



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
May 30, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, May 30, 2019.

WORK SESSION - 3:00 p.m.

Police Complaint Review Committee Member Interviews
[Police Complaint Review Committee Interviews Staff Report](#)

CLOSED SESSION - 3:30 p.m.

To Discuss Property, Personnel, and Litigation

WORK SESSION (CONTINUED) - 5:00 p.m.

2019-20 City Manager's Recommended Budget: Operating Budget and Fee Change
Recommendations
[Budget Staff Report](#)
[Exhibit A: Budget Goal Summary by BFO Program](#)
[Exhibit B: Personnel Changes](#)
[Exhibit C: Fee Schedule Changes](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. AWARDS AND RECOGNITION

1. Presentation of the 2018 Cindy Matsumoto Historic Preservation Awards to the Historic Glenwood Cemetery for Stewardship of the Site; the Little Belle Ore Bin for Excellence in Restoration; the Jupiter Ore Bin for Excellence in Restoration; and the Alliance Mine Site for Stewardship of the Site
(A) Public Input
[Historic Preservation Award Staff Report](#)
2. Summit Community Power Works Challenge High School Winners Recognition
(A) Public Input

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Quarterly Budget Report- FY2019 Third Quarter
[Budget Staff Report](#)
[Attachment A: Expenditure Summary](#)
[Attachment B: Audit Trial Balance - Expenses](#)
[Attachment C: Revenue Summary](#)
[Attachment D: Audit Trial Balance - Revenues](#)
2. 2019 Spring Runoff Update
[Spring Runoff Staff Report](#)
3. Park City Heights Neighborhood Park Update
[Park City Heights Neighborhood Park Staff Report](#)
[Landscape Park Plans](#)

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

V. CONSENT AGENDA

1. Request to Approve Two Grazing Leases with Gillmor Ranching LLC for City-Owned Property Along SR-248 and the Clark Ranch Open Space in a Form Approved by the City Attorney
[Agricultural Leases Staff Report](#)
2. Request to Approve Professional Service Provider Agreements Totaling \$317,800 for Noxious Weed Abatement, in a Form Approved by the City Attorney: PMG Vegetation Control - \$80,000; Ground Solutions - \$25,000; Green Leaf - \$30,000; Eco Lawn - \$70,000; Jesus Rea Landscaping - \$108,800; and Ground Solutions - \$4,000
[2019 Weed Contracts Staff Report](#)
3. Request to Authorize the City Manager to Enter into a Memorandum of Understanding (MOU) with Summit County Health Department for Continued Financial Contributions for the Mental Health Director Position, in the amount of \$60,000 in a Form Approved by the City Attorney's Office
[Mental Wellness MOU Staff Report](#)
[Mental Health MOU](#)
[Job Description](#)

VI. NEW BUSINESS

1. 2019-20 City Manager's Recommended Budget
(A) Public Hearing (B) Continue to June 6, 2019

2. Consideration to Approve a Five (5) Year Interlocal Agreement for Joint Use of Facilities for Recreation between Park City School District, Snyderville Basin Special Recreation District, and Park City Municipal Corporation
(A) Public Input (B) Action
[Joint Use Recreation Agreement Staff Report](#)
[2019 Joint Use Recreation Agreement](#)
3. Consideration to Approve Resolution 11-2019, a Resolution Approving Building Department Fee Waivers on New Renewable Energy Projects
(A) Public Input (B) Action
[Renewable Energy Fee Waiver Staff Report](#)
[Renewable Energy Fee Waivers Resolution](#)
4. Consideration to Approve Ordinance No. 2019-29, an Ordinance Approving an Extension of Approval for the Park City Heights Phase 2 Subdivision Located off Calamity Road, South of Richardson Flat Road and West of US Highway 40, Park City, Utah
(A) Public Hearing (B) Action
[Park City Heights Phase 2 Extension Staff Report and Ordinance](#)
[Exhibits for Park City Heights Phase 2 Extension](#)
5. Consideration to Approve Ordinance 2019-30, an Ordinance Approving Municipal Code Amendments Regarding Gravel and Landscaping in Title 11 Chapter 15-3 Acceptable Cover, Title 14 Chapter 2-7 Park Strips; Land Management Code Title 15 Chapter 3-3 General Parking and Driveway Standards; Title 15 Chapters 5-1 Policy and Purpose and 5-5(N) Landscaping; and Title 15 Chapter 15-15 Definitions.
(A) Public Hearing (B) Action
[Gravel and Landscape Code Amendments Staff Report and Ordinance](#)
[Public Comments and Exhibits](#)

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

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

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Michelle Downard

Submitting Department: Building

Item Type: Work Session

Agenda Section:

Subject:

Police Complaint Review Committee Member Interviews

Suggested Action:

Staff recommends the Mayor and City Council to conduct interviews with the applicants for the Police Complaint Review Committee, citizen member position.

Attachments:

[Police Complaint Review Committee Interviews Staff Report](#)



City Council Staff Report

Subject: Police Complaint Review Committee Interviews
Author: Michelle Downard, Deputy Chief Building Official/
Resident Advocate
Department: Building/Executive Department
Date: May 30, 2019
Type of Item: Administrative

Summary Recommendation

Staff requests for City Council to interview the candidates for the Police Complaint Review Committee (PCRC) vacancies and select one (1) candidate for a 3 year term, starting on July 1, 2019. Staff is also requesting that Council appoint an alternate in the event that the selected candidate is not able to serve on the committee. Staff will return to the June 6, 2017 City Council Meeting for the appointment.

Background

Park City Municipal has an expectation for Police Department personnel to consistently act in accordance with established policies and procedures. Accordingly, the PCRC was created to act as an advisory body, which reviews complaints filed against police personnel and/or police procedure.

The PCRC consists of five members. Two are City Manager appointed City staff members, one of whom is the Chairperson. Three of the members are citizen members appointed by the City Council with staggered terms. One of the citizen member positions has reached the end of its term. In accordance with the Policies and Procedures, staff recommends staggered terms to always maintain experienced committee members and consistency.

Analysis

The PCRC vacancies were advertised at the Spring Projects Open House on March 12, 2019 and on the Park City Website for six (6) weeks.

The two applicants scheduled for interviews are Deanna Rhodes (Prospector) and Thomas Horton (Prospector).

The candidates have been notified that they will be required to submit a background check which complies with the PCRC Policies and Procedures. As part of that process, the police department will fingerprint the applicant and provide a Bureau of Criminal Identification (BCI) background check packet. The City will reimburse the cost of the BCI check to the applicant when the results are provided to the City.

Staff will return to the regularly scheduled City Council Meeting on June 6, 2019 for the PCRC appointment.

Department Review

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

Funding Source

No funding is needed for appointment, as members are not compensated.

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Work Session

Agenda Section:

Subject:

2019-20 City Manager's Recommended Budget: Operating Budget and Fee Change Recommendations

Suggested Action:

Staff recommends a number of changes to the fee schedule and current operating budget. Direction from City Council should be given on these recommendations so that the fee schedule can be adopted on June 6, as well as the Budget on June 20.

Attachments:

[Budget Staff Report](#)

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

[Exhibit B: Personnel Changes](#)

[Exhibit C: Fee Schedule Changes](#)



City Council Staff Report

Subject: City Manager's Recommended Budget
Authors: Jed Briggs & Todd Andersen
Department: Budget, Debt, & Grants
Date: May 30, 2019
Type of Item: Informational/Legislative

Summary Recommendation: Staff recommends a number of changes to the fee schedule and current operating budget. Direction from City Council should be given on these recommendations so that the fee schedule can be adopted on June 6, as well as the Budget on June 20.

Background:

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. The expenditure budget is determined by looking at revenues, which the Budget Dept assesses in the Financial Impact Assessment Report (FIAR), a projection of the City's expenditures and revenues over the next ten years.

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

April 29 - 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 2 – [Presentation and adoption of the Tentative Budget](#), Budget Overview & Timeline, Update of Financial Impact Assessment Report (FIAR), Benefits (pay plan & health insurance) as well as CIP & RDA budgets. Presentation and adoption of the Tentative Budget.

May 16 – [Capital Expenditures](#) – 5-year CIP & RDA budgets

May 30 – Operating Expenditures and Fee Changes

June 6 – City Fee Resolution, Council Compensation, Budget Policies, Special Service Contracts and Outstanding Budget Issues

June 20 – 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:

The City employs a Budgeting for Outcomes (BFO) process that focuses on Council priorities and objectives as the driving factor for determining the annual budget. By creating Priorities and

Desired Outcomes within Council goals and then receiving offers from City departments, the City can make better-informed decisions regarding the prioritization and cost of City services and programs. Below you'll find the recommendations made by the Results Team to the City Manager through the community priorities and desired outcomes.

- For more information on the BFO process, [click here](#) (p. 4)
- For more information on major operating increases, [click here](#) (p. 43)
- For more information on budget request and recommendations within BFO programs, [click here](#)

Priorities & Desired Outcomes with Budget Recommendations:

Thriving Mountain Town

Critical Priority

- Transportation: Congestion Reduction, Local & Regional
 - o \$776K net increase in the Transit Fund; \$201k for Transportation personnel changes (*see Attachment B*); \$575k for materials, supplies, and services. \$225K of which is for electric battery service lease/agreement and \$240k for HOA dues.
 - o Parking: New full-time Parking Maintenance Coordinator (offset with \$60k in part-time personnel budget). Re-class of Office Assistant II and III (PW Admin) both to Analyst I. The Materials/Supplies will be offset from other line items, and due to the personnel changes in Transit Fund, personnel costs will come to \$48,862 for Parking.

Desired Outcomes

- Sustainable and Effective Multi-modal Transportation
- World-class Resort Community
- Wide Variety of Exceptional Recreation
 - o \$52.9K for increases in Ice PT personnel funding, contract services for sports officials, and marketing/retail costs. \$36k offset by anticipated Ice revenue increases.
- Balance Between Tourism and Local Quality of Life
- Varied and Multi-seasonal Event Offerings
 - o \$25K for Special Events application software (one-time).
- Resilient and Sustainable Economy

Engaged & Effective Government and Involved Citizenry

Top Priority

- Community Engagement

Desired Outcomes

- Fiscally and Legally Sound*
 - o \$75K for City Attorney contract and affordable housing contract services.
 - o \$11,875 for Finance bank fees.
- Well-maintained Assets and Infrastructure*
 - o \$139.9K for one Building Maintenance III FT position with new vehicle (one-time), and contract services costs.

- o \$127K for four part-time Streets & Stormwater Operator IIIs (0.5 FTE each), Analyst II-Streets, and various materials/supplies. Also includes personnel costs from Transit/Public Works personnel changes.
- Engaged and Informed Citizenry
- Strong Working Relationships with Strategic Stakeholders
 - o \$2,900K for re-class of Community Affairs Analyst I to Analyst II.
- Transparent Government
 - o \$84.3K for IT software costs (Office 365, ArcGIS Enterprise licenses, and cloud subscription services).
- Gold Medal Performance Organization
 - o \$40K for comprehensive Classification and Compensation Study of PCMC's positions. This is offset with a decrease in budget for the FIS World Championships.
- Responsive Customer Service
**Essential Services*

Preserving and Enhancing the Natural Environment

Critical Priority

- Energy: Conservation, Renewable Energy, Carbon Reduction and Green Building Incentives

Desired Outcomes

- High Quality and Sustainable Water*
 - o \$142K for Mountain Regional operations & maintenance, water assessments, and contract services/consulting, and increased costs due to the Public Works/Transit re-org.
- Net-zero Carbon Government by 2022
- Net-zero Carbon City by 2030
- Abundant, Preserved and Publicly-accessible Open Space
 - o \$53K for re-class of Trails & Open Space Coordinator from contract position to FTR.
 - o \$10k for Parks III PT position that will provide maintenance to City-owned open space properties.
- Mitigation of Environmental Pollutants
**Essential Services*

Inclusive & Healthy Community

Critical & Top Priorities

- Housing: Middle Income, Attainable & Affordable Housing
 - o \$6K for Housing professional/consulting services, and other materials/supplies/services.
- Social Equity
 - o \$35K for Neurodiversity PT personnel funding, this is a net increase of \$15k. \$20k was initially budgeted. 0.5 FTE of Community Technical Specialist (other 0.5 FTE in Police).

- Citizen Wellbeing
- Arts & Culture

Desired Outcomes

- Safe Community*
 - o \$147K for a FT Evidence Technician, re-class of one Police Officer to Senior Police Officer, 0.5 FTE of Community Technical Specialist (\$18k part-time offset), and body camera annual software updates.
 - o Net-zero increase for Building Department: Fire Inspector/Plans Examiner, and various materials/supplies costs. These requests will be completely offset by building revenues (\$127.9K)
 - o \$10K for Main Street bollard put up and tear-down during events.
 - Live and Work Locally
 - Affordable Cost of Living
 - Social Justice and Well-being for All
 - Distinctive Sense of Place
 - Protected and Celebrated History
 - Vibrant Arts and Culture
 - Walkable and Bike-able Community
 - Mental, Physical and Behavioral Health
- *Essential Services*

City Service Fees (changes to the Fee Schedule)

The following departments are making changes to the Fee Schedule:

- Water
- Storm water
- Finance
- Parking
- Recreation
- Library
- Ice
- Golf

Water Department

In order to fund water quality projects, such as the 3 Kings Water Treatment Plant, rates are proposed to increase 3% across the board, and the base rate for irrigation accounts (about 175 accounts that only water landscaping) was increased 13%. This reflects Council direction to increase that base rate 10% (plus the across the board 3%) per year until the annual charge for this base rate is equivalent to the Multi-Family and Commercial accounts on an annual basis. June 2nd, 2016 Council Meeting (pg.150, fourth bullet from the top)”

The Equivalent Surface Unit (“ESU”) charge for stormwater is proposed to increase 3% from \$6.10 to \$6.28. For most residential customers, this will mean their stormwater bill

will increase from \$18.30 per month to \$18.85 per month. At the [June 2, 2016 Council Meeting](#) (pg. 11) Council directed staff to phase the Additional Resort City Sales Tax funding out of the stormwater capital project, and phase the stormwater fee up over 3 years to approximately \$6.00 per ESU required to make this enterprise fund self-sufficient. The following graphic below is from the June 2, 2016 staff report.

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

The meter testing fee was increased for the first time in recent memory to \$500 to better match the cost of this service. The testing fee alone, not including staff field time, costs the City \$350. The disconnect fee was updated to address a concern about 2nd home owners disconnecting their water service when away from town and reconnecting while in town. This behavior shifts water costs to full time residents. For a disconnect of one month the fee remains \$100. For 2 months, the reconnect fee is 2 months water service base rate. For 3 or more months the reconnect fee is 3 months water service base rate.

Finance

Business License Fees

Some business license applications Finance receives do not require an inspection from the Building Department, so their administration fee is less. Specifically, the “Other Commercial Vehicles and Trailers” category fee was lowered to reflect this update.

Credit Card Transaction Fee

Currently, BPE (Building, Planning, & Engineering) permits can only be paid with a credit card if the total transaction is under \$1,500. If an effort to provide a higher level of service to our customers combined with the new implementation of the new BPE software, we want to allow permit applicants to pay with a credit card and online when allowed. We convened a committee with a representative from Ice, Golf, Recreation, Library, Public Utilities, Executive, BPE, Sustainability, and Finance to find a solution that both increased the level of service, but kept our costs low. Additionally, we needed to ensure that any new policy was within the regulations of the credit card companies:

- Cannot charge a service fee on utility payments
- Cannot charge more than it costs the City to process the transaction
- Cannot charge convenience fees
- Must apply the same service fee to all credit card types

The committee determined that charging a service fee only on non-utility transactions equal to or greater than \$5,000 would have the least impact. The majority of customers that would be impacted would be large permit customers that choose to pay with a credit card. Customers will always be given the option to pay via debit card, check or cash to avoid the service fee.

Parking

In 2018 Utah State Legislature mandated compliance amongst cities with late fine penalties greater than 25% through statute 11-62-201. The deadline for compliance is July 1, 2019. The code, as written, is as follows:

11-62-201. Limits on penalties for failure to pay a fine. [Effective July 1, 2019]

An individual assessed a parking citation, civil citation, or administrative fine may not be charged:

(1) by the original jurisdiction that imposes the fine, late fees and interest in the aggregate that are more than 25% of the initial fine amount; and

(2) by a court, interest in the aggregate that is more than 25% of the initial fine amount.

After reviewing current fee escalations, it was determined that reductions in escalation amounts is needed to be made to several violation types in order to gain this mandated compliance. These adjustments will directly affect fine collection amounts and, in turn, affect budgeted amounts as projected in initial parking revenue collections. Staff will work to offset these lost revenues by evaluating current operational expenses.

Recreation

PC MARC: It has been two years since we have had any price increases at the PC MARC. The proposed increases are recommended so that the department can continue to recover at least 70% of direct costs. The increases are also due to the increase in the sales tax rate since these taxes are included in the fees. The proposed increases are for all facility passes other than youth passes. The drop-in fees for visitors are increasing. Hourly indoor tennis court fees are increasing to help keep up with increased tennis expenses. We added the personal trainer fees that we charge independent contractors to train clients at the MARC.

Recreation Fees: Increases in fees are recommended for full day park pavilion rentals for residents. The increase is needed to reflect the actual cost of cleaning the pavilion. There are also changes to field rental fees which were needed to add greater consistency in fees charged between facilities.

Cemetery Fees: Looking to increase the Disinterment fee closer to the actual cost. This needs to increase because of the hours it takes to dig up a grave as most of the work needs to be done by hand.

Library

Library added an "Educator Card" for Educators in Park City School District, which is free.

Ice

Generally, the non-resident rates are comparable to facilities in other resort destinations while resident rates are set a couple dollars higher than those found in the Salt Lake Valley. When the market allows, the Ice Arena generally increases fees slightly to keep up with expenses and with an intention to reduce the facility's subsidy. We believe we are still at market rate for local users and that there is an opportunity to increase

revenue for for-profit ice rentals and curling equipment rentals. Other changes include removing fees that are no longer applicable, and making superficial edits.

Golf

Staff have always had the philosophy of keeping the golf course an affordable amenity for the citizens of Park City. Staff is very cautious about any fee increases and only make changes when it is truly necessary. The fee increases are needed because of the increased cost of doing business over the years. Retail merchandise has increased \$5-\$10 per piece on apparel, shipping costs have nearly doubled over the last 5 years, and accessory costs have increased about 15%. Increases in staff wages, cost of maintenance supplies, the future capital replacement purchases (including more eco-friendly equipment), improvements asked for by the patrons to tee boxes, sand traps, and general maintenance of the golf course are all contributing factors. With the upcoming construction of the Water Treatment Plant and possible hole alterations it will be difficult to raise rates during the years of this construction. In the past Golf Operations were able to share some equipment with the Parks Department and since we will no longer be at the same facility this has created the need for about \$80,000 worth of new equipment we need to purchase that was not in our current capital replacement inventory. Our two main competitors are Wasatch Mountain State Park and Mountain Dell Golf Course. With our fee increases our Resident Rate will be \$4.00 more per round than Wasatch and the same price as Mountain Dell. We have typically been around \$4- \$6 more per round than Wasatch Mountain since 1998.

Department Review:

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

Attachments:

A – Budget Goal Summary by BFO Program

B – Personnel Changes Related to Transportation, Public Works, and Public Utilities

C – Excerpts showing changes to Fee Schedule

Thriving Mountain Town									
Program	Departments	BASE FY 2019	SCORE FY 2020	QUARTILE FY 2020	DEPT REQ FY 2020	RT REC FY 2020	CC REC FY 2020	REV FY 2020	TOT REC COST FY 2020
Traffic Enforcement	POLICE	\$1,197,167	22.00	1	\$1,229,266	\$1,186,439	1,204,690	\$-60,146	\$1,144,544
Summer Service	TRANSPORTATION OPERATIONS	\$4,551,475	21.75	1	\$4,974,645	\$5,149,050	5,205,280	\$0	\$5,205,280
Winter Service	TRANSPORTATION OPERATIONS	\$6,476,740	21.75	1	\$6,933,868	\$6,889,463	6,967,516	\$0	\$6,967,516
Park City Mobility	TRANSPORTATION OPERATIONS	\$815,788	21.75	1	\$878,817	\$828,147	832,451	\$0	\$832,451
Transportation Management	TRANSPORTATION OPERATIONS	\$1,746,815	21.50	1	\$2,294,280	\$1,556,282	1,609,634	\$0	\$1,609,634
Winter Snow Operations	STREET MAINTENANCE	\$1,353,996	20.25	2	\$1,529,840	\$1,462,138	1,474,622	\$0	\$1,474,622
Special Events	9 CITY DEPARTMENTS	\$2,658,995	19.50	2	\$2,612,983	\$2,620,244	2,646,840	\$-1,281,579	\$1,365,261
Parking Management	PARKING & TRANSIT	\$1,993,403	19.00	2	\$2,182,370	\$1,956,795	1,891,208	\$-2,300,780	\$-409,572
Economic and Redevelopment	ECONOMY & BUDGET	\$2,156,660	17.50	2	\$2,090,635	\$2,090,635	2,095,476	\$-595,212	\$1,500,264
Parks, Turf & Athletic Fields	PARKS & CITY RECREATION	\$782,728	14.00	4	\$782,906	\$692,026	699,977	\$-71,000	\$628,977
Park Amenities & Infrastructure	PARKS & FIELDS	\$256,185	14.00	4	\$256,352	\$228,613	232,114	\$0	\$232,114
Tennis Tournaments	CITY RECREATION & TENNIS	\$38,863	13.75	4	\$38,863	\$38,863	38,863	\$-97,000	\$-58,137
Concessions	GOLF OPERATIONS	\$58,117	13.75	4	\$60,902	\$57,842	58,460	\$-85,000	\$-26,540
Recreation Youth Programs	CITY RECREATION & TENNIS	\$680,897	12.75	4	\$686,127	\$680,779	689,199	\$-292,800	\$396,399
Recreation Adult Programs	CITY RECREATION	\$797,733	12.25	4	\$797,733	\$795,548	813,773	\$-461,500	\$352,273
Ice Rental	ICE FACILITY	\$30,526	12.25	4	\$35,401	\$34,655	35,082	\$-266,500	\$-231,418
Rec Center Operations	CITY RECREATION & TENNIS	\$488,116	12.25	4	\$495,116	\$499,351	490,942	\$-215,300	\$275,642
Business Improvement District	ECONOMY	\$64,419	12.00	4	\$64,419	\$64,419	64,419	\$-41,000	\$23,419
Tennis Operations	CITY RECREATION & TENNIS	\$205,481	12.00	4	\$205,506	\$205,506	207,631	\$-189,550	\$18,081
Tennis Programs	CITY RECREATION & TENNIS	\$639,742	11.75	4	\$645,211	\$645,211	646,530	\$-510,450	\$136,080
Economic Development Grant	ECONOMY	\$50,000	11.50	4	\$50,000	\$50,000	50,000	\$0	\$50,000
Golf Management Operations	GOLF OPERATIONS	\$313,742	11.25	4	\$316,527	\$313,468	317,543	\$0	\$317,543
Ice Programs	ICE FACILITY	\$524,011	11.25	4	\$596,683	\$577,497	585,196	\$-502,500	\$82,696
Golf Shop Programs	GOLF OPERATIONS	\$101,525	11.25	4	\$104,310	\$101,251	102,282	\$-46,800	\$55,482
Retail Operations	GOLF OPERATIONS	\$273,598	10.75	4	\$276,383	\$273,324	275,137	\$-220,000	\$55,137
Operations	ICE FACILITY	\$400,112	10.75	4	\$407,612	\$395,112	397,019	\$-159,000	\$238,019
Pro Shop	CITY RECREATION & TENNIS	\$121,945	10.75	4	\$121,945	\$116,945	117,140	\$-46,000	\$71,140
Marketing	CITY RECREATION & TENNIS	\$26,673	10.75	4	\$26,673	\$26,673	26,758	\$-174,000	\$-147,242

Preserving & Enhancing the Natural Environment									
Program	Departments	BASE FY 2019	SCORE FY 2020	QUARTILE FY 2020	DEPT REQ FY 2020	RT REC FY 2020	CC REC FY 2020	REV FY 2020	TOT REC COST FY 2020
Service Orders	WATER OPERATIONS	\$608,420	25.50	1	\$631,686	\$626,187	625,392	\$0	\$625,392
Distribution and Maintenance	WATER OPERATIONS	\$3,538,796	25.50	1	\$3,571,068	\$3,586,695	3,584,828	\$0	\$3,584,828
Water Quality	WATER OPERATIONS	\$2,928,710	25.50	1	\$2,939,161	\$2,948,121	2,958,460	\$0	\$2,958,460
Carbon Reduction	ENVIRONMENTAL SUSTAINABILITY	\$443,855	22.75	1	\$443,855	\$443,855	449,300	\$0	\$449,300
Water Billing	WATER OPERATIONS	\$367,523	22.00	1	\$393,729	\$377,090	379,838	\$0	\$379,838
Project Management	WATER OPERATIONS	\$589,559	21.50	1	\$603,837	\$598,373	599,183	\$0	\$599,183
Water Rights/Water Projects	CITY ATTORNEY'S OFFICE	\$109,228	21.25	1	\$109,228	\$109,228	110,950	\$-112,883	\$-1,933
Conservation	WATER OPERATIONS	\$422,145	19.25	2	\$432,595	\$418,802	418,641	\$0	\$418,641
Environmental Regulatory/EPA	3 CITY DEPARTMENTS	\$548,357	18.75	2	\$565,076	\$550,436	554,170	\$-28,778	\$525,392
Open Space	ECONOMY	\$72,317	18.75	2	\$72,317	\$72,317	73,441	\$0	\$73,441
Bonanza Flat Operations	ECONOMY	\$30,000	15.75	3	\$30,000	\$30,000	30,000	\$0	\$30,000

Inclusive & Healthy Community									
Program	Departments	BASE FY 2019	SCORE FY 2020	QUARTILE FY 2020	DEPT REQ FY 2020	RT REC FY 2020	CC REC FY 2020	REV FY 2020	TOT REC COST FY 2020
Housing	COMM. DEV. ADMIN.	\$356,049	23.75	1	\$364,179	\$364,179	369,587	\$0	\$369,587
State Liquor Enforcement	POLICE	\$63,771	23.50	1	\$63,771	\$63,771	64,817	\$-57,000	\$7,817
Patrol Operations	POLICE	\$2,545,030	23.50	1	\$2,978,127	\$2,645,397	2,667,497	\$0	\$2,667,497
Emergency Management	EMERGENCY MANAGEMENT & POLICE	\$391,883	21.75	1	\$391,883	\$406,241	409,405	\$-4,800	\$404,605
Fire Safety	BUILDING	\$403,332	21.75	1	\$523,378	\$522,843	530,492	\$-146,430	\$384,062
Dispatch	POLICE	\$620,000	21.50	1	\$620,000	\$620,000	620,000	\$-39,800	\$580,200
Inspections	BUILDING & ENGINEERING	\$1,259,411	21.00	2	\$1,269,837	\$1,258,539	1,275,449	\$-1,439,385	\$-163,936
Youth & Spanish Services	LIBRARY	\$231,429	20.50	2	\$231,429	\$231,429	234,228	\$-3,600	\$230,628
Inspections and Contract Supervision	BUILDING MAINTENANCE	\$129,077	20.50	2	\$148,149	\$148,149	150,095	\$-21,299	\$128,796
Senior Services	COMMUNITY ENGAGEMENT	\$1,918	20.25	2	\$1,918	\$1,918	1,918	\$0	\$1,918
Code Enforcement	BUILDING	\$281,266	19.75	2	\$301,512	\$281,766	285,729	\$-137,310	\$148,419
Social Equity	BUDGET & HUMAN RESOURCES	\$160,000	19.50	2	\$168,395	\$168,395	169,412	\$0	\$169,412
Abatement Fund	BUILDING	\$48,688	19.00	2	\$48,688	\$48,688	48,688	\$0	\$48,688
Permitting / Current Planning	PLANNING	\$179,934	18.75	2	\$179,934	\$180,009	182,742	\$-60,378	\$122,365
Plan/Application Review	BUILDING, PLANNING & ENGINEERING	\$825,076	17.25	3	\$825,076	\$826,294	838,345	\$-726,510	\$111,835
Special Service Contracts	BUDGET, DEBT & GRANTS	\$540,000	17.00	3	\$540,000	\$540,000	540,000	\$0	\$540,000
Safety and Security	EMERGENCY MANAGEMENT	\$43,000	17.00	3	\$87,685	\$43,000	43,000	\$0	\$43,000
Mental Health	BUDGET, DEBT & GRANTS	\$60,000	17.00	3	\$60,000	\$60,000	60,000	\$0	\$60,000
Urban Trails and Walkability	ECONOMY	\$123,146	16.00	3	\$175,359	\$175,359	178,110	\$0	\$178,110
Youth Services Officer	POLICE	\$228,077	16.00	3	\$255,110	\$228,077	231,586	\$0	\$231,586
Long Range Planning	PLANNING	\$242,205	15.75	3	\$242,205	\$242,205	244,625	\$0	\$244,625
DARE/Drug Education	POLICE	\$32,463	15.25	3	\$32,463	\$32,463	32,920	\$0	\$32,920
Arts & Culture	ARTS & CULTURE/BUDGET	\$589,542	14.25	4	\$569,315	\$569,315	574,291	\$0	\$574,291
Graffiti Removal	STREET MAINTENANCE	\$36,460	14.25	4	\$39,263	\$39,263	39,343	\$0	\$39,343
Trails (Backcountry)	ECONOMY	\$51,007	14.00	4	\$81,007	\$51,007	51,432	\$0	\$51,432
Historic District Design Review	PLANNING	\$221,225	14.00	4	\$221,225	\$221,225	224,229	\$0	\$224,229
Public Art	ECONOMY	\$7,000	14.00	4	\$7,000	\$7,000	7,000	\$0	\$7,000
McPolin Farm	MCPOLIN BARN	\$45,374	13.50	4	\$45,374	\$45,374	45,795	\$0	\$45,795
Flowers/Holiday Lighting/Beautification	PARKS & FIELDS	\$397,777	13.00	4	\$416,970	\$392,128	396,239	\$0	\$396,239
Code Amendments	PLANNING	\$215,359	13.00	4	\$215,359	\$214,249	217,610	\$0	\$217,610
Special Planning Projects - Inter- Dept	PLANNING	\$53,646	12.75	4	\$53,646	\$53,646	54,436	\$0	\$54,436
Historical Incentive Grant	PLANNING	\$207,136	10.00	4	\$127,136	\$127,136	127,136	\$0	\$127,136
Childcare	CITY RECREATION & TENNIS	\$15,607	8.75	4	\$15,607	\$15,607	16,244	\$-23,400	\$-7,156

Engaged & Effective Government & Citizenry									
Program	Departments	BASE FY 2019	SCORE FY 2020	QUARTILE FY 2020	DEPT REQ FY 2020	RT REC FY 2020	CC REC FY 2020	REV FY 2020	TOT REC COST FY 2020
Storm Water Utility	STORM WATER OPERATIONS	\$1,066,137	28.50	1	\$1,124,799	\$1,072,117	1,081,870	\$0	\$1,081,870
Prosecution	CITY ATTORNEY'S OFFICE	\$230,790	25.25	1	\$234,540	\$233,290	236,538	\$-60,146	\$176,392
Elections	EXECUTIVE	\$10,613	25.00	1	\$23,113	\$23,113	23,269	\$0	\$23,269
Accounting/Audit/Treasury	FINANCE	\$421,150	23.50	1	\$388,775	\$353,507	358,251	\$-116,838	\$241,413
City Recorder	EXECUTIVE	\$143,192	23.50	1	\$143,397	\$143,397	145,546	\$-14,294	\$131,252
Street Lights & Signs	STREET MAINTENANCE	\$345,570	23.25	1	\$351,435	\$351,772	353,315	\$0	\$353,315
Budget Preparation, Coordination, and Monitoring	BUDGET & FINANCE	\$172,508	22.50	1	\$177,543	\$164,838	166,737	\$-45,702	\$121,035
Website	INFORMATION TECHNOLOGY (IT)	\$120,515	22.50	1	\$120,515	\$120,515	121,907	\$-18,381	\$103,526
Debt Management	BUDGET, DEBT & GRANTS	\$43,618	22.25	1	\$49,237	\$35,541	36,135	\$-13,198	\$22,937
Clean-up and Storm Drain	STREET MAINTENANCE	\$256,031	22.00	1	\$259,030	\$259,367	260,952	\$0	\$260,952
Community Outreach and Citizen Engagement	5 CITY DEPARTMENTS	\$775,584	21.50	1	\$909,381	\$926,469	922,645	\$-145,837	\$776,807
Business Licenses	FINANCE	\$134,764	21.50	1	\$112,232	\$112,232	113,705	\$-86,890	\$26,814
Financial Services	FINANCE	\$318,883	21.00	2	\$349,456	\$349,456	354,472	\$-169,926	\$184,546
Engineering Project Management	ENGINEERING	\$355,030	20.75	2	\$356,249	\$356,249	361,345	\$-60,149	\$301,196
Capital Budgeting	BUDGET, DEBT & GRANTS	\$51,425	20.75	2	\$52,786	\$39,090	39,739	\$-23,379	\$16,360
Winter Snow Operations	STREET MAINTENANCE	\$1,353,996	20.25	2	\$1,529,840	\$1,462,138	1,474,622	\$0	\$1,474,622
Revenue/Resource Management	BUDGET, DEBT & GRANTS	\$28,952	20.25	2	\$149,750	\$20,741	21,049	\$-9,005	\$12,044
Fleet Management & Maintenance	FLEET SERVICES DEPT	\$2,554,236	20.00	2	\$2,601,901	\$2,498,830	2,513,522	\$0	\$2,513,522
General Legal Support	CITY ATTORNEY'S OFFICE	\$108,152	19.75	2	\$115,652	\$113,152	114,267	\$-16,403	\$97,865
Local, State, and Federal Compliance	HUMAN RESOURCES	\$151,743	19.75	2	\$151,743	\$151,743	153,864	\$-59,922	\$93,942
Litigation	CITY ATTORNEY'S OFFICE	\$96,255	19.75	2	\$100,005	\$98,755	100,283	\$-71,789	\$28,494
Council & Board Support	EXECUTIVE & LEGAL	\$408,908	19.50	2	\$454,055	\$450,305	445,313	\$-36,092	\$409,221
Policy Creation & Implementation	CITY COUNCIL; EXECUTIVE; & ENVIRONMENTAL SUSTAINABILITY	\$396,095	19.50	2	\$436,095	\$547,683	437,344	\$-19,748	\$417,596
Network Support	INFORMATION TECHNOLOGY (IT)	\$257,610	19.25	2	\$269,257	\$257,610	260,710	\$-55,953	\$204,757
Street & Sidewalk Maintenance	STREET MAINTENANCE	\$530,227	19.00	2	\$530,227	\$527,787	531,219	\$0	\$531,219
Risk Management	EXECUTIVE & LEGAL	\$1,304,282	19.00	2	\$1,304,282	\$1,304,282	1,305,073	\$-1,041,733	\$263,339
Parks & Sidewalk Snow Removal	PARKS & FIELDS	\$424,572	18.75	2	\$472,913	\$530,488	536,622	\$0	\$536,622
Benefit Design/Administration	HUMAN RESOURCES	\$77,031	18.75	2	\$77,031	\$77,031	78,053	\$-31,191	\$46,862
Employment Review	CITY ATTORNEY'S OFFICE	\$64,200	18.75	2	\$67,950	\$66,700	67,711	\$-26,044	\$41,667

Janitorial Services	BUILDING MAINTENANCE	\$508,983	18.75	2	\$565,772	\$552,772	555,281	\$0	\$555,281
Circulation Services	LIBRARY	\$336,029	18.50	2	\$336,029	\$336,029	340,924	\$-5,400	\$335,524
Staff Support	EXECUTIVE	\$196,249	18.50	2	\$196,542	\$207,792	199,469	\$-76,388	\$123,081
Technical Services	LIBRARY	\$342,532	18.50	2	\$342,532	\$342,532	347,549	\$-3,600	\$343,949
Community Support	POLICE	\$869,420	18.25	2	\$1,005,306	\$920,471	934,314	\$-14,400	\$919,914
IT Utilities	INFORMATION TECHNOLOGY (IT)	\$141,938	18.00	2	\$141,938	\$141,938	142,831	\$-27,000	\$115,831
Building Repairs and Maintenance	BUILDING MAINTENANCE	\$528,676	17.75	2	\$591,207	\$597,207	603,031	\$-79,120	\$523,911
Emergency Communications	COMMUNITY ENGAGEMENT	\$79,610	17.75	2	\$79,610	\$79,610	80,890	\$-9,088	\$71,801
Systems Support	INFORMATION TECHNOLOGY (IT)	\$288,303	17.25	3	\$372,603	\$372,603	375,772	\$-61,536	\$314,237
Records Management	IT & POLICE	\$79,076	17.00	3	\$79,076	\$79,076	79,886	\$0	\$79,886
Reciprocal Borrowing	LIBRARY	\$19,478	17.00	3	\$19,478	\$19,478	19,672	\$0	\$19,672
Contracts/Grants	CITY ATTORNEY'S OFFICE	\$81,158	16.75	3	\$92,408	\$88,658	89,945	\$-26,288	\$63,658
Strategic Planning	BUDGET, DEBT & GRANTS	\$30,066	16.50	3	\$32,114	\$32,114	32,666	\$0	\$32,666
Adult Services	LIBRARY	\$271,583	16.50	3	\$271,583	\$271,583	273,930	\$-5,400	\$268,530
Software Maintenance/Upgrades	INFORMATION TECHNOLOGY (IT)	\$330,745	16.50	3	\$336,569	\$330,745	331,531	\$-48,079	\$283,452
Grant Administration	BUDGET, DEBT & GRANTS	\$15,784	16.25	3	\$11,320	\$6,754	6,842	\$-3,992	\$2,850
Legislative Liaison	EXECUTIVE	\$110,911	15.50	3	\$110,970	\$130,470	112,297	\$-9,136	\$103,161
Customer Engagement	ICE FACILITY		15.00	3				\$0	
Utilities	BUILDING MAINTENANCE	\$221,640	15.00	3	\$223,639	\$223,639	223,884	\$0	\$223,884
Planning Customer Service	PLANNING	\$157,591	15.00	3	\$157,591	\$157,591	159,936	\$-29,600	\$130,336
Community Engagement	LIBRARY	\$184,278	15.00	3	\$184,278	\$184,278	186,610	\$-15,000	\$171,610
GIS	INFORMATION TECHNOLOGY (IT)	\$118,921	14.75	4	\$172,621	\$118,921	120,208	\$-34,987	\$85,221
Swede Alley Parking Structure	PUBLIC WORKS ADMINISTRATION	\$48,525	14.25	4	\$45,850	\$50,850	45,850	\$0	\$45,850
Dental Self-Funding	DENTAL SELF-FUNDING	\$280,000	14.00	4	\$336,560	\$561,560	336,560	\$-76,942	\$259,618
Analysis Resource	BUDGET, DEBT & GRANTS	\$57,225	13.75	4	\$59,468	\$54,903	55,754	\$-18,667	\$37,088
Golf Maintenance	GOLF MAINTENANCE & PARKS	\$837,057	13.75	4	\$866,630	\$851,807	859,184	\$0	\$859,184
Performance Measures and Benchmarking	BUDGET, DEBT & GRANTS	\$76,419	13.50	4	\$77,647	\$77,647	78,838	\$-26,656	\$52,182
Support/Help Desk	INFORMATION TECH (IT)	\$422,188	13.50	4	\$526,939	\$422,188	428,204	\$-39,252	\$388,953
Cemetery	PARKS & CEMETERY AND CITY REC	\$140,922	12.75	4	\$141,089	\$131,865	134,254	\$-130,000	\$4,254
Valued & Engaged Staff	ICE FACILITY	\$2,350	12.25	4	\$2,350	\$2,350	2,350	\$0	\$2,350
LEAD	EXECUTIVE & HUMAN RESOURCES	\$50,000	12.00	4	\$50,000	\$40,000	40,000	\$0	\$40,000
Pay Plan Design/Administration	HUMAN RESOURCES	\$87,413	11.75	4	\$87,413	\$87,413	88,622	\$-34,817	\$53,805
Valuing Employees	HUMAN RESOURCES	\$229,834	11.75	4	\$229,834	\$229,555	152,836	\$-86,135	\$66,701
Recruitment	HUMAN RESOURCES	\$94,328	11.75	4	\$94,328	\$94,328	95,419	\$-46,390	\$49,028
Trash Clean-Up	PARKS & FIELDS	\$174,496	11.50	4	\$174,663	\$166,173	168,221	\$0	\$168,221
Leadership Park City	ENVIRONMENTAL	\$171,473	11.50	4	\$178,525	\$178,525	179,352	\$-6,000	\$173,352

	SUSTAINABILITY								
Performance Management	HUMAN RESOURCES	\$98,187	10.75		\$98,187	\$98,187	99,297	\$-39,680	\$59,617
Short-Term Citywide Personnel	HUMAN RESOURCES	\$49,202	6.50		\$62,992	\$62,992	63,757	\$-26,117	\$37,640

Transportation, Public Works, and Public Utilities Personnel Changes

The Problem

- In 2018 a reorganization of the Transit structure was performed to increase supervisory support of drivers and a team management structure. Over the last year there have been some successes and also some issues in regards to the success of this structure. In order to ensure both the near-term and long-term success of the Transit system and overall Transportation program it is imperative that a comprehensive interdisciplinary Transportation team be established.
- Evaluation by consultant Jerry Benson further examined the needs of the department and better integrate other modes of transportation including transportation planning and policy. Now and in the future greater specialization and focus on administrative and planning activities as well as long-range strategic planning will be vital to the success of the growing system.
- Streamlining management of the system will also allow for improved internal and external communication and resulting in more efficient and productive operations and establish the role clarity many are seeking in Transit, Parking, and Transportation Planning.

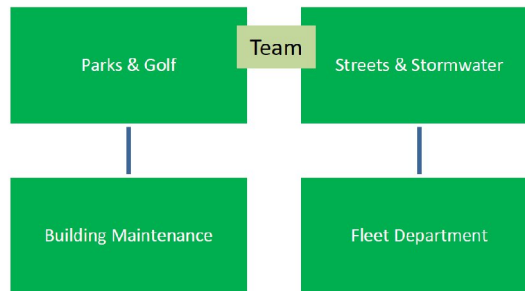
Proposed Personnel Changes

Currently, there is one large City division which has been under the Public Works & Transit Director which includes Transit Operations, Parking, Fleet, Parks, Golf Maintenance, and Building Maintenance. Considerable service variability and flexibility is required to meet the peak demands associated with ski and event season also create significant challenges in regards to human resources and available equipment. Due to this and the growing size and structure of Transit, it has become necessary to split Transit and Parking from the rest of these departments. There is too much workload for one manager to successfully oversee all that is needed by the system. Thus it is recommended to create two new divisions: Public Works and Transportation

- Public Works: Transportation Planning will move to be combined with the newly separated Transit and Parking departments into one Transportation Division. A new director over these functions will oversee all aspects of transportation issues and initiatives, to include capital infrastructure projects, active transportation, transportation demand management, land use decisions, as well as the Transit and Parking programs.
 - o Includes the elimination of the Transportation Planning Manager, Transit Business Operations, Transit Quality Manager and Transit Operations Manager. New positions will include Transportation Director, Transit Manager, Assistant Transit Manager as well as specialized positions related to Grants and Contracts, Americans With Disabilities Act service, Safety and Training, Customer Service, Service Planning, and Intelligent Transportation Systems as shown in the attached organizational chart.

Transportation			
Current Position	New Position	Department(s)	Variance
Transit & Public Works Director	Transportation Director	Transit/TrnsPlan/Parking	\$97,533
Transportation Planning Manager		Trans Planning	-\$179,019
Transit Admin Manager	Transit Manager	Transit	\$38,838
Transit Quality Manager	Ast Mgr - Transit Ops	Transit	\$13,797
	HR Transit Manager	Transit	\$84,580
Parking & Fleet Manager	Parking Manager	Parking	-\$8,108
Business Operations Manager	Senior Budget Analyst	Transit	-\$80,330
	Grants & Contract Admin	Transit	\$101,836
Associate Transportation Planner	Senior Trans Planner	Trans Planning	\$24,177
IT Coordinator II	ITS Program Manager	Transit	\$12,264
Shift Supervisor	Safety & Training Admin	Transit	\$0
Bus Driver IV	Transit Service Planner	Transit	\$8,520
Marketing Coordinator	Trans Com Outreach	Parking/Transit	\$6,379
Parking Data Analyst	Mobility Data Analyst	Parking/Transit	\$0
	Parking Maint Coordinator	Parking	\$91,036
Analyst I	Analyst I	Transit	-\$12,344
Office Assistant III	Analyst I	Parking/Transit	\$3,693
Office Assistant III	Analyst I	Transit	\$3,693
Executive Ast	Executive Ast	Transit	\$50,137
Parking Officer (Part-time)	Parking Officer (Part-time)	Parking	-\$55,535
		Total	\$201,147

- **Public Works:** Streets will move from Public Utilities to be combined with the newly divided Parks, Golf Maintenance, Fleet and Building Maintenance division to be called **Public Works**. The Public Utilities Director Clint McAfee currently oversees the Streets and Stormwater departments.
 - Involves the elimination of the Parks & Golf Manager, and the Streets and Streetscapes Manager. Creation of two new Public Works Managers in a team framework. These positions will each oversee a group of departments in Public Works.
 - Group 1 – Parks, Golf Maintenance & Building Maintenance
 - Group 2 – Streets, Stormwater (some functions remain in Public Utilities) and Fleet.



Public Works			
Current Position	New Position	Department(s)	Variance
Public Utilities Director	Public Utilities Director	Streets	-\$20,049
Transit & Public Works Director	Transportation Director	Parks/Fleet	-\$97,533
Streets & Streetscapes Manager	Public Works Manager	Streets	\$15,196
Parks & Golf Manager	Public Works Manager	Parks/Golf Maint	\$25,855
Fleet Operations Team Leader	Fleet Supervisor	Fleet	\$6,088
Fleet Operations Team Leader	Fleet Supervisor	Fleet	\$6,088
Analyst III	Analyst III	Streets	-\$27,892
	Analyst II	Streets/Parks/Fleet/Bldg Maint	\$85,354
Analyst I	Analyst I	Streets/Parks/Fleet/Bldg Maint	\$22,374
Executive Ast	Executive Ast	Parks/Fleet	-\$50,137
Executive Ast	Executive Ast	Streets	-\$10,027
		Total	-\$44,683

Public Utilities			
Current Position	New Position	Department(s)	Variance
Public Utilities Director	Public Utilities Director	Water/Storm	\$27,701
Streets & Streetscapes Manager	Public Works Manager	Storm Water	\$6,512
Analyst III	Analyst III	Water/Storm	\$27,892
Analyst I	Analyst I	Water	-\$10,030
Executive Ast	Executive Ast	Water/Storm	\$10,027
		Total	\$62,102

PARK CITY FEE SCHEDULE – Amended ~~November 29, 2018~~ May 30, 2019

TABLE OF CONTENTS

<u>Section 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES</u>	3
1.1 Planning Fees	
1.2 Building Fees	
1.3 Engineering Fees	
1.4 Administrative Code Enforcement (ACE) Fees	
<u>Section 2. UTILITY FEES</u>	9
2.1 Water Impact Fees	
2.2 Water Metered Services Fee Schedule	
2.3 Water Violation Penalties	
2.4 Water Service Reinstatement Fee	
2.5 Water Meter Testing Fee	
2.6 Water Labor Rate	
2.7 Water Parts & Supplies Rate	
2.8 Fire Hydrant Meter Deposit Fee	
2.9 Renter Deposit	
2.10 Non-Mailed Shut-Off Notice Fee	
2.11 Improper Water Shut-Off or Turn-On	
2.12 Storm water Fee	
<u>SECTION 3. SPECIAL MEETINGS FEES</u>	15
3.1 Special Council Meeting	
3.2 Type 2 CSL Special Meeting	
<u>SECTION 4. BUSINESS LICENSING</u>	15
4.1 Business Licenses	
4.2 Convention Sales and Hospitality Licenses	
4.3 Beer and Liquor Licensing Fee	
4.4 Solicitors Licensing Fee	
4.5 Outdoor Sales	
<u>SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES</u>	17
5.1 Alarm Monitoring Fees	
5.2 Direct Access Alarms	
5.3 Dispatching Fee	
5.4 Vehicle Impound Fee	
5.5 Contract Law Enforcement Services	
<u>SECTION 6. GRAMA (Government Records Access and Management Act) FEES</u>	18
6.1 Copies	
6.2 Copies from outside copiers	
6.3 Copies retrieved from Utah State Archives or other storage facility	
6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2008)	
6.5 Fee Waiver for Public Benefit	
<u>SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES</u>	19
7.1 Fines for meter violations	
7.2 Fines for mobility disabled space violations	
7.3 Fines for special event parking violations	
7.4 Fines for time limit parking violations	
7.5 Fines for all other parking violations	
7.6 Parking Permits	

7.7	Special Event Parking	
7.8	Tow and Storage Fees	
7.9	Immobilization Fee	
7.10	Fees for Special Use of Public Parking	
7.11	Garage and Surface Lot Parking Rates	
7.12	Meter rates	
7.15	Meter payment by cell phone	
SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES.....		23
8.1	Purpose and Philosophy	
8.2	Cost Recovery	
8.3	Establishing User Fees	
8.4	Recreation Center	
8.5	Golf Fees	
8.6	Library Fees	
8.7	Cemetery Fees	
8.8	Park Pavilion Rental Fees	
8.9	Miners Hospital Community Center Fees	
8.10	Park City Library Room Rental Rates	
SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.....		32
9.1	Establishing User Fees/Field Fees/Ice Arena Admission Fees	
9.2	Recreation Program Fees	
9.3	Fee Increases	
9.4	Discounting Fees	
9.5	Fee Waivers	
9.6	Establishing Fields User Fees	
SECTION 10. MISCELLANEOUS FEES.....		36
10.1	Fee for in lieu of providing public parking	
10.2	Returned Check Charge:	
10.3	News Rack Application and Permit	
10.4	Bleachers	
10.5	Banner Installation	
10.6	Parks Clean Up, Labor and Equipment	
10.7	Public Safety	
10.9	Parking Reservation Fees (Parking Department)	
10.10	Barricades (cost per barricade)	
10.11	Dumpsters	
10.12	Streets Equipment and Materials Equipment	
10.13	Materials	
10.14	Personnel	
10.15	Special Event Application Fee (Processing and Analysis)	
10.16	Public Parking Lot Use Rates for approved Events	
10.17	Trail Use Fees	
10.18	Credit Card Transaction Fees	

SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision *

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

Condominium

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

1.1.2 Master Planned Development (MPD) Process *

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

1.1.3 Conditional Use Permit (CUP) *

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

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
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1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
New residential construction >=1000 sf	\$750.00 per application
Commercial review	\$200.00 per unit equivalent for the first 10 units \$15.00/ue after

Non-Historic District/Site

New Residential - SF/Duplex	\$200.00 per application
Multi-Family/Commercial	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
Residential Additions	\$100.00 per application
Commercial Additions	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after

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

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

1.2 BUILDING FEES

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

Total Valuation	Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)
\$1.00 and up	1% of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

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

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

1.2.4 Mechanical Permit Plus 1% State Surcharge

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

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

1.2.5 Electrical Permit

See fee table below.

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

1.2.6 Plumbing Permit

See fee table below.

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

1.2.7 International Fire Code Fee Issuance Fee \$20.00

In Addition:

Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00

Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00
Liquefied Petroleum Gases (heaters and devices) each additional unit	\$11.00
Liquefied Petroleum Gases on an active construction site (125+ gal)	\$130.00
Places of Assembly	\$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

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

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

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

1.2.9 Soil Sample Fee \$100.00

1.2.10 Demolition Permit Fee

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

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

1.2.11 Flatwork Permit

Total valuation.

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

1.2.12 Other Inspections and Fees

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

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

** Actual Cost includes administrative and overhead costs.

1.3 **ENGINEERING FEES**

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

1.3.2 Permit to Work in Public Right-of-Way

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

1.4 **ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES**

1.4.1 Civil Fee Schedule

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

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

SECTION 2. UTILITY FEES

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

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 20189).

2.2.1.1 Single Family Residential

Meter Size	Base Rate	Meter Price
3/4"	\$49.08 50.55	\$778.58 801.94
1 "	\$66.25 68.24	\$894.84 921.69
1.5"	\$78.57 80.93	\$1,273.08 1,311.27

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	Base Rate	Meter Price
3/4"	\$63.81 65.52	\$778.58 801.94
1"	\$107.95 111.19	\$894.84 921.69
1.5"	\$230.61 237.53	\$1,273.08 1,311.27
2 "	\$480.92 495.35	\$2,251.83 2,319.38
3"	\$1,251.60 1,289.15	\$2,663.83 2,743.85
4"	\$2,272.18 2,340.35	\$4,642.00 4,781.26
6"	\$4,283.15 4,411.64	\$7,222.03 7,438.69
8"	\$7,375.96 7,597.24	\$10,847.02 11,172.43

2.2.1.3 Irrigation

Meter Size	Base Rate	Meter Price
3/4"	\$84.25 95.20	\$778.58 801.94
1"	\$142.57 161.10	\$894.84 921.69
1.5"	\$304.55 344.14	\$1,273.08 1,311.27
2"	\$635.11 717.67	\$2,251.83 2,319.38
3"	\$1,652.73 1,867.58	\$2,663.93 2,743.85
4"	\$3,000.74 3,390.84	\$4,642.00 4,781.26
6"	\$5,656.52 6,391.87	\$7,222.03 7,438.69

2.2.1.4 Construction Base Rate: ~~\$285.21~~ \$293.77

2.2.1.5 Indigent Base Rate: ~~\$4.19~~ \$4.32

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

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$6.12 6.30	\$9.81 10.10	\$10.31 10.62	\$13.37 13.76	\$15.93 16.41	\$27.84 28.68
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$7.24 7.46	\$9.81 10.10	\$15.93 16.41	\$25.77 25.77
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
Price per 1,000 gallons	\$8.59 8.85	\$13.31 13.71
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
Price per 1,000 gallons	\$9.81 10.10	\$15.93 16.41
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000
2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction ~~\$11.53~~ 11.88 per 1,000 gallons

2.2.2.6 Indigent

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

2.2.2.7 Contract Rules

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

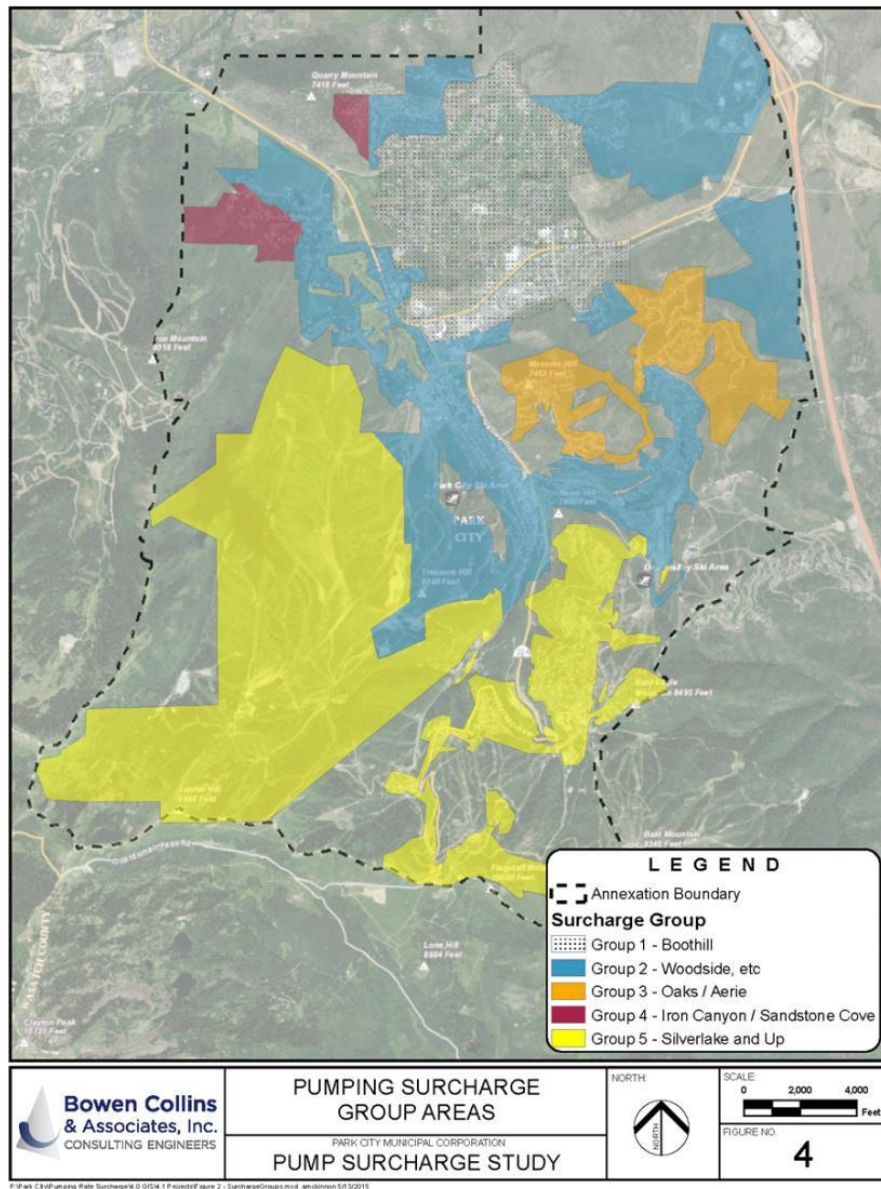
2.2.3 Energy Surcharge (For all water billed on or after July 1, 2018⁸⁹). All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number.

Conflicts between the map and the table will be resolved by reference to the table.

