNY 1 000000000 04 0000

BENJAMIN A PILLMORE
2897 AMERICAN SADDLER DR
PARK CITY UT 84060-6936

CUSTOMER SERVICE INFORMATION

Web site:	Chase.com
Service Center:	1-800-935-9935
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679



00025070101000400021

2015 Utah Forms to Print and Mail

Important: Your taxes are not finished until all required steps are completed.



Benjamin A Pillmore
PO Box 681900
Park City, UT 84068

What You Need to Mail	Your return shows a balance due of \$268.00. Mail your completed Form TC-547 with included payment of \$268.00 made payable to Utah State Tax Commission by April 18, 2016 to: Mail to: Utah State Tax Commission 210 North 1950 West Salt Lake City, UT 84134-0266 Do not mail Form TC-547 with payment until your return has been ACCEPTED for electronic filing by the Utah State Tax Commission. However, if your return still hasn't been accepted by the due date, don't wait. Go ahead and mail in Form TC-547 with your payment.								
Balance Due/ Refund	Your Utah state tax return (Form TC-40) shows a balance due of \$268.00. You can also pay your balance due by credit card. For more information, go to taxexpress.utah.gov.								
2015 Utah Tax Return Summary	<table><tr><td>Taxable Income</td><td></td></tr><tr><td>Total Tax</td><td></td></tr><tr><td>Total Payments/Credits</td><td></td></tr><tr><td>Payment Due</td><td></td></tr></table>	Taxable Income		Total Tax		Total Payments/Credits		Payment Due	
Taxable Income									
Total Tax									
Total Payments/Credits									
Payment Due									
Forms Included	Utah Individual Income Tax								

Individual Income Tax Return Payment Coupon**USE OF PAYMENT COUPON**

If you have a tax due balance on your Utah individual income tax return and you have previously filed your return (either electronically or by paper) without a payment, include the payment coupon below with your check or money order to insure proper credit to your account. Do not mail another copy of your income tax return with this payment. Sending a duplicate of your return may delay posting of the payment.

If you are sending a payment with your paper Utah individual income tax return, include the payment coupon below with your check or money order, to insure proper credit to your account.

Do not use this return payment coupon to prepay future individual income taxes. Use form TC-546.

ELECTRONIC PAYMENT

You may pay your tax online at taxexpress.utah.gov.

HOW TO PREPARE THE PAYMENT

Make your check or money order payable to the Utah State Tax Commission. Do not send cash. The Tax Commission does not assume liability for loss of cash placed in the mail.

Print your name and address, daytime telephone number and the year the payment is for on your check or money order.

SENDING PAYMENT COUPON

If sending this payment coupon separate from your individual income tax return, do **NOT** mail another copy of your return with this payment.

Complete and detach the payment coupon below.

Do not attach (staple, paper clip, etc.) the check or money order to the payment coupon.

Send the payment coupon and payment to:

**Utah State Tax Commission
210 N 1950 W
Salt Lake City, UT 84134-0266**

✂ **SEPARATE AND RETURN ONLY THE BOTTOM COUPON WITH PAYMENT. KEEP TOP PORTION FOR YOUR RECORDS.** ✂

Individual Income Tax Return Payment Coupon

Mail to: Utah State Tax Commission, 210 N 1950 W, SLC UT 84134-0266

INTUIT **TC-547**
Rev. 12/11

Tax year ending 2015

USTC Use Only

Primary taxpayer name BENJAMIN A PILLMORE		Social Security no. 	
Secondary taxpayer name		Social Security no.	
Address PO BOX 681900			
City PARK CITY	State UT	Zip code 84068	
Payment amount enclosed		\$	268. 00

REV 11/11/15 TTO

Make check or money order payable to the Utah State Tax Commission. Do not send cash. Do not staple check to coupon. Detach check stub.

11004



PO BOX 4003
ACWORTH, GA 30101

KEYLINE



BENJAMIN PILLMORE
2897 AMERICAN SADDLER DR
PARK CITY, UT 84060-6936

Verizon Wireless News

Save Time Go Online

If you have questions about your bill, or need help with your devices, you can find answers using go.vzw.com/Support. You can also easily access Support through the My Verizon Mobile app. Try it today.

Manage Your Account	Account Number	Date Due
www.vzw.com	788539520-00001	05/27/16
Change your address at vzw.com/changeaddress	Invoice Number	3402730765

Quick Bill Summary

Apr 02 – May 01

Previous Balance <i>(see back for details)</i>	\$434.02
Payment – Thank You	–\$434.02
Balance Forward	\$.00
Account Charges and Credits	\$39.58
Monthly Charges	\$293.00
Usage and Purchase Charges	\$19.74
Equipment Charges	\$70.82
Verizon Wireless' Surcharges and Other Charges & Credits	\$9.35
Taxes, Governmental Surcharges & Fees	\$7.65
Total Current Charges	\$440.14

Total Charges Due by May 27, 2016 \$440.14

Pay from phone	Pay on the Web	Questions:
#PMT (#768)	My Verizon at www.vzw.com	1.800.922.0204 or *611 from your phone



BENJAMIN PILLMORE
2897 AMERICAN SADDLER DR
PARK CITY, UT 84060-6936

Bill Date May 01, 2016
Account Number 788539520-00001
Invoice Number 3402730765

Total Amount Due

will be submitted to credit card on 05/25/16
DO NOT MAIL PAYMENT

\$440.14

P.O. BOX 15062
ALBANY, NY 12212-5062



34027307650107885395200000100000044014000000440147

UT
USA

Utah DRIVER LICENSE



COMMISSIONER OF PUBLIC SAFETY

4d 171835770

4a Iss 09/04/2014

1 PILLMORE

2 BENJAMIN ASHTON

3 DOB 02/05/1988

8 2897 AMERICAN SADDLER DRIVE
PARK CITY, UT 84060

5 DD 1 Z

4b Exp 02/05/2020

9 Class D 9a End M

12 Restrictions A

DONOR N 16 Hgt 6'00" 18 Eyes BLU

15 Sex M 17 Wgt 165 19 Hair BRO



Excerpt from Fairway Meadows Home Owners Association CC&Rs

4.3. No Business or Commercial Uses. No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more Lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 75% of the Lots are sold, or (b) the use by any Owner of his Lot for a home occupation. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the Lot to conduct business, or which requires any employees outside of the Owner's immediate family or household. No retail sales of any kind may be made in the Subdivision.

From Fairway Meadows HOA

May 17, 2016

To Whom It May Concern:

Each homeowner in Fairway Meadows is provided a copy of our CC&Rs prior to ownership transfer. Each homeowner willingly accepts and must adhere to the tenants of the CC&Rs. Each homeowner is subject to the CC&Rs.

Please be advised that our CC&Rs [Copy attached, dated 1988], section "4.3 No Business or Commercial Use." specifically prohibits any homeowner from operating any business from said property.

It has come to our attention there may be an application for a home-based business license in our HOA from one of our homeowners.

It would be a grave degradation of the intent of the HOA, and its participants for any municipal, county or state government to grant business operations permit in violation of the HOA CC&Rs, and the HOA will vigorously defend its position.

Thank you for your attention to this matter.

Respectfully,



Mitch Levin,
President FM-HOA



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

The Park City Historical Society has applied for a fee waiver for building, planning and engineering fees associated with the construction of a new building at 2079 Sidewinder Drive, Park City. Total fees for Building, Planning and Engineering are \$17,837.03. PCMC 11-12-15 requires Council to approve fee waivers above \$5,000.00.

Respectfully:

Michelle Downard, Deputy Chief Building Official

City Council Staff Report

Subject: Park City Historical Society- Fee Waiver Request
Author: Michelle Downard, Deputy Chief Building Official
Department: Building Department
Date: June 2, 2016
Type of Item: Administrative

Summary Recommendation

Staff recommends Council to approve \$8,918.52 (50% of the fee waiver request of \$17,837.03) for the Park City Historical Society in accordance with the Park City Municipal Code (PCMC) 11-12-15.

Executive Summary

The Park City Historical Society has applied for a fee waiver for building, planning and engineering fees associated with the construction of a new building at 2079 Sidewinder Drive, Park City. Total fees for Building, Planning and Engineering are \$17,837.03. PCMC 11-12-15 requires Council to approve fee waivers above \$5,000.00.

Acronyms

PCMC Park City Municipal Code

The Problem

The Park City Historical Society is a non-profit organization with tangible long term benefit to Park City Municipal Corporation and its citizens. The organization has stated that the fees associate with the development of a new structure detract from the organization's ability to maximize the benefits of that structure.

Background

- The Park City Historical Society is building a new commercial structure on an existing vacant lot located at 2079 Sidewinder Drive, Park City.
- The Park City Historical Society Inc has operated as a non-profit in Park City since 1984 and maintained a Park City Business License since 2002.
- The new Education and Collection Center is proposed to house Park City's historic collection of objects, archives, and historic photographs that document Park City's past. The Collection includes many documents acquired from Park City Municipal over the past 30 years. The Center will also provide workshops and educational programs for local youth, students, residents and visitors currently unavailable in Utah.
- The fees for building, planning and engineering are calculated according to the cost of providing the services related to the development. Therefore, any waiver of fees would have to be absorbed by the already allocated General Fund.
- Generally, staff believes that a 50% waiver of fees with a \$10,000 maximum is appropriate to be considered for a waiver as it can be absorbed by the General Fund. However, any higher amount would be too large of a strain on the General Fund for the City to absorb. Although the Building Department is not an

enterprise fund, nor is it recommended to be so because of the fee revenue volatility due to changing market conditions, it is important the Council consider maintaining a balance between building fee demands on the staff and their associated costs. Substantial decreases in building revenue will lead to a decrease in expenditure budget.

- Impact Fees (including water, public safety and streets) will be calculated in association with the new development but should not be included for consideration in this fee waiver request. Impact fees are required to be reviewed through the offset, waiver, appeal or independent fee calculation process in accordance with PCMC Title 11, Chapter 13. The Park City Historical Society has been informed of this requirement.
- The subject fees include the \$2,200 of fees already paid (Plan Check and Design Review).

Analysis

- The Park City Municipal Code (PCMC) 11-12-15 allows for fees to be reduced or waived for public or non-profit projects which are deemed to serve a beneficial public purpose, provided that any waiver or reduction in excess of five thousand dollars (\$5,000) must have City Council approval.
- The total valuation for the development is \$1,277,343. Fees have been calculated in accordance with the adopted fee schedule. Total fees for building, planning and engineering are \$17,837.03.
- Staff recommends a waiver of 50% of the all fees, for a total sum of \$8,918.52.

Building Fees	
\$7,817.53	Building Permit (\$2,000 already paid)
\$1,781.39	Plan Check
\$58.18	State Fee
\$874.75	Sub Electrical
\$1,732.95	Sub Mechanical
\$1,352.15	Sub Plumbing
\$39.60	State Fee
\$13,656.55	Total

Planning Fees	
\$320.00	Master Sign Plan
\$517.30	Design Review (\$200 already paid)
\$837.30	Total

Engineering Fees	
\$1,143.18	New Water Meter
\$200.00	Work in the ROW Permit
\$2,000.00	Work in the ROW Guarantee
\$3,343.18	Total

Alternatives for City Council to Consider

- Approve:** Approve a waiver of 50% of the fees consistent with the staff recommendation.
- Deny:** Council can deny the request for any waiver and the Park City Historical Society will be responsible to pay all calculated fees.
Pros: The City would not be negatively impacted by the cost of providing services without compensation.
Cons: The Park City Historical Society would be responsible to pay all fees.
- Amend:** Council may amend the current recommendation and waive a higher or lower percentage of the fees currently under consideration for waiver.

D. Continue: Council may continue the item.

Department Review

The Engineering, Planning and Executive Department have reviewed this staff report.

Attachments

EXHIBIT A Park City Historical Society- Fee Waiver Request

EXHIBIT A Park City Historical Society- Fee Waiver Request

May 19, 2016

Mayor and City Council
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060



RE: Waiver of Building, Planning and Engineering Fees

Board of Trustees

Ron Butkovich
President

Karen Keating
Vice President

Gil Williams
Treasurer

Monique Abbott
Hal Compton
Greg Cropper
Marcie Davis
Elisabeth Flaherty
Lynn Fey
Julie Hopkins
Barbara Jones
Noah Levine
Ken Martz
Ben Massimino
Cindy Matsumoto
Linda McReynolds
Bonnie Peretti
Sydney Reed
Zibby Tozer
Janice Ugaki

Honorable Mayor & City Council:

The Park City Historical Society & Museum is pleased to submit construction documents for our new annex building in Prospector Square, the Park City Museum Education and Collections Center.

Per City policy, we understand building permit related fees may be waived for “non-profits which clearly provide a public benefit”. PCHS&M is committed to preserving Park City’s history in perpetuity. Our collections consist of irreplaceable Park City documents, objects and historic images, including many Municipal documents. Our new building in Prospector will house all our collections not on exhibition at the Park City Museum. The building’s design includes unique HVAC and fire suppression systems to provide the specific climate necessary in the long-term preservation of objects, documents and images. Indeed, we have consulted with the Marriott Library Special Collections staff to design a quality facility.

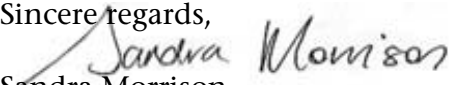
Our collections and archives have proven instrumental in recent City efforts including development of the Historic Sites Inventory and the ongoing Intensive Level Survey that the consultant for the city, CRSA, is currently completing. We also provide all these resources and work with historic homeowners since the Historic District application requires a complete building history. Indeed, the city supports these efforts through a Special Service Contract knowing this professional research assistance cannot be provided by any city department or other entity.

Given that the building will provide a clear public benefit, we are requesting a waiver these fees:

- Building Permit fee
- Plan Check fee
- State fee
- Planning fees including sign plan
- Engineering fees including water meter and work in right-of-way

We appreciate your support in this matter. Please do not hesitate to contact me if you have questions or need additional information.

Sincere regards,


Sandra Morrison
Executive Director



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that Council hold a public hearing for those in attendance wishing to address items in the Tentative Budget.

Respectfully:

Michelle Kellogg, City Recorder



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Council should consider approving a resolution which would adopt the amended Personnel Policies and Procedures Manual for the City.

Respectfully:

Kory Kersavage, Budget Analyst

Resolution No. (ID # 1853)

**Consideration to Adopt Resolution 12-2016, a Resolution Adopting the Revised
Personnel Policies and Procedures Manual, Dated July 1, 2016 for Park City
Municipal Corporation**



Resolution No. 12-2016

**A RESOLUTION ADOPTING THE REVISED PERSONNEL POLICIES
AND PROCEDURES MANUAL, DATED JULY 1, 2016 FOR
PARK CITY MUNICIPAL CORPORATION**

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

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

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

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

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

SECTION 1. ADOPTION. The Personnel Policies and Procedures Manual, dated July 1, 2016 attached hereto, is hereby adopted and the 2015 version is hereby repealed including any temporary amendments thereto adopted by the City Manager

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect on July 1, 2016.

PASSED AND ADOPTED THIS 2nd day of June, 2016.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney

July 01, 2015

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

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

Section One (1)

GENERAL PROVISIONS

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

1.1 Interpretation

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

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

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

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

1.2 Applicability

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

1.3 Violations

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

1.4 Maintenance

This manual shall be maintained and updated by the Human Resources Manager as directed by the City Manager. The Legal Department and a City Manager appointed Policies and Procedures (P&P) Task Force shall review this manual annually. The official copy of the Personnel Policies and Procedures shall be kept in the Human Resources department and is available on the employee portal ep.parkcity.org. Supervisors/managers having any questions on whether or not a policy is current should check with Human Resources for clarification. Employees who have suggested changes to this manual are encouraged to provide that information in writing to Human Resources and/or their manager for review.

1.5 Departmental Rules

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

1.6 Notice of Federal Employment Laws

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

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

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

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

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

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

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

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

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

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

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

Section Two (2) **EMPLOYMENT**

2.1 Equal Employment Opportunity

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

2.2 Appointments

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

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

a. Probationary Appointment

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

A manager may recommend an employee be changed from probationary status to regular status in less than six months for non-Public Safety employees and in less than twelve months in the case of Public Safety employees for exemplary performance. The Department Manager must forward written justification along with the Personnel Action Form (PAF) to the Human Resources Department for review and submission to the City Manager for final approval. Only under specially approved circumstances will an employee be allowed to serve a probationary period of

less than three months. The probationary period may be extended beyond the initial six or twelve month period for up to six additional months if the employee's performance has been marginal or if there are any other performance, attitude, ethics and/or code of conduct issues which warrant extending the probationary period. A written performance evaluation must accompany any probationary period extension and an additional written evaluation will be required at the end of the extended period. A manager may award a pay increase as part of the evaluation based on performance, but probationary employees are not eligible for a lump merit increase for the time they are on probation.

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

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

b. Full-Time Regular Appointment

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

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

c. Promotional Probation Appointment

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

d. Acting Appointment

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

e. Part-Time Appointment

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

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

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

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

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

f. Seasonal Appointment

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

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

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

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

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

g. Special Employment Agreement

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

h. Volunteers

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

i. Community Service

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

j. Student Intern

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

2.3 Rehire Policy

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

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

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

The written request must show supportable evidence of the following:

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

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

2.4 “Fitness for Duty” Medical Examinations

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

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

2.5 Pre-Employment Drug Testing

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

2.6 Federally Required Drug Testing

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

2.7 Hiring Relatives & Dating

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

current employee. The City also reserves the right not to promote or transfer an employee who is or may become related to a current employee.

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

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

2.8 Child Labor Underage Workers

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

14-15 year-old restrictions:

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

16-17 year-old restrictions:

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

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

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

Section Three (3)

CHANGE IN EMPLOYMENT STATUS

3.1 Transfer

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

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

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

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

3.2 Promotions

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

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

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

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

3.3 Transfers for Disciplinary Reasons (Demotion)

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

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

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

3.4 Department Reorganization

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

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

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

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

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

3.5 Resignation & Discharge

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

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

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

3.6 Reduction in Force

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

3.7 Final Paycheck

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

3.8 Separation Agreement

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

Section Four (4)

Employee Pay and Work Practices

4.1 Classification & Pay: Plan and Administration

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

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

4.2 Employee Pay

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

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

4.3 Work Week & Pay Periods

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

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

4.4 Break Time and Lunch Period

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

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

4.5 Time Keeping

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

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

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

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

Falsification of time clock entries no matter what method used, or allowing any employee to punch in or out for another employee is prohibited and can result in immediate and severe disciplinary action, up to and including termination. Should any discrepancy occur in a time clock entry, employees should contact

their supervisor immediately. Any team member or supervisor who signs another employee's timesheet is accountable for the verification and accuracy of the time declared.

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

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

4.6 Overtime

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

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

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

Any non-exempt employee must obtain his/her supervisor's approval to conduct City-business while off-duty. This includes but is not limited to answering or sending phone calls and emails for City-business while off-the-clock.

4.7 Garnishments & Wage Attachments

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

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

4.8 Payroll Deductions

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

4.9 Flex Schedules

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

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

4.10 Telecommuting

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

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

4.11 Absences & Tardiness

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

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

Employees who know they will be absent on three or more consecutive work days are required to notify their supervisor in advance of their absence. Employees who are absent on consecutive work days as a result of day-to-day illnesses are required to notify their supervisor each day. Employees who take sick leave for three or more consecutive shifts are required to provide their supervisor or department manager with a doctor’s note from a certified medical provider upon return to duty verifying their ability to return to

work full duty. Supervisors should forward all doctors notes to Human Resources. Absences occurring around regularly scheduled days off are considered consecutive. For example, Thursday, Friday, Monday absences are considered three consecutive work days for those working a typical work week.

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

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

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

4.12 Salary Increase and Performance Evaluations

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

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

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

b. Merit Increase to Employee Pay

All employees meeting expectations with no performance issues raised in the most recent evaluation will be eligible for an increase. Merit increases in pay must be effective concurrent with the annual performance review process effective January 1 of each year. If an employee's salary is above the Top of Range rate for his/her position classification because the position was redlined due to employee transfer, etc. regardless of the reason, any increase will be calculated and treated as though the employee was at Top of Range.

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

c. Performance Reviews

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

Realistic rating of each employee's performance should be conducted, and result in appropriate recognition of differences in individual performance. Eligibility for salary increases within a specific job is based upon how well an employee performs during any given review period. It is

therefore essential that performance be formally reviewed and proper documentation is submitted to the Human Resources Department.

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

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

d. Full-Time Regular Employee Reviews

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

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

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

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

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

e. Pay upon Promotion

When a full-time regular status employee is promoted to a higher position classification, the employee shall be eligible for an increase in pay within the pay range of the higher position classification. The percentage of the increase shall be recommended by the Department Manager and submitted to the Human Resources Manager for review. Following review, the Human Resources Manager shall submit the recommendation to the City Manager for final approval.

Only on special approval by the City Manager will an employee be allowed to immediately move to the working level of the pay range in which they are being promoted.

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

4.13 Bonuses

a. Purpose

The bonus program is designed to provide recognition for a specific incident that goes above and beyond an employee's normal job duties, as well as recognition for safety, accident record, and/or other on-the-job accomplishments and contributions. Gifts and gift cards purchased with City funds and given to employees are considered bonuses, and must be categorized and approved per the processes below.

b. Bonus Categories

1. Instant Bonus

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

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

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

3. Merit Bonus

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

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

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

5. Part-time Employee Performance Bonus

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

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

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

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

7. Perfect Attendance Bonus

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

c. Documentation and Procedure

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

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

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

4.14 Release Time

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

4.15 On-Call Pay

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

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

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

4.16 Sick Leave & Sick Leave FMLA

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

When an employee is absent due to illness, doctor's appointment, or dental appointment, the time will be recorded as Sick Leave on time sheets. Employees taking three or more consecutive work days as leave will be required to provide documentation of illness or medical necessity from a physician upon return to work to their supervisor, team or the Human Resources department. Supervisors or teams receiving sick leave notes from employees should forward them to the Human Resources department immediately. It is the responsibility of the supervisor or team to monitor the amount of sick time being used and deal with

abusers through the formal disciplinary procedures as provided in Section 5.14 Disciplinary Procedures. Employees with consistent patterns of sick leave, whether on paid or unpaid leave status, may be subject to disciplinary action up to and including termination. Consistent patterns of illness may include Monday and Friday absences, or consistent sick leave taken in any month or over a period of several months. This applies to both non-exempt and exempt status employees.

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

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

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

4.17 Sick Leave Family & Sick Leave Family FMLA

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

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

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

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

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

4.18 Parental Leave

a. Maternity Leave

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

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

Paternal Leave up to 80 hours with pay will be granted to a father or domestic partner to provide care and assistance for the birth or adoption of a child and/or his/her mother. Once paternal leave hours are exhausted, additional unpaid hours may be granted under the Family Medical Leave Act (FMLA). Paid Paternity Leave hours will be counted towards the 12 weeks of leave allowed by the Family Medical Leave Act. See **Section 4.19** Family Medical Leave. Once paternal leave hours are exhausted, Paternal Leave is not considered Family Illness unless specifically designated as such by a physician. Only full-time regular employees are eligible for Paternal Leave. Paternal Leave is part of the City's core benefits package.

c. Coordination with Family Medical Leave Policy

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

4.19 Family Medical Leave

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

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

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

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

- the birth and care of a newborn child of the employee,

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

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

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

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

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

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

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

The definitions and rules set forth in the Family and Medical Leave Act of 1993 and the Department of Labor Rules and Regulations are used to determine if an employee qualifies for leave under this policy. Employees who request leave for their own serious health condition or for the serious health condition of a family member are required to provide the City with a complete U.S. Department of Labor Form WH-380 Certification of Health Care Provider. This form can be found in the HR section of the Employee Portal under *Employee Leave* and also in the Human Resources Department.

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

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

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

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

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

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

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

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

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

4.20 Return to Work from Medical Leave

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

Employees absent for three or more consecutive work days or regularly scheduled shifts will be required to provide documentation of illness or medical necessity from a physician upon return to work to their supervisor, team or the Human Resources department for any of the following types of leave: sick leave, sick leave FMLA, family sick leave, family sick leave FMLA, worker's compensation leave, short-term disability and long-term disability. For an employee regularly scheduled to work Monday-Friday, the weekend is not excluded from consecutive absences. For example, a doctor's note is required for absences Friday, Monday Tuesday or Thursday, Friday, Monday.

4.21 Light Duty

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

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

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

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

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

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

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

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

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

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

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

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

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

- The supervisor will evaluate the possibility of modifying the employee's current position to accommodate the physical restrictions.

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

4.22 Disability Accommodations

Equal Employment Opportunity Employer - The City is committed to providing Equal Employment Opportunity for all employees and job applicants. As part of that commitment, the City seeks to implement all applicable provisions of the Americans with Disabilities Act (the "ADA"), as amended, and related state law. It is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. Ability, not disability, is the basis for employment decisions. It is the City's policy to provide reasonable accommodation to qualified individuals with a disability. A qualified individual with a disability shall not include any employee or applicant who is currently engaging in the illegal use of drugs, when the City acts on the basis of such use.

a. Requesting an Accommodation

The accommodation request process is interactive. It requires cooperation and communication between both the individual requesting accommodation and the City. Qualified employees or applicants with disabilities may request a reasonable accommodation. The need for an accommodation may be brought to the attention of the City in any of the following situations:

- A job applicant may request an accommodation with respect to the job application process;
- A new employee may request an accommodation to perform the essential functions of the job;
- An employee returning to work after experiencing an illness or injury may request an accommodation;
- A current employee with a disability whose medical condition has changed may request an accommodation for the first time or a change in accommodation; or
- Any employee with a disability may request an accommodation at any time.

An employee is not required to disclose the diagnosis of his/her condition or the details of his/her medical treatment when requesting an accommodation when both the disability and the need for reasonable accommodation are obvious. However, the employee must notify the City of a need for accommodation for a reason related to a medical condition.

Medical documentation may be required in order to evaluate and process an accommodation request when the disability and/or the need for accommodation are not obvious. If such information is needed, employees are encouraged to use the Medical Information Request Form, found on the employee portal under the tab "Forms" and also available in the HR Department.

Qualified employees or applicants with disabilities may request an accommodation by filling out a Reasonable Accommodation Request Form and returning it to the HR Manager. This form is

found on the employee portal under the tab "Forms" or may be obtained from the HR office. Employees may also request an accommodation by notifying any of the following responsible persons of a need for accommodation:

- City Manager
- Assistant City Manager
- HR Manager
- Department Manager/Director
- Immediate Supervisor/Manager

Employees who suffer from a mental or physical impairment that interferes with their ability to perform their job are encouraged to submit a Reasonable Accommodation Request Form or discuss their situation with any of the responsible persons identified above.

The interactive process should be documented with the ADA Interactive Process Worksheet found on the employee portal under the tab "Forms" and also available in the HR Department.

b. Supervisor Responsibilities

If a supervisor is approached by any employee about an accommodation or health problem, the supervisor may not ask the employee for personal medical information. Instead, the supervisor should immediately contact the Human Resources Manager, even if the employee does not make a specific accommodation request. Should the employee choose to disclose personal medical information to a supervisor (which the supervisor should discourage), the supervisor should advise the employee that disclosure is not necessary, that such information will be kept confidential, and that such information will be discussed only with the Human Resources Manager and other necessary persons. Supervisors are required to keep the employee's request confidential and to help ensure the accommodation's work-related effectiveness.

TO ENSURE THAT REQUESTS FOR ACCOMMODATION ARE HANDLED APPROPRIATELY, SUPERVISORS/MANAGERS SHOULD NOT ENGAGE IN THE INTERACTIVE PROCESS OR OTHERWISE DISCUSS THE MEDICAL CONDITION WITH AN EMPLOYEE BUT MUST IMMEDIATELY CONTACT THE HUMAN RESOURCES MANAGER.

Supervisors are expected to support reasonable accommodations once approved. If a Supervisor has any concerns about the impact of a medical condition and/or any reasonable accommodation on an employee's job performance or impacts to the department and/or City, the Supervisor should contact Human Resources. The Supervisor should not raise any concerns with the specific employee or employees generally.

c. Response to Accommodation Request

The City will respond to a disability accommodation request as quickly as possible. When an accommodation request is received by the HR Manager he/she will engage in an interactive process with the employee to clarify his/her needs and to determine whether and what reasonable accommodation is appropriate under the circumstances. The HR Manager will analyze the following factors in determining the reasonableness of the accommodation requested by an employee:

1. Is the employee otherwise qualified to perform the essential job functions?
2. Will the accommodation accomplish the desired result, i.e., allowing the individual to effectively perform the essential functions of the job?
3. Will the accommodation create an undue hardship?

4. Does the accommodation raise any safety concerns?

Essential job functions are those that an employee must be able to perform, with or without accommodation. They cannot be removed from the position without changing its nature. Job duties which are not essential may be modified, eliminated, replaced, or restricted as part of the accommodation process.

The HR Manager is responsible for evaluating the considerations listed above and approving or not approving all requests for accommodation. The HR Manager may perform this evaluation in conjunction with other necessary persons. If an employee is not satisfied with the response to an accommodation request they are encouraged to promptly discuss their concerns with the Human Resources Manager or any other responsible person identified in Section (a) above. See section 6.5 American with Disability Act Complaints.

Nothing in this policy is intended to create any contractual rights and does not create any obligations beyond those required by federal or state law.

4.232 Holiday Pay & Premium Pay

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

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

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

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

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

Most eligible employees will have the day off and receive 8 hours of holiday pay. Holiday pay hours are not considered productive time and therefore are not 4 etc., who are required to work on holidays. Employees who are required to work on a holiday will receive holiday and premium pay according to the following policy:

1. If a full-time regular employee is paid for either the working day before or after a holiday, he/she will be paid for the holiday except when the first day of employment is the day after a holiday.
2. Part-time and/or seasonal employees are not eligible for Holiday pay.
3. Special Events Police officers who work voluntarily, and are not required to work holidays, are exempted from premium pay and will receive a rate equal to their hourly wage only.
5. Full-time regular employees who work regularly scheduled shifts of 10 hours or greater are eligible for 10 hours of holiday pay. Those employees working less than a regularly scheduled 10 hour shift will be paid for 8 hours of holiday pay.
6. Exempt full-time regular employees who are required to work on a City-recognized holiday may, at the City Manager's or department manager's discretion, be given but are not entitled to administrative leave at another time for working the recognized holiday. Holiday and Premium Pay are only paid on those holidays recognized by the City and approved by the City Manager.

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

4.234 Vacation Pay

Only full-time regular employees are granted vacation pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[4.245 Other Paid/Unpaid Leave](#)

- a. Personal Leave: Written requests for personal leaves of absence will be received and reviewed by the City Manager. The employee's length of service, past performance record

and reason for the requested absence will be taken into account, as well as the disruption the employee's absence will cause in his/her department. A personal leave must be approved by the City Manager. Personal leaves of absence are without pay and benefits unless specifically pre-approved by the City Manager.

- b. **Military Leave:** The City will adhere to any federal requirements governing military service, military personnel and/or military families. Should the employee be inducted or ordered to active duty in the armed forces of the United States, the employee will retain seniority and, upon return to work, the City will try to reinstate him/her in a job comparable in pay and classification to that held during the prior employment. Declaration for re-employment must be made within the time specified by law. Military leave is also granted to those employees with Reserve or National Guard obligations with partial pay, limited to 10 working days per year.
- c. **Jury Duty:** Employees who are required to serve as a juror or witness will be granted Jury Duty leave. Full-time regular employees who receive payment for appearing in court, either as a jury member or a subpoenaed witness, should endorse these payments to the City who will in turn pay the employee the full amount of his/her paycheck. An employee serving as a juror witness will be expected to work as much of his/her regularly scheduled shift as his/her jury duty schedule permits, to the extent that combined time on court duty and work does not exceed the number of scheduled work hours for that day.
- d. **Bereavement Leave:** Bereavement Leave will be granted for a maximum of five days or up to 40 hours with pay in the event of the death in an employee's immediate family. In the event of non-immediate family, a maximum of one day with pay may be granted at the discretion of the Department Manager. Immediate family is defined as spouse, parent, daughter, son, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step parents, step children, domestic partner, and a person who is legally acting in one of the above capacities.
- e. **Administrative Leave:** Exempt employees shall work the hours and time required to perform the duties of their positions and shall be entitled to neither compensatory time nor overtime pay. However, in recognition for extra-ordinary hours worked, the City Manager may, in his or her sole discretion, approve paid Administrative Leave for exempt employees. Administrative Leave must be approved in advance and be reflected on the employee's time sheet anytime it is used. Any employee may be placed on paid or unpaid administrative leave as authorized by the City Manager.

4.256 Employee Benefits

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

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

4.267 Wellness Benefit

The City offers privileges at City recreational facilities such as the PC MARC, Golf Course and the Ice Arena to city employees. All active part time, full time, seasonal and intern status employees are eligible to request Wellness benefits. Certain individuals under special employment agreements may also be eligible depending on their employment agreement. Benefits may also be requested for spouses,

domestic partners and dependents.

a. Administration

The individual recreation facility (PC MARC, Ice, Golf) will handle enrollment, tracking and reporting of participants. Interested employees must complete the applicable Wellness agreements and/or forms in the facility offering the program. HR will regularly inform the participating recreational facilities of active employees so they may enroll the employee according to their specific procedures. HR will also regularly inform the participating recreation facilities of terminated employees so they may cancel any passes according to their specific procedures.

Benefits can only be used while employed by Park City Municipal Corporation.

All completed Employee Benefit Forms and receipts should be scanned and emailed to the Accounting Manager in the Finance Department if taxation of the benefit applies. Each facility monitors and tracks the discounts given. Benefits offered are subject to change and/or cancellation at any time without notice. Current offerings are available at each corresponding facility.

b. Duration

Certain privileges such as punch cards, pass, classes and memberships have varied expiration dates.

c. Taxation Consideration for Participants

Benefit use by employees, their spouse and/or dependents which does not create an additional cost to the facility or at a 20% discount or less are a tax free benefit. Due to IRS regulations the employee will need to pay payroll and incomes taxes on the value of domestic partner's benefits.

Any discounted cost of a recreation program above 20% will be subject to income and payroll taxes.

d. Seasonal Employees

Upon approval by the HR Department and employee's Department Manager, a seasonal staff may receive a recreation benefit voucher as an end of season bonus. This must be submitted in the same format required of any end of season bonus. This benefit would be a taxable fringe benefit and must be shown on or prior to their final paycheck.

e. Limitations

Employees and their spouses/domestic partners/dependents receiving any of the benefits listed above may be subject to blackout dates and restrictions in any and all programs and recreational facilities. Employees and their family members are expected to defer to the paying customer during heavy use times see recreation department policies for details.

Per the discretion of the Recreation, Ice & Golf Department Manager and approved by the HR Manager and City Manager, Wellness benefits are subject to change at any time without notice.

The Wellness benefit is not part of the City's core benefit package.

Section Five (5)

CITY RULES

5.1 Applicant & Personnel Files

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

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

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

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

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

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

5.2 Privacy of Personnel File and Other Employee Information

The Human Resources Department will regard employee information as confidential and will respect the need for protecting each employee's privacy by established guidelines for the proper receipt, possession, use, retention, and transmittal of personal information used by the City to make appropriate judgments regarding prospective employees, current employees, and retirees. To this end, the City will collect and

retain only such personal information pertinent to conduct City business and to administer personnel programs. Upon request, employees will be permitted to access their personal records. Employee files are archived or destroyed in accordance with the City's approved retention policy and State law.

5.3 Personal Property

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

5.4 Safety

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

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

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

5.5 Use of City Vehicles

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

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

City employees may use City vehicles for transportation needs when available and appropriate while performing City business. If a City car is not available, or if circumstances are such that it is not practical to use a City vehicle, the Department Manager may approve the use of a personal vehicle thereby authorizing reimbursement to the individual for such use. A personal vehicle used by an employee for

City business and eligible for mileage reimbursement must be properly licensed, registered and insured. Reimbursement shall be at the current IRS mileage reimbursement rate. Individuals who are called in to work during off hours may be reimbursed for miles driven to and from work in their personal vehicle.

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

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

5.6 Cellular Phones & Mobile Devices

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

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

For non-exempt employees use of City-owned wireless devices and smart phones for city business while not working (off the clock) is prohibited. Such use is considered compensable time and must be pre-approved by the employee’s supervisor and reported to payroll on the employee’s time card. Any phone calls or emails made to the employee or by the employee for City business must be pre-approved by the employee’s supervisor commensurate with Over Time policy **Section 4.6** or otherwise approved in accordance with other computation of time rules/flexible schedules in Section 4.

City Phones are required to have a protective case and a screen protector (tempered glass is preferred) that are appropriate for the anticipated use. Phones with shatterproof glass screens are exempt from the screen protector requirement. Phones are expected to last a minimum of two years unless there is a justifiable need to replace it earlier. Phones that are at the end of their life must be turned into the IT Department, where they will be properly recycled.

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

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

MMS, SMS, TXT: Multimedia Messaging Service (MMS), Simple Messaging Service (SMS), Text Messaging (TXT) and chat are discouraged for use in conducting substantive business. Text and related messages should be short and considered similar to a phone conversation with the realization that the storage of the messaging may be limited by outside parties. Messages shall be kept for a minimum of 24 hours. Users may delete text and related conversations older than 24 hours from mobile or computer

devices when administrated need (if any) ends. Users are encouraged to start new text or related messages rather than add messaging to the back end of a long string of messages in one text conversation.

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

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

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

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

EXCEPTIONS:

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

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

Any employee who is found guilty of careless driving while on City time and/or while driving a city vehicle: 1) will receive a safety violation that will be reflected in the employee’s next performance evaluation and personnel file; 2) any city issued device may be removed from his/her possession; and 3) there may be revocation of his/her City business driving privilege. Utah law defines careless driving as committing a

moving violation (other than speeding) while distracted by use of a handheld cell phone or other activities not related to driving. Repeated violations may result in the revocation of use of such equipment and/or City driving privileges, and progressive discipline up to and including termination.

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

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

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

5.7 Personal Conduct & Hygiene

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

5.8 Rules of Conduct

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

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

- Refusal to support department and/or City goals and programs.
- Sleeping on the job.
- Neglect of duty.
- Disrespectful behavior and/or poor attitude.
- Failure or willful refusal to perform work as directed and/or insubordination.
- Lack of cooperation with or impeding a department, City or Police investigation.

- Negligence in observing or reporting fire prevention issues (including smoking in designated areas only), safety regulations or any condition that may cause harm to employees or the general public.
- Improper notification of sick leave to Manager; not providing notice of known upcoming sick leave of three or more days or not providing doctor's note after three or more days of consecutive days of day-to-day sick leave (see **Section 4.16 Sick Leave**); habitual tardiness or absenteeism.
- Unwillingness or inability to work in harmony with others. Behavior which shows clear lack of courtesy, and/or creates irritation or friction with others.
- Soliciting or distributing non-related City products and/or programs via e-mail and/or in person.
- Deliberate omission, alteration or falsification of information on employment applications, time records, medical reports, expense records, absentee reports, work related injury reports, unemployment reports, or other City records.
- Reporting to work under the influence of alcohol, illegal drugs, or narcotics; using, selling, or dispensing illegal drugs or narcotics on City premises; reporting to work under the influence of over-the-counter (OTC) drugs that may adversely affect performance or safety of the employee or others.
- Failure to reasonably comply with City policies governing City communications systems.
- Breach of confidentiality.
- Lack of proper hygiene, clothing inappropriate for the workplace. Failure to maintain uniforms to department standards.
- Engaging in or threatening acts of workplace violence, including but not limited to:
 1. Possessing firearms or other weapons on City property with the exception of Peace Officers and Law Enforcement Officials as defined by [Utah Code Section 76-10-523](#) and as authorized by [Utah Code Section 53-5-704](#).
 2. Fighting or assaulting a co-worker, guest, visitor, or customer
 3. Threatening or intimidating a co-worker, guest, visitor or customer
- Engaging in any form of harassment.
- Stealing, destroying, defacing, or misusing City property or another employee's, customer's, or guest's property.
- Misusing City communications systems including electronic mail, computers, Internet access, and telephones.
- Refusing to follow instructions concerning a job-related matter or insubordination.
- Failing to wear assigned safety equipment or failing to abide by safety rules or policies.
- Smoking where prohibited by **Section 5.20**, local and/or Utah State law.

- Using profanity or abusive language or actions.
- Gambling on City property.

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

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

- Treating customers, visitors, the public and co-workers in a courteous and respectful manner.
- Refraining from behavior or conduct that is offensive or undesirable, or which is contrary to the City's best interests or core values.
- Reporting to management any suspicious, unethical or illegal conduct by co-workers, customers, suppliers or vendors.
- Reporting to management any threatening or potentially violent behavior by coworkers, customers or suppliers.
- Cooperating with a department, City or Police investigation.
- Complying with all City safety and security regulations.
- Wearing clothing appropriate for the work being performed.
- Performing assigned tasks efficiently and according to established quality standards.
- Reporting to work punctually and as scheduled.
- Giving proper advance notice when unable to work or report on time according to **Section 4.10** Absences and Tardiness or specific department policies.
- Smoking only at times and in places not prohibited by **Section 5.20**, and local or Utah State law.

5.9 Harassment

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

The City bases its harassment policy on Title VII of the Civil Rights Act of 1964, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, Title I and Title V of the Americans with Disabilities Act of 1990, Sections 501 and 505 of the Rehabilitation Act of 1973 and the Civil Rights Act of 1991. It also bases its policy on the Equal Employment Opportunity Commission's (EEOC) definition of

sexual harassment, which is: “Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly a term or condition of an individual's employment; (2) submission to or rejection of such by an individual is used as the basis for employment or decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.”

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

- a. Degrading words to describe an individual; threats; offensive comments; derogatory remarks; innuendos or taunts; off-color language or jokes; and sexually suggestive objects, books, magazines, photographs, cartoons, or pictures.
- b. Display, storage and/or transmitting of offensive, pornographic, racist or offensive language, signs, or images from any personal cell phone, PDA, computer or radio while on duty.
- c. Any verbal or physical conduct that has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- d. Sexual harassment, including sexual harassment of men by women, and same sex sexual harassment.
- e. Engaging in indecent exposure.
- f. Unwelcome sexual advances.
- g. Requests for sexual favors, whether or not accompanied by promises or threats with regard to the employment relationship.
- h. Other verbal or physical conduct of a sexual nature made to an employee that may threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of the sexual advances will in any way influence any personal decision regarding that person's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.
- i. Other harassing conduct committed in the workplace by supervisors or non-supervisory personnel, whether physical or verbal.

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

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

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

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

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

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

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

5.10 Retribution and/or Retaliation

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

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

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

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

5.11 Use of Drugs and Alcohol

a. Objectives

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

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

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

b. Definitions

The following definitions apply:

1. Alcohol - ethyl alcohol or ethanol.
2. Illegal Drugs - any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other drug compendia, or supplement to any of those compendia or substances declared illegal under applicable state statutes (such as "spice," "bath salts," and similar natural or synthetic drugs). The term Illegal Drugs does not include a drug taken in accordance with a valid prescription if taken as prescribed or other use authorized by law.
3. Positive Test Results - the results of a test for Alcohol or drugs that shows the presence of detectable levels of Alcohol (detectable defined as blood alcohol level of .04 or above) or Illegal Drugs in your system (including without limitation blood and urine.)
4. Under the influence - (a) to be unable to perform work in a safe or productive manner, OR (b) to have impaired judgment, OR (c) to be a potential threat to personal safety or welfare or that of other employees or the general public, OR (d) to be impaired in physical or mental functioning in any respect resulting from the use of Alcohol or Illegal Drugs, OR (e) to receive a Positive Test Result indicating the presence of detectable levels of Alcohol or Illegal Drugs in your system.
5. Park City Municipal Corporation Premises - (a) all property, offices, facilities, manufacturing plants, land, buildings, structures, and installations used by the City in the course and scope of his/her employment; (b) automobiles, trucks, and all other vehicles and equipment, whether owned or leased by Park City Municipal Corporation or used by an employee in the course and scope of his/her employment; (c) any parking lot or any automobile parked on any parking lot used by employees of Park City Municipal Corporation to park their personal vehicles during work hours, (d) automobiles owned or leased by employees while those automobiles are being used on the City's business. The term Park City Municipal Corporation Premises also includes all customer properties, areas under Park City Municipal Corporation's control, and any other work locations or mode of transportation to and from those locations during working time and while in the course and scope of employment with Park City Municipal Corporation or while conducting City business.

c. Policy Application

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

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

d. General Rules

1. Employees may NOT be under the influence of Alcohol while performing job responsibilities, operating an automobile, truck or other vehicle or equipment leased or owned by the City, operating a personal vehicle while on business for the City. Exceptions may be allowed for City functions (**See 5.11 Alcohol and Drug Use I. Alcohol Consumption at City Functions**).
2. Employees may NOT use or be under the influence of Illegal Drugs, regardless of whether the Illegal Drug use has any adverse impact on job performance.
3. Employees may NOT unlawfully use, manufacture, distribute, possess, purchase, or sell Illegal Drugs or Alcohol at any time. If convicted of a crime (under state or federal law) as the result of unlawful use, manufacture, distribution, possession, purchase, sale of Illegal Drugs or Alcohol, or DUI employees must report the conviction to the Human Resources Manager or the City Manager within 5 working days of conviction.
4. Employees may NOT tamper with the testing procedure in any manner that is designed to or that reasonably could interfere with the accuracy of the testing procedure [e.g., using an adulterant (either by ingesting a substance into the body or adding a substance to the testing sample in an attempt to interfere with or negate the test results), attempting to hydrate the body prior to testing or substituting urine or any other substance for the testing sample].