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



2.2.3.2 Energy Surcharge

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

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

2.3 WATER VIOLATION PENALTIES

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

2.4 WATER SERVICE REINSTATEMENT FEE ~~\$100.00~~

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

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

2.5 WATER METER TESTING FEE ~~\$100.00~~ \$500.00 per test

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

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

2.8 FIRE HYDRANT METER DEPOSIT FEE

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

2.9 RENTER DEPOSIT \$50.00

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

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

2.12 STORMWATER FEE

2.12.1 An Equivalent Surface Unit or ESU ~~\$6.10~~ 6.28

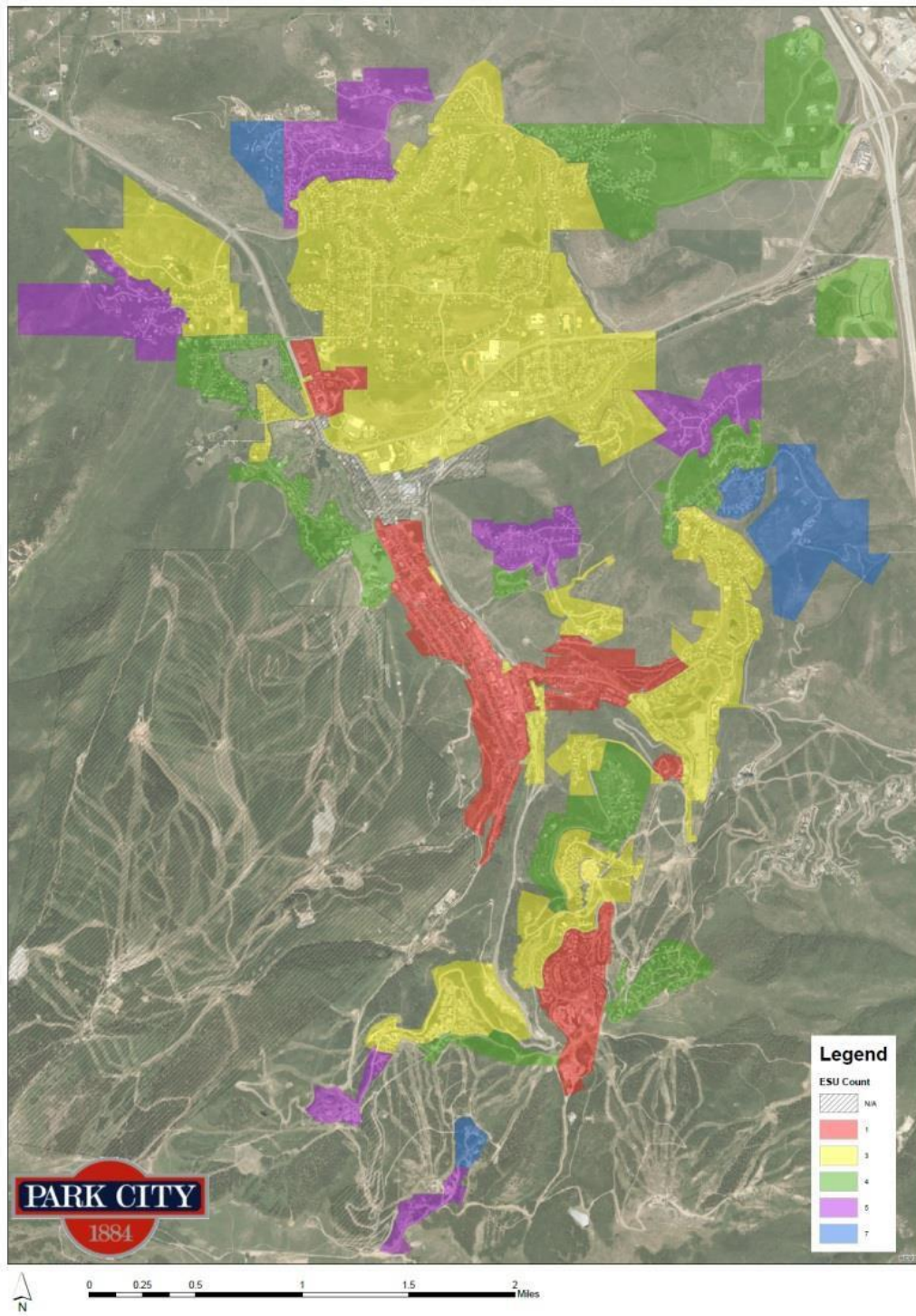
2.12.1.1 Green Infrastructure Reduction

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

2.12.2 Single Family Residential Initial Assignment

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

Park City Stormwater Utility Map



2.12.3 Multi-Family Residential Initial Assignment

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

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

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

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

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1- 4.5.

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

Transit Service Enhancement Fee			Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
Rate		Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$149.00 \$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License
Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$75.00 \$74.00	\$75.00 \$74.00	License

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

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

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

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

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

5.2 Direct Access Alarms

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

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

5.3 Dispatching Fee

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

5.4 Vehicle Impound Fee

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

5.5 Contract Law Enforcement Services

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

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

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

6.1 Copies. Copies made at a city facility: \$.10 per page. Double-sided copies shall be charged as two pages.

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

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

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

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

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

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

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

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

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

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

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

7.1 Fines for meter violations are as follows:

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

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

Effective ~~July 1, 2019~~ ~~December 15, 2017~~

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

~~\$70.00~~ ~~\$38.00~~ after 14 days;

~~\$107.00~~ ~~\$41.00~~ after 30 days;

~~\$143.00~~ ~~\$43.00~~ after 60 days

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

Effective ~~July 1, 2019~~ ~~December 15, 2017~~

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

~~\$105.00~~ ~~\$77.00~~ after 14 days;

~~\$139.00~~ ~~\$84.00~~ after 30 days;

~~\$173.00~~ ~~\$88.00~~ after 60 days

7.2 Fines for mobility disabled space violations are as follows:

Effective ~~July 1, 2019~~ ~~December 15, 2017~~

\$270.00 from the date of violation until fourteen (14) days following the violation, escalating to:

~~\$305.00~~ ~~\$297.00~~ after 14 days;

~~\$338.00~~ ~~\$326.00~~ after 30 days;

~~\$373.00~~ ~~\$344.00~~ after 60 days

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

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

~~\$170.00~~ ~~\$165.00~~ after 14 days;

~~\$190.00~~ ~~\$181.00~~ after 30 days;

~~\$210.00~~ ~~\$189.00~~ after 60 days

B. Fines for all other special event parking violations.

Effective December 15, 2017

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

\$145.00 after 14 days;

\$145.00 after 30 days;

\$145.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows:

Effective July 1, 2019 ~~December 15, 2017~~

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

~~\$87.00~~ \$38.00 after 14 days;

~~\$122.00~~ \$41.00 after 30 days;

~~\$157.00~~ \$43.00 after 60 days

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

Effective July 1, 2019 ~~December 15, 2017~~

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

~~\$87.00~~ \$38.00 after 14 days;

~~\$122.00~~ \$41.00 after 30 days;

~~\$157.00~~ \$43.00 after 60 days

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

Effective July 1, 2019 ~~December 15, 2017~~

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

~~\$105.00~~ \$77.00 after 14 days;

~~\$139.00~~ \$84.00 after 30 days;

~~\$173.00~~ \$88.00 after 60 days

7.5 Fines for all other parking violations are as follows:

Effective July 1, 2019 ~~December 15, 2017~~

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

~~\$66.00~~ \$44.00 after 14 days;

~~\$92.00~~ \$48.00 after 30 days;

~~\$116.00~~ \$50.00 after 60 days

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

Effective July 1, 2019 ~~December 15, 2017~~

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

~~\$92.00~~ \$72.00 after 14 days;

~~\$116.00~~ \$79.00 after 30 days;

~~\$141.00~~ \$82.00 after 60 days

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

Effective ~~July 1, 2019~~ ~~December 15, 2017~~

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

~~\$92.00~~ ~~\$72.00~~ after 14 days;

~~\$116.00~~ ~~\$79.00~~ after 30 days;

~~\$141.00~~ ~~\$82.00~~ after 60 days

7.6 Parking Permits.

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

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

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

7.9 Immobilization Fee \$35.00

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

Main Street, Heber Avenue, Park Avenue (Heber to 9 th St):	Daily rate of \$16.00 per space
Swede Alley:	Daily rate of \$12.00 per space
Sandridge, South City Park, Residential Permit Zones:	Monthly rate of \$20.00 per space
a. Up to two spaces for vehicle parking with approved and active building permit	\$0.00
b. Vehicle Permits	\$20.00 per space per month
c. Dumpster or Equipment Permit	\$50.00 per space per month
Pay station removal for construction:	\$1,000.00
Application Fee:	\$20.00

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

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

Peak Season, December through April 15 and June through September

China Bridge:

11:00 a.m.-5:00 p.m. – FREE, no hourly max

5:00 p.m.-Midnight – 1st hour FREE

\$3.00/hour after, no hourly max

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

Swede Alley, Flag Pole, & Bob Wells Plaza:

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

North Marsac:

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

Sandridge:

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

South Marsac:

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

West Heber, between Main Street and Park Avenue:

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

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

Park Avenue:

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

East Heber, between Main Street and Swede Alley:

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

Gateway top level:

FREE for Main Street permit holders

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

China Bridge:

11:00 a.m.-5:00 p.m. – FREE-No hourly max
5:00 p.m.-Midnight – 1st hour FREE
\$1.00/hour after free first hour, no hourly max
Hourly rate may be modified, and may not exceed \$3.00/hour
Lost ticket fee will equal the maximum daily fee

Swede Alley, Flag Pole, & Bob Wells Plaza:

AM – FREE, 4 hour max
11:00 a.m.-5:00 p.m. – \$1.50/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

5:00 p.m.-Midnight – \$1.50/hour, 4 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

Sandridge/North Marsac:

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

7.12 Meter rates are as follows:

Effective December 15, 2017

Peak Season

AM – FREE, no hourly max
11:00 a.m.-5:00 p.m. – \$2.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$3.00/hour

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

Non-Peak Season

AM – FREE, no hourly max
11:00 a.m.-5:00 p.m. – \$1.00/hour, 3 hour max
Hourly rate may be modified, and may not exceed \$1.50/hour

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

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

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

7.13 Meter payment by cell phone:

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

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

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

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use

of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

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

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

Increases in program participation.

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

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

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

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

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

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

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be

required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

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

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

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

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

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

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

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

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

Tennis & Pickleball Court Charges

	<u>Hourly Court Fees</u>	
	Indoor	Outdoor
Resident rate	\$28.00 32.00	\$12.00
Visitor rate	\$40.00 44.00	\$16.00

Pickleball Outdoor Court Time Passes

1 month	\$65.00
3 month	\$180.00

Other Tennis & Pickleball Fees

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

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

Daily Drop In

	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$5.00 6.00
Adult	\$8.00	\$12.00 15.00
Senior 70+ & Military	\$6.00	\$7.00 8.00
Fitness Classes	\$10.00	\$15.00 18.00
Senior/Military Fitness Classes	\$8.00	\$9.00 10.00

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

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$43.00 45	\$22	\$65.00 67
3 Month	\$120.00 125	\$60	\$180.00 185
6 Month	\$222.00 232	\$108	\$330.00 340
12 Month	\$408.00 433	\$192	\$600.00 625

Senior 70+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$38.00 40	\$22.00	\$60.00 62
3 Month	\$107.00 112	\$60.00	\$167.00 172
6 Month	\$196.00 205	\$108.00	\$304.00 313
12 Month	\$358.00 375	\$192.00	\$550.00 567

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$77.00 82	\$38.00	\$115.00 120
3 Month	\$231.00 242	\$108.00	\$339.00 350
6 Month	\$372.00 393	\$182.00	\$554.00 575
12 Month	\$681.00 725	\$325.00	\$1,006 1,050

Senior 70+ & Military Couple Rate

Term	Facility Rate	Class Add-On	Total
1 Month	\$70.00	\$38.00	\$108.00
3 Month	\$210.00	\$108.00	\$318.00
6 Month	\$335.00	\$182.00	\$517.00
12 Month	\$613.00	\$325.00	\$938.00

PC MARC Tennis Passes

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

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

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

Visitor 10 Punch Card	\$100.00
† 1 Month Visitor Pass	\$100.00
Child Care Per Hr.	\$4.00
Personal Training Daily Fee	\$25 per session
Personal Training Monthly Fee	\$400 per month
Personal Training Annual Fee	\$4,000 per year
Personal Training 1 Hour	\$50.00
Personal Training Punch Card (12 visits)	\$500.00
Couple Personal Training Punch Card (12 visits)	\$699.00
Birthday Party	\$150.00
Party Room per hour	\$50.00

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

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

Resident Season Pass	\$1050.00 \$1110.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$300.00 \$350.00
Non-Resident Sr. Punch Pass	\$390.00
Corporate Pass	\$3,000.00
Resident 18 Hole	\$36.00 \$39.00
Resident 18 Hole with Cart	\$51.00 \$54.00
Utah Resident 18 Hole	\$46.00 \$48.00
Utah Resident 18 Hole with Cart	\$61.00 \$63.00
Non-Resident 18 Hole	\$52.00 \$55.00
Non-Resident 18 Hole with Cart	\$67.00 \$70.00
Resident 9 Hole	\$18.00 \$19.50

Resident 9 Hole with Cart	\$25.50 \$27.00
Utah Resident 9 Hole	\$23.00 \$24.00
Utah Resident 9 Hole with Cart	\$30.50 \$31.50
Non-Resident 9 Hole	\$26.00 \$27.50
Non-Resident 9 Hole with Cart	\$33.50 \$35.00
Resident Off-Season 18 Hole	\$26.00 \$28.00
Non-Resident Off-Season 18 Hole	\$30.00 \$32.00
Small Range Bucket	\$4.00 \$5.00
Large Range Bucket	\$8.00 \$10.00
Rental Clubs for 18 Holes (includes 6 golf balls)	\$35.00 \$50.00
Rental Clubs for 9 Holes (includes 3 golf balls)	\$17.50 \$25.00

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

Non-Resident Card Fees

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

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

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$480.00 \$1,000	\$480.00 \$1,000

Removal of infant for interment outside cemetery	\$360.00	\$360.00
Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

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

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

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 60.00	\$85.00 90
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

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

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

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

Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basemen	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

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

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

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

Notes:

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

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

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

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

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

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

Santy Technology Fees:

Projection Fees: Users have two options for projection.

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

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-

Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

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

Notes:

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

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

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

Field Fees

Additional Restroom Cleaning \$30.00 per clean

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

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

Public Skate – 5 years & under	Free	Free
Public skate – youth & adult	\$6.00	\$10.00
Cheap Skate (includes skate rental)	\$6.00	\$10.00
Group Rates (20+) includes admissions & skates rental	\$6.00	\$10.00
School Rate – includes skate rental	\$6.00	\$10.00
Skate rental	\$4.00	\$4.00
Drop-in hockey - youth	\$8.00	\$12.00
Drop-in hockey - adult	\$10.50	\$14.00
Coached Drop-in Hockey – adult	\$12.50	\$16.00
Coached Drop-in Hockey – youth	\$10.00	\$13.00
Coffee Club Drop-in Hockey	\$5.00	\$5.00

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

Freestyle- 5 & Under, Only in lesson (punch card only) ~~\$5.00~~ \$50.00 ~~\$5.00~~ \$50.00

Freestyle-Youth	\$8.00	\$12.00
Freestyle-Adult	\$10.50	\$14.00

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

Off-Ice Programming:		
Strength & Conditioning, Ballet, Skate Treadmill	\$11.50	\$14.00
Visiting Coach Fee	\$16.00	\$16.00

Curling Instructor Fee \$50/per hour/per instructor

10 Session Punch Cards

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

Annual Passes

Platinum (Freestyle, Off-Ice, Public Skate, Skate Sharpening)	\$4,500
Single Annual Payment	\$4,750
Semi Annual Payment	\$4,900
Bronze (Public Skate):	
Family (Up to 4 family members)	\$550
Additional Family Member	\$50
Adult	\$260
Youth (6-17 year olds/Senior + 55 65 years)	\$190

Hourly Ice

Tax Exempt User Groups*/Employees	\$200
Local Rate	\$215
Camp	\$290
For-profit	\$325 \$375

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

Room Rental

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

Daily Facility Rental

~~The daily facility rental fee includes the use of the party rooms with the applicable hourly ice rate when eight or more hours of ice are rented in one day.~~

Birthday Parties

Basic Package	\$175
Super Star Birthday Package	\$300
Instructor	\$50/per 30 minutes
Equipment (per hour)	

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

Cleaning Fee

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

Skate Services

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

Hockey Skate Sharpening	\$5.50
Goalie Skate Sharpening	\$6.50
Figure Skate Sharpening	\$7.50
Custom Radius	\$20.00
Figure Skate Sealing	\$30.00
Rivets Replacements	\$2.00 (ea.)
Figure Skate Blade Mounting (per pair)	\$25.00
Skate Fitting (without purchase)	\$20.00

<u>Locker Rental (Annual Fee)</u>	<u>First Floor</u>	<u>Second Floor</u>
Regular Locker	\$180	\$130
Large Locker	\$210	\$160

Gate Fees

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

Vendor Fees

~~The Park City Ice Arena will charge a flat fee of \$50.00/day for any food, beverage or merchandise sold. Vendors are not permitted to sell products that are sold by the Park City Ice Arena.~~

Advertising Fees and Sponsorship Fees

Dasher Board Ads	\$800 \$1,600
In Ice Ads \$25/sq. foot	\$2,000
Speed Skating Pad Pockets	\$150

Wall Banners	\$2,500
Glass Decals	\$400
Program Sponsorship	Varies by program
Information Screen	\$150/month
Scoreboard Screen	\$150/month / \$1,500/year

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

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

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

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

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

- ~~1.~~ a. Offering special promotions designed to increase use.
- ~~2.~~ b. Trying to fill non-prime time.
- ~~3.~~ c. Introducing new programs or activities.
- ~~4.~~ d. Playing conditions are below standard due to weather or facility disrepair.

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

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties and submit an application. ~~Program fees may be reduced up to 75% for a qualifying child. Each child may receive up to \$350 in reduced fees per fiscal year.~~ Program fees may be discounted up to 75% off for students in the Park City School District who qualify for free or reduced lunch. Fees may be discounted for specified youth and adult programs based on an individual's Average Median Income (AMI). Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

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

will be applied to credit card charges over \$5,000.

FULL COMPLEX RATES						
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium SOC	\$500	\$200	\$100	\$50		
PCSC multipurpose	\$375	\$200	\$100	\$50	\$1,600	\$1,000
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50		
PCHS SB	\$375	\$100	\$75	\$50		
PCHS LL	\$375	\$100	\$75	\$50	\$800	\$575
North 40 North	\$375	\$250	\$100	\$50		
North 40 South	\$375	\$250	\$100	\$50		
					\$500	\$350
City Park	\$375	\$250	\$100	\$50	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMIS TMJHS	\$375	\$100	\$75	\$50	\$675 800	\$450 575
Stakeholder Fee						\$200 per team per season youth

Non-exclusive Commercial Use of Outdoor Recreation Facilities

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

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

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

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

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

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

10.13 Materials

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

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

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

10.15 Special Event Application Fee (Processing and Analysis)

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

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

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

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

10.16 Public Parking Lot Use Rates for approved Events:

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

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

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

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

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

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

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

10.18 Credit Card Transaction Fees

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

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Elizabeth Jackson

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Presentation of the 2018 Cindy Matsumoto Historic Preservation Awards to the Historic Glenwood Cemetery for Stewardship of the Site; the Little Belle Ore Bin for Excellence in Restoration; the Jupiter Ore Bin for Excellence in Restoration; and the Alliance Mine Site for Stewardship of the Site
(A) Public Input

Suggested Action:

Attachments:

[Historic Preservation Award Staff Report](#)

City Council Staff Report

Subject: 2018 Cindy Matsumoto Historic Preservation Awards
Author: Liz Jackson, Planner I
Department: Planning Department
Date: 30 May 2019
Type of Item: Award

Summary Recommendation

May is National Historic Preservation Month! Staff recommends that the City Council partner with the Historic Preservation Board (HPB) to present the 2018 Cindy Matsumoto Historic Preservation Award. Anna Moore has been commissioned to create an art piece depicting the Glenwood Cemetery, and this art piece will be displayed in the public spaces of City Hall. Additionally, plaques will be presented to all four preservation award winners — Little Belle Ore Bin, Jupiter Ore Bin, Alliance Mine Site, Glenwood Cemetery.

Executive Summary

May is National Historic Preservation Month! Since 2011, the Park City Historic Preservation Board (HPB) has selected an annual recipient of their Cindy Matsumoto Historic Preservation Award. The HPB commissions an art piece of the award recipient which is displayed in the hallways of the Marsac Building (City Hall). The Planning Department commissioned a mixed media painting by Marianne Cone to depict the Egyptian Theatre. The HPB chose a total of four (4) award winners and these buildings will each receive a plaque to commemorate their historic preservation efforts. This year's winners are:

- [Little Belle Ore Bin](#), Excellence in Restoration.
- [Jupiter Ore Bin](#), Excellence in Restoration.
- [Alliance Mine Site](#), Stewardship of the Site.
- [Glenwood Cemetery](#), Stewardship of the Site.

Planning Director Bruce Erickson is Chairman of the Park City Museum Glenwood Cemetery Committee and Planner Tyler is a member of the Committee.

The Opportunity

Happy Historic Preservation Month! Designated as the month of May, it is our chance to highlight some of our preservation success, think about the historic places that matter to us, and promote historic preservation.

Each year, the Park City Council and HPB partner to honor recipients of our annual Cindy Matsumoto Historic Preservation Award. The partnering of the Park City Council and HPB to unveil the art piece for the 2018 Cindy Matsumoto Historic Preservation Award is an opportunity for these two bodies to express their commitment to historic

preservation. When the award was created in 2011, the HPB had several goals, which included:

- Put the Historic Preservation Board in front of the public
- Communicate the benefits of the 2009 Design Guidelines and provide the community with a visualization of how the Design Guidelines could be successfully translated into specific projects
- Identify potential projects in town that contribute to the historic presence and character of the community
- Create a legacy gallery of one-of-a-kind art pieces to be displayed in the Marsac Building
- Award property owners with a plaque to be presented by the Historic Preservation Board, but allow the art work to be a worthy legacy to leave with the City
- Since 2013, staff has worked with the City Council and Historic Preservation Board to provide an opportunity for the two bodies to jointly unveil the annual award in May, as it is National Historic Preservation Month.

Background

This is the seventh year that the Historic Preservation Board (HPB) has chosen to recognize significant preservation projects in the community. The award is not meant to compete with any of the Historical Society's awards, but complement the existing joint preservation efforts already taking place and highlight the *Design Guidelines for Historic Districts and Historic Sites* by which all development in the Historic Districts must comply. A complete history of this award program is provided in the [November 7, 2018 HPB Report \(starting page 203\)](#).

Properties are selected for this award based on the following categories:

- Adaptive Re-Use
- Infill Development
- Excellence in Restoration
- Sustainable Preservation
- Embodiment of Historical Context
- Connectivity of Site
- Stewardship

This year, the Historic Preservation Board selected a total of four (4) award recipients. Of these, the Glenwood Cemetery was selected as the best project and a painting of the structure was commissioned. All four (4) of the award recipients were chosen to be awarded plaques to commemorate their contributions to preservation.

These award winners were discussed in the following HPB Report and Minutes:

- [November 7, 2018 \(starting page 203\)](#)
- [November 7, 2018 Minutes](#)

Though the award is presented in 2019, the award recipient is selected from a group of nominees whose projects were completed in or prior to calendar year 2018.

Department Review

This report has been reviewed by the Planning, Legal and Executive Departments.

Funding Source

The Planning Department finances the art pieces and plaques out of its budget.

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Summit Community Power Works Challenge High School Winners Recognition

(A) Public Input

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Todd Andersen

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Quarterly Budget Report- FY2019 Third Quarter

Suggested Action:

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be prepared and reviewed by Council Monthly for all funds.

Attachments:

[Budget Staff Report](#)

[Attachment A: Expenditure Summary](#)

[Attachment B: Audit Trial Balance - Expenses](#)

[Attachment C: Revenue Summary](#)

[Attachment D: Audit Trial Balance - Revenues](#)

MEMO



To: City Council
From: Budget Department
Date: May 13, 2019
Subject: Monthly Budget Reporting

Budget, Debt, & Grants

445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060
Tel 435.615.5154
www.parkcity.org

State Compliance Monthly Budget Reporting

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be reviewed monthly by Council for all funds.

Notable Observations:

Expenditures

- 80% of the Personnel budget for the General Fund has been spent (*as of May 7th*), which means that personnel expenditures are on track for FY 2019.
- 79% of the General Fund Materials/Supplies budget has been spent (*as of May 7th*), which means materials/supplies expenditures are on track for FY 2019.
- 76% of the total General Fund budget has been spent (*as of May 7th*), which means that the General Fund expenditures are on track for FY 2019.
- The report shows that the Fleet Service Dept has used 99.8% of their budget YTD, but utility line items will be adjusted before the final budget and lower this percentage.

Revenues

- Planning, Building, & Engineering fee revenue has increased from last FY.
- Several revenues in the General Fund (*Sales Tax, Franchise Tax, Recreation, etc.*) have lower YTD actuals from the previous FY, which could be due to revenue accruals that haven't been recorded yet.

Attachment C: Revenue Summary by Object and Type
Attachment D: Audit Trial Balance - Revenues

Expenditures by Object Type- Q3 FY2019

May 7, 2019

Object Type	YTD Actuals FY17	YTD Actuals FY18	*YTD Actuals FY19	Annual Budget FY19	Adjusted Budget FY19	Remaining Budget FY19	% Budget Used YTD FY19
011 GENERAL FUND							
01 PERSONNEL SERVICES	17,226,893	17,684,266	18,059,748	22,414,429	22,702,431	4,642,683	80%
02 MATERIALS, SUPPLIES AND SERVICES	835,929	822,740	1,015,355	1,282,370	1,282,370	267,015	79%
03 UTILITIES	515,798	549,998	616,303	1,562,677	1,562,677	946,374	39%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,480,280	2,302,023	2,164,999	3,934,231	3,856,231	1,691,232	56%
05 PARTS/MAINTENANCE SUPPLIES	779,762	742,812	897,390	1,150,480	1,150,480	253,090	78%
06 SPECIAL SERV CONTRACT/MISC CHARGES	910,568	839,041	611,462	995,925	995,925	384,463	61%
07 CAPITAL OUTLAY	238,869	129,765	328,600	407,978	407,978	79,378	81%
09 INTERFUND TRANSFER	1,913,140	2,063,230	4,492,892	4,901,445	4,901,128	408,236	92%
Total 011 GENERAL FUND	23,901,237	25,133,876	28,186,749	36,649,535	36,859,220	8,672,471	76%
012 QUINN'S RECREATION COMPLEX							
01 PERSONNEL SERVICES	623,315	658,201	740,930	921,758	921,758	180,828	80%
02 MATERIALS, SUPPLIES AND SERVICES	37,142	53,428	41,389	60,770	60,770	19,381	68%
03 UTILITIES	113,464	107,474	109,198	161,700	161,700	52,502	68%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	66,595	41,214	42,323	72,070	72,070	29,747	59%
05 PARTS/MAINTENANCE SUPPLIES	40,267	32,272	43,959	46,275	46,275	2,316	95%
06 SPECIAL SERV CONTRACT/MISC CHARGES	12,693	17,432	16,744	15,000	15,000	-1,744	112%
07 CAPITAL OUTLAY		410		6,000	6,000	6,000	
09 INTERFUND TRANSFER	1,000	1,000					
Total 012 QUINNS RECREATION COMPLEX	894,477	911,432	994,543	1,283,573	1,283,573	289,030	77%
021 POLICE SPECIAL REVENUE FUND							
09 INTERFUND TRANSFER							
Total 021 POLICE SPECIAL REVENUE FUND							
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT							
07 CAPITAL OUTLAY		25,851	44,550			-44,550	
09 INTERFUND TRANSFER							
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT		25,851	44,550			-44,550	
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND							
01 PERSONNEL SERVICES	35,554	19,148	19,901	57,740	151,740	131,839	13%
02 MATERIALS, SUPPLIES AND SERVICES	10,000	10,600	11,950	20,000	20,000	8,050	60%
03 UTILITIES	8,217	7,439	44,341	18,300	18,300	-26,041	242%

*represents Actuals from the beginning of the FY (July 1st) through May 7th, 2019

Expenditures by Object Type- Q3 FY2019

May 7, 2019

Object Type	YTD Actuals FY17	YTD Actuals FY18	*YTD Actuals FY19	Annual Budget FY19	Adjusted Budget FY19	Remaining Budget FY19	% Budget Used YTD FY19
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	57,780	9,140	4,560	150,000	150,000	145,440	3%
06 SPECIAL SERV CONTRACT/MISC CHARGES				568,000	568,000	568,000	
09 INTERFUND TRANSFER	1,367,600	1,367,600	1,473,028	1,641,125	1,547,125	74,097	95%
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	1,479,151	1,413,927	1,553,780	2,455,165	2,455,165	901,385	63%
024 MAIN STREET RDA SPECIAL REVENUE FUND							
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	709	4,710	921	80,000	80,000	79,079	1%
06 SPECIAL SERV CONTRACT/MISC CHARGES				405,000	405,000	405,000	
09 INTERFUND TRANSFER	626,670	626,670	689,337	752,000	752,000	62,663	92%
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	627,379	631,380	690,258	1,237,000	1,237,000	546,742	56%
031 CAPITAL IMPROVEMENT FUND							
01 PERSONNEL SERVICES	56,790	42,413	51,408			-51,408	
07 CAPITAL OUTLAY	12,138,820	29,956,421	66,764,096	65,868,694	114,861,912	48,097,816	58%
09 INTERFUND TRANSFER	1,071,550	1,073,580	2,869,058	3,345,387	3,345,387	476,329	86%
Total 031 CAPITAL IMPROVEMENT FUND	13,267,160	31,072,414	69,684,563	69,214,081	118,207,299	48,522,736	59%
033 REDEVELOPMENT AGENCY-LOWER PRK							
01 PERSONNEL SERVICES	2,285	28,163	14,245			-14,245	
07 CAPITAL OUTLAY	1,215,894	2,430,651	105,864	105,000	3,859,378	3,753,514	3%
09 INTERFUND TRANSFER			649,198	708,215	708,215	59,017	92%
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	1,218,179	2,458,815	769,307	813,215	4,567,593	3,798,286	17%
034 REDEVELOPMENT AGENCY-MAIN ST							
07 CAPITAL OUTLAY		10,924	208,223	52,000	576,367	368,144	36%
09 INTERFUND TRANSFER	671,740	674,580	738,067	805,161	805,161	67,094	92%
Total 034 REDEVELOPMENT AGENCY-MAIN ST	671,740	685,504	946,290	857,161	1,381,528	435,238	68%
035 BUILDING AUTHORITY							
07 CAPITAL OUTLAY	7,520	1,430					
09 INTERFUND TRANSFER							
Total 035 BUILDING AUTHORITY	7,520	1,430					
038 EQUIPMENT REPLACEMENT CIP							
07 CAPITAL OUTLAY	1,242,034	466,223	1,059,233	1,325,600	3,005,371	1,946,138	35%
09 INTERFUND TRANSFER							
Total 038 EQUIPMENT REPLACEMENT CIP	1,242,034	466,223	1,059,233	1,325,600	3,005,371	1,946,138	35%

*represents Actuals from the beginning of the FY (July 1st) through May 7th, 2019

Expenditures by Object Type- Q3 FY2019

May 7, 2019

Object Type	YTD Actuals FY17	YTD Actuals FY18	*YTD Actuals FY19	Annual Budget FY19	Adjusted Budget FY19	Remaining Budget FY19	% Budget Used YTD FY19
051 WATER FUND							
01 PERSONNEL SERVICES	2,158,790	2,350,254	2,343,704	3,232,386	3,232,386	888,682	73%
02 MATERIALS, SUPPLIES AND SERVICES	219,650	167,865	199,221	301,962	301,962	102,741	66%
03 UTILITIES	693,847	643,296	748,431	1,402,066	1,402,066	653,635	53%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	767,574	629,842	845,731	1,195,183	1,195,183	349,452	71%
05 PARTS/MAINTENANCE SUPPLIES	611,577	686,003	760,181	877,927	877,927	117,746	87%
06 SPECIAL SERV CONTRACT/MISC CHARGES	40,184	52,702	64,079	52,000	52,000	-12,079	123%
07 CAPITAL OUTLAY	5,081,145	8,282,220	5,655,057	17,085,809	35,933,215	30,278,158	16%
08 DEBT SERVICE	1,808,601	1,797,741	1,774,753	4,517,579	4,517,579	2,742,826	39%
09 INTERFUND TRANSFER	773,310	802,860	923,068	1,720,745	1,724,163	801,095	54%
Total 051 WATER FUND	12,154,677	15,412,781	13,314,225	30,385,657	49,236,481	35,922,256	27%
052 STORM WATER FUND							
01 PERSONNEL SERVICES	422,022	494,771	706,936	699,711	699,710	-7,226	101%
02 MATERIALS, SUPPLIES AND SERVICES	10,949	18,885	15,937	60,000	60,000	44,063	27%
03 UTILITIES	12,024	7,888	40,715	39,700	39,700	-1,015	103%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	71,439	76,271	29,854	157,000	157,000	127,146	19%
05 PARTS/MAINTENANCE SUPPLIES	16,066	9,178	10,141	51,300	51,300	41,159	20%
06 SPECIAL SERV CONTRACT/MISC CHARGES		18					
07 CAPITAL OUTLAY	32,044	-7,000	6,414	235,350	247,850	241,436	3%
09 INTERFUND TRANSFER	66,670	62,510	95,337	104,000	104,000	8,663	92%
Total 052 STORM WATER FUND	631,215	662,522	905,334	1,347,061	1,359,560	454,226	67%
055 GOLF COURSE FUND							
01 PERSONNEL SERVICES	540,237	585,689	604,654	958,936	958,936	354,282	63%
02 MATERIALS, SUPPLIES AND SERVICES	51,378	44,512	58,648	74,900	74,900	16,252	78%
03 UTILITIES	45,757	42,959	26,729	67,700	67,700	40,971	39%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	53,343	60,023	41,706	33,910	33,910	-7,796	123%
05 PARTS/MAINTENANCE SUPPLIES	158,220	165,429	184,563	240,800	240,800	56,237	77%
06 SPECIAL SERV CONTRACT/MISC CHARGES	23,787	23,528	25,272	30,500	30,500	5,228	83%
07 CAPITAL OUTLAY	27,332	160,401	-2,230	114,565	263,815	266,045	-1%
08 DEBT SERVICE			32,377	32,377	32,377		100%
09 INTERFUND TRANSFER	106,310	104,260	125,711	142,910	134,852	9,141	93%
Total 055 GOLF COURSE FUND	1,006,364	1,186,801	1,097,429	1,696,598	1,837,790	740,361	60%

*represents Actuals from the beginning of the FY (July 1st) through May 7th, 2019

Expenditures by Object Type- Q3 FY2019

May 7, 2019

Object Type	YTD Actuals FY17	YTD Actuals FY18	*YTD Actuals FY19	Annual Budget FY19	Adjusted Budget FY19	Remaining Budget FY19	% Budget Used YTD FY19
057 TRANSPORTATION & PARKING FUND							
01 PERSONNEL SERVICES	5,389,278	6,989,115	8,691,475	10,383,394	10,392,736	1,701,261	84%
02 MATERIALS, SUPPLIES AND SERVICES	262,957	438,455	811,666	788,650	788,650	-23,016	103%
03 UTILITIES	107,278	208,975	286,353	260,244	260,244	-26,109	110%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	579,535	920,342	1,414,348	1,342,900	1,775,875	361,527	80%
05 PARTS/MAINTENANCE SUPPLIES	18,273	34,357	41,534	94,000	94,000	52,466	44%
06 SPECIAL SERV CONTRACT/MISC CHARGES	67,573	76,802	119,609	69,000	69,000	-50,609	173%
07 CAPITAL OUTLAY	11,913,899	7,591,530	6,091,586	8,685,894	26,983,321	20,891,735	23%
09 INTERFUND TRANSFER	2,187,470	2,449,220	2,776,861	3,028,741	3,030,281	253,419	92%
Total 057 TRANSPORTATION & PARKING FUND	20,526,263	18,708,796	20,233,433	24,652,823	43,394,107	23,160,674	47%
062 FLEET SERVICES FUND							
01 PERSONNEL SERVICES	791,502	816,516	853,344	992,706	992,707	139,363	86%
02 MATERIALS, SUPPLIES AND SERVICES	70,066	55,257	62,799	73,500	73,500	10,701	85%
03 UTILITIES	684,094	748,472	962,400	827,600	827,600	-134,800	116%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	750	1,293	2,008	3,200	3,200	1,192	63%
05 PARTS/MAINTENANCE SUPPLIES	582,757	500,279	669,440	647,230	647,230	-22,210	103%
07 CAPITAL OUTLAY	720			10,000	10,000	10,000	
09 INTERFUND TRANSFER							
Total 062 FLEET SERVICES FUND	2,129,889	2,121,817	2,549,990	2,554,236	2,554,237	4,247	99.83%
064 SELF INSURANCE FUND							
02 MATERIALS, SUPPLIES AND SERVICES	26,118	20,512	23,645	50,500	50,500	26,855	47%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	171,357	219,442	439,436	816,000	816,000	376,564	54%
06 SPECIAL SERV CONTRACT/MISC CHARGES	635,782	587,710	595,705	710,000	710,000	114,296	84%
09 INTERFUND TRANSFER							
Total 064 SELF INSURANCE FUND	833,257	827,663	1,058,785	1,576,500	1,576,500	517,715	67%
070 SALES TAX REV BOND - DEBT SVS FUND							
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		223,553	259,074			-259,074	
08 DEBT SERVICE	353,113	328,669	895,104	5,034,465	5,034,465	4,139,361	18%
09 INTERFUND TRANSFER							
Total 070 SALES TAX REV BOND - DEBT SVS FUND	353,113	552,222	1,154,178	5,034,465	5,034,465	3,880,287	23%

*represents Actuals from the beginning of the FY (July 1st) through May 7th, 2019

Expenditures by Object Type- Q3 FY2019

May 7, 2019

Object Type	YTD Actuals FY17	YTD Actuals FY18	*YTD Actuals FY19	Annual Budget FY19	Adjusted Budget FY19	Remaining Budget FY19	% Budget Used YTD FY19
071 DEBT SERVICE FUND							
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC			270,383			-270,383	
08 DEBT SERVICE	456,266	2,633,005	7,337,543	6,043,635	6,043,635	-1,293,908	121%
09 INTERFUND TRANSFER							
Total 071 DEBT SERVICE FUND	456,266	2,633,005	7,607,926	6,043,635	6,043,635	-1,564,291	126%
TOTAL	81,399,921	104,906,459	151,850,573	187,126,305	280,033,524	128,182,951	54%

*represents Actuals from the beginning of the FY (July 1st) through May 7th, 2019

Audit Trial Balance
Period: 20 2019
FUND: 011 GENERAL FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
50 EXPENDITURES							
7010 GENERAL GOVERNMENT							
1010 EXECUTIVE	13,441,728.00	13,591,728.00	9,858,070.58	0.00	9,858,070.58	-3,733,657.42	11,605,331.28
1040 NONDEPARTMENTAL	2,322,902.00	2,382,585.00	1,503,000.75	0.00	1,503,000.75	-879,584.25	3,472,092.08
TOTAL GENERAL GOVERNMENT	15,764,630.00	15,974,313.00	11,361,071.33	0.00	11,361,071.33	-4,613,241.67	15,077,423.36
7020 PUBLIC SAFETY							
2010 POLICE DEPARTMENT	5,970,294.00	5,970,294.00	4,851,467.92	0.00	4,851,467.92	-1,118,826.08	5,486,252.98
2011 DRUG EDUCATION & ENFORCEM	32,464.00	32,464.00	27,579.10	0.00	27,579.10	-4,884.90	32,361.06
2012 LIQUOR ENFORCEMENT	63,771.00	63,771.00	53,987.45	0.00	53,987.45	-9,783.55	66,564.91
2030 COMMUNICATION CENTER	620,000.00	620,000.00	327,175.94	0.00	327,175.94	-292,824.06	781,495.30
TOTAL PUBLIC SAFETY	6,686,529.00	6,686,529.00	5,260,210.41	0.00	5,260,210.41	-1,426,318.59	6,366,674.25
7030 PUBLIC WORKS							
1030 BUILDING MAINTENANCE	1,401,876.00	1,401,876.00	1,165,828.04	0.00	1,165,828.04	-236,047.96	1,370,511.75
3010 STREET MAINTENANCE	2,459,665.00	2,459,665.00	1,866,611.45	0.00	1,866,611.45	-593,053.55	2,124,475.59
3040 STREET LIGHTS AND SIGNS	181,300.00	181,300.00	96,900.60	0.00	96,900.60	-84,399.40	124,046.86
3050 SWEDE ALLEY PARKING STRUC	48,525.00	48,525.00	27,836.40	0.00	27,836.40	-20,688.60	29,862.68
4020 PARKS AND CEMETERY	1,943,128.00	1,943,128.00	1,586,689.41	0.00	1,586,689.41	-356,438.59	1,999,754.64
TOTAL PUBLIC WORKS	6,034,494.00	6,034,494.00	4,743,865.90	0.00	4,743,865.90	-1,290,628.10	5,648,651.52
7031 LIBRARY AND RECREATION							
4040 LIBRARY	1,385,330.00	1,385,330.00	1,084,848.41	0.00	1,084,848.41	-300,481.59	1,248,436.85
4050 RECREATION	3,161,109.00	3,161,109.00	2,420,769.77	0.00	2,420,769.77	-740,339.23	2,989,398.49
TOTAL LIBRARY AND RECREATION	4,546,439.00	4,546,439.00	3,505,618.18	0.00	3,505,618.18	-1,040,820.82	4,237,835.34
TOTAL EXPENDITURES	33,032,092.00	33,241,775.00	24,870,765.82	0.00	24,870,765.82	-8,371,009.18	31,330,584.47
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	3,617,445.00	3,617,445.00	3,315,983.00	0.00	3,315,983.00	-301,462.00	4,258,549.00
TOTAL OTHER FINANCING (SOURCES) USES	3,617,445.00	3,617,445.00	3,315,983.00	0.00	3,315,983.00	-301,462.00	4,258,549.00
TOTAL FUND: 011 GENERAL FUND	36,649,537.00	36,859,220.00	28,186,748.82	0.00	28,186,748.82	-8,672,471.18	35,589,133.47

Audit Trial Balance
Period: 20 2019
FUND: 012 QUINNS RECREATION COMPLEX

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
50 EXPENDITURES							
7010 GENERAL GOVERNMENT							
1010 EXECUTIVE	1,283,572.00	1,283,572.00	994,542.92	0.00	994,542.92	-289,029.08	1,158,304.10
TOTAL GENERAL GOVERNMENT	<u>1,283,572.00</u>	<u>1,283,572.00</u>	<u>994,542.92</u>	<u>0.00</u>	<u>994,542.92</u>	<u>-289,029.08</u>	<u>1,158,304.10</u>
TOTAL EXPENDITURES	<u>1,283,572.00</u>	<u>1,283,572.00</u>	<u>994,542.92</u>	<u>0.00</u>	<u>994,542.92</u>	<u>-289,029.08</u>	<u>1,158,304.10</u>
TOTAL FUND: 012 QUINNS RECREATION COMPLEX	<u><u>1,283,572.00</u></u>	<u><u>1,283,572.00</u></u>	<u><u>994,542.92</u></u>	<u><u>0.00</u></u>	<u><u>994,542.92</u></u>	<u><u>-289,029.08</u></u>	<u><u>1,158,304.10</u></u>

Audit Trial Balance

Period: 20 2019

FUND: 021 POLICE SPECIAL REVENUE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
TOTAL FUND: 021 POLICE SPECIAL REVENUE FUND	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Audit Trial Balance

Period: 20 2019

FUND: 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
50 EXPENDITURES							
7020 PUBLIC SAFETY							
2010 POLICE DEPARTMENT	0.00	0.00	44,549.80	0.00	44,549.80	44,549.80	25,851.15
TOTAL PUBLIC SAFETY	0.00	0.00	44,549.80	0.00	44,549.80	44,549.80	25,851.15
TOTAL EXPENDITURES	0.00	0.00	44,549.80	0.00	44,549.80	44,549.80	25,851.15
TOTAL FUND: 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	0.00	0.00	44,549.80	0.00	44,549.80	44,549.80	25,851.15

Audit Trial Balance

Period: 20 2019

FUND: 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
50 EXPENDITURES							
7033 LOWER PARK AVE RDA	814,041.00	908,041.00	80,752.27	0.00	80,752.27	-827,288.73	603,312.07
TOTAL EXPENDITURES	814,041.00	908,041.00	80,752.27	0.00	80,752.27	-827,288.73	603,312.07
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	1,641,125.00	1,547,125.00	1,473,028.00	0.00	1,473,028.00	-74,097.00	1,641,125.00
TOTAL OTHER FINANCING (SOURCES) USES	1,641,125.00	1,547,125.00	1,473,028.00	0.00	1,473,028.00	-74,097.00	1,641,125.00
TOTAL FUND: 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	<u>2,455,166.00</u>	<u>2,455,166.00</u>	<u>1,553,780.27</u>	<u>0.00</u>	<u>1,553,780.27</u>	<u>-901,385.73</u>	<u>2,244,437.07</u>

Audit Trial Balance

Period: 20 2019

FUND: 024 MAIN STREET RDA SPECIAL REVENUE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
50 EXPENDITURES							
7032 MAIN STREET RDA	485,000.00	485,000.00	921.38	0.00	921.38	-484,078.62	267,276.39
TOTAL EXPENDITURES	485,000.00	485,000.00	921.38	0.00	921.38	-484,078.62	267,276.39
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	752,000.00	752,000.00	689,337.00	0.00	689,337.00	-62,663.00	752,000.00
TOTAL OTHER FINANCING (SOURCES) USES	752,000.00	752,000.00	689,337.00	0.00	689,337.00	-62,663.00	752,000.00
TOTAL FUND: 024 MAIN STREET RDA SPECIAL REVENUE FUND	<u>1,237,000.00</u>	<u>1,237,000.00</u>	<u>690,258.38</u>	<u>0.00</u>	<u>690,258.38</u>	<u>-546,741.62</u>	<u>1,019,276.39</u>

Audit Trial Balance
Period: 20 2019
FUND: 031 CAPITAL IMPROVEMENT FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
73 CAPITAL OUTLAY							
7081 LAND AND BUILDING AQUISITION	61,038,968.00	73,949,475.92	58,493,092.80	0.00	58,493,092.80	-15,456,383.12	29,807,938.55
7082 STREET AND STORM DRAIN IMPR	1,261,150.00	1,718,369.94	782,867.12	0.00	782,867.12	-935,502.82	1,084,377.29
7085 BUILDING RENOVATION AND CONST	1,557,709.00	6,919,334.28	5,642,025.88	0.00	5,642,025.88	-1,277,308.40	1,519,745.16
7086 IMPROVEMENTS OTHER THAN BLDG	1,355,480.00	30,350,396.83	1,828,728.64	0.00	1,828,728.64	-28,521,668.19	3,200,112.40
7087 CITY PARKS AND CEMETARY IMPR	100,000.00	524,186.31	2,446.66	0.00	2,446.66	-521,739.65	90,947.54
7088 EQUIPMENT	555,387.00	1,400,148.59	66,343.69	0.00	66,343.69	-1,333,804.90	92,435.26
TOTAL CAPITAL OUTLAY	65,868,694.00	114,861,911.87	66,815,504.79	0.00	66,815,504.79	-48,046,407.08	35,795,556.20
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	3,345,387.00	3,345,387.00	2,869,058.00	0.00	2,869,058.00	-476,329.00	3,352,716.00
TOTAL OTHER FINANCING (SOURCES) USES	3,345,387.00	3,345,387.00	2,869,058.00	0.00	2,869,058.00	-476,329.00	3,352,716.00
TOTAL FUND: 031 CAPITAL IMPROVEMENT FUND	<u>69,214,081.00</u>	<u>118,207,298.87</u>	<u>69,684,562.79</u>	<u>0.00</u>	<u>69,684,562.79</u>	<u>-48,522,736.08</u>	<u>39,148,272.20</u>

Audit Trial Balance

Period: 20 2019

FUND: 033 REDEVELOPMENT AGENCY-LOWER PRK

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
73 CAPITAL OUTLAY							
7081 LAND AND BUILDING AQUISITION	0.00	16,024.00	9,064.41	0.00	9,064.41	-6,959.59	481,246.98
7082 STREET AND STORM DRAIN IMPR	0.00	39,845.00	0.00	0.00	0.00	-39,845.00	0.00
7085 BUILDING RENOVATION AND CONST	0.00	2,496,473.43	38,477.76	0.00	38,477.76	-2,457,995.67	2,053,361.94
7086 IMPROVEMENTS OTHER THAN BLDG	5,000.00	853,095.19	72,566.88	0.00	72,566.88	-780,528.31	80,507.22
7087 CITY PARKS AND CEMETARY IMPR	100,000.00	453,940.98	0.00	0.00	0.00	-453,940.98	28,300.02
TOTAL CAPITAL OUTLAY	105,000.00	3,859,378.60	120,109.05	0.00	120,109.05	-3,739,269.55	2,643,416.16
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	708,215.00	708,215.00	649,198.00	0.00	649,198.00	-59,017.00	705,325.00
TOTAL OTHER FINANCING (SOURCES) USES	708,215.00	708,215.00	649,198.00	0.00	649,198.00	-59,017.00	705,325.00
TOTAL FUND: 033 REDEVELOPMENT AGENCY-LOWER PRK	813,215.00	4,567,593.60	769,307.05	0.00	769,307.05	-3,798,286.55	3,348,741.16

Audit Trial Balance

Period: 20 2019

FUND: 034 REDEVELOPMENT AGENCY-MAIN ST

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
73 CAPITAL OUTLAY							
7086 IMPROVEMENTS OTHER THAN BLDG	52,000.00	559,902.70	203,477.08	0.00	203,477.08	-356,425.62	12,159.30
7088 EQUIPMENT	0.00	16,463.85	4,745.53	0.00	4,745.53	-11,718.32	83,536.15
TOTAL CAPITAL OUTLAY	52,000.00	576,366.55	208,222.61	0.00	208,222.61	-368,143.94	95,695.45
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	805,161.00	805,161.00	738,067.00	0.00	738,067.00	-67,094.00	809,490.00
TOTAL OTHER FINANCING (SOURCES) USES	805,161.00	805,161.00	738,067.00	0.00	738,067.00	-67,094.00	809,490.00
TOTAL FUND: 034 REDEVELOPMENT AGENCY-MAIN ST	857,161.00	1,381,527.55	946,289.61	0.00	946,289.61	-435,237.94	905,185.45

Audit Trial Balance
Period: 20 2019
FUND: 035 BUILDING AUTHORITY

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
73 CAPITAL OUTLAY							
7086 IMPROVEMENTS OTHER THAN BLDG	0.00	0.00	0.00	0.00	0.00	0.00	1,430.00
TOTAL CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	1,430.00
TOTAL FUND: 035 BUILDING AUTHORITY	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,430.00</u>

Audit Trial Balance

Period: 20 2019

FUND: 036 PARK CITY HOUSING AUTHORITY

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
TOTAL FUND: 036 PARK CITY HOUSING AUTHORITY	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Audit Trial Balance
Period: 20 2019
FUND: 038 EQUIPMENT REPLACEMENT CIP

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
73 CAPITAL OUTLAY							
7088 EQUIPMENT	1,325,600.00	3,005,370.72	1,059,233.16	0.00	1,059,233.16	-1,946,137.56	516,653.99
TOTAL CAPITAL OUTLAY	1,325,600.00	3,005,370.72	1,059,233.16	0.00	1,059,233.16	-1,946,137.56	516,653.99
TOTAL FUND: 038 EQUIPMENT REPLACEMENT CIP	<u>1,325,600.00</u>	<u>3,005,370.72</u>	<u>1,059,233.16</u>	<u>0.00</u>	<u>1,059,233.16</u>	<u>-1,946,137.56</u>	<u>516,653.99</u>

Audit Trial Balance
Period: 20 2019
FUND: 051 WATER FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
61 OPERATING EXPENSES							
7021 SALARIES AND BENEFITS	3,232,386.00	3,232,386.00	2,313,441.37	0.00	2,313,441.37	-918,944.63	2,807,729.90
7022 SUPPLIES, MAINTENANCE AND SER	19,694,405.00	38,545,229.07	7,722,064.99	0.00	7,722,064.99	-30,823,164.08	4,243,304.68
7023 ENERGY AND UTILITIES	1,426,066.00	1,426,066.00	770,430.64	0.00	770,430.64	-655,635.36	956,097.06
7026 DEPRECIATION AND AMORTIZATION	0.00	0.00	0.00	0.00	0.00	0.00	3,446,940.00
TOTAL OPERATING EXPENSES	24,352,857.00	43,203,681.07	10,805,937.00	0.00	10,805,937.00	-32,397,744.07	11,454,071.64
72 NONOPERATING EXPENSES							
8020 INTEREST EXPENSE	4,517,579.00	4,517,579.00	1,774,752.64	0.00	1,774,752.64	-2,742,826.36	1,130,643.50
TOTAL NONOPERATING EXPENSES	4,517,579.00	4,517,579.00	1,774,752.64	0.00	1,774,752.64	-2,742,826.36	1,130,643.50
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	1,515,221.00	1,515,221.00	733,535.00	0.00	733,535.00	-781,686.00	1,493,450.00
TOTAL OTHER FINANCING (SOURCES) USES	1,515,221.00	1,515,221.00	733,535.00	0.00	733,535.00	-781,686.00	1,493,450.00
TOTAL EXPENDITURES	30,385,657.00	49,236,481.07	13,314,224.64	0.00	13,314,224.64	-35,922,256.43	14,078,165.14
TOTAL FUND: 051 WATER FUND	30,385,657.00	49,236,481.07	13,314,224.64	0.00	13,314,224.64	-35,922,256.43	14,078,165.14

Audit Trial Balance
Period: 20 2019
FUND: 052 STORM WATER FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
61 OPERATING EXPENSES							
7021 SALARIES AND BENEFITS	699,710.00	699,710.00	706,935.72	0.00	706,935.72	7,225.72	590,137.73
7022 SUPPLIES, MAINTENANCE AND SER	524,650.00	537,150.00	81,595.77	0.00	81,595.77	-455,554.23	99,787.88
7023 ENERGY AND UTILITIES	47,700.00	47,700.00	48,052.04	0.00	48,052.04	352.04	28,180.52
7026 DEPRECIATION AND AMORTIZATION	0.00	0.00	0.00	0.00	0.00	0.00	153,452.00
TOTAL OPERATING EXPENSES	1,272,060.00	1,284,560.00	836,583.53	0.00	836,583.53	-447,976.47	871,558.13
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	75,000.00	75,000.00	68,750.00	0.00	68,750.00	-6,250.00	50,000.00
TOTAL OTHER FINANCING (SOURCES) USES	75,000.00	75,000.00	68,750.00	0.00	68,750.00	-6,250.00	50,000.00
TOTAL EXPENDITURES	1,347,060.00	1,359,560.00	905,333.53	0.00	905,333.53	-454,226.47	921,558.13
TOTAL FUND: 052 STORM WATER FUND	1,347,060.00	1,359,560.00	905,333.53	0.00	905,333.53	-454,226.47	921,558.13

Audit Trial Balance
Period: 20 2019
FUND: 054 RECREATION FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FUND: 054 RECREATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Audit Trial Balance
Period: 20 2019
FUND: 055 GOLF COURSE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
61 OPERATING EXPENSES							
7021 SALARIES AND BENEFITS	958,936.00	958,936.00	604,654.39	0.00	604,654.39	-354,281.61	772,392.11
7022 SUPPLIES, MAINTENANCE AND SER	522,540.00	663,731.03	328,212.13	0.00	328,212.13	-335,518.90	580,987.69
7023 ENERGY AND UTILITIES	76,700.00	76,700.00	34,978.58	0.00	34,978.58	-41,721.42	60,107.72
7026 DEPRECIATION AND AMORTIZATION	0.00	0.00	0.00	0.00	0.00	0.00	223,764.00
TOTAL OPERATING EXPENSES	1,558,176.00	1,699,367.03	967,845.10	0.00	967,845.10	-731,521.93	1,637,251.52
72 NONOPERATING EXPENSES							
8020 INTEREST EXPENSE	32,377.00	32,377.00	32,377.08	0.00	32,377.08	0.08	1,810.70
TOTAL NONOPERATING EXPENSES	32,377.00	32,377.00	32,377.08	0.00	32,377.08	0.08	1,810.70
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	106,046.00	106,046.00	97,207.00	0.00	97,207.00	-8,839.00	101,766.00
TOTAL OTHER FINANCING (SOURCES) USES	106,046.00	106,046.00	97,207.00	0.00	97,207.00	-8,839.00	101,766.00
TOTAL EXPENDITURES	1,696,599.00	1,837,790.03	1,097,429.18	0.00	1,097,429.18	-740,360.85	1,740,828.22
TOTAL FUND: 055 GOLF COURSE FUND	1,696,599.00	1,837,790.03	1,097,429.18	0.00	1,097,429.18	-740,360.85	1,740,828.22

Audit Trial Balance

Period: 20 2019

FUND: 057 TRANSPORTATION & PARKING FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
61 OPERATING EXPENSES							
7021 SALARIES AND BENEFITS	10,383,395.00	10,392,736.00	8,684,957.49	0.00	8,684,957.49	-1,707,778.51	8,582,001.21
7022 SUPPLIES, MAINTENANCE AND SER	12,427,188.00	31,159,130.52	9,805,171.54	0.00	9,805,171.54	-21,353,958.98	6,512,206.90
7023 ENERGY AND UTILITIES	864,844.00	864,844.00	847,353.40	0.00	847,353.40	-17,490.60	903,333.81
7026 DEPRECIATION AND AMORTIZATION	0.00	0.00	0.00	0.00	0.00	0.00	2,639,670.00
TOTAL OPERATING EXPENSES	23,675,427.00	42,416,710.52	19,337,482.43	0.00	19,337,482.43	-23,079,228.09	18,637,211.92
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	977,397.00	977,397.00	895,950.00	0.00	895,950.00	-81,447.00	931,966.00
TOTAL OTHER FINANCING (SOURCES) USES	977,397.00	977,397.00	895,950.00	0.00	895,950.00	-81,447.00	931,966.00
TOTAL EXPENDITURES	24,652,824.00	43,394,107.52	20,233,432.43	0.00	20,233,432.43	-23,160,675.09	19,569,177.92
TOTAL FUND: 057 TRANSPORTATION & PARKING FUND	24,652,824.00	43,394,107.52	20,233,432.43	0.00	20,233,432.43	-23,160,675.09	19,569,177.92

Audit Trial Balance
Period: 20 2019
FUND: 062 FLEET SERVICES FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
61 OPERATING EXPENSES							
7021 SALARIES AND BENEFITS	992,707.00	992,707.00	853,343.74	0.00	853,343.74	-139,363.26	979,285.36
7022 SUPPLIES, MAINTENANCE AND SER	733,930.00	733,930.00	734,246.15	0.00	734,246.15	316.15	719,020.98
7023 ENERGY AND UTILITIES	827,600.00	827,600.00	962,400.30	0.00	962,400.30	134,800.30	829,582.29
TOTAL OPERATING EXPENSES	2,554,237.00	2,554,237.00	2,549,990.19	0.00	2,549,990.19	-4,246.81	2,527,888.63
TOTAL EXPENDITURES	2,554,237.00	2,554,237.00	2,549,990.19	0.00	2,549,990.19	-4,246.81	2,527,888.63
TOTAL FUND: 062 FLEET SERVICES FUND	2,554,237.00	2,554,237.00	2,549,990.19	0.00	2,549,990.19	-4,246.81	2,527,888.63

Audit Trial Balance

Period: 20 2019

FUND: 063 EQUIPMENT REPLACEMENT FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FUND: 063 EQUIPMENT REPLACEMENT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Audit Trial Balance
Period: 20 2019
FUND: 064 SELF INSURANCE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
61 OPERATING EXPENSES							
7022 SUPPLIES, MAINTENANCE AND SER	1,576,500.00	1,576,500.00	1,058,785.21	0.00	1,058,785.21	-517,714.79	790,831.60
TOTAL OPERATING EXPENSES	1,576,500.00	1,576,500.00	1,058,785.21	0.00	1,058,785.21	-517,714.79	790,831.60
TOTAL EXPENDITURES	1,576,500.00	1,576,500.00	1,058,785.21	0.00	1,058,785.21	-517,714.79	790,831.60
TOTAL FUND: 064 SELF INSURANCE FUND	<u>1,576,500.00</u>	<u>1,576,500.00</u>	<u>1,058,785.21</u>	<u>0.00</u>	<u>1,058,785.21</u>	<u>-517,714.79</u>	<u>790,831.60</u>

Audit Trial Balance
Period: 20 2019
FUND: 067 CIRCUIT COURT FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FUND: 067 CIRCUIT COURT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Audit Trial Balance

Period: 20 2019

FUND: 070 SALES TAX REV BOND - DEBT SVS FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
74 DEBT SERVICE							
7035 PRINCIPAL RETIREMENT	3,240,000.00	3,240,000.00	0.00	0.00	0.00	-3,240,000.00	3,680,000.00
7036 INTEREST AND FISCAL CHARGES	1,794,465.00	1,794,465.00	895,103.84	0.00	895,103.84	-899,361.16	1,351,080.53
7040 BOND ISSUANCE COSTS	0.00	0.00	259,074.01	0.00	259,074.01	259,074.01	223,553.25
TOTAL DEBT SERVICE	5,034,465.00	5,034,465.00	1,154,177.85	0.00	1,154,177.85	-3,880,287.15	5,254,633.78
80 OTHER FINANCING (SOURCES) USES							
8040 TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	30,203,248.00
TOTAL OTHER FINANCING (SOURCES) USES	0.00	0.00	0.00	0.00	0.00	0.00	30,203,248.00
TOTAL FUND: 070 SALES TAX REV BOND - DEBT SVS FUND	5,034,465.00	5,034,465.00	1,154,177.85	0.00	1,154,177.85	-3,880,287.15	35,457,881.78