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

e. Drug and Alcohol Testing

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

1. **Pre-Employment Testing:** As mentioned in **Section 2.5**, the City has a responsibility to employees to make a reasonable effort to provide a safe work place and a responsibility to the public to make a reasonable effort to promote public safety. Therefore, applicants may be required to submit and pass a drug screening test as a condition of employment. Positive test results will make candidates ineligible for hire for a minimum of one year.
2. **Post-Accident Testing:** Employees will be required to sign the appropriate consent and release form(s) and allow Park City Municipal Corporation to test them for Illegal Drugs and/or Alcohol if employees are involved in: (a) any on-the-job accident or other incident where the City reasonably believes Illegal Drug and/or Alcohol use may have been involved; (b) any on-the-job personal injury accident that results in the need for medical treatment by a clinic or hospital; ~~or~~ (c) any on-the-job vehicle related accident; or (d) any on-the-job accident which results in damages to property estimated equal to or in excess of \$1,500 commensurate with Utah Code Ann. § 41-6a-401 as amended. Park City Municipal Corporation will require post-accident testing for Alcohol only if it reasonably believes that the use of Alcohol may have caused or contributed to the accident.
3. **For-Cause Testing:** If a City supervisor reasonably believes an employee is using and/or under the influence of Illegal Drugs and/or Alcohol on Park City Municipal Corporation Premises, the employee will be required to sign the appropriate consent and release form(s) and allow the City to test for Illegal Drugs and/or Alcohol. Indications of individual, job-related impairment that constitute grounds for requesting a drug or Alcohol test include, but are not limited to, the manifestation of physical or physiological signs, symptoms, or reactions commonly caused by the consumption or ingestion of Alcohol or drugs (i.e., the odor of Alcohol, slurred or thickened

speech, apparent loss of coordination or unsteady gait, or uncharacteristic emotional behavior), failure to meet performance standards, and attendance and tardiness problems. Any City supervisor or employee who observes possible Illegal Drug or Alcohol use must immediately inform the Human Resources Manager or the City Manager.

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

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

f. Testing Procedure

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

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

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

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

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

At the discretion of the City and employee, employees receiving a positive test result may be directed to the City's Employee Assistance Program (EAP). Employees will be subject to any treatment plan

developed by the EAP and the City. The cost of the treatment will be the responsibility of the employee unless designated otherwise by the City Manager. However, the City maintains the right to terminate an employee at its discretion at any stage of the treatment process. Treatment will not be in lieu of discipline up to and including termination.

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

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

g. Appeal Procedure

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

h. Consent and Release Form(s)

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

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

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

The following general statements will apply:

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

2. While on Park City Municipal Corporation Premises, employees must NOT consume prescription drugs more often than instructed on the prescription label.
3. While on Park City Municipal Corporation/Customer Premises, employees must NOT allow a co-worker or other person to take the prescription medications of others.
4. While on Park City Municipal Corporation Premises, employees must keep all prescription and over-the-counter medication in its original container. All prescription medication must be in the name of the employee and have the doctor's name and prescription number on the label.

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

j. Americans with Disabilities Act

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

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

k. Rehabilitation

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

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

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

I. Alcohol Consumption at City Functions

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

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

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

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

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

1. Employees who choose to drink alcoholic beverages at City functions are expected to behave in accordance with usual business standards and all City policies.
2. The department manager of the department organizing a function where alcohol is served is responsible for ensuring adherence to these guidelines.
3. Alcoholic beverages are not served in offices or work areas.
4. Alcoholic beverages are served, rather than simply made available, to those who wish to partake. Self-serving of alcoholic beverages at City functions is strictly prohibited.
5. Any off-site functions are held in appropriately licensed facilities, with drinks served by professional bartenders.
6. Food must be available.
7. Alcoholic beverages will be served for a restricted period of time; generally no more than two hours. Possible exception: If the function is planned for a long period of time, e.g., a full or half day, alcohol may be served for a longer period with prior City Manager approval. However, alcohol service must cease no less than one hour prior to the end of the function.
8. Alcohol is not to be served to minors or anyone who appears to be impaired.
9. Safe passage home must be pre-arranged by an employee who plans to consume alcoholic beverages at City functions.

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

5.12 Workplace Violence

Park City Municipal Corporation provides a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy. The following guidelines have been adopted to deal with intimidation,

harassment, or other threats of (or actual) violence that may occur during business hours or on its premises. This policy applies to all full-time regular, special employment appointments, part-time and seasonal employees.

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

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

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

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

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

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

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

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

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

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

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

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

5.13 Outside Employment

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

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

5.14 Disciplinary Procedures

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

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

Under normal circumstances, the City endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and/or inappropriate behaviors and an opportunity to improve or correct deficiencies or behaviors. The procedures set out below are as complete as the City

can reasonably make them. However, they are not necessarily all inclusive. The City may vary from the rules/procedures listed if, in its opinion, the circumstances require. As such, the City retains the right to administer discipline in any manner approved by the City Manager. This policy does not modify the status of employees who are employee's at-will. Supervisors must have manager approval before issuing any reprimands. Managers must meet with the Human Resources Manager or his/her designee prior to issuing any reprimand.

The normal application of progressive discipline:

1. Verbal Reprimand: If an employee is not meeting City standards of behavior or performance, the employee's supervisor should take the following action:
 - a. Supervisor shall discuss the matter with the employee.
 - b. Inform the employee of the nature of the problem and the action necessary to correct it. Explain what constitutes proper conduct, standards of behavior or performance.
 - c. The supervisor should prepare a written record documenting the meeting has taken place.
 - d. Verbal reprimands should be submitted to the Human Resources Department. They are not filed in employees' files.
2. Written Reprimand: If there is a second occurrence or intentional or repeated related or unrelated offenses:
 - a. Employee receives written notice of discipline or reprimand following intentional or repeated or unrelated offenses. A copy of the written notice is placed in the employee's personnel file.
 - b. The supervisor may suspend the employee with or without pay as approved by the City Manager.
 - c. Written reprimands should be submitted to the Human Resources Department. They are filed in employees' files.
3. 2nd Written Reprimand: If there are additional occurrences, the supervisor should take the following action depending on the severity of the conduct or offenses:
 - a. Employee receives final written notice of discipline or reprimand following serious misconduct or further repeated related or unrelated offenses.
 - b. The supervisor may suspend the employee with or without pay as approved by the City Manager.
 - c. Written reprimands should be submitted to the Human Resources Department. They are filed in employees' files.
4. Termination: Employee is recommended for termination as the result of a serious offense or the final step in the progressive discipline process. Discharged employees may have rights of appeal as set forth in Section 6 Procedures for Employee Complaints, Discharge and Transfer Appeals of this Manual.

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

A Supervisor may recommend removing a written record from the employee's file after a specified time of meeting certain performance conditions outlined in the written notice or a subsequent performance review, with the approval of Human Resources and the City Manager. The specified time shall at a

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

5.15 Strikes and Work Stoppages

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

5.16 Solicitations

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

5.17 Gratuities

All employees who accept any type of gratuity (anything of monetary value) must report it on their timecard as wages commensurate with the IRS tips reporting guidelines referenced in [Publication 531, Reporting Tip Income](#). Employees shall not directly or indirectly solicit any gift or receive any gift whether in form of money, services, loan, travel, entertainment, hospitality, promise, or any other form except as specifically provided herein. Employees may be permitted to accept food and items of nominal value as defined by Section 3-1-4(C) of the Ethics Code, Title 3 of the Municipal Code <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=247>. Any employee who is uncertain whether an offered gratuity may be accepted may request a ruling from the City Attorney as to the propriety of the offered gift.

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

5.18 Information Technology (IT)

a. City Business Use

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

Users should have no expectation of privacy when using City equipment, data or networks. All electronic files and messages, sent and received using City systems or City provided Internet access, including web-based messaging systems, are subject to viewing, inspection, release, and archiving

by authorized personnel at all times to the extent that such rights are not superseded by applicable laws. The City will comply with reasonable and compulsory requests from law enforcement and regulatory agencies for electronic records.

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

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

b. Internet Use

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

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

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

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

PROHIBITED ACTIVITIES

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

1. Downloading and/or installing software without the prior written approval from the IT Director.
2. Disseminating or printing copyrighted materials, including articles and software, in violation of copyright laws including the use of peer-to-peer file sharing and/or storage of such materials on any city owned equipment.
3. Sending, receiving, printing, or otherwise disseminating Park City Corporation's proprietary data, or other confidential information in violation of organizational policy or written agreements.
4. Operating a business, election campaign activity, usurping business opportunities, soliciting money for personal gain, or searching for jobs outside Park City Municipal Corporation.
5. Making offensive or harassing statements and/or disparaging others based on race, color, religion, national origin, veteran status, ancestry, disability, age, sex or sexual orientation.

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

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

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

9. Engaging in unethical activities or content.

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

COMPLIANCE AND VIOLATIONS

1. Managers are responsible for ensuring employee compliance with this policy.

2. Employees who learn of policy violations should notify the HR or IT manager(s).

3. Employees who violate this policy or use Park City's network, Internet, or intranet access for improper purposes will be subject to discipline, up to and including termination.

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

c. Email Standardization

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

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

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

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

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

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

d. Support

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

8. Web: <http://5123.parkcity.org> – Internal network only
9. Email: 5123@parkcity.org
10. Phone: 435-615-5123 (EMERGENCY SUPPORT ONLY)

e. Geographic Information Systems (GIS)

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

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

f. Training

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

g. Equipment & Software Requests

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

h. Social Media & Other Websites

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

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

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

9. No comments regarding political campaigns or ballot measures [state law prohibits use of City resources for such];

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

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

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

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

5.19 Code of Ethics

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

5.20 Smoking

All government buildings are designated as "smoke free" under [Utah Code Annotated Section 26-38-3](#). The City recognizes that smoking in the workplace can adversely affect employees. Accordingly, smoking is restricted inside all City facilities. [Smoking includes but is not limited to: tobacco, marijuana, and e-cigarettes](#). Smoking outside must conform to the rules set forth in the Utah Clean Air Act. Smoking is prohibited during the operation of City equipment or while driving City vehicles. Failure to comply with this policy may result in disciplinary procedure up to and including termination.

5.21 Consumer Reports

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

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

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

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

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

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

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

5.22 Youth Protection

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

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

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

Section Six (6)

PROCEDURES FOR EMPLOYEE COMPLAINTS, DISCHARGE AND TRANSFER APPEALS

6.1 Complaint Procedure

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

6.2 Discharge and Pre-Termination Hearing

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

6.3 Employee Transfer and Discharge Appeal Rights and Procedure

Except as otherwise provided in Utah Code Ann. Section 10-3-1105(2) as amended, any employee, who is discharged, suspended for more than two days without pay, or involuntarily transferred from one position to another with less remuneration for any disciplinary reason, shall have the right to appeal the discharge, suspension without pay, or involuntary transfer to an Employee Transfer and Discharge Hearing Officer as set forth in Utah Code Ann. Sections 10-3-1105 and 10-3-1106 as amended.

Pursuant to Utah Code Annotated Section 10-3-1105(2), as amended, the Employee Transfer and Discharge appeal rights provided herein do not apply to the following positions:

- City Treasurer (Finance Manager)
- Chief of Police
- Administrative Secretary
- Police Captains
- Ice Rink General Manager
- Golf Manager
- Recreation Manager
- Budget Operations Manager
- Capital Budget, Debt & Grants Manager
- Chief Building Official
- Deputy Chief Building Official
- Library Director
- Current Planning Manager
- Community Development Director
- Economic Development Manager
- Public & Community Affairs Manager
- Transit and Public Works Director

- Information Technical & Customer Services Director
- Human Resources Manager
- Water Utility Director
- Water Engineer and/or any superintendents
- Water Quality Manager
- Transportation Planning Manager
- City Attorney
- Deputy City Attorney
- City Manager
- Assistant City Manager
- Regional Community Development Director
- City Recorder
- Executive Assistant
- City Engineer

Any other position specified in Utah Code Annotated Section 10-3-1105(2), as amended, including but not limited to a probationary employee of the municipality; 4a part-time or contract employee of the municipality; a seasonal employee of the municipality; and a student intern of the municipality.

Nothing in Utah Code Ann. Sections 10-3-1105 or 10-3-1106 as amended may be construed to limit a municipality's ability to define cause for an employee termination or reduction in force.

An employee to which Employee Transfer and Discharge appeal rights apply may not be discharged, suspended without pay, or involuntarily transferred to a position with less remuneration because of the employee's politics or religious belief, or incident to, or through changes, either in the elective officers, governing body, or heads of department.

Appeals to the Employee Transfer and Discharge Hearing Officer shall be taken by filing written notice of the appeal (Appendix A) with the City Recorder within ten calendar days of the discharge, suspension without pay, or involuntary transfer.

Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the Hearing Officer. Upon receipt of the referral from the City Recorder, the Hearing Officer shall forthwith commence his/her investigation, take and receive evidence and fully hear and determine the matter which relates to the cause for the discharge or transfer.

The Hearing Officer shall have the power to subpoena witnesses and compel the production of evidence. The scope of the inquiry of the Hearing Officer shall be limited to determine if the City has proven the facts supporting the allegations made against the employee by substantial evidence and that the disciplinary sanction is proportionate to the alleged misconduct and consistent with discipline imposed against other similarly situated employees with appeal rights. Discovery shall be limited to that information which was actually considered in making the decision which is being appealed. The Hearing Officer is not required to follow the Utah Rules of Civil Procedure or the Utah Rules of Evidence.

The Employee shall be entitled to appear in person and to be represented by counsel (at the expense of the employee), to have a public hearing, to confront the witness whose testimony is to be considered, and to examine the evidence to be considered by the Hearing Officer.

The decision of the Hearing Officer shall be certified to the City Recorder no later than 15 days after the day on which the hearing is held. The City Recorder shall certify the decision to the employee affected, and also to the head of the department from whose order the appeal was taken.

In the event that the Hearing Officer does not uphold the discharge, or transfer, the Hearing Officer shall provide that the employee shall receive the employee's salary for the period of time which the employee is discharged or suspended without pay less any amounts the employee earned from other employment during this period of time; or any deficiency in salary for the period during which the employee was transferred to a position of less remuneration . The employee shall be paid his salary commencing with the next working day following the certification by the City Recorder of the Hearing Officer's decision, provided that the employee, or officer, concerned reports for his assigned duties during that next working day.

A final action or order of the Hearing Officer may be reviewed by the Court of Appeals by filing with that court a petition for review within 30 days after the issuance of the final action or order of the Hearing Officer.

6.4 Exit Interview

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

6.5 American with Disabilities Act Complaints

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

- a. Complainants file verbal or written complaints with the Human Resources Manager.
- b. Complaints must include the complainant's name and address and should briefly describe the alleged ADA violation.
- c. Complainants must file their complaint within 10 days of becoming aware of the alleged ADA violation.
- d. The ADA Coordinator conducts a thorough investigation of the complaint and affords all interested persons and their representatives the opportunity to submit oral or documentary evidence relevant to the complaint.
- e. The ADA Coordinator issues a written determination as to the validity and resolution of the complaint and forwards a copy to the complainant no later than 30 days after the complaint is filed.
- f. If the complainant is dissatisfied with the resolution of the complaint, the complainant may request reconsideration. Complainants may file requests for reconsideration with the City Manager or the City Manager's designee within 10 days of issuance of the written documentation.
- g. The rights of complainants to prompt and equitable resolution of complaints filed hereunder are not impaired by the complainant's pursuit of other remedies, such as filing of an ADA

complaint with the responsible federal department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.

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

Section Seven (7)

EMERGENCY MANAGEMENT

7.1 Employee Identification Cards and Identification/Door Key Fob Cards

- A. **Policy** **Employee ID cards** provide a means of quickly identifying PCMC employees and elected officials and the capacity in which they serve the City. This identification will be used for security purposes in the event of a citywide emergency or disaster situation. The identification system may also be used as a means of identification for daily operations, building and/or restricted area access, including Vendors.

All PCMC employees, elected or appointed officials, volunteers and vendors who work in City buildings, are required to have a PCMC ID card while on duty and visibly displayed by the employee on a lanyard or clip. An ID card is for the sole use of the employee or vendor and may not be shared or loaned.

Any lanyard used for ID cards must be of a break-away variety. For job positions where a visible ID on a lanyard or clip may pose a safety threat, the department manager may exempt that position from visibly displaying an employee ID; however, the employee is not exempt from having their City ID card in their possession while on duty.

Elected Officials and designated personnel will also be issued an additional ID card that will grant them access to the Emergency Operations Center (EOC) should their presence be requested or required.

- B. **Description** - The ID cards are color coded to assist in easy identification of the employee and capacity in which they serve the City. Color coded ID cards will be issued to:

- Elected Official (green)
- Management Team (orange)
- Full-time Regular, including FT Contract (blue)
- Part-time or Seasonal (yellow)
- Volunteer (purple)
- City Approved Vendor (black)
- EOC- (red) One card will clearly identify elected officials, limited key employees and outside agencies that in the event of an emergency/disaster will have access to restricted areas including but not limited to the Emergency Operations Center (EOC). The City Manager or his/her designee will determine the necessity and/or revocation of Emergency Operations Center (EOC) identifications.
- EOC Media (pink)

Cards will contain the following information on front;

- PCMC name and logo
- Employees photo (renewed every 3 years)
[some vendor cards do not include a photo]
- Employee legal first and last name
- Employee department (certain positions will have a title instead of a department)
- Employee ID number (unique number, never repeated)

[some vendor and volunteer cards do not have a number]

- Card expiration date
- Phone number to call to verify card validity
- Color code to indicate employment status

Cards will contain the following information on back:

- PCMC identification
- Return address and phone number in case card is found
- Employee signature
- Color code bar to indicate employment status
- Employee emergency hotline phone number
[removed for vendor cards]

- C. **Procedure** - All new and rehired employees will obtain an identification card during the hiring process. They must have their picture taken within 5 (five) days of employment. Photos may be taken by the employee's department, if set up to do so, or at the City Hall Front Desk—445 Marsac Ave.

All identification cards will have an expiration date and will be renewed bi-annually. Seasonal employee cards will expire at the end of the designated season in which they were hired. Contract employees will expire at the end of their contract. Employee photos will only be updated every four (4) years. Full-time Regular and FT Contract employee cards are replaced on odd numbered years and Part-time employee cards are replaced on even numbered years. Seasonal employee cards expire at the end of their season. Vendor or Lessee cards expire at the end of their contract.

Identification cards are PCMC property. Identification cards must be returned to the City in the event an employee leaves under any employment circumstance. In the event of a lost, stolen or damaged identification card, employees must notify their supervisor immediately. There is no cost for the replacement card in the event of a lost or damaged card, unless the employee requires more than one replacement per year. Replacements of greater than one per year may cost the employee \$25.00 each.

Employees and Vendors must sign the appropriate Human Resources Form for each card acknowledging receipt and basic rules concerning the card.

- D. **Identification (ID)/Key Fob cards** – ID/Fob cards look just like a regular ID card with the exception that imbedded in the card is an electronic key used to open city facility doors as authorized for that employee. Each card is programmed to allow access on the days and times to the doors authorized by that Department's Manager. An ID/Fob card has the same policy and procedure requirements as outlined above for a standard ID card. Both authorized and unauthorized FOB/ID transactions are recorded for auditing purposes. Like a standard ID card, in the event of a lost, stolen or damaged identification card, employees must notify their supervisor immediately, so the card can be deactivated and replaced. Replacements of greater than one card per year may cost the employee \$25.00 each.

In the event an ID/Fob card stops working, an employee should contact their supervisor who can make arrangements with the IT department or Emergency/Security Manager to trouble shoot the problem.

An ID/Fob card may not be given or loaned to anyone and is for the sole use of the designated employee or vendor. Failure to follow this ID/ Fob card policy may include disciplinary action up to and including termination.

7.2 Emergency Work Requirements

In the event of a City emergency, employees (including part-time, seasonal and contract employees) will be required to report to work as soon as possible unless they are medically unable to do so. PCMC will collaborate with the Red Cross and other agencies to make every effort to provide services for employees' family and pets. Failure to contact PCMC as outlined in Section 4.6 of the Personnel Policy and Procedure Manual may result in termination.

A dedicated "Emergency Hot Line" number of 888-894-7275 (888-894-PARK) will be activated during emergencies. Employees can call this number and get information about the overall status of the City situation and about their work assignments. Employees will also have the ability to leave a message about their personal situation if they are unable to report for work.

Depending on the gravity and extent of the emergency situations, the City Manager has the authority to temporarily suspend any or all time off requests (vacation, holiday, etc.) Suspended time off will not be lost but will postponed to a later date.

Flexibility will be important and normal work schedules and/or the department they normally work in may be altered in order to reassign employees where their qualifications and skills will be most beneficial to the City and its residents.

Work Locations:

The first place where employees should report for work is at their normal workplace. If the normal place of work is damaged or inaccessible, employees must report to a secondary rally point, which is the Public Works Complex at 1053 Ironhorse or if that location is damaged or inaccessible, report to the Quinn's Recreation fields. There will be assigned staff at the rally point to collect and dispense information and provide personal assistance. There will also be an information board for employees to communicate with their fellow co-workers.

During an emergency event where employees do not have any means of transportation, they are directed to call the "Emergency Hot Line" for information about possible shuttle service. PCMC will try to arrange shuttle service at defined times and locations in the greater Park City area to assist employees in their commute to and from work, if possible.

7.3 NIMS (National Incident Management System) Training

Mandatory NIMS training requirements, as outlined in job descriptions, the Comprehensive Emergency Management Plan (CEMP) and/or by departments, must be completed within six (6) months from an employee's date of hire. The City Manager may extend that deadline on a case by case basis depending on the job description up to one year.