Audit Trial Balance
Period: 20 2019
FUND: 071 DEBT SERVICE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
74 DEBT SERVICE							
7035 PRINCIPAL RETIREMENT	4,360,000.00	4,360,000.00	5,955,000.00	0.00	5,955,000.00	1,595,000.00	4,945,000.00
7036 INTEREST AND FISCAL CHARGES	1,683,635.00	1,683,635.00	1,382,543.16	0.00	1,382,543.16	-301,091.84	1,475,933.88
7040 BOND ISSUANCE COSTS	0.00	0.00	270,383.02	0.00	270,383.02	270,383.02	0.00
TOTAL DEBT SERVICE	6,043,635.00	6,043,635.00	7,607,926.18	0.00	7,607,926.18	1,564,291.18	6,420,933.88
TOTAL FUND: 071 DEBT SERVICE FUND	<u>6,043,635.00</u>	<u>6,043,635.00</u>	<u>7,607,926.18</u>	<u>0.00</u>	<u>7,607,926.18</u>	<u>1,564,291.18</u>	<u>6,420,933.88</u>

Revenues by Revenue Type- Q3 FY2019

May 10, 2019

Revenue Type	*YTD Actuals FY17	*YTD Actuals FY18	*YTD Actuals FY19	Annual Budget FY19	Adjusted Budget FY19	Remaining Budget FY19
011 GENERAL FUND						
Property Taxes	10,510,225	10,303,736	10,936,914	10,976,165	10,976,165	39,251
Sales Tax	11,312,578	11,905,647	10,449,570	14,070,969	14,070,969	3,621,399
Franchise Tax	2,701,398	2,609,644	2,472,106	3,322,000	3,322,000	849,894
Licenses	331,826	424,502	429,729	529,000	529,000	99,271
Planning Building & Engineering Fees	1,745,877	2,630,077	2,990,203	2,824,000	2,974,000	-16,203
Special Event Fees	88,644	59,442	73,375	110,000	110,000	36,625
Federal Revenue	24,753	6,250	6,250	65,000	65,000	58,750
State Revenue	67,608	62,138	91,130	95,000	95,000	3,870
County/SP District Revenue	50,000	17,000	5,000	22,000	22,000	17,000
Cemetery Charges for Services	27,221	27,165	12,910	37,000	37,000	24,091
Recreation	1,751,692	1,852,381	1,281,610	2,044,000	2,044,000	762,390
Other Service Revenue	57,848	54,105	40,530	92,000	92,000	51,470
Library Fines & Fees	29,632	25,641	15,265	27,000	27,000	11,735
Misc. Revenues	181,561	532,332	826,580	911,000	911,000	84,420
Interfund Transactions (Admin)	1,542,332	1,707,002	1,795,442	2,673,663	2,673,663	878,221
Special Revenues & Resources	60,384	100,939	63,951	18,000	18,000	-45,951
Total 011 GENERAL FUND	30,483,578	32,318,001	31,490,565	37,816,797	37,966,797	6,476,233
012 QUINN'S RECREATION COMPLEX						
Recreation	4,998	4,453	5,310	3,000	16,000	10,690
Ice	774,227	787,942	657,575	831,000	873,000	215,425
Misc. Revenues	-82	-280	-71			71
Special Revenues & Resources	803					
Total 012 QUINNS RECREATION COMPLEX	779,946	792,115	662,814	834,000	889,000	226,186
021 POLICE SPECIAL REVENUE FUND						
State Revenue	700	800				
Total 021 POLICE SPECIAL REVENUE FUND	700	800				
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT						
State Revenue	9,685	22,948	56,955			-56,955

*represents Actuals from the beginning of the FY (July 1st) through May 10th, 2019

Revenues by Revenue Type- Q3 FY2019

May 10, 2019

Revenue Type	*YTD Actuals FY17	*YTD Actuals FY18	*YTD Actuals FY19	Annual Budget FY19	Adjusted Budget FY19	Remaining Budget FY19
Total 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	9,685	22,948	56,955			-56,955
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
Property Taxes	2,268,852	2,755,472	2,869,385	2,413,792	2,413,792	-455,593
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2,268,852	2,755,472	2,869,385	2,413,792	2,413,792	-455,593
024 MAIN STREET RDA SPECIAL REVENUE FUND						
Property Taxes	1,226,564	1,236,661	1,122,029	1,242,000	1,242,000	119,971
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,226,564	1,236,661	1,122,029	1,242,000	1,242,000	119,971
031 CAPITAL IMPROVEMENT FUND						
Sales Tax	3,976,099	5,570,030	5,606,570	9,540,207	9,540,207	3,933,637
Planning Building & Engineering Fees	275,689	359,356	545,296	373,000	373,000	-172,296
Federal Revenue	11,140	1,044				
State Revenue	417,885	356,612	297,966	360,000	360,000	62,034
County/SP District Revenue	137,316	1,520,580	606,252	1,680,000	1,680,000	1,073,748
Misc. Revenues	243,697	1,081,786	402,036	1,198,000	1,198,000	795,964
Interfund Transactions (CIP/Debt)			2,160,620	2,357,042	2,357,042	196,422
Special Revenues & Resources	86,476	409,637	165,951	302,500	302,500	136,549
Bond Proceeds				60,300,000	60,300,000	60,300,000
Total 031 CAPITAL IMPROVEMENT FUND	5,148,303	9,299,045	9,784,691	76,110,749	76,110,749	66,326,058
033 REDEVELOPMENT AGENCY-LOWER PRK						
Misc. Revenues		1,981,900		6,000,000	6,000,000	6,000,000
Interfund Transactions (CIP/Debt)	1,504,360	1,504,360	1,473,028	1,641,125	1,547,125	74,097
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	1,504,360	3,486,260	1,473,028	7,641,125	7,547,125	6,074,097
034 REDEVELOPMENT AGENCY-MAIN ST						
Interfund Transactions (CIP/Debt)	689,337	689,337	689,337	752,000	752,000	62,663
Total 034 REDEVELOPMENT AGENCY-MAIN ST	689,337	689,337	689,337	752,000	752,000	62,663
038 EQUIPMENT REPLACEMENT CIP						
Misc. Revenues	115,153	36,332	63,079			-63,079

*represents Actuals from the beginning of the FY (July 1st) through May 10th, 2019

Revenues by Revenue Type- Q3 FY2019

May 10, 2019

Revenue Type	*YTD Actuals FY17	*YTD Actuals FY18	*YTD Actuals FY19	Annual Budget FY19	Adjusted Budget FY19	Remaining Budget FY19
Interfund Transactions (CIP/Debt)	938,388	984,225	984,225	1,073,700	1,073,700	89,475
Total 038 EQUIPMENT REPLACEMENT CIP	1,053,541	1,020,557	1,047,304	1,073,700	1,073,700	26,396
051 WATER FUND						
Planning Building & Engineering Fees	855,011	1,077,216	1,628,154	1,000,000	1,000,000	-628,154
Water Charges for Services	14,086,790	14,429,319	15,664,600	17,448,500	17,448,500	1,783,900
Misc. Revenues	172,762	290,863	242,837	178,023	178,023	-64,814
Special Revenues & Resources			203,305			-203,305
Bond Proceeds				12,500,000	12,500,000	12,500,000
Total 051 WATER FUND	15,114,563	15,797,398	17,738,896	31,126,523	31,126,523	13,387,627
052 STORM WATER FUND						
Water Charges for Services	794,610	1,043,597	1,306,330	1,250,000	1,250,000	-56,330
Special Revenues & Resources	8,249,613					
Total 052 STORM WATER FUND	9,044,223	1,043,597	1,306,330	1,250,000	1,250,000	-56,330
055 GOLF COURSE FUND						
County/SP District Revenue			60,000			-60,000
Recreation	1,174,321	1,211,155	1,034,670	1,519,596	1,519,596	484,926
Misc. Revenues	16,530	15,680	7,246	51,350	51,350	44,104
Interfund Transactions (CIP/Debt)	22,913	22,913	22,913	25,000	25,000	2,087
Total 055 GOLF COURSE FUND	1,213,764	1,249,748	1,124,829	1,595,946	1,595,946	471,117
057 TRANSPORTATION & PARKING FUND						
Sales Tax	4,595,502	4,836,761	4,235,355	5,551,893	5,551,893	1,316,538
Licenses	756,339	954,502	942,576	810,959	810,959	-131,617
Planning Building & Engineering Fees		14,000				
Special Event Fees	1,498	1,726	35,556			-35,556
Federal Revenue	7,529,731			5,838,251	5,838,251	5,838,251
Transit Charges for Services	2,512,833	3,937,231	5,574,318	6,186,031	6,186,031	611,713
Fines & Forfeitures	994,990	1,833,881	2,172,487	2,893,282	2,893,282	720,795
Misc. Revenues	66,562	327,393	83,620	309,643	309,643	226,023
Special Revenues & Resources	183,452	333,386	296,028	384,986	384,986	88,958

*represents Actuals from the beginning of the FY (July 1st) through May 10th, 2019

Revenues by Revenue Type- Q3 FY2019

May 10, 2019

Revenue Type	*YTD Actuals FY17	*YTD Actuals FY18	*YTD Actuals FY19	Annual Budget FY19	Adjusted Budget FY19	Remaining Budget FY19
Total 057 TRANSPORTATION & PARKING FUND	16,640,908	12,238,881	13,339,940	21,975,045	21,975,045	8,635,105
062 FLEET SERVICES FUND						
Interfund Transactions (Admin)	2,272,600	2,358,972	2,351,263	2,565,000	2,565,000	213,737
Total 062 FLEET SERVICES FUND	2,272,600	2,358,972	2,351,263	2,565,000	2,565,000	213,737
064 SELF INSURANCE FUND						
Misc. Revenues	236,500	252,087	252,087	275,000	275,000	22,913
Interfund Transactions (Admin)	629,739	811,767	951,181	1,041,733	1,033,674	82,493
Total 064 SELF INSURANCE FUND	866,239	1,063,854	1,203,268	1,316,733	1,308,674	105,406
070 SALES TAX REV BOND - DEBT SVS FUND						
Misc. Revenues	23,717	174,552	204,745			-204,745
Interfund Transactions (Admin)	146,718	146,509	148,225	161,703	161,703	13,478
Interfund Transactions (CIP/Debt)	1,917,619	1,922,976	4,256,323	4,858,763	4,858,763	602,440
Bond Proceeds		35,227,871	30,270,522			-30,270,522
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,088,054	37,471,907	34,879,815	5,020,466	5,020,466	-29,859,349
071 DEBT SERVICE FUND						
Property Taxes	4,220,158	6,432,184	6,036,374	6,036,374	6,036,374	
Misc. Revenues	58,998	55,491	50,318	52,197	52,197	1,879
Bond Proceeds	250,000		55,117,264			-55,117,264
Total 071 DEBT SERVICE FUND	4,529,156	6,487,675	61,203,956	6,088,571	6,088,571	-55,115,385
TOTAL	94,934,373	129,333,228	182,344,405	198,822,447	198,925,388	16,580,984

*represents Actuals from the beginning of the FY (July 1st) through May 10th, 2019

Audit Trial Balance
Period: 20 2019
FUND: 011 GENERAL FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
6010 TAXES AND SPECIAL ASSESSMENTS							
0101 GENERAL PROPERTY TAX	-10,379,165.00	-10,379,165.00	-10,362,073.41	0.00	-10,362,073.41	17,091.59	-9,844,538.56
0102 DELINQUENT PRIOR YEAR'S T	-597,000.00	-597,000.00	-574,841.02	0.00	-574,841.02	22,158.98	-831,133.43
0103 GENERAL SALES AND USE TAX	-8,845,170.00	-8,845,170.00	-4,405,304.35	0.00	-4,405,304.35	4,439,865.65	-5,915,330.77
0104 FRANCHISE TAXES	-3,322,000.00	-3,322,000.00	-2,472,106.42	0.00	-2,472,106.42	849,893.58	-3,147,847.36
0105 RESORT TAXES	-5,225,799.00	-5,225,799.00	-6,044,265.59	0.00	-6,044,265.59	-818,466.59	-7,332,584.21
TOTAL TAXES AND SPECIAL ASSESSMENTS	<u>-28,369,134.00</u>	<u>-28,369,134.00</u>	<u>-23,858,590.79</u>	<u>0.00</u>	<u>-23,858,590.79</u>	<u>4,510,543.21</u>	<u>-27,071,434.33</u>
6020 LICENSES AND PERMITS							
0201 BUSINESS LICENSES	-529,000.00	-529,000.00	-429,728.97	0.00	-429,728.97	99,271.03	-431,743.87
0202 BUILDING PERMITS	-1,734,000.00	-1,884,000.00	-1,946,333.98	0.00	-1,946,333.98	-62,333.98	-1,788,275.46
0203 PLAN APPLICATION FEES	-222,000.00	-222,000.00	-129,515.00	0.00	-129,515.00	92,485.00	-138,398.49
0204 BUILDING FEES	-866,000.00	-866,000.00	-911,454.13	0.00	-911,454.13	-45,454.13	-973,279.38
0299 OTHER	-110,000.00	-110,000.00	-73,375.20	0.00	-73,375.20	36,624.80	-58,971.10
TOTAL LICENSES AND PERMITS	<u>-3,461,000.00</u>	<u>-3,611,000.00</u>	<u>-3,490,407.28</u>	<u>0.00</u>	<u>-3,490,407.28</u>	<u>120,592.72</u>	<u>-3,390,668.30</u>
6030 INTERGOVERNMENTAL							
0301 STATE LIQUOR ALLOTMENT	-79,000.00	-79,000.00	-65,853.20	0.00	-65,853.20	13,146.80	-59,018.21
0302 STATE CONTRIBUTION	-16,000.00	-16,000.00	-25,266.56	0.00	-25,266.56	-9,266.56	-3,120.25
0304 FEDERAL CONTRIBUTION	-65,000.00	-65,000.00	-6,250.00	0.00	-6,250.00	58,750.00	-46,688.50
0306 RESTAURANT TAX GRANT	-22,000.00	-22,000.00	-5,000.00	0.00	-5,000.00	17,000.00	-17,000.00
TOTAL INTERGOVERNMENTAL	<u>-182,000.00</u>	<u>-182,000.00</u>	<u>-102,369.76</u>	<u>0.00</u>	<u>-102,369.76</u>	<u>79,630.24</u>	<u>-125,826.96</u>
6040 CHARGES FOR SERVICES							
0401 RECREATIONAL SERVICE FEES	-2,025,000.00	-2,025,000.00	-1,195,411.63	0.00	-1,195,411.63	829,588.37	-1,300,759.45
0402 REIMBURSABLE SERVICES	-92,000.00	-92,000.00	-40,529.59	0.00	-40,529.59	51,470.41	-57,470.32
0403 CEMETERY FEES AND PLOT SA	-35,000.00	-35,000.00	-11,210.00	0.00	-11,210.00	23,790.00	-27,480.00
0499 MISCELLANEOUS SERVICES	-2,000.00	-2,000.00	-1,699.50	0.00	-1,699.50	300.50	-1,706.03
TOTAL CHARGES FOR SERVICES	<u>-2,154,000.00</u>	<u>-2,154,000.00</u>	<u>-1,248,850.72</u>	<u>0.00</u>	<u>-1,248,850.72</u>	<u>905,149.28</u>	<u>-1,387,415.80</u>
6050 FINES AND FORFEITURES	-29,000.00	-29,000.00	-18,174.61	0.00	-18,174.61	10,825.39	-35,326.66
6170 MISCELLANEOUS	-808,000.00	-808,000.00	-975,458.20	0.00	-975,458.20	-167,458.20	-1,435,523.44
7034 INVESTMENT INCOME	-140,000.00	-140,000.00	-1,271.47	0.00	-1,271.47	138,728.53	-256,813.87
TOTAL REVENUES	<u>-35,143,134.00</u>	<u>-35,293,134.00</u>	<u>-29,695,122.83</u>	<u>0.00</u>	<u>-29,695,122.83</u>	<u>5,598,011.17</u>	<u>-33,703,009.36</u>
80 OTHER FINANCING (SOURCES) USES							
8030 TRANSFERS IN	-2,673,663.00	-2,673,663.00	-1,795,442.00	0.00	-1,795,442.00	878,221.00	-2,577,182.00
TOTAL OTHER FINANCING (SOURCES) USES	<u>-2,673,663.00</u>	<u>-2,673,663.00</u>	<u>-1,795,442.00</u>	<u>0.00</u>	<u>-1,795,442.00</u>	<u>878,221.00</u>	<u>-2,577,182.00</u>
TOTAL FUND: 011 GENERAL FUND	<u><u>-37,816,797.00</u></u>	<u><u>-37,966,797.00</u></u>	<u><u>-31,490,564.83</u></u>	<u><u>0.00</u></u>	<u><u>-31,490,564.83</u></u>	<u><u>6,476,232.17</u></u>	<u><u>-36,280,191.36</u></u>

Audit Trial Balance
Period: 20 2019
FUND: 012 QUINNS RECREATION COMPLEX

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
6040 CHARGES FOR SERVICES							
1010 EXECUTIVE	-834,000.00	-889,000.00	-662,884.65	0.00	-662,884.65	226,115.35	-837,817.50
TOTAL CHARGES FOR SERVICES	<u>-834,000.00</u>	<u>-889,000.00</u>	<u>-662,884.65</u>	<u>0.00</u>	<u>-662,884.65</u>	<u>226,115.35</u>	<u>-837,817.50</u>
6170 MISCELLANEOUS							
1010 EXECUTIVE	0.00	0.00	70.79	0.00	70.79	70.79	29.18
TOTAL MISCELLANEOUS	<u>0.00</u>	<u>0.00</u>	<u>70.79</u>	<u>0.00</u>	<u>70.79</u>	<u>70.79</u>	<u>29.18</u>
TOTAL REVENUES	<u>-834,000.00</u>	<u>-889,000.00</u>	<u>-662,813.86</u>	<u>0.00</u>	<u>-662,813.86</u>	<u>226,186.14</u>	<u>-837,788.32</u>
TOTAL FUND: 012 QUINNS RECREATION COMPLEX	<u><u>-834,000.00</u></u>	<u><u>-889,000.00</u></u>	<u><u>-662,813.86</u></u>	<u><u>0.00</u></u>	<u><u>-662,813.86</u></u>	<u><u>226,186.14</u></u>	<u><u>-837,788.32</u></u>

Audit Trial Balance

Period: 20 2019

FUND: 021 POLICE SPECIAL REVENUE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
6080 MISCELLANEOUS							
2010 POLICE DEPARTMENT	0.00	0.00	0.00	0.00	0.00	0.00	-800.00
TOTAL MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00	-800.00
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	-800.00
TOTAL FUND: 021 POLICE SPECIAL REVENUE FUND	0.00	0.00	0.00	0.00	0.00	0.00	-800.00

Audit Trial Balance

Period: 20 2019

FUND: 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
6170 MISCELLANEOUS	0.00	0.00	-56,954.58	0.00	-56,954.58	-56,954.58	-22,948.20
TOTAL REVENUES	0.00	0.00	-56,954.58	0.00	-56,954.58	-56,954.58	-22,948.20
TOTAL FUND: 022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	0.00	0.00	-56,954.58	0.00	-56,954.58	-56,954.58	-22,948.20

Audit Trial Balance

Period: 20 2019

FUND: 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
6010 TAXES AND SPECIAL ASSESSMENTS	-2,413,792.00	-2,413,792.00	-2,869,384.71	0.00	-2,869,384.71	-455,592.71	-2,763,710.05
7034 INVESTMENT INCOME	0.00	0.00	0.00	0.00	0.00	0.00	-16,432.34
TOTAL REVENUES	-2,413,792.00	-2,413,792.00	-2,869,384.71	0.00	-2,869,384.71	-455,592.71	-2,780,142.39
TOTAL FUND: 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	<u>-2,413,792.00</u>	<u>-2,413,792.00</u>	<u>-2,869,384.71</u>	<u>0.00</u>	<u>-2,869,384.71</u>	<u>-455,592.71</u>	<u>-2,780,142.39</u>

Audit Trial Balance

Period: 20 2019

FUND: 024 MAIN STREET RDA SPECIAL REVENUE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
6010 TAXES AND SPECIAL ASSESSMENTS	-1,242,000.00	-1,242,000.00	-1,122,028.93	0.00	-1,122,028.93	119,971.07	-1,277,776.83
7034 INVESTMENT INCOME	0.00	0.00	0.00	0.00	0.00	0.00	-11,529.28
TOTAL REVENUES	-1,242,000.00	-1,242,000.00	-1,122,028.93	0.00	-1,122,028.93	119,971.07	-1,289,306.11
TOTAL FUND: 024 MAIN STREET RDA SPECIAL REVENUE FUND	-1,242,000.00	-1,242,000.00	-1,122,028.93	0.00	-1,122,028.93	119,971.07	-1,289,306.11

Audit Trial Balance
Period: 20 2019
FUND: 031 CAPITAL IMPROVEMENT FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
6010 TAXES AND SPECIAL ASSESSMENTS							
0105 RESORT TAXES	-9,540,207.00	-9,540,207.00	-5,606,569.74	0.00	-5,606,569.74	3,933,637.26	-7,159,183.49
TOTAL TAXES AND SPECIAL ASSESSMENTS	-9,540,207.00	-9,540,207.00	-5,606,569.74	0.00	-5,606,569.74	3,933,637.26	-7,159,183.49
6030 INTERGOVERNMENTAL	-2,040,000.00	-2,040,000.00	-904,218.09	0.00	-904,218.09	1,135,781.91	-2,953,384.94
6060 INVESTMENT INCOME	-20,000.00	-20,000.00	-117,048.34	0.00	-117,048.34	-97,048.34	-604,764.80
6070 IMPACT FEES	-373,000.00	-373,000.00	-545,296.46	0.00	-545,296.46	-172,296.46	-432,381.34
6170 MISCELLANEOUS	-60,780,500.00	-60,780,500.00	-284,148.11	0.00	-284,148.11	60,496,351.89	-1,007,072.75
TOTAL REVENUES	-72,753,707.00	-72,753,707.00	-7,457,280.74	0.00	-7,457,280.74	65,296,426.26	-12,156,787.32
80 OTHER FINANCING (SOURCES) USES							
8025 PROCEEDS FROM SALE OF ASSETS	-1,000,000.00	-1,000,000.00	-166,791.15	0.00	-166,791.15	833,208.85	-3,490,905.51
8030 TRANSFERS IN	-2,357,042.00	-2,357,042.00	-2,160,620.00	0.00	-2,160,620.00	196,422.00	-33,203,271.00
TOTAL OTHER FINANCING (SOURCES) USES	-3,357,042.00	-3,357,042.00	-2,327,411.15	0.00	-2,327,411.15	1,029,630.85	-36,694,176.51
TOTAL FUND: 031 CAPITAL IMPROVEMENT FUND	-76,110,749.00	-76,110,749.00	-9,784,691.89	0.00	-9,784,691.89	66,326,057.11	-48,850,963.83

Audit Trial Balance

Period: 20 2019

FUND: 033 REDEVELOPMENT AGENCY-LOWER PRK

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
6060 INVESTMENT INCOME	0.00	0.00	0.00	0.00	0.00	0.00	-12,740.66
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	-12,740.66
80 OTHER FINANCING (SOURCES) USES							
8025 PROCEEDS FROM SALE OF ASSETS	-6,000,000.00	-6,000,000.00	0.00	0.00	0.00	6,000,000.00	-1,981,899.86
8030 TRANSFERS IN	-1,641,125.00	-1,547,125.00	-1,473,028.00	0.00	-1,473,028.00	74,097.00	-1,641,125.00
TOTAL OTHER FINANCING (SOURCES) USES	-7,641,125.00	-7,547,125.00	-1,473,028.00	0.00	-1,473,028.00	6,074,097.00	-3,623,024.86
TOTAL FUND: 033 REDEVELOPMENT AGENCY-LOWER PRK	<u>-7,641,125.00</u>	<u>-7,547,125.00</u>	<u>-1,473,028.00</u>	<u>0.00</u>	<u>-1,473,028.00</u>	<u>6,074,097.00</u>	<u>-3,635,765.52</u>

Audit Trial Balance

Period: 20 2019

FUND: 034 REDEVELOPMENT AGENCY-MAIN ST

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
7034 INVESTMENT INCOME	0.00	0.00	0.00	0.00	0.00	0.00	-17,021.84
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	-17,021.84
80 OTHER FINANCING (SOURCES) USES							
8030 TRANSFERS IN	-752,000.00	-752,000.00	-689,337.00	0.00	-689,337.00	62,663.00	-752,000.00
TOTAL OTHER FINANCING (SOURCES) USES	-752,000.00	-752,000.00	-689,337.00	0.00	-689,337.00	62,663.00	-752,000.00
TOTAL FUND: 034 REDEVELOPMENT AGENCY-MAIN ST	<u>-752,000.00</u>	<u>-752,000.00</u>	<u>-689,337.00</u>	<u>0.00</u>	<u>-689,337.00</u>	<u>62,663.00</u>	<u>-769,021.84</u>

Audit Trial Balance
Period: 20 2019
FUND: 035 BUILDING AUTHORITY

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
7034 INVESTMENT INCOME	0.00	0.00	0.00	0.00	0.00	0.00	-6,154.77
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	-6,154.77
TOTAL FUND: 035 BUILDING AUTHORITY	0.00	0.00	0.00	0.00	0.00	0.00	-6,154.77

Audit Trial Balance

Period: 20 2019

FUND: 036 PARK CITY HOUSING AUTHORITY

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
TOTAL FUND: 036 PARK CITY HOUSING AUTHORITY	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Audit Trial Balance
Period: 20 2019
FUND: 038 EQUIPMENT REPLACEMENT CIP

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
80 OTHER FINANCING (SOURCES) USES							
8025 PROCEEDS FROM SALE OF ASSETS	0.00	0.00	-63,078.75	0.00	-63,078.75	-63,078.75	-80,989.00
8030 TRANSFERS IN	-1,073,700.00	-1,073,700.00	-984,225.00	0.00	-984,225.00	89,475.00	-1,073,700.00
TOTAL OTHER FINANCING (SOURCES) USES	-1,073,700.00	-1,073,700.00	-1,047,303.75	0.00	-1,047,303.75	26,396.25	-1,154,689.00
TOTAL FUND: 038 EQUIPMENT REPLACEMENT CIP	<u>-1,073,700.00</u>	<u>-1,073,700.00</u>	<u>-1,047,303.75</u>	<u>0.00</u>	<u>-1,047,303.75</u>	<u>26,396.25</u>	<u>-1,154,689.00</u>

Audit Trial Balance
Period: 20 2019
FUND: 051 WATER FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
41 OPERATING REVENUES							
6110 FLAT RATE AND METERED WATER	-17,448,500.00	-17,448,500.00	-15,707,900.29	0.00	-15,707,900.29	1,740,599.71	-17,924,616.38
TOTAL OPERATING REVENUES	-17,448,500.00	-17,448,500.00	-15,707,900.29	0.00	-15,707,900.29	1,740,599.71	-17,924,616.38
70 NONOPERATING (REVENUES) EXPENSES							
6060 INVESTMENT INCOME	0.00	0.00	-123,431.86	0.00	-123,431.86	-123,431.86	-208,886.66
6080 MISCELLANEOUS	-178,023.00	-178,023.00	-76,104.88	0.00	-76,104.88	101,918.12	-166,273.60
7038 (GAIN)/LOSS ON SALE OF CAPITAL ASSET	0.00	0.00	0.00	0.00	0.00	0.00	-7,087.50
TOTAL NONOPERATING (REVENUES) EXPENSES	-178,023.00	-178,023.00	-199,536.74	0.00	-199,536.74	-21,513.74	-382,247.76
78 CAPITAL CONTRIBUTIONS							
8049 CAPITAL CONTRIBUTIONS	-1,000,000.00	-1,000,000.00	-1,831,459.45	0.00	-1,831,459.45	-831,459.45	-1,255,339.99
TOTAL CAPITAL CONTRIBUTIONS	-1,000,000.00	-1,000,000.00	-1,831,459.45	0.00	-1,831,459.45	-831,459.45	-1,255,339.99
80 OTHER FINANCING (SOURCES) USES							
8050 DEBT ISSUANCE	-12,500,000.00	-12,500,000.00	0.00	0.00	0.00	12,500,000.00	0.00
TOTAL OTHER FINANCING (SOURCES) USES	-12,500,000.00	-12,500,000.00	0.00	0.00	0.00	12,500,000.00	0.00
TOTAL REVENUES	-31,126,523.00	-31,126,523.00	-17,738,896.48	0.00	-17,738,896.48	13,387,626.52	-19,562,204.13
TOTAL FUND: 051 WATER FUND	-31,126,523.00	-31,126,523.00	-17,738,896.48	0.00	-17,738,896.48	13,387,626.52	-19,562,204.13

Audit Trial Balance
Period: 20 2019
FUND: 052 STORM WATER FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
41 OPERATING REVENUES							
6122 STORM WATER	-1,250,000.00	-1,250,000.00	-1,306,330.40	0.00	-1,306,330.40	-56,330.40	-1,277,767.07
TOTAL OPERATING REVENUES	-1,250,000.00	-1,250,000.00	-1,306,330.40	0.00	-1,306,330.40	-56,330.40	-1,277,767.07
70 NONOPERATING (REVENUES) EXPENSES							
6060 INVESTMENT INCOME	0.00	0.00	0.00	0.00	0.00	0.00	-6,480.68
TOTAL NONOPERATING (REVENUES) EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	-6,480.68
TOTAL REVENUES	-1,250,000.00	-1,250,000.00	-1,306,330.40	0.00	-1,306,330.40	-56,330.40	-1,284,247.75
TOTAL FUND: 052 STORM WATER FUND	-1,250,000.00	-1,250,000.00	-1,306,330.40	0.00	-1,306,330.40	-56,330.40	-1,284,247.75

Audit Trial Balance
Period: 20 2019
FUND: 054 RECREATION FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FUND: 054 RECREATION FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Audit Trial Balance
Period: 20 2019
FUND: 055 GOLF COURSE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
41 OPERATING REVENUES							
6130 GOLF COURSE FEES	-881,218.00	-881,218.00	-626,848.83	0.00	-626,848.83	254,369.17	-900,278.82
6140 GOLF CART FEES	-226,771.00	-226,771.00	-178,015.31	0.00	-178,015.31	48,755.69	-249,658.55
6145 DRIVING RANGE FEES	-59,807.00	-59,807.00	-37,746.77	0.00	-37,746.77	22,060.23	-53,623.28
6170 MISCELLANEOUS	-401,800.00	-401,800.00	-199,304.81	0.00	-199,304.81	202,495.19	-308,747.74
TOTAL OPERATING REVENUES	-1,569,596.00	-1,569,596.00	-1,041,915.72	0.00	-1,041,915.72	527,680.28	-1,512,308.39
70 NONOPERATING (REVENUES) EXPENSES							
6060 INVESTMENT INCOME	-1,350.00	-1,350.00	0.00	0.00	0.00	1,350.00	-9,257.14
TOTAL NONOPERATING (REVENUES) EXPENSES	-1,350.00	-1,350.00	0.00	0.00	0.00	1,350.00	-9,257.14
78 CAPITAL CONTRIBUTIONS							
8049 CAPITAL CONTRIBUTIONS	0.00	0.00	-60,000.00	0.00	-60,000.00	-60,000.00	0.00
TOTAL CAPITAL CONTRIBUTIONS	0.00	0.00	-60,000.00	0.00	-60,000.00	-60,000.00	0.00
80 OTHER FINANCING (SOURCES) USES							
8030 TRANSFERS IN	-25,000.00	-25,000.00	-22,913.00	0.00	-22,913.00	2,087.00	-25,000.00
TOTAL OTHER FINANCING (SOURCES) USES	-25,000.00	-25,000.00	-22,913.00	0.00	-22,913.00	2,087.00	-25,000.00
TOTAL REVENUES	-1,595,946.00	-1,595,946.00	-1,124,828.72	0.00	-1,124,828.72	471,117.28	-1,546,565.53
TOTAL FUND: 055 GOLF COURSE FUND	-1,595,946.00	-1,595,946.00	-1,124,828.72	0.00	-1,124,828.72	471,117.28	-1,546,565.53

Audit Trial Balance
Period: 20 2019
FUND: 057 TRANSPORTATION & PARKING FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
41 OPERATING REVENUES							
6050 FINES AND FORFEITURES	-202,624.00	-202,624.00	-86,506.09	0.00	-86,506.09	116,117.91	-239,977.97
6055 PARKING REVENUE	-2,703,158.00	-2,703,158.00	-2,121,646.78	0.00	-2,121,646.78	581,511.22	-2,264,684.51
6057 TRANSPORTATION REVENUE	-6,186,031.00	-6,186,031.00	-5,574,317.80	0.00	-5,574,317.80	611,713.20	-6,247,276.29
6080 MISCELLANEOUS	-52,431.00	-52,431.00	-83,510.10	0.00	-83,510.10	-31,079.10	-81,136.71
6160 BUSINESS LICENSES	-810,959.00	-810,959.00	-942,576.30	0.00	-942,576.30	-131,617.30	-956,011.15
TOTAL OPERATING REVENUES	-9,955,203.00	-9,955,203.00	-8,808,557.07	0.00	-8,808,557.07	1,146,645.93	-9,789,086.63
70 NONOPERATING (REVENUES) EXPENSES							
6030 INTERGOVERNMENTAL	-5,838,251.00	-5,838,251.00	0.00	0.00	0.00	5,838,251.00	-2,686,153.50
6059 TRANSIT AND RESORT SALES TAX	-5,551,893.00	-5,551,893.00	-4,235,354.72	0.00	-4,235,354.72	1,316,538.28	-5,617,864.97
6060 INVESTMENT INCOME	-171,149.00	-171,149.00	0.00	0.00	0.00	171,149.00	-148,002.11
7038 (GAIN)/LOSS ON SALE OF CAPITAL ASSET	-73,563.00	-73,563.00	0.00	0.00	0.00	73,563.00	-11,344.75
TOTAL NONOPERATING (REVENUES) EXPENSES	-11,634,856.00	-11,634,856.00	-4,235,354.72	0.00	-4,235,354.72	7,399,501.28	-8,463,365.33
78 CAPITAL CONTRIBUTIONS							
8049 CAPITAL CONTRIBUTIONS	-384,986.00	-384,986.00	-296,028.40	0.00	-296,028.40	88,957.60	-805,271.56
TOTAL CAPITAL CONTRIBUTIONS	-384,986.00	-384,986.00	-296,028.40	0.00	-296,028.40	88,957.60	-805,271.56
TOTAL REVENUES	-21,975,045.00	-21,975,045.00	-13,339,940.19	0.00	-13,339,940.19	8,635,104.81	-19,057,723.52
TOTAL FUND: 057 TRANSPORTATION & PARKING FUND	-21,975,045.00	-21,975,045.00	-13,339,940.19	0.00	-13,339,940.19	8,635,104.81	-19,057,723.52

Audit Trial Balance
Period: 20 2019
FUND: 062 FLEET SERVICES FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
41 OPERATING REVENUES							
6180 INTERNAL SERVICE FEES	-2,565,000.00	-2,565,000.00	-2,351,263.00	0.00	-2,351,263.00	213,737.00	-2,565,000.00
TOTAL OPERATING REVENUES	-2,565,000.00	-2,565,000.00	-2,351,263.00	0.00	-2,351,263.00	213,737.00	-2,565,000.00
TOTAL REVENUES	-2,565,000.00	-2,565,000.00	-2,351,263.00	0.00	-2,351,263.00	213,737.00	-2,565,000.00
TOTAL FUND: 062 FLEET SERVICES FUND	<u>-2,565,000.00</u>	<u>-2,565,000.00</u>	<u>-2,351,263.00</u>	<u>0.00</u>	<u>-2,351,263.00</u>	<u>213,737.00</u>	<u>-2,565,000.00</u>

Audit Trial Balance

Period: 20 2019

FUND: 063 EQUIPMENT REPLACEMENT FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FUND: 063 EQUIPMENT REPLACEMENT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Audit Trial Balance
Period: 20 2019
FUND: 064 SELF INSURANCE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
41 OPERATING REVENUES							
6180 INTERNAL SERVICE FEES	-1,316,733.00	-1,308,674.00	-1,203,268.00	0.00	-1,203,268.00	105,406.00	-1,160,556.00
TOTAL OPERATING REVENUES	-1,316,733.00	-1,308,674.00	-1,203,268.00	0.00	-1,203,268.00	105,406.00	-1,160,556.00
TOTAL REVENUES	-1,316,733.00	-1,308,674.00	-1,203,268.00	0.00	-1,203,268.00	105,406.00	-1,160,556.00
TOTAL FUND: 064 SELF INSURANCE FUND	-1,316,733.00	-1,308,674.00	-1,203,268.00	0.00	-1,203,268.00	105,406.00	-1,160,556.00

Audit Trial Balance
Period: 20 2019
FUND: 067 CIRCUIT COURT FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FUND: 067 CIRCUIT COURT FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Audit Trial Balance

Period: 20 2019

FUND: 070 SALES TAX REV BOND - DEBT SVS FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
7034 INVESTMENT INCOME	0.00	0.00	-204,745.34	0.00	-204,745.34	-204,745.34	-195,670.45
TOTAL REVENUES	0.00	0.00	-204,745.34	0.00	-204,745.34	-204,745.34	-195,670.45
80 OTHER FINANCING (SOURCES) USES							
8030 TRANSFERS IN	-5,020,466.00	-5,020,466.00	-4,404,548.00	0.00	-4,404,548.00	615,918.00	-5,027,357.00
8050 DEBT ISSUANCE	0.00	0.00	-26,775,000.00	0.00	-26,775,000.00	-26,775,000.00	-31,940,000.00
8052 PREMIUM ON DEBT ISSUANCE	0.00	0.00	-3,495,522.00	0.00	-3,495,522.00	-3,495,522.00	-3,287,870.55
TOTAL OTHER FINANCING (SOURCES) USES	-5,020,466.00	-5,020,466.00	-34,675,070.00	0.00	-34,675,070.00	-29,654,604.00	-40,255,227.55
TOTAL FUND: 070 SALES TAX REV BOND - DEBT SVS FUND	<u>-5,020,466.00</u>	<u>-5,020,466.00</u>	<u>-34,879,815.34</u>	<u>0.00</u>	<u>-34,879,815.34</u>	<u>-29,859,349.34</u>	<u>-40,450,898.00</u>

Audit Trial Balance
Period: 20 2019
FUND: 071 DEBT SERVICE FUND

	Original Budget	Revised Budget	Actual	Reclass	Revised Actual	Variance	Prior Year
40 REVENUES							
6010 TAXES AND SPECIAL ASSESSMENTS	-6,036,374.00	-6,036,374.00	-6,036,374.00	0.00	-6,036,374.00	0.00	-6,432,184.00
6060 INVESTMENT INCOME	0.00	0.00	-1,460.93	0.00	-1,460.93	-1,460.93	-1,729.15
6080 MISCELLANEOUS	-52,197.00	-52,197.00	-48,856.62	0.00	-48,856.62	3,340.38	-53,765.38
TOTAL REVENUES	-6,088,571.00	-6,088,571.00	-6,086,691.55	0.00	-6,086,691.55	1,879.45	-6,487,678.53
80 OTHER FINANCING (SOURCES) USES							
8050 DEBT ISSUANCE	0.00	0.00	-44,000,000.00	0.00	-44,000,000.00	-44,000,000.00	0.00
8051 REFUNDING BONDS ISSUED	0.00	0.00	-4,290,000.00	0.00	-4,290,000.00	-4,290,000.00	0.00
8052 PREMIUM ON DEBT ISSUANCE	0.00	0.00	-6,827,263.65	0.00	-6,827,263.65	-6,827,263.65	0.00
TOTAL OTHER FINANCING (SOURCES) USES	0.00	0.00	-55,117,263.65	0.00	-55,117,263.65	-55,117,263.65	0.00
TOTAL FUND: 071 DEBT SERVICE FUND	-6,088,571.00	-6,088,571.00	-61,203,955.20	0.00	-61,203,955.20	-55,115,384.20	-6,487,678.53

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Mike McComb

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

2019 Spring Runoff Update

Suggested Action:

Information only

Attachments:

[Spring Runoff Staff Report](#)



City Council Staff Communications Report

Subject: 2019 Spring Runoff
Authors: Mike McComb & Troy Dayley
Department: Emergency Management & Storm Water
Date: May 17, 2019
Type of Item: Informational

Background: The 2018-19 winter produced a significant amount of snowpack which may impact our spring runoff. With this year's area snowpack reaching 142-162% of the 1981-2010 average, staff wanted to provide Council and the community updated information on current conditions and the availability of sandbags for use by the community. As spring temperatures continue to rise, runoff has the potential to increase quickly. The higher than normal snow pack doesn't necessarily mean flooding is imminent, however. This year's snowpack melt pattern is currently following a similar pattern to that observed in 1998, which is an overall slightly slower rate than the 30-year average (1981-2010).

As of May 16, National Weather Service (NWS) reports that the current active weather pattern in our area, bringing forecasted lower-than-average temperatures and periods of mixed precipitation over the next 7-10 days, is likely to slow down or temporarily pause the smooth melt-off process we have experienced so far this season. There is potential for this weather system to add 3-4" snow-water equivalent at higher elevations, and potentially more snow at mid- to lower elevations. The duration of the active weather pattern could put us into late May or early June, when seasonal daily temperatures are higher – so there is a possible scenario in which a high volume of water is coming off the mountains in a short period of time.

In case of a faster-than-expected melt rate, the Streets and Storm Water staff continue inspecting 27 key locations twice per day throughout the spring runoff period. There has not been any significant debris loading at the locations inspected to date, however. Additionally, as a precaution, a leased excavator has been pre-positioned at the top of Daly Avenue in the event rapid clearing of debris is required at that location.

In an effort to provide more context, current measurements follow:

The U.S. Department of Agriculture's snow telemetry (SNOTEL) site at Thaynes Canyon (located at 9230 feet altitude) shows a Snow-Water Equivalent (SWE) of 19.9 inches as of May 17, with a three-day average melt rate of -1.0 inches per 24-hour period. The Brighton SNOTEL site (located at 8750 feet) shows a SWE of 17.5 inches, with a three-day average melt rate of -1.5 inches per day. Chart measurements from these sites, and a comparison to average precipitation accumulation and past-year SWE values from 1981-2010 are included as Attachment A.

Streamflow conditions from local gages operated by the U.S. Geological Survey indicate:

- McLeod Creek, located on the northwestern corner of Quarry Mountain along Highway 224, currently at 7.32 feet, gage height fluctuating between 6.69 and 7.59 feet the period of May 10-17 (flood stage is 8.9 feet).
- East Canyon Creek just north of I-80 and west of the Highway 40 overpass, currently at 6.2 feet, gage height fluctuating between 5.78 and 6.22 feet the period of May 10-17 (flood stage is 9.3 feet).
- Silver Creek near Silver Springs Junction, currently at 5.99 feet, gage height fluctuating between 4.55 and 5.99 feet the period of May 10-17 (flood stage is 9.0 feet).

Sandbags are available at Public Works to help respond to what could be a high water runoff year.

Who: Park City residents and business.

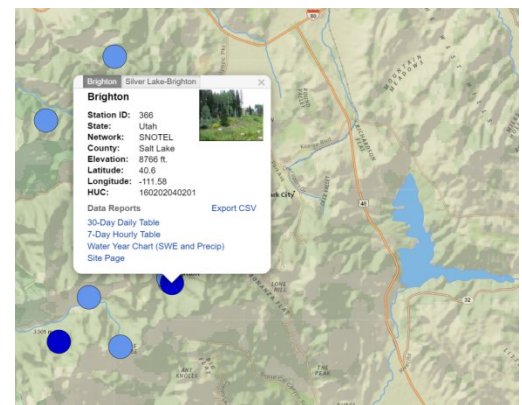
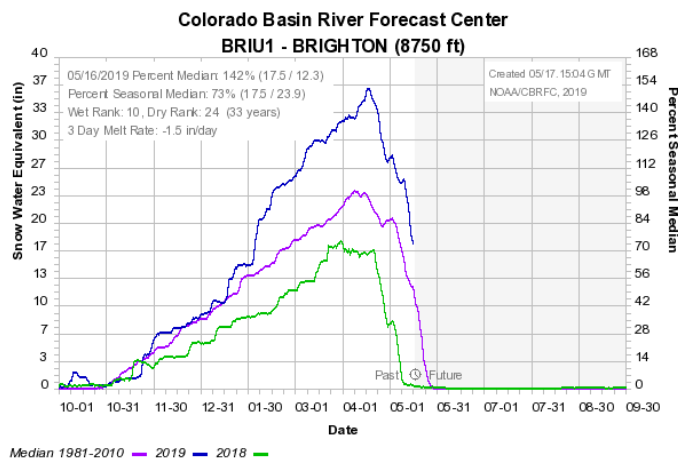
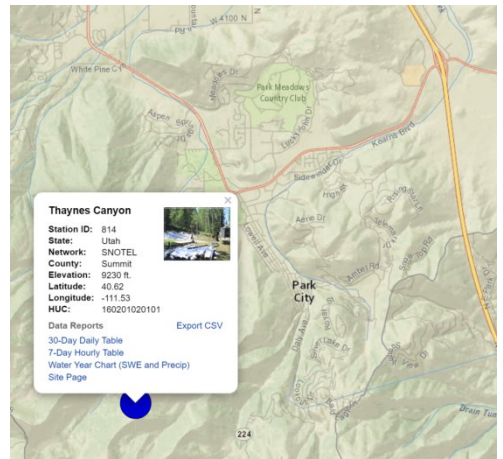
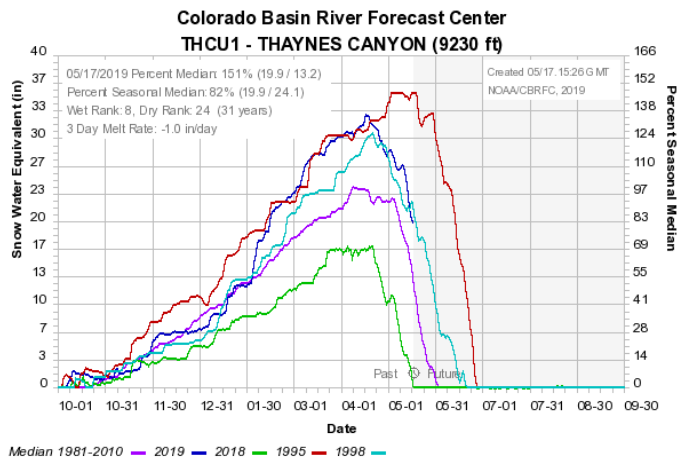
What: Park City residents and businesses for pick up with a limit of 25 prefilled bags (per address) with the option to fill additional bags themselves, free of charge, if needed. Home and business owners can help by inspecting ditches that run through their property, removing debris that might impede flow as well as removing rocks that they may have placed to make water features until end of spring runoff.

When: In progress, and continuing through the duration of spring runoff.

Where: Public Works, 1053 Iron Horse Drive, 615-5320. Please check in at the front desk. A log will be kept to track quantity of bags provided to specific addresses and to assist the Stormwater team in investigating areas of possible flood and to attempt to resolve the issue(s).

Recommendation:

This is informational and no recommendation is proposed at this time



Current Regional River Conditions as of 5/17



River Conditions

Data Updated: 05/17/15Z [Help](#)

☒ Show [Hide Other Types](#)

☐ Data

☒ Forecast

☒ Reservoir Inflow

☒ Reservoir Outflow

☒ Official Flood

☒ Active

☒ Not Available

☒ Normal

☒ Significant Rise

☒ Near Action

☒ Above Action

☒ Above Flood Stage

☒ Outlook (> 3 days)

☐ Popup Alerts

[Snow Conditions](#)

[Water Supply Forecasts](#)

[Peak Flood Probability](#)

[Reservoir Conditions](#)

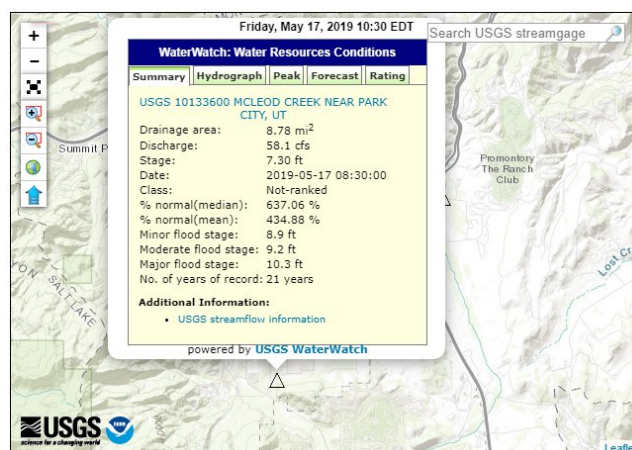
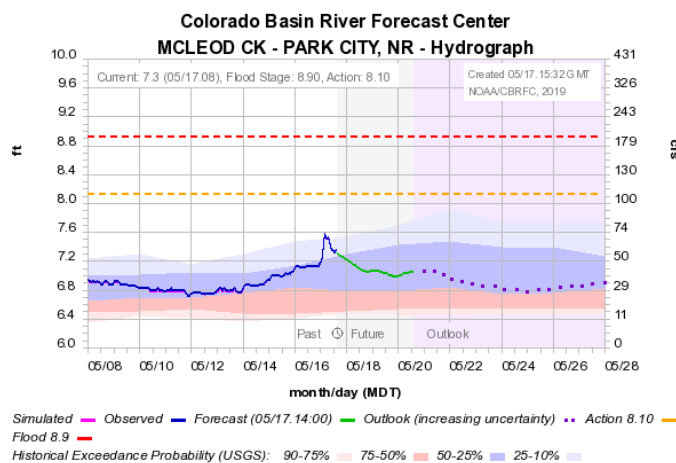
[Daily Precipitation](#)

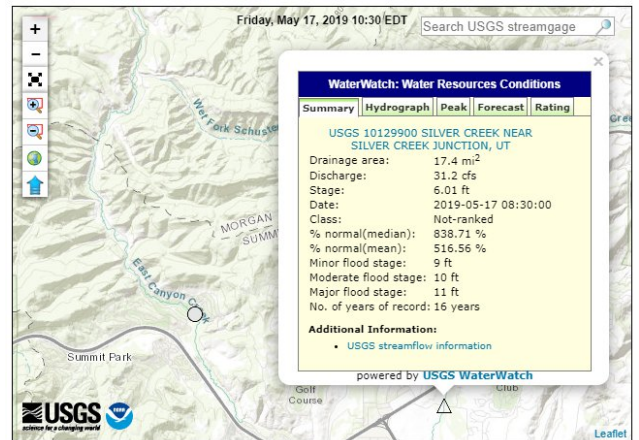
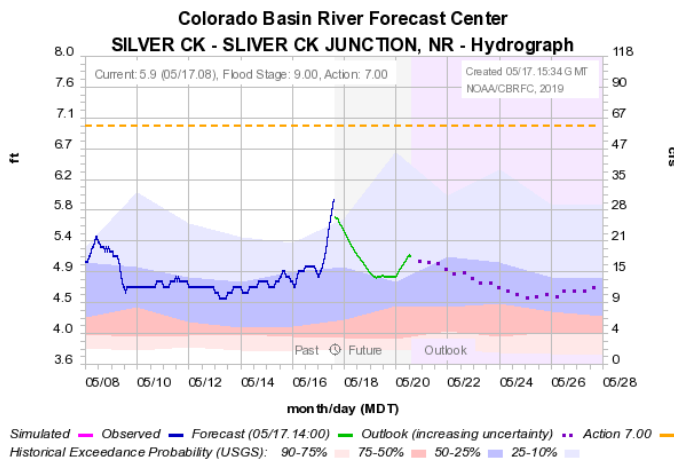
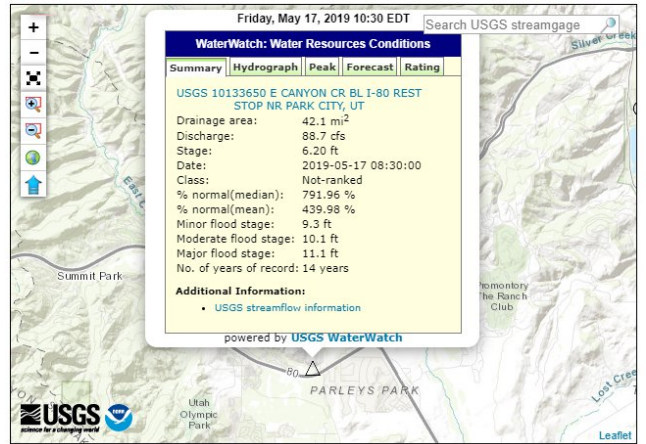
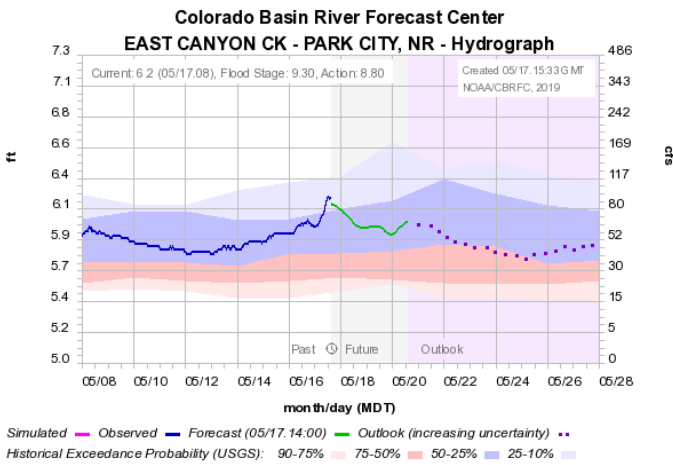
[Monthly Precipitation](#)

[Soil Moisture](#)

[Map Options](#)

[Search Points](#)





Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Kirsten Whetstone

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Park City Heights Neighborhood Park Update

Suggested Action:

Staff Communication

Attachments:

[Park City Heights Neighborhood Park Staff Report](#)

[Landscape Park Plans](#)



City Council Staff Communications Report

Subject: Park City Heights Park
Author: Kirsten Whetstone, MS, AICP
Department: Planning
Date: May 30, 2019

As a condition of approval of the Park City Heights Master Planned Development, the developer is required to construct a Neighborhood Park on the property to be dedicated to the City upon completion. Staff and the developer, Ivory Development, began meeting with the Recreation Advisory Board (RAB) in 2016 to identify park elements and begin to layout the park plan.

In October of 2018, the RAB provided input on draft plans presented by the developer and requested specific changes. On January 29, 2019, the RAB approved the revised plans providing direction on uses, site layout, playground equipment, pickle ball courts and dog park amenities. Proposed park layout and outdoor equipment are consistent with the Park City Heights Development Agreement. The park consists of the following items:

- Two pickle ball courts (with a third future site reserved)
- Basketball hoop within one of the pickle ball courts
- Shade structure and picnic pavilion with tables
- Dog park
- Drinking fountains (people and dogs),
- Various playground equipment
- Open field/grass areas
- Walkways and water efficient landscaping and irrigation

Public restrooms are provided at the adjacent clubhouse with exterior access for the park users. Recreational lighting of courts and playground equipment is not proposed. Construction of connector trails to the Rail Trail is expected to commence this summer. The park is subject to all rules and regulations for public parks as provided for in the Park City Municipal Code including hours, uses, standard of conduct, use for special events, etc.

On April 30, 2019, the Planning Department held an administrative hearing and approved a Conditional Use Permit for the Park City Heights Park. The developer recently submitted plans for a building permit (grading, landscaping and flat work) and intends to commence construction in June once the permit is approved. Construction is anticipated to be completed this fall. Building permit plans, including irrigation details, are currently being reviewed by Building, Planning, Engineering, Parks and Recreation and Public Works. The park will be conveyed to the City prior to final sign-off of completed improvements and prior to release of a financial guarantee.