7.4 Other Emergency Management Policies

The PCMC Administrative Policy & Procedure (AP&P) Manual has a number of additional policies that are Emergency Management related and are key to the City's and the City's staff's ability to respond to emergencies and disasters. Employees should be familiar with these additional policies which can be found in *Section 7 Emergency Planning of the Administrative Policy & Procedures Manual*.

Assigned Emergency Equipment Policy
AED – Automated External Defibrillators – Early Defibrillation Policy
Blood Borne Pathogens Exposure Control Policy
Comprehensive Emergency Management Plan (CEMP)
Departmental Closures Due to Emergencies and/or Severe Weather Policy
Emergency Manager Notification Policy
Emergency Evacuation of City Facilities Policy
Non-Punitive Sick-Leave During an Emergency or Pandemic Policy
Reverse 911 Notification Use Policy
1700 AM Highway Advisory Radio System Policy
Shelter-in-Place Policy
Top Half Fuel Policy
Utilization and Access of Building Closed Circuit Video Systems (CCVS)



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Council should consider approving an ordinance establishing compensation for the Mayor, City Council, and statutory officers for Fiscal Year 2016 – 2017 in Park City, Utah.

Respectfully:

Kory Kersavage, Budget Analyst

Ordinance No. (ID # 1851)

Consideration of Ordinance 2016-23, an Ordinance Establishing Compensation for the Mayor, City Council, and Statutory Officers for Fiscal Year 2016 – 2017 in Park City, Utah

Ordinance No. 2016-23

**AN ORDINANCE ESTABLISHING COMPENSATION FOR THE MAYOR, CITY COUNCIL, AND STATUTORY OFFICERS FOR FISCAL YEAR 2016 – 2017
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 2, 2016;

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 2016-2017</u>
Mayor	\$3,633.75 per month
City Council	\$1,877.07 per month
City Manager	\$106,000 - \$156,765 per year
City Attorney	\$100,000 - \$149,125 per year
City Treasurer	\$80,157 - \$119,268 per year
City Engineer	\$80,157 - \$119,268 per year
City Recorder	\$65,000 - \$75,000 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 and Council members do not receive retirement contributions. The Mayor shall also receive \$250 per month in car allowance. In addition, the Mayor and Mayor Pro-Term 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, if necessary, apply retroactively to July 1, 2016.

PASSED AND ADOPTED this 2nd day of June, 2016

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Council should approve a resolution adopting the Park City Comprehensive Emergency Management Plan (CEMP) for FY 2016-2017.

Respectfully:

Kory Kersavage, Budget Analyst

Resolution No. (ID # 1852)

**Consideration to Approve Resolution 13-2016, a Resolution Adopting the Park City
Comprehensive Emergency Management Plan (CEMP) for FY 2016-2017**



Resolution No. 13-2016

**A RESOLUTION ADOPTING THE PARK CITY COMPREHENSIVE
EMERGENCY MANAGEMENT PLAN (CEMP) FOR FY 2016-2017**

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources; and

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS) and the directive also requires Federal Departments and agencies to make adoption of the NIMS by State, Tribal and local organizations a condition for Federal preparedness assistance beginning in Federal FY 2005; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt and train in a CEMP, NIMS and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs now require an adopted CEMP; and

WHEREAS, the City Manager and the Emergency Management Group (EMG) have reviewed the updated Comprehensive Emergency Management Plan with all of its attachments as periodically amended by the EMG and recommends adoption by the City Council; and

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

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

SECTION 1. ADOPTION. The Comprehensive Emergency Management Plan, dated June, 2016 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously adopted. Any amendments approved by the City Manager shall be effective for not more than one year unless ratified by the City Council.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 2nd day of June, 2016

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney



PARK CITY MUNICIPAL CORPORATION

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

June 2016

Re-adopted 6/2/2016

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APPENDICES (provided under separate covers)

- Appendix A. Park City Municipal Code - Emergency Management & Responsibilities
- Appendix B. State of Utah Code Annotated 1953 - Title 53 – Emergency Management Act
- Appendix C. Hazard Identification and Vulnerability Analysis Worksheets and
Emergency/Disaster Action Plans (HIVA/EAP) (Protected*)
- Appendix D. Emergency Preparedness for City Facilities (Protected*)
- Appendix E. Training, Implementation and Exercise Plan
- Appendix F. Incident Command Structure (ICS)
- Appendix G. Mutual Aid Agreements
- Appendix H. Resource List and Contracts
- Appendix I. Employee Contact List (Protected*)
- Appendix J. Available FEMA Training Courses
- Appendix K. Emergency Operations Center (EOC) (Protected*)
- Appendix L. Emergency Support Functions (ESF) (Protected*)
- Appendix M. Community Preparedness Information and Plan
- Appendix N. Acronyms and Glossary
- Appendix O. Form and Log Templates
- Appendix P. Emergency Manager (EM) Notification Procedure
- Appendix Q. Standard Operating Procedures (SOP) in Support of ESF (Protected*)

* Some parts or all of these appendices are Private or Protected pursuant to UCA - 63-2-304 and UCA 62-2-106



Resolution No. 09-15

**A RESOLUTION ADOPTING THE PARK CITY COMPREHENSIVE
EMERGENCY MANAGEMENT PLAN (CEMP)**

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources; and

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS) and the directive also requires Federal Departments and agencies to make adoption of the NIMS by State, Tribal and local organizations a condition for Federal preparedness assistance beginning in Federal FY 2005; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt and train in a CEMP, NIMS and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs now require an adopted CEMP; and

WHEREAS, the City Manager and the Emergency Management Group (EMG) have reviewed the updated Comprehensive Emergency Management Plan with all of its attachments as periodically amended by the EMG and recommends adoption by the City Council; and

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

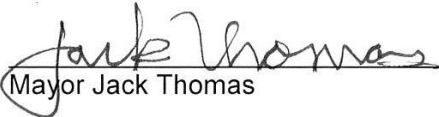
NOW, THEREFORE, BE IT RESOLVED by the City Council of Park City, Utah as follows:

SECTION 1. ADOPTION. The Comprehensive Emergency Management Plan, dated June, 2015 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously adopted. Any amendments approved by the City Manager shall be effective for not more than one year unless ratified by the City Council.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

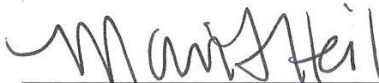
PASSED AND ADOPTED this 18th day of June, 2015

PARK CITY MUNICIPAL CORPORATION



Mayor Jack Thomas

Attest:



Marci Heil, City Recorder

Approved as to form:



Mark Harrington, City Attorney





Resolution No. 23-07

**A RESOLUTION ADOPTING THE USE OF THE NATIONAL INCIDENT
MANAGEMENT SYSTEM (NIMS)**

WHEREAS, natural and man-made disasters may occur in any part of Park City, and;

WHEREAS, Utah State Code Title 63, State Affairs in General, Chapter 5a, Disaster Response and Recovery outlines authority, and;

WHEREAS, Park City is responsible to respond to emergency incidents as well as disasters with local responders, i.e. Law Enforcement, Fire, Emergency Medical Services, Public Services, and other such departments and divisions that might be required, and;

WHEREAS, City departments may be called to respond to and/or assist in response and/or recovery from the effects of emergency incidents and disasters, and;

WHEREAS, Park City is committed to achieving a system that will provide a consistent approach for local, state and federal governments to work effectively and efficiently together to prevent, prepare for, respond to and recover from domestic emergency and disaster incidents, regardless of cause, size or complexity, and;

WHEREAS, The Homeland Security Presidential Directive (HSPD-5) requires federal departments and local jurisdictions to adopt the National Incident Management Systems (NIMS), and;

WHEREAS, in times of disaster, local and state agencies work closely with federal agencies, and;

WHEREAS, NIMS provides a consistent nationwide template for all agencies to work together to prevent, prepare for, respond to and recover from all hazards, and;

WHEREAS, as a condition for federal preparedness assistance, beginning in federal Fiscal Year 2005, local organizations are mandated by HSPD-5 to adopt NIMS as the model for incident management in times of disaster;

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

SECTION 1. ADOPTION. Park City Municipal Corporation hereby adopts the National Incident Management System (NIMS) to be used by all City departments in response to all incidents and/or disasters within Park City.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect upon adoption.

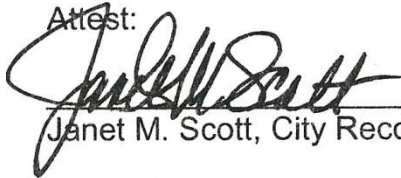
PASSED AND ADOPTED by the City Council this 9th day of August, 2007.

PARK CITY MUNICIPAL CORPORATION



Mayor Dana Williams

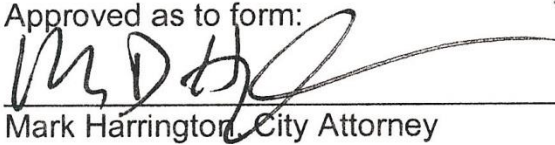
Attest:



Janet M. Scott, City Recorder



Approved as to form:



Mark Harrington, City Attorney

**Park City Municipal Corporation
Comprehensive Emergency Management Plan
Record of Changes**

Pursuant to Resolution XX-15, the City Manager may approve amendments to the Comprehensive Emergency Management Plan (CEMP), which shall remain in effect for up to one year or until permanently ratified by the City Council.

Nature of Changes	Date of Change	Pages Affected	City Manager's Signature
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PARK CITY MUNICIPAL CORPORATION

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

PURPOSE

The purpose of the Park City Comprehensive Emergency Management Plan (CEMP) is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system in order to return the community to its normal state of affairs.

This plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources.

CONCEPT & PRINCIPALS

On February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). This plan utilizes the tenants of NIMS, including the Incident Command System (ICS), as the basis for operations and to the level the various tenants apply to local government. In adopting this CEMP, Park City Municipal Corporation also adopts NIMS and ICS as required in HSPD-5.

It is the responsibility of Park City government to undertake comprehensive emergency management planning in order to protect life and property from the effect of an event prompted by natural or man-made occurrences. Local government has the primary responsibility of emergency management activities. When the emergency exceeds the local government's capabilities to respond, assistance will be requested from Summit County, and then the State of Utah. The Federal Government will provide assistance to the State when appropriate.

This plan is based upon the concept that the emergency functions for City departments, functions or groups will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

Day-to-day functions that do not contribute directly to the emergency response or operations may be suspended for the duration of the incident. The efforts that would normally be required for those functions will be redirected to accomplish the emergency response tasks.

A CEMP should be concerned with all types of emergency situations. It is more than an operational plan and it accounts for activities before, during and after the emergency operations. While the City has a plan as outlined herein, we realize that we may not have adequate resources to carry out all phases of the plan depending on the size and type of a specific emergency or disaster. The following are the four phases of a CEMP;

Phases of Emergency Management

1. **Mitigation:** Mitigation activities are those that eliminate or reduce the probability of an occurrence. Actions accomplished before an event to prevent it from causing a disaster, or to reduce its effects if it does, save the most lives, prevent the most damage, and are the most cost effective. City departments will enforce all public safety mandates including land use management and building codes; and recommend to governing bodies legislation required to improve the emergency readiness of the City. These activities also include long-term efforts that lessen the undesirable effects of unavoidable hazards.
2. **Preparedness:** Preparedness activities develop the response capabilities needed if an emergency arises. Preparedness consists of almost any pre-disaster action that is assured to improve the safety or effectiveness of disaster response. Preparedness consists of those activities that have the potential to save lives, lessen property damage, and increase individual and community control over the subsequent disaster response. Emergency/Disaster Action Plans spell out the scope of activities required for community response. Departments/agencies shall ensure that employees are trained to implement emergency and disaster procedures and instructions. Departments/agencies shall validate their level of emergency readiness through internal drills and participation in exercises selected by the Emergency Program Manager (EPM). Other government jurisdictions within and outside the city boundaries shall also participate in these exercises. Exercise results shall be documented and used in a continuous planning effort to improve the city's emergency readiness posture. In addition to the ongoing training and education of City employees and elected officials in the CEMP, local citizens and businesses shall also be educated on their responsibilities in preparing for an emergency.
3. **Response:** Response is the actual provision of services during the incident or crisis. These activities help reduce casualties and damage and speeds recovery from the incident. The active use of resources to address the immediate and short-term effects of an emergency or disaster constitutes the response phase and is the focus of department/agency Emergency/Disaster Action Plans. They include emergency and short-term medical care, return of vital life-support systems to minimum operating conditions, mass communications, evacuations and initial damage assessment. When any department/agency within the city receives information about a potential emergency or disaster, it will conduct an initial assessment, determine the need to alert others, and set in motion appropriate actions to reduce risk and potential impacts. Emergency response activities will be described in department/agency Emergency/Disaster Action Plans and may involve activating the Emergency Operations Center (EOC) for coordination and support of the Incident Command System (ICS). Departments/agencies will strive to provide support to warning and emergency public information, save lives

and property, supply basic human needs, maintain or restore essential services, and protect vital resources and the environment.

4. Recovery: Recovery is both a short-term and long-term process. They involve detailed damage assessments, complete restoration of vital life-support systems, financial assistance, and long-term medical care. There is no definite point at which response ends and recovery begins. However, generally speaking, most recovery efforts will occur after the emergency organization is deactivated and departments/agencies have returned to pre-disaster operation, and will be integrated with day-to-day functions. The recovery period is also an opportune time to institute mitigation measures, particularly those related to the recent incident. Examples of recovery actions would be: provision of temporary housing and food, restoration of non-vital government services, and reconstruction of damaged areas.

OBJECTIVES CONTAINED WITHIN THE CEMP

1. Defines clearly what the roles and responsibilities are of key members of City staff, City departments or functions and elected officials, in order to mitigate, prepare for, respond to and recover from the effects of any major emergency or disaster.
2. Establishes and defines roles and responsibilities within NIMS and ICS, as required by law.
3. Ensures that essential City services are maintained during an emergency or disaster.
4. Outlines the cooperative efforts between the City, the County, other governmental subdivisions and the State in response to an emergency or disaster.
5. Provides the necessary Mitigation, Preparedness, Response, Recovery, Mutual Aid, Action Plans, Hazard Identification, Risk Assessment, Emergency Support Functions, Resource Lists, Contact Lists and documents in appendices and compendiums to accomplish the activities laid out in this CEMP.

CHAPTER 1 – Authority

Emergency Authority

A compendium of existing local and state legislation pertaining to emergency management and authority are shown in Appendix A and B.

Mayor

Statutory Authority

The Mayor, as outlined in City Code 2-2-3, shall be the chief executive of the City. He/she shall be recognized as the head of the City government for all ceremonial and legal purposes, and he/she shall execute and authenticate legal instruments requiring his/her signature as such official. Further, the Mayor has emergency powers as set out in UCA 53-2a-205. The Mayor heads the Emergency Policy Council.

Proclamation of Local Emergency

In the event of or threat of, as disaster, attack, internal disturbance, natural phenomenon, or technological hazard, the Mayor may proclaim a state of “Local Emergency” under UCA 53-2a-208.

Appointment of Special Police

Under City Code 2-4-12C, the Mayor may upon any emergency, riot, pestilence, invasion, or at any time he shall deem necessary for the peace, good order or health of the City, order the Chief of Police to appoint special policemen for a specified time.

City Council

Emergency Ordinances

Emergency ordinances, as outlined in City Code 2-3-7C, may be enacted by City Council for the preservation of public property, health, peace or safety. Further, the City Council may authorize expenditures for an emergency in excess of the budget as outlined in UCA 10-6-129.

Emergency Interim Successors

The City Council and Mayor shall annually set out Emergency Interim Successors for Local Officers as set out in UCA 53-2a-807 (see also Continuity of Government Operations - Succession of Command).

City Manager

Statutory Authority

The City Manager is the Chief Administrative Officer of the City as defined in City Code 2-4-1 and will administer all affairs of the City as directed in City Code 2-4-3 A through M. In the absence of the Mayor, the City Manager may proclaim a state of “Local Emergency” as provided for in City Code and UCA 53-2a-203.

Administrative Authority

The City Manager or his/her designee or successor, as Chief Administrative Officer shall administer all emergency or disaster operations as outlined in the CEMP, including but not limited to EOC Operations Commander, Unified Commander (UC), Area Commander (AC) and/or Incident Commander (IC).

City Attorney

Statutory Authority

The City Attorney shall be the legal representative of the City and he shall advise the Mayor and Council and City officials in matters relating to their official powers and duties and perform such other duties as the Mayor and Council may prescribe by ordinance, resolution or otherwise as outlined in City Code 2-4-10 .

Chief of Police/Fire Marshal

Statutory Authority

The Chief of Police shall direct the police department in the enforcement of all the laws of the City and all statutes of the State of Utah applicable to the City as outlined in City Code 2-4-12, 6-3-6 and 11-9-2, including evacuation orders. The Chief of Police shall also serve as the City's Fire Marshal.

Emergency Program Manager

Administrative Authority

The Emergency Program Manager (EPM), also sometimes known as the Emergency Manager (EM) is hereby appointed by the City Manager to act as the City's designated manager to be involved in all areas of emergency management for the City. His or her responsibilities include; the keeping of the CEMP with all of its appendices (which must be updated annually); establishing and maintaining the City's state and federal NIMS compliance in the FEMA database; Emergency Operations Center (EOC) manager; establishes, maintains and participates in the training of all City staff in emergency preparedness and response; helps set City building preparedness and response to building specific emergencies; identifies and analyzes potential hazards to the community and the City's response; liaison to the County Emergency Manager and Region 2 of the Utah Division of Emergency Management; participates in individual incidents as a coordinator and review officer and in conjunction with the Community and Public Affairs Manager sets up citizen and business emergency preparedness programs. The EPM works with a policy and review body called the Emergency Management Group (EMG). The City Manager may reassign the responsibilities of EPM at any time with or without cause.

Community and Public Affairs Manager

Administrative Authority

The Community and Public Affairs Manager is hereby appointed by the City Manager to act as the City's designated Public Information Officer (PIO). The City Manager may reassign the responsibilities of the PIO at any time with or without cause.

Chief Building Official/Chief Fire Official

Statutory Authority

The Chief Building Official shall be responsible for the enforcement of the building codes, and all other such codes as adopted by the City and as outlined in City Code 6-1-2, 6-3-6, 11-2-2, 11-2-3 and 11-9-1. The Chief Building Official or his/her designee shall serve as the Deputy Fire Marshal.

CHAPTER 2 – Organization

Departments within the City will have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining its own emergency management procedures with assistance from the Emergency Manager and in concert with the CEMP. Departments will prepare plans, forms, documents and procedures to carry out their missions as outlined in the CEMP. Specific responsibilities for some departments may be outlined within the plan and/or in the appendix sections.

Emergency Management Group (EMG)

An Emergency Management Group (EMG) has been established to assist in the preparation of the CEMP, make periodic reviews and amendments, provide assistance and direction to the Emergency Program Manager (EPM) and assist departments with their components and implementation of the CEMP. The EPM is Chair of this group and the Police Chief is the Vice-Chair.

The Emergency Management Group (EMG) members are:

1. City Manager – Operations Commander
2. Assistant City Manager
3. Emergency Program Manager (EPM) - Chair
4. Community and Public Affairs Manager (PIO)
5. Information Technology Director
6. Chief of Police – Vice Chair
7. City Attorney
8. Public Works Director
9. Chief Building Official
10. City Engineer
11. Outside Agency and other members (as decided by the City Manager)

The Committee will ensure that emergency policies, activities, and resources, are coordinated among the City departments. On no less than an annual basis, the EPM will hold an EMG policy review meeting; make necessary CEMP amendments and a training session for the Committee members and the elected City officials.

As well, the EPM will facilitate on at least a bi-annual basis a City wide emergency response field training exercise or table top training exercise to evaluate this plan, its components and the individual department's emergency management procedures.

Departmental Emergency Management

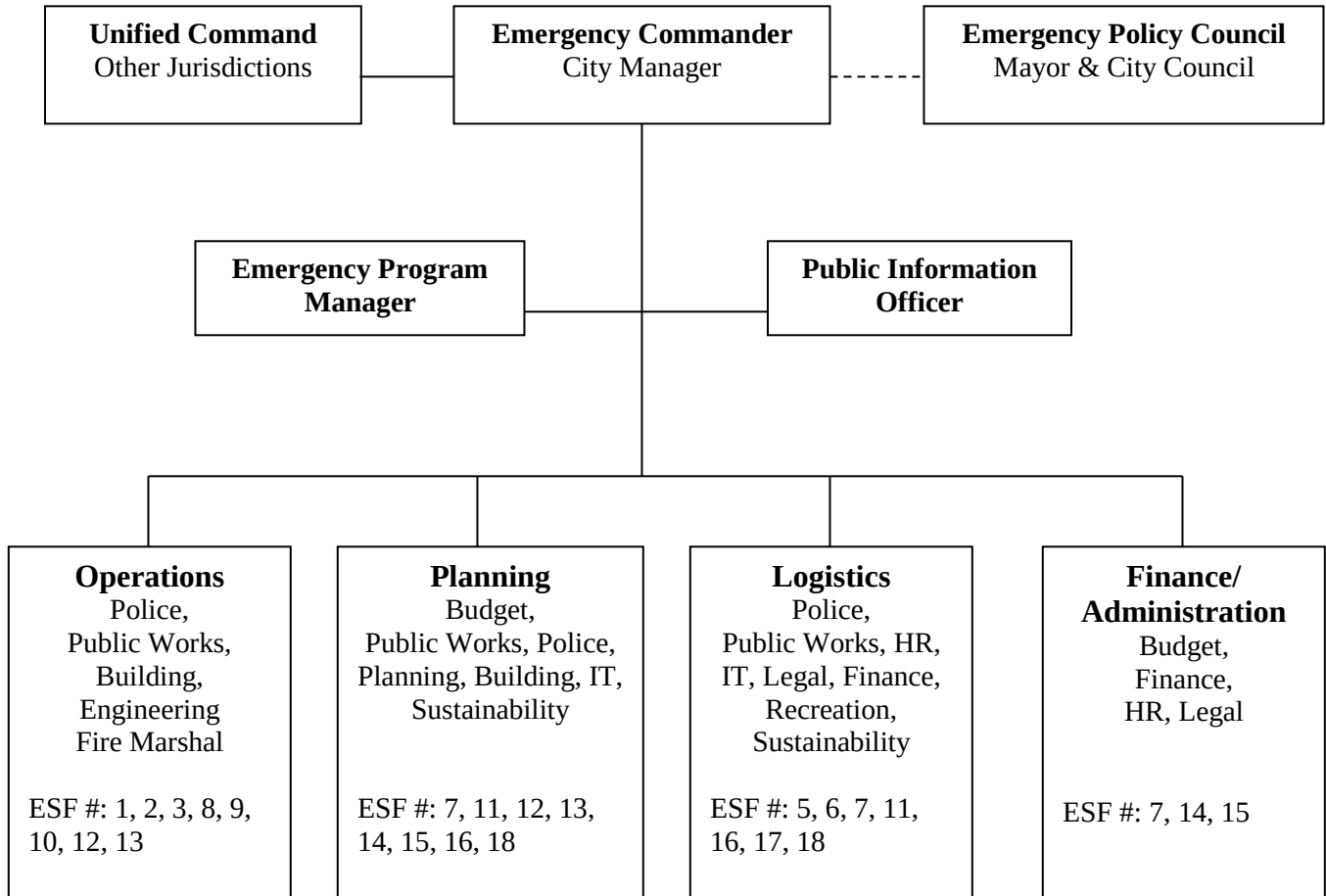
Under the direction of each City department manager or designee, each department will educate its employees on the CEMP and how it impacts their department, including individual and department roles and responsibilities, specific facility action plans and they will conduct regular training to meet the requirements of the CEMP. Further, training in the ICS will be conducted at all levels, including the need to complete tasks while under the supervision of an Incident Commander who may not be a regular supervisor. An outline of FEMA training required for various line and supervisory levels of City staff are outlined in Appendix E and F.