- EVERGREEN TREES**
- Juniperus scopulorum
Rocky Mountain Juniper
 - Picea abies 'Cupressina' Columnar
Columnar Norway Spruce
 - Pinus Nigra
Austrian Pine
- EVERGREEN SHRUBS**
- Juniperus horizontalis 'Blue Chip'
Blue Chip Juniper
 - Pinus mugo 'Big Tuna'
Big Tuna Pine Mugo
 - Pinus mugo 'Slowmound'
Slowmound Mugo Pine
 - Pinus mugo mugs 'Dwarf'
Dwarf Mugo Pine
- LARGE SHRUBS 7-9' SPREAD**
- Cornus alba 'Argenteo marginata'
Variegated Dogwood
 - Euonymus alatus compacta
Dwarf Burning Bush
 - Rhus glabra
Smooth Sumac
 - Syringa vulgaris
Common Purple Lilac

- MED. SHRUBS 5-7' SPREAD**
- Potentilla fruticosa 'Jackmanii'
Jackman Potentilla
 - Cornus sericea 'Alleman's Compact'
Alleman's Red Osier Dogwood
 - Salix purpurea nana
Blue Arctic Willow
- SMALL SHRUBS 2-5' SPREAD**
- Caryopteris x clandonensis 'Dark Knight'
Dark Knight Blue Mist Spirea
 - Cornus sericea 'Kelsey'
Kelsey Red Osier Dogwood
 - Ribes alpinium
Alpine Currant
 - Ribes alpinium 'Green Mound;
Green Mound Alpine Currant
 - Rosa woodsii
Wood's Rose
 - Spiraea japonica 'Goldflame'
Goldflame Spirea
 - Spiraea bumalda 'Anthony Waterer'
Anthony Waterer Spirea

- GRASSES**
- Chasmanthium latifolium 'River Mist'
River Mist Woods Oats Grass
 - Miscanthus sinensis 'gracillimus'
Maiden Hair Grass
 - Miscanthus sinensis purpurascens
Flame Grass
 - Panicum virgatum 'Heavy Metal'
Heavy Metal Switch Grass
 - Panicum virgatum 'Prairie Sky'
Prairie Sky Switch Grass
 - Panicum virgatum 'Shenandoah'
Shenandoah Switch Grass
 - Pennisetum alopecuroides
Hameln Fountain Grass

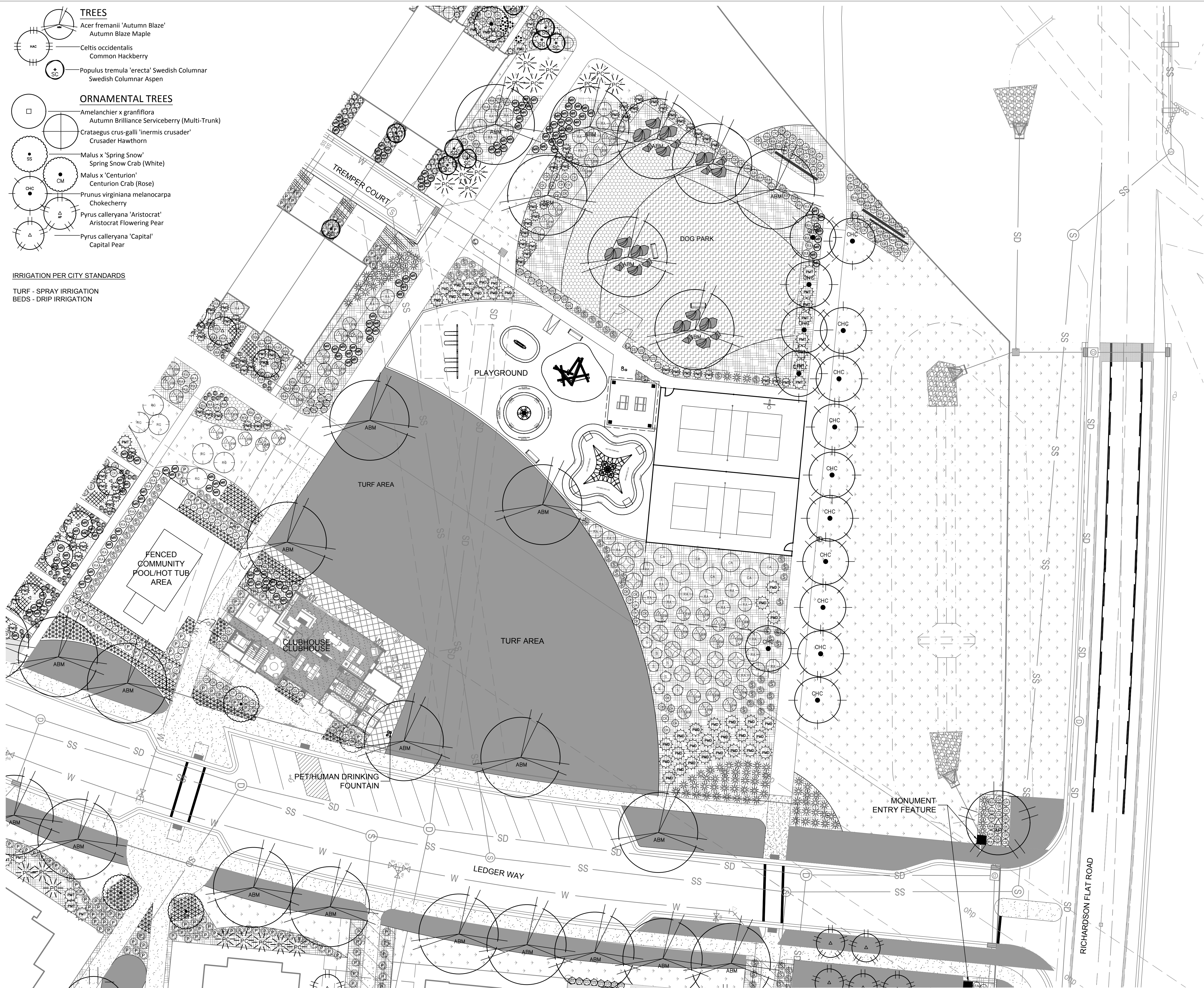
- GROUNDCOVERS**
- Arctostaphylos uva-ursi
Kinnikinnick
 - Mahonia repens
Creeping Oregon Grape
 - Potentilla verna nana
Potentilla cinquefoil

- TURF/ MULCH MATERIALS**
- Turf Grass
 - Soil Pep/Shredded Bark Mulch
As Approved by the Architect
 - Native Seed Mix
See Notes for Seed Mix
 - Crusher Fines
Wasatch Gray or As approved
 - Cobble 1/2"-1"
Calico Cobble or As Approved
 - Brown's Canyon Landscape Boulders
As Approved by the Architect

- TREES**
- Acer fremanii 'Autumn Blaze'
Autumn Blaze Maple
 - Celtis occidentalis
Common Hackberry
 - Populus tremula 'erecta' Swedish Columnar
Swedish Columnar Aspen
- ORNAMENTAL TREES**
- Amelanchier x graniflora
Autumn Brilliance Serviceberry (Multi-Trunk)
 - Crataegus crus-galli 'Inermis crusader'
Crusader Hawthorn
 - Malus x 'Spring Snow'
Spring Snow Crab (White)
 - Malus x 'Centurion'
Centurion Crab (Rose)
 - Prunus virginiana melanocarpa
Chokecherry
 - Pyrus calleryana 'Aristocrat'
Aristocrat Flowering Pear
 - Pyrus calleryana 'Capital'
Capital Pear

IRRIGATION PER CITY STANDARDS

TURF - SPRAY IRRIGATION
BEDS - DRIP IRRIGATION



PARK CITY HEIGHTS

RICHARDSON FLAT ROAD

PARK CITY, UTAH

DATE:	APRIL 2019
PROJECT:	000.0000.63
DRAWN BY:	EL
REVIEW BY:	EL
VERSION:	
REVISIONS:	

SHEET TITLE:
LANDSCAPE
PLAN

SHEET NUMBER:

L3.1

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve Two Grazing Leases with Gillmor Ranching LLC for City-Owned Property Along SR-248 and the Clark Ranch Open Space in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Agricultural Leases Staff Report](#)

City Council Staff Report



Subject: Agricultural Leases- City Property
Author: Heinrich Deters
Department: Sustainability Department
Date: May 29, 2019
Type of Item: Administrative

Summary Recommendations:

Staff recommends City Council approve two grazing leases with Gillmor Ranching LLC for city-owned property along SR-248 and the Clark Ranch Open Space in a form approved by the City Attorney. (Attachment I & II)

Background:

- Park City Municipal Corporation has a long history of agricultural leases on city owned property. Gillmor Ranching LLC has been a leasee on the Clark Ranch Property well before the City's acquisition. Additionally, Gillmor Ranching LLC has held the lease on property located off of SR-248 since 2005. The lease contemplates grazing of sheep, cattle and some horses and annual rent for each lease is \$10.00.

Analysis:

Agricultural Leases as contemplated within this report are recommended by staff for the following reasons:

- Helps maintain our historic rural environment.
- Aids in the mitigation of noxious weeds.
- Aids in the maintenance of fences located on the property.
- Gillmor Ranching LLC has demonstrated their use of the property is consistent with sustainable grazing standards. (They do not overgraze areas)
- Staff finds that the grazing use contemplated saves the City money in terms of open space maintenance specifically associated with noxious weed abatement.
- The property in which the grazing is contemplated does not have established public trails.
- Property contemplated is not encumbered with a third party conservation easement.

Department Review:

This report has been reviewed by the Planning, Sustainability, Legal and Executive Departments.

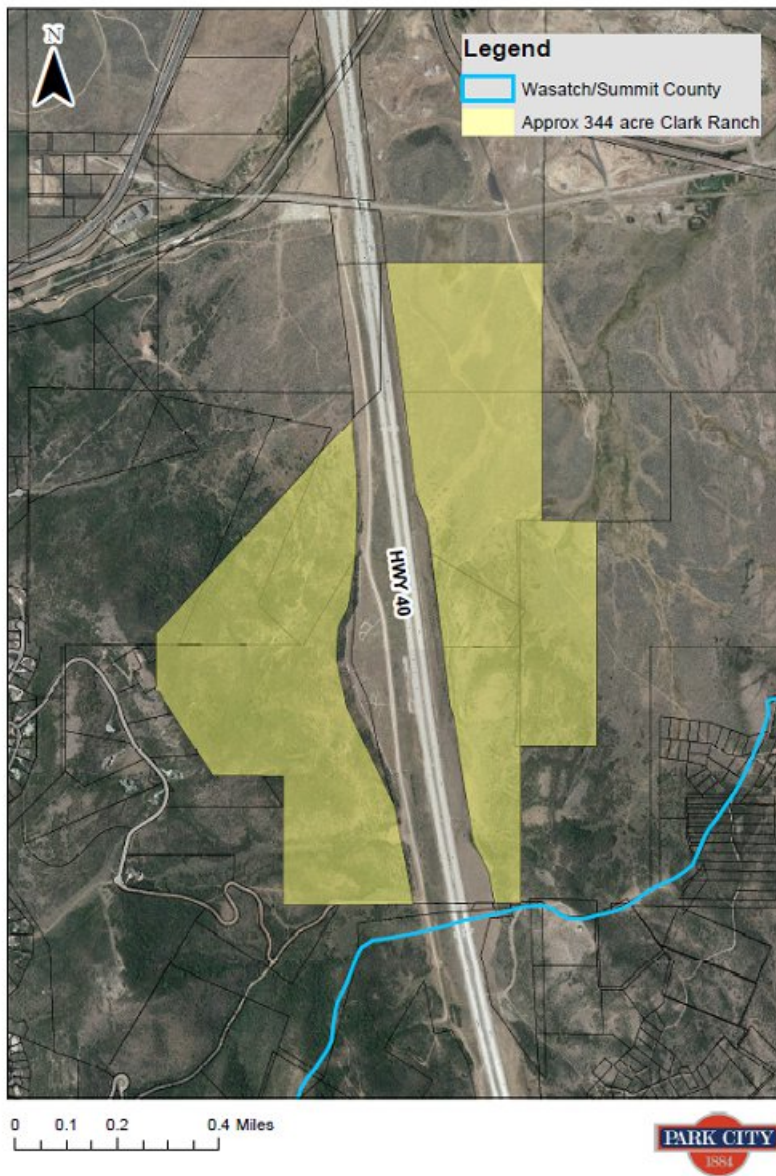
Attachment I- Clark Ranch Term Sheet and Map

1. Base Lease Terms:

a)	Premises	Approximately 340 acres (Exhibit A). County: Summit County State: Utah Parcel Numbers: SS-91, SS-121, PP-26, PP-26-A-1 Property Name: Clark Ranch Parcels
b)	Term	Two (2) Years Commencement Date: June 1, 2019 Expiration Date: December 31, 2021 Termination Period (Lease may be terminated at any time for any reason upon the following Notice): 14 days
c)	Rent	Annual Rental: Ten Dollars (\$10.00) Payment: Due Annually June 1st
d)	Landlord Address General Correspondence:	Park City Municipal Corporation 445 Marsac Avenue P.O. Box 1480 Park City, UT 84060 Attention: Heinrich Deters
e)	Property Manager	Heinrich Deters Park City Municipal Corporation 445 Marsac Avenue P.O. Box 1480 Park City, UT 84060
f)	Tenant Address	Gillmor Ranching, L.L.C. Luke Gillmor 617E 1650S Bountiful, UT. 84010
f)	Insurance	General Liability City named as additionally insured

Exhibit A Lease Map

Clark Ranch Lease Properties- Gillmor Ranching LLC



Attachment II- SR-248 and Cattle Corral Term Sheet and Map

Base Lease Terms:

a)	Premises	Approximately 27 acres (Exhibit A & B). County: Summit County State: Utah Parcel Numbers: PCA-92-A-X-X & PCA-92-D-1-X Property Name: PC Heights and Cattle Corral
b)	Term	Years: Two (2) Commencement Date: June 1, 2019 Expiration Date: December 31, 2021 Termination Period (Lease may be terminated at any time for any reason upon the following Notice): 14 days
c)	Rent	Annual Rental:\$10 Payment: Due Annually June 1st
d)	Landlord Address General Correspondence:	Park City Municipal Corporation 455 Marsac P.O. Box 1480 Park City, UT 84060 Attention: Heinrich Deters
e)	Property Manager	Park City Municipal Corporation 455 Marsac P.O. Box 1480 Park City, UT 84060 Attention: Heinrich Deters
f)	Tenant Address	Gillmor Ranching, LLC Luke Gillmor 617E 1650S Bountiful, UT. 84010
f)	Insurance	General Liability City named as additionally insured

Exhibit A and B Lease Map

PC Heights Parcel

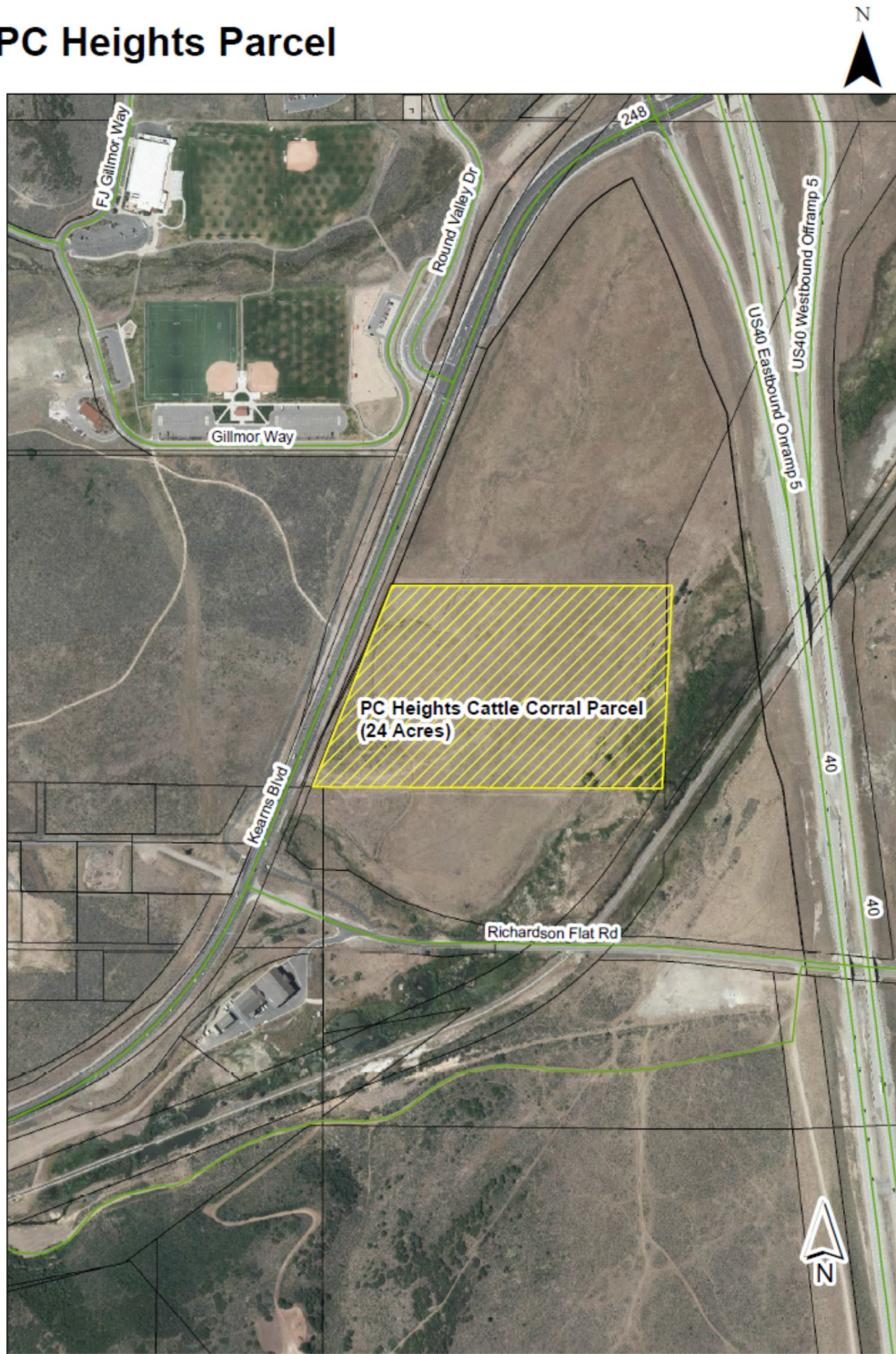


Exhibit A



3 Acre Cattle Corral Parcel

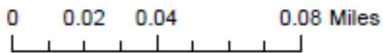


Exhibit B



Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve Professional Service Provider Agreements Totaling \$317,800 for Noxious Weed Abatement, in a Form Approved by the City Attorney: PMG Vegetation Control - \$80,000; Ground Solutions - \$25,000; Green Leaf - \$30,000; Eco Lawn - \$70,000; Jesus Rea Landscaping - \$108,800; and Ground Solutions - \$4,000

Suggested Action:

Attachments:

[2019 Weed Contracts Staff Report](#)

City Council Staff Report

Subject: 2019 Noxious Weed Abatement- Award of Contract
Author: Logan Jones
Department: Sustainability
Date: May 30, 2019
Type of Item: Administrative- Contract Award

Recommendation

Staff recommends that council approve six (6) Professional Service Provider Agreements totaling Three Hundred Seventeen Thousand Eight Hundred Dollars (\$317,800) for noxious weed abatement, in a form approved by the City Attorney. The Contractors and specific contract amounts are as follows:

- **Herbicide Control**

PMG Vegetation Control: \$80,000
Ground Solutions: \$25,000
Green Leaf: \$30,000
Eco Lawn: \$70,000

- **Mechanical Control**

Jesus Rea Landscaping: \$108,800
Ground Solutions: \$4,000

Because of a grant received, the City will spend only \$190,000 of its own funds towards weed maintenance, which is \$5,000 more than the City spent in 2018. Additionally, the grant received will offset \$10,000 in staff administration time, therefore the City will be spending slightly less overall in 2019 than in 2018, despite the increase in open space acreage that the City maintains.

Background

PCMC currently manages approximately 5000 acres of open space. Noxious weeds represent a significant maintenance aspect of these lands. Weeds are a threat to our community and for decades city staff has worked diligently to control their spread and negative impacts to wildlife, natural resources and recreational assets consistent with City, County and State Ordinances.

On May 4th, staff advertised request for proposals (RFPs) for both mechanical and herbicide control methods of noxious weeds. On May 14th, staff received eleven (11) proposals. On May 15th, a selection committee met to review the proposals and identified the following as the most qualified organizations for the proposed projects.

- PMG Vegetation Control, Ground Solutions, Green Leaf, Eco Lawn, and Jesus Rea Landscaping.

Analysis

Funding associated with noxious weed abatement comes from two sources:

1. Open Space Maintenance Budget
2. Invasive Species Mitigation (ISM) Grant

Open Space Maintenance Budget

In 2018, Park City Municipal Corporation (PCMC) spent approximately \$185,000 on noxious weed abatement. Funding for these efforts has traditionally come from the Open Space Maintenance budget. Noxious weed abatement does however vary annually due to several factors, including precipitation, temperature, snow pack and changes associated with germination of species. Additionally, PCMC has been acquiring more open space acreage, for which maintenance efforts are required, resulting in a corresponding need to increase the budget.

ISM Grant Funding

In 2019, PCMC, in conjunction with Summit County, Snyderville Basin Special Recreation District, Deer Valley and Park City Mountain received a \$200,000 grant specific to garlic mustard and spotted knapweed. PCMC staff is the administrator of this grant, which means, we administer all associated grant funding and hire contractors. Working as a team, grant partners prioritize weed issues throughout their properties and control weeds with the help of the grant funded contractors. \$127,800 of grant spending will be spent on contractors for noxious weed control while the remaining funds will be spent on monitoring, mapping, herbicide, mailings, administration etc.

As grant administrator, PCMC is specifically allotted \$10,000 of the grant funding to offset staff time used in grant administration.

Due to the two funding sources it will be easier to see the breakdown by contractor, funding source and contract amount in Figure 1 below.

Figure 1

Herbicide Control			
Contractor	ISM Funding	PCMC Funding	Total
PMG Vegetaion Control	\$80,000		\$80,000
Ground Solutions	\$25,000		\$25,000
Green Leaf		\$30,000	\$30,000
Eco Lawn		\$70,000	\$70,000
Mechanical Control			
Contractor	ISM Funding	PCMC Funding	Total
Ground Solutions	\$4,000		\$4,000.00
Jesus Rea Landscaping	\$18,800	\$90,000	\$108,800.00
	ISM Funding Total:	PCMC Funding Total:	Contract Totals:
	\$127,800	\$190,000	\$317,800

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Memorandum of Understanding (MOU) with Summit County Health Department for Continued Financial Contributions for the Mental Health Director Position, in the amount of \$60,000 in a Form Approved by the City Attorney's Office

Suggested Action:

Staff is recommending that Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) in the amount of \$60,000 in a form approved by the City Attorney's Office. The MOU continues Park City's financial contribution to the to a full-time Mental Health Director position at the Summit County Health Department.

Attachments:

[Mental Wellness MOU Staff Report](#)

[Mental Health MOU](#)

[Job Description](#)

City Council Staff Report



Subject: PCMC Contribution for a Mental Health Director
Author: Jed Briggs, Budget Operations and Strategic Planning Manager
Department: Budget Department
Date: May 30, 2019
Type of Item: Administrative

Summary Recommendation

Staff is recommending that Council authorize the City Manager to enter into a Memorandum of Understanding (MOU) in the amount of \$60,000 in a form approved by the City Attorney's Office. The funding for this MOU was budgeted for during the last budget process and is paid out of the General Fund. Oral or written updates on mental health to City Council are required before any allotment of funding.

The MOU continues Park City's financial contribution to a full-time Mental Health Director position at the Summit County Health Department. It has long been recognized that mental health is critical to population health, however, the public conversation around mental health and substance abuse has elevated in recent years. As the discussion increased many in the community began to ask for possible changes related to the mental health and substance abuse treatment system and programs in Summit County. One of the responses was Park City Council, reflecting the desires of the community, identified Citizen Wellbeing as a community Top Priority during their 2017 Council Retreat. Summit County Council created a new contract Mental Health Coordinator position, which lacked benefits and a guarantee that it would continue past 2017. During the budget process (June 2017) Park City Council budgeted \$60k with the desire to contribute financially to this important cause. The MOU between Park City and Summit County details this financial contribution in order to ensure that the Mental Health Director position remains at the County as a full-time, benefitted position.

Background

In [November of 2016](#) Park City Council reviewed the results of the recently completed Summit County Mental Health Services and Needs Assessment. To reach the results of the assessment, a citizen survey was distributed. From the responses, it was learned there was a shortage of mental health providers and services in Summit County. Strategic directives resulting from the assessment were to educate and cultivate awareness of mental illness within the community, increase capacity and access to timely treatment, improve coordination of treatment between providers, focus on building community partnerships and address funding gaps.

Before launching a plan to create, improve, and/or increase services, it was important to assess resident experiences and potential gaps in what services were needed and provided with regards to mental health. Council reviewed the process for gathering the

information in the "Summit County Mental Health Assessment," and supported the next steps of developing a strategic plan to implement programs that could help members of the community. The Summit County Mental Wellness Strategic Plan was then created as a community-based effort led by a new contracted Mental Health Coordinator.

The Summit County Mental Wellness Strategic Plan serves, not only as a document to guide the community in a shared direction, but also as a point of resilience in moving past the tragedies of 2016. With the passing of two Treasure Mountain Junior High School students, brought about by the synthetic opioid Pink (U-47700), three community initiatives arose as a direct result of these incidents. Brought together by the Park City Community Foundation, the Park City School District, CONNECT Summit County, and the Summit County Health Department collaborated on a unified response to mental health and substance abuse within Summit County. Expanding to include additional stakeholders such as law enforcement, mental health practitioners, non-profits, religious leaders, local governments, students, parents, concerned citizens, school board members and superintendents representing all three districts, the Summit County Mental Health Alliance was established.

Building off of the Summit County Health Department's 2016 "Summit County Mental Health Assessment," the Alliance crafted five Strategic Directives and established five workgroups to address community needs as identified in the assessment. It was recognized that responsibility for improving mental health and substance abuse programs and services must be shared by public and private interests in the County. No single entity has all of the solutions and progress will require participation by the citizenry.

Central to the five Strategic Directives was the need for a plan focused on improving the overall state of mental health and substance abuse within the County. In order to truly be effective, a detailed implementation plan with clear timelines and specific steps needed to be developed in alignment with these Goals. It is vital that all stakeholders play a role in the implementation and are involved in the process of creating these timelines and specific steps. The test of the plan's usefulness will be defined by how effective it is in guiding decisions and creating the future to which citizens aspire.

Recognized as a priority, the Summit County Council approved the funding to oversee the development and implementation of a strategic plan for all Summit County in their 2017 budget. Summit County also funded a contracted Mental Health Coordinator position in order to address these issues. At the time, it wasn't clear whether or not the position would be a full-time, benefited position past 2017. The City entered into an MOU with Summit County in order to ensure that the County continue to fund the Mental Health Coordinator. Terms of the MOU require a 6 month update of progress regarding the strategic plan progress—this was last given on [May 31, 2018 \(p. 85\)](#).

Recommendations

Staff recommends that Council authorize the City Manager to enter into a MOU in the amount of \$60,000 enabling Park City to continue to financially contribute to a full-time, benefited Mental Health Director position at the Summit County Health Department.

Department Review

The Budget, Legal, and Executive Departments have reviewed this report.

Funding Source

The funding for this MOU was budgeted for during the last budget process and is paid out of the General Fund.

EXHIBITS

A – Memorandum of Understanding (MOU) between Summit County and Park City Municipal for Contribution for a Mental Health Coordinator

MEMORANDUM OF UNDERSTANDING
Between
SUMMIT COUNTY AND PARK CITY MUNICIPAL
For
CONTRIBUTION TO MENTAL HEALTH SERVICES

THIS MEMORANDUM OF UNDERSTANDING, (the “MOU”) made and entered into this _____ day of _____ 2019, by and between **SUMMIT COUNTY**, a political subdivision of the State of Utah, hereinafter referred to as “**County,**” and **PARK CITY MUNICIPAL CORPORATION**, a municipal corporation of the State of Utah, hereinafter referred to as “**City.**” The City and the County are hereafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the County and the City are working closely together towards funding and maintaining a full-time Mental Health Director to benefit residents within Summit County and Park City; and

WHEREAS, the County currently provides mental health and substance abuse resources as part of the Summit County Health Department; and

WHEREAS, the County currently staffs a contract Mental Health Director position in the Summit County Health Department; and

WHEREAS, the Summit County Mental Wellness Alliance is made up of Summit County committees that include an Executive and Steering Committee and provide direction to the Mental Health Director; and

WHEREAS, the Summit County Mental Wellness Alliance has created a strategic plan detailing the major goals and objectives of mental health in Summit County; and

WHEREAS, it has been agreed to the advantage of both Parties hereto to support the above said position; and

WHEREAS, the Parties desire to cooperate with each other in funding and sharing the costs of the position;

WHEREAS, the Parties desire to enter into an MOU whereby their respective responsibilities concerning the position are specifically set forth.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1) **Finance and Budget:** The City agrees to contribute Sixty Thousand Dollars (\$60,000.00) in funding toward the Mental Health Director position. This funding will be distributed in two installments, one in July 2019 and one in January of 2020 after an update of the strategic plan is given to Park City Council. The County shall send the City an invoice for Thirty Thousand Dollars (\$30,000.00) which the City agrees to pay within thirty (30) days of receipt if the strategic plan update has been given for the six month period.

This financial contribution shall only be used for the salary and/or benefits of the Mental Health Director position. If the County terminates or uses this position for other duties and responsibilities outside that of those outlined in the job description (Addendum 1), this MOU will be terminated.

2) **County Responsibilities:** The County shall be responsible for all matters pertaining to administering the program, the Mental Health Director position, and implementing and updating the strategic plan. The County shall further be responsible for invoicing the City as set forth in Paragraph 1 above.

The County agrees to present or provide to the Park City Council an updated progress report on the strategic plan within thirty (30) days after July 1 and again within thirty (30) days after January 1 in order to receive the financial allocations, unless an alternate date is agreed upon by the City.

Through the term of this MOU, the City is guaranteed a seat on the Summit County Mental Wellness Alliance Executive Committee and Steering Committee.

The County will budget at least Sixty Thousand Dollars (\$60,000.00) in matching funds during their 2019 budget process in support of the mental health resources for the 2020 calendar year.

3) **City Responsibilities:** The City shall be responsible for providing funding as set forth in Paragraph 1 above.

4) **Term:** The term of this MOU shall commence upon the Effective Date and shall terminate June 30, 2020. This MOU may be extended by mutual written consent of the Parties.

5) This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

6) None of the provisions of this MOU are intended by the Parties, nor shall they be deemed, to confer any benefit on any person or entity not a Party to this MOU.

7) No Party may assign or transfer its rights and obligations under this MOU, unless advanced, written approval of such assignment or transfer is provided by all Parties.

8) Except as otherwise provided for herein, each Party shall pay its own costs and expenses in connection with the acts contemplated by this MOU. If any arbitration or legal action is brought by any Party to enforce any provision of this MOU, the prevailing Party shall be entitled to recover its court costs, arbitration expenses, and reasonable attorneys' fees.

9) If any provision of this MOU is adjudged to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired, and the Parties will use their best efforts to substitute a valid, legal, and enforceable provision which, insofar as practical, implements the purposes of this MOU.

10) This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU, binding on the Parties hereto. This MOU constitutes the entire agreement between the Parties with respect to the matters contemplated by this MOU and no prior negotiation, understanding, arrangement, or course of dealing or performance will be of any effect. This MOU may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.

11) The principal contacts for this instrument are:

For the County:
Tom C. Fisher
County Manager
PO Box 128
Coalville, UT 84017
tfisher@summitcounty.org

For the City:

Diane Foster
City Manager
445 Marsac Ave. PO Box 1480
Park City, UT 84060
dfoster@parkcity.org
435-615-5151

With a copy to:
Jed Briggs
jbriggs@parkcity.org

12) The Parties are governmental entities subject to the Governmental Immunity Act of Utah, Utah Code §§63G-7-101 thru 904 (as amended). The County agrees to indemnify, defend, and save harmless the City from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors, or omissions of the County's Party's officers, agents, contractors, or employees in the performance of this MOU. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act of Utah, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

SUMMIT COUNTY
a political subdivision of the State of Utah

By _____
TOM FISHER, County Manager

Date _____

ATTEST:

Approved as to form:

County Attorney

PARK CITY MUNICIPAL CORPORATION,
a municipal corporation of the State of Utah

By _____
DIANE FOSTER, City Manager

Date _____

ATTEST:

MICHELLE KELLOGG, City Recorder

Approved as to form:

City Attorney

Addendum 1
SUMMIT COUNTY
JOB DESCRIPTION

SUMMIT COUNTY JOB DESCRIPTION

Job Title: Director, Mental Health and Substance Abuse Administration
Division: Mental Health
Department: Public Health

Effective Date: 1/19
Last Revised: 11/18

GENERAL PURPOSE

Performs administrative and supervisory duties to manage county mental health & substance abuse services and programs as outlined in state code (*Utah Code: 17-43-201 and 17-43-301*) and the Summit County Mental Wellness Strategic Plan.

SUPERVISION RECEIVED

Works under the general supervision of the Health Director.

SUPERVISION EXERCISED

Provides direct contractual supervision to the Communities That Care Coordinator. Provides direct compliance oversight of the Mental Health & Substance Abuse Local Contracted Provider(s) and the Local Substance Use Prevention Staff as appointed by the State Division of Substance Abuse and Mental Health (*Up to four (4) state-funded positions.*). Ancillary supervision of community volunteers chairing committees focused on implementation of the Summit County Mental Wellness Strategic Plan.

ESSENTIAL FUNCTIONS

Local Mental Health & Substance Abuse Authority Representative (*Utah Code: 17-43-301-5a*):

- Supervise all State and Federal Mental Health funding in a means to ensure they are used in accordance with the Division of Substance Abuse and Mental Health (*DSAMH*) policies and relevant statutes.
- Supervise compliance of all mental health & substance abuse directives as issued by the State and *DSAMH* are adhered to by the Local Contracted Provider(s).
- Supervise the annual review and evaluation of mental health & substance abuse needs and services, including those for incarcerated individuals, and establish means to address deficiencies.
- Coordinating with the Local Contracted Provider(s), prepare and present for yearly approval, the Local Area Plan as required by *DSAMH*. Upon approval by the County Council, submit the plan for final approval to *DSAMH* and implementation.
- Supervise the establishment and implementation of mental health & substance abuse service mandated by the Utah Legislature through the Local Contracted Provider(s).
- Supervise county crisis response units in accordance with state law related to Mobile Crisis Outreach Teams.
- Supervise the annual *DSAMH* audit of the Local Contracted provider(s).
- Supervise accountability over the Local Contracted Provider(s) to all State, Federal, and County contracts, including the contract for service between the County and the Local Contracted Provider(s).
- Provide feedback to *DSAMH* on proposed policies and bill related to mental health & substance abuse.
- Supervise and approve all mental health & substance abuse grants, fundraising, and marketing of the Local Contracted Provider(s).

Medicaid Oversight:

- Supervise all State and Federal Medicaid funding, including block grants for prevention services. Ensure all Medicaid passthrough and oversight funds are used in accordance with established rules and regulations.
- Review all Amendments to Medicaid contracts and make appropriate recommendations to the signing authority for the County.
- Supervise the yearly DSAMH and Utah Department of Health contract funding for Mental Health, Substance Use Disorder, and Substance Use Prevention Medicaid dollars.
- Oversee compliance with the 20% County Match regulation for Medicaid and ensure all Medicaid mental health carve-outs are not intermingled with other Medicaid awards for the County.

Summit County Mental Wellness Strategic Plan:

- Supervise the implementation and continued development of the Summit County Mental Wellness Strategic Plan.
- Supervise, in partnership with the Park City Community Foundation, all fundraising, grant writing, and partner contributions in relation to achieving the goals of the strategic plan.
- Develop and implement a yearly Operational Plan, based on the strategic plan, with input from the Alliance Executive Committee and Board Directors which addresses budgeting, volunteer staffing, fundraising/development, and partnerships.
- Supervises community partnership cultivation and maintenance of current and potential supporters in order to ensure sustainability and implementation of the Summit County Mental Wellness Strategic Plan.
- Report annually to the Summit County Council and the Park City Council on the current state and progress of the Strategic Plan.

Summit County Mental Wellness Alliance:

- Serve as the Director of the Summit County Mental Wellness Alliance (Alliance) and ensure continued community support of the Summit County Mental Wellness Strategic Plan from Alliance members and the community.
- Coordinating with the Alliance Executive Committee and Board Directors, develop and implement a yearly Operational Plan based on the strategic plan, which addresses budgeting, volunteer staffing, fundraising/development, and partnerships.
- Provides guidance to the Board of Directors to help them fulfill their responsibilities as Board members in formulating policy, financial oversight, fundraising, and assessing the performance of the agency.
- Acts as the spokesperson to media on policy and mental health information through coordination of community outreach and public relations; participate in community activities as a representative of the Alliance and Summit County, as appropriate; coordinate and arrange trainings; use the required data systems for reporting.
- Coordinate with chairs by attend monthly committee meetings and various workgroup meetings; support workgroup chairs and the coalition chair coordinating, attending, and participating in meetings - communicate meeting times, agendas, accomplishments, and assigned tasks.
- Assist the Alliance and its workgroup members to create and facilitate recruitment plans, encourage attendance, and meet with the membership periodically outside of partnership meetings, as deemed necessary; maintain a list of active members and member organizations; ensure that each workgroup has assigned chair and secretary.
- Provide technical assistance to all workgroups and the partnership to work consistently with all relevant guidelines; assist the funding workgroup in securing additional funds for proposed services and to sustain current funding.
- Attend local collaborative meetings, continuum of care meetings, and other local service-based meetings to increase visibility and increase interest in the coalition as necessary; inform and educate potential partners throughout the county about the partnership process and potential value of participation; receive and disseminate information from partner organizations and outside sources.

Other Duties:

- Ensure participation in regional meetings as well as on statewide workgroups as requested.
- As appointed, represent Summit County on the Utah Coalition for Opioid Overdose Prevention.
- Working with County Superintendents, coordinate mental health & substance abuse crisis services.
- Provide support to Drug Court Staff as needed, and ensure ancillary funding from DSAMH for the Drug Court Program remains within the Medicaid contract.
- Maintain awareness of all pending legislative bills and resolutions involving mental health & substance abuse which may affect services or programs in Summit County. When needed, be available to testify before legislative committees.
- Supervise payment and headcount of Summit County beds currently utilized in the Utah State Hospital.
- Coordinate with the State Medical Examiner and local emergency department for accurate suicide reporting for Summit County.
- Represent the Summit County Council on the Utah Behavioral Health Council, a subcommittee of the Utah Association of Counties.

MINIMUM QUALIFICATIONS

1. Education and Experience:

- A. Bachelor's Degree from an accredited college or university;

AND

- B. Eight (8) years' experience in managing community based coalitions involving public health or other community benefits and related strategic planning;

OR

- C. An equivalent combination of education and experience;

2. Required Knowledge, Skills, and Abilities:

- A. **Considerable knowledge of** interpersonal communication skills; community coalitions; modern development (fundraising) practices; grant writing; office practices and procedures; telephone etiquette; document management, filing procedures and methodologies; English composition, spelling, grammar, punctuation, etc.; personal computer operations, and various program applications; state laws as they apply to agency financial practices; basic database management; basic statistics and mathematics.
- B. **Working knowledge of** the principles of local government administration and personnel administration; county personnel policies and procedures; state and federal codes related to mental health and substance abuse; Medicaid administration; Local Mental Health & Substance Abuse Authorities as outlined in Utah Code;
- C. **Ability to** supervise community volunteers; oversee multiple projects and functions at one time; supervise major projects and programs; plan and organize comprehensive research studies; communicate effectively, verbally and in writing; perform basic mathematical calculations; operate standard office equipment; develop effective working relationships with supervisors, fellow employees, elected officials, partnership members, business owners, elected officials, partnership members, and the public; independently and manage work assignments in a high interpersonal contact environment; build a coalition of community-wide partners to achieve population-level outcomes; recruit, engage, and lead volunteers on behalf of the mission of the

initiative

3. **Special Qualifications:**

A. Valid, non-restricted driver's license and reliable transportation.

4. **Work Environment:**

A. This position is a community-based position, and as such, approximately 50% of the time is spent in community meetings or fundraising activities. The remaining 50% is served in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, talking, hearing and seeing. Rapid work speed required to perform keyboard operations. Common eye, hand, finger, leg and foot dexterity required for essential functions. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and some creative problem solving.

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

2019-20 City Manager's Recommended Budget

(A) Public Hearing (B) Continue to June 6, 2019

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Ken Fisher

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a Five (5) Year Interlocal Agreement for Joint Use of Facilities for Recreation between Park City School District, Snyderville Basin Special Recreation District, and Park City Municipal Corporation
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Joint Use Recreation Agreement Staff Report](#)

[2019 Joint Use Recreation Agreement](#)

City Council Staff Report

Subject: Joint Use Agreement for Recreation

Author: Ken Fisher, Recreation Manager

Department: Recreation

Date: May 30, 2019

Type of Item: Administrative

Recommendation

Approve the Interlocal Agreement for Joint Use of Facilities for Recreation between the Park City School District (PCSD), Snyderville Basin Recreation District (SBSRD) and Park City Municipal Corporation (PCMC) for a term of five years in a form approved by the City Attorney.

Background

- The Joint Use Agreement for Recreation was originally adopted by all three agencies (PCMC, SBSRD & PCSD) in 2007 and renewed in 2012. The agreement is a five year term with an automatic renewal. Any party can void the agreement with a year's written notice.
- PCSD adopted the agreement on May 21, 2019; SBSRD is scheduled for adoption June 2019
- This master agreement includes other, separate recreation agreements as exhibits, however renewing this agreement does not impact the renewal of the exhibits.
- Later this year and separately, staff will bring to City Council for their consideration possible edits to the PCMC/PCSD Lease and Agreement, November 1990, commonly referred to the "fields agreement between the City and School District".

The purpose of the agreement is

- Encourage the joint use of the Fields and Facilities between the parties, and give priority usage, after the owning Party's programming and/or on-going community obligations are met, to the requests submitted by the other Parties and Stakeholder groups;
- To designate the rights and responsibilities of each Party to effectively and efficiently manage the shared use of the Fields and Facilities;
- Establish procedures to encourage cooperative working relationships between SBSRD, PCMC and PCSD personnel at all levels and to quickly resolve issues;
- Encourage joint and cooperative ventures, including facility maintenance and development;
- Equitably distribute the time and cost of the use of the Fields and Facilities;
- Regularly report the outcomes of joint use endeavors to SBSRD, PCMC and PCSD personnel, elected officials and citizens

- Holding place for other interagency agreements between PCMC/Basin (Ice); PCMC/PCSD (Fields); PCSD/Basin (Ecker); These are stand-alone agreements that are Exhibits E thru G and do not get edited.

Analysis

The Regional Recreation Committee (RRC) consists of two elected officials & two staff members from each entity. The RRC met four times from July 2017 to March 2019 to review & edit the Interlocal Agreement for Joint Use of Facilities for Recreation and Exhibits A-D. Staff from the three agencies met six or more times during this timeframe to discuss edits and to review the agreement.

Recommended changes to the Joint Use Agreement for Recreation

- Added Exhibit H that shows the jurisdictional boundary map of all three entities. This was added because SBSRD boundaries extend outside of the PCSD (Promontory).
- Added Exhibit I for the Preservation Easement of the Library Field
- Clarified for each entity who the keeper of record is for the document.
- Added language that entities may establish earlier registration dates for their constituents before opening it up to all jurisdictions.
- Updated Exhibit A Recognized Stakeholders. Stakeholders are private clubs that must have at least 70% of participants in the jurisdiction to receive stakeholder benefits to fields & facilities.
- Exhibit C Site Specific Agreement (1-17)
 - o **Treasure Mountain Junior High School:** Added language for scheduling of gym for indoor stakeholders. PCMC takes on the responsibilities and keeps any revenue from stakeholder use of gymnasium.
 - o **Dozier Field:** Added language that says the facility may be locked when not in use limiting public access & to contact PCMC or PCSD if access is needed.
 - o **Ecker Hill Middle School:** Added language giving SBSRD 300 hrs of gym use and that SBSRD will manage stakeholder use.
 - o **Trailside & Jeremy Ranch Elementary School:** Clarified that SBSRD doesn't maintain the baseball field but does maintain other areas. PCSD will pay for all irrigation repairs & water. Also clarifies management of gymnasiums and the process for securing use.
 - o **City Park & Creekside Park:** Added language that the park is closed from 2 a.m. to 6 a.m. This was at the recommendation of the police & legal department due to vagrancy. Noise in the parks is controlled by the city's noise ordinance.
 - o **Library Field:** Added language about the third party preservation easement.
 - o **Park City Sports Complex:** Added that snow is removed from the field at the discretion of the City
 - o **Ice Arena:** Added language that Per **Exhibit G1 Letter of Consent:** "The District and the City agree to review the amount of annual contribution and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund."
 - o **Basin Fieldhouse:** Replaced language with current policy of how they manage special event use

- Exhibit D Interagency Field Use Policies: Added language with regard to pets on the field while games are going on. This set a perimeter around the field where dogs are not allowed.
- The following Exhibits had no changes since they are standalone agreements that are referenced in the Joint Use Agreement for Recreation.
 - o Exhibit E: PCMC/PCSD Lease and Agreement, November 1990: This agreement is set to expire November 2019 and per the agreement the *“City at its sole discretion may extend the term for 20 years by providing notice to the district of its intent by **November 9, 2019**”*
 - o Exhibit F: SBSRD/PCSD Lease and Joint Use Agreement, December 1996. This is a thirty year agreement
 - o Exhibit G: PCMC/SBSRD Inter-local Agreement for Regional Ice, August 2004 This is a 50 year agreement
 - o Exhibit G1: PCMC/SBSRD Letter of Consent modifying Ice Arena Funding Allocations, May, 2009
 - o Exhibit G2: Memorandum of Understanding and Agreement for Event Flooring, February, 2010

Department Review:

This report has been reviewed by the Recreation, Legal & Executive Departments

Attachments:

A: 2019 Joint Use Agreement - Final Redline with exhibits May 2019

Attachment A:

INTERLOCAL AGREEMENT FOR JOINT USE OF
FACILITIES FOR RECREATION

THIS INTERLOCAL AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2019~~27~~8 by and between Snyderville Basin Special Recreation District (“SBSRD”) Park City Municipal Corporation (“PCMC”) and the Park City School District (“PCSD”) (individually each a “Party,” collectively, the “Parties”).

EXHIBITS AS FOLLOWS

Exhibit A: Recognized Stakeholders

Exhibit B: Tier System

Exhibit C: Site Specific Agreements (1 through 17)

Exhibit D: Interagency Field Use Policies, May, 2019~~April, 2012~~

Exhibit E: PCMC/PCSD Lease and Agreement, November 1990

Exhibit F: SBSRD/PCSD Lease and Joint Use Agreement, December 1996

Exhibit G: PCMC/SBSRD Inter-local Agreement for Regional Ice, August 2004

Exhibit G1: PCMC/SBSRD Letter of Consent modifying Ice Arena Funding Allocations, May, 2009

Exhibit G2: Memorandum of Understanding and Agreement for Event Flooring, February, 2010

Exhibit H: Jurisdictional Boundary Map

Exhibit I: Library Field Preservation Easement

WHEREAS, SBSRD is a political subdivision of the State of Utah, established for the purpose of providing recreational facilities and programs to meet the recreation needs of Snyderville Basin residents, and

WHEREAS, PCMC is a political subdivision of the State of Utah, providing municipal services including recreational facilities and programs to the residents and visitors of the incorporated area of Park City, Utah, and

WHEREAS, ~~the~~ PCSD is a political subdivision of the State of Utah, providing educational services to residents of PCSD and is the current and future owner of certain parcels of land upon which it and SBSRD have built or intends to build school sports fields, gymnasium facilities, an aquatic complex and other amenities, and

WHEREAS, each of the ~~p~~P~~arties~~ Parties mutually agree that inter-agency cooperation provides for efficient delivery of recreation facilities and programs which are best realized through joint, cooperative and consolidated effort, and

WHEREAS, SBSRD, PCMC and PCSD have mutual interests in helping young people learn and develop recreation skills and in providing lifelong opportunities for people of all ages to participate in recreation activities, and

WHEREAS, the purposes of this Agreement are to maximize the school sites and the use of community recreation facilities for the benefit of residents and taxpayers within all jurisdictions and to enable the ~~p~~P~~arties~~ Parties hereto to take a unified approach in providing recreational resources to the students of ~~PCSD~~~~the District~~ and- to residents within the SBSRD service territory boundary, as well as- ~~and~~ to the general public. It is the further purpose of this Agreement to provide for appropriate development, management, maintenance, and operation of those facilities and services described herein.

WHEREAS, PCMC, SBSRD and PCSD wish to clarify and augment existing agreements, to wit: Lease and Agreement for Use of School Facilities for Recreation between PCMC and PCSD (11/08/90) attached as Exhibit E, Lease and Joint Use Agreement – Middle School Facilities for Recreation between SBSRD and PCSD (12/10/96) attached as Exhibit F, and the Inter-local Cooperative Agreement for Regional Ice Facility between PCMC and SBSRD (8/26/04) attached as Exhibit G, and related documents attached as exhibit G1 and G2.

WHEREAS, the governing bodies of each jurisdiction desire to clarify and augment existing agreements specified herein which all ~~p~~P~~arties~~ Parties agree have benefited the constituents of each jurisdiction, and to ratify and reaffirm specified existing agreements between SBSRD and PCSD and between PCMC and PCSD so long as such agreements do not conflict with specific provisions of this Agreement,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ~~p~~P~~arties~~ Parties agree as follows:

1. Definition and Description of Parties and Terms:

- a. “SBSRD” shall mean the Snyderville Basin Special Recreation District, a Utah body politic, whose principal address is c/o District Director, 5715 Trailside Drive, Park City, Utah 84098.

- b. "PCMC" shall mean Park City Municipal Corporation, a Utah body politic, whose principal address is c/o City Manager, P.O. Box 1480, Park City, Utah 84060.
- c. "PCSD" shall mean ~~the Board of Education of~~ Park City School District, a political subdivision of the State of Utah, whose principal address is c/o Superintendent, 2700 Kearns Blvd., Park City, Utah, 84060. PCSD may also encompass the Board of Education of Park City School District as the governing body of PCSD.
- d. "Fields and Facilities" shall mean the all playing fields and buildings or fixtures constructed thereon described and/or located herein and on Exhibits attached hereto.
- e. "Regional Recreation Committee" shall mean an oversight committee comprised of the following members: two SBSRD Basin Recreation Board Members; two Park City Council Members; two members of the Board of Education of PCSD ~~ark City School Board Members~~, and two appointed staff liaisons from each jurisdiction. The Regional Recreation Committee is advisory only and shall be responsible for making recommendations to the governing boards of the ~~jurisdictions~~ Parties. The Regional Recreation Committee will appoint a Fields and Facilities Joint Use Committee.
- f. "Regional Recreation Program" shall mean the SBSRD and PCMC recreation program inventory existing at the time of execution of this document and other recreation programs developed by either SBSRD or PCMC over time, and as directed pursuant to this Agreement.
- g. "Stakeholder" shall mean user groups recognized by the ~~p~~Parties with a need to declare home field(s) or facilities as a requirement of their club or league. To qualify, Stakeholder groups must be ~~non-profit and~~ comprised of no less than seventy-five percent (75%) 75% of athletes residing within the boundaries of the PCSD or SBSRD service territory boundary ~~ark City School District and Snyder~~ Basin Special recreation District and be considered in good standing on all sStakeholder requirements (fees/rosters). The user group will support SBSRD and PCMC through payment of established user fees that contribute to ongoing field/facility maintenance costs. -A list of

recognized Stakeholders at the time of execution of this document is attached as Exhibit A and may be amended from time to time.

~~h.~~ h. “Tier System” shall mean the classification of fields by the ~~p~~Parties according to the use, expectation, and impact of play. This program will selectively raise the quality of specific fields through limited programming and public education. The Tier System is described and attached as Exhibit B and may be amended from time to time~~ee~~.

2. Purpose of Agreement:

In establishing this Agreement, SBSRD, PCMC and PCSD seek to:

- a. Encourage the joint use of the Fields and Facilities between the ~~p~~Parties, and give priority usage, after the owning ~~agency~~Party's programming and/or on-going community obligations are met, to the requests submitted by the other ~~agencies~~Parties and ~~s~~Stakeholder groups;
- b. To designate the rights and responsibilities of each ~~p~~Party to effectively and efficiently manage the shared use of the Fields and Facilities;
- c. Establish procedures to encourage cooperative working relationships between SBSRD, PCMC and PCSD personnel at all levels and to quickly resolve issues;
- d. Encourage joint and cooperative ventures, including facility maintenance and development;
- e. Equitably distribute the time and cost of the use of the Fields and Facilities;
- f. Regularly report the outcomes of joint use endeavors to SBSRD, PCMC and PCSD personnel, elected officials and citizens.

3. General Provisions of ~~T~~the Agreement:

- a. SBSRD and PCSD entered into a Lease and Joint Use Agreement for Use of Middle School Facilities for Recreation, effective December 10th, 1996 (Middle School Facilities Lease), for use of fields at the Ecker Hill Middle School site. Subject to prior termination, as provided therein, the term is for thirty (30) years commencing on December 10, 1996. -At the option of SBSRD the Middle School Facilities Lease shall be extended upon the same terms and conditions for an additional twenty (20) year term. -The extended term shall be automatic unless the SBSRD notifies the District, in writing, at least one-hundred and eighty (180) days prior to the expiration of the original term of SBSRD's intention to not extend the term of the Middle School Facilities Lease. -This Agreement is intended to clarify

and augment the Middle School Facilities Lease, Agreement and Joint Use Agreement adopted by SBSRD and PCSD in December, 1996. 2,107,396 as of December 31, 2017

a.b. _____ PCMC and PCSD entered into a Lease and Agreement for Use of School Facilities for Recreation, effective November 8th, 1990, for use of fields and facilities at the North 40 Fields, Treasure Mountain Junior High School, and Park City High School. -Subject to prior termination, as provided, the term is for thirty (30) years commencing November 8, 1990. -PCMC, at its sole discretion, may extend the term by twenty (20) years by providing notice to PCSDthe District of its intent to extend by November 8, 2019. This Agreement is intended to clarify the Lease and Use Agreement in particular for the following provisions:

1. PCMC shall be entitled to use PCSD gymnasium facilities up to three hundred (300) 300 hours per calendar year. -The three hundred (300) 300 hours may be used for adult or youth programs and be scheduled through the PCSD District office.
2. In consideration for the three hundred (300) 300 hours of PCSD gymnasium use, PCMC has spent over One Million Dollars (\$1,000,000) to construct the high school field complex, and continues to maintain PCSDSchool District fields at Park City High School, Treasure Mountain Junior High School and the North 40 to the standards of all other city--owned athletic facilities.-- This includes all costs associated with operation of the facilities including irrigation water, janitorial, utilities, garbage collection, repairs &and maintenance.

~~b. This Agreement is intended to fully replace the Memorandum of Understanding on Cooperative Youth Sports Programming and Facility Operations and Maintenance adopted by SBSRD and PCMC on March 24, 2000, as amended August, 2001 and December, 2002, and which expired August, 2005.~~

c. This Agreement is general in nature to the Fields and Facilities. -Each site lends itself to unique opportunities for recreational use and improvement. -When deemed appropriate by the pParties, individual

site specific plans and maintenance agreements will be approved by the ~~p~~Parties for implementation, and thereafter be attached hereto and made a part hereof. -Individual site specific agreements as of the date of this Agreement are attached as Exhibit C, 1 through 17.

- d. This Agreement is intended to enhance and not interfere with the primary missions of ~~the~~SBSRD, PCMC ~~and/or~~ PCSD.
- e. The ultimate responsibility for decisions related to use of facility space shall remain with the owner of the facility.
- f. Each ~~p~~Party recognizes and respects the SBSRD, PCMC and PCSD budget and administrative processes that must be used in providing services.
- g. It is an objective of ~~the~~SBSRD, PCMC and PCSD to increase general community access to and use of school facilities. -While the focus and prioritiesiesy addressed in this ~~a~~Agreement isare centered around access byon SBSRD, PCMC and PCSD to access-of their respective facilities, all ~~agencie~~Parties agree to cooperate to the extent possible to increase general community use of the facilities.

~~h.~~ The execution of this Agreement and a renewal or extension of this Agreement must be authorized by the governing boards of each jurisdiction.

~~4.~~ 5. Regional Recreation Committee

~~a.~~ a. There is created under the terms of the Agreement an advisory committee comprised of six (6) governing board members and six (6) staff liaisons, selected as follows:

- Two (2) ~~members of the Board of Education of School District~~PCSD Board members appointed by the ~~School~~ Board and two (2) PCSD staff liaisons appointed by the PCSD sSuperintendent of Schools.~~tmanagement.~~
- Two (2) ~~Basin Recreation~~SBSRD Board members appointed by the ~~Recreation District Board an~~d two (2) staff liaisons appointed by the SBSRD District Executive Director~~management.~~

- Two (2) City Council members appointed by the Park City Council and two (2) staff liaisons appointed by ~~management~~the City Manager.

~~b.~~ The Advisory Committee may make recommendations to SBSRD, PCMC and PCSD governing boards regarding matters relevant to the satisfactory operations of the Fields and Facilities.

~~c.~~ c. The governing Board of each jurisdiction and their executive officer shall appoint members of the Regional Recreation Committee annually. In the appointment or re-appointment of any committee member, each jurisdiction ~~should~~will provide for the staggered terms of ~~their~~its representatives.

~~d.~~ d. Any vacancies on the Regional Recreation Committee may be filled by a replacement named by the governing board or executive officer appointing the person creating the vacancy. -The Committee will continue to function with the vacancy. -The existence of a vacancy shall not affect any actions taken by the Committee during the period of any vacancy.

~~e.~~ e. The Regional Recreation Committee shall establish a “Fields and Facilities Joint Use Committee” (Joint Use Committee) to supervise the scheduling and day-to-day operation of the Fields and Facilities. Through the Joint Use Committee, this Agreement seeks to provide a framework and administrative support for collaboration and decision-making among SBSRD, PCMC and PCSD personnel.

1. The ~~Fields and Facilities~~-Joint Use Committee will be made up of ~~SBSRD Basin Recreation~~ and PCMC ~~Parks & Recreation~~ staff, ~~PCMC Sports Complex~~ staff, and PCSD athletic department and school facilities staff. -PCSD athletic department personnel will invite Physical Education teachers for input as deemed necessary.

~~f.~~ f. The Regional Recreation Committee shall meet annually in April to review this Agreement and the effectiveness of operations under the management of the Joint Use Committees. -Any ~~p~~Party may request additional meetings upon giving sufficient notice to the other ~~p~~Parties designating the time, place and purpose of any special meeting.

5. 6. Fields and Facilities Joint Use Committee:

- a. The Fields and Facilities Joint Use Committee will receive requested calendaring of activities and events from each ~~p~~Party and, through ~~their-its~~ designee, shall coordinate access to and use of the ~~F~~fields and ~~F~~facilities within the parameters and limitations set by this Agreement and Exhibits hereto.
- b. Field and Facility schedules will be based on priorities established by the managing entity with the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the Utah High School Athletic Activities Association. ~~-~~Improved scheduling may create an opportunity to expand programming.
- c. Field schedules will be based on Joint Use Committee consensus to achieve balanced field use, i.e., which programs or clubs are best suited to which facilities in the greater Park City area. ~~-~~Items to be considered should include: appropriate~~right~~ field for the sport, support facilities (parking, access, rest room availability), ~~present~~ condition of the field, days, dates and times of play, impact to surrounding neighborhood, consideration of parks maintenance programs and work schedules.
- d. Field use overlays will be reviewed twice annually, in late February/early March (six to eight weeks before spring season) and again in late May/early June (before the end of the school year) for the Fall season to spell out responsibilities of field use.
 1. SBSRD and PCMC shall be responsible for preparation and maintenance of all playing fields and facilities located within their respective boundaries for SBSRD and PCMC sponsored programs. ~~-~~Each jurisdiction will absorb prep~~-~~related expenses for these programs. The Joint Use Committee will address any departures from this policy.
 2. SBSRD and PCMC events staff and the PCSD designated Facilities Coordinator, Athletic Director and other school administrators, as necessary, shall be responsible for ongoing communication with the Field and Facilities Joint Use Committee to ensure that use of a

rolling calendar for advance scheduling of special events (up to one (1) year in advance) continues to respect the prioritization policies of each agencyParty and every venue, or seeks approval for a policy exception from the governing jurisdiction.

- e. An ~~end-of-season~~ meeting will be held to evaluate field conditions, and make recommendations for field use in spring season ~~and adjust Tier System positioning, if necessary.~~
- f. Scheduling of indoor facilities will be coordinated at standing meetings to be held in ~~the last week of May/first week of June and again in the first two weeks of~~ September. ~~The purpose of the May/June meeting is to review requests for facility use for school athletics and public recreation programs in the coming school year (schools, PC MARC, Field House, and Ice Rink). The September meeting is intended to refine indoor scheduling at these sites.~~

A programming subcommittee will be appointed by the Fields and Facilities Joint Use Committee to meet on an as needed basis. ~~Its purpose is to review what public recreation programs are happening when, to be sure programs are complementary and compatible.~~

~~This group will invite participation of IT representatives to utilize technology in order to facilitate web-based cross-promotion of recreation programs between Agencies.~~

6.7. Regional Recreation Program Administration

- a. Each jurisdiction will operate youth and adult recreation programs under the following guidelines:
 - 1. No fee differentials. All residents of SBSRD, PCMC and PCSD will pay the locals resident rate for facility use and program participation. Entities may establish earlier registration periods for constituents before opening registration to all jurisdictions.
 - 2. Registration and participant fees for all programs will be received by the sponsoring jurisdiction.
 - 3. Unless otherwise agreed to by the pParties, in the development of new regional recreation programs each

agencyParty agrees to utilize hard structure facilities currently owned and operated by ~~their~~ its jurisdiction to avoid constituent confusion over the program sponsor.

4. Fields will be scheduled as described in Section 5, above.
5. Site-specific policies attached hereto as Exhibit C, 1 through 17, will guide maintenance, hours of use, scheduling and coordination, improvements, and compensation.

7.8. General Guidelines for Joint Use

- a. All joint use programming and activities scheduled under this Agreement will comply with the “Interagency Field Use Policies,” attached hereto as Exhibit D (including its own Exhibits A and B), which have been adopted by ~~the~~ SBSRD, PCMC and PCSD.
- b. The mutual goal of ~~the~~ SBSRD, PCMC and PCSD will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow completion of a program cycle and, when necessary, to relocate programming. -When possible, each agencyParty will assist the other in locating alternative space.
- c. PCSD will formulate and enforce general rules and regulations governing student and PCSD~~District~~ personnel conduct and use of the Fields and Facilities on PCSD property during school hours and for school purposes which use shall be under the supervision of PCSD personnel.
- d. SBSRD and PCMC will formulate and adopt rules and regulations governing the conduct and use of the Fields and Facilities on PCSD property by the general public during those hours not scheduled by the PCSD.
- e. All programming and activities scheduled under this ~~a~~ Agreement will comply with and enforce the owner agencyParty’s policies. The ~~p~~ Parties agree that indoor use of other agenciesParties’ facilities for recreation or athletic programs will require higher levels of supervision by the using agencyParty.