Direction and Control

The final responsibility for all emergency management belongs to the City Manager, a member of the Emergency Management Group (EMG) and Operations Commander. The EMG is responsible for all policy level recommendations and changes. The City Council shall adopt by resolution the CEMP and the federal NIMS, including all appendices and compendiums that encompass the total plan as periodically amended by the EMG. During response operations, elected official(s) will be available to, interact with constituents and forward community concerns, provide emergency policy direction, enact emergency legislation, provide for funding and provide designated public information in conjunction with the Public Information Officer (PIO) and/or other duties as agreed upon with the Operations Commander

The EPM has responsibility for coordinating the entire emergency plan and response program, and makes all routine decisions for this committee. During emergency operations, the EPM ensures that the policy and coordination of all groups are working in concerted, supportive effort to overcome the emergency.

CEMP Organizational Chart



Continuity of Government Operations

Succession of Command

1. The line of succession of the City Manager as the Operations Commander is to the Assistant City Manager, the Chief of Police and then to the Emergency Manager. In the event the Emergency Manager assumes the Operations Commander position, he/she will be replaced by a trained Acting Emergency Manager.

The line of succession of the City Manager for his/her position as City Manager, i.e. appointment of an Acting City Manager, is to the Assistant City Manager, the City Attorney and then the Chief of Police. An Acting City Manager may not hold the position of Emergency Manager or Acting Emergency Manager at the same time.

2. The line of succession of each City department is according to the operating procedures established by each department and should be no less than three deep.
3. The line of succession of the Mayor is to the Mayor Pro Tempore, to the Alternate Mayor Pro Tempore and then to the most senior member of the City Council.
4. The line of succession of the City Council shall be governed by Park City Municipal Code 2-2-9. In the event a majority of Council members are unavailable or unable to fill vacancies by appointment, then emergency interim succession is pursuant to UCA 53-2a-807.

Preservation of Records

1. In order to develop after-action reports, all messages and logs will be maintained and submitted to the EPM immediately after deactivating emergency operations.
2. Documentation of emergency response actions is required for the following:
 - a. Accounting/reimbursement
 - b. Response action improvement
 - c. Possible legal action

Administrative Items

Emergency Authority

1. A compendium of existing state legislation pertaining to emergency management are shown in Appendix A and B.

Mutual Aid/Automatic Aid

1. Should local government resources prove to be inadequate during an emergency operation, requests will be made for assistance from other local jurisdictions and higher levels of government according to existing or emergency negotiated mutual aid/automatic aid agreements and memorandums of understanding entered into by duly authorized officials and will be formalized in writing whenever possible. See Appendix G.

Consumer Protection

1. Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the State Attorney General's Consumer Protection Division.

Accounting for Resources, Costs and Losses

In an emergency, proper accounting of costs and losses is required for insurance or federal disaster assistance reimbursements. Care should be taken to include all direct and indirect

costs. Park City will use accounting methods in accordance with federal guidelines. The required documentation will be forwarded to appropriate state and federal agencies.

Incident Command System (ICS)

The Incident Command System is one of the key organizational systems of the National Incident Command System (NIMS). The ICS provides overall management at the incident site. The Incident Commander develops a management structure based on the needs of the incident. All appropriate elected officials, department heads, managers, supervisors and line personnel shall be trained in the ICS. See Appendix E and F.

Plan Development and Maintenance

If a plan is to be effective, its contents must be known and understood by those who are responsible for its implementation. The Emergency Program Manager (EPM) and members of the Emergency Management Group (EMG) will brief appropriate public/private sector officials in emergency management operations of this plan in particular.

The plan shall be updated at least once every year. Training for all employees and elected officials shall be ongoing.

CHAPTER 3 – Procedures and Operations

Emergency Levels

During the emergency operation, a timely and well-documented system of assessing the damage that is caused or expected is crucial for determining appropriate response actions, alleviating victim suffering and hardship, managing resources effectively, and planning future hazard mitigation activities.

When carrying out the Comprehensive Emergency Management Plan, the transition from normal operations to emergency operation must be orderly. To achieve unified response operations, it is important that all departments have a common definition and status of emergencies. These defined levels of an emergency provide a transition from normal operating posture to full alert and provide for coordination with other agencies. When responding to emergencies, the following apply:

Level III: NO OUTSIDE ASSISTANCE NECESSARY

An emergency that poses a threat to life, property, or the environment and where ample resources exist. The responding department(s) handles the incident with on-duty resources and notifies the City Manager or his/her designee via department notification protocols.

Level II: ENHANCED RESPONSE REQUIRED

An emergency of a greater hazard, which poses a threat to life, property, or the

environment, and requires coordination between more than one City department. Park City personnel handle the emergency with City resources, mutual aid, and resource sharing. Once a Level II emergency is in effect, any request for assistance or resources from the on scene Incident Commander will take precedence over other daily activities. Incident Commanders responding to Level II emergencies will notify the City Manager or his designee via department notification protocols. If needed, request for EOC activation may be made by responding Incident Commander(s), involved department chiefs or department heads, the City Manager, or the Emergency Program Manager.

Level I: MAJOR INCIDENT

An emergency involving a catastrophic incident. The incident may result from a natural or man-made disaster such as earthquake, flood, fire, terrorism, etc. The incident may result in an immediate threat to persons, property, or the environment and requires the resources of the entire City, including government, private, and outside assistance. The Mayor or designee may issue a formal declaration of emergency.

During response operations, responders maintain the principle of centralized control and decentralized execution. All response actions are in harmony and orchestrated by legal authority from the Emergency Operations Center.

As City departments, agencies, and non-governmental organizations progress from normal operations to an emergency posture, they go through the response conditions outlined below in accordance with the emergency level. For example, a Level II emergency would require Response Condition II.

Response Conditions

Response Condition - III: NO OUTSIDE ASSISTANCE NECESSARY

1. Monitor the situation regularly.
2. Review applicable plans and Standard Operating Procedures.
3. Review the status of all equipment and supplies.
4. Notify the City Manager and key personnel.

Response Condition II: ENHANCED RESPONSE REQUIRED

1. The Emergency Operations Center may be activated as needed with partial staffing.
2. Notify City Manager and key personnel.
3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented.
4. Place personnel on standby status as needed.

Response Condition I: MAJOR INCIDENT

1. Place Emergency Operations Center on full staffing.
2. Bring equipment and supplies to full operational status.
3. Recall personnel as necessary.
4. Freeze supplies and resources and commit them to the emergency as needed.
5. Notify the County and the State

The above procedures will not constrain or limit the emergency actions of any department or agency involved in a response.

Declaration of Emergency

Park City is the primary responder to a disaster in the City. As such, it rapidly mobilizes forces, assesses the situation, and plans a course of action. Once the situation exceeds Park City's capability to respond, officials will first seek supplemental resources from Summit County, then the State of Utah, and finally the Federal government.

A local "emergency" may be declared by proclamation of the Mayor. In the absence of the Mayor, the interim successor or City Manager may declare an emergency. Nothing in this section is intended to preclude the declaration of an emergency and the exercise of emergency powers as long as those actions are consistent with the requirements of declaring an emergency outlined herein.

The proclamation declaring the emergency will be filed with the City Recorder and will state four things:

- the nature of the emergency.
- the areas threatened.
- the various conditions which cause the emergency to be declared.
- the initial period of the emergency.

The declaration is kept on file with other supporting documentation to justify the disbursement of disaster assistance funds if available. See Appendix O for templates.

Emergency Operations Center (EOC)

The EOC serves as a centralized management center for emergency operations. Here, decisions are made by the EOC managers based upon information provided by the IC and other personnel. Regardless of size or process, every facility should designate an area where decision makers can gather during an emergency.

Each facility must determine its requirements for an EOC based upon the functions to be performed and the number of people involved. Ideally, the EOC is a dedicated area equipped with communications equipment, reference materials, activity logs and all the tools necessary to respond quickly and appropriately to an emergency.

EOC Resources:

- Communications equipment
- A copy of the emergency management plan and EOC procedures
- Blueprints, maps, status boards
- A list of EOC personnel and descriptions of their duties
- Technical information and data for advising responders
- Building security system information
- Information and data management capabilities
- Telephone directories
- Backup power, communications and lighting
- Emergency supplies

An Emergency Operations Center (EOC) has been established within the Police Facility Building, 2060 Park Avenue. Those participating in the EOC will be located in secure meeting space adjacent to Police Records/Reception (the Lloyd D. Evans, Sr. Meeting Room). The Emergency Policy Council (EPC) will be located in the secure Police Facility Administrative Conference Room. The general operations of the EOC functions will be conducted within the confines of the space available at the time of activation of the EOC.

1. Secondary Emergency Operations Center. Should the primary EOC location, become unavailable due to structure failure, road inaccessibility, etc., the EOC functions will be moved to the Public Works Facility or the Marsac Building and shall function at that location until such time as the primary EOC becomes operational or an alternate site is identified that can facilitate the EOC operations to a higher degree.

2. Alternative Emergency Operation Center. At the point that any Park City Municipal Corporation facilities available to be used as an EOC site become unavailable or unusable, the EOC function may be moved to the Summit County Emergency Operations Center at the Summit County Health Department in Park City, the Summit County Search & Rescue Building in Kamas or the Summit County Mobile Command Post (SCMCP).

3. Authority to Activate EOC. Activation of the Emergency Operations Center (EOC) is solely the responsibility of the City Manager, designee, or successor. The City Manager may consult with the Emergency Program Manager, Chief of Police, PIO, Public Works Director and the Mayor in making the determination to activate the EOC; however, the final decision rests with the City Manager. In the absence of the City Manager or an immediate successor, in order to expedite the City's emergency response, the Emergency Program Manager may activate the EOC.

4. EOC Command Structure. While the Emergency Operations Center (EOC) is functional, the City Manager will act as the EOC Commander, unless he/she relinquishes that responsibility to a designee. The City Manager will interact with the appropriate manager or managers when addressing the incident response, operations, assessment and recovery phases. Each City Department or function involved in any phase of an incident will have a management representative located within the EOC operations area, or in a location directed by the City Manager. The EPM or designee shall manage the EOC. See Appendix K.

CHAPTER 4 – Incident Response and Management

Emergency Support Functions (ESF) Concept

In order to facilitate the delivery of emergency services during a disaster, Park City has adopted the Emergency Support Function (ESF) concept found in the National Response Framework (NRF). The Emergency Support Function concept is based on the idea of designating specific emergency response tasks to the City departments and outside organizations best suited to complete the designated task. Each function has an assigned department or organization responsible for that function with other departments and organizations playing supporting roles.

ESF Overview

The tasks that may need to be performed in emergency situations have been categorized as Emergency Support Functions (ESFs) under the National Incident Management System (NIMS) and Park City's CEMP has chosen to follow that categorization. The tasks have been grouped into 18 Emergency Support Functions. Each ESF is supported by Standard Operating Procedures (SOP) for that ESF. See ESF and SOP details in Appendix L and Q.

ESF 1 TRANSPORTATION

Public Works/Transit /Fleet

Coordinate the use of transportation resources required to perform the emergency response, recovery and assistance mission.

ESF 2 COMMUNICATIONS

Police/Information Technology

Coordinate and provide communication support, and, where necessary, establish temporary telecommunications support.

ESF 3 PUBLIC WORKS

Public Works/Streets/Building/Engineering

Assist in lifesaving or life-protection activity following a disaster. This may include technical advice and evaluation, engineering services, construction management and inspection, emergency contracting, and emergency repairs.

ESF 4 FIRE FIGHTING

Park City Fire District (PCFD)

Manage and coordinate firefighting and emergency medical activity.

ESF 5 INFORMATION MANAGEMENT

Sustainability

Collect, process, and organize information about a potential or actual disaster or emergency. Disseminate accurate information to the public.

ESF 6 MASS CARE

Red Cross/FEMA/Recreation

Coordinate activities involved with emergency shelter, mass feeding, bulk distribution of relief supplies for victims of disaster, and disaster welfare information.

ESF 7 RESOURCE SUPPORT

Sustainability/Emergency Mgr

Provide logistical and resource support. This includes provision of emergency relief supplies, space, office equipment, office supplies, telecommunications, contracting services, transportation services, and personnel.

ESF 8 HEALTH & MEDICAL SERVICES

Summit County Health/PCFD

Provide assistance in identifying and meeting the health and medical needs of disaster victims and emergency responders.

ESF 9 URBAN SEARCH & RESCUE

Park City Fire District (PCFD)

Provide support in locating, extricating and treating victims if buildings are damaged or collapse.

ESF 10 HAZARDOUS MATERIALS**PCFD/Summit County Health**

Provide support in response to actual or potential discharge and/or release of hazardous materials.

ESF 11 FOOD & WATER**Recreation Departments**

Identify food and water needs. Identify sources of water; arrange for manpower and transportation to the disaster area and distribute as needed to responders and mass shelters.

ESF 12 UTILITIES**Public Works/Water/Utility Companies**

Assist in coordinating efforts to provide emergency power and fuel to support response operations as well as providing power and fuel to restore normal community functions.

ESF 13 LAW ENFORCEMENT**Police**

Provide sufficient resources to maintain civil order under emergency conditions.

ESF 14 LEGAL**City Attorney/Legal**

Review local legal authorities and state statutes relating to emergency activities and advise City decision makers.

ESF 15 FINANCE MANAGEMENT**Finance/Budget**

Create a central management committee to oversee the emergency purchasing and reimbursement process. Maintain a disaster documentation system.

ESF 16 FACILITIES**Building/Engineering/Building Maint/Planning**

Coordinate the inspection and use of City owned/operated facilities to support disaster response and recovery operations.

ESF 17 VOLUNTEERS & DONATIONS**Recreation Departments/Finance & Budget**

Coordinate the use of volunteers and donated goods in support of disaster recovery operations.

ESF 18 ANIMALS**Summit County Animal Services**

Provide for emergency evacuation, medical care, shelter food and water for domestic animals.

Departmental Roles and ResponsibilitiesGeneral Responsibilities**1. General Preparedness Responsibilities**

The following common responsibilities are assigned to each department listed in this plan. Further, each department shall create an internal emergency management organization and develop standard operating procedures (SOP) in accordance with the provisions of this plan. Preparation activities include:

- Establishing departmental and individual responsibilities (as indicated in this plan); identify emergency tasks.
- Working with other departments to enhance cooperation and coordination, and eliminate redundancy. Departments having shared responsibilities should work to complement each other.
- Establishing education and training programs so that each division and employee will know exactly where, when and how to respond.
- Developing site specific plans for department facilities as necessary.
- Ensuring that employee job descriptions reflect their emergency duties.
- Training staff and volunteer augmentees to perform emergency duties, tasks.

- Identifying, categorizing and inventorying all available departmental resources, including but not limited to fixed assets, personnel and contracts.
- Developing procedures for mobilizing and employing additional resources.
- Ensuring communication capabilities.
- Preparing to provide internal logistical support to department operations during the initial emergency response phase.
- Prepare Standard Operating Procedures (SOP) in support of ESF responsibilities.

2. General Response Responsibilities

The following common responsibilities are assigned to each department listed in this plan.

- Upon receipt of an alert or warning, initiate notification actions to alert employees and volunteer augmentees assigned response duties.
- As appropriate:
 - Suspend or curtail normal business activities
 - Recall essential off-duty employees
 - Send non-essential employees home
 - Evacuate departmental facilities
- As requested, augment the City's effort to warn the public through use of vehicles equipped with public address systems, sirens, radio, employees going from door to door, etc.
- Keep the Operations Commander informed of field activities, and maintain a communications link to the Incident Commander and/or EOC.
- Activate a control center to support and facilitate department response activities, maintain events log, and report information within the ICS or EOC.
- Report damages and status of critical facilities within the ICS or EOC.
- If appropriate or requested, send a representative to the EOC.
- Ensure staff members tasked to work with the EOC have the authority to commit resources and set policies.
- Coordinate with the EOC to establish protocols for interfacing with county, state, federal responders.
- Utilize only the Public Information Officer to release any information to the media.
- Submit reports to the EPM detailing departmental emergency expenditures and obligations.

Individual Responsibilities

1. Chief Administrative Officer/City Manager (Executive)

- a. Provides overall administration, direction and control of the emergency, damage assessment and response operation within Park City
- b. Is a member of the Emergency Management Group (EMG)
- c. Commands the EOC
- d. Coordinates with the Mayor and Emergency Policy Council
- e. Provide risk management reporting and city insurance program

f. Provide supplies, equipment, and personnel as requested

2. Emergency Program Manager (Executive)

- a. Assists the City Manager with the planning, management and control of emergency operations
- b. Makes the Emergency Operations Center available to Park City officials for conducting overall direction/coordination of response and recovery operations. Manages and coordinates the EOC and interdepartmental operations
- c. Maintains supplies and equipment for the Emergency Operations Center.
- d. Coordinates department provision of supplies, equipment, and personnel as requested
- e. Works with the PIO and volunteer agencies to inform citizens of the actions they should take for their protection
- f. Coordinates with other departments to ensure that special needs populations receive information regarding actions taken for them to protect their life and property
- g. Conducts after-action meetings and prepares after-action reports in conjunction with the Operations Commander and/or Incident Commander(s)
- h. Additional responsibilities prior to an emergency include:
 - 1) Updating the Comprehensive Emergency Management Plan, and providing updated copies of the CEMP
 - 2) Coordinating emergency management exercises involving the City and community
 - 3) Participate in community preparedness training in conjunction with the PIO
 - 4) Coordinates the Special Needs Registry and assists in Special Needs community planning

3. Mayor and City Council

- a. Monitors situations within their constituencies and coordinates information with City Manager or designee
- b. Mayor submits formal local Declarations of Emergency
- c. Meets formally as a City Council as necessary.
- d. Mayor or designee acts as official City spokesperson in concert with the PIO, as needed
- e. Provides emergency policy direction
- f. Issue emergency rules and proclamations that have the force of law during proclaimed emergency period
- g. Appropriate funds to meet disaster expenditure needs
- h. Extend or terminate Declarations of Emergency

4. Finance

- a. Perform functions in the EOC or on-scene as assigned
- b. Assist IC and/or EOC initial situation/damage reports as per field units observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Provide appraisers to assist with damage assessments
- e. Process emergency purchases/procurement
- f. Establish and maintain a system whereby incident costs are identified and accumulated

- for county, state and federal reimbursement
- g. Ensure payroll system setup to pay employees and contractors
- h. Coordinate financial resources
- i. Maintains records of expenditures and use of resources.
- j. In conjunction with Budget and EOC assistance manages any Donations Programs
- k. Under the direction of the City Manager, helps with the resolution of claims and accounting for resources expended during the emergency.

5. City Attorney

- a. Provides legal advice to staff and Council
- b. Becomes familiar with laws governing emergency powers and provides advice on all related issues
- c. Reviews and approves as to form all emergency documents signed by the Mayor or designee
- d. Perform functions in the EOC as needed or assigned
- e. Act as a liaison between the Emergency Policy council and the Operations Commander

6. City Recorder (Executive)

- a. Provides safekeeping of vital records during the emergency
- b. Co-signs all emergency documents signed by the Mayor or designee
- c. Assists in logging and documenting all actions during the emergency
- d. Provides administrative support to Operations Commander

7. Police

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Augment warning system by providing siren-equipped and/or public address mobile units, and/or manpower for door-to-door warning
- e. Coordinate to lost persons, search and rescue, and coordination of heavy rescue operations in conjunction with PCFD and SCSD as needed
- f. Maintain law and order and provide public safety activities as required
- g. Provide security for key facilities
- h. Protect property in evacuated area
- i. Enforce orders of fire officers and implement/enforce evacuation orders, when necessary
- j. Provide law enforcement and traffic control in support of emergency actions
- k. Organizes auxiliary law enforcement personnel and commits available resources to maintain peace
- l. Coordinate City radio communication capabilities

8. Budget and Grants

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit's observations and reports from the general public

- c. Provide supplies, equipment, and personnel as requested
- d. In conjunction with Finance and EOC assistance manages any Donations Programs
- e. Provides planning, logistic and financial support to operations

9. Sustainability/Community and Public Affairs

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit's observations and reports from the general public
- c. Provide logistical and resource support as requested, which may include, the provision of emergency relief supplies, space, office equipment, office supplies, telecommunications, contracting services, transportation services, and personnel
- d. Serves as the Public Information Officer (PIO)
- e. Under the direction of the City Manager, collects, organizes, prepares and distributes public information materials about a potential or actual disaster or emergency.
- f. Participates with the EPM in disseminating and training in citizen and business preparedness plans
- g. In conjunction with the Mayor acts as the designated contact for the news media and public
- h. Ensures that special needs populations receive information regarding actions taken for them to protect their life and property

10. Public Works

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist with initial infrastructure damage assessment of horizontal construction, i.e., roads, bridges, storm sewers, etc.
- e. Provide heavy equipment to support rescue operations
- f. Provide technical information on damaged structures
- g. Provide traffic control signs and barricades
- h. Assist with the identification of evacuation routes and keep evacuation routes clear of stalled vehicles
- i. Coordinate the disposal of solid waste from congregate care facilities (shelter/mass feeding)
- j. Coordinate emergency utility support requirements with public and private utilities
- k. Operate fleet repair facility
- l. Provide for availability of motor fuels, vehicles and fuel driven equipment
- m. Provide for storage of equipment and vehicles in a safe place
- n. Provide comprehensive list of City vehicles and equipment to IC or EOC
- o. Provides for the removal of debris and maintenance of roadways
- p. Obtains additional equipment and transportation resources
- q. Establishes contracts for outside services in compliance with FEMA schedules
- r. Coordinate transportation requirements for special needs agencies/individuals
- s. Provide buses for evacuations and temporary shelters
- t. Provide additional bus transportation resources

- u. Coordinate mobilization of emergency transportation services
- v. Use transportation communication links to provide damage assessment information
- w. Insures that transportation assets meet the demands of emergency response personnel
- x. Maintains a resource list of all Park City fleet equipment and provides the EOC with updates of disaster damage to fleet
- y. Maintains fuel resources, controls and rations fuel as needed

11. Information Technology

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Maintain all communication and data systems
- e. Protect archives and necessary documents
- f. Provide supplies, equipment, and personnel as requested

12. Building/Fire Marshal/Engineering

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- e. Direct building inspectors and/or rapid assessment teams to assist with damage assessment and safety of City facilities
- f. Provide Fire Marshal services

13. Planning

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist in initial planning and ongoing planning during an emergency
- e. Organize staff to support damage assessment teams and participate in City wide damage assessment and recovery with the Building Dept
- e. Provide documents and maps to assist in response and recovery
- f. Support building and engineering in their emergency functions.