- f. When any pParty to this Agreement contemplates a change in policy, fees, budget or organization that could impact the joint use access of the others, that agencyParty will consult with the other Parties agencies far enough in advance so that the other Parties agencies can analyze the impacts and plan for the change.
- g. Each of the pParties hereto will adopt and implement appropriate risk management measures to minimize and/or eliminate liability during those periods of respective use of recreation facilities by that pParty. Each of the pParties agrees to provide immediate notice to the other of any dangerous or unsafe condition on the premises that is discovered or created at the fFacilities through sponsors or participants of an event scheduled by either pParty. -Each of the pParties shall correct any noted deficiencies under their risk management programs immediately upon becoming aware of the same.
- h. In lieu of damage deposits, the pParties agree to pay the reasonable value of, or to repair, any damage to the Fields and Facilities or Amenities or owner property missing from the premises that occurs during use while under the supervision of that pParty.
 - 1. The owner agencyParty shall, through its designated representative, inspect areas of use and shall notify the user agencyParty of damage or loss within three (3) working days after inspection.
 - 2. Such notification shall consist of sending an email to the user agencyParty's designated representative with the area or areas involved, description of damage, and estimated and/or fixed costs of repairs or property replacement.
 - 3. Except as otherwise mutually agreed, the user agencyParty shall not cause repairs to be made to any building or item of equipment for which the owner agencyParty has responsibility. -The owner agencyParty agrees to make such repairs within the estimated and/or fixed costs agreed upon. -The user agencyParty agrees to reimburse the owner agencyParty at the agreed upon cost.

4. The owner agencyParty shall invoice the user agencyParty within seven (7) days of completion of repairs or replacement of missing property. -The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. -If the repair is contracted, a copy of the contractor's itemized statement must be attached. -Actual costs shall be invoiced if less than estimated and/or fixed costs. Reimbursement shall be made within thirty (30) days from receipt of such invoice.

5. The user agencyParty shall retain the right to disagree with any and all items of damage to buildings or equipment or missing property as identified by the owner agencyParty provided this challenge is made within ten (10) working days after a first notification. Disagreements shall be made in writing to the owner agencyParty and shall clearly identify the reasons for refusing responsibility for damages. -Failure to do so within the prescribed time period shall be considered as acceptance of responsibility by the user agencyParty. Settlement of disagreements shall be made by an on-site investigation involving both the owner and user agenciesParties and their designated representatives. -In the event agreement cannot be reached, the matter shall be referred to the Regional Recreation Committee for review and consideration. The decision of the Regional Recreation Committee on such matters shall be final.

i. Specific requests by any pParty for services, equipment or facilities not covered under this aAgreement may be provided, at direct charge, to the agencyParty making the request. -For example, SBSRD and PCMC will pay PCSD for custodial or other support staff, which are required or requested at a time that a school custodian is not normally scheduled in the school building as specified in the Facilities Request Form. -If the PCSD wishes to have SBSRD or PCMC perform field preps for athletic events which are outside of regular maintenance, then PCSD agrees to compensate the -provider of the service at an agreed upon rate.

- j. User fees to support broader public use of the Fields and Facilities by local residents may be charged by the agencyParty scheduling the event or activity to help offset the expense of operations and maintenance. -Increases in user fees are subject to the approval of the governing boards of the jurisdictions.

SBSRD shall collect the revenue associated with field user fees paid by Stakeholders for field use in Fall seasons and PCMC shall collect the revenue associated with field user fees paid by Stakeholders for field use in Spring seasons.

- 1. For non-stakeholder reservations requested by constituents residing within the boundaries of PCSD, the scheduling agencyParty will assess resident user fees based upon established fee schedules adopted by itstheir governing board. The scheduling agencyParty will keep revenues.

- 2. Non-resident, or “out of area” user fees shall be assessed by the scheduling agencyParty based upon established fee schedules adopted by itstheir governing board. -The scheduling agencyParty will keep revenues.

- k. Where possible, ~~the~~ SBSRD, PCMC and PCSD will pursue opportunities to develop and improve joint use Fields and Facilities to support recreation and athletic programming by all agenciesParties.
- l. Special events, including tournaments, are subject to a special event permitting process independent of this Agreement, and the event regulations and rate schedules adopted by SBSRD/Summit County, PCMC, and PCSD as amended from time to time.

8.9. Hold Harmless Indemnification and Insurance.

- a. HOLD HARMLESS; INDEMNIFICATION:
SBSRD, PCMC and PCSD agree to assume all risks in the operation of their own recreation programs and facilities and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property which arise out of their own programs even if they occur on another Pparty's property. -SBSRD agrees to indemnify, hold harmless and defend PCMC, ~~and~~ PCSD, and their agents and employees

from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of ~~Basin Recreation~~ SBSRD's programs on premises specified in the Exhibits attached hereto. PCMC agrees to indemnify, hold harmless and defend SBSRD, ~~and~~ PCSD, ~~and~~ their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of SBSRD or PCMC programs on premises specified in the Exhibits attached hereto. ~~PCSD agrees to indemnify, hold harmless and defend SBSRD, and PCMC, and~~ their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of ~~PCSD~~ district programs on premises specified in the Exhibits attached hereto. This indemnity provision shall be valid and enforceable only to the extent of the negligence of the ~~p~~Party. The provisions of this section shall survive the expiration or termination of this Agreement. ~~This section supersedes Section 8.0 (a) in the PCMC/PCSD Lease and Agreement for Use dated November, 1990.~~

b. INSURANCE:

For the duration of this Agreement, each ~~p~~Party shall maintain a policy of general liability insurance written on an occurrence basis in an amount of at least Two Million Dollars (\$2,000,000) per person and Two Million Dollar (\$2,000,000) \$2,000,000 per person and \$2,000,000 per incident or occurrence. ~~SBSRD shall be named as an additional insured on the PCMC and PCSD policy. PCMC shall be named as an additional insured on the SBSRD and PCSD policy. PCSD shall be named as an additional insured on the SBSRD and PCMC policy. The 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. A Certificate of Insurance with a thirty (30)30-day cancellation notice provision to each pParty shall be provided to each pParty and shall be maintained continuously during the term of this Agreement. Such certificate shall provide that the insurance coverage is primary and not contributory to any insurance policy maintained by the other Parties. Each Pparty may carry whatever additional insurance they it deems appropriate. SBSRD will continue to carry building and~~

contents insurance on recreation out-buildings at Ecker Hill Middle School which ~~it~~they operates and maintains. This section supersedes Section 8.0 (b) in the PCMC/PCSD Lease and Agreement for Use dated November, 1990. PCMC will no longer be required to hold Fire and Extended Coverage Insurance on the leasehold improvements.

9.10. Event and Concession Revenues

- a. Ticket prices, if any, for an event or activity will be determined by the event organizer, ~~H~~however, the distribution of ticket revenues and responsibility of payment of all taxes, if any, shall be agreed upon between the property owner and event organizer -unless otherwise prescribed in the Individual Site Specific Agreements attached as Exhibit C.
- b. With permission of the property owner and/or contracted vendor, concessions may be sold at the option of the event or activity organizer, ~~H~~however, the distribution of concession revenues and responsibility of payment of all taxes, if any, shall be agreed upon between the property owner, contracted vendor, and event organizer unless otherwise prescribed in the Individual Site Specific Agreements attached as Exhibit C. -Event organizers will be required to honor any pre-existing agreements the property owner has in place.

~~10.11.~~Compliance with Applicable Law. When using the Fields and Facilities, each ~~p~~Party hereto will comply with all applicable federal, state and local government laws, regulations, and orders as well as any Conservation Easements or Deed Restrictions related to the property, with respect to which the Party has been notified in writing of same. -If a specific event or activity scheduled by any ~~p~~Party would violate any such law, regulation, or order, all steps necessary to comply therewith will be taken, including canceling the event if compliance is not possible.

~~11.12.~~Suitable Use. The ~~p~~Parties will use the Fields and Facilities only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Fields and Facilities without first obtaining written approval of ~~the~~SBSRD, PCMC, or PCSD as may be appropriate.

~~12.13.~~Term. This Agreement shall be in effect upon its execution and filing with the keeper of the records by each of the ~~p~~Parties hereto for a period

of five (5) years. The keepers of the record ~~is~~are the PCSD Business Administrator,- PCMC Recreation Manager and SBSRD Planning & Legal Affairs Manager, respectively. This Agreement will automatically renew for five (5) year terms unless a pParty gives written notice of its intent to not renew at least six (6) months prior to the expiration of the term. -This Agreement will automatically expire no later than December 9, 2046. -In the event of any default of any provision of this Agreement, the non-defaulting pParties shall give the defaulting pParty notice of the default, which if not cured within thirty (30) days may constitute grounds for terminating this Agreement. -Any uncured default under the SBSRD/PCSD Lease and Joint Use Agreement dated December, 1996, or the PCMC/PCSD Lease and Agreement for Use dated November, 1990 (as such agreements have been modified herein) shall be grounds for termination or modification of this Agreement.

~~13.14.~~ Cancellation and Termination. It is agreed that any pParty shall have the privilege, with cause, to cancel and annul this Agreement on one (1) year prior written notice by registered mail, or by personal delivery of written notice, to the other pParties. -If any one pParty chooses to terminate this Agreement, the Agreement will be terminated for all pParties. Termination of this Agreement will not cause termination of any other agreement between the pParties.

~~14.15.~~ Integrated Contract. Except for the SBSRD/PCSD Lease and Joint Use Agreement dated December, 1996, the PCMC/PCSD Lease and Agreement for Use dated November, 1990 and the PCMC/SBSRD Inter-local Cooperative Agreement for Regional Ice Facility dated August, 2004 all terms of which expressly remain in force unless specifically rescinded or modified by the terms of this Agreement, this Agreement represents the agreement between the pParties with respect to the fFields and Facilities and uses addressed by this Agreement. -This Agreement only supersedes the aforementioned other joint use agreements or understandings between the pParties whether written or oral which are in conflict with the provisions of this Agreement.

~~15.16.~~ No Assignment. SBSRD, PCMC, and PCSD shall not assign their rights and duties under this Agreement without the prior written consent of the other pParties.

~~16.17.~~ Modification. There may be no modification of this Agreement, except in writing, signed by all pParties and executed with the same formalities

as this instrument. -New Fields and Facilities will be incorporated by the addition of site specific addenda. The pPParties acknowledge that over time the needs of each pPParty may change due to population growth and demographic change and therefore the terms of this Agreement will need to be modified from time to time. -The pPParties agree to negotiate in good faith and make necessary amendments to this Agreement to accomplish this intent.

~~17.18.~~ Clause Headings. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. -They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they appertain.

~~18.19.~~ Notice: Any notice required or called for under the terms of this Agreement shall be delivered by personal delivery or registered mail to the following addresses:

Superintendent	District Director	City Manager
PCSD	SBSRD	PCMC
2700 Kearns Blvd.	5715 Trailside Drive	P.O. Box 1480
Park City, UT 84060	Park City, UT 84098	Park City, UT 84060

~~1920.~~ Independent Relationship: The Parties intend that an independent relationship will be created by this Agreement. No agent, employee or representative of any of the Parties shall be deemed to be an employee, agent or representative of any of the other Parties for any purpose, and the employees of the respective Parties are not entitled to any of the benefits the other Parties provide for their employees. Each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees or representatives during the performance of this Agreement.

~~210.~~ Waiver: No failure of a Party to exercise any power given to it under this Agreement, or to insist upon strict compliance by the other Parties with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of that Party's right to demand exact compliance with those terms upon any subsequent default.

242. Government Records Access Management Act: The Parties acknowledge that each is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901. As a result, each Party is required to disclose certain information and materials to the public, upon request. Each Party agrees to cooperate with each other where requests for documents, materials and data in its possession relating to this Agreement and its performance hereunder are sought under GRAMA.

223. Governmental Immunity: Each Party is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the “Act”), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that each Party shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

234. Nondiscrimination: The Parties 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, gender identification, sexual orientation, age or ~~disability. the presence of any sensory, mental or physical handicap.~~

254. No Separate Entity: This Agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment of this Agreement. As allowed in UCA §11-13-201, the Parties are cooperating jointly together to exercise their individual powers and privileges.

265. No Third Party Beneficiaries: There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any person, other than the Party who receives benefits under this Agreement, shall be deemed an incidental beneficiary only.

276. *Interlocal Cooperation Act Requirements.* In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

a. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in UCA Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the governing bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

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

c. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the *Utah Interlocal Cooperation Act*.

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

287. Severability: The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

298. Exclusive Remedies: The remedies of the Parties specified herein shall be exclusive. None of the Parties shall have any other right, remedy or priority whatsoever.

3029. Counterparts: This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST:

**SNYDERVILLE BASIN SPECIAL
RECREATION DISTRICT**

~~Nate Brown~~, Gary Resnick Clerk

Ben Castro, Board Chair

**PARK CITY MUNICIPAL
CORPORATION**

Michelle Kellogg, City Recorder

Andy Beerman, Mayor

PARK CITY SCHOOL DISTRICT

Dr. Jill Gildea, Superintendent

Andrew Caplan, School Board President

APPROVED AS TO FORM:

Mark Harrington
City Attorney, Park City Municipal

David L. Thomas
Chief Civil Deputy Attorney, Summit County

Joan M. Andrews
FABIAN ~~V~~ANECOTT
Attorney for ~~the~~ Park City School District

EXHIBIT A

Stakeholders 2019

Field Stakeholders

Adult Soccer

~~Black Diamond Soccer Club~~

Park City Soccer Club

~~United Multicultural Sports Association~~

Park City Youth Lacrosse

Park City High School Lacrosse

Park City High School Summer Baseball

~~Silver Strikers Fast Pitch Softball~~ Silver Strikers Baseball

~~Team Altitude Girls Lacrosse~~

~~Park City Rugby~~

~~Park City Youth Competitive Baseball~~ Baseball

Park City Ute (Youth) Conference Football

212 Lacrosse

Ice Arena Stakeholders

Park City Curling Club

Park City Ice Miners

Park City Speed Skating Club

Park City High School Hockey

Figure Skating Club of Park City

Predators Women's Hockey

Wasatch High School Hockey

~~Pioneers Hockey Club~~

~~Park City Moose Hockey Team~~

Indoor Sport Stakeholders

Competitive Basketball

Volleyball

Park City High School Sports

EXHIBIT B

Parks Maintenance Tier System

Purpose: To balance out the use and maintenance of fields without taking away the quality and safety of the fields. -To classify fields according to the use, impact of play, and the level of service to maintain turf at a safe maintenance standard.

Tier 1

Description: High expectation and visibility. -Demand for a quality play surface is essential for the games to be played. -These fields are not to be used as practice areas and will be maintained at the highest safety and aesthetic standards.

Tier 2

Description: Tier 2 fields are commonly used for a variety of purposes. -These fields may be used for sports events or even non-sports related events. -The parks departments will maintain these fields to a public safety standard with a secondary emphasis on maintaining high aesthetic values. -These fields may also serve a specific neighborhood for kite flying, Frisbee or other types of non-organized play. -These fields may be used as practice sites but would be better used for games.

Tier 3

Description: ~~Tier 3 facilities:~~ -There may be a limited capital investment to protect. -Works well for practice area. -Can be scheduled for games when needed. Maintenance will include monitoring safety and basic upkeep. -Playability and turf quality are secondary.

Tier 4

Description: Tier 4 fields are classified as synthetic turf fields. -These are fields that can be scheduled for play during inclement weather. -These are also suited for intense practice of sports.

EXHIBIT C INDIVIDUAL SITE SPECIFIC AGREEMENTS

For purposes of the site specific agreements in this Exhibit C, the following definitions will apply:

School Facility Improvements shall include any capital improvements made to buildings, structures or parking facilities that directly benefit the school operations, regardless of whether the general public also utilizes these improvements. Such capital improvements include, but are not limited to, gymnasiums, the aquatic center and school parking lots. School Facility Improvements are not capital improvements to the playing fields.

Field Improvements shall include any capital improvements to the playing fields, including those intended primarily to make fields playable, such as irrigation modifications, large scale sodding of fields, bleachers, and improvements to drainage.

The following site specific agreements are contained herein:

1. TREASURE MOUNTAIN JUNIOR HIGH SCHOOL
2. PARK CITY HIGH SCHOOL FIELD COMPLEX
3. NORTH 40 FIELDS
4. DOZIER FIELD AT PARK CITY HIGH SCHOOL
5. ECKER HILL MIDDLE SCHOOL
6. TRAILSIDE ELEMENTARY SCHOOL
7. JEREMY RANCH ELEMENTARY
8. CITY PARK
9. CREEKSIDE PARK
10. LIBRARY FIELD
11. PARK CITY MUNICIPAL ATHLETIC AND RECREATION CENTER (PC MARC)
12. PARK CITY SPORTS COMPLEX
13. PARK CITY ICE ARENA
14. TRAILSIDE PARK
15. WILLOW CREEK PARK
16. BASIN RECREATION FIELDHOUSE
17. MATT KNOOP MEMORIAL PARK

EXHIBIT C-1: TREASURE MOUNTAIN JUNIOR HIGH SCHOOL

Lease/Own

PCSD owns the facility. ~~which~~ PCMC has entered into a long term lease agreement with ~~the~~ PCSD for the use of playing fields and gymnasium ~~use~~ located at Treasure Mountain Junior High School ("TMJH").

Field Maintenance

PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on TMJH property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the National Federation of High School Sports (-NFHS) for Utah High School Activities Association (-UHSAA) sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, soccer nets and baseball bases for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring ~~and~~ Fall, PCMC will perform initial field set up for PCSD use. If ~~the~~ PCSD wishes to have PCMC perform field preps outside of regular maintenance ~~the~~ PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of janitorial services in the exterior restroom building, and trash removal from the complex. PCSD shall bear the costs for repair and maintenance to the restroom infrastructure.

PCMC shall bear the cost of trash removal from the complex.

In the Spring and Fall, TMJH physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

Field Hours of Use

~~The~~ PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting ~~the~~ PCSD to reserve space in advance of PCMC or other groups, and by scheduling PCMC activities during non-school hours and non-sessioned school periods. ~~around the times school is in session.~~

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the

~~UHSAA Utah High School Activities Association~~, PCMC will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the ~~P~~parties, non-school hours shall mean after 5:00 pm ~~and prior to 6:00 a.m.~~ Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break as per the official school calendar adopted by PCSD and which is generally from the first week of June till the third week of August~~June 15 to August 15~~. Outside of the school year PCMC will have exclusive rights to schedule and use the field complex.

Field Scheduling and Coordination

Scheduling during PCSD school hours of use will be managed by PCSD personnel in accordance with ~~PCSD School District~~ policies. PCSD scheduling/use will be communicated to PCMC Field Scheduler.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Fields and Facilities Joint Use Committee and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will make-use best efforts to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements

PCMC shall not commence construction of new facilities, or demolition of existing structures or improvements without prior written consent from PCSD, which consent will not be unreasonably withheld. (ref. Exhibit E 5.0 (b))

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

PCSD may displace recreation improvements for the construction or development of any school facility provided that PCSD gives PCMC twelve (12) months written notice of intent to displace the improvements and compensates PCMC for the current value of improvements. The value may be established by mutual agreement or independent appraisal. (ref. Exhibit E 3.0 (e))

School Facility Maintenance

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service

PCMC will ensure that school facilities utilized for Park City Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity.

~~A PCMC staff member will whenever possible request an inspection with the custodian on duty prior to leaving the building.~~

School Facility Scheduling and Hours of Use

PCSD keeps the master schedule for gymnasiums at TMJH. PCMC will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make TMJH facilities available for use by PCMC on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

PCMC ~~or SBSRD~~ will submit a School Facility Request Form on behalf of SBSRD for purposes of scheduling youth recreation basketball leagues operated by the SBSRD which are considered joint programs between PCMC and SBSRD.

TMJH representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to PCMC facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by PCMC/SBSRD for the benefit of the community.

PCMC will schedule TMJH gymnasium for indoor stakeholders use. Any issues with the stakeholders will be communicated by PCSD to PCMC who will then talk to stakeholder and promptly resolve the issue to the reasonable satisfaction of PCSD. Any fees collected from stakeholders will belong to PCMC.

School Facility Improvements

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of PCMC so that program adjustments can be made.

Compensation Agreement

PCMC shall be entitled to use gymnasium facilities in the Leased Premises for up to three hundred (300) 300 hours per year at no charge. PCSD will maintain records showing the actual use of the facilities by PCMC.

PCSD will pay actual utility costs and custodial services for the first three hundred (300) 300 hours of gymnasium use. PCMC shall bear the cost of custodial or other support staff, which is required or requested by ~~either PCMC or PCSD~~ in excess of the established work hours of custodial staff.

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field/Facility Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other TMJH school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

EXHIBIT C-2: PARK CITY HIGH SCHOOL FIELD COMPLEX

Lease/Own

PCSD owns the facility and PCMC has entered into a long term lease agreement with ~~the~~ PCSD for the use of playing fields and the gymnasium ~~use~~ located at the Park City High School ("PCHS") Field Complex. ~~This lease does not include Dozier Field is not included in the lease and nothing in this Site Specific Agreement for the Park City High School Field Complex is intended to apply to it. There is a separate Site Specific Agreement applicable only to Dozier Field.~~

Field Maintenance

PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on the field complex property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, soccer nets and baseball bases for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring ~~&~~ and Fall PCMC will perform initial field set up for PCSD use. If ~~the~~ PCSD wishes to have PCMC perform field preps outside of regular maintenance the PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of janitorial services in the exterior restroom/concession building, and trash removal from the complex. PCSD shall bear the costs for repair and maintenance to the restroom/concession infrastructure.

PCMC shall bear the cost of trash removal from the complex.

In the Spring and Fall, PCHS physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

Field Hours of Use

The PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting the PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities during non-school hours and non-sessioned school periods. ~~around the times school is in session.~~

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the UHSAA Utah High School Activities Association, PCMC will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 5:00 pm ~~and prior to 6:00 a.m.~~ Monday through Friday and all day Saturday and Sunday. A Non-sessioned school period means the period that school is not in session for summer break as per the official school calendar adopted by PCSD, which is generally from June 15 to August 15. Outside of the school year PCMC will have exclusive rights to schedule and use the field complex.

Field Scheduling and Coordination

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD School District policies. PCSD scheduling/use will be communicated to PCMC Field Scheduler.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will ~~make use~~ best efforts to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements

PCMC shall not commence construction of new facilities, or demolition of existing structures or improvements without prior written consent from PCSD, which consent will not be unreasonably withheld. (ref. Exhibit E 5.0 (b)) .

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

PCSD may displace recreation improvements for the construction or development of any school facility provided that PCSD gives PCMC twelve (12) months written notice of intent to displace the improvements and compensates PCMC for the current value of improvements. The value may be established by mutual agreement or independent appraisal. (ref. Exhibit E 3.0 (e))

School Facility Maintenance

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. This is for interior facility space.

PCMC will ensure that school facilities utilized for Park City Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity. ~~A PCMC staff member will whenever possible request an inspection with the custodian on duty prior to leaving the building.~~

School Facility Scheduling and Hours of Use

PCSD keeps the master schedule for gymnasiums at PCHS. PCMC will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make PCHS facilities available for use by PCMC on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

PCHS representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to PCMC facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by PCMC for the benefit of the community.

School Facility Improvements

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of PCMC so that program adjustments can be made.

Compensation Agreement

PCMC shall be entitled to use gymnasium facilities in the Leased Premises for up to three hundred (300) hours per year at no charge. PCSD will maintain records showing the actual use of the facilities by PCMC.

PCSD will pay actual utility costs and custodial services for the first three hundred (300) hours of gymnasium use. PCMC shall bear the cost of custodial or other support staff, which is required or requested by ~~either PCMC or PCSD~~ in excess of the established work hours of custodial staff.

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field/Facility Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other PCHS school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

EXHIBIT C-3: NORTH 40 FIELDS

Lease/Own

PCSD owns the facility. PCMC has entered into a long term lease agreement with the PCSD for the use of playing fields located at the North 40 Fields.

Field Maintenance

PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on North 40 property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, and soccer nets for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring ~~and &~~ Fall, PCMC will perform initial field set up for PCSD use. If the PCSD wishes to have PCMC perform field preps outside of regular maintenance, the PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of trash removal from the complex.

In the Spring and Fall, TMJH physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

Field Hours of Use

~~The~~ PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting ~~the~~ PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities around the times school is in session.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the UHSAA-Utah High School Activities Association, PCMC will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 5:00 pm ~~and prior to 6:00 a.m.~~ Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break, ~~which is generally from June 15 to August 15.~~ Outside of the school year, PCMC ~~has~~ will have exclusive rights to schedule and use the field complex.

Field Scheduling and Coordination

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with ~~School District~~ PCSD policies.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will make best effort to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements

PCMC shall not commence construction of new facilities, or demolition of existing structures or improvements without prior written consent from PCSD, which consent will not be unreasonably withheld. (ref. Exhibit E 5.0 (b))

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

PCSD may displace recreation improvements for the construction or development of any school facility provided that PCSD gives PCMC twelve (12) months written notice of intent to displace the improvements and compensates PCMC for the current value of improvements. The value may be established by mutual agreement or independent appraisal. (ref. Exhibit E 3.0 (e))

Compensation Agreement

~~PCMC shall be entitled to use gymnasium facilities in the Leased Premises for up to 300 hours per year. PCSD will maintain records showing the actual use of the facilities by PCMC.~~

~~PCSD will pay actual utility costs and custodial services for the first 300 hours of gymnasium use. PCMC shall bear the cost of custodial or other support staff, which is required or requested by either PCMC or PCSD in excess of the established work hours of custodial staff.~~

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Local and out of area user group events are appropriate at this venue. An effort will be made to limit the scheduling of adult sports.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-4: DOZIER FIELD AT PCHS

Lease/Own

PCSD owns, operates and maintains Dozier Field at ~~PCHS~~~~Park City High School~~. PCSD has agreed to allow PCMC to schedule the facility for community use and recreation programs.

Field Maintenance

PCSD shall keep and maintain the Dozier Field complex and all structures, improvements and equipment which may now or hereafter be on Dozier Field property in good condition and repair, consistent with standards for similar PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports.

PCMC will provide all set up, maintenance, and cleaning for any PCMC event. PCMC shall bear the cost of janitorial services in the restroom building and trash removal from the complex after any PCMC sponsored event.

PCSD will provide all set up, maintenance, and cleaning for any PCSD event. PCSD shall bear the cost of janitorial services in the restroom building and trash removal from the complex after any PCSD sponsored event.

PCSD will provide any snow removal at ~~its~~~~their~~ discretion. PCMC will not provide any snow removal.

PCSD will supply necessary field equipment which includes goals, nets and corner flags for both PCSD and PCMC use. Club sports, such as lacrosse, shall be subject to an additional charge for field fencing.

The concession stand and press box (lights, P.A. system and scoreboard) at Dozier field will not be made available for non-school events other than if PCSD approves use on an event by event basis.

Field Hours of Use

~~The~~PCSD will be assured priority in the use of Dozier Fields for official school purposes by permitting ~~the~~PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities around the times school is in session.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the ~~UHSAA Utah High School Activities Association~~, PCMC will schedule use of Dozier Field for those periods not scheduled by PCSD.

Any requests for field lighting must be approved by PCSD.

Facility locked when not in use limiting public access. If access is needed contact PCSD or PCMC.

Field Scheduling and Coordination

PCSDMC keeps the master schedule for Dozier Field. The ~~PCSD Park City School District~~ has scheduling priority on Dozier Field. A “Request for Use of School Facilities” must be filled out and submitted for non-school activities not programmed by PCMC. PCMC will communicate field use schedules to PCSD Athletic Director.

PCSD will schedule all school events through PCSD staff scheduling for each quarter. Remaining open times during non-sessioned school periods will be available for scheduling by PCMC. All scheduling handled by Park City Recreation will be clearly communicated with the PCSD Athletic Director to confirm availability and to give notification to PCSD of use dates.

Compensation Agreement

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. There will be no charge for PCMC, PCSD or SBSRD sponsored programs approved by PCMC/PCSD.

Any visitor event or special event fees will be collected by PCMC. The collected fees will be split after expenses: ~~seventy five percent (75%)~~ 75% to PCMC and ~~and twenty five percent (25%)~~ 25% to PCSD. Any requests for fee waivers must be agreed to by both PCMC and PCSD.

The fees for above mentioned visitor events are set with agreement between PCMC and PCSD. For Dozier Field, there is an additional fee for use of the “gate” option if an event chooses to charge entry fees. Additional fees apply for field fencing, and use of the press box, lights and/or concession stand. ~~Refer to PSCD Fee Schedule for additional fees~~ ~~What are these fees and let’s clarify how to proceed when these are needed.~~

Should PCSD want to schedule use of Dozier for a ~~home~~, visitor or special event during summer hours or school year evening hours, ~~it~~they will notify Park City Recreation to verify scheduling. PCSD would then take responsibility for contracts, fees and collection, set up, maintenance and clean-up of the event. PCSD would also have the right to waive any fees for use of facility ~~without PCMC agreement~~.

Field Improvements

Any improvements needed or desired at Dozier Field will be exclusively handled by PCSD.

Parking

Parking for users at Dozier Field is limited to the parking lots which are marked for parking. The gates on the Lucky John ~~Drive~~ side of the field will not be opened for non-school events unless approved by PCMC and PCSD.

Facility Use Guidelines for Events

Permitting for special events will be restricted to non-school hours during the school year and during non-sessioned school periods and must be approved by PCSD.

Portable fencing is required at this venue for events and games. It is the responsibility of PCSD to set up and remove the fencing.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Special Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-5: ECKER HILL MIDDLE SCHOOL

Lease/Own.

SBSRD has entered into a long term lease agreement with the PCSD for the use of playfields and reasonable public access to the swimming pool, Exhibit F (the "Lease"). -In addition, the PCSD will provide to the public reasonable access to the swimming pool and gymnasium at EHMS, which the PCSD owns and maintains, at times that will not conflict with use by PCSD for educational purposes.

Field Maintenance.

SBSRD shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on EHMS property in good condition and repair, consistent with standards for similar SBSRD and PCSD facilities. ~~The~~ SBSRD will pay for all expenses associated with field maintenance activities and repairs within the complex. ~~PCSD~~ will pay for water. Water connections have been established to provide additional water through alternative service providers in the event of a drought or other system failure. The Pparties will negotiate in good faith to share the expense of additional water.

SBSRD shall bear the cost of janitorial services in the recreation out-buildings, and trash removal from the complex. PCSD will bear the cost of dumpster fees. At such time PCSD believes the impact of garbage generated as a result of field complex activity is in excess of standard dumpster capacity, the Pparties will agree on the location of an additional dumpster to be paid for at the sole expense of SBSRD.

In the Spring and Fall, EHMS physical education teachers will be given the opportunity to review SBSRD parks maintenance schedules ~~on a periodic basis~~ and ~~to~~ respond in order to avoid foreseeable conflicts. The Pparties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the Pparties.

SBSRD shall bear the cost of winter trails grooming at EHMS ~~the Ecker Hill complex~~ for the benefit of students and the public.

Field Hours of Use.

The PCSD will have exclusive use of the field complex from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless otherwise mutually agreed upon with the SBSRD.

~~The~~ SBSRD will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the Pparties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15 and published school breaks during the academic year.

Field Scheduling and Coordination

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with ~~PCSD School District~~ policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the ~~P~~parties.

The ~~P~~parties will make best efforts to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements.

Neither PCSD nor ~~SBSRD Basin Recreation~~ shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld. ~~(ref. Exhibit F 5 (b))~~

~~With respect to the above paragraph, the property covered by this Agreement consists of 18 acres of real property including Fields A & B and excess land that the SBSRD has the option to construct additional facilities on [ref. Lease Exhibit A, legal description m1d graphic, to Exhibit E of this Joint Use Agreement].~~

~~Prior to any improvements or construction on the playing fields Leased Premises, SBSRD shall submit to the PCSD complete specifications identifying the improvements or construction contemplated by SBSRD and, if possible, plans to be used in connection with the improvement or construction. (Ref Exhibit F 5 (c))~~

In May of 2008, the Park City School Board granted permission to SBSRD to make hardscape improvements in the areas adjacent to bleacher seating and behind backstops. Said improvements to be made at the sole expense of the SBSRD.

In June of 2008, the Park City School Board granted permission to SBSRD for improvement of expanded field space on the south west end of the Pinebrook field. Said improvement to be made at the sole expense of the SBSRD and maintained under the terms of this ~~joint use a~~greement.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

Playground

SBSRD will monitor safety and provide weekly inspections and maintenance to the playground equipment and safety surface at no charge to PCSD. Replacement of bark within the fall zone will be provided by SBSRD.

School Facility Maintenance

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD

facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. Repair of joint use areas shared within the school will be in accordance with section 7 of the General Guidelines for Joint Use.

SBSRD will ensure that school facilities utilized for ~~SBSRD programs~~Basin Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity.

~~A SBSRD staff member will whenever possible request an inspection with the custodian on duty prior to leaving the building.~~

School Facility Scheduling and Hours of Use

SBSRD ~~and PCMC~~ will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make EHMS facilities available for use by SBSRD ~~and PCMC~~ on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

EHMS representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by SBSRD for the benefit of EHMS students.

SBSRD will schedule EHMS gymnasium for indoor Stakeholders use. Any issues with the sStakeholders will by communicated by PCSD to SBSRD who will then talk to sStakeholder. Any fees collected from sStakeholders will belong to SBSRD.

Gym Use

SBSRD shall be entitled to use gymnasium facilities for up to ~~fivethree~~ hundred (~~5300~~) hours per year at no charge. PCSD will maintain records showing the actual use of the facilities by SBSRD.

PCSD will pay actual utility costs and custodial services for the first ~~threefive~~ hundred (~~5300~~) hours of gymnasium use. SBSRD shall bear the cost of custodial or other support staff, which is required or requested by SBSRD in excess of the established work hours of custodial staff.

Aquatic Center

PCSD has adopted the PCSD Administrators' Manual which outlines three priority uses of the Aquatic Center, as follows: (1) District Instructional Facility during the school day; (2) Community Recreation Programs before and after school, evenings, weekends and holidays, and; (3) Home pool for ~~the PCHS ark City High School SS~~Swimming and Diving Teams.

The Aquatic Center schedule is published on the ~~PCSDark City School District~~ website, listing hours for public programs and activities including, but not limited to, Open Swim, Lap Swim, Master Swim, Tiny Tot, and water fitness classes.

School Facility Improvements

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of the SBSRD so that program adjustments can be made.

Compensation Agreement

| PCSD will provide SBSRD with use of EHMS ~~S~~school facilities for youth basketball programs and camps held during school break periods at no charge. There will be no charge for other SBSRD programs deemed by the school principal to directly benefit students of EHMS. Consideration of fee waivers for other SBSRD sponsored programs or events approved in response to a facilities request application submitted by SBSRD will be determined on a case by case basis by PCSD.

| SBSRD shall bear the cost of custodial or other support staff for ~~its~~~~their~~ programs, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

At such time PCSD budgets for the resurfacing of the gymnasium floor, PCSD will notify SBSRD so that consideration of a monetary contribution toward the resurfacing may be considered in the budget adopted by the SBSRD.

| Field Use Fees will be charged by SBSRD in accordance with fee schedules adopted by the SBSRD. Revenues will be used ~~to~~ for upkeep of ~~F~~field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

SBSRD will utilize Ecker Hill Aquatic Center pool facilities for summer and school break camp activities during open plunge pool hours established by PCSD. SBSRD will pay PCSD on a per participant basis at the established resident rate.

Facility Use Guidelines for Field/Facility Events

Permitting for special events utilizing [Field](#) facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other EHMS school facilities will be scheduled through PCSD.

[SBSRD Basin Recreation](#) and [Park City](#) Aquatic Center staff will coordinate in the calendaring of special events and activities in an effort to manage parking demands at this site.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-6: TRAILSIDE ELEMENTARY SCHOOL

Lease/Own.

PCSD owns Trailside Elementary (TSE) facilities.

Field Maintenance.

SBSRD shall maintain the playfields, specifically excluding the baseball field, according to field maintenance standards adopted by the SBSRD. SBSRD will pay for all expenses associated with field maintenance activities and repairs within the playfield area except any irrigation or irrigation-associated repairs. PCSD will pay for water.

~~SBSRD shall maintain the playfields according to field maintenance standards adopted by the SBSRD. The SBSRD will pay for all expenses associated with field maintenance activities and repairs within the playfield area. PCSD will pay for water.~~

SBSRD will be responsible for trash removal from the playfield area at ~~Trailside Elementary~~ TSE to dumpsters at Trailside Park.

In the Spring and Fall, the ~~TSE~~Trailside Elementary ~~pr~~ principal, or designee, will be given the opportunity to review SBSRD parks maintenance schedules ~~on a periodic basis~~ and to ~~identify~~respond in order to avoid foreseeable conflicts. The ~~P~~parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with physical education, recess activities and special events.

Field Hours of Use.

~~The~~ PCSD will have exclusive use of the playfields from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless mutually agreed upon with ~~the~~ SBSRD.

~~The~~ SBSRD will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the ~~P~~parties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15 and published school breaks during the academic year.

Field Scheduling and Coordination

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with ~~PCSD School District~~ policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the ~~P~~parties.

The ~~P~~parties will make best efforts to avoid parking conflicts between school functions, playfields, and shared parking at Trailside Park through communication of calendars and development of parking plans by designated staff.

Field Improvements.

Neither ~~the District~~ PCSD nor SBSRD ~~Basin Recreation~~ shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

School Facility Maintenance

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. Repair of joint use areas shared within the school will be in accordance with section 7 of the General Guidelines for Joint Use.

SBSRD will ensure that school facilities utilized for ~~Basin Recreation~~ SBSRD Programs will be left in substantially the same condition as existed prior to the scheduled activity. ~~A SBSRD staff member will whenever possible request an inspection with the custodian on duty prior to leaving the building.~~ SBSRD shall bear the cost of custodial or other support staff for SBSRD programs, which is required or requested by either Pparty in excess of the established work hours of custodial staff.

School Facility Scheduling and Hours of Use

SBSRD will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make TSE facilities available for use by SBSRD on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

TSE representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by SBSRD for the benefit of TSE students.

SBSRD will schedule TSE gymnasium for indoor Stakeholders use. Any issues with the Stakeholders will be communicated by PCSD to SBSRD who will then talk to Stakeholder and promptly resolve the issue to the reasonable satisfaction of PCSD. Any fees collected from Stakeholders will belong to SBSRD.

School Facility Improvements

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior notification of the SBSRD so that program adjustments can be made.

Shared Parking

SBSRD and PCSD mutually agree to allow shared use of parking under the following terms and conditions. PCSD desires to use ~~P~~property of SBSRD located at 5715 Trailside Drive as a public parking area during PCSD sponsored events. PCSD administrators at ~~TSE~~Trailside Elementary shall provide 48 hours notice to SBSRD prior to any school event that may require overflow parking. SBSRD desires to use ~~P~~property of PCSD at ~~TSE~~Trailside Elementary School as a public parking area at such times the field facility or gymnasium are programmed by the SBSRD after school hours and on weekends and during non-sessioned school periods. ~~The parties are indemnified and held harmless under paragraph 8 of the Joint Use Agreement for Recreation Facilities.~~

Compensation Agreement

PCSD will provide SBSRD with use of ~~TSE~~Trailside Elementary school facilities for youth basketball programs and camps held during school break periods at no charge. There will be no charge for other SBSRD programs deemed by the school principal to directly benefit students of ~~TSE~~Trailside Elementary. Consideration of fee waivers for other SBSRD sponsored programs or events approved in response to a facilities request application submitted by SBSRD will be determined on a case by case basis by PCSD.

SBSRD shall bear the cost of custodial or other support staff, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by SBSRD in accordance with fee schedules adopted by ~~the~~ SBSRD. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field/Facility Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other TSE school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-7: JEREMY RANCH ELEMENTARY SCHOOL

Lease/Own.

PCSD owns Jeremy Ranch Elementary (JRE) facilities.

Field Maintenance.

SBSRD shall maintain the playfields according to field maintenance standards adopted by the SBSRD. The SBSRD will pay for all expenses associated with field maintenance activities and repairs within the playfield area except any irrigation or irrigation-associated repairs. PCSD will pay for water.

SBSRD will be responsible for trash removal from the playfield area to dumpsters at JRE Jeremy Ranch Elementary.

In the Spring and Fall, the JRE Jeremy Ranch Elementary principal, or designee, will be given the opportunity to review SBSRD parks maintenance schedules in order on a periodic basis and identify to identify to respond in order to avoid any -foreseeable conflicts. The Pparties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with physical education, recess activities and special events.

Field Hours of Use.

The PCSD will have exclusive use of the playfields from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless mutually agreed upon with the SBSRD.

The SBSRD will have exclusive use of the field during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the Pparties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. The school year shall mean that period from August 15 to June 15.

Field Scheduling and Coordination

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with PCSD ~~school-district~~ policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The Pparties will make best effort to avoid parking conflicts between school functions and playfields through communication of calendars and development of parking plans by designated staff.

School Facility Scheduling and Hours of Use

SBSRD will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make JRE facilities available for use by SBSRD on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

JRE representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by SBSRD for the benefit of JRE students.

SBSRD will schedule JRE gymnasium for indoor Stakeholders use. Any issues with the Stakeholders will be communicated by PCSD to SBSRD who will then talk to Stakeholder and promptly resolve the issue to the reasonable satisfaction of PCSD. Any fees collected from Stakeholders will belong to SBSRD.

Field Improvements.

Neither ~~PCSD~~~~the District~~ nor ~~Basin Recreation~~~~SBSRD~~ shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

Compensation Agreement

SBSRD shall bear the cost of custodial or other support staff, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by SBSRD in accordance with Interagency Field Use Policies. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing

Public Access Trail

Public Access Trail

~~In August, 2009, the Snyderville Basin Special Recreation District requested that the Park City School Board consider granting a public access easement on their property bordering Bluebird Lane to ensure public access to a new Trailhead and East Canyon Creek Bridge Crossing should the public access through that portion of the PP-50 parcel on Bluebird Lane be blocked. The trailhead project is a cooperative effort between the Snyderville Basin Water Reclamation District and SBSRD.~~

~~Advice from legal counsel to the PCSD did not recommend an easement, which would give away a property right, but rather recommended the PCSD Board grant public access in the form of an “Access Agreement” for an undetermined period of time. The Board may revoke the access at any time in the future. It does not require a written agreement but was handled as a School Board action item with the specific requirements spelled out in the motion.~~

~~The trail alignment is proposed to depart Bluebird Lane above the PP-50 parcel boundary, and run parallel to the road to the common boundary between PCSD and SBWRD. The alignment will initially be mowed or 'weed whacked' and the native soil will be smoothed and contoured to form the trail tread and minimize erosion—a “sustainable trail” design.~~

~~The trigger for construction will occur at such time the Bluebird Lane access is blocked. At that time the SBSRD would proceed with installation of the 4' wide trail described above.~~

~~BOARD MOTION: To grant public access for an undetermined period of time on an area 20' wide by 306.52' adjacent to, and running parallel with, Bluebird Lane. The approximately 4' wide single-track trail to be flagged and approved by School District representatives in the field prior to construction with the intent to design the trail to be as close to the road edge as practical. PCSD has granted an Access Agreement to SBSRD to the East Canyon trailhead.~~

~~This Access Agreement shall be incorporated as a site specific exhibit to the Agreement for Joint Use of Facilities for Recreation dated May, 2007 whereby the parties agree to indemnify, hold harmless and defend one another, their agents and employees.~~

EXHIBIT C-8: CITY PARK

Lease/Own

PCMC owns, operates and maintains City Park.

Maintenance

PCMC shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use

Each park amenity and facility has its own various hours of operation. Generally City Park is closed from 2 a.m. to 6 a.m. open dawn to 11 p.m., seven (7) days a week.

Scheduling and Coordination

Scheduling of City Park facilities will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Scheduling of City Park facilities (Skate Park, Pavilions, Gazebo Area, Basketball, Jack Sutton Field, Rugby Field, Volleyball and Tennis Courts) will be managed by Park City Recreation.

Other than pavilions and volleyball courts on the North End, the facilities are not generally available for exclusive use with the exception of special events approved by PCMC and programs sponsored by Park City Recreation.

Improvements

PCMC will be solely responsible for all City Park improvements.

Compensation

City Park facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or SBSRD sponsored programs approved by PCMC in response to a facility use application submitted by PCSD or SBSRD.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-9: CREEKSIDE PARK

Lease/Own

PCMC owns, operates and maintains Creekside Park.

Maintenance

PCMC shall maintain the dirt jump park, facilities and amenities according to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use

Creekside Park ~~is is closed from 2 a.m. to 6 a.m.~~~~open dawn to dusk~~, seven (7) -days a week.

Scheduling and Coordination

Dirt Jump Park: Park City Recreation sponsored programs have first priority and are the only entity that is permitted to have exclusive use of the facility. Scheduling will be managed by PCMC.

Playground ~~and~~ Pavilion: These facilities are not available for exclusive use.

Improvements

PCMC will be solely responsible for all Creekside Park improvements.

Compensation

Creekside Park facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council.

Facility Use Guidelines for Events

Local and out of area user group events are generally not allowed at this venue.

The facilities are not generally available for exclusive use with the exception of programs sponsored by Park City Recreation.

EXHIBIT C-10: LIBRARY FIELD

Lease/Own

PCMC owns, operates and maintains the Library Field. There is a third-party preservation easement on this parcel that limits potential improvements. This easement is held by Summit Lands Conservancy.

Maintenance

PCMC shall maintain the Library Field to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use

The Library Field is closed from 2 a.m. to 6 a.m.~~open dawn to dusk~~, seven (7) days a week.

Scheduling and Coordination

The field is not available for scheduled local or out of area events. The field is unscheduled and open for public use by anyone.

Improvements

PCMC will be solely responsible for all Library Field improvements. Approval is required from Summit land Conservancy

Facility Use Guidelines for Events

Local and out of area user group events are generally not allowed at this venue.

The facilities are not ~~generally~~ available for exclusive use.

EXHIBIT C-11: PARK CITY MUNICIPAL ATHLETIC ~~&AND~~
RECREATION CENTER
(PC MARC)

Lease/Own

PCMC owns, operates and maintains the Park City Municipal Athletic ~~&and~~ Recreation Center ~~(PC MARC)~~.

Maintenance

PCMC shall keep and maintain the PC MARC facility and equipment in good condition and repair, consistent with standards for similar PCMC facilities. PCMC will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service.

PC MARC Scheduling and Hours of Use

PCMC will establish standard hours of operation. Generally, the PC MARC will be open seven ~~(7)~~ days a week, with reduced hours or full closure on holidays, as noticed.

Scheduling will be managed by PCMC. PCMC programs will have first priority. PCSD along with other stakeholders and local residents will have second priority with outside entities having remaining time on a space available basis.

Improvements

PCMC will be responsible for all PC MARC improvements.

Compensation Agreement

PCMC will provide PCSD with use of the tennis facilities for Park City High School Tennis Teams during approved in-season hours as specified in “scheduling and hours of use,” above. The courts may be used for team practices at no charge. PCSD will compensate PCMC for match/tournament play at the per court/per hour resident rate.

Use of the PC MARC by Park City High School Athletics during the off-season, or other than established in-season hours of use, will be paid for according to the PC MARC approved fee schedule.

PCMC will provide PCSD with use of facilities for pre-scheduled PCSD gym classes. PCSD will compensate PCMC for facility usage and fees associated with this use.

Consideration of fee waivers for PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case by case basis by PCMC.

PCMC will provide SBSRD use of the PC MARC gymnasium at no charge for a maximum of ~~130~~ ~~130~~ hours during the months of October through February. This use is for ~~Bitty & Jr. Jazz~~ youth ~~recreation~~ basketball programs.

The PC MARC gymnasium & Tennis Courts may be used for special events which may limit public access to these facilities.

PC MARC facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council.

Facility Use Guidelines for Events

The regular and routine business of the PC MARC, Recreation Department and PCMC shall receive primary use including but not limited to open or drop-in play, tournaments, organized programs and community sponsored celebrations.

Additional uses prioritized as follows:

1. Community events or celebrations held specifically for residents of the community.
2. Fundraising activities held to benefit local non-profit organizations
3. Outside uses that would be of a public nature and have an economic benefit to PCMC
4. Outside private uses with restricted admission that would have an economic benefit to the City.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

EXHIBIT C-12: PARK CITY SPORTS COMPLEX

Field Lease/Own.

PCMC owns, operates and maintains Park City Sports Complex. The Deed related to this property limits the use of the property to educational, open and recreation uses.

Field Maintenance.

PCMC shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by PCMC which meet the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with park maintenance activities, repairs, snow removal and water

Snow may be removed from the Sportex Field at the discretion of the City.

Budget permitting, PCMC, SBSRD and PCSD, in cooperation with stakeholders desiring to use the field for early spring play, agree to fund the removal of snow from the Sportex field to maximize its use. PCMC, SBSRD and PCSD will jointly evaluate the direct cost of snow removal annually in order for the parties to plan and budget for the service.

Field Hours of Use.

Park City Sports Complex has four fields of which two have lights. The non-lighted fields will be open from dawn to dusk and the two lighted fields will be open from dawn to 11 p.m., seven days a week.

Lighting Management Plan - Park City Sports Complex —(8-16-06)

The sports lights on fields C and D at the Complex will be operated by the Park City Recreation Sports Complex Manager. During daylight savings hours (March to October) no games will be scheduled past 9 p.m. PM in the evening, where and the game should be completed before at approximately 10 PM. The lights will be turned off thirty (30) minutes one half hour after the last game, and no later than 11 PM. From November through February the Sportex (artificial grass) field may be cleared of snow and available for use. If field lights are needed then they must be turned off a half hour after the last scheduled use and no later than 8 p.m. PM.

The parking lot lights are arranged on the site to provide the minimum lighting necessary for ingress and egress to the buildings. The lights at the Ice Rink parking lot and overflow lot will be used every night throughout the year. The lower lots and lights will be used as determined by the Sports Complex Manager.

The management of all of the lights at the Sports Complex will be subject to change by the Police Chief, Chief Building Inspector, Fire Marshall, Fire Chief, City Attorney, City Manager, and/or City Council and as may be regulated for use by any Federal, State or City codes and ordinances.

Field Scheduling and Coordination

Scheduling of field facilities will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Field Improvements.

PCMC will be solely responsible for all Park City Sports Complex improvements.

Field Compensation

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or SBSRD sponsored programs approved by PCMC in response to a field use application submitted by PCSD or SBSRD. PCMC acknowledges the \$50,000 gift from the PCSD to help complete the Sportex field.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

EXHIBIT C-13: PARK CITY ICE ARENA

Lease/Own.

PCMC owns, operates and maintains the Park City Ice Arena in accordance with the Inter-local Cooperative Agreement for Regional Ice Facility with the SBSRD dated August 26, 2004 (Exhibit G). The Deed related to this property limits the use of the property to educational, open and recreation uses.

Maintenance.

PCMC shall keep and maintain the Ice Arena and equipment in good condition and repair, consistent with standards for similar PCMC facilities. PCMC will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service.

Scheduling and Hours of Use.

Hours of operation are based on the demand for ice. Generally, the Ice Arena will be open seven days a week, with possible reduced hours or full closure on some holidays and for scheduled maintenance.

Scheduling will be managed by PCMC. PCMC programs will have first priority after events are scheduled. SBSRD along with Stakeholders and local residents will have second priority. Outside entities may use the facility having remaining time on a space available basis.

Ice programs and ice events sponsored by the facility take priority. All events must comply with the deed restrictions of this property requiring use to be recreational or educational, and with the Ice Strategic Plan adopted by PCMC City Council.

~~PCMC will establish standard hours of operation. Generally, the Ice Arena will be open seven days a week, with possible reduced hours or full closure on holidays, as noticed.~~

~~Scheduling will be managed by PCMC. PCMC programs will have first priority after events are scheduled. Stakeholders and local residents will have second priority with youth programs scheduled into prime time hours (Weekdays 3pm—9pm Weekends 6am—9pm). Outside entities having remaining time on a space available basis.~~

~~Ice programs and ice events sponsored by the facility will take priority during the main season, September through March. All events must comply with the deed restrictions of this property requiring use to be recreational or educational, and with the Ice Strategic Plan adopted by City Council.~~

Improvements.

PCMC will be responsible for all Ice Arena improvements.

Compensation Agreement

Use of the Ice Arena by those who live or work in Summit County ~~qualifies~~ qualify for local resident rates. Residents of Wasatch Counties also qualify for local rates.

Under the terms of the Interlocal Agreement for Ice, SBSRD will make an annual contribution to of \$50,000 per year to the Capital Replacement Reserve Fund. Per Exhibit G1 Letter of Consent: “The District and the City agree to review the amount of annual contribution and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund.”

Use of the Ice Arena by Park City School groups will be paid for according to the Park City Ice Arena approved fee schedule.

PCMC will provide PCSD with use of facilities for pre-scheduled PCSD gym classes. PCSD will compensate PCMC for facility usage according to the Park City Ice Arena approved fee schedule.

Consideration of fee waivers for PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case-by-case basis by PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue.

Events will limited to one per month during the peak season (October – March). Events creating significant program interruption will be limited to non-peak seasons (April – September).

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

EXHIBIT C-14: TRAILSIDE PARK

Lease/Own.

SBSRD owns, operates and maintains Trailside Park.

Maintenance.

SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by the SBSRD. The SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use.

Trailside Park is open dawn to dusk, seven (7) days a week.

Meeting rooms are available 7 a.m. to 10 p.m., seven (7) days a week.

Scheduling and Coordination

Scheduling of field facilities will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Scheduling of the Trailside Park facilities (Bike Park, Skate Park, Pavilions, Tennis and Volleyball courts) will be managed by SBSRD. Other than pavilions, the facilities are not generally available for exclusive use with the exception of special events approved by SBSRD.

PCSD and PCMC may submit a Trailside Meeting Room Request Form for community education based activities according to SBSRD policy. SBSRD will make Trailside meeting facilities available for use by PCSD and PCMC on a space available basis after the scheduling requirements for SBSRD programs have been met. SBSRD will respond as to the acceptance, denial or changes to each request in a timely manner.

Shared Parking

PCSD and SBSRD will make best efforts to avoid parking conflicts between park functions, school functions and shared parking at Trailside Park and/or Trailside Elementary through communication of calendars and development of parking plans by designated staff.

PCSD and SBSRD mutually agree to allow shared use of parking under the following terms and conditions. PCSD desires to use property of SBSRD located at 5715 Trailside Drive as a public parking area during PCSD sponsored events. PCSD administrators at Trailside Elementary shall provide 48 hours notice to SBSRD prior to any school event that may require overflow parking. The parties are indemnified and held harmless under paragraph 8 of the Joint Use Agreement for Recreation Facilities.

Improvements.

SBSRD will be solely responsible for all Trailside Park improvements, subject to the Summit County Conditional Use Permit process.

Compensation

SBSRD, PCMC, PCSD Agreement for Joint Use of Facilities for Recreation
Proposed for Adoption ~~May, 2019~~, 2018 April 2012

Field Use Fees will be charged by SBSRD in accordance with schedules adopted by the SBSRD. Revenues will be used to for upkeep of [field facilities](#). There will be no charge for PCSD or PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-15: WILLOW CREEK PARK

Lease/Own.

SBSRD owns, operates and maintains Willow Creek Park.

Maintenance.

SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by ~~the~~ SBSRD. ~~The~~ SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

SBSRD maintains the winter trails grooming program in and around Willow Creek Park. Budget and weather permitting, SBSRD maintains a portion of the one acre pond for ice skating.

Hours of Use.

Willow Creek Park is open dawn to dusk, seven (7) days a week.

Ice skating/winter pond use/ Nordic skiing are free and open to the public.

Scheduling and Coordination

Scheduling will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Improvements.

SBSRD will be solely responsible for all Willow Creek Park improvements, subject to the Summit County Conditional Use Permit process.

Compensation

Field Use Fees will be charged by SBSRD in accordance with schedules adopted by ~~the~~ SBSRD. Revenues will be used to for upkeep of Field facilities. There will be no charge for PCSD or PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue, However, no two out of area user group events will be programmed at this venue on back-to-back weekends.

Due to the proximity of the community-wide trail system toat this venue, park and trail events will be managed to avoid potential conflicts.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

EXHIBIT C-16: BASIN RECREATION FIELD-HOUSE

Lease/Own.

SBSRD owns, operates and maintains the Basin Recreation Fieldhouse.

Maintenance.

SBSRD shall keep and maintain the Fieldhouse facility and equipment which may now or hereafter be on SBSRD property in good condition and repair, consistent with standards for similar SBSRD facilities. SBSRD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. ~~Repair of damages that may occur during activities scheduled by PCSD or PCMC will be in accordance with section 7 of the General Guidelines for Joint Use.~~

Fieldhouse Scheduling and Hours of Use.

SBSRD will establish standard hours of operation. Generally, the Fieldhouse will be open seven (7) days a week, with reduced hours or full closure on holidays, as noticed.

Scheduling will be managed by SBSRD. SBSRD programs will have first priority. PCSD along with other stakeholders and local residents will have second priority with outside entities having remaining time on a space available basis.

During the first quarter of the school year, a SBSRD Fieldhouse representative will meet with the ~~PCHSSD High School~~ Athletic Director or designee to review and respond to ~~PCSD~~ PCSD facility use schedule requests for the current academic year. The purpose of this review is to accommodate in season ~~PCHS High School~~ Athletic program practices during the hours of 3:00 – 5 p.m., Monday through Thursday. The ~~PCHS High School~~ Athletic Director will be responsible for allocating time to in-season PCHS sanctioned sports.

Improvements.

SBSRD will be responsible for all Fieldhouse improvements.

Compensation Agreement

SBSRD will provide PCSD with use of Fieldhouse facilities for ~~PCHS ark City High School~~ sanctioned Athletics at no charge during approved in-season hours as specified in “scheduling and hours of use,” above.

Use of the Fieldhouse by High School Athletics during the off-season, or other than established in-season hours of use will be paid for according to the stakeholder fee schedule adopted by SBSRD at the lowest user rate.

SBSRD will provide PCSD with use of Fieldhouse facilities for the pre-scheduled PCSD Fifth Grade Track Meet, or for a “rain out” venue on a space available basis at no charge.

Consideration of fee waivers for other PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case-by-case basis by SBSRD.

SBSRD will provide PCMC with use of Fieldhouse facilities as a “rain out” venue on a space available basis at no charge.

SBSRD will support the PCSD Park City High Post High School Special Education Program for students with disabilities use of facilities and job training program at no charge to the PCSD or program participants.

Facility Use Guidelines for Events

1. Programs and special events sponsored by SBSRD will take first priority.
 - a. In accordance with CC&R’s of the Newpark Development Agreement, SBSRD will utilize the Fieldhouse facility for ten (10) days per calendar year for non-athletic events such as concerts and conventions.
2. PCSD and Stakeholder games/practices will take second priority.
 - a. Reservations by Stakeholder groups may be submitted up to six (6) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
 - b. All PCSD UHSAA sanctioned sports will be given priority from 3-5 p.m. on Mondays-Thursdays during the school year.
 - c. Reservations for Stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.
3. Non-resident groups will take third priority.
 - a. Reservations for non-resident groups may be submitted up to three (3) months in advance. Schedules will be confirmed within two (2) weeks of the time the reservation is submitted.
4. A Fieldhouse Use Application and Agreement must be submitted to SBSRDthe District at the time the reservation is made.
 - a. **Deposits:** Field+Reservations require a fifty percent (50%) deposit at the time of reservation confirmation.
 - b. **Final Payment:** Final payment for Fieldhousefacility use is due twenty-four (24) hours prior to Fieldhouse-occupancy. Special final payment arrangements will be considered at the request of Stakeholder groups reserving large blocks of time.
 - c. **Cancellations:** If a reserved facilityFieldhouse-activity is cancelled within forty-eight (48) hours prior to use, the entire fee will be forfeited. If, due to unforeseen circumstances, a cancellation is initiated by SBSRDthe District staff, the reservation holder will be given a full refund for that specific date or SBSRDthe District will provide a credit toward a mutually agreed upon future reservation.
5. Proof of local status is required for advanced reservations and to qualify for local user fees.

- ~~1. Programs and special events sponsored by SBSRD will take first priority.~~
 - ~~a. In accordance with CC&R's of the Newpark Development, SBSRD will utilize the Fieldhouse facility for a minimum of ten days per calendar year for non-athletic events such as concerts and conventions.~~
- ~~2. Reservations for Stakeholder activities will take second priority.~~
 - ~~a. Stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.~~
 - ~~b. Tournaments and qualified special events may be scheduled up to 24 months in advance, in accordance with special events application and review policies set forth in paragraph 5 below.~~
- ~~3. Reservations for Local Private Groups (non-stakeholders) will take third priority.~~
 - ~~a. Scheduling requests may be submitted up to four months in advance. Schedules will be confirmed within two weeks of the time the reservation is submitted.~~
- ~~4. Reservations for Out of Area Private Groups will take fourth priority.~~
 - ~~a. Reservations for non-resident groups may be submitted up to three months in advance. Schedules will be confirmed within two weeks of the time the reservation is submitted.~~
- ~~5. Special Events Application and Review Policies.~~
 - ~~a. Application for Special Events must be submitted no less than 120 days prior to the day of the event.~~
 - ~~b. Applications will not be considered more than 24 months in advance.~~
 - ~~c. The Fieldhouse Coordinator may reject the application if it is determined to be in conflict with historically high demand days, dates, and/or times when the facility is being used for its intended purpose in serving District constituents.~~
 - ~~d. The application may be recommended for further review by the Fieldhouse Coordinator in the following order:~~
 - ~~1. SBSRD Board~~
 - ~~2. Newpark Owner's Association Review Committee~~
 - ~~3. Park City Fire District~~
 - ~~4. Summit County Planning for applicable permitting when a request is made for any of the following: temporary structures such as tenting, outdoor vendors, banners, exterior lighting, parking demand in excess of space available, and high traffic volumes.~~
 - ~~e. A favorable decision on the application will not be made until the applicant has acknowledged that they are able to comply with all stipulations set forth in the review for the Special Event use.~~

EXHIBIT C-17: MATT KNOOP MEMORIAL PARK

Lease/Own.

SBSRD owns, operates and maintains Matt Knoop Memorial Park.

Maintenance.

SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by ~~the~~ SBSRD. ~~The~~ SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

SBSRD maintains the winter trails grooming program in and around Matt Knoop Memorial Park.

Hours of Use.

Matt Knoop Memorial Park is open dawn to dusk, seven (7) days a week.

~~Nordic skiing is free and open to the public.~~

Scheduling and Coordination

Scheduling will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the ~~P~~parties.

Improvements.

SBSRD will be solely responsible for all Matt Knoop Memorial Park improvements, subject to the applicable Summit County permit process.

Compensation

Field Use Fees will be charged by SBSRD in accordance with schedules adopted by ~~the~~ SBSRD. Revenues will be used to for upkeep of ~~F~~field facilities. There will be no charge for PCSD or PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue, ~~H~~however, no two (2) out of area user group events will be programmed at this venue on back-~~to-~~back weekends.

Due to the proximity of the community-wide trail system ~~to~~at this venue, park and trail events will be managed to avoid potential conflicts.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

Exhibit D

INTERAGENCY FIELD USE POLICIES

Definitions

1. **Field Agencies:** Those organizations who own, operate and maintain Ffields in Park City and the Snyderville Basin:

(For a complete listing of field inventory see Exhibit A.)

Park City School District
Snyderville Basin Special Recreation District
Park City Municipal Corporation Recreation Services

2. **Interlocal Agreement and Joint Use Agreements:** An agreement between two (or more) Field Agencies which govern site specific field use policies including, but not limited to application procedures, priority of use, hours of operation and field maintenance responsibilities.
3. **Joint Use Committee:** -A committee comprised of two (2) representatives of each Field Agency, appointed by their respective governing boards, to monitor and make determinations of best management practices related to field use.
4. **“Local” User:** -Groups with a Park City area mailing address, 84060, 84068 and/or 84098. Local Club sports, established as “stakeholders” participating in league play must demonstrate to the Field Agencies that 75% of participants reside within the Park City School District boundaries.
5. **“Out of Area” User:** Day visitors and corporate groups based outside the boundaries of the Field Agencies.) Out of Area Users must apply under the Special Event Application and pay applicable fees.
6. **Season:** The Field Agencies define the playing season for local sport field use as any consecutive four (4) month time period between mid-April through the third week of October, subject to spring and fall weather conditions. -Generally, spring/summer season is mid-April through mid-July; summer/fall season is mid-July through mid-October. Reservations will be considered during this time.
7. **Field Rest:** -A program in which a field may be taken out of play for at least one (1) season or until the field is deemed playable by the Field Agency, up to a maximum length of one (1) year. -Rest will be recommended when a field is identified as overused, after all attempts at coring, seeding and other standard agricultural practices have not produced “acceptable grass coverage” because there is not sufficient time for grass to reestablish and mature.

8. Acceptable Grass Coverage:- Determination of acceptable grass coverage is based on visual and technical assessment that evaluates turf density, color, cut, moisture level and compaction. -If there is dirt showing, the density of the grass has been reduced to an unacceptable level and field rest or remediation is recommended.
9. Tier System:- The classification of fields by the Field Agencies according to the use, expectation, and impact of play. Parks and Recreation staff will review field classifications annually. Resource allocation can be expected to vary between tiers. The Tier System is designed to selectively raise the quality of specific fields through limited programming and public education. (Ref. Exhibit B, Joint Use Agreement between SBSRD, PCSD, PCMC, amended April, 2012.)
10. Cancellation Matrix:- A decision matrix designed to establish consistency between the Field Agencies in considering alternative courses of action prior to the decision to cancel a scheduled game due to inclement weather (attached as Exhibit B). The Field Agencies acknowledge variations between the venues that may factor into the decision, including micro-climates and field drainage.

Purpose

The Field Agencies established these policies to guide Parks and Recreation personnel in field management practices. -The Field Agencies may alter, change, and add any rules they deem necessary to provide all citizens and field user groups of the greater Park City area high quality facilities and to protect the public. -Failure to follow these policies or any Field Agency policy could result in the field user group being held financially responsible for damages, or the loss of reservation privileges and facility use.

General Policies

1. Reservation policies for field use are site specific and may be governed by Interlocal agreements or joint use agreements between the Field Agencies.
2. The Field Agencies believe that it is in the best interests of all field users to define scheduling priorities for use of Fields.
 - 2.a. Programs and special events sponsored by the Field Agency(s) will take first priority.
 - 2.b. Local club sports (Stakeholders) and local private groups will take second priority.
 - 2.b.1. Reservations for local private groups may be submitted no earlier than ~~the first of~~ January 1st. Schedules will be confirmed no earlier than March 15th. -Tournaments and qualified special events may be scheduled up to one (1) year in (1) advance through the Special Event Application, or as otherwise provided for in contracts negotiated with the Field Agency(s). -It is the policy of

the Field Agencies to consider the prior year's field use history for special events, recreation programs and local club practice and game schedules.

2.b.2. Reservations for local club sport practice and games may be submitted to the Field Agencies when schedules become available to the local club. It is the responsibility of each club to provide game schedules to the entity overseeing the fields it will be using. Schedules will be confirmed within seven (7) working days of the request, provided that seasonal fees have been paid by the club.

2.b.3. Generally, club sports considered to be in their "competitive season" will take priority over those requesting reservations "off-season."

2.b.4. Scheduled games will take priority over practices.

2.c. "Out of area" groups will take third priority.

2.c.1. Reservations for Out of Area groups will be taken by the Field Agencies beginning the first week of March, during regular business hours and confirmed by March 30.

2.c.2 If an out of area group has been recognized as a contributor to economic development of the greater Park City area, special consideration may be given for advanced bookings negotiated between one or more Field Agencies, subject to the approval of each jurisdictional authority.

2.d. Unscheduled play will be on a "first come, first served" basis.

3. A Field Use Application and Agreement must be submitted to the Field Agency(s) at the time the reservation is made. Payment must be made at the time of reservation confirmation.

3.a. Separate application and applicable payment must be made to reserve Park pavilions and/or to schedule a special event, including tournaments.

4. Proof of local status is required for advanced reservations and to qualify for local user fees.

5. All groups are encouraged to schedule their field use time realistically, allowing for sufficient warm up periods and consideration for game "over time."

6. In an effort to maintain optimum sport field conditions, it is the policy of the Field Agencies to establish field rotation schedules and enforce periods of "rest" for field facilities.

6.a. The Joint Use Committee established by the Agencies, in consultation with the Programming subcommittee established by the Agencies, will determine field

rotation schedules based on reservation requests, impact and utilization of field user groups.

- 6.b. Practice areas may be established by the Field Agencies for the purpose of preventing game field damage due to overuse. Stakeholders scheduling practices between league play will be directed to designated practice areas to preserve condition of the game field.
- 6.c. Reservation schedules will respect those fields classified at rest.
- 6.d. Local users found in violation of rest periods may lose reservation privileges.
- 6.e. It is the policy of Field Agencies to schedule periods of maintenance for field facilities during regular business hours.
 - 6.e.1. Field maintenance activities on PCSD Park City School District joint use fields will be coordinated between parks maintenance personnel, physical education teachers, and after school athletic program representatives in the interest of safety and in order to reduce user conflict.
- 6.f. The established maintenance/prep window between special events is site specific. Up to three (3) days may be set aside, depending on the nature of the event, for purposes of mowing, pressure washing, placement of trash receptacles/removal of trash, irrigation check and adjustments, stocking of restroom supplies, field lining/prep, and safety checks (goals, bleachers, etc.).

8. The Field Agencies have adopted the cancellation policies set forth below.

- 8.a. ~~Field reservations may be canceled by the scheduling party up until seven (7) days in advance of play without penalty.~~ Cancellation within fourteen (14) days will result in forfeiture of the reservation fee. Refunds will NOT be returned to Applicants who do not use their reservation and fail to cancel as stipulated above.
 - 8.a.1. The cancellation provision stated in section 8.a. does not apply to local club sports having pre-scheduled their competitive season with the Field Agencies.
- 8.b. Reservations may be canceled by the Field Agencies at any time due to wet field conditions that (ia) are considered to be “hazardous” to participants, or; (iib) may result in excessive turf damage, according to the decision matrix attached as Exhibit B.
 - 8.b.1. –The Field User and/or its coach(s) shall check each field for safety before its use, and shall not permit play under conditions which are unsafe. The user shall promptly notify the Field Agency of any unsafe conditions.
 - 8.b.2. In the case of wet turf conditions, it will be the responsibility of the Field Agency designee to assess field conditions and determine if play is allowed

according to the cancellation matrix (Exhibit B). The decision of the Field Agency designee will be final.

8.b.2.1. Field cancellation decisions will factor in the importance of the game (i.e., playoff, or other need to complete the game), travel distance, and timing of closure in relation to game time and travel distance.

8.b.3. It is the responsibility of the game official to make decisions related to field safety/playability, according to the standards of the sport.

8.c. Re-scheduling of any game or event is the responsibility of the user. The reservation holder is encouraged to call as soon as possible to determine available dates. Generally, confirmed field reservations take priority over games or events to be rescheduled. Games or events to be rescheduled will take priority over field time reserved for practices.

8.d. Generally, reschedules take place with the same priority as original scheduling.

8.e. A local user group may request a variance from the se Field Use Policies. In consideration of the request, the Field Agency(s) may agree annually to certain terms to confirm the provisions of field reservations, guarantees, inspections, use restrictions, insurance, damage deposit and financial responsibility for turf repair associated with use of fields during poor weather conditions by the user group during ~~its~~their season.

9. In the event of a rain delay or other scheduling conflict due to unforeseen circumstances, a reasonable amount of time will be granted for game completion. -Delays in accessing Efield due to weather or field conditions will generally move all schedules by the amount of original delay. -It will be up to the scheduling parties, be they public recreation program, school group, club sport, or private party, to use best efforts s in negotiating a compromise acceptable to all parties on site.

10. It is the policy of the Field Agencies to assess fees in an effort to offset direct costs of field operations and maintenance. Field use fees adopted by the Field Agencies will be published annually. For field reservations outside of scheduled league play, the following policies will apply.

10.a. Fees are assessed according to the fee schedule and are due within seven (7) days of confirmation. -No refunds will be granted for reserved time that goes unused.

10.b. A security deposit of fifty percent (50%)~~one-half of~~ the total rental fee will be required for special events and tournaments and will be due upon~~with~~ confirmation of the application.

10.c. Person(s) securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean-up as needed.

- 10.d. Refunds will be granted in the event the reservation is canceled by the Field Agency, or when the game is called by the officiating referee.
- 10.e. Church and civic groups are subject to the same “Local” and “Out of Area” user fees published in the Field Agencies’ Fee Schedules. -Fee waivers are up to each individual Field Agency.
- 10.f. Individuals or groups who wish to use the facilities to host tournaments, camps or special events shall follow the application and permitting process established by the Field Agency(s) as detailed in the Site-Specific Policies (Exhibit A).

11. Regulations.

- 11.a. Hours of Use. Parks are open for use during daylight hours or extended hours if the park has lights, as published in the Site-Specific Policies (Exhibit A). No reservations will be made before or after these times.
- 11.b. Supervision. All persons using the Ffields shall be supervised by the User, or designee, at all times covered by the Field Agreement. Supervisors(s) must identify themselves as such to Field Agency personnel when asked.
- 11.c. Conduct. No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on property of the Field Agencies. Verbal or physical abuse of Field Agency staff, coaches, players, game officials and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately and future use may be jeopardized.
- 11.d. Field modifications. Any modification to the Ffields must first be approved by the Field Agency, including but not limited to placement of soccer goals, changing the shape of fields, or setting up of any temporary or permanent structures. All temporary shade structures must be approved by the Field Agencies and properly secured to the ground with either stakes or sandbags.
- Staking of temporary tents is prohibited on synthetic fields.
- 11.e. Damage and Clean up. The User shall require that all persons it is responsible for (coaches, players, spectators, and others) use the fields in a safe, prudent, and responsible manner and only for their usual and intended purpose. -The User shall be liable for any damage (other than ordinary wear and tear) resulting to the Ffields, including pavilions, restrooms and improvements adjacent to the Ffields by either the User or the persons it is responsible for supervising. -The User shall leave the Ffields in a clean and orderly condition. -All trash shall be disposed of properly and all equipment shall be returned to its designated location.
- 11 f. Sponsorship. -The User shall not represent or imply that the Field Agency in any way sponsors, supports, or endorses the activity for which the Ffields are to be used without the express written consent of the governing board of Field Agency,

or designee. All sponsorship signage must be approved by the individual Field Agency.

- 11.g. Concessions. -All concessions and fund-raising activities conducted on or adjacent to Ffields rented in this agreement shall be subject to licensing and permitting through Summit County or Park City Municipal Corporation, depending on the venue.
- 11.h. Alcohol and Tobacco. Alcoholic beverages are prohibited at all PCSD School District and SBSRD Fields and Facilities complexes.
- 11.i. Drugs. -No person shall possess or use any illegal drugs within boundaries of any and all Fields and Facilities of any Field Agency.
- 11.j. Pets. ~~Users will respect the facilities and its users by keeping all pets off the game field. Dogs must be leashed or under the control of the owner. Dogs may not be tethered to trees or park equipment. Pet owners are responsible for clean up after their animal. An off leash area is provided at Trailside Park and the Park City Sports Complex. No pets are permitted on synthetic turf fields. All pets must be kept off any game field and five (5) yards beyond any game sideline or end line. Dogs must be leashed (six foot (6') leash maximum) and under the control of the owner. Owners must be "in possession" of the dogs (physically holding on to the leash) and dogs may not be tethered to trees or park equipment. Pet owners are responsible for all actions of their dogs (cleaning up after their animal, biting, rough play, etc.) and also must abide by the rules of Summit County, with the specific exception that a physical leash is required on fields due to the nature of the activities on the fields. Owners must be present with their pets at all times in off leash areas which are provided at a number of parks (dogs cannot be left unattended in the dog parks). No pets are permitted on synthetic turf fields. The Field Agencies Facility Owners/Operators are not responsible for the actions of any dog or owner and reserve the right to ask an owner to remove his/her pet, and self, if any of the above rules are violated. No hooved animals are allowed in any Field or Facility.~~
- 11.k. Noise. ~~These policies permit~~ does not grant permission to amplify sound or music. -Special permission may be granted by the Field Agencies based on the type of event, time and place an event occurs. All Users must abide by the appropriate noise ordinance in effect in either Park City or Summit County.
- 11.l. Parking. Parking is not exclusive to permit holders. No parking is allowed on grass. Cars parked in posted fire lanes or bus turnouts will be ticketed or towed.
- 11.m. Fires. Fires within boundaries of the Fields or Facilities Agencies are prohibited, with the exception of propane barbecues or in pavilion areas where grills are built in.

11 n. Lightning. -Field users should exercise discretion in the presence of lightning and seek shelter in automobiles or nearby buildings. -Do not seek shelter from lightning under metal pavilions.

11.o. Lost and Found. -The Field Agencies are not responsible for personal property that is lost or stolen. A “lost and found” is maintained by each Field Agency. Items will be kept a maximum of thirty (30) days.

~~SUGGESTIONS FOR IMPROVING OUR RESERVATION SYSTEM, PARK USE, FACILITIES, OR OUR SERVICE LEVEL ARE WELCOME.~~

~~www.basinrecreation.org~~

~~www.parkcityrecreation.org~~

~~www.pcschools.ut.us~~

Site Specific Policies

Ecker Hill Middle School, Trailside Elementary School, Jeremy Ranch Elementary School

Field use at the Ecker Hill Middle School is governed by an Interlocal Agreement between Snyderville Basin Special Recreation District ([SBSRD](#)) and Park City School District ([PCSD](#)). Field use at Trailside and Jeremy Ranch Elementary Schools ~~is~~are governed by the Joint Use Agreement for Recreation.

Once schedules are approved by the Joint Use Committee for any particular period, that schedule shall supersede the calendaring priorities below.

~~The Park City School District~~[PCSD](#) has scheduling priority on all ~~PCSD~~[four](#) fields from 6:00 am through 4:~~030~~ pm, Monday through Friday each week during the school year (August 15-June 15). -During this time period, a “Request for Use of School Facilities” must be filled out and submitted by the fifth of the month one ([1](#)) month prior to usage. -For more information, call (435) 645-5600.

~~The School District~~[PCSD](#) will refer reservation requests for “non-school” hours at Ecker Hill Middle School to ~~the~~SBSRD for calendaring and collection of fees.

~~The Snyderville Basin Special Recreation District~~[SBSRD](#) has scheduling priority on all ~~PCSD~~[four](#) fields from 4:~~030~~ pm - 6:00 am, Monday through Friday, and all day Saturday and Sunday during the school year. ~~The Recreation District~~[SBSRD](#) also has scheduling priority during school vacations.

A “Field Use Application” must be filled out and submitted to ~~SBSRD~~[the Snyderville Basin Special Recreation District](#) to reserve field space for practices and standard game schedules.

An “Event Application” must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

Consider yourselves guests of ~~the PCSD~~[School District](#) and act accordingly. At no time should vehicles enter a schoolyard during school hours, unless permission is granted by ~~PCSD~~[Park City School District](#). All vehicles shall remain in areas designated as school parking. No parking is allowed on grass. Fire lanes are strictly enforced. Failure to comply with this regulation could result in loss of field use for all leagues.

Note: Alcohol and tobacco are prohibited at these sites.

Trailside Park , Willow Creek Park, Matt Knoop Memorial Park

Trailside Park, Willow Creek Park and Matt Knoop Memorial Park are owned, operated and maintained by ~~SBSRD~~[Snyderville Basin Special Recreation District](#). A “Field Use Application” must be filled out and submitted to ~~the~~SBSRD to reserve field space for practices and standard

game schedules. An “Event Application” must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

In accordance with Summit County Ordinance #309, Section 27, no person shall possess or use any alcoholic beverages within the park area except as allowed by a permit issued by the Summit County ~~Commission-Manager~~ and with the prior written approval of the SBSRD.

Golfing is prohibited.

City Park, Park City Sports Complex

City Park and Park City Sports Complex are owned, operated and maintained by Park City Municipal Corporation (PCMC). A “Field Use Application” must be filled out and submitted to the Park City Recreation to reserve field space for practices and game schedules. A “Special Event Application” and “Master Festival License” must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

All concessions and fund-raising activities conducted on or adjacent to Park City fields rented shall be subject to licensing and permitting through PCMC~~Park City Municipal Corporation~~.

Alcohol is not permitted at youth activities.

The following rules apply to the artificial turf field at Park City Sports Complex:

Remove mud from shoes prior to entering artificial turf field. No dogs allowed. -Tobacco products, sunflower seeds, and gum are prohibited. Tents and shades are prohibited unless anchored by sandbags (no stakes). Golfing is prohibited.

Park City High School , Treasure Mountain Junior High School, North 40

Field use at Park City High School (PCHS), Treasure Mountain Junior Hight (TMJH) and North 40 fields are governed by an Interlocal Agreement between PCMC~~Park City Municipal Corporation~~ and PCSD~~the Park City School District~~.

All ~~High School~~PCHS ~~a~~ Athletic events are scheduled first and those schedules shall supersede the calendaring priorities below.

~~The Park City School District~~PCSD has scheduling priority on all PCHS, TMJH and North 40 fields from 6:00 am through 4:30 pm, Monday through Friday each week during the school year (August 15-June 15). -During this time period, a “Request for Use of School Facilities” must be filled out and submitted by the fifth of the month one (1) month prior to usage. -For more information, call (435) 645-5600.

The School District ~~PCSD~~ will refer reservation requests for “non-school” hours at ~~PCHS~~ Park City High School, TMJH and North 40 fields to Park City Recreation for calendaring and collection of fees.

Park City Recreation has scheduling priority on all PCHS, TMJH and North 40 fields from 4:30 pm - 6:00 am, Monday through Friday, and all day Saturday and Sunday during the school year. Park City Recreation also has scheduling priority during school vacations.

A “Field Use Application” must be filled out and submitted to Park City Recreation to reserve field space for practices and standard game schedules.

A “Special Event Application” or “Master Festival License” must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

Consider yourselves guests of ~~the PCSD School District~~ and act accordingly. At no time should vehicles enter a schoolyard during school hours, unless permission is granted by ~~PCSD~~ Park City School District. All vehicles shall remain in areas designated as school parking. No parking is allowed on grass. Fire lanes are strictly enforced. Failure to comply with this regulation could result in loss of field use for all leagues.

Note: Alcohol and tobacco are prohibited at these sites.

Dozier Field at PCHS

Field use at ~~PCHS~~ Park City High School’s Dozier Field is governed by ~~PCSD~~ the Park City School District. Synthetic turf requires special care therefore use of Dozier Field is carefully evaluated and monitored annually. ~~The Park City School District~~ PCSD scheduling administrator and ~~PCHS~~ the Park City High School Administration will conduct an annual review in determining what uses can be accommodated.

Priority 1 uses: -UHSAA-PCHS sports activities for afterschool use (including practices and games), PCHS physical education classes and other high school events.

Priority 2 uses: -Non-UHSAA PCHS club athletic teams ~~(such as lacrosse)~~, PCMC/SBSRD sponsored athletic games and practices, and community sponsored club sports.

Priority 3 uses: -Other ~~school district~~ PCSD and community uses will be evaluated on an individual basis by the PCHS administration in conjunction with the PCSD Buildings and Grounds supervisor.

Uses not authorized: -Any activity, including high school classes and teams that would require use of unauthorized equipment that could damage the synthetic turf surface, or any uses that can better be accommodated a different location.

Parking for users at Dozier Field is limited to the parking lots which are marked for parking. Cars parked on the horseshoe (fire lane) at the back side of ~~PCHS~~ the High School will be towed.

| The gates on the Lucky John side of the field will not be opened for non-school events.
Participants should not park on Lucky John Drive without permission of PCMC and PCSD.

The following rules apply to the artificial turf field at Dozier Field:

Remove mud from shoes prior to entering artificial turf field. No dogs allowed. Alcohol, tobacco products, sunflower seeds, and gum are prohibited. Tents and shades are prohibited (no stakes). Golfing is prohibited.

Note: Alcohol and tobacco are prohibited at this site.

EXHIBIT D-A: --FIELD INVENTORY

Facilities by location are summarized below. This inventory includes all possible fields and use designations at a given site. Thus, even though a location may be listed with soccer, football and baseball facilities, or several size soccer fields, it is not always possible for these to be used concurrently as the fields often overlap and are slated for multiple purposes. The particular configuration of fields varies by season.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT SITES:

Trailside Park

- 2 full size soccer fields

Willow Creek Park

- 3 full size soccer/multiuse fields

Matt Knoop Memorial Park

- 1 full size artificial turf soccer/multi-use field

PARK CITY SCHOOL DISTRICT/BASIN RECREATION DISTRICT SITES:

Ecker Hill Middle School

- 2 youth baseball/adult softball fields
- 5 full size soccer fields
- 3 football fields

Trailside Elementary

- 1 youth baseball/softball field
- 1 practice/multiuse field, 90 x 60 yds.

Jeremy Ranch Elementary

- 1 U8 soccer field

PARK CITY SCHOOL DISTRICT/PARK CITY MUNICIPAL FIELD SITES:

North 40

- 2 full size soccer fields

High School

- 1 full size baseball field
- 1 youth baseball field (by McPolin Elementary)
- 1 full size softball field

Dozier Field

- 1 full size artificial turf football, soccer, lacrosse field with lights, bleachers
- 1 track

Treasure Mountain Middle School

- 2 full size softball/youth baseball fields
- 2 U10 soccer fields
- 1 medium-full size baseball field
- ~~1 pony league field~~

PARK CITY MUNICIPAL CORPORATION FIELD SITES:

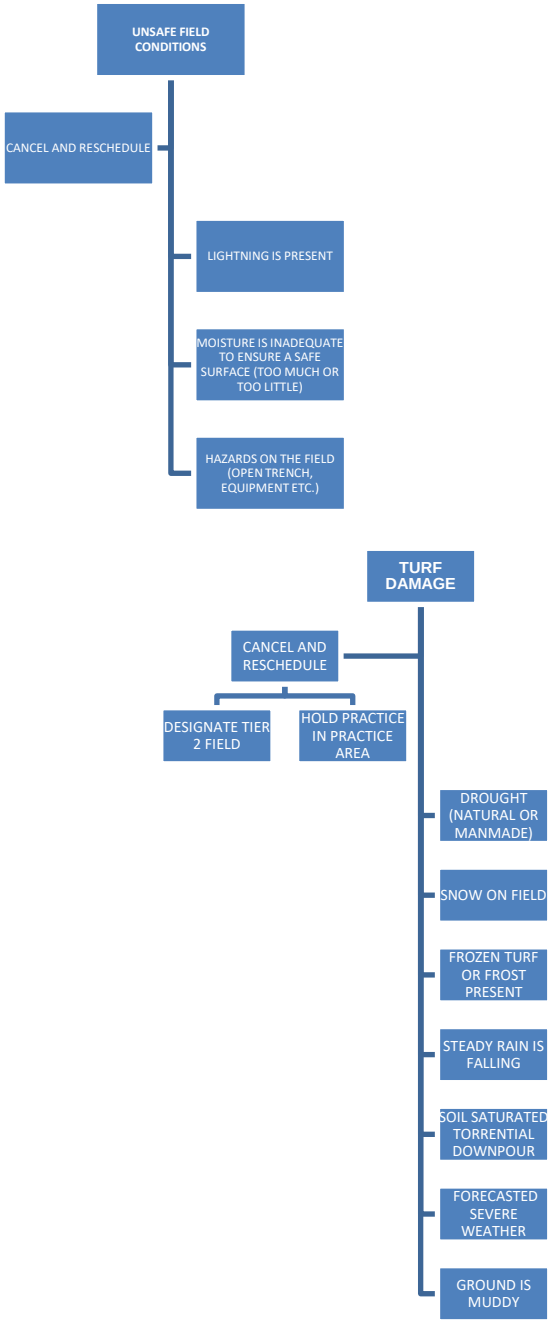
City Park

- 1 softball field – with lights
- 1 multi-use soccer, rugby, lacrosse overlay field

Park City Sports Complex

- 3 full size soccer/lacrosse fields (one artificial turf)
- 1 U10 soccer field
- 3 softball fields

EXHIBIT D-B **FIELD CANCELLATION MATRIX**



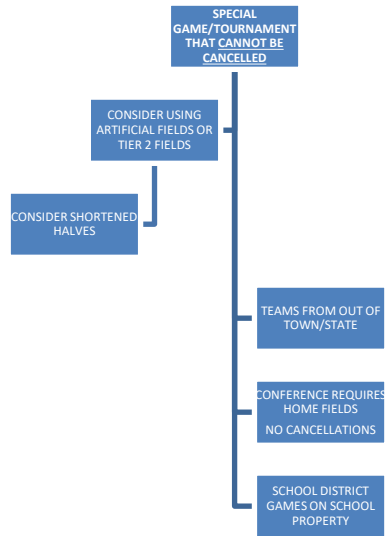


EXHIBIT E

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

LEASE AND AGREEMENT FOR USE OF SCHOOL FACILITIES FOR RECREATION

THIS LEASE AND USE AGREEMENT (Agreement) is made and entered into this 22nd day of Nov., 1990 by and between Park City, a Municipal Corporation ("City") and the Park City School District ("District").

IN CONSIDERATION of the mutual promises and other considerations expressed herein, the District and the City agree as follows:

1.0 Premises.

The property covered by this Agreement consists of real property in Park City, Summit County, Utah commonly known as school fields, the legal description of which is set forth in Exhibit "A."

2.0 Lease of Premises and Rent.

The District hereby leases the Premises to the City for one (1) dollar per year, payable in advance, subject to the conditions and restrictions of this Agreement.

3.0 Use of Premises.

(a) The City shall use or cause the Premises to be used for public recreation programs and the construction, renovation and maintenance of facilities for such programs.

(b) The City shall secure written approval according to procedures described in paragraph 5.0 from the District for new facilities (not renovation or maintenance) prior to commencing construction.

(c) The City shall have the responsibility for scheduling use of the recreation fields and improvements.

(d) The District shall be assured priority in the use of the recreation fields for official school purposes by permitting the District to reserve space in advance of the City or other groups and scheduling City activities around the times school is in session.

(e) The District may displace recreation improvements for the construction or development of any school facility provided that the District gives the City twelve (12) months written notice of its intent to displace the improvements and compensates the City for the current value of improvements. The value may be established by mutual agreement or independent appraisal.

(f) The City shall be responsible for the Leased Premises at all times when the premises are not used by the District or its agents. The City expressly assumes the risk, obligation and liability in connection with the Leased Premises except for those times during which the District is scheduled to use the Leased Premises or any part thereof.

(g) The Premises constitute a non-public forum and any use of the Leased Premises for other than District sponsored programs and Park City sponsored recreation programs is subject to approval by the Park City School District Board of Education.

4.0 Term.

(a) Subject to prior termination, as provided, the term shall be thirty (30) years commencing November 8, 1990.

(b) The City, at its sole discretion, may extend the term by twenty (20) years by providing notice to the District of its intent to extend by November 8, 2019.

5.0 Construction and Renovation.

(a) By November 8, 1991 and prior to any major construction, the City shall submit to the District a tentative schedule of improvements and construction.

(b) The City shall not commence construction of new facilities or demolition of existing structures or improvements without prior written consent from the District, which consent shall not be unreasonably withheld.

(c) Once construction is commenced, the City shall diligently pursue completion of the project or phase of construction.

(d) The City shall have the sole and exclusive duty to manage any construction of facilities or improvements on the Leased Premises during the term of the Lease.

(e) Prior to any improvements or construction on the Leased Premises, the City shall submit to the District complete specifications identifying the improvements or construction contemplated by the City and, if possible, plans to be used in connection with the improvement or construction.

(f) The City shall be responsible for managing construction and shall not abandon the construction and shall obtain and commit sufficient money to ensure that the improvements or construction are completed prior to the end of the term of this Agreement. In the event that this Agreement is terminated due to the City's failure to perform the provision of this Agreement during the lease term, the City shall have the responsibility to complete the construction and improvements at its sole cost.

(g) The City hereby agrees that it will expend at least the total sum of \$1,000,000.00 over the term of this Agreement. The City shall expend at least \$25,000.00 for each year until the City has expended at least \$500,000 after which the City need not expend \$25,000.00 per year but shall remain obligated to expend at least the total amount of \$1,000,000.00 over the ^{first term of the term} ten year term of the Agreement to complete improvements to the Leased Premises. The City agrees that this

provision is material and any breach of this provision shall be grounds to terminate this Agreement within the School District's sole discretion.

6.0 Maintenance and Repairs.

The City shall keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment which may now or hereafter be on the premises in good condition and repair, consistent with standards for similar City facilities.

7.0 Utilities and Refuse.

(a) The City shall be entitled to use gymnasium facilities in the Leased Premises for up to 300 hours per year and the District shall pay actual utility costs for these first 300 hours. The School District shall maintain records showing the actual use of the facilities by the City. However, the City shall pay the utility costs at the rate of \$13.50 per hour by the City after the first 300 hours as shown on the School District's records. The City also shall pay actual utility costs for use of the forum and wrestling rooms at Treasure Mountain Middle School for all adult programs in addition to payments for the gymnasium facility. Utility cost for student related programs will not be charged. Every two years the utility rate will be adjusted to reflect the actual costs to the School District.

(b) The City shall arrange and pay all costs for the timely and efficient collection of all refuse from the premises.

(c) The City shall have the sole responsibility to pay operating expenses for the Leased Premises during the term of this Agreement, including janitorial, utilities, garbage collection, repairs and maintenance.

(d) The City shall pay and provide for the maintenance, repair and operation of the Leased Premises during the term of the Lease.

8.0 Indemnification and Insurance.

(a) Each party covenants and agrees to indemnify, hold harmless and defend the other, its agents and employees from all fines, suits, claims, demands and actions of any kind and nature, including attorney's fees, by reason of any and all of the uses or operations hereunder. The City and District agree to assume all the risks in the operation of their own recreation programs and facilities hereunder and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property. City agrees to indemnify, hold harmless and defend School District, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions hereunder or the operation of the City's recreation programs on said premises. The School District agrees to indemnify, hold harmless and defend City, its agents and employees

from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of its use of the Premises.

(b) Each party shall maintain Public Liability Insurance to protect patrons and participants on the premises. Each party shall carry a policy of general liability insurance in an amount of at least \$1,000,000 per person and \$1,000,000 per incident or occurrence. The City shall be named as an additional insured on the School District's policy and the School District shall be named as an additional insured on the City's policy. A certificate of insurance with a 30-day cancellation notice provision shall be provided to each party on or before the lease commencement date and be maintained continuously during the term of this lease. In addition to the liability insurance set forth above, the School District will procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its improvements, fixtures and equipment to the full insurable value of the same and will furnish the City with evidence of such coverage. The City shall likewise procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its leasehold improvements to the full insurable value of the same and furnish the School District with evidence of such coverage. Each party may carry whatever additional insurance they deem appropriate.

9.0 Title of Improvements.

Any improvements constructed on the Premises by the City which constitute "fixtures" shall be the property of the District and shall become the District's property at the conclusion of this Agreement without compensation to the City. "Fixtures" as used herein shall mean any improvement which cannot be removed from the Premises without some damage to the existing walls, floors, ceilings or other parts of existing structures. Any improvements to the Premises installed by the City which do not constitute fixtures shall be the property of the City upon termination of this Agreement and the City shall be entitled to remove such improvements without compensation to the District. Upon termination of this Agreement, the City may remove fixtures only upon receipt of prior written approval from the District. As a condition to removal of any improvement by the City, the City shall restore the Premises to the same condition as before the improvement in question was made.

10.0 Other Obligations of the District.

(a) Commencing November 8, 1990 and continuing through the term of this Agreement the District will permit the City free use of school buildings for recreation programs except as described in 7.0 above.

(b) The District shall schedule use of school buildings to avoid conflict with school programs and other commitments while assuring reasonable access to school buildings for recreation programs.

(c) The District shall provide for utilities and janitorial services for the buildings during normal uses by the City. If requested by the District, the City will be responsible for opening and closing the buildings and general clean-up following City use. If City use results in damages requiring repairs

in excess of \$25.00 the City shall reimburse the District for their actual cost to perform said repairs.

11.0 Joint Use Committee.

(a) The City and District shall establish a committee to advise on the operation of this Agreement including the design, scheduling and use of facilities addressed in the agreement. This committee, which shall be known as the Joint Use Committee (Committee), shall consist of two District representatives and one citizen appointed by the District and two City representatives and one citizen appointed by the City. The Committee shall meet annually in May and other times as may be necessary.

(b) In the event that Summit County (the "County") desires to use the Leased Premises for any purpose consistent with Paragraph 3.0(g) of this Agreement, the City shall grant priority scheduling to the County as requested subject only to use by the School District first and/or the City second but before all other persons and/or entities that may desire to use the Leased Premises.

12.0 Default.

(a) The City shall be in default of this Agreement if it does any one of the following:

- (1) Fails to keep and maintain the premises and all structures, improvements, landscaping, lawns and equipment in good condition and repair as required under paragraph 6.0 of this Agreement after receiving 15 days prior written notice to correct or repair as required.
- (2) Abandons use of the premises for the period of twelve (12) months.
- (3) Fails, after ninety (90) days written notice from the District, to perform or observe any condition or obligation of this Agreement.
- (4) Fails to expend at least \$1,000,000.00 toward capital improvements by November 8, 2000, as provided in Paragraph 5.0(g).

(b) The District will be in default of this Agreement if it fails, after ninety (90) days written notice from the City, to perform or observe any condition or obligation of this Agreement.

(c) In the event of default by any party, the non-defaulting party may demand for cure, seek specific performance, rescission or any other equitable or legal remedy. In the event a civil action is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its costs of suit, including a reasonable attorney's fees.

13.0 Notice.

Notice required by this Agreement may be given by mail, postage prepaid, to the following addresses and will be deemed to have been given when posted, properly addressed as follows:

Park City School District
Attention: School Superintendent
1250 Iron Horse Drive
P.O. Box 680310
Park City, Utah 84060

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

14.0 Complete Agreement.

This Agreement and the exhibit attached hereto constitute the entire agreement of the parties hereto with regard to the matters addressed herein. This Agreement and its Exhibit may be amended only by written agreement of the parties, signed by both parties hereto. No action or inaction of the parties shall constitute waiver, amendment or modification of the terms of this Agreement without a written, mutually signed amendment.

15.0 Severability.

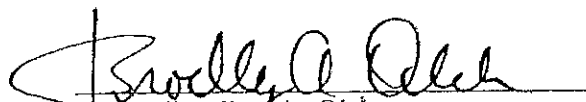
In the event a portion or portions of this Agreement are adjudged to be void or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

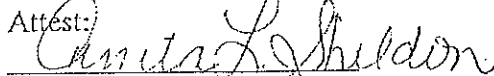
16.0 Authorization.

The minutes of the respective Board meetings of the City and the District authorizing this Agreement are attached hereto as an Exhibit.

DATED this 20th day of Nov, 1990.

PARK CITY MUNICIPAL CORPORATION


Mayor Bradley A. Olch

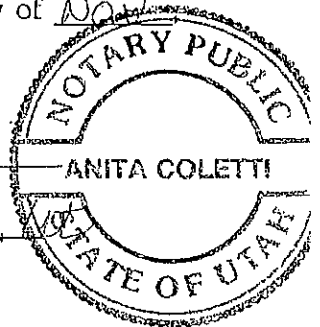
Attest: 

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

The foregoing Agreement was acknowledged before me on the 20th day of Nov. 1990 by Bradley A. Olch, Mayor of Park city Municipal Corporation.

My Commission Expires:
9/1/91

Anita Coletti
NOTARY PUBLIC
Residing at Park City,



DATED this 13th day of Nov., 1990.

PARK CITY SCHOOL DISTRICT

Eugene S. Lambert
By: Eugene S. Lambert
Its: Board of Education President



Notary Public
SANDRA HALL
1149 Park Ave. Bx 285
Park City, Utah 84060
My Commission Expires
November 1, 1992
State of Utah

STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

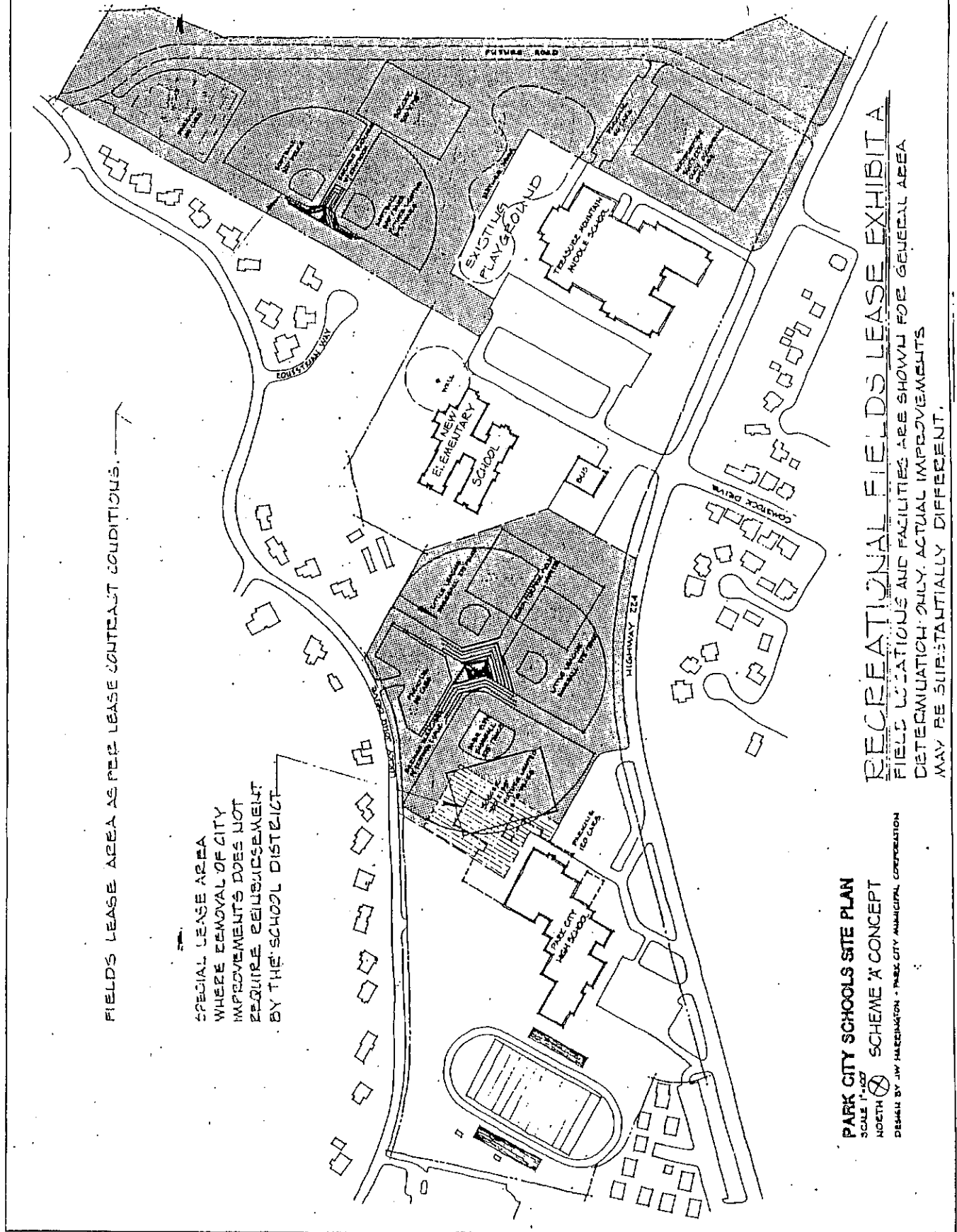
The foregoing Agreement was acknowledged before me on the 13th day of Nov. 1990 by Eugene S. Lambert, the Board of Education President of the Park City School District.

Sandra Hall
NOTARY PUBLIC
Residing at Park City, Utah

My Commission Expires:

Nov. 1, 1992

d:\bto\1032-01\1032-01.22A



FIELDS LEASE AREA AS PER LEASE CONTRACT CONDITIONS.

SPECIAL LEASE AREA
WHERE REMOVAL OF CITY
IMPROVEMENTS DOES NOT
REQUIRE REIMBURSEMENT
BY THE SCHOOL DISTRICT

PARK CITY SCHOOLS SITE PLAN
SCALE 1"=100'
NORTH
DESIGN BY JIM HARRINGTON - PARK CITY MUNICIPAL CORPORATION

RECREATIONAL FIELDS LEASE EXHIBIT A
FIELD LOCATIONS AND FACILITIES ARE SHOWN FOR GENERAL AREA
DETERMINATION ONLY. ACTUAL IMPROVEMENTS
MAY BE SUBSTANTIALLY DIFFERENT.

Resolution No. _____

**RESOLUTION ADOPTING AND TRANSMITTING THE TENTATIVE
CONSTRUCTION SCHEDULE FOR THE SCHOOL FIELDS TO THE PARK
CITY SCHOOL DISTRICT AND DESCRIBING A PROCESS FOR
CONTINUING DISCUSSION OF RECREATION AND FIELDS NEEDS**

WHEREAS, Park City recognizes and promotes the importance of recreation; and

WHEREAS, the recreation programs that Park City organizes and manages have grown substantially over the past several years, which growth is expected to continue; and

WHEREAS, the availability of City-owned recreation fields is severely limited, and these fields are presently used at or over capacity, and the City, recognizing this situation, has entered into a lease agreement with the Park City School District to improve and jointly use a portion of their lands within Park City; and

WHEREAS, the lease agreement contemplates and specifies \$1,000,000 in improvements to the School District's lands over a 10 year period, with a minimum of \$25,000 being spent in any given year; and

WHEREAS, the City formed a fields master planning committee composed of representatives of the City and School District, County, wetlands, and neighborhood representatives, and hired a professional consultant to make recommendations on how the leased property should be developed, and these plans have been extensively discussed at public meetings; and

WHEREAS, the City, recognizing the conflicting demands of many of the parties and neighbors requested its Parks, Recreation and Beautification Advisory Board to independently review the plans, solicit public input, and make recommendations to the City Council; and

WHEREAS, the Parks, Recreation and Beautification Advisory Board has submitted formal comments and recommendations, dated December 13, 1991, to the City Council which warrant more detailed analysis and review by the City Staff and City Council; and

EXHIBIT F

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

LEASE AND AGREEMENT
FOR USE OF
SCHOOL FACILITIES FOR RECREATION

THIS LEASE AND USE AGREEMENT (Agreement) is made and entered into this 10th day of December, 1996 by and between Snyderville Basin Special Recreation District ("SBSRD") and the Park City School District ("District").

WHEREAS, the District is the owner of certain parcels of land upon which it intends to build school fields, and

WHEREAS, the SBSRD is desirous of having recreational facilities and sports fields, and

WHEREAS, the District is desirous of having the SBSRD pay for the construction of the facilities, in exchange for a long-term lease of the sport fields, and

WHEREAS, the District is desirous of constructing such facilities and utilizing them for the benefit of the District and SBSRD, and

WHEREAS, the District is building a larger pool and better facilities for SBSRD use in consideration of SBSRD's contribution to the District's construction costs;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and other considerations expressed herein, the District and SBSRD agree as follows:

1. Premises.

The property covered by this Agreement consists of real property in Summit County, Utah commonly known as school fields, the legal description of which is set forth in Exhibit "A". Fields A & B and excess land that the SBSRD has the option to construct additional facilities

on Exhibit A shall be leased to the SBSRD. (The "Leased Premises".) Exhibit B sets forth Fields C & D.

2. Lease of Premises and Rent.

The District hereby leases the Leased Premises to SBSRD for one (1) dollar per year, payable in advance, subject to the conditions and restrictions of this Agreement.

3. Use of Leased Premises.

(a) The District shall cause the construction of facilities for public recreation programs in accordance with Exhibit C which is the specifications for the construction of facilities on Exhibit A and B together with improvements described in Paragraph 5(g) (1), (2), (3) & (4) below.

(b) The District shall secure written approval according to procedures described in paragraph 5 from SBSRD for construction of new facilities (not renovation or maintenance) prior to commencing construction.

(c) The SBSRD shall have priority over all users with respect to fields A and B.

(d) The District shall have priority over all users with respect to fields C and D.

(e) The SBSRD and the District shall have use of the fields in accordance with the Joint Use Agreement of even date herewith and in accordance with paragraph 8 of that Agreement and such further agreements between the parties.

(f) SBSRD shall be responsible for the Leased Premises at all times when the Leased Premises are not used by the District or its agents. SBSRD expressly assumes the risk, obligation and liability in connection with the Leased Premises except for those times during which the District is scheduled to use the Leased Premises or any part thereof.

(g) The parties agree to enter into a Joint Use Agreement within ninety (90) days of the execution of this Lease Agreement which shall set forth the terms and conditions by which the parties shall utilize fields A, B, C & D, the priority of the District and SBSRD as to each field, the procedure for allocation of time on the fields, the allocation of costs and expenses related to repair, maintenance and upkeep of the field and a construction schedule. The Joint Use Agreement shall further set forth the design parameters for the facilities on fields A, B, C & D which shall be constructed as set forth below and the details and description of the facilities. The Joint Use Agreement shall further set forth the parameters for use by the SBSRD of the pool facilities. In the event the parties fail to reach a Joint Use Agreement satisfactory to the SBSRD then this Lease shall, at SBSRD's option, terminate and any funds expended by the SBSRD shall be reimbursed by the District.

(h) The Lease Premises constitute a non-public forum and any use of the Lease Premises for other than District sponsored programs and SBSRD sponsored recreation programs is subject to approval by the District.

4. Term.

(a) Subject to prior termination, as provided, the term of this lease shall be for thirty (30) years commencing DECEMBER 10, 1996. At the option of the SBSRD, the Lease shall be extended upon the same terms and conditions for an additional twenty (20) year term. The extended term shall be automatic unless the SBSRD notifies the District, in writing, at least one-hundred and eighty (180) days prior to the expiration of the original term of SBSRD's intention to not extend the term of the Lease.

5. Construction and Renovation.

(a) By COMPLETED SUMMER 1996, the District shall submit to SBSRD a tentative schedule of improvements and construction.

(b) Neither the District nor the SBSRD shall commence construction of new facilities or demolition of existing structures or improvements without prior written consent from the other, which consent shall not be unreasonably withheld.

(c) Once construction is commenced, the District shall diligently pursue completion of the project or phase of construction.

(d) After the initial improvements are made on the Leased Premises, SBSRD shall have the sole and exclusive duty to manage any construction of facilities or improvements on the Leased Premises during the term of the Lease.

(e) Prior to any improvements or construction on the Leased Premises, SBSRD shall submit to the District complete specifications identifying the improvements or construction contemplated by SBSRD and, if possible, plans to be used in connection with the improvement or construction.

(f) The District shall be responsible for managing construction on fields A and B and related facilities as specified by the SBSRD in concert with SBSRD representatives and shall not abandon the construction and shall obtain and commit sufficient money to ensure that the improvements or construction are completed as expeditiously as possible. The District warrants that in the event any improvements for which the SBSRD is responsible for any of the funds for construction that the District will absorb any of the cost overruns and that such improvement shall be timely completed in accordance with the approved specifications.

(g) SBSRD agrees to the following expenditures for the benefit of SBSRD and the District:

- (1) Up to but not to exceed the sum of Four Hundred Thirty-Four Thousand Dollars (\$434,000.00) to construct the facilities on Exhibit B in accordance with the specifications set forth in Exhibit C. (Any amounts in excess of \$434,000 shall be paid by the District and if the expense of construction is less than \$434,000, then any remaining funds shall be rebated to SBSRD.)

- (2) Up to but not to exceed Eighteen Thousand Dollars (\$18,000.00) for the construction of an additional 17 stalls of parking space.
- (3) Up to but not to exceed Two Hundred Thirty-Two Thousand Dollars (\$232,000.00) for the construction of additional locker rooms, building improvements and public access to the swimming pool as described in Exhibit D.
- (4) Up to but not to exceed Five Hundred Eighteen Thousand Dollars (\$518,000.00) to make improvements on the Lease Premises as described in Exhibit A and in accordance with the specifications set forth in Exhibit C. *\$1,202,000*
- (5) Any cost overruns or increases due to change orders shall be the responsibility of the requesting party.

6. **Maintenance, Repairs and Utilities.**

(a) SBSRD shall keep and maintain the Lease Premises and all structures, improvements, landscaping, lawns and equipment which may now or hereafter be on the Leased Premises in good condition and repair, consistent with standards for similar SBSRD facilities and in accordance with Exhibit E attached.

(b) The District and the SBSRD shall arrange and pay all costs for the janitorial, utilities (including water), garbage collection, repairs and maintenance on the Leased Premises as further defined in the Joint Use Agreement.

(c) SBSRD shall reimburse the District for any pro rata share of the operating expenses for the Leased Premises during the term of this Agreement in accordance with paragraph 9 of the Joint Use Agreement, including janitorial, utilities (including water), garbage collection, repairs and maintenance.

7. **Indemnification and Insurance.**

(a) Each party covenants and agrees to indemnify, hold harmless and defend the other, its agents and employees from all fines, suits, claims, demands and actions of any kind and nature, including attorney's fees, by reason of any and all of the uses or operations as set forth hereinafter. SBSRD and District agree to assume all risks in the operation of their own recreation programs and facilities hereunder and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property, SBSRD agrees to indemnify, hold harmless and defend School District, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions hereunder or the operation of SBSRD's recreation programs on said premises. The School District agrees to indemnify, hold harmless and defend SBSRD, its agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of its use of the Premises.

(b) Each party shall maintain Public Liability Insurance to protect patrons and participants on the premises. Each party shall carry a policy of general liability insurance in an amount of at least \$2,000,000 per person and \$2,000,000 per incident or occurrence. SBSRD shall be named as an additional insured on the School District's policy and the School District shall be named as an additional insured on SBSRD's policy. A certificate of insurance with a 30-day cancellation notice provision shall be provided to each party on or before the lease commencement date and be maintained continuously during the term of this lease. In addition to the liability insurance set forth above, the School District will procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its improvements, fixtures and equipment to the full insurable value of the same and will furnish SBSRD with evidence of such coverage. SBSRD shall likewise procure, and keep in full force and effect during the term of this lease, Fire and Extended Coverage Insurance on its leasehold improvements to the full insurable value of the same and furnish the School District with evidence of such coverage. Each party may carry whatever additional insurance they deem appropriate.

8. **Title of Improvements.**

Any improvements constructed on the Premises which constitute "fixtures" shall be the property of the District and shall become the District's property at the conclusion of this Agreement without compensation to SBSRD. "Fixtures" as used herein shall mean any improvement which cannot be removed from the Premises without some damage to the existing walls, floors, ceilings or other parts of existing structures. Any improvements to the Premises which do not constitute fixtures shall be the property of SBSRD upon termination of this Agreement and SBSRD shall be entitled to remove such improvements without compensation to the District. Upon termination of this Agreement, SBSRD may remove fixtures only upon receipt of prior written approval from the District. As a condition to removal of any improvement by SBSRD, SBSRD shall restore the Premises to the same condition as before the improvement in question was made.

9. **Other Obligations of the District.**

The District agrees to provide to the public reasonable access to the swimming pool located at the Middle School which it owns and maintains and will provide a minimum number of hours per week to the public at times that will not conflict with use by the District for educational purposes.

10. **Advisory Board Organization.**

SBSRD and the District shall establish a board to advise on the operation of the Leased Premises and other properties relating to the Joint Use Agreement including the design, scheduling and use of facilities addressed in the Joint Use Agreement.

11. **Default.**

(a) SBSRD shall be in default of this Agreement if it:

- (1) Abandons use of the premises for the period of twelve (12) months.
 - (2) Fails, after ninety (90) days written notice from the District, to perform or observe any material condition or obligation of this Agreement.
 - (3) Fails to reimburse the District the amounts provided for in Paragraph 5(g) or change orders pursuant to Paragraph 5(g)(5) within sixty (60) days after the District requests reimbursement for work completed by the contractor and accepted by both parties.
- (b) The District will be in default of this Agreement if:
- (1) abandons use of the premises for the period of twelve (12) months; or
 - (2) fails, after ninety (90) days written notice from the District, to perform or observe any material condition or obligation of this Agreement.

(c) In the event of default by any party, the non-defaulting party may demand for cure, seek specific performance, rescission or any other equitable or legal remedy. In the event a civil action is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its costs of suit, including a reasonable attorney's fees.

12. **Notice.**

Notice required by this Agreement may be given by mail, postage prepaid, to the following addresses and will be deemed to have been given when posted, property addressed as follows:

Park City School District
Attention: School Superintendent
1250 Iron Horse Drive
P.O. Box 680310
Park City, Utah 84060

Snyderville Basin Special Recreation District
Attention: Board Chair
P.O. 980127
Park City, Utah 84098

13. **Complete Agreement.**

This Agreement and the exhibit attached hereto constitute the entire agreement of the parties hereto with regard to the matters addressed herein. This Agreement and its Exhibit may be amended only by written agreement of the parties, signed by both parties hereto. No action or inaction of the parties shall constitute waiver, amendment or modification of the terms of this Agreement without a written, mutually signed amendment.

14. **Severability.**

In the event a portion or portions of this Agreement are adjudged to be void or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. Authorization.

The minutes of the respective Board meetings of SBSRD and the District authorizing this Agreement are attached hereto as Exhibit E.

DATED this 10th day of December, 1996

SNYDERVILLE BASIN SPECIAL
RECREATION DISTRICT

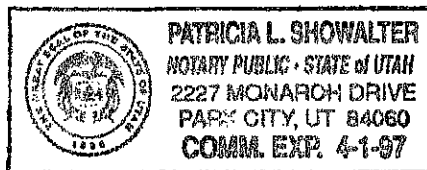
By: *Amanda Peterson*
Its: Board Chair

By: *Sharon Odell*
Its: Treasurer

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

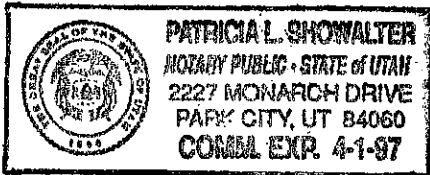
The foregoing instrument was acknowledged before me this 10th day of December, 1996, by Amanda Peterson, the Board Chair of Snyderville Basin Special Recreation District, a Utah body politic.

Patricia L. Showalter
Notary Signature and Seal



STATE OF UTAH)
 : SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10th day of December, 1996, by SHARON ODELL, the Treasurer of Snyderville Basin Special Recreation District, a Utah body politic.



Patricia L. Showalter
Notary Signature and Seal

DATED this 10th day of December, 1996

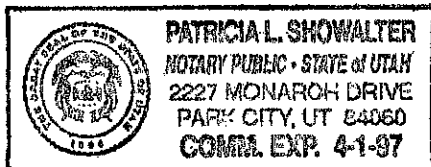
PARK CITY SCHOOL DISTRICT

By: Nikki L. Lowrey
Its: Board of Education President

By: D. Bruce Kelly
Its: Business Administrator

STATE OF UTAH)
 : SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10th day of December, 1996, by Nikki L. Lowrey, the Board of Education President of the Park City School District.

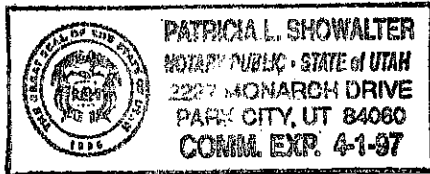


Patricia L. Showalter

Notary Signature and Seal

STATE OF UTAH)
 : SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10th
day of December, 1996, by D. Burke Jolley, the Board of
Education Business Administrator of the Park City School District.



Patricia L. Showalter
Notary Signature and Seal

LEGAL DESCRIPTION
EXHIBIT A
SBSRD AND PARK CITY SCHOOL DISTRICT LEASE
DECEMBER 4, 1996

Beginning at a point South 89°28'21" East 992.06 feet along the Section line and South 1588.18 feet from the Southwest corner of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian, said point also being on an existing fence line; and running thence North 25°18'42" West 856.72 feet; thence North 484.59 feet; thence East 460.00 feet; thence South 355.00 feet; thence East 360.00 feet; thence South 275.95 feet; thence East 184.53 feet; thence South 25°18'42" East 294.935 feet to a point on an existing fence line; thence South 64°41'18" West 845.52 feet along said fence line to the point of beginning.