14. Human Resources

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Establish an employee call back system
- e. Establish a system to check on employee's families and communicate that information
- f. Assist with employee needs at work and with their families
- g. Track man power requests and needs and assist with obtaining outside staffing

15. Recreation [for the purpose of this document, “Recreation” refers to the Ice, Golf, Library and PC MARC departments working jointly]
- a. Perform functions in the EOC or on-scene as assigned
 - b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
 - c. Provide supplies, equipment, and personnel as requested
 - d. Assist with the assessment of human needs during and after a disaster
 - e. Obtain and supply food and water to city and emergency staff
 - f. Coordinate with the Red Cross, and other agencies as necessary to provide emergency programs for basic human needs to include reception centers, shelters, mass feeding at City designated shelters
 - g. Provide assistance in the registration of people at congregate care facilities (shelter/mass feeding)
 - h. Work in close concert with Red Cross and others in activation and operation of short term, and longer-term shelters/disaster centers
 - i. With assistance from the EOC manages and Volunteer Programs
 - j. Provide facilities for emergency shelter, food, and water distribution points, child care facilities as needed
 - k. Provide receiving and distribution sites
 - l. Assist with the delivery of goods

CHAPTER 5 – Damage Assessment and Recovery

Damage Assessment and Analysis Information

1. Accurate damage assessment information must be obtained by Park City at the earliest possible time in order to:
 - a. Evaluate the impact on the population and socioeconomic system of Park City and its ability to respond and recover.
 - b. Assist the Governor with determining local and state level of contribution to the recovery effort.
 - c. Allow the State Coordination Officer and the Federal Emergency Management Agency Regional Director to determine the kinds and quantities of disaster assistance to be provided by the state and federal government, if appropriate.
 - d. Document the need for supplementary federal assistance under a Presidential ‘Emergency’ or ‘Major Disaster’ Declaration.
 - e. Notify insurers of damaged/destroyed property.

Damage Assessment and Reporting

1. Initial Damage Assessment. The nature and magnitude of a disaster will determine how quickly a complete Initial Damage Assessment can be conducted. Widespread debris, washed out bridges, inundated roads, and unsafe buildings are a few of the problems that can delay the assessment. Immediately after the occurrence of a disaster, it is important to get a preliminary assessment of the extent and magnitude of the damage. The Planning Department

will assist in this function.

2. Damage Assessment Forms. During the response and recovery phases of a disaster, it is vital that the State Coordinating Officer and the Governor have accurate damage, cost and socioeconomic impact information available in summary form. This will determine how best to supplement the action taken by Park City and whether federal assistance is required. See Appendix O.

3. City Manager. It is the responsibility of the City Manager or his/her designee to coordinate with City and County elected officials to determine a systematic, unified course of action. The following items should be covered:

- Outline the extent (geographic area) and magnitude (severity) of the damage.
- Assess the socioeconomic impact on the City.
- Discuss the need for requesting outside assistance, the nature of such assistance and implications of accepting aid.
- Specify the geographic areas and damage categories, which need to be examined in greater detail.

4. Department Managers. It is the responsibility of department directors to oversee the gathering of damage assessment information in accordance with the assigned departmental duties. To assure accurate and efficient collection of data, department heads must take the following actions:

- Designate assessment teams of two or three people with specific areas of expertise.
- Assign the team to a specific geographic area or category of damage.
- Brief team members to ensure uniformity and understanding of damage categories, community impact, costs, reporting, procedures, etc.
- Identify damage sites by map location and street address. Roads and bridges should be listed by pre-assigned Utah State Department of Transportation numbers. Maps and photo identifications of damage sites will aid in conducting future surveys and on-site assessments.
- Provide each team with supplies to effectively perform the assessments (maps, cameras, list of property owners and locations). Have teams take photographs of damage sites and attach brief descriptions detailing vital information and describing the damage.
- Establish a deadline for gathering information so it can be summarized and presented to the governing body.
- Gather and maintain supporting documentation (invoices, contracts, expenditure records) for costs incurred in emergency response and mitigation work. Copies of emergency expenditure records should be maintained and attached to each damage site file.

Incident Reporting

1. Description and Purpose. Situation Reports should be made to continually update disaster status information. The information provided in the initial and subsequent Situation Reports should outline a sequential record of actions taken from the point of first response

through restoration activities. The degree of detail will vary with the type and severity of the events.

2. Content and Format. Situation Reports contain specific data and answer the following basic questions:

- a. Location and nature of damage.
- b. Description of the categories and degree of damage.
- c. Socioeconomic impact on the community.
- d. Response actions being taken by local government.
- e. Form of supplemental state and federal assistance requested.
- f. Public assistance and individual assistance for the community.

Reports and Record Keeping

1. A number of prescribed documents, reports and records must be executed and maintained during disaster operations. These ensure prompt and coordinated state and federal disaster response and maximize financial assistance.

2. Once an emergency is declared an ‘**Emergency**’ or ‘**Major Disaster**’ by the President of the United States, the federal disaster assistance programs may be made available to the state and its designated political subdivision. The Federal Emergency Management Agency is responsible for coordinating and administering all federal disaster relief programs through the Region VIII office. Subsequent to a presidential declaration, the Federal Coordinating Officer will establish a field office in the disaster area to administer disaster relief programs according to Public Law 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance, and the Code of Federal Regulations, Title 44, Part 206.

3. An accurate record system maintained separately from normal day-to-day operations should be established immediately at the onset of the emergency. All recipients of state and federal monies must maintain adequate disbursement and accounting records of costs incurred for approved disaster work.

4. One of the main responsibilities of Park City officials involved in disaster operations will be the preparation and maintenance of all required documents, reports and records. The Governor’s Authorized Representative is responsible for the execution of all necessary documents on behalf of the State of Utah for state and federal disaster assistance including certifying any applications for public assistance. In addition, the Governor’s Authorized Representative will provide guidance and assistance to Park City officials involved in the preparation and maintenance of their required reports and records.

5. All contracts must follow the **Procurement Guidance as found in Title 44 of the Code of Federal Regulations Part 13.36.**

END



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

Staff is recommending Council adopt a stormwater ordinance that will implement the billing process for a stormwater utility. A draft of this ordinance was presented to Council on May 12, 2016.

Respectfully:

Jason Christensen, Water Resources Manager



City Council Staff Report

Subject: Stormwater Utility Fee Ordinance
Author: Jason Christensen
Department: Public Utilities
Date: June 2, 2016
Type of Item: Legislative

Summary Recommendation

Staff recommends Council adopt the attached stormwater utility ordinance.

Executive Summary

Staff is recommending Council adopt a stormwater ordinance that will implement the billing process for a stormwater utility. A draft of this ordinance was presented to Council on May 12, 2016.

Acronyms

MS4 Municipal Separate Storm Sewer System

The Problem

In order to bill a stormwater fee by July 1, 2016 a billing ordinance must be adopted.

Background

Park City maintains a storm water system to move stormwater out of the City. This system requires additional operational and capital investments due to its age and condition (approx. 2/3rds of stormwater fund expense). Further, the State has designated Park City as an MS4 (Municipal Separate Storm Sewer System) effective July 1, 2016. This will create further obligations related to stormwater quality (approx. 1/3rd of stormwater fund expense). Staff has discussed this with Council and has recommended the creation of a stormwater enterprise fund and fee to cover stormwater expenses. The stormwater program has two high level goals¹. 1. Improve stormwater systems to protect property from flooding. 2. Manage stormwater to protect stream water and groundwater water quality.

<u>Date</u>	<u>Item</u>
February 11, 2016	<u>Study Session on City Stormwater System</u> . (pg. 60) Discussed the need and purpose of a stormwater system. Primarily designed to prevent flooding. MS4 requirements will add stream water quality goals.
February 25, 2016	<u>Work Session Discuss Stormwater Utility and User Fee</u> . (pg. 50). Presented funding options. Received direction to de-allocate as much Resort Sales Tax revenue as

¹ These have been wordsmithed to better convey what these goals mean. The meaning behind these has not changed.

- possible and create a rate that includes all capital and operations for storm drain.
- April 14, 2016 [Staff Communication StormWater Utility Fee Public Information Scope Summary. \(pg. 54\)](#) Informed Council of Community educational outreach efforts.
- May 12, 2016 [Stormwater Utility and Fee Finalization](#) (pg. 62) Received direction to reduce the stormwater fee.
- May 19, 2016 [Tenative 2016-2017 Budget Review](#) – Fee Schedule and Operating Budget (pg. 3) Received direction to return with a 3 and 5 year ramp up proposal for the fee.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Adopt or modify and adopt the attached ordinance.

Pros

- a. Creates the legal and administrative framework to assess a \$3.75 stormwater fee, thus implementing the fee discussed on May 19, 2016.
- b. This positively impacts Councils goal of managing and improving stormwater systems to protect stream and groundwater quality. It also provides for well-maintained assets and infrastructure and provides funding that will allow for a fiscally and legally sound stormwater system.

Cons

- a. This will result in an increase in cost for Park City businesses and increases resident's utility bill.
- b. This negatively impacts the Top Council goal of affordability by generally increasing the cost of living within Park City. This is mitigated by a fee structure that is funded in part by Resort Sales Tax.

- 2. Null Alternative:** If an ordinance is not adopted prior to July 1, 2016 the City will be unable to collect a stormwater fee.

Cons: This will have budgetary, level of service impacts, and regulatory compliance impacts.

3. Other Alternatives?

- a. Council may choose to substantially modify this proposed ordinance. This could require staff to return on June 16, 2016 with an update reflecting those changes.
- b. Council could also choose to eliminate consideration of a stormwater fee. Such a decision would place the City's budget into question, and would require a reworking of the stormwater program and reprioritization of items in the proposed budget.

Analysis

The attached ordinance would retitle Title 13 of the Municipal Code to Water and Stormwater, and create Chapter 6 which would authorize the collection of a storm water fee.

The ordinance includes a process for people to request adjustments if the billed fee does not represent their home or business, changes are made to the property that

reduce impervious area, or there is an error in calculating their fee. Because an average fee is being used for residential and multi-family, there will be some properties with impervious area greater than the average and some who will impervious area less than the average. This ordinance will provide a solution for those people.

The ordinance does not provide a method for reducing a customer's bill for additional stormwater controls above those required by municipal code. While those changes may be recommended in the future, staff would prefer to better understand what the City's minimum storm requirements will be as a regulated MS4. Staff would like to propose a credit system that rewards water quality improvements above this minimum, without crediting infrastructure that is designed primarily for property protection.

Staff has made two minor changes to the ordinance since it was presented on May 18th. The first clarifies the ability to charge residential homes their actual impact. The second allows customers to agree to have impervious area charged to an acceptable entity. The intent here is to allow customers and a HOA the option to charge the HOA for all impervious area and then have the HOA allocate those costs.

Below is an overview of other pieces of the ordinance:

- Transfers stormwater assets to the newly created stormwater enterprise fund.
- Establishes a new stormwater utility with responsibility for maintenance of the stormwater system.
- Imposes a new stormwater fee.
- Exempts the City, County and State from the fee.
- Identifies how the charge will be applied.
- Creates a process for people to dispute their stormwater charge or request an adjustment.
- Identifies an administrative law judge as the person charged with hearing disputes over the fee.

A final note, additional stormwater ordinances not related to billing, but required by the MS4 will be proposed in the following year.

Department Review

This report has been reviewed by Legal and Executive.

Attachments

A Ordinance 2016-24

Ordinance 2016-24

AN ORDINANCE AMENDING TITLE 13 AND ADOPTING CHAPTER 6 OF PARK CITY MUNICIPAL CODE

WHEREAS, the City finds and declares that absent effective maintenance, operations, regulation and control, existing stormwater drainage conditions constitute a potential hazard to the health, safety and general welfare of the City; and

WHEREAS, the Federal Clean Water Act requires that stormwater discharges from certain types of facilities be authorized under Stormwater Discharge Permits; and

WHEREAS, the State of Utah was granted primacy in the National Pollutant Discharge Elimination System (NPDES) program by the United States Environmental Protection Agency in 1987; and

WHEREAS, the State of Utah has instructed the City to secure coverage under the Clean Water Act for the City's stormwater system; and

WHEREAS, the City has determined that the most equitable solution to meeting the financial needs of the stormwater system is the creation of an enterprise account; and

WHEREAS, this enterprise account shall assess duly adopted fees in accordance with the ordinances herein amended and adopted.

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

Title 13 is hereby retitled "Water and Stormwater Code"

Chapters 2-5 reserved for future use.

Title 13 Chapter 6 STORMWATER UTILITY

Sections:

13-6-1 PURPOSE.

13-6-2 DEFINITIONS.

13-6-3 STORMWATER UTILITY CREATED.

13-6-4 MAINTENANCE OF CITY STORMWATER SYSTEM AND ASSETS.

13-6-5 UTILITY ADMINISTRATION.

13-6-6 SERVICE CHARGE IMPOSED.

13-6-7 SYSTEM OF RATES AND CHARGES.

13-6-8 BILLING AND COLLECTION.

13-6-9 ADJUSTMENTS.

13-6-10 APPEAL TO ADMINISTRATIVE LAW JUDGE.

13-6-1 PURPOSE.

The City finds and declares that absent effective maintenance, operation, regulation and control, existing Stormwater drainage conditions in all areas within the City constitute a potential hazard to the health, safety and general welfare of the City. The City Council further finds that natural and manmade Stormwater facilities and conveyances constitute a Stormwater system and that effective improvement, regulation, treatment, and control of Stormwater through formation by the City of a Stormwater utility requires the transfer of all Stormwater facilities and conveyances to a separate enterprise account.

13-6-2 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply:

“City” means Park City, a municipal corporation of the state of Utah.

“Public Utilities Director” means the Park City Public Utilities Director or his or her designee.

“County” means Summit County or Wasatch County.

“Commercial Property” means land that is not Single-Family Residential Property, Multi-Family Residential Property, or Undeveloped parcel.

“Customer” or “Person” means any individual; public or private corporation and its officers; partnership; association; firm; trustee; executor or administrators of an estate.

“Equivalent surface unit (ESU)” means a defined unit equal to 2,000 square feet of Impervious surface area.

“Impervious surface” means a parcel’s hard surface area that causes water to run off its surface in quantities or speeds greater than under natural conditions. Some examples of Impervious surfaces are rooftops, concrete or asphalt paving, walkways, patios, driveways, parking lots or storage areas, and gravel that has been subject to surface traffic, including compacted gravel surfaces.

“Multi-Family Residential Property” means land containing more than one single-family dwelling unit. When served by Park City Water these are multiple single-family dwellings served by a single meter or one large meter, with a small meter bypass. Any use other than residential or irrigation shall result in classification as a Commercial meter.

“Single-Family Residential Property” means land containing a single-family dwelling unit. When served by Park City water these are served by a single meter.

“Stormwater system” means a conveyance or system of conveyances (including roads with drainage systems, catch basins, curbs, gutters, ditches, natural or man-made channels, ground water drain systems, or storm drains) pursuant to Utah Administrative Code R317-8-1.6(4), (7), & (14), or designated under Utah Administrative Code R317-8-3.9(1)(a) et seq. that is owned or operated by the City, which has jurisdiction over disposal of wastes, Stormwater, or other wastes; that is designed or used for collecting or conveying Stormwater.

“Stormwater” means stormwater runoff, snowmelt runoff, and surface runoff and drainage.

“Stormwater utility” or “utility” means the utility created by this chapter, which operates, maintains, regulates, and improves Stormwater systems and programs within the City.

“Undeveloped parcel” means any parcel that has not been altered by grading, filling, or construction.

13-6-3 STORMWATER UTILITY CREATED.

There is hereby created and established a Stormwater utility and service charge structure. The utility will have regulatory authority and responsibility for planning, design, construction, maintenance, administration and operation of all City Stormwater systems, conveyances, and facilities.

13-6-4 MAINTENANCE OF CITY STORMWATER SYSTEM AND ASSETS.

The utility shall operate, maintain, and improve all existing City Stormwater systems used for the conveyance of Stormwater, through, under or over lands or watercourses, beginning at a point where the Stormwaters first enter the Stormwater system of the City and ending in each instance at a point where the Stormwater exits the system. Stormwater facilities do not include government-owned streets or those Stormwater facilities operated and maintained by, or for, a County or the State of Utah.

13-6-5 UTILITY ADMINISTRATION.

The Stormwater utility shall be administered by the Public Utilities Director.

13-6-6 SERVICE CHARGE IMPOSED.

All Persons otherwise responsible for Impervious surfaces within the City which contribute runoff to the Stormwater system or who otherwise use or benefit from the

Stormwater utility of the City will be responsible for paying the Stormwater utility fees as set forth in the Park City Fee Schedule.

13-6-7 SYSTEM OF RATES AND CHARGES.

(1) Service Fees Imposed. The City shall impose Stormwater drainage fee rates and charges within the City except City-owned or operated facilities, public streets, a County or the State of Utah. The charges shall fund the administration, planning, design, construction, stream water quality programming, operation, maintenance, and repair of existing and future Stormwater facilities.

(2) Methods of Determining Contribution of Stormwater and Property Classifications.

Impervious surfaces serve as the basis of the Stormwater service fee. Impervious surfaces reduce infiltration and increase surface runoff, thereby increasing the amount and rapidity of Stormwater. 2,000 square feet of Impervious surface is herein defined as an ESU. Private roads shall be considered in a property's ESU calculation. If Commercial Property and Multi-Family Property both benefit from the same roof, sidewalks, parking area, or other impervious area, the roof may be assigned to the Multi-Family area, and the sidewalks and parking area may be assigned to the Commercial Property. If multiple customers benefit from the same impervious area those owners may request the City bill that impervious area to a mutually agreed upon customer.

(a) Single-Family Residential Property. Single-Family Residential Properties shall be billed a set number of ESU(s) based on where the home is located on a map provided in the City's Fee Schedule or based on an individual assessment of the property.

(b) Multi-Family Residential Property. Multi-Family Residential Property shall be billed one ESU per unit.

(c) Commercial Properties. Commercial Properties shall be billed by reviewing aerial imagery to determine the Impervious surface and then rounding the Impervious surface up to a whole ESU.

(d) Undeveloped Parcels. Undeveloped parcels shall have no charges assessed.

(3) Method of Determining Service Fee Rates. The charge for an ESU shall be set forth in the City Fee Schedule.

13-6-8 BILLING AND COLLECTION.

(1) Utility Enterprise Fund. This chapter creates the Stormwater utility fund. All revenues received from Stormwater utility fees shall be placed in the enterprise fund as a designated fund, to be left separate and apart from all other City funds. The collection,

accounting, and expenditure of all Stormwater utility funds shall be in accordance with the Utah Uniform Fiscal Procedures Act.

(2) Billing. The City shall bill, or cause to be billed, property owners or other party if authorized by the owner for Stormwater utility services. If a party authorized by the owner fails to stay current, the responsibility for any fees and charges shall revert to the owner. Fees and charges shall be considered delinquent if not paid as determined by the procedures established by the City and shall be a debt to the City, which shall be subject to recovery in a civil action.

(3) The City shall send a monthly or bi-monthly billing. Payment is due within fifteen (15) days from receipt of the bill, or by the end of the month when the bill is mailed whichever is later. Interest shall be assessed against all accounts which are more than thirty (30) days past due at the rate of one and a half percent (1½%) per month, which is an annual rate of eighteen percent (18%). An account is due and payable upon mailing of the monthly statement, and interest will be assessed if the bill, or any portion of the bill, remains unpaid thirty (30) days from mailing. Interest will be charged only against the unpaid balance, and not against any partial payment, or against the current billing cycle charges.

(4) Unified Bill. All service charges, costs, fees, and penalties for water and Stormwater utility services by the City shall be billed for and collected on a single, unified bill. A partial payment shall first be credited to any penalties, interest and fees, and may then be applied to past due stormwater billings, followed by past due water billings.

13-6-9 ADJUSTMENT.

(1) Any Customer who disagrees with ESU determination, as provided in this chapter, for his or her property may apply to the Public Utilities Director for a recalculation. The request must be received on a form provided by the City and must be filed in writing with the Public Utilities Director no later than 30 days after receipt of the most recent billing. The Public Utilities Director or designee shall review the request and basis for user charges consistent with this chapter, and may approve an adjustment to the fee.

(a) Single-Family Residential Property. Single-Family Residential Properties may request an individual review of their property. A written request shall result in reviewing aerial imagery of the requested property. The actual Impervious surface area will be calculated, and the result will be rounded up to nearest whole ESU.

(b) Multi-Family Residential Property. Multi-Family Residential Properties may request an individual review of their property. A written request shall result in reviewing aerial imagery of the requested property. The actual Impervious surface area will be calculated, and the result will be rounded up to the nearest whole ESU.

(c) Commercial Properties. Commercial Properties may request a copy of their individual ESU determination, and may provide comment on the accuracy of said determination. Adjustments may be made in consultation with the Public Utilities Director. Commercial Properties shall be billed by rounding up the Impervious surface area to the nearest whole ESU.