CONTAINS 18.43 ACRES.

Y:\sch\docs\rfl.des

0019

0519

WETLAND

FIELD A

FIELD B

BUS DROP AREA

FUTURE
LDS SEMINARY

LDS CHAPEL

SHARED PARKING

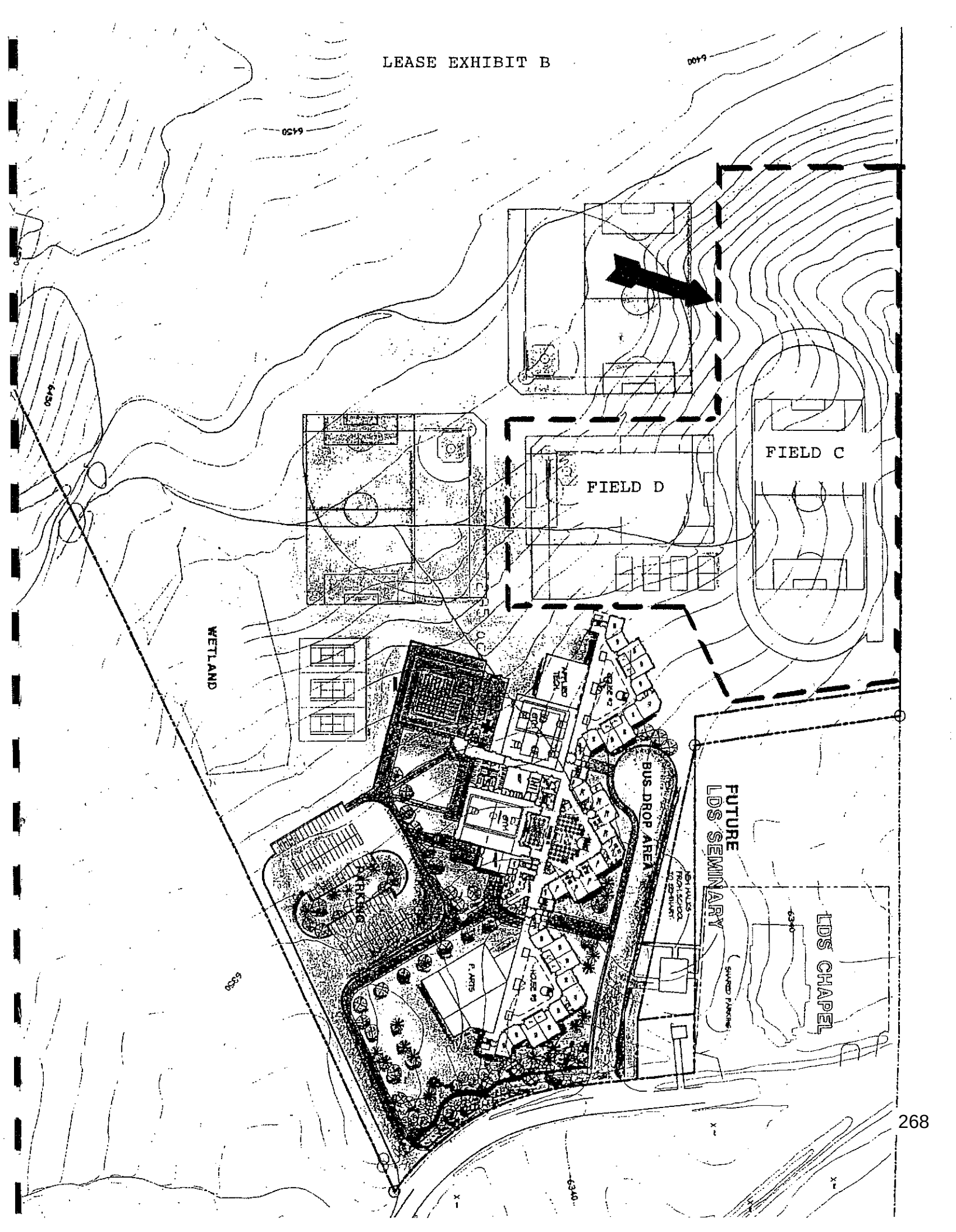
150 POUNDS
HIGH SCHOOL
IN SEMINARY

X -

X -

X -

LEASE EXHIBIT B



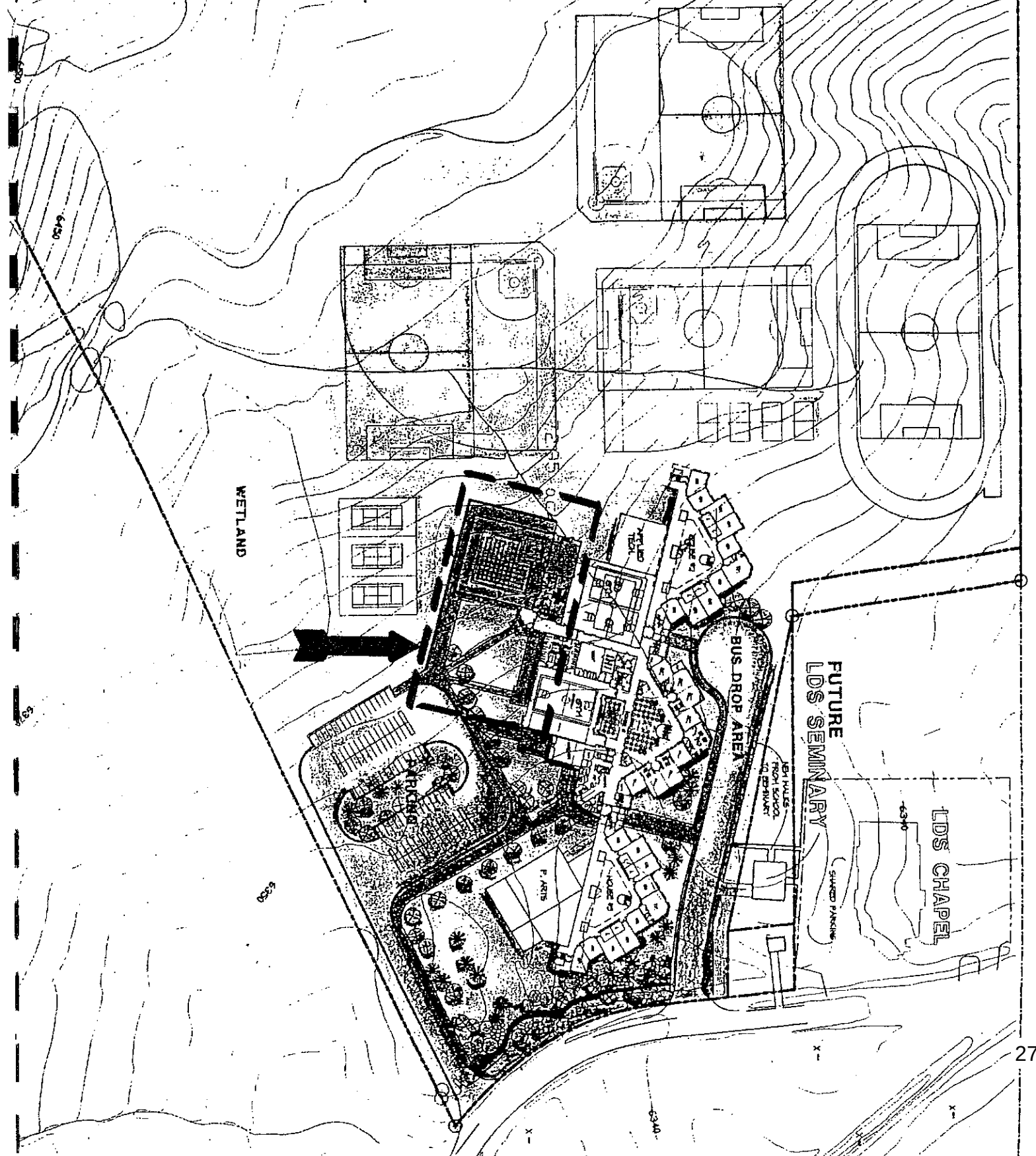
LEASE AGREEMENT EXHIBIT C

MIDDLE SCHOOL FIELD UNDERGROUND IRRIGATION AND LANDSCAPE WORK
CONSTRUCTION SPECIFICATIONS

Construction specifications not deemed necessary as an Exhibit to the Agreement for Joint Use of
Facilities for Recreation, May, 2007.

LEASE AGREEMENT
EXHIBIT D

MIDDLE SCHOOL SWIMMING POOL
ADDITIONAL LOCKER ROOMS, BUILDING IMPROVEMENTS,
AND PUBLIC ACCESS



LEASE AGREEMENT EXHIBIT E
MIDDLE SCHOOL FIELDS
LEVEL III MAINTENANCE STANDARDS

Level III Maintenance Standards are operationally obsolete.

The Agreement for Joint Use of Facilities for Recreation, dated May, 2007, addresses field and facility maintenance in site-specific policies.

SNYDERVILLE BASIN RECREATION BOARD
MINUTES
11/22/96
BURNS FIRE STATION

Board Members Attending: Melissa Call, Richard Dudley, Scott Hill, Rick Perry, Ron Perry, Amanda Peterson, Sharon Odell

Visitors: Commissioner Jim Soter, Brigitta Wray, Karen Wikstrom, Burke Jolley, Mike Andrews, David Chaplin, Colleen Bailey, Carol Murphy, Roger Fulmer, Dave Thomas, Bruce Erickson

The meeting was called to order at 7:35 am, and went into Executive Session, motion by Ron Perry, second by Scott Hill. Topic of discussion was the New Middle School Lease and Joint Use Agreement. The following action item was identified in the executive session:

ACTION ITEM: Richard Dudley will have Alliance Engineering prepare a metes and bounds property description for Exhibit A to the Middle School Lease document.

The public meeting began at 8:25. Motion by Scott Hill, second by Ron Perry.

Committee Reports:

Trails: Melissa Call said no formal applications for the Trails Committee were received after two weeks public notice; the following slate was proposed to serve on the Trails Committee: Melissa Call, Amanda Peterson, Brigitta Wray, Allison Costello, Sena Flanders, Troy Duffin, Charlie Sturgis and Bonnie Park.

Amanda Peterson explained that the Trails Committee will follow through on policies adopted into the Snyderville Basin General Plan.

MOTION: The Trails Committee slate, as submitted to the SBSRD Board by Melissa Call, is accepted and approved. Motion by Scott Hill, second by Ron Perry. Unanimous.

Program of Work: Amanda Peterson introduced a draft of the 1997 Program of Work for Board discussion at the 12/13/96 Board meeting.

ACTION ITEM: All Board members will review the proposed program of work for 1997 and prepare to discuss at the December 13th Board meeting.

Policies and Procedures: Bonnie Park explained that there are some discrepancies between the SBSRD By-laws and the current Board term expirations identified on the Administrative Control Board roster. Park indicated that the existing By-laws set forth a two year term; the original intent of the County Commission was to set the SBSRD Board term at four years. Park researched the current term expirations with Anita Lewis (County Commission Executive Assistant) and questioned, "What Board term should be reflected in the By-laws?"

Discussion followed. The Board consensus was that the SBSRD term should be four years to provide continuity, though several felt this was a lengthy commitment for a volunteer. Board members expiring in '97 were asked to submit notice of reapplication to Anita Lewis by the end of December.

December Meeting Schedule/Board Retreat: Amanda Peterson asked the Board if one meeting in December would be acceptable, because of the holidays. The Board unanimously agreed. Scott Hill suggested that we schedule a retreat in January. Amanda Peterson asked that Hill incorporate his recommendation with suggested retreat location and dates into the '97 Program of Work.

Logo Design: Because the SBSRD has facilities coming on line, Amanda Peterson suggested that now is the time to consider a logo for the District. The purpose of the logo would be to create continuity in Park signage and allow for promotional identification (hats, t-shirts, letterhead). Melissa Call volunteered to obtain logo prices and concepts from local graphic designers.

ACTION ITEM: Melissa Call will approach local graphic artists for logo prices and design concepts.

At this point in the Committee Reports (8:30 am), Amanda Peterson recommended that SBSRD hold the Public Hearing for the tax increase, as noticed, though no Basin residents were in attendance. Ron Perry recommended that the Board wait until 9:00 am to close the hearing. Commissioner Soter recommended that, in the future, the SBSRD consider holding the Public Hearing in the evening to accommodate those that have day time work commitments.

Finance Committee: Sharon Odell presented three invoices for payment: (1) Zion's Bank invoice for interest and principal payable on the general obligation recreation bond (\$289,136.48); (2) Sear Brown, for Master Plan work; (3) expense report for October, submitted by Bonnie Park.

Amanda Peterson invited all Board members to attend the following County Commission meetings:

1. Monday, November 25th, 11:30 - 12:00, Commission Chambers in Coalville, to discuss 1996 Capital Contribution to P.C. Leisure Services, and County participation in the Silver Summit access road to Trailside Park.
2. Monday, December 2nd, 10:30 - 10:45, Commission Chambers in Coalville, for the Nadine Gilmore/Trailside Park road dedication acknowledgment.

Peterson reported that, due to the resignation of Commissioner Flinders (SBSRD liaison), County Commissioner Sheldon Richins has asked that SBSRD representatives appear regularly on the Commission agenda with District updates.

Peterson also asked that Board Members plan to attend a Public Hearing during a regularly scheduled Planning Commission meeting on Tuesday, January 14th, 7:00 pm, Burns Fire Station, for:

- Recreation and Trails policy revisions to the General Plan
- Recreation and Trails Master Plan document and impact mitigation formula
- Trailside Park Master Plan

Amanda Peterson indicated that the Recreation Master Plan is an agenda item for the December 13th Board meeting, and requested that we "run through" the format for the public hearing presentation at that time.

Trailside Park: Rick Perry presented a letter from Todd Claflin requesting funds (\$ 3,420) for a "field trip" to the San Francisco Bay area (letter attached). Board discussion followed. The general consensus was that, while this kind of trip would be worthwhile, the SBSRD is paying Claflin for his expertise, and additional public monies should not be approved for this trip. Richard Dudley indicated that Claflin can research by phone and get appropriate design materials by mail.

MOTION: To deny Claflin Associates' request for field trip monies. Motion by Dudley, second by Hill. Unanimous.

Discussion: Melissa Call indicated that Claflin could learn a lot on a such a field trip, and that the SBSRD should leave the door open for similar requests in the future.

ACTION ITEM: Rick Perry will contact Claflin Associates with SBSRD Board decision to deny request for field trip expense.

Amanda Peterson asked that the Truth in Taxation Hearing be closed. Ron Perry recommended that the SBSRD Board formally adopt the budget at the December 13th Board meeting, and that future public hearings regarding taxation be held in the evening. Public Hearing Closed 9:10 am.

ACTION ITEM: Bonnie Park will put the formal Budget Adoption on the December 13th SBSRD Agenda.

Rick Perry reviewed proposed Trailside phasing so that Todd Claflin can move ahead with Design Development phase of Trailside Park (attached). The phasing would allow major land disturbance and heavy equipment use to be completed at the outset for phases I and II.

Melissa Call said that some trails must be included in the first phase. Call suggested Claflin recommend where trails be located within the Park, and then work with Troy Duffin. Amanda Peterson suggested that trail design and construction be given to Troy Duffin.

Bonnie Park questioned if Claflin would be responsible for the design of the county road. Richard Dudley indicated that Claflin would design the road from Silver Summit to the egress by Highland Estates.

Richard Dudley asked that "fencing" of Park be added to "Park Boundary markers," and that, in the first phase, he would like to see fields developed, and have parking and restrooms built above and below fields.

MOTION: To give Todd Claflin Board consent to begin and complete Design Development and working drawings for Trailside Park Phases I and II. Motion by Rick Perry, second by Ron Perry. Unanimous.

Discussion: Commissioner Soter recommended that the Board develop a time-line for Trailside construction completion.

SBSRD/School Board Joint Work Session: At 9:45 am, representatives of the Park City School District joined the SBSRD in a round table discussion of the new Middle School Lease and Joint Use Agreement (attached). All those in attendance identified themselves, and Amanda Peterson began the discussion with background on the committees that had streamlined the documents to this point.

Richard Dudley indicated that priority use of fields had been an area of concern. Dudley explained that priority use is based on the understanding that the SBSRD is leasing the ground, and the lease would establish what the SBSRD has, if the School District ever "went away." The compromise was to leave the lease document with priority of use on Fields A & B, and change the Joint Use to more clearly define SBSRD priority from June 15 - August 15. Dudley reviewed the Exhibits that would be attached to both documents and School Board representatives were in agreement with Exhibit A boundaries indicated on a map, from which a legal description will be prepared.

Colleen Bailey brought up a concern with Lease, 6c (page 4), regarding pro rata share of operating expense. Burke Jolley questioned how pro rata will be decided, indicating an uncertainty with the level of use and level of impact; the School Board would like clearer definition on how costs are shared. Richard Dudley suggested the Advisory Board would research and "get comfortable" with the sharing formula. He explained that watering expense might start at 50/50, but that mowing for an event, or lining of fields would be attached to a specific use vs. recess activity.

After lengthy discussion, it was determined that language would be added to Joint Use #9 (page 6) reflecting an annual review of budget and calculation of maintenance expense, to be reviewed and revised by the Boards by March 31st of each year. The group agreed that it would consider competitively bidding field maintenance for all four fields in the future if City maintenance became cost prohibitive or was not performed at Level Three maintenance standards.

Colleen Bailey raised a question on the makeup of the Advisory Board, Joint Use #3a (page 2). After discussion it was agreed that two members will be selected by the District, two members will be selected by the SBSRD, and that one member will be selected by these four representatives from the public at large. The at large representative will reside within the School District boundaries, but may not be a Board member or paid employee of either District. It was further agreed that a staggering of terms be determined. Burke Jolley recommended an "at will" term (no term limitations) for the four Advisory Board representatives of SBSRD and the District, and the term designation for the "at large" representative be three years with a "required reappointment." The group was in consensus on this revision.

Burke Jolley questioned Lease Agreement #11(a, 3) (page 6), and asked that language be added to address reimbursement to the District for change orders requested by SBSRD: "Fails to reimburse the District the amounts provided for in Paragraph 5(g), *or change orders per 5(g)(5) of the Lease Agreement*, within sixty (60) days...." The group agreed.

Additional School District concerns were voiced and resolved:

- Joint Use #8d (page 5) "excluding vacation periods" was deleted to accommodate true school activities during vacations.

- Lease #3 (page 2) add item (h.) with language provided by Mike Andrews to address uses of fields inconsistent with school children. As explained by Carol Murphy, this will give necessary power to the Advisory Board to decline requests for inappropriate activities.
- Burke Jolley reaffirmed that calendaring of outside activities will come after the District and SBSRD; Park City Youth "Select Soccer" and "Youth Football" will be secondary.
- Colleen Bailey requested the Advisory Board be notified when an event is cancelled.

MOTION: To approve Middle School Facilities Lease and Joint Use Agreements as modified at this morning's meeting, and accept and authorize Amanda Peterson and Sharon Odell to sign the document after SBSRD Board members have received revisions and approved by fax to the SBSRD Office. Motion by Melissa Call, second by Scott Hill. Unanimous.

ACTION ITEM: Bonnie Park will distribute revised Agreements to SBSRD Board members with an approval notice to be faxed back to the SBSRD office.

Burke Jolley requested that the SBSRD provide revised copies to the School District for review. Jolley suggested the Lease and Joint Use Agreements be presented to the School Board as a decision item at their meeting on December 10. If approved, signing will take place that evening; two copies will be needed for signature.

ACTION ITEM: Bonnie Park will provide copies of revised agreements to School District; one copy with highlighted changes from today's meeting. Bonnie Park will call Sandra Hall to determine time frame of sign-off during their 6 pm meeting on December 10, so that Amanda Peterson, Sharon Odell and other SBSRD representatives can be present. Two originals will be prepared for signature.

Amanda Peterson commended the group for their productive comments and thanked School District representatives for their participation.

Rick Perry motioned to approve the minutes of 10/25 and 11/8, second by Ron Perry.

Meeting was adjourned at 11:05.

ACTION ITEMS:

1. Richard Dudley will have Alliance Engineering prepare a metes and bounds property description for Exhibit A to the Middle School Lease document.
2. All Board members will review the proposed program of work for 1997 and be prepared to discuss at the December 13th Board meeting.
3. Melissa Call will approach local graphic artists for logo prices and design concepts.
4. Rick Perry will contact Claflin Associates with SBSRD Board decision to deny request for field trip expense.

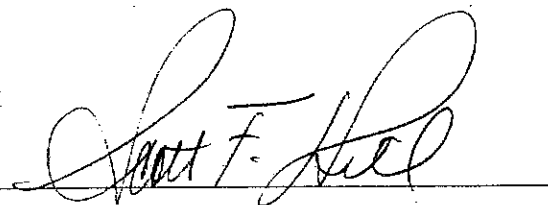
5. Bonnie Park will put the formal Budget Adoption on the December 13th SBSRD Agenda.
 6. Bonnie Park will distribute revised Agreements to SBSRD Board members with an approval notice to be faxed back to the SBSRD office.
 7. Bonnie Park will provide copies of revised agreements to School District; one copy with highlighted changes from today's meeting. Bonnie Park will call Sandra Hall to determine time frame of sign-off during their 6 pm meeting on December 10, so that Amanda Peterson, Sharon Odell and other SBSRD representatives can be present.
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MOTIONS:

1. The Trails Committee slate, as submitted to the SBSRD Board by Melissa Call, is accepted and approved. Motion by Scott Hill, second by Ron Perry. Unanimous.
2. To deny Claflin Associates' request for field trip monies. Motion by Dudley, second by Hill. Unanimous.
3. To give Todd Claflin Board consent to begin and complete Design Development and working drawings for Trailside Park Phases I and II. Motion by Rick Perry, second by Ron Perry. Unanimous.
4. To approve Middle School Facilities Lease and Joint Use Agreements as modified at this morning's meeting, and accept and authorize Amanda Peterson and Sharon Odell to sign the document after SBSRD Board members have received revisions and approved by fax to the SBSRD Office. Motion by Melissa Call, second by Scott Hill. Unanimous.

Minutes prepared by : Bonnie Park

Secretary/Board Member Approval

A handwritten signature in cursive script, appearing to read "Scott F. Hill", is written over a horizontal line.

**Park City Board of Education
Regular Session Minutes
December 10, 1996
6:08 p.m.**

The Park City Board of Education met in a regular session at Jeremy Ranch Elementary School after due, legal, and timely notice of said meeting being given to all members and interested parties. President Lowry called the meeting to order and welcomed all visitors. Board members present were: Colleen Bailey, David Chaplin, Carol Murphy and Roger Fulmer. Staff members in attendance were: Burke Jolley, Tom Van Gorder and Sandra Hall. Student-on-the-board Ashley Jones was also in attendance. Guests included: (List attached).

Consent Calendar

A motion was made by Member Chaplin to approve the consent calendar which consisted of:

closed session and regular session minutes of November 19, 1996
closed session minutes of November 29, 1996
accounts payable registers of November 14 and 22, 1996
monthly budget report of December 2, 1996
monthly receipt register of December 2, 1996

Recommendations to employ the following classified personnel:

Rolando Rocha	custodian/bus driver	district (full-time)
Gregory Jones	maintenance	district (full-time)
Joseph Soto	custodian	TMMS (full-time)
Cathy Godfrey	library aide	PCHS (part-time)
Kevin Calderwood	technology aide	PCHS (part-time)
Debra Johnson	food service	PCHS (part-time)
Bonnie Torres	food service	PCHS (part-time)
Brenda Davis	food service	PCHS (part-time)
Susan Anderson	special ed./preschool	MPES (part-time)

To affirm the decision of the acting superintendent to suspend a student from Park City High School for a period of one year and to modify the suspension of a student at Treasure Mountain Middle School to return to school at the beginning of the 1997-98 school year.

Permission was granted for two families to home school one child each.

Motion was seconded by Member Murphy and passed unanimously.

Board Recognition

Board Member Roger Fulmer recognized and thanked district maintenance personnel Brent Kummer, Don Alvey and Larry Callister for their efforts to keep the parking lots plowed; mechanics Brad Barker and Scott Atkinson for keeping the buses running; and "zero hour" bus drivers Ellen Maynes and John Benson for transporting students at such an early time.

Public Comment

President Lowry said she wanted to apologize to her fellow Board Members for being so irascible at the last meeting and it was important to note that everyone has been working extremely hard.

She then announced that the Board will consider a new, revised Internet policy and simplified permission form later in the meeting and if approved, it will be posted and, hopefully, adopted early in January. She also said they were going to give the administrators direction to give the Board a recommendation as to the logistics of filtering.

In addition, President Lowry said the Board is still studying issues dealing with the field trip and employee involvement with non-school travel policies and will postpone any further action until a later date.

Melanie Edwards thanked the Board for re-looking at the Internet policy.

Jeri Maak addressed the Board in Spanish and then said that as a high school teacher she, as well as all the schools, need additional help in the ESL program.

Michelle Taylor asked the Board to allow Internet access as soon as possible.

Georgette Cunningham expressed concerns with boundaries for the new middle school.

Tim Douglas had concerns with growth in the area and said the Board might want to consider impact fees again.

Mark DeWald asked the Board to delay the decision on the middle school boundaries for thirty days.

Greg Baltz gave the Board a letter from Stacy Dymalski on filtering of the Internet.

Elizabeth Owens asked the Board to consider having students from Ranch Place attend the new middle school instead of Treasure Mountain Middle School. In addition, she felt the schools needed additional help for the Spanish speaking students.

Kathy Hunter said she also felt additional help was needed for the Spanish speaking students and she hoped the Board would reconsider the Internet policy and not be so concerned with potential law suits.

Student-on-the-Board Ashley Jones said students were concerned with the field trip policy.

Construction Update

Gary Acord reported the new middle school construction, including the pool, is coming right along. The district office is being framed and colors will soon be submitted to the staff for their consideration. He thanked the high school for their patience and said this was a difficult job due to the remodeling. He told the Board a decision needs to be made by February 1 on the type of seats to be installed in the performing arts center.

Park City High School High School 1997-98 Scheduling Update

Hal Smith said they will soon conduct a student interest survey and hope to have their course catalog available in January. They are getting ready to do a second mailing to eighth grade students regarding course selection, honor classes, etc. High school students will register on February 10 and middle school students and their parents will be invited to the high school for a social that same evening. He also said they believe in the eight period block schedule and would like it to continue so they can expand opportunities for students.

Hal told the Board one of the site-based committee's proposed goals is to pursue graduation pathways. He asked the Board to consider the following goal statement and to please give them a prompt response:

"With School Board approval, the Site Based Committee will develop and promote 'Graduation Pathways' that will enhance students knowledge and skills in their chosen interests. Communicate and counsel with students and parents these pathways and the effects of these pathways on the students future, recognizing that each pathway must fulfill required state core curriculum."

Member Bailey said she would like to see examples of pathways and President Lowry asked if A.P. and honor classes could be made available to more students.

The Board will review this issue at a special work session on January 7, 1997.

Lease and Agreement for Use of Fields/Facilities at New Middle School

Representatives from the Snyderville Basin Special Recreation Board: Amanda Peterson, Richard Dudley, Melissa Call, Sharon O'Dell, Scott Hill and Bonnie Park were introduced and welcomed to the meeting.

A motion was made by Member Bailey to enter into a Lease and Agreement for Use of School Facilities for Recreation and Special Use Agreement with the Snyderville Basin Special Recreation District. Motion was seconded by Member Fulmer and passed unanimously.

The Snyderville Basin Special Recreation District Board then presented Burke Jolley with a check in the amount of \$854,602.00 to cover a portion of the work that has already been completed on the fields and pool at the new middle school.

Member Murphy said at first she was very doubtful an agreement could be reached and that sometimes it does take a year to work things out. This agreement allows us to do more for our students and is a savings to the taxpayers.

President Lowry thanked the members of the Snyderville Basin Special Recreation Board for being such a pleasure to work with.

Policies

A motion was made by Member Murphy to post the newest revised Policy INI - Acceptable Use Policy for Internet Access. Member Bailey seconded the motion and it passed unanimously.

Treasure Mountain Middle School Counseling Program

A motion was made by Member Murphy to adopt the Treasure Mountain Middle School Counseling Program as presented. Motion was seconded by Member Fulmer and passed unanimously.

New Middle School Boundaries

A motion was made by Member Fulmer to approve the new middle school boundaries to include the areas of Spring Creek, Silver Creek, Summit Park, Timberline, Jeremy Ranch, Hidden Cove, South Ridge, Pinebrook, Powderwood and Crystal View and to move elementary students who live at Powderwood and Crystal View from Parley's Park Elementary School to Jeremy Ranch Elementary School. Motion was seconded by Member Chaplin.

Member Murphy pointed out that Treasure Mountain Middle School has a larger capacity and everyone needs to understand that when the new middle school fills up the district will very likely change the boundaries before constructing an addition to the new school. The Board is committed to offering quality education at all schools.

Member Fulmer said it was important to look at school capacities two years down the line since that is how long it takes to plan and build a new pod.

Member Bailey said it was difficult to vote against your constituents but since she could not come up with anything different she would have to do just that.

President Lowry called for a vote on the motion and it passed unanimously.

Process for Naming New Middle School

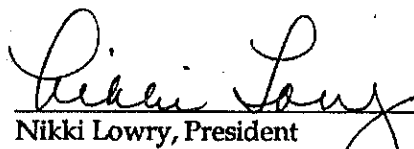
Written suggestions should be submitted to Lynda Lambert at the district office.

Information Sharing

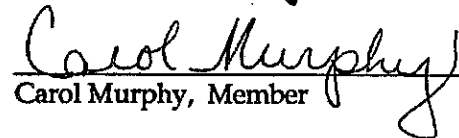
All the members of the Board indicated they would attend the Utah School Boards Convention in Salt Lake on January 10 and 11.

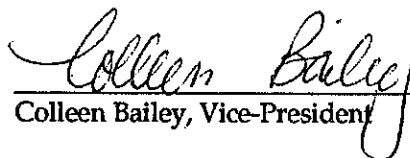
A motion was made by Member Bailey to adjourn and to immediately return to closed session for the discussion of personnel issues and to meet again at Jeremy Ranch Elementary School on January 7, 1997 in a special work session. Motion was seconded by Member Murphy and passed unanimously.

Meeting adjourned at 8:20 p.m.

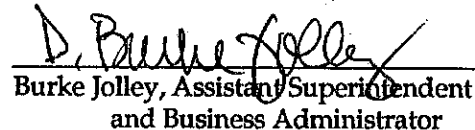

Nikki Lowry, President


David Chaplin, Member


Carol Murphy, Member


Colleen Bailey, Vice-President

Roger Fulmer, Member


Burke Jolley, Assistant Superintendent
and Business Administrator

JOINT USE AGREEMENT

This Agreement is made and entered into this 10TH day of DEC, 1996, by and between the Snyderville Basin Special Recreation District and the Board of Education of Park City School District

WHEREAS, the Board of Education of Park City School District is constructing a new middle school in Summit County, Utah as more particularly set forth on Exhibit "A" attached hereto; and

WHEREAS, the Snyderville Basin Special Recreation District has committed to the District the sum of One Million Two Hundred Two Thousand Dollars (\$1,202,000) for the purpose of construction of improvements on the playing fields, parking lot and swimming pool; and

WHEREAS, the Snyderville Basin Special Recreation District has entered into a long term lease of even date herewith with the District for the use of play fields (the "Lease Agreement"); and

WHEREAS, the parties acknowledge that over time the needs of each party may change due to population growth and therefore the terms of this Agreement will need to be modified from time to time; and

WHEREAS, the Lease Agreement contemplates the execution by the parties to the lease of a joint operating agreement for the use of the Facilities as more fully set forth below.

NOW THEREFORE, in consideration of the mutual covenants of the parties herein contained, it is agreed as follows:

1. Definition and Description of Parties and Terms:
 - a. "SBSRD" shall mean the Snyderville Basin Special Recreation District, a Utah body politic, whose principal address is c/o Board Chair, P.O. 980127, Park City, Utah 84098.
 - b. "District" shall mean the Board of Education of Park City School District, a political subdivision of the State of Utah.
 - c. "Facilities" shall mean the playing fields and any buildings or fixtures constructed thereon located on Exhibits "A" & "B" attached hereto together with the swimming pool located at the middle school adjacent to the playing fields together with the right of access to and from the school parking lots.

2. Purpose of Agreement:

The purpose of this Agreement is to provide for the shared use of the Facilities between the District and the SBSRD, according to the parameters set forth herein, and to designate the rights and responsibilities of each party regarding the shared use of the Facilities. In the event of any conflict between this Agreement and the Lease and Agreement for Use of School Facilities for Recreation, the Lease and Agreement for Use of School Facilities for Recreation shall control.

3. Advisory Board Organization:

- a. There is created under the terms of this Agreement an Advisory Board comprised of five (5) members. Members shall not be compensated for their participation on the management advisory board. The five (5) members shall be selected as follows:
 - two (2) members selected by the District
 - one (1) member from the public residing within the District boundaries and not an employee of either the SBSRD or the District and selected by the other four Board members
 - two (2) members selected by the SBSRD
- b. Each member of the Advisory Board shall be appointed for a three (3) year term, except that some of the initial members of the Board shall be appointed for lesser terms in order to establish staggered terms.
- c. Any vacancies on the Advisory Board may be filled by a replacement named by the party or entity appointing the person creating the vacancy. If a party or entity fails to fill a vacancy within thirty (30) days of the vacancy being created, the Advisory Board will continue to function with the vacancy. The existence of a vacancy shall not affect any actions taken by the advisory board during the period of any vacancy.
- d. The Advisory Board may take action by the vote of a majority of its voting members present at the meeting when the vote is held. No vote shall be valid if there are less than a majority of appointed voting members present at the vote. Such meetings shall be pursuant to notice and shall comply with the applicable rules and regulations governing meetings of District and the SBSRD.

4. Duties of Advisory Board:

- a. The Advisory Board will receive requested calendaring of events from each party and through their designee shall coordinate access to and use of the Facilities within the parameters and limitations set by this Agreement.
- b. The Advisory Board may make recommendations to the District and to the SBSRD regarding matters relevant to the satisfactory operation of the Facility.
- c. The Advisory Board shall establish a joint use committee to supervise the day to day operations of the Facilities. The committee shall have a minimum of three (3) members consisting of a representative of the District, a representative of the SBSRD, and a representative from the entity operating the recreation programs of the SBSRD.

5. Duties and Authority of the District:

- a. The District possesses and retains the authority to determine availability and use of the Facilities except as provided for within this Agreement and the Lease Agreement with the SBSRD.
- b. The District will make the Facilities available for use by the SBSRD according to the terms of this Agreement and the Lease Agreement.
- c. All payments to the SBSRD under this Agreement shall be made monthly in accordance with the District's payment policies.
- d. The District will procure and maintain in full force during the term of this Agreement comprehensive general liability insurance naming both the District and the SBSRD as insureds for the use or occupancy of the Facilities scheduled by the District. The limits of such insurance shall not be less than \$2,000,000 per occurrence. Appropriate certificates of such insurance shall be provided by the District to the SBSRD and upon request from time to time by the SBSRD to verify coverage.
- e. The District agrees to provide immediate notice to the SBSRD of any dangerous or unsafe condition on District property that the District discovers or creates at the Facilities through sponsors or participants of an event scheduled by the District at the Facilities.

6. SBSRD Duties:

- a. The SBSRD will coordinate and schedule its use of the Facilities in advance through the calendar as specified in this Agreement.
- b. The SBSRD will pay the District for custodial support staff which is required or requested.
- c. The SBSRD will pay the District for other support staff which is required or requested.
- d. All payments to the District under this Agreement or the Lease Agreement shall be made monthly, in accordance with the Summit County payment policies.
- e. The SBSRD will procure and maintain in full force during the term of this Agreement comprehensive general liability insurance naming both the District and the SBSRD as insureds in relation to the Facilities scheduled by the SBSRD. The limits of such insurance shall not be less than \$2,000,000 per event. Appropriate certificates of such insurance shall be provided by the SBSRD to the District and upon request by the District from time to time to verify coverage.
- f. The SBSRD agrees to provide immediate notice to the District of any dangerous or unsafe condition on the District Property that the SBSRD discovers or creates at the Facilities or on District property, through sponsors or participants of an event scheduled by the SBSRD at the Facilities.
- g. The SBSRD shall maintain or cause its agents to maintain Fields A and B in accordance with the specifications set forth in Exhibit "C" attached hereto.

7. Event Revenues:

- a. Ticket prices, if any, for an event will be determined by the party scheduling that event and all ticket revenues shall be the property of the scheduling party.
- b. Taxes, if any, due on ticket sales will be paid by the party scheduling the event for which tickets were sold. If the District is held responsible by a taxing authority for any taxes for an event

scheduled by the SBSRD, the SBSRD will reimburse the District for the amount of the taxes for which the District is held responsible, and for all related costs, penalties, interest, and reasonable attorneys' fees incurred by the District. If the SBSRD is held responsible by a taxing authority for any taxes for an event scheduled by the District, the District will reimburse the SBSRD for the amount of the taxes for which the SBSRD is held responsible, and for all related costs, penalties, interest, and reasonable attorneys' fees incurred by the SBSRD.

- c. Concessions may be sold at the option of the party scheduling the event. The scheduling party will retain all concession revenues received at its events, and is responsible for payment of all taxes, of any.

8. Calendaring the Use of Facilities:

The use of the Facilities and the scheduling of such use shall conform to the following requirements:

- a. The parties shall each submit to the Advisory Board their respective calendars of anticipated events. Submissions will be at least ninety (90) days in advance of the scheduled event. The parties shall use their best efforts to maintain a long term scheduling calendar in order to avoid any conflicts.
- b. Notwithstanding any other provision herein, District events will have first priority and the SBSRD second priority in calendaring and in use of the Facilities owned by the District (but not the property subject to the Lease with the SBSRD). Notwithstanding any other provision herein, SBSRD events will have first priority in calendaring and in use of Fields A and B leased by the SBSRD. Once a schedule has been established for a particular period, that schedule shall supersede the priorities set forth in this Agreement.
- c. The District will have exclusive use of Fields A, B, C, & D from 6:00 a.m. through 4:00 p.m., Monday through Friday each week during days that school is in session unless mutually agreed upon with the SBSRD.
- d. The SBSRD will have exclusive use of the Fields A, B, C, & D during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 4:00 p.m. and prior to 6:00 a.m.

Monday through Friday and all day Saturday and Sunday. The school year shall mean that period from August 15 to June 15.

- e. The parties to this Agreement acknowledge and understand that the needs of the parties may change over time due to increased growth in the area and increased student population. The parties agree to negotiate in good faith and make necessary amendments to this Agreement to accomplish this intent.
- f. The parties shall establish a reasonable schedule of maintenance of the Facilities to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

9. Maintenance, Repairs and Utilities:

The SBSRD and the District shall arrange and pay all costs for the janitorial, utilities (including water), garbage collection, repairs and maintenance on the Facilities. The District and the SBSRD shall reimburse the other for any pro rata share of the operating expenses for the Facilities during the term of this Agreement, including janitorial, utilities (including water), garbage collection, repairs and maintenance. The pro rata budget and calculations shall be reviewed annually by the Advisory Board for presentation to the SBSRD and the District for its mutual approval by March 31 of each year.

10. Compliance with Applicable Law:

The SBSRD and the District when using Facilities, will comply with all applicable federal, state and local government laws, regulations, and orders. If a specific event or activity scheduled by the SBSRD or the District would violate any such law, regulation, or order, the SBSRD or the District will take all steps necessary to comply therewith, including canceling the event if compliance is not possible.

11. Suitable Use:

The parties will use the Facilities only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Facilities without first obtaining written approval of the District or the SBSRD as may be appropriate.

12. Term:

This Agreement shall be in effect upon its execution by each of the parties hereto for however long the Lease between the parties governing the

some of the facilities is in effect. This Agreement may be renewed by the written consent of both parties. In the event of any default of any provision of this Agreement, the non-defaulting party shall give the defaulting party notice of the default, which if not cured within thirty (30) days may constitute grounds for terminating this Agreement. Any uncured default under the Lease Agreement shall be grounds for termination of this Agreement

13. Cancellation and Termination:

It is agreed that either party shall have the privilege, with cause, to cancel and annul this Agreement on one (1) year prior written notice by registered mail, or by personal delivery of written notice, to the other party.

14. Integrated Contract:

This Agreement represents the entire agreement between the parties, and supersedes any and all other agreements or understandings between the parties whether written or oral.

15. No Assignment:

Neither the District nor the SBSRD shall assign its rights and duties under this Agreement without the prior written consent of the other party.

16. Modification:

There may be no modification of this Agreement, except in writing, executed with the same formalities as this instrument.

17. Clause Headings:

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they appertain.

18. Notice:

Any notice required or called for under the terms of this Agreement shall be delivered by personal delivery or registered mail to the following addresses:

Superintendent
Park City School District
1250 Iron Horse Drive
P.O. Box 680310
Park City, Utah 84068

SBSRD
c/o Board Chair
P.O. 980127
Park City, Utah 84098

DATED the date first above written.

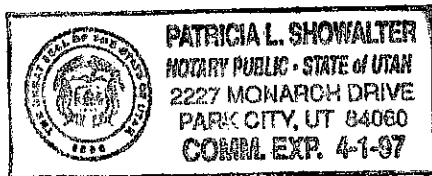
BOARD OF EDUCATION OF
PARK CITY SCHOOL DISTRICT

By: Nikki L. Lowry
Its: Board of Education President
Date: Dec. 10, 1996

By: D. Pauley
Its: Business Administrator
Date: Dec. 10, 1996

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

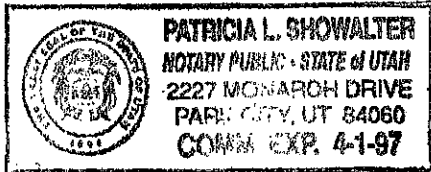
The foregoing instrument was acknowledged before me this 10 day of December, 1996, by NIKKI L. LOWRY, the Board of Education President of the Park City School District.



Patricia L. Showalter
Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10 day of December, 1996, by D. Burke Jolley, the Board of Education Business Administrator of the Park City School District.



Patricia L. Showalter
Notary Signature and Seal

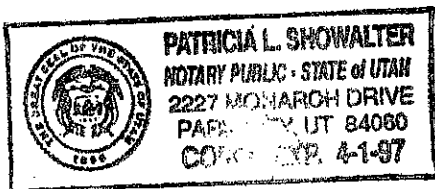
SNYDERVILLE BASIN SPECIAL RECREATIONAL DISTRICT

By: Amanda Peterson
Its: Board Chair
Date: 12/10/96

By: Sharon Odum
Its: Treasurer
Date: 12/10/96

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

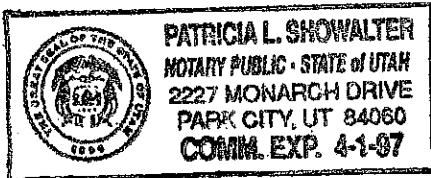
The foregoing instrument was acknowledged before me this 10 day of December, 1996, by AMANDA PETERSON, the Board Chair of Snyderville Basin Special Recreation District, a Utah body politic.



Patricia L. Showalter
Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

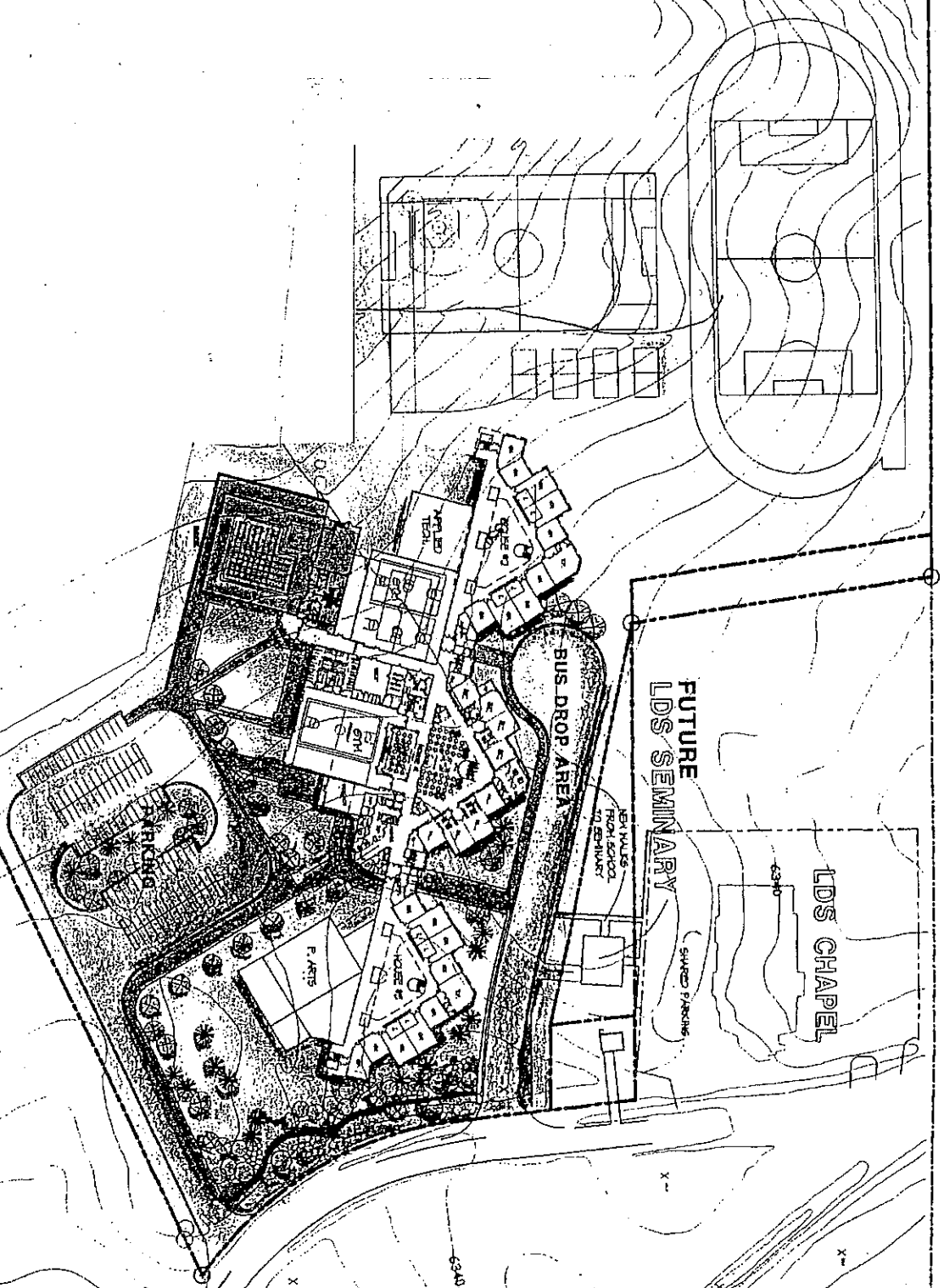
The foregoing instrument was acknowledged before me this 10 day of December, 1996, by SHARON ODELL, the Treasurer of Snyderville Basin Special Recreation District, a Utah body politic.



Patricia L. Showalter
Notary Signature and Seal

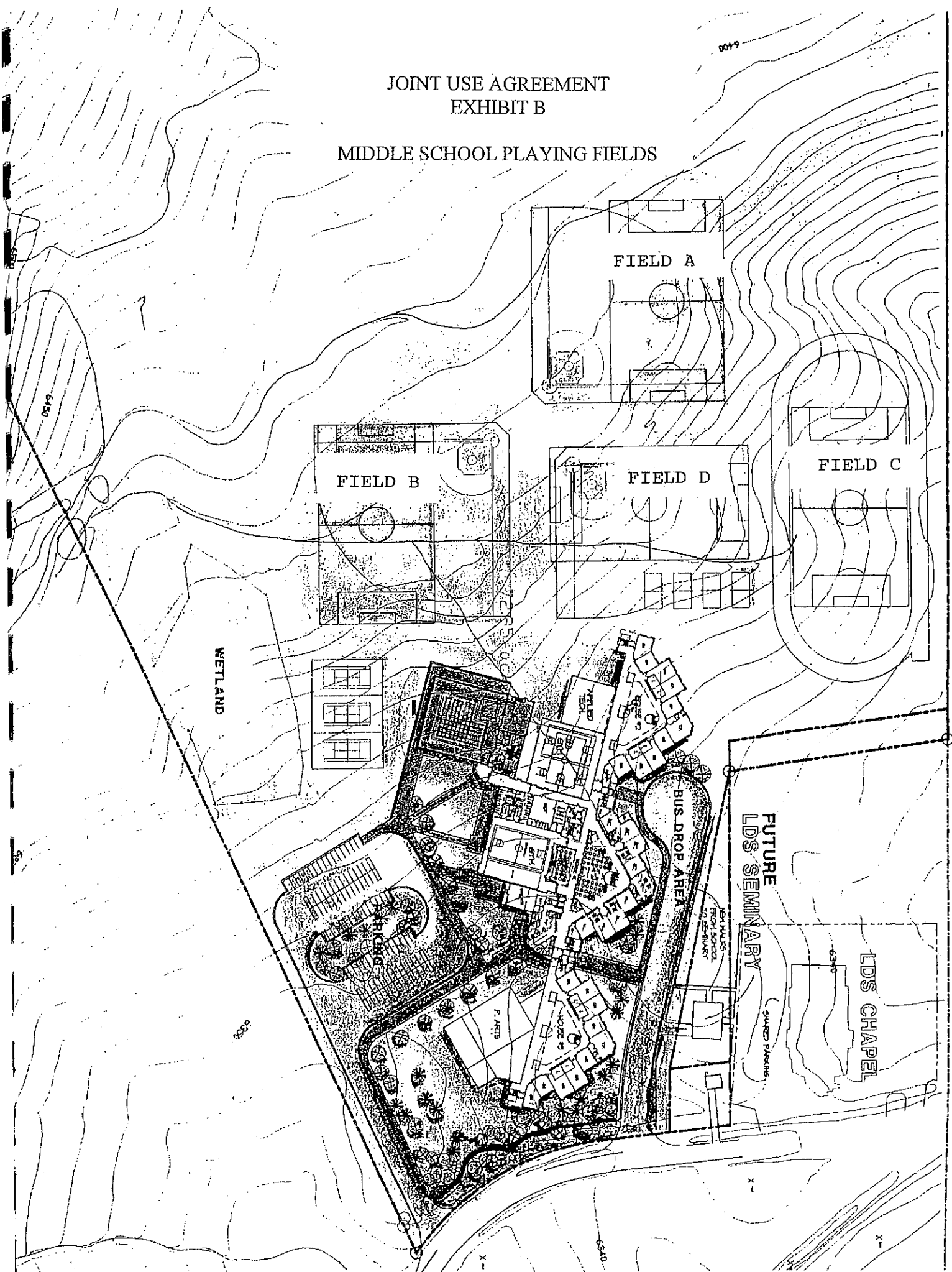
JOINT USE AGREEMENT
EXHIBIT A

NEW MIDDLE SCHOOL



JOINT USE AGREEMENT
EXHIBIT B

MIDDLE SCHOOL PLAYING FIELDS



JOINT USE AGREEMENT

EXHIBIT C

MIDDLE SCHOOL FIELDS

LEVEL III MAINTENANCE STANDARDS

Level III Maintenance Standards are operationally obsolete.

The Agreement for Joint Use of Facilities for Recreation, dated May, 2007, addresses field and facility maintenance in site-specific policies.

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

Interlocal Cooperative Agreement for Regional Ice Facility

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "*Agreement*") is entered into effect August 31, 2004 by **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT** (the "*District*"), and by **PARK CITY MUNICIPAL CORPORATION** (the "*City*"), each political subdivisions of the State of Utah (collectively referred to herein as the "*Parties*"), for the purpose of outlining responsibilities associated with the cooperative construction and operation of a recreational ice facility.

RECITALS:

A. UTAH CODE ANN. § 11-2-1 authorizes governmental entities such as the Parties to designate, acquire, equip, operate and maintain public recreational facilities.

B. The "Interlocal Cooperation Act," UTAH CODE ANN. §§ 11-13-101 to -313, as amended (the "*Act*"), enables governmental entities such as the Parties to cooperate with each other on the basis of mutual advantage to more efficiently provide governmental facilities, services and improvements to the general public, including, without limitation, public recreational facilities.

C. The Parties are each committed to promoting the health and welfare and enhancing the quality of life for their citizens.

D. In furtherance of those purposes, the Parties desire to jointly develop an ice skating facility available to the public (the "*Ice Facility*"), to enhance recreational opportunities within the geographical region where both are situated (the "*Region*"), thereby promoting the health, safety and welfare of their citizens.

E. The Parties have each determined that the Ice Facility will prove a valuable asset to their respective constituents and the development thereof is fully consistent with their respective institutional missions and the public interest.

F. Park City voters, via special bond election held November 6, 2001, authorized the City to issue general obligation bonds in an amount not to exceed Four Million Dollars (\$4,000,000.00) to construct an ice facility and make park improvements (\$2,000,000.00 to be used for the Ice Facility and \$2,000,000.00 for use towards other park improvements). The City's use of such bond proceeds to construct, maintain, own, and operate the Ice Facility pursuant to this Agreement is intended to fulfill the City's obligations to construct an ice facility pursuant to said bond election.

G. District voters, in a special bond election held on November 6, 2001, authorized the District to issue general obligation bonds ("the Bonds") for the purpose of acquiring, constructing and equipping an ice rink and other recreation facilities, and the District intends to use funds received as proceeds from the sale of the Bonds for the District share of the cost of the initial construction of the Ice Facility subject to this Agreement to fulfill the obligation of the District to provide the Ice Facility authorized in the special bond election.

H. This Agreement shall not become effective until it is first approved by resolution of the District Administrative Control Board (the "*District Board*") and of the City's City Council, as evidenced by the execution hereof by the appropriate officers of the District and the City.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the Parties' mutual covenants and undertakings, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows in compliance with and pursuant to the provisions of the Act:

ARTICLE 1 DEFINITIONS; INTERPRETATION

Section 1.1. **Definitions.** In this Agreement and any amendments hereto, the following terms shall have the meanings specified below:

"*Act*" shall mean the Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -313, as amended.

"*Agreement*" shall mean this "Interlocal Cooperative Agreement for Regional Ice Facility."

"*City*" shall mean Park City Municipal Corporation and its successors.

"*District*" shall mean Snyderville Basin Special Recreation District and its successors.

"*Parties*" shall mean both the City and the District collectively

"*Ice Facility*" shall mean the regional ice rink and associated required parking facility designed, constructed, and operated pursuant to this Agreement. As used herein, "Ice Facility" shall not include the City-owned real property upon which the regional ice rink will be located.

"*Lease*" shall mean any lease, sublease, operating, management or similar agreement affecting the Ice Facility.

"*Net Operating Deficit*" shall mean the negative difference between all revenues and all expenditures of the Ice Facility, with the exception of general obligation bond debt payments of the District and the City.

"*Net Operating Profit*" shall mean the positive difference between all revenues and all expenditures of the Ice Facility, with the exception of general obligation bond debt payments of the District and the City.

"*Ice Facility Reserve Fund*" shall mean the monies set aside to cover any operating budget deficits.

"Capital Replacement Reserve Fund" (CRRF) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

"Expansion Fund" shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

"Use Guidelines" shall mean operating goals and objectives of the Ice Facility, as outlined by both Parties. They are intended to serve as advisory guidelines.

Section 1.2. **Interpretation.** This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) Definitions include both singular and plural;
- (b) Pronouns include both singular and plural and cover both genders; and
- (c) The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

ARTICLE 2

DESIGN, PLANNING AND CONSTRUCTION RESPONSIBILITIES

Section 2.1. **Intent:** The Parties recognize the value in combining financial resources to jointly construct, maintain, and operate the Ice Facility. The Parties also recognize the potential challenges of having multiple parties involved in the planning, design and construction. Therefore, given the contribution of land by the City and the nature of the larger proposed recreation complex project and the City ownership, the Parties agree that the City shall solely own the Ice Facility and will take the lead in the design, planning and construction of the Ice Facility. The City will involve District representatives in all stages of the design and construction phase so that District recommendations can be taken into consideration by the City. The District recommendations will be considered advisory only and shall not be controlling.

Section 2.2. **City Responsibilities.** The City will:

- (a) Complete all preliminary planning steps, to include site surveys, wetland studies, environmental reviews, and regulatory compliance coordination.
- (b) Complete all action steps related to annexing the City-owned property into the City limits.
- (c) Prepare and administer all RFP's, professional service contracts, and construction agreements necessary to complete the design and construction of the Ice Facility.
- (d) Select and retain the services of an ice facility consultant who will be available for consultation during design and construction phases of the Ice Facility. The City will also actively seek to hire a General Manager of the overall recreation complex who has a background in ice facility management. It will be the City's desire to select and phase in the hiring schedule of the General Manager so as to allow involvement in the planning and construction phases.

- (e) Prepare project and construction budgets that will define the anticipated costs associated with the Ice Facility.
- (f) Contribute all necessary land and \$2 million dollars towards the capital costs of designing, constructing and outfitting the Ice Facility.
- (g) Invite the District to participate and add recommendations in each of the above steps in an advisory capacity. ✓
- (h) Budget annually and contribute a minimum of \$50,000 a year to the Operating Subsidies outlined in Section 4.3.
- (i) Provide to the public reasonable access to the ice rink located at the Park City Recreation Complex, which it operates and maintains. The City will make best efforts to balance local programming with tourist related revenue producing events. Efforts will be made to track direct and indirect benefits of hosting events. As a guideline, the City will look to reduce the operating deficit by promoting and hosting events. Local programming should not be negatively interrupted for events that do not see a net profit through direct and indirect revenues.

Section 2.3. District Responsibilities: The District will:

- (a) Appoint a representative(s) to assist the City in various design and construction stages outlined in Sections 2.1 and 2.2 herein. ✓
- (b) Contribute \$2 million dollars towards the capital costs of designing, constructing and outfitting the Ice Facility. ✓
- (c) Budget annually and contribute a minimum of \$50,000 a year to the Operating Subsidies outlined in Section 4.3. ✓

Section 2.4. If after thirty (30) days written notice from the District and opportunity to cure, the City fails to budget and contribute the funds committed under the terms of this Agreement, then the District shall have the right to terminate this Agreement as provided in Articles 6 and 8 herein.

Section 2.5 If after thirty (30) days written notice from the City and opportunity to cure, the District fails to budget and contribute the funds committed under the terms of this Agreement, then this Agreement shall automatically terminate and the District shall forfeit all benefits and rights conferred upon the District and residents of the District by this Agreement, including but not limited to the balanced fee benefit provided at Section 5.3 and any claim or right to assets and/or remuneration pursuant to Article 6.

ARTICLE 3 FACILITY DESCRIPTION; FINANCIAL ISSUES

Section 3.1. **Description of the Facility.** The Ice Facility shall be owned solely by the City and will be located on City-owned land near the State Route 248 / Highway 40 interchange (Quinn's Junction). The facility area description and listing of minimum building components are described in greater detail in Exhibit "A" of this Agreement. No title or interest in the City-owned real property upon which the Ice Facility will be located shall transfer or otherwise vest in the District as a result of this Agreement. ✓

Section 3.2. **Initial Capital Contributions.** In addition to City owned land, each Party agrees to fund \$2 million dollars toward the design, planning, construction and initial outfitting of the Ice Facility. By December 1, 2004, each Party will secure and have available funds of no less than \$2 million dollars to contribute towards the above outlined costs. The Parties agree that all work associated with Ice Facility improvements and outfitting of the Ice Facility will be paid for through use of the initial capital contributions and any monies raised through fundraising. Costs include, but are not limited to, surveys, legal descriptions, title reports, architectural design fees, construction costs, construction management fees, furniture, fixtures and equipment. Capital equipment shall include items defined in Exhibit "B". The CRRF will provide for Ice Facility repair and Ice Facility upgrades.