(d) Undeveloped Parcels. Undeveloped parcels shall have no charges assessed.

(2) Administrative Relief. The Public Utilities Director may provide administrative relief from any fees and charges following application to the City and in cases of hardship or unusual circumstances.

(3) Application of Adjustment. If an adjustment is made, credit shall be applied to all charges from the time of the request, except that any request for an adjustment made prior to June 30, 2017 may be applied retroactively to all billing since July 1, 2016.

13-6-10 APPEAL TO ADMINISTRATIVE LAW JUDGE.

An appeal of a Public Utilities Director's decision may be brought before a City provided administrative law judge within 30 days of the Public Utilities Director's decision. The review shall be made on the basis of whether the Public Utilities Director's decision was arbitrary and capricious. The decision of the administrative law judge shall be final and conclusive.

If an appeal of charges is successful, credit shall be applied to all charges from the time of the request unless equity should require a greater period of time, and shall be reflected on a future billing after the appeal is decided in favor of the appellant, in whole or in part.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect on July 1, 2016.

PASSED AND ADOPTED this ____ day of _____, 2016

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

On April 28th Building presented fee schedule changes to Council, including the new methodology for identifying building valuation. ([Packet](#), pg. 78) On May 19, Budget Department also presented the amendments to the Fee Schedule demonstrating the same recommendation. The recommended amendment to the fee schedule prompts a need to amend the City Code as well, which statutorily requires building valuations to be determined on the basis of ICC.

Respectfully:

Michelle Downard, Deputy Chief Building Official



City Council Staff Report

Subject: Building Valuation- Municipal Code Amendment
Authors: Michelle Downard, Deputy Chief Building Official
Department: Building Department
Date: June 2, 2016
Type of Item: Legislative

Executive Summary

Staff recommends Council approve Ordinance 2016-25 amending Park City Municipal Code (PCMC) 11-12-2, which requires the Building Official to determine construction valuation on the basis of the International Code Council (ICC). This amendment is to be consistent with the proposed Fee Schedule amendments and will allow the Building Official to determine valuation based on actual value of construction.

Acronyms

ICC International Code Council
PCMC Park City Municipal Code

Background

On April 28th Building presented fee schedule changes to Council, including the new methodology for identifying building valuation. ([Packet](#), pg. 78) On May 19, Budget Department also presented the amendments to the Fee Schedule demonstrating the same recommendation. The recommended amendment to the fee schedule prompts a need to amend the City Code as well, which statutorily requires building valuations to be determined on the basis of ICC.

Analysis

According to PCMC section 11-12-2, Building Permit Fees are calculated by using the ICC valuation table to calculate the value of construction, which is a national average cost per square foot of construction and adjusted annually for cost inflation. Although this fee structure is a reasonable and acceptable practice and Park City applies a regional modifier, the actual cost to the City for the services related to the building permit fees in Park City vary greatly in their costs and complexities. The time involved for plan reviewers and inspectors to adequately evaluate and inspect complex building systems associated with higher cost per square foot projects is not equitably captured in the collected fees using the current fee structure. Contrarily, low cost per square foot and simpler construction types may be paying higher fees than they would if utilizing the proposed actual valuation.

The complexity or simplicity of the building structures and systems is more accurately reflected in the fee amounts if the actual valuations of the work were utilized in the fee calculations in lieu of the fee table. Staff recommends amending the Building Permit Fees section of the code, 11-12-2, to reference the Building Official's authority to set the

valuations in accordance with the International Building Code. The proposed amendment to PCMC is as follows:

11-12-2 Building Permit Fees

A fee for each building permit, electrical permit, plumbing permit, mechanical permit, and fire permit shall be paid to the City in such amount as shall be established from time to time by resolution duly enacted by the governing body.

The determination of value or valuation under any of the provisions of the International Building Code as adopted by the City Council, shall be made by the Building Official ~~on the basis of the ICC~~, subject to the approval of the City Manager.

The amount of additional building fee revenues generated due to the valuation recommendations in this report is only an estimated based on anticipated volume of construction activity. The difference between the valuation the of construction activity per the building valuation fee table versus actual was: \$14.8MM in 2013; \$19.1MM in 2014; and \$46.4MM in 2015. For 2013 and 2014, using the actual construction cost valuations would have resulted in between \$110K and \$140K additional revenues each year. Due to the high volume of construction activity in 2015, the additional revenues are estimated at almost \$350K for that year. Staff does not anticipate 2016 new construction values will be as high as 2015, but likely similar to 2013 and 2014 levels.

With the rising construction value estimates for next fiscal year as well as the increase to the Building Permit Fee Multiplier, staff estimates that the Building Permit Fee could generate upwards of \$1M. Inspection costs associated with the Building Permit Fee are budgeted at approximately \$1.2M for next fiscal year. These revenues are very much associated with building activity, which makes it hard to determine the actual revenues for the next fiscal year. Unlike other City fees or taxes an increase to the base rate may not generate more revenue because building activity could be low. The ICC recommends looking at building revenues over an extended period of time (5-10 years), with the expectation that erratic revenues will balance themselves out over time. Thus, even if revenues came in slightly higher or lower next fiscal year staff would look at the long-term trend to evaluate if the fee were paying for the costs, not just next fiscal year.

The Utah State Code regulates the fees collected by local jurisdictions related to Building activity. The proposed ordinance is consistent with the regulations set forth because they are a reasonable estimated cost for providing the services related to the permitted development.

Regulatory Fees (UC 10-9a-510)

- a. For reviewing or approving the plans for a commercial or residential building, the fee must not exceed the lesser of (a) the actual cost of performing the plan

- review; and (b) 65% of the amount the municipality charges for a building permit fee for that building.
- b. For reviewing and approving identical floor plans, only a nominal fee is permitted.
 - c. For each of the above fees, building plan fees, floor plan fees, hook-up fees, land use application fees, inspection fees, regulation fees, review fees, a district court review would examine whether these fees were *the reasonable estimated cost* of 1. regulation, 2. processing an application, 3. issuing a permit or 4. delivering the service for which the applicant or owner paid the fee

These fee schedule changes have been communicated to the Park City Homebuilders Association. Staff received support for the fee change with the understanding that all fees collected would be utilized towards providing services related to the development/permit.

Department Review

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

Alternatives:

A. Deny: Council can deny the proposed Ordinance.

Pro- No changes will be made to the current fee valuation process

Con- This Municipal Code would be in conflict with the proposed fee schedule

B. Continue the Item: The Final Budget and Fee Schedule must be adopted on June 16. The Fee Schedule is contingent on this Ordinance in order to avoid conflicting requirements. Any direction on changes to be made to the ordinance needs to be given by June 16, so that the budget can be adopted per State code.

C. Do Nothing: Same as alternative B

D. Modify: Council could give staff direction to modify the Fee Schedule.

E. Deny: The recommendations and revisions will not go into effect. Building Department valuation and fees will not be reflective of the actual value.

Recommendation:

Staff recommends Council approve Ordinance 2016-25 amending Park City Municipal Code (PCMC) 11-12-2, which requires the Building Official to determine construction valuation on the basis of the International Code Council (ICC). This amendment is to be consistent with the proposed Fee Schedule amendments and will allow the Building Official to determine valuation from actual value of construction.

EXHIBITS:

A – Proposed Ordinance 2016-25

Ordinance No. 2016-25

**AN ORDINANCE AMENDING TITLE 11 CHAPTER 12 SECTION 2
BUILDING PERMIT FEES OF THE MUNICIPAL CODE OF PARK CITY,
UTAH**

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

WHEREAS, the assessment of building permit fees needs to be updated to be consistent with the actual valuation of construction in order to be reflective of the actual cost to the City for the services related to the building permit fees; and

WHEREAS, the proposed ordinance is consistent with the Utah State Law because they are a reasonable estimated cost for providing the services related to the permitted development; and

WHEREAS, a public hearing was duly noticed and held on June 2, 2016 before the City Council;

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

SECTION 1. AMENDMENT TO THE MUNICIPAL CODE OF PARK CITY. UTAH ADOPTED: The recitals above are incorporated herein as findings of fact. Amendment to 11-12-2 of the Municipal Code of Park City is hereby amended as redlined as follows:

11-12-2. BUILDING PERMIT FEES.

A fee for each building permit, electrical permit, plumbing permit, mechanical permit, and fire permit shall be paid to the City in such amount as shall be established from time to time by resolution duly enacted by the governing body.

The determination of value or valuation under any of the provisions of the International Building Code as adopted by the City Council, shall be made by the Building Official, ~~on the basis of the ICC~~, subject to the approval of the City Manager.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 2nd day of June, 2016.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



DATE: June 2, 2016

TO HONORABLE MAYOR AND COUNCIL

The property owner requests to unite three (3) parcels consisting of one (1) full lot (all of Lot 12) and two (2) partial lots (most of Lot 13, and a portion of Lot 14), into one (1) lot of record by removing the internal lot lines which separates the lot and partial lots. The proposed Plat Amendment also includes the dedication of Crescent Tram roadway to the City. The subject lots are located in Block 14 of the Snyder's Addition to the Park City Survey.

Respectfully:

Francisco Astorga, Senior Planner



PLANNING DEPARTMENT

City Council Staff Report

Subject: 844 Empire Avenue Plat Amendment
Author: Francisco Astorga, AICP, Senior Planner
Project Number: PL-15-03034
Date: 02 June 2016
Type of Item: Legislative – Plat Amendment

Summary Recommendations

Staff recommends the City Council hold a public hearing for the 844 Empire Avenue Plat Amendment located at 844 Empire Avenue and consider approving it based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: Todd Gilbert represented by Sara Goff and Tom Goff
Marshall King, Alliance Engineering, Inc.
Location: 844 Empire Avenue
Zoning: Historic Residential-1 (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Plat Amendments require Planning Commission review and City Council review and action

Proposal/Executive Summary

The property owner requests to unite three (3) parcels consisting of one (1) full lot (all of Lot 12) and two (2) partial lots (most of Lot 13, and a portion of Lot 14), into one (1) lot of record by removing the internal lot lines which separates the lot and partial lots. The proposed Plat Amendment also includes the dedication of Crescent Tram roadway to the City. The subject lots are located in Block 14 of the Snyder's Addition to the Park City Survey.

Acronyms in this Staff Report

HR-1	Historic Residential-1	FY	Front Yard
ROW	Right-of-Way	RY	Rear Yard
LMC	Land Management Code	SY	Side Yard
FP	Footprint		

Background

On December 30, 2015, the City received a completed Plat Amendment application for the 844 Empire Avenue Plat Amendment. The property is located at 844 Empire Avenue. The property is in the HR-1 District. The subject property consists of all of Lot 12, most of Lot 13, and a portion of Lot 14, Block 14, Snyder's Addition to the Park City Survey. The entire subject area is recognized by Summit County as Parcel no. SA-143 (Tax ID).

Currently, the site contains a single-family dwelling. The single-family dwelling was built circa 1904. The site is listed on Park City's Historic Sites Inventory as a significant site. The site is ineligible to be listed on the National Register of Historic Places because of significant modifications. The historic front of the house was located towards the north along platted un-built 9th Street Right-of-Way (ROW). The front of the structure has been changed to the porch opposite of 9th Street along the Crescent Tram prescriptive easement. According to Summit County records the structure contains a total living area of 1,010 square feet, with a basement area of 972 square feet. The property contains a portion of the Crescent Tram Road which is a prescriptive easement along the southwest area.

The Planning Commission reviewed this Plat Amendment during their March 23, 2016 Planning Commission meeting. Click on the following link to view the prepared [staff report](#). Click on the following link to view the adopted [meeting minutes](#). The Commission held a public hearing and continued the item to the April 13, 2016 meeting. The item was continued at the applicant's request to allow additional time for the applicant to review the Crescent Tram roadway dedication and how that affects the maximum building footprint.

The Planning Commission held a public hearing during their April 13, 2016 Planning Commission meeting and did not review the item. Click on the following links to view the continuation [staff report](#) and [meeting minutes](#). The item was continued to the May 11, 2016 meeting per the same reason listed above. In order to prepare for the May 11, 2016 Planning Commission public meeting, and subsequent June 2, 2016 City Council meeting, staff re-noticed the item as indicated in the notice section of this staff report.

The Planning Commission held a public hearing during their May 7, 2016 Planning Commission meeting and reviewed the item. Planning Staff provided an overview of the request and focused on the road dedication, building footprint, and intersection redesign/improvements section of this staff report. The City Engineer attended this meeting and his expertise was shared during the meeting where he confirmed the intersection redesign/improvements section written in the staff report. Click on the following link to view the prepared [staff report](#) and [meeting minutes](#).

The May 7, 2016 Planning Commission discussion included entertaining a recommendation where the Applicant and the City would share the expenses of the intersection redesign/improvements. Staff, the Planning Department and the City Engineer would not be able to support a recommendation to the City Council that would include shared expenses of the intersection redesign/improvements. The Planning Commission forwarded a positive recommendation to the City Council. The Planning Commission motion had five (5) votes in favor and one (1) vote against. The adopted recommendation did not include sharing the expenses for the intersection redesign/improvements with the City.

Purpose

The purpose of the HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

The proposed Plat Amendment creates one (1) lot of record from the existing three (3) parcels, one (1) full lot and two (2) partial lots consisting of a total of 4,174 square feet. The area of the property which is under the prescriptive easement of the Crescent Tram Road is considered dedicated under State Law. Therefore, that dedication should be memorialized as part of this Plat Amendment. The portion of Crescent Tram Road over the subject property is 932 square feet. The proposed lot would be 3,242 square feet in area without the Crescent Tram Road section.

A single-family dwelling is an allowed use in the HR-1 District. The minimum required lot area for a single-family dwelling is 1,875 square feet. The proposed lot meets the minimum lot area for a single-family dwelling. A duplex dwelling is a conditional use in the HR-1 District. The minimum lot area for a duplex dwelling is 3,750 square feet. The proposed lot does not meet the minimum lot area for a duplex dwelling. The minimum lot width allowed in the HR-1 District is twenty-five feet (25'). The proposed lot is approximately thirty one feet (31') wide. The proposed lot meets the minimum lot width requirement. Table 1 shows applicable development parameters in the HR-1 District:

Table 1:

LMC Regulation	Requirements
Building Footprint	1,351.0 square feet, maximum based on lot size.
Front/Rear Yard Setbacks	10 feet minimum, 20 feet total.
Side Yard Setbacks	5 feet minimum, 10 feet total.
Building (Zone) Height	No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade.
Final Grade	Final Grade must be within four vertical feet (4') of Existing Grade around the periphery [...].
Lowest Finish Floor Plane to Highest Wall Top Plate	A Structure shall have a maximum height of thirty five feet (35') measured from the lowest finish floor plane to the point of the highest wall top plate [...].
Vertical Articulation	A ten foot (10') minimum horizontal step in the downhill façade is required [...].

Roof Pitch

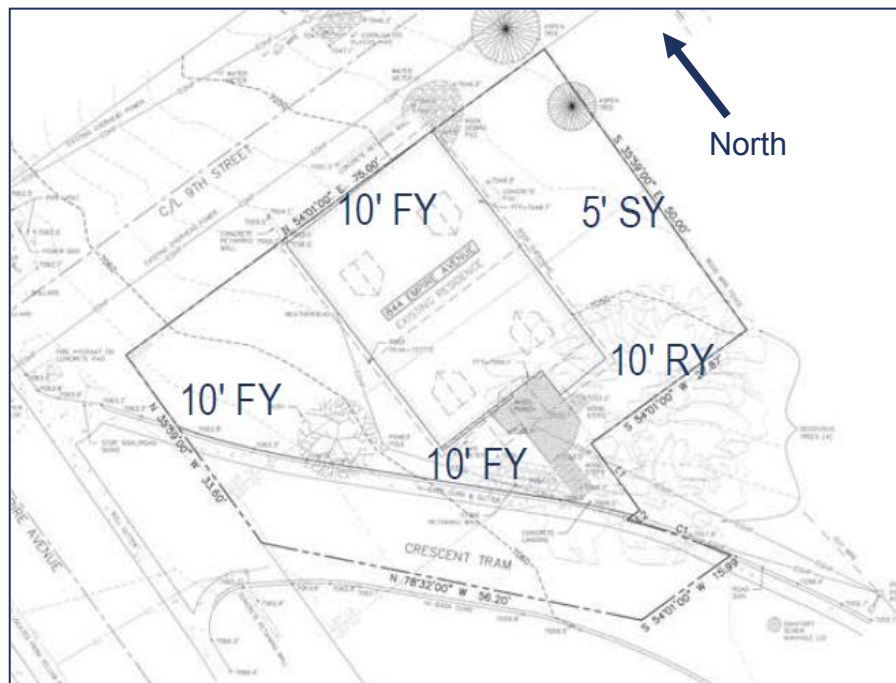
Roof pitch must be between 7:12 and 12:12 for primary roofs. Non-primary roofs may be less than 7:12.

Setbacks

Land Management Code (LMC) § 15-4-17 *Setback Requirements for Unusual Lot Configurations* lists different scenarios and their corresponding setback determinations for lots that don't follow the standard front, two (2) sides, and rear yard areas, traditionally known as a *block lot*. Furthermore, it indicates that any lots, which are not specified in this LMC section, are to have setbacks determined by the Planning Director. The Planning Director has determined the following setbacks:

- From 9th Street, platted un-built ROW, front yard (FY), ten feet (10') minimum. This is the historic front of the structure.
- From Empire Avenue, front yard (FY), ten feet (10') minimum.
- From Crescent Tram, front yard (FY), ten feet (10') minimum.
- From the south neighbor, rear yard (RY), ten feet (10') minimum. This side is opposite of the historic front of the house.
- From the east neighboring property, side yard (SY), five feet (5') minimum.

The diagram below graphically displays the Planning Director's setback determination:



The existing historic structure does not meet the minimum setbacks along the north side, platted un-built 9th Street ROW. The existing structure was built along this property line and the roof overhang is over the property line encroaching approximately eighteen inches (18"). Also, along this same property line, there is a concrete retaining wall built on the ROW. The existing historic structure also does not meet minimum

setbacks along the Crescent Tram as it is approximately five feet (5') from the new property line after the dedication. The existing historic structure also does not meet minimum setbacks from the shared property line with the neighboring site towards the south as it is approximately eight and a half feet (8.5').

LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures; however, additions must comply with building setbacks.

Staff recommends adding a condition of approval that indicates that the concrete retaining wall encroachment across the north property line over the 9th Street ROW shall be resolved prior to plat recordation. The applicant bears the burden of proper approvals for the retaining wall, which may include an encroachment agreement with the City through the City Engineer's office, or relocation/removal of the retaining wall, subject to compliance with applicable Design Guidelines for Historic Sites through a Historic District Design Review application with the Planning Department.

Road Dedication

Utah Code, Transportation Code, Right-Of-Way Act [§ 72-5-104](#) declares that a highway (street or road, not including an area principally used as a parking lot) is dedicated and abandoned to the use of the public when it has been continuously used as a public thoroughfare for a period of ten (10) years. Staff finds that Crescent Tram Road has continuously been used as a public thoroughfare for much longer than the required ten (10) years.

Furthermore, LMC § 15-7.3-4(1)(2) *Widening and Realignment of Existing Roads* indicates the following “Land reserved for any road purposes may not be counted in satisfying yard or Area requirements contained in the Land Management Code.”

Because Utah Code [§ 72-5-104](#) dictates that statutorily the road is dedicated after ten (10) years, the requirement to dedicate the road as part of the Plat Amendment formalizes that dedication.

Building Footprint

LMC § 15-2.2-3(D) indicates that the maximum Building Footprint is calculated according to the following formula for Building Footprint:

$$\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$$

where FP = maximum Building Footprint and A = Lot Area.

The LMC indicates that the maximum Building Footprint is a simple function of the lot area. The proposed lot area shown on the attached requested Plat Amendment displays that the proposed lot is to contain 3,242 square feet, which would yield a maximum Building Footprint of 1,351.0 square feet.

The applicant disagrees with this finding, See Exhibit I – Applicant's Letter received 22

March 2016, as they have indicated that they need a total of 1,476 square feet of maximum building footprint, which is 125 square feet over what the LMC allows based on the Maximum Building Footprint Formula. After careful review of applicable City Codes staff finds that the City is not able to provide the '*maximum building footprint prior road dedication*' but can only approve the '*maximum building footprint after road dedication*' which constitutes the lot size. Furthermore, the last sentence of LMC § 15-7.3-4(l)(2) found in the Road Dedication section above indicates that this area, reserved for any road, may **not** be counted in satisfying area requirements contained in the LMC.

Intersection Re-Design/Improvements

In order to provide a future vehicular access to 844 Empire Avenue, the City Engineer has indicated that the existing intersection at Empire Avenue and Crescent Tram needs to be re-designed and improved. The current site does not have vehicular access. Because the future vehicle access is for the sole benefit of 844 Empire Avenue, all of the costs associated of the re-design and improvements are the burden of the property owner. The intersection currently works as-built, without vehicular access to 844 Empire Avenue. At this stage the City Engineer has indicated that a vehicular access can only be accommodated off Empire Avenue or 9th Street. The City Engineer would not support vehicular access directly off Crescent Tram. Thus, any cost to applicant for improvements are only those directly related to allowing vehicular access to the site.

The City's Historic Sites Inventory designated the site in the significant category. LMC § 15-2.2-4 Existing Historic Structures indicates the following:

Historic Structures that do not comply with Building Setbacks, Off-Street parking, and driveway location standards are valid Complying Structures. Additions to Historic Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment. Additions must comply with Building Setbacks, Building Footprint, driveway location standards and Building Height. All Conditional Uses shall comply with parking requirements of Chapter 15-3.

The applicant disagrees with these findings regarding intersection re-design/improvements costs, See Exhibit J – Applicant's Letter received 19 May 2016.

Good Cause

Planning Staff finds that there is Good Cause for this Plat Amendment as the lot line going through a historic structure will be removed, 932 square feet will be memorialized as dedicated to the City for the Crescent Tram road for public use, the requested Plat Amendment will not cause undo harm to adjacent property owners, and all requirements of the Land Management Code can be met. The proposed lot area of 3,242 square feet is a compatible lot combination as the entire HR-1 District has abundant sites with approximate dimensions.

The LMC defines Good Cause as the following below:

Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.

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

The property was posted and notice was mailed to property owners within 300 feet on March 9, 2016. Legal notice was published in the Park Record on March 9, 2016 according to requirements of the Land Management Code.

The property was again posted and notice was mailed to property owners within 300 feet on April 27, 2016. Legal notice was again published in the Park Record on April 27, 2016 according to requirements of the Land Management Code.

Public Input

No public input has been received by the time of this report.

Alternatives

- The City Council may approve 844 Empire Avenue Plat Amendment; or
- The City Council may deny 844 Empire Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on 844 Empire Avenue Plat Amendment; or
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Planning Department's Recommendation

The site would remain as is. The site would consist of one (1) Old Town lot and two (2) partial lots. The historic structure would contain a lot line going through it. Additions to the historic structure would have to respects all setbacks of all internal lot lines. The Crescent Tram ROW dedication would not take place. The existing single-family dwelling would remain as is. The portion of Crescent Tram would remain in the form of

a prescriptive easement instead of City ROW.

Summary Recommendation

Staff recommends the City Council hold a public hearing for the 844 Empire Avenue Plat Amendment located at 844 Empire Avenue and consider approving it based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat Amendment
Exhibit B – Applicant's Project Description
Exhibit C – Original Submittal
Exhibit D – Existing Conditions & Topographic Map (Survey)
Exhibit E – Aerial Photograph
Exhibit F – Vicinity Map
Exhibit G – County Tax Map
Exhibit H – Site Photographs
Exhibit I – Applicant's Letter received 22 March 2016
Exhibit J – Applicant's Letter received 19 May 2016

Links

03.23.2016 Planning Commission staff report:
▪ <http://www.parkcity.org/Home/ShowDocument?id=24365#page=51>
03.23.2016 Planning Commission meeting minutes:
▪ <http://www.parkcity.org/Home/ShowDocument?id=25475#page=7>
04.13.2016 Planning Commission continuation staff report:
▪ <http://www.parkcity.org/Home/ShowDocument?id=24493#page=33>
04.13.2016 Planning Commission meeting minutes:
▪ <http://www.parkcity.org/Home/ShowDocument?id=25557#page=9>
Utah Code, Transportation Code, Right-Of-Way Act § 72-5-104:
▪ http://le.utah.gov/xcode/Title72/Chapter5/72-5-S104.html?v=C72-5-S104_2014040320140513
05.11.2016 Planning Commission staff report:
▪ <http://www.parkcity.org/Home/ShowDocument?id=26637#page=41>
05.11.2016 Planning Commission meeting minutes:
▪ <http://www.parkcity.org/Home/ShowDocument?id=28195#page=3>

Exhibit A – Draft Ordinance with Proposed Plat Amendment

Ordinance No. 2016-26

AN ORDINANCE APPROVING THE 844 EMPIRE AVENUE PLAT AMENDMENT LOCATED AT 844 EMPIRE AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 844 Empire Avenue has petitioned the City Council for approval of the Plat Amendment to combine Lot 12, most of Lot 13, and a portion of Lot 14, Block 14, of the Snyder's Addition to the Park City Survey ; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held public hearings on March 23, April 13, and May 11, 2016, to receive input on Plat Amendment; and

WHEREAS, the Planning Commission, on May 11, 2016, forwarded a positive recommendation to the City Council; and,

WHEREAS, on June 2, 2016, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, there is good cause and it is in the best interest of Park City, Utah to approve the 844 Empire Avenue Plat Amendment.

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

SECTION 1. APPROVAL. 844 Empire 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 property is located at 844 Empire Avenue.
2. The property is in the Historic Residential-1 (HR-1) District.
3. The subject property consists of all of Lot 12, most of Lot 13, and a portion of Lot 14, Block 14, Snyder's Addition to the Park City Survey.
4. The site is listed on Park City's Historic Building Inventory as a significant site.
5. The proposed Plat Amendment creates one (1) lot of record from the existing three (3) parcels, one (1) full lot and two (2) partial lots consisting of a total of 4,174 square feet.

6. A portion of the property is encumbered by the Crescent Tram Road which has been used since the late 1800s and was paved in the early 1970s.
7. The City requests that the property owner formalize the dedication to the City that portion of the Crescent Tram prescriptive easement area that is on subject property. This area consists of 932 square feet.
8. The proposed lot would be 3,242 square feet.
9. A single-family dwelling is an allowed use in the District.
10. The minimum lot area for a single-family dwelling is 1,875 square feet.
11. The proposed lot meets the minimum lot area for a single-family dwelling.
12. The minimum lot width allowed in the District is twenty-five feet (25').
13. The proposed lot is approximately thirty one feet (31') wide.
14. The proposed lot meets the minimum lot width requirement.
15. Per LMC § 15-4-17 the Planning Director has determined the following setbacks:
 - a. From 9th Street, platted un-built ROW, front yard, ten feet (10') minimum. This is the historic front of the structure.
 - b. From Empire Avenue, front yard, ten feet (10') minimum.
 - c. From Crescent Tram, front yard, ten feet (10') minimum.
 - d. From the south neighbor, rear yard, ten feet (10') minimum. This side is opposite of the historic front of the house.
 - e. From the east neighboring property, side yard, five feet (5') minimum.
16. The existing historic structure does not meet the minimum setbacks along the north side, platted un-built 9th Street ROW, as the structure was built on the property line.
17. The existing historic structure does not meet the minimum setbacks along the shared property line with the neighboring site on the south as it is approximately eight and a half feet (8.5').
18. The existing historic structure does not meet minimum setbacks along the Crescent Tram ROW dedication as it is approximately five feet (5') from the new property line after the dedication.
19. LMC § 15-2.2-4 indicates that historic structures that do not comply with building setbacks are valid complying structures; however, additions must comply with building setbacks.
20. The concrete retaining wall encroaches across the north property line over the 9th Street ROW.
21. The proposed lot area consisting of 3,242 square feet yields a maximum Building Footprint of 3,151.0 square feet.
22. LMC § 15-7.3-4(l)(2) Widening and Realignment of Existing Roads indicates that where a subdivision borders an existing narrow road for realignment or widening, the Applicant shall be required to improve and dedicate at his expense such Areas for widening or realignment of such roads.
23. LMC § 15-7.3-4(l)(2) indicates that land reserved for any road purposes may not be counted in satisfying yard or Area requirements contained in the Land Management Code.
24. Utah Code, Transportation Code, Right-Of-Way Act § 72-5-104 declares that a highway (street or road, not including an area principally used as a parking lot) is dedicated and abandoned to the use of the public when it has been continuously

- used as a public thoroughfare for a period of ten (10) years.
25. Crescent Tram has continuously been used as a public thoroughfare for much longer than the required ten (10) years.
 26. LMC § 15-2.2-3(D) indicates that the maximum Building Footprint is calculated according to the following formula for Building Footprint: $\text{MAXIMUM FP} = (A/2) \times 0.9^{A/1875}$, where FP = maximum Building Footprint and A = Lot Area.
 27. The proposed lot area shown on the attached requested Plat Amendment displays that the proposed lot is to contain 3,242 square feet, which would yield a maximum Building Footprint of 1,351.0 square feet.
 28. In order to provide a future vehicular access to 844 Empire Avenue, the City Engineer has indicated that the existing intersection at Empire Avenue and Crescent Tram needs to be re-designed and improved.
 29. The current site does not have vehicular access.
 30. The future vehicle access is for the sole benefit of 844 Empire Avenue.
 31. All of the costs associated with the re-design and improvements are the burden of the property owner.
 32. The intersection currently works as-built, without vehicular access to 844 Empire Avenue.
 33. The City Engineer has indicated that a vehicular access can only be accommodated off Empire Avenue or through platted un-built 9th Street.
 34. The City Engineer is not willing to support vehicular access directly off Crescent Tram.
 35. The City's Historic Site Inventory designated the site in the significant category.
 36. Historic Structures that do not comply with Off-Street parking and driveway location standards are valid Complying Structures.
 37. Additions to Historic Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment.
 38. There is good cause for this Plat Amendment as the lot line going through a historic structure will be removed, 932 square feet will be dedicated to the City for the Crescent Tram road for public use, the requested Plat Amendment will not cause undo harm to adjacent property owners, and all requirements of the Land Management Code can be met.
 39. The proposed lot area of 3,242 square feet is a compatible lot combination as the entire Historic Residential-1 District has abundant sites with these approximate dimensions in this neighborhood.
 40. 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 Subdivisions.
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 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 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. A ten foot (10') wide public snow storage easement will be required along the Empire Avenue front of the property.
4. Fire sprinklers shall be required for all new construction or substantial renovations, as determined by the Park City Building Department during building permit review.
5. Drive access to the site shall be from Empire Avenue or through platted un-built 9th Street in a location approved by the City Engineer.
6. The concrete retaining wall built over the north property line shall be resolved prior plat recordation. The applicant bears the burden of proper approvals for the retaining wall, which may include an encroachment agreement with the City through the City Engineer's office, or relocation/removal of the retaining wall, subject to compliance with applicable Design Guidelines for Historic Sites through a Historic District Design Review application.
7. The plat shall formalize the dedication of the Crescent Tram which has been used as right of way for more than 10 years.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 2nd day of June, 2016.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Attachment 1 – Proposed Plat Amendment

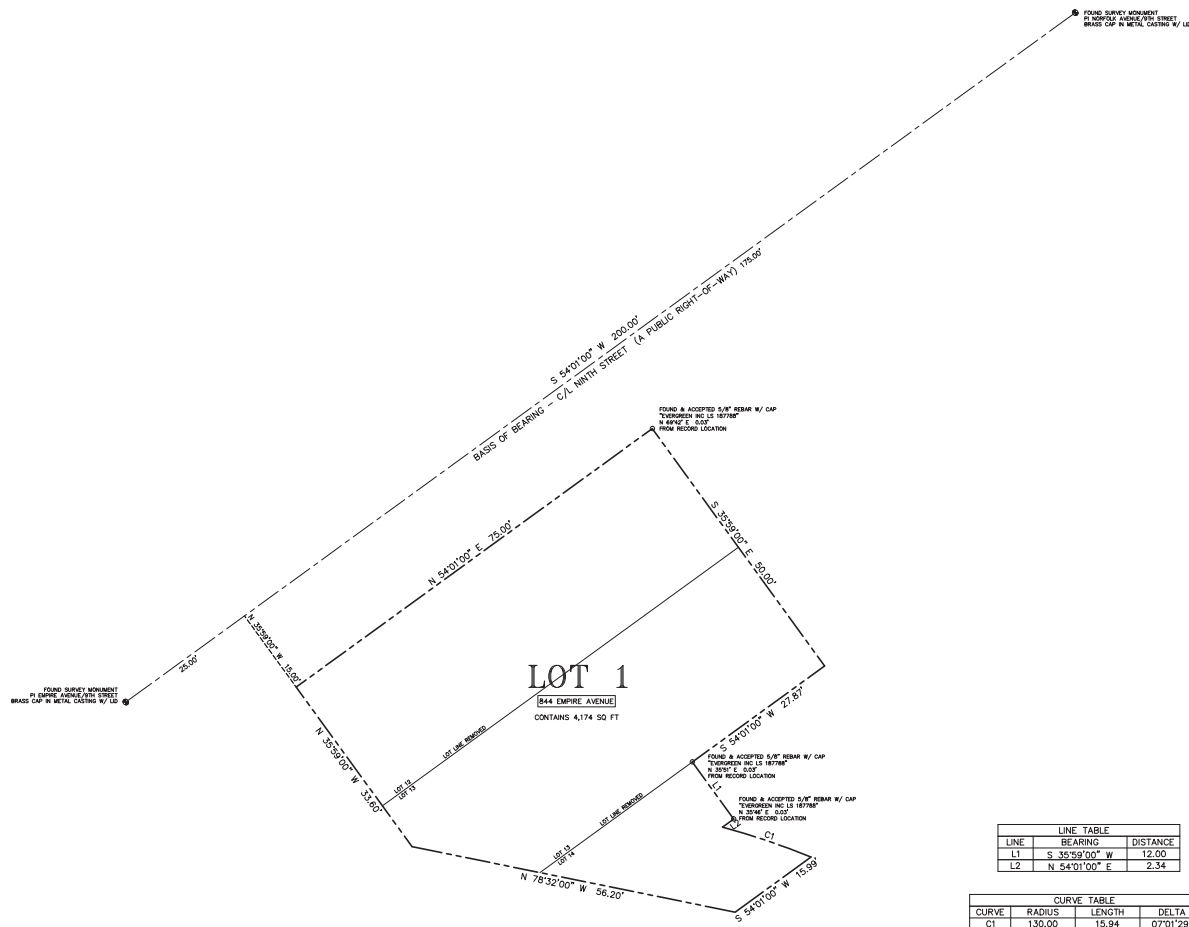
SNYDER'S ADDITION TO PARK CITY SURVEY, BLOCK 14,
LOT 12 AND PORTIONS OF LOTS 13 & 14,

(844 EMPIRE AVENUE)

PROJECT INTENT

Lot 12 and portions of Lots 13 & 14, Block 14, Snyder's Addition to Park City Survey, (also known as 844 Empire Avenue) are owned by the same entity. The original lot lines from Snyder's Addition to Park City Survey still exist between Lots 12 & 13 and between Lots 13 & 14. The owner desires to unify the property into one lot of record by extinguishing the existing lot line, with the ultimate goal of renovating the existing residence.





SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of 844 EMPIRE AVENUE PLAT AMENDMENT and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION

Lot 12, Block 14, Snyder's Addition to Park City.

Also, a part of Lots 13 and 14, in Block 14, Snyder's Addition to Park City described as follows: Beginning at the Southwest corner of Lot 11, Block 14; and running thence South 54°01' West 75 feet; thence South 35°59' East 8.6 feet; thence South 78°32' East 56.2 feet; thence North 54°01' East 37 feet; thence North 35°59' West 50 feet to the point of beginning.

Less and excepting the following land conveyed to Robert G. Ward and Margery W. Ward, his wife, grantees, as show in that certain Quit-Claim Deed recorded December 28, 1983, as Entry No. 214633, in Book 283, at page 299, of Official Records, more particularly described as follows:

Beginning at the Northeast corner of Lot 14, Block 14, Snyder's Addition to Park City, Utah; and running thence South 35°59' East along the Easterly boundary of said Lot 14, 23 feet; thence South 54°01' West along the Southerly boundary of said Lot 14, 21.01 feet to a point on the Northerly side of the Crescent right-of-way; thence along said Northerly side of the Crescent right-of-way, being a 130 foot radius curve to the left (radius point bears South 22°14'19" West), 15.94 feet; thence North 54°01' East 2.34 feet; thence North 35°59' West 12 feet to a point on the Northerly boundary of said Lot 14; thence North 54°01' East along said Northerly boundary of Lot 14, 27.87 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Todd M. Gilbert, the undersigned owner of the herein described tract of land, to be known hereafter as 844 EMPIRE AVENUE PLAT AMENDMENT, does hereby certify that he has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this ____ day of _____, 2016.

Todd M. Gilbert

ACKNOWLEDGMENT

State of _____)
County of _____) ss.

On this ____ day of _____, 2016, Todd M. Gilbert personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Todd M. Gilbert acknowledged to me that he is the owner of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

NOTE

This subdivision is subject to the Conditions of Approval in Ordinance 16-____.



SHEET 1 OF 1

 (435) 649-0457 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street, P.O. Box 2664 Park City, Utah 84060-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2016 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2016 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2016 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2016 BY _____ PARK CITY RECORDER	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ FEE _____ RECORDER _____
	12/11/15 JOB NO.: 17-B-15 FILE: X:\SnyderAddition\dwg\env\plat2015\170815.dwg						

Exhibit D – Existing Conditions & Topographic Map (Survey)

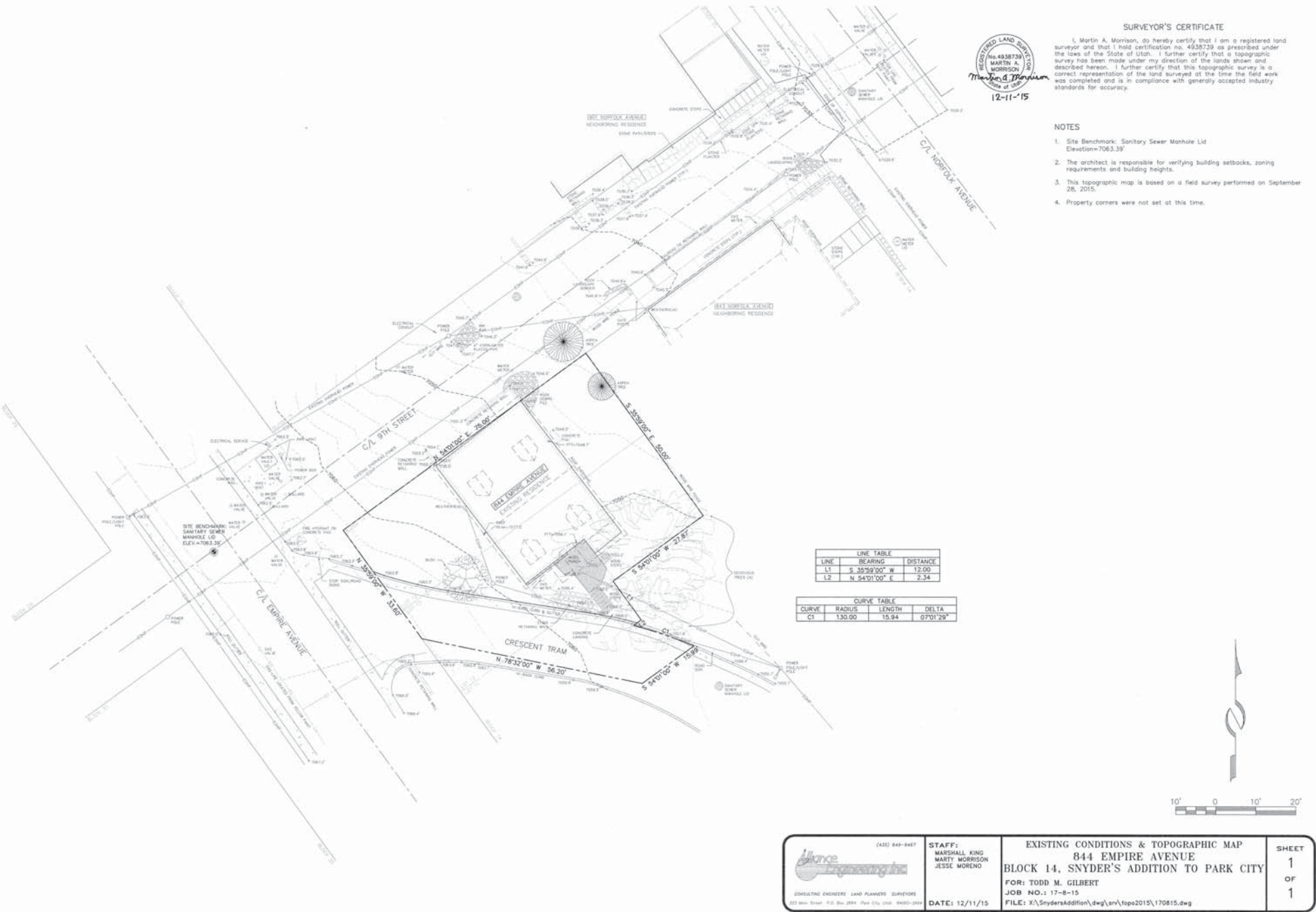


Exhibit E – Aerial Photograph



Legend

Address

Parcels

Streets

 HSI Significant Site

★ HSI Landmark Site

Exhibit F - Vicinity Map

844 Empire Avenue







844 Empire Avenue looking northerly

Exhibit H – Site Photographs



844 Empire Avenue looking southeasterly



844 Empire Avenue looking northwesterly



844 Empire Avenue looking southerly

March 21, 2016

Park City Municipal Corporation
443 Marsac Avenue
Park City, Utah 84060

Attn: Francisco Astorga, Planning Department

Re: Plat Amendment
844 Empire Avenue

Dear Francisco,

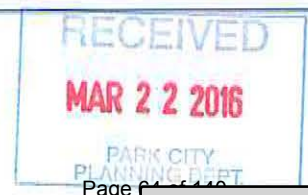
After review of your email of March 18, 2016 we are disappointed that the entire property is not being included in the footprint area calculation as we thought it would be. Transfer of our ownership of the property occupied by Crescent Tram to the city should hold some value. Based on your email it does not. The full lot area of 4184 sq. ft. would yield a footprint of 1654 sq. ft. We understand that the maximum footprint created by the entire lot is probable not usable based on the other constraints placed on the property such as; lot shape, setbacks and designing around the historic home. We also feel that giving no credit for the Crescent Tram property is inherently unfair.

Your email stipulates that the footprint will be calculated on a lot area of 3242 sq. ft. providing a footprint of 1351 sq. ft. we feel this number is restrictive. After review of a number of design options we feel a footprint of 1476 sq. ft. would allow us to utilize a reasonable portion of the property and gain a modest 125 additional square feet of footprint over your proposed number.

We would very much like to proceed with our plat before the planning commission but feel that it is important to resolve this issue prior to that hearing. We would like to meet and discuss this issue with you at the earliest possible time.

Please let us know when you would be available to meet.

Sincerely,



May 19, 2016

To whom it may concern:

In regards to the pending Plat Amendment for 844 Empire, we feel strongly that the 932 sq ft. Crescent Tram dedication is conditional upon the City paying for the hydrant relocation and intersection changes on Crescent Tram and Empire.

We are very disappointed that we are required to dedicate more than 25% of our lot to the city and are given no consideration in return. It is unfair to ask us to dedicate our property and expect us to pay for hydrant relocation and intersection improvements after we no longer own the 932 sq ft. section of Crescent Tram that we are being required to dedicate.

Furthermore, the City Engineer should have placed the hydrant adjacent to the other water utility improvements in the 9th street right of way and not 15 feet away. While there are 3 driveway access points, he is requiring our driveway access to only be on Empire Avenue. To make matters worse, he placed a fire hydrant in the middle of where our driveway would need to be. This hydrant should have been placed on the common lot line within the 9th street right of way. It is common or standard practice to place utility improvements on common lot lines.

Importantly, it should be noted that at the May 11th, 2016 Planning Commission meeting that Tom Goff attended on our behalf, three Park City members expressed views in agreement with us that the city should pay for the relocation work.

Please forward and ensure this email is reviewed by the common council members prior to June 2nd. Again, 844 Empire's dedication of Crescent Tram is conditional upon the City paying for the hydrant relocation and intersection changes on Crescent Tram and Empire.

Thanks,

Todd Gilbert (owner); Sara Goff and Tom Goff (owner's representatives)