- (a) **Breakdown of Initial Capital Allocations** - The Parties agree that with the known funds available, the initial capital contributions will be divided as follows:
 - 1. Construction Costs = \$3.5 million
 - 2. Design & Outfitting Costs = \$0.5 million
 - Total = \$4 million
- (b) **Review Period** -- The City and District will meet upon completion of design development drawings to review cost estimates and options given the project budget of \$4 million dollars. Discussions at this time will evaluate the ability to deliver the project within budget or whether an amendment to this Agreement is necessary. ✓
- (c) The Parties agree to address projected shortfalls prior to construction bid advertisement through reduction in scope and/or through capital campaign efforts. Amendments to this Agreement pursuant to Section 9.12 may be necessary. ✓
- (d) In the event cost estimates exceed available funds, the Parties agree to value engineer the project, which may include further reductions in scope. ✓

ARTICLE 4 OPERATION OF THE ICE FACILITY

Section 4.1. **Management.** The City will oversee management and operation of the Ice Facility and overall Quinn's Junction Recreation Complex. A professional ice facility manager (the "General Manager") will be hired as required by Section 2.2.d. above, employed by the City and be responsible for managing the Ice Facility.

Section 4.2. **Annual Budget.** An annual budget breaking down the costs of operating the Ice Facility will be prepared by the General Manager and incorporated into the City's overall budgeting system, in accordance with Section 4.3, below.

Section 4.3. Operating Contributions.

(a) Annual Net Operating Deficit/Profit. The Parties acknowledge the expectation that the Ice Facility will not achieve 100% cost recovery on the operating costs through revenues generated by the Ice Facility. A long-range plan of minimizing the operating deficits and targeting a break-even or possibly a net operating profit will be a goal of the General Manager. In the event that there is a Net Operating Profit, the City will accumulate that profit into an undesignated fund balance to offset future net operating deficits. The Parties agree as follows:

(1) Funds. The City shall create three funds ("Funds") for the purpose of reducing the anticipated annual Net Operating Deficit (Ice Facility Reserve Fund), and accumulating monies for the Capital Replacement Reserve Fund (CRRF) and Expansion Fund. Said funds may be augmented through grant applications and other sources. The funds will be placed in interest-bearing accounts managed by the City, in accordance with rules of the State Money Management Act, UTAH CODE ANN. §§ 51-7-1, *et seq.*

(2) Annual Operating Subsidies.

- i. City Responsibilities. The City will annually budget for and contribute a minimum of \$50,000 per fiscal year into the Funds in accordance with Subsection v. below. The City will track and report on the Ice Facility's budget performance.
- ii. District Responsibilities. The District will budget for and contribute a minimum of \$50,000 per fiscal year into the Funds, in accordance with Subsection v. below. It is understood by the Parties that the District intends to generate contributions through RAP tax grant applications by the SBSRD in the first two years of operation. In the event that RAP tax proceeds exceed \$50,000 in the first two years of operation, the SBSRD will commit an additional 50% of any RAP receipts in excess of the \$50,000 minimum. In subsequent years, the District's contribution will not be more or less than \$50,000 per year even with fluctuations in the Ice Facility budget, unless amended pursuant to item v. set forth below. It is also understood by the Parties that should RAP tax grants be unavailable to the District, then the District will contribute their minimum \$50,000 annual payment through other funding mechanisms.
- iii. The allocation of the District contribution will be distributed based on the "District's Annual Payment Distribution Schedule" as outlined within Exhibit B pursuant to the following order of priority in the three basic categories of:
 1. Ice Facility Reserve Fund
 2. Capital Replacement Reserve Fund
 3. Expansion Fund
- iv. The District and City commit to making funding contributions under the following schedule, or as otherwise agreed to by the Parties with the intent that the contributions generally occur during the first two years of Ice Facility operations:

- a. First Payment – December 15, 2005, or 6 months prior to scheduled facility completion date, whichever comes later.
 - b. Second payment – by December 15, 2006
 - c. Subsequent years – by December 15th of each subsequent year
 - v. The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund. 12/15/2006
 - a. The review will include a specific evaluation of the allocation to the Ice Facility Reserve Fund, and the allocation to the CRRF to verify growth in the CRRF through an annual transfer to be specified as a line item in the Ice Facility budget. It is the long-term goal of the District for their annual contribution to go to the CRRF and Expansion fund.
 - b. Any withdrawal from the CRRF by the City will require notice to the District. Fund activity and balance will be reported annually as a part of the City's annual independent audit.
- (3) Ongoing Maintenance. The Parties anticipate that the City will recover (to the extent possible) the Ice Facility's maintenance costs through user fees, as assisted by the Parties' annual contributions and the accumulated Ice Facility Reserve Fund. The Parties Agree that the CRRF may be used for Ice Facility replacement items that carry a useful life of more than one year and have a minimum cost of \$1,000.
- (4) The City will set fees and program activities for the Ice Facility in conformance with the terms of this Agreement and utilizing Exhibit C – "Use Guidelines" as a tool to assist in determining the right mix and balance of operating fees and activity schedules.
- (5) Fundraising. In addition to revenue generation through traditional user fees and concessions, the City & District shall endeavor to increase revenues through efforts to obtain sponsorships, individual donations, and various charitable contributions. Acceptable means of revenue generation include, but are not limited to, dasher board and program advertising, sponsorships and grant writing. ✓

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

Section 5.1. **Filing of Agreement.** The Parties each covenant that this Agreement shall be filed with its keeper of records as required by the Act.

Section 5.2. **No Litigation.** The Parties each represent and warrant that there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which the District or the City, as applicable, is a party or to which any of its property is subject which, if determined adversely to such Party, would individually or in the aggregate (a) affect the validity or the enforceability of this Agreement, or (b) otherwise materially adversely affect such Party's ability to comply with its obligations hereunder.

Section 5.3. Residents of the District shall not be charged any cost for the use of the Ice Facility in excess of the cost paid by residents of the City for the use of the Ice Facility. City residents shall not be granted discounts or any other economic reduction in the cost of use not equally available to residents of the District for use of the Ice Facility. The intent of this provision is to make access to and use of the Ice Facility for residents of the District equal to the costs and terms for access to and use of the Ice Facility for City residents during the period this Agreement is in force.

ARTICLE 6 TERM; TERMINATION

Section 6.1. **Term.** This Agreement shall be in full force and effect and be legally binding upon the Parties only after its execution, following approval by resolution by the District Administrative Control Board and the City's City Council and shall run for a term of fifty (50) years or the maximum duration allowed by Utah Code Ann. § 11-13-216, as amended, if such maximum duration exceeds fifty (50) years.

Section 6.2. **Termination.** Unless terminated pursuant to the default provisions at Sections 2.4 and 2.5 and Article 8 herein, or upon expiration of the term of this Agreement pursuant to Section 6.1 herein, this Agreement may be terminated only via amendment to this Agreement duly executed by the Parties pursuant to Section 9.12 herein.

Section 6.3. **Disposition of Assets Upon Termination.** Upon termination of this Agreement pursuant to Section 6.2 herein, the Parties hereby agree that the City shall retain all ownership, use, and control rights to the Ice Facility and that the City shall pay to the District a settlement amount equal to the depreciated value of the District's total capital contributions pursuant to this Agreement.

ARTICLE 7 INDEMNIFICATION; INSURANCE

Section 7.1. **Indemnification.** The Parties are governmental entities under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30-1, *et seq.*) (the "*Immunity Act*") and shall enjoy all of the immunities, benefits and protections thereunder. Consistent with the terms of the

Immunity Act, and as provided herein, the District, the City each are responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

Section 7.2. **Insurance.** The City shall maintain public liability and Building and Contents Insurance as required by approved City standards.

ARTICLE 8 DEFAULT

A Party shall be in default under this Agreement if it fails to perform any obligation hereunder within thirty (30) days after written demand by the other Party. Upon a Party's uncured default hereunder, the non-defaulting Party shall be entitled to pursue any and all remedies available at law or in equity. Prior to terminating this Agreement for default pursuant to Section 2.4 or 2.5 herein, the non-defaulting Party shall deliver written notice of its intent to terminate the Agreement to the Party in default. If the Party in default fails to cure the default within thirty (30) days of such notice, this Agreement shall automatically terminate.

ARTICLE 9 GENERAL PROVISIONS

The following provisions also are integral to this Agreement:

Section 9.1. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 9.2. **Integration.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire contract between the Parties.

Section 9.3. **Time.** Time is the essence hereof.

Section 9.4. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 9.5. **Waiver.** No failure by a Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 9.6. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

Section 9.7. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 9.8. **Litigation.** If any action, suit or proceeding is brought by a Party against the other Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the nonprevailing party. Unless otherwise expressly provided in this Agreement, no breach of this Agreement shall entitle any party to unilaterally cancel, rescind or terminate this Agreement; but such limitations shall not affect in any manner any other rights or remedies which either party may have by reason of any such breach.

Section 9.9. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

Section 9.10. **Counterparts.** This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original.

Section 9.11. **Further Acts.** The Parties agree that they will execute any and all deeds, instruments, documents and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 9.12. **Amendment.** This Agreement shall not be modified or amended except in writing, which shall be signed by the duly authorized representative of each of the Parties after the adoption of a resolution by their respective governing bodies approving the modification or amendment, provided, however, that if the Parties have outstanding debt, no amendment to this Agreement may be made which would have a material adverse impact on the debtors without the prior consent of said debtors.

Section 9.13. **Assignment.** Neither Party may assign any interest herein without consent of the other Party and receipt by the City and the District of an opinion of counsel to the effect that such assignment is authorized under the Act. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of the Parties.

Section 9.14 **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

If to the District:

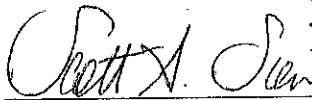
Snyderville Basin Special Recreation District
Attention: District Administrator
P.O. Box 980127
Park City, UT 84098

If to the City:

Park City Municipal Corporation
Attention: City Manager
P.O. Box 1480
Park City, UT 84060

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

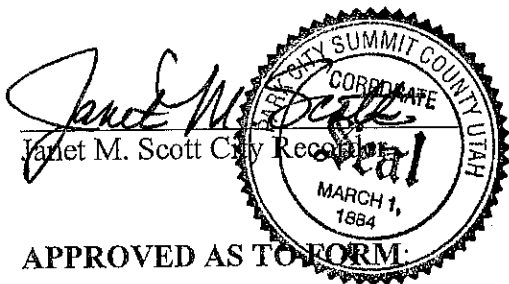
ATTEST:


Scott Siemon, Clerk



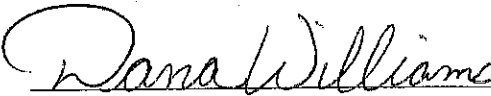
SNYDERVILLE BASIN SPECIAL
RECREATION DISTRICT

 8/31/04
Tim Douglas, Board Chair

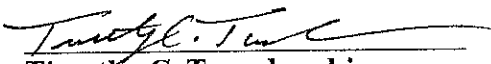



Janet M. Scott City Recorder

PARK CITY MUNICIPAL
CORPORATION


Dana Williams, Mayor

APPROVED AS TO FORM:


Timothy C. Twardowski,
Assistant Park City Attorney

PARSONS, DAVIES, KINGHORN & ^{HARRIS} PETERS

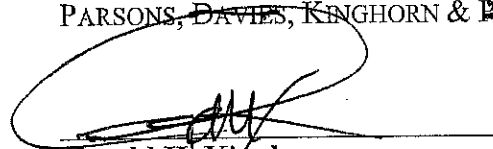

Gerald H. Kinghorn,
Attorney for the Snyderville Basin
Special Recreation District

Exhibit A

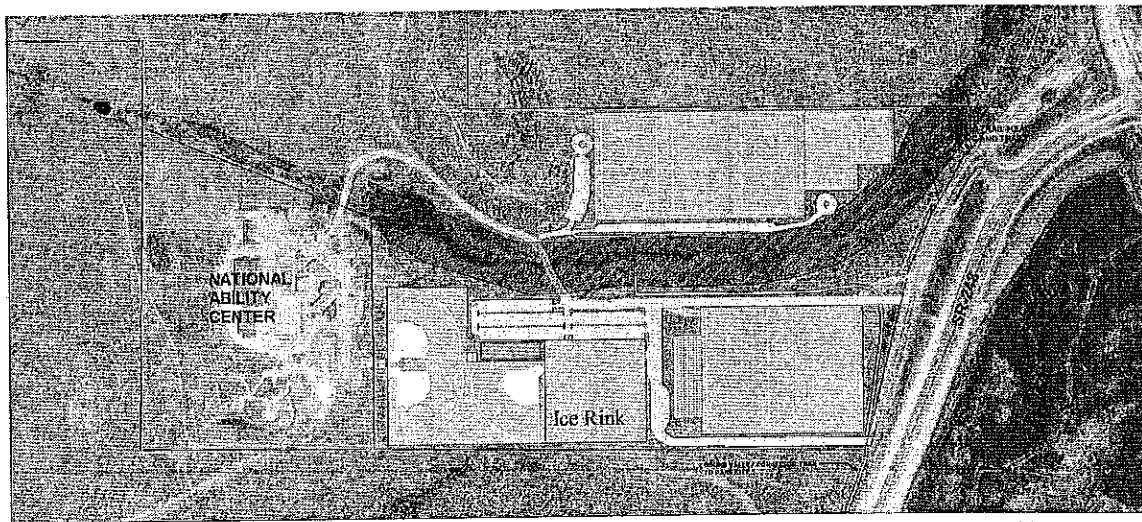
Ice Facility Area Description, Components, Concept Drawing

I. Area Description:

The Ice Facility will be located on City-owned land near the State Route 248 / Highway 40 interchange (Quinn's Junction).

II. Ice Facility Components:

- a) Initial construction is proposed to include a minimum:
 - (1) 100' x 200' enclosed ice sheet
 - (2) Bleacher seating (200-300, plus slab space to allow for temporary bleacher seating for an additional 300-400).
 - (3) Four Team locker rooms, 1 ref/family,
 - (4) restrooms for a minimum of 600,
 - (5) concession area for skate rentals and sharpening
 - (6) entry vestibule/ticket sales/warming area
 - (7) food and pro shop "flex space,"
 - (8) mechanical and zamboni storage
 - (9) meeting/party room(s)
 - (10) Office Space
- b) Conceptual Drawing:



PROPOSED RECREATION COMPLEX

PARK CITY
RECREATION COMPLEX
DRAFT

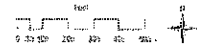


Exhibit B

Estimated Initial Furnishings, Fixtures & Equipment

Ice Resurfacer (Zamboni)	1	\$	90,000.00
Edger for ice Maintenance	1	\$	4,000.00
Flooding hoses/ shovels/squeegees		\$	1,000.00
Ice Painting Equipment	1	\$	2,500.00
Hockey Nets (pairs)	2	\$	3,000.00
Scoreboard	1	\$	9,500.00
Handtools and Hardware		\$	3,500.00
Floor Scrubber	1	\$	6,000.00
Vacuum and Cleaning tools		\$	1,500.00
Ladders		\$	1,500.00
Concession Equipment		\$	45,000.00
Chairs & tables		\$	25,000.00
Smallwares		\$	25,000.00
Phone system	1	\$	20,000.00
Computers		\$	10,000.00
Office Furniture		\$	10,000.00
Cash Registers		\$	2,500.00
Specialty Audio / Video Equipment		\$	-
Photocopiers/Fax machines	1	\$	15,000.00
Rental Skates / Helmets	600 pair	\$	45,000.00
Skate Aides	50	\$	2,500.00
Skate Sharpening Machines	2	\$	20,000.00
TOTAL		\$	342,500.00

Estimated Capital Replacement Lifespans per Equipment Type

Equipment	Life Expectancy/yr	Cost	Comments	40 Year Life Cycle cost
Zamboni	10	\$90,000.00	Trade in Value (\$25,000.00)	\$195,000.00
Ice Edger	5	\$4,000.00		\$28,000.00
Hockey Nets	5	\$1,500.00		\$10,500.00
Scoreboard	20	\$10,000.00	Trade in Value (\$2,000.00)	\$8,000.00
Compressors	3	\$4,000.00	(2 compressors) Rebuilt on 3 year cycle	\$104,000.00
Chiller	20	\$50,000.00	Total Replacement	\$50,000.00
Condenser	20	\$45,000.00	Total Replacement	\$45,000.00
Coolant Pumps	15	\$5,000.00	Replacement	\$12,500.00
Dehumidifier	10	\$20,000.00	Desiccant Wheel Replacement	\$60,000.00
HVAC Units	20	\$15,000.00	Estimate 4 Units	\$60,000.00
Water Heaters	10	\$10,000.00	Estimate 2 Units	\$60,000.00
Rubber Skaters Flooring	10	\$50,000.00	Replacement of flooring in High Traffic Areas	\$150,000.00
Rental Skates	10	\$75.00pr.	Replace 50% of inventory every 5 years	\$67,500.00
Skate Sharpener	10	\$10,000.00	Trade In Value \$1000.00	\$54,000.00

Estimated Capital Replacement Costs by Year

(based on 40-year life cycle)

Year	Equipment Needed	Notes	Individual Equip. Cost	TOTAL COST FOR YEAR
3	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
5	Ice Edger		\$4,000	
	Hockey Nets		\$1,500	\$5,500
6	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
9	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
10	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	
	Zamboni		\$90,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	\$228,000
12	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
15	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	
	Compressors	Two compressors at \$4,000 each	\$8,000	
	Coolant Pumps	Replacement	\$5,000	\$18,500
18	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
20	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	
	Zamboni		\$90,000	

	Scoreboard		\$10,000	
	Chiller	Total Replacement	\$50,000	
	Condenser	Total Replacement	\$45,000	
	HVAC Units	Estimate 4 Units at \$15,000 each	\$60,000	\$393,000
21	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
24	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
25	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	\$5,500
27	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
30	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Coolant Pumps	Replacement	\$5,000	
	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	
	Compressors	Two compressors at \$4,000 each	\$8,000	
	Zamboni		\$90,000	\$241,000
33	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
35	Hockey Nets		\$1,500	
	Ice Edger		\$4,000	\$5,500
36	Compressors	Two compressors at \$4,000 each	\$8,000	\$8,000
39	Compressors	Two compressors at \$8,000 each	\$8,000	\$8,000
40	Skate Sharpener	Two sharpeners at \$10,000 each	\$20,000	
	Rental Skates	Three hundred skates at \$75/pair (replace 50% of inventory every 5 years)	\$22,500	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	\$50,000	
	Water Heaters	Estimate 2 Units at \$10,000 each	\$20,000	
	HVAC Units	Estimate 4 Units at \$15,000 each	\$60,000	
	Dehumidifier	Desiccant Wheel Replacement	\$20,000	
	Condenser	Total Replacement	\$45,000	
	Chiller	Total Replacement	\$50,000	
	Scoreboard		\$10,000	

Hockey Nets	\$1,500	
Ice Edger	\$4,000	
Zamboni	\$90,000	\$393,000

Grand Total of Costs for 40 years **\$1,378,000**

* Forecasted expenditures include costs in year 40 that would extend the itemized equipments respective lifespan one more cycle.

District's Annual Payment Distribution Schedule

Year	Operating Deficit Contrib. (%)	Estimated Op Deficit Dollar Contrib	District CRRF Contrib. (%)	Estimated CRRF Contribution In \$	Estimated CRRF \$ need per above	District Expansion Fund (%)	Estimated Expansion Contribution In \$
1 - 2	90%	\$90,000	10%	\$10,000	\$0	0%	\$0
3 - 6	0%	\$0	75%	\$150,000	\$21,500	25%	\$50,000
7 - 10	0%	\$0	75%	\$150,000	\$236,000	25%	\$50,000
11-15	0%	\$0	75%	\$187,500	\$26,500	25%	\$62,500
16-20	0%	\$0	75%	\$187,500	\$401,000	25%	\$62,500
21-25	0%	\$0	50%	\$125,000	\$21,500	50%	\$125,000
26-30	0%	\$0	50%	\$125,000	\$249,000	50%	\$125,000
31-35	0%	\$0	50%	\$125,000	\$13,500	50%	\$125,000
36-40	0%	\$0	50%	\$125,000	\$409,000	50%	\$125,000
	Totals	\$90,000		\$1,185,000	\$1,378,000		\$725,000

* May be amended per Section 4.3.2.v.

Exhibit C

Use Guidelines

The purpose of these Use Guidelines is to provide for the shared use of the Ice Facility for all Park City and Snyderville Basin residents, according to the parameters set forth herein, and to designate the rights and responsibilities of the Parties regarding the shared use of the Facilities.

1. User fees for City and District users shall be the same. At such time as it may occur that Summit County contributes capital and/or operational funding, the Parties will consider a similar County-wide User Fee.

2. The City agrees to provide to the public reasonable access to the ice rink located at the Park City Recreation Complex, which it operates and maintains. The City will make best efforts to balance local programming with tourist related revenue producing events. Efforts will be made to track direct and indirect benefits of hosting events. As a guideline, the City will look to reduce the operating deficit by promoting and hosting events. Local programming should not be negatively interrupted for events that do not see a net profit through direct and indirect revenues.

3. The Parties agree that it is acceptable for ice programming operations to commence on a seasonal schedule, October through April each year. At such time that the Facility's General Manager and City can project a net benefit to the budget for year-round ice operations, the decision will rest with the decision making authority of the City.

4. The Parties agree that prior to Ice Facility occupancy they will develop and adopt Ice Facility Use Policies that shall further define and refine the operational aspects of this Attachment C. The Ice Facility Use Policies shall govern the use of the Ice Facility by all persons and groups. The Parties may alter, change, and add any rules they deem necessary to protect the public and to operate and maintain the facility at a standard acceptable to the Parties.

5. Concessions and Pro-shop Revenues. The Parties agree that the General Manager will allocate concession and pro-shop revenues in a manner consistent with the activity driving the revenue collection. Additionally, the Parties understand that the capital improvement costs associated with any upgrades to the Ice Facility design for areas such as the pro shop and concessions area for the purposes of enhancing the use of the outside fields, will be funded from the associated Fields construction budget.

6. Event Revenues. Ticket prices, if any, for an event will be determined by the entity scheduling that event and all ticket revenues shall be the property of the scheduling entity, or as otherwise agreed to between the scheduling entity and the City. Upon consent of the City, concessions may be sold at the option of the entity scheduling the event. If the scheduling entity retains concession revenues received at its events, it is responsible for payment of all applicable taxes.

7. Taxes. Taxes, if any, due on ticket sales will be paid by the entity scheduling the event for which tickets were sold.

8. Suitable Use. The parties will use the Ice Facility only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Ice Facility without first obtaining written approval of the City and District.

9. Maintenance, Repairs and Utilities. The City shall arrange and pay all costs for the janitorial, utilities, garbage collection, repairs and maintenance on the Ice Facility.

10. Compliance with Applicable Law: The City and the District agree that Ice Facility Uses will comply with all applicable federal, state and local government laws, regulations, and orders. If a specific event or activity would violate any such law, regulation or order the Parties will take all steps necessary to comply therewith, including canceling the event if compliance is not possible.

EXHIBIT G1

May 6, 2009

LETTER OF CONSENT

Purpose:

The Interlocal Agreement between Park City and the District was approved August 31, 2004, and the Ice Arena opened in February, 2006. This letter is intended to fulfill obligations of the parties with respect to Article 4, "Operation of the Ice Facility" and specifically Section 4.3 "Operating Contributions" paragraph (a)(2)v.

"The District and the City agree to review the amount of annual contributions and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations to the Ice Facility Reserve Fund, the CRRF and the Expansion Fund."

Definitions:

"Ice Facility Reserve Fund" shall mean the monies set aside to cover any operating budget deficits.

"Capital Replacement Reserve Fund" (CRRF) shall mean the monies set aside to fund Capital Equipment Replacement and capital improvements as needed from time to time for long-term upkeep of the Ice Facility.

"Expansion Fund" shall mean the monies set aside to fund future Ice Facility expansion which may include but are not limited to contributions by the Parties, and/or grants and gifts.

Consent to re-allocate between Funds:

This letter is intended to document direction and consent given by the Snyderville Basin Special Recreation District Board at their regularly scheduled meeting on April 1, 2009 for the following re-distribution of the District's contribution between the Funds.

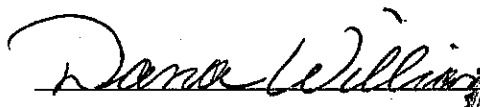
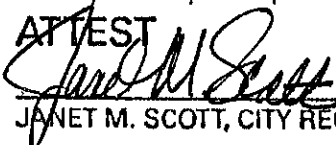
- The existing fund balance of \$25,000 in the Expansion Fund, plus interest accrued, shall be reserved and restricted for the master plan and conceptual design specific to future expansion of the facility.
- Allocation of the annual District contribution will go to the Capital Facilities Replacement Reserve (CRRF).

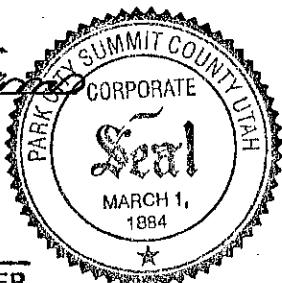
The District Board reserves the right to modify the distribution at the time of the 3rd year review in 2012.

This Letter of Consent is dated May 6, 2009.

Acknowledgment:

Acknowledgment:


Park City Municipal Corporation
ATTEST

JANET M. SCOTT, CITY RECORDER



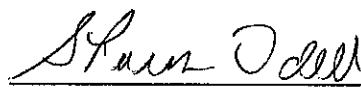

Chairman
Snyderville Basin Special Recreation District

EXHIBIT G2

MEMORANDUM OF UNDERSTANDING FOR EVENT FLOORING

This Memorandum of Understanding ("MOU") is made and entered into this 17th day of March 2010, by and between Park City Municipal Corporation ("Park City") and Snyderville Basin Special Recreation District ("Basin Recreation") jointly referred to herein as the "Parties."

Purpose: The purpose of this MOU is to establish protocol for shared use of event flooring tiles for the Park City Ice Arena and Basin Recreation Fieldhouse

Whereas, the Park City Ice Arena is a cooperative project between Park City Municipal Corporation ("Park City") and Snyderville Basin Special Recreation District ("Basin Recreation"), the agencies agree it is in the best interest of both parties to provide shared use of special event flooring; and

Whereas, Park City is the owner of ice arena event flooring tiles acquired with proceeds of a Restaurant Tax Grant awarded on July 21, 2006, attached as Exhibit A; and

Whereas, the Basin Recreation Fieldhouse is owned and operated by Basin Recreation; and

Whereas, the Basin Recreation Fieldhouse is, from time to time, a host venue for large special events for which event flooring tiles are needed to prevent damage to indoor artificial turf.

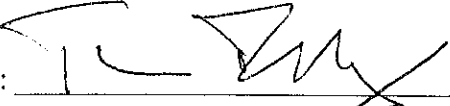
Now, therefore, the Parties intend to jointly plan and establish protocol for shared use of event flooring tiles for the Park City Ice Arena and Basin Recreation Fieldhouse as provided more specifically in this Memorandum of Understanding.

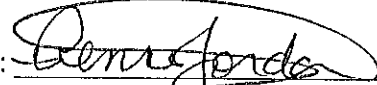
1. Park City will allow the event flooring tiles to be stored and used by Basin Recreation at no charge for an unspecified period of time, thereby relieving the cost burden and visual impact of storage containers for the flooring tiles at the Park City Ice Arena.
2. At their sole expense, Basin Recreation has arranged for the transport of the flooring tiles to a storage location proximate to the Fieldhouse at Kimball Junction. Basin Recreation will pay for the cost of a suitable storage facility while in possession of all or any portion of the event flooring tiles and agrees to insure the flooring tiles for loss or damage under the District's standard building and contents insurance policy.
3. Basin Recreation will reserve the use of the flooring for special events, as follows:
 - a. Fieldhouse events, as they are calendared, will take priority.
 - b. Park City Ice Arena may reserve flooring on an event basis, provided there is no conflict with Fieldhouse events previously calendared. Once reserved, Fieldhouse staff will ensure flooring is available for use by the Park City Ice Arena during the agreed to reservation period.
 - c. Proceeds from rental fees are intended to recoup expenses associated with event flooring and shall be kept as revenue by the host venue.
4. With respect to use of event flooring by Park City Ice Arena, Park City will be fully responsible for all costs associated with transport, setup/breakdown and return of the flooring to the Basin Recreation storage facility. Flooring will be re-stored in substantially the same condition and configuration in which it was found.
5. At such time either Park City or Basin Recreation receive an inquiry from a third party to borrow or rent flooring for use at an offsite venue, Park City and Basin Recreation will jointly evaluate the request and agree upon the terms and conditions of use of and costs charged for, or denial of the request.
6. Basin Recreation makes no guarantees as to the storage location of the flooring in the future, which will be determined by a cost/benefit analysis including, but not limited to, frequency of use, manpower needs, storage availability and site constraints.

7. Park City and Basin Recreation acknowledge that the flooring is made up of plastic tiles with a linking system designed to secure the attachment between tiles. Park City agrees to hold Basin Recreation harmless for wear, tear, damage to, or destruction of any or all flooring tile components and Basin Recreation will not be held responsible for replacement, or the replacement cost, of flooring. Basin Recreation may purchase additional flooring tiles at its sole expense to support special event needs at the Fieldhouse. Basin Recreation shall mark and retain ownership of tiles added to the inventory. Park City and Basin Recreation will act cooperatively in good faith to keep the system functional and whole for its intended purpose.
8. Park City may terminate this Agreement upon giving sixty (60) days notice to Basin Recreation and shall reclaim the flooring within thirty (30) days of termination. Park City will negotiate in good faith to accommodate previously scheduled Fieldhouse events that occur after termination and will cover the expense of moving the flooring back to the Fieldhouse for said events.
9. In the event Basin Recreation finds it impractical to utilize the flooring for special events, or be unable to justify the expense of ongoing storage, Basin Recreation shall notify Park City in writing and may terminate this Agreement upon giving thirty (30) days notice to Park City. Park City will be given sixty (60) days from the notice of termination to reclaim the flooring. If Park City fails to reclaim the flooring, the parties collectively or Basin Recreation, alone, will decide how to dispose of the asset, whichever is determined to be most expeditious by Basin Recreation.
10. Park City and Basin Recreation are parties to a Joint Use Agreement whereby each agree to assume all risks in the operation of their own recreation programs and facilities and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property which arise out of their own programs even if they occur on another party's property. SBSRD agrees to indemnify, hold harmless and defend PCMC their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions as it pertains to use of the event flooring. PCMC agrees to indemnify, hold harmless and defend SBSRD their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions as it pertains to use of the event flooring. This indemnity provision shall be valid and enforceable only to the extent of the negligence of the party.
11. The terms of this memorandum of understanding may be amended at any time upon the written mutual consent of both parties

This Memorandum of Understanding is deemed to be acceptable to both parties upon signature of authorized representatives of Park City and Basin Recreation.

IN WITNESS WHEREOF, the parties have duly executed this MOU the day and year written above.

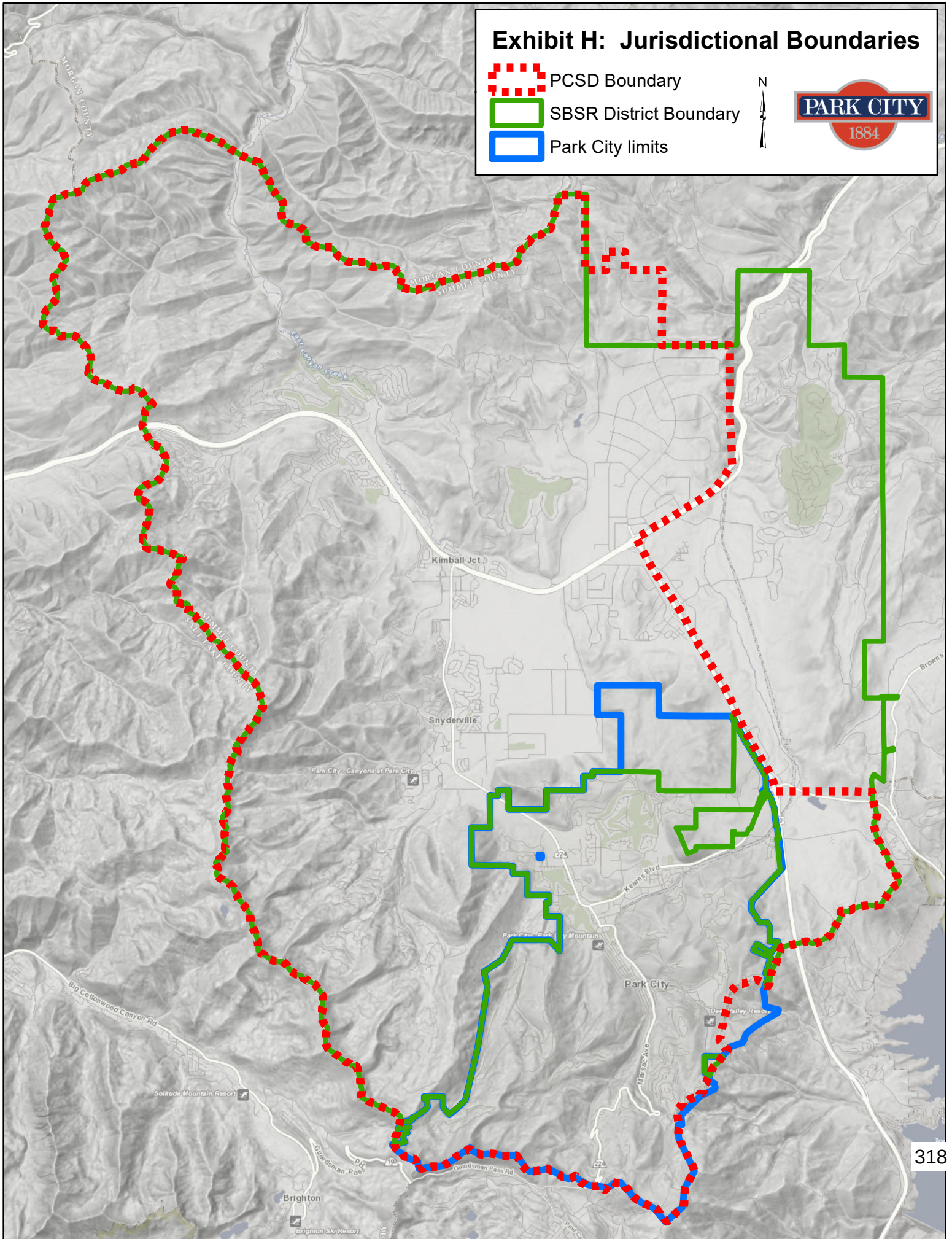
By: 
Park City Municipal Corporation

By: 
Snyderville Basin Special Recreation District

MOU between SBSRD and PCMC for event flooring

Exhibit H: Jurisdictional Boundaries

-  PCSD Boundary
-  SBSR District Boundary
-  Park City limits



WHEN RECORDED, RETURN TO:

Summit Land Conservancy

P.O. Box 1775

1650 Park Avenue, Suite 202

Park City, Utah 84060

27354

PRESERVATION EASEMENT

THIS PRESERVATION EASEMENT ("Easement") is made this 13 day of November ("Effective Date") by and between Park City Municipal Corporation ("Owner"), and Summit Land Conservancy, a Utah nonprofit corporation ("Conservancy") (Owner and the Conservancy are referred to individually as a "Party" and collectively as the "Parties").

The following Exhibits are attached to and are incorporated into this Easement by this reference:

Exhibit A: Legal Description of the Property;

Exhibit B: Property Map;

Exhibit C: Permitted and Restricted Uses and Practices.

RECITALS

A. Owner owns approximately 1.7 acres of land at 1255 Park Avenue Park City (the "Property"). The Property is described in Exhibit A and shown for reference purposes on the Property Map attached as Exhibit B.

B. The Property has significant preservation values of great importance to the Owner, Conservancy, and the people of Park City, Summit County and the State of Utah. The preservation values intended to be preserved and protected for the public trust under this Easement include: (i) open space views providing visual relief within a built-up urban area (hereafter "Aesthetic Value") (ii) passive and unstructured public recreational access (hereafter "Recreational Value") and (iii) historic values, as the Property complements and enhances the historic public library building (hereafter "Historic Value"). More particularly:

Aesthetic Value: The Property is open space, visible from Park Avenue and other residential streets. It buffers densely built, multi-story housing and an area likely to be further developed.

Recreational Value: The Property is used as a recreational area for unstructured activities such as picnics, sledding and dog-exercise. The field is a gathering place for neighborhood residents, visitors, pre-schools and other community groups.

Historic Value: The Property is part of the Carl Winters historic building property. The building was built in 1928, restored in 1993, and has been renovated recently to maintain its historic quality and public benefit as a library, theatre and meeting space.

**THIS IS AN ACCOMMODATION
RECORDING ONLY**

319

C. The Aesthetic Value, Recreational Value and Historic Value are hereafter described as the “Preservation Values” and are further documented in the “Baseline Documentation Report”, a copy of which is on file at the offices of Owner and Conservancy.

D. The Easement is granted with the approval of the Citizens Open Space Advisory Committee (COSAC), appointed by the Park City Council to facilitate the acquisition and preservation of open space within the greater Park City area.

E. As fee owner of the Property, Owner owns the affirmative rights to identify, preserve, and protect forever the Preservation Values of the Property. Owner desires to grant a preservation easement to the Conservancy pursuant to the ‘Land Conservation Easement Act’ of Utah’s statutes, Sections 57-18-1 to 57-18-7, which authorizes protection of natural, scenic, open space, aesthetic, historic, hydrologic, ecological, agricultural, and scientific values that are of great importance to Owner, the Conservancy, the people of Summit County, and the people of the State of Utah.

F. As of the Effective Date, the Conservancy is a nonprofit corporation incorporated under the laws of Utah as a tax-exempt public charity described in Sections 501(c)(3) and 509(a)(1) of the IRS Code (defined below), organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes; and is a qualified “holder” of a preservation easement under the Utah ‘Land Conservation Easement Act’.

G. To accomplish the Preservation Purposes (defined below), Owner desires to convey to the Conservancy and the Conservancy desires to obtain from the Owner a preservation easement that restricts the uses of the Property and that grants certain rights to the Conservancy in order to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Preservation Values.

PRESERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to the Utah state law, in particular, the Land Conservation Easement Act, Owner voluntarily grants and conveys to, and the Conservancy accepts, a perpetual Preservation easement in, on, over, and across the Property, subject to the terms and conditions set forth in this Easement, restricting forever the uses that may be made of the Property and granting the Conservancy certain rights in the Property; and Owner and the Conservancy agree as follows:

1. **PRESERVATION PURPOSES.** The purpose of this Easement is to permanently protect the library field from development, and to protect its aesthetic, recreational and historic values. In achieving the above-named purposes (collectively the “Preservation Purposes”), it is the intent of this Easement to permit the continuation of such uses of the Property as may be conducted consistent with the Preservation Values protected herein.

2. BASELINE DOCUMENTATION REPORT. By its execution of this Easement, the Conservancy acknowledges that Owner's present uses of the Property are compatible with the purposes of this Easement. In order to evidence the present condition of the Property (including both natural and man-made features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Documentation Report (the "Report") has been prepared, which provides a collection of baseline data on the Property and its natural resources and an assessment of the consistent uses. The Parties agree that the Report contains an accurate representation of the biological and physical condition of the Property as of the Effective Date and of the historical uses of the Property, including historical water uses. In addition to the public benefits described as the Preservation Values, the Report identifies public policy statements and/or other factual information supporting the significant public benefit of this Easement. Conservancy may use the Report in enforcing provisions of this Preservation Easement, but is not limited to the use of the Report to show change of conditions. The Report is incorporated into this Conservation Easement by reference. Owner and the Conservancy approve the Report, a copy of which is on file with the Owner and the original of which is on file with the Conservancy at their respective addresses for notices set forth below.

3. THE CONSERVANCY'S RIGHTS. In order to accomplish the Preservation Purposes, the rights and interests that are granted and conveyed to the Conservancy by this Easement include the following:

A. Preserve and Protect. The right to preserve, protect, identify, monitor, and enhance the Preservation Values in perpetuity, and, in the event of their degradation or destruction, the right to require the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use.

B. Entry and Access Rights. The Conservancy is, by this Easement, granted rights of access, whether by public ways or otherwise and including, but not limited to, any access easements appurtenant to the Property or held by Owner, to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement, to study and make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, to take photographs of the property and to determine whether the Owner's activities are in compliance with the terms of this Easement, all upon reasonable prior notice to Owner and in a manner that does not unreasonably disturb the use of the Property by Owner consistent with this Easement. The Conservancy has the right of immediate entry to the Property if, in its sole judgment, such entry is necessary to investigate, prevent, terminate, or mitigate a violation of this Easement, or to preserve and protect the Preservation Values.

C. Enforcement. The Conservancy has the right to prevent or enjoin any activity on or use of the Property that constitutes a breach of this Easement or is inconsistent with the preservation of the Preservation Values, and the Conservancy has the right to require the restoration of such areas or features of the Property that might be damaged by any breach or inconsistent use or activity.

4. USES OF THE PROPERTY. Except as prohibited or otherwise limited by this Easement, Owner reserves the right to use and enjoy the Property in any manner that is consistent

with the Preservation Purposes and the preservation of the Preservation Values. Owner will not perform, nor allow others to perform, any act on or affecting the Property that is inconsistent with the Preservation Purposes. The uses set forth in Exhibit C, though not an exhaustive list of consistent uses and practices, are consistent with this Easement and will not be precluded, prevented, or limited, except as specifically set forth in Exhibit C. Any activity on or use of the Property that is inconsistent with the Preservation Purposes (including, without limitation, any activity or use that diminishes or impairs the Preservation Values) is prohibited. Though not an exhaustive list of prohibited and restricted uses, Exhibit C also describes such uses or activities that are inconsistent with the Preservation Purposes and are thus prohibited or restricted.

5. APPROVAL REQUEST.

A. The Conservancy's Approval. Owner will not undertake or permit any activity requiring prior approval by the Conservancy without first having notified and received approval from the Conservancy as provided herein. Prior to the commencement of any activity for which this Easement requires prior written approval by the Conservancy, Owner will send the Conservancy written notice of Owner's intention to undertake such activity. The notice will inform the Conservancy of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and all other relevant information. If in the Conservancy's judgment additional information is required to adequately review the proposal, the Conservancy will send written notice requesting such additional information within 15 days of receipt of Owner's notice.

B. The Conservancy's Decision. No later than 45 days from the Conservancy's receipt of information adequate to review the proposal, the Conservancy will notify Owner of its disapproval or approval of Owner's proposal, or that the Conservancy may approve the proposal with certain specified modifications. The Conservancy's decision must be based upon the Conservancy's assessment of the proposed activity in relation to its consistency or inconsistency with the terms of this Easement. Approval to proceed with, or failure to object to, any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature.

6. ENFORCEMENT AND REMEDIES.

A. Notice of Violation; Corrective Action. If the Conservancy becomes aware that a violation of the terms of this Easement has occurred or is threatened to occur, the Conservancy will give written notice to Owner of such violation who will, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If Owner fails to cure the violation within thirty (30) days after receipt of notice from the Conservancy, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to continue diligently to cure such violation until finally cured, the Conservancy will have all remedies available at law or in equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such

activity to the condition that existed prior to the undertaking of such prohibited activity (regardless of whether the costs of restoration exceed the value of the Property), and to otherwise pursue all available legal remedies, including, but not limited to, monetary damages arising from the violation. The Conservancy's rights under this Paragraph apply equally to actual or threatened violations of the terms of this Easement. Owner agrees that the Conservancy's remedies at law for any violation of the terms of this Easement are inadequate and that Conservancy is entitled to the injunctive relief described in this Paragraph, both prohibitive and mandatory, in addition to such other relief to which the Conservancy may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Furthermore, the provisions of the 'Land Conservation Easement Act' of Utah's statutes, Sections 57-18-1 to 57-18-7 are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.

(i) Owner is responsible for the acts and omissions of persons acting on its behalf, at its direction or with its permission, and the Conservancy has the right to enforce this Easement against Owner for any use of or activities upon the Property which are a violation of this Easement and which result from such acts or omissions. However, as to the acts or omissions of third parties other than the those described in the preceding sentence, the Conservancy does not have a right to enforce against Owner unless Owner is complicit in said acts or omissions, fails to cooperate with the Conservancy in all respects to halt or abate the event or circumstance of non-compliance with this Easement terms resulting from such acts or omissions, or fails to report such acts or omissions to the Conservancy promptly upon learning of them.

(ii) The Conservancy has the right, but not the obligation, to pursue all legal and equitable remedies provided under this Paragraph against any third party responsible for any activity or use of the Property that is a violation of this Easement and Owner will, at the Conservancy's option, assign its right of action against such third party to the Conservancy, join the Conservancy in any suit or action against such third party, or appoint the Conservancy its attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

B. Costs of Enforcement. Owner will reimburse the Conservancy for all reasonable expenses incurred by the Conservancy in enforcing the terms of this Easement, including, without limitation, reasonable attorneys' fees and any costs of restoration necessary to cure the violation. In any action, suit or other proceeding undertaken to enforce the provisions of this Easement, the prevailing Party will be entitled to recover from the non-prevailing Party all reasonable costs and expenses, including attorneys' fees, and if such prevailing Party recovers judgment in any action or proceeding, such costs and expenses will be included as part of the judgment. In addition, any costs of restoration will be borne by the Owner if Owner is deemed to be responsible for damage to the Property.

C. Emergency Enforcement. If the Conservancy, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant

damage to the Preservation Values or to prevent breach or extinguishment of this Easement, the Conservancy may pursue its remedies under this Easement without prior notice to Owner and without waiting for the cure period to expire.

D. The Conservancy's Discretion. Enforcement of the terms and provisions of this Easement will be at the sole discretion of the Conservancy, and the failure of the Conservancy to discover a violation or to take action under this Easement will not be deemed or construed to be a waiver of the Conservancy's rights under this Easement with respect to such violation in the event of any subsequent breach. In no event will any delay or omission by the Conservancy in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy. Owner waives the defenses of prescription, laches and the running of any applicable statute of limitations.

E. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.

F. Acts Beyond the Owner's Control. Nothing contained in this Easement will be construed to entitle the Conservancy to bring any action against Owner for, or to require the Conservancy or Owner to actively restore destruction of or damage to the Preservation Values resulting from, any injury to or change in the Property resulting from causes beyond Owner's control, including fire, flood, storm, earth movement, and other natural disasters or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This Paragraph will not be construed to relieve the Owner of the obligation to clean-up garbage or materials dumped on the Property by third parties and the obligation to prevent third party violations of this Easement, or to otherwise maintain the Property in a condition consistent with the purposes of this Easement.

7. REPRESENTATIONS AND WARRANTIES.

A. Hazardous Materials. To the best of Owner's knowledge, Owner represents and warrants that the Property (including, without limitation, soil, groundwater, and surface water) is free of any conditions that individually or in the aggregate: (i) constitute a present or potential threat to human health, safety, welfare, or the environment; or (ii) violate any Environmental Law (defined below). Owner represents and warrants that there are no underground tanks located on the Property. Owner represents and warrants that Owner will comply with all Environmental Laws in using the Property and that Owner will keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (defined below).

B. State of Title. Owner represents and warrants that Owner has good and marketable title to the Property, subject only to any liens encumbrances and defects described in the title commitment obtained by Conservancy prior to execution of this

Easement. To the best of Owner's knowledge, there are no easements, leases or other agreements with third-parties, that might cause extinguishment of this Easement, or that would materially impair the Preservation Purposes.

C. Compliance with Laws. Owner has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

D. No Litigation. Owner represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

E. Authority to Execute Easement. The person or persons executing this Easement on behalf of the Conservancy represent and warrant that the execution of this Easement has been duly authorized by the Conservancy. The person or persons executing this Easement on behalf of Owner represent and warrant that the execution of this Easement has been duly authorized by Owner.

8. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. Owner will be responsible for and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that the Conservancy will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of Owner, the public, or any third parties from risks relating to conditions on the Property. Owner agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the Owner will keep the Conservancy's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by Owner. Owner will be solely responsible for any costs related to the maintenance of general liability insurance covering Owner's acts on the Property. Owner remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by Owner on the Property and permitted by this Easement, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes Owner, the obligations of each and all of them under this Easement will be joint and several.

9. INSURANCE REQUIREMENT. Owner shall maintain general public liability insurance for personal injury or death and property damage occurring upon or about the Property, in an amount consistent with industry standards. Owner shall include the Conservancy as an additional insured, and shall provide Conservancy with a certificate of insurance coverage.

10. RUNNING WITH THE LAND. This Easement burdens and runs with the Property in perpetuity. Every provision of this Easement that applies to Owner or the Conservancy also applies forever to and burdens or benefits, as applicable, their respective agents, heirs, devisees,

administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear.

11. SUBSEQUENT TRANSFERS AND SUBORDINATION. Owner may transfer the Property in its entirety, but not in any portion less than its entirety. Owner agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by Owner in any subsequent deed or other legal instrument by which Owner divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and Owner further agrees to notify the Conservancy of any pending transfer (including, without limitation, leases) at least forty five (45) days in advance of the transfer. The failure of the Owner to comply with this Paragraph will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the Owner, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, will be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement.

12. INDEMNIFICATION.

A. Cross Indemnification. Notwithstanding any other provision of this Agreement to the contrary, the Parties indemnify, defend, and hold harmless each other, including, without limitation, each Party's directors, officers, employees, agents, contractors, and their successors and assigns (collectively, the "Indemnified Parties"), from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys' fees) and litigation costs that the Indemnified Parties may suffer or incur as a result of, or arising out of use of or activities on the Property by the Party.

B. Owner Indemnification. Owner indemnifies, defends, and holds harmless the Conservancy and its Indemnified Parties for any real property taxes, insurance, utilities, or assessments that are levied against the Property, including those for which exemption cannot be obtained, or any other costs of maintaining the Property, any claims pertaining to the Owner's title to the Property or representations and warranties made in this Easement, and any injury to or the death of any person, or damage to any property resulting from any act, omission, condition, or any matter related to or occurring on or about the Property except the extent of the gross negligence or intentional torts of the Indemnified Parties.

C. Limitations on Indemnifications. Pursuant to the provisions of this Paragraph, the Conservancy is not indemnifying the Owner against, and is not liable or responsible for, injuries or damage to persons or property in connection with the Conservancy's administration or enforcement of this Easement or with respect to the condition of the Property. The limitation in this subparagraph does not absolve the Conservancy of any liabilities it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Owner, causing any dangerous condition to come into existence on the Property. No provision of this Easement shall waive any defense or limitation of the Government Immunity Act of Utah (Utah Code Ann. §63G-7-101, et seq.)

13. CHANGE OF CONDITIONS. In granting this Easement, Owner has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of Owner and the Conservancy that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of Owner, or Owner's successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, will not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

14. EXTINGUISHMENT. If subsequent, unexpected circumstances arise in future that render the purposes of this Easement impossible to accomplish, this Easement can be released, terminated, or otherwise extinguished, whether in whole or in part, only (a) in a judicial proceeding in a court of competent jurisdiction and (b) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property for Preservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. In accordance with IRS Regulations, the amount of the proceeds to which the Conservancy will be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, will be determined, unless otherwise provided by law at the time, in accordance with Paragraph 16 below. The Conservancy will use all such proceeds in a manner consistent with the Conservancy's mission and conservation purposes.

15. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Owner and the Conservancy will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. Condemnation proceeds will be utilized by the Owner, in collaboration with the Conservancy, to advance conservation purposes and acquire a fee-simple, conservation easement or similar property interest in open space lands. As appropriate and upon mutual agreement of the parties, Conservancy shall have the right to hold a property interest in the acquired property as a joint property owner, conservation easement holder, conservation easement co-holder or otherwise. All expenses incurred by Owner and the Conservancy in such action will be paid out of the recovered proceeds.

16. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement might be appropriate, the Conservancy and Owner may by mutual written agreement jointly amend this Easement, provided that no amendment will be made that will adversely affect the qualification of this Easement or the status of the Conservancy as a qualified holder under any applicable laws, including the IRS Code or Utah statute. Any such amendment will: be at the discretion of the Conservancy; will be consistent with the preservation of the Preservation Values of the Property and the Preservation Purposes of this Easement; will not affect its perpetual duration or its qualification under any laws; will not permit any private inurement or impermissible private benefit to any person or entity, in accordance with rules and regulations governing charitable organizations qualified under Section 501(c)(3) of the IRS Code; will have a positive or not less than neutral conservation outcome; and will be consistent with the Conservancy's internal policies and procedures regarding easement amendments as may be in effect at the time of the amendment proposal. Any such amendment will be recorded in the land

records of Summit County, Utah. Nothing in this Paragraph will require either Party to agree to any amendment or to consult or negotiate regarding any amendment.

17. INTERACTION WITH STATE LAW. The provisions of the above paragraphs addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding, and in addition to, any provisions addressing such actions under Utah law.

18. NOTICE.

A. Notice for Entry. Where notice to Owner of the Conservancy's entry upon the Property is required under this Easement, the Conservancy will notify any of the persons constituting Owner or their authorized agents by telephone or in person or by written notice in the manner described in Paragraph 17(B) prior to such entry.

B. Written Notices. Any written notice called for in this Easement will be delivered: (i) in person; (ii) by certified mail, return receipt requested, postage prepaid; (iii) by facsimile or e-mail with the original deposited with the United States Post office, postage prepaid; or (iv) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To Conservancy:

Summit Land Conservancy
P.O. Box 1775
1650 Park Avenue, Suite 200
Park City, Utah 84060
Attention: Executive Director

To Owner:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Open Space and Trails Manager

Either Party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

19. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Preservation Values in perpetuity by prohibiting and restricting specific uses of the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Easement is found to be ambiguous, an interpretation consistent with protection of the Preservation Values and Preservation Purposes is favored, regardless of any general rule of construction. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the State of Utah, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive Preservation provisions will apply.

B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.

C. Captions. The captions have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.

D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement will be construed such that it creates in or gives to the Conservancy: (a) the obligations or liabilities of an “owner” or “operator” as those words are defined and used in Environmental Laws (defined below), including, without limitation, (b) the obligations or liabilities of a person described in 42 USC Section 9607(a)(3); (c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over Owner’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

E. Merger. In the event that the Conservancy takes legal title to Owner’s interest in the Property, the Conservancy must commit the monitoring and enforcement of this Easement to another qualified organization within the meaning of section 107(h)(3) of the United States Internal Revenue Code (1986), as amended, which organization has among its purposes the conservation and preservation of land and water areas.

F. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto

G. Definitions.

(i) The term “IRS Code” means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

(ii) The term “Development Rights” means and includes any and all legal rights under federal, state, and/or local laws, ordinances, rules or regulations now in effect or enacted after this date to develop and build structures, expressed as the maximum number of dwelling units per acre for residential parcels or square feet of gross floor area for nonresidential parcels, that could be permitted under applicable zoning and subdivision rules and regulations.

(iii) The terms “Owner” and the “Conservancy”, and any pronouns used in place thereof, mean and include, respectively, Owner and Owner’s personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Conservancy and its successors and assigns.

(iv) The term “Hazardous Materials” includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an “Environmental Law”), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.); the Hazardous Materials Transportation Act (49 USC Sections 6901 et seq.); similar Utah state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

(v) All references to the “IRS Regulations” means the Internal Revenue Service Treasury Regulations, 26 C.F.R. Ch. 1, § 1.170A-14 as amended through the applicable date of reference.

20. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment that complies with section 14 of this Easement or a condemnation that complies with section 15, this Easement may be transferred by Conservancy, only if (i) as a condition of the transfer, Conservancy requires that the purpose of this Easement continues to be carried out; (ii) the transferee, at the time of transfer, qualifies under section 170(h) of the Code and section 57-18-3 of Utah’s statutes as an eligible donee to receive this Easement directly; and (iii) the transferee has the commitment and resources to enforce, and agrees to enforce this Easement. Conservancy agrees to provide written notice to Owner at least sixty (60) days prior to any intended transfer of this Easement. Any subsequent transfer of this Easement shall also be subject to the provisions of this paragraph. Any attempted transfer by Conservancy of all or a portion of this Easement contrary to the terms hereof shall be invalid but shall not operate to extinguish this Easement.

21. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, (a) such holding or action will be strictly construed; (b) such provision will be

fully severable; (c) this Easement will be construed and enforced as if such provision had never comprised a part hereof; (d) the remaining provisions of this Easement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Easement; and (e) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible

22. EXHIBITS. Each exhibit referred to in, and attached to, this Easement is an integral part of this Easement and is incorporated in this Easement by this reference.

23. COUNTERPARTS. This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original. This Easement shall become effective when each Party has received a counterpart signature page signed by all of the other Parties.

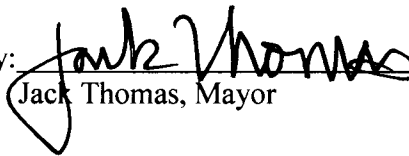
23. RECORDING. The Conservancy is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and Owner agrees to execute any such instruments upon reasonable request.

24. ENTIRE AGREEMENT. This Easement, including the Exhibits attached hereto, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Easement and supersedes all prior arrangements, promises, communications, representations, warranties and understandings, whether oral or written, by any Party or any officer, employee, representative or agent of any Party with respect to the transactions contemplated by this Easement.

OWNER AND THE CONSERVANCY have executed this Preservation Easement as of the Effective Date.

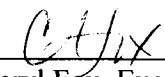
OWNER:

Park City Municipal Corporation

By: _____
Jack Thomas, Mayor

CONSERVANCY:

Summit Land Conservancy, a Utah
nonprofit corporation

By: _____
Cheryl Fox, Executive Director

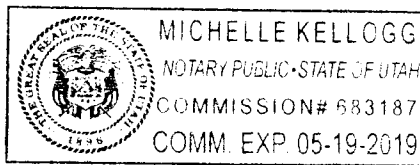
STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 13th day of NOV, 2017,
by Jack Thomas, the Mayor of Park City Municipal Corporation.

Michelle Kellogg
NOTARY PUBLIC
Residing at: Park City, Utah

My Commission Expires:

May 19, 2019



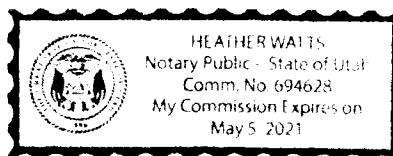
STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 10th day of NOV, 2017,
by Cheryl Fox, the Executive Director of Summit Land Conservancy, a Utah nonprofit
corporation.

Heather Watts
NOTARY PUBLIC
Residing at: 1151 PARK AVE. PARK CITY, UT 84302

My Commission Expires:

MAY 5, 2021



**EXHIBIT A
TO
PRESERVATION EASEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

An easement located within in the Carl Winters School Subdivision on file and of record as Entry No. 1023283 in the office of the recorder, Summit County, Utah said easement being located in the Northwest Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said easement being more particularly described as follows:

BEGINNING at a Point that is South 54°01'00" West 375.00 feet and South 35°59'00" East 15.00 feet from the street monument located at the point of intersection of 13th Street and Park Avenue said point also being the Northwest Corner of Lot A of said Carl Winters School Subdivision said point also being the Northwest corner of Block 7 of the of the Snyders Addition to the Park City Survey on file and of record in the Office of the Recorder, Summit County, Utah; thence along the West Boundary of said Lot A South 35°59'00" East 303.43 feet; thence North 54°01'00" East 190.14 feet; thence North 35°59'00" West 43.76 feet; thence North 54°01'00" East 17.64 feet to a point on a curve to the left having a radius of 5.00 feet of which the radius point bears North 35°59'00" West; thence along the arc of said curve 7.85 feet through a central angle of 90°00'00"; thence North 35°59'00" West 13.04 feet; thence North 54°01'00" East 62.22 feet; thence North 35°59'00" West 241.63 feet to the North Boundary of said Lot A said point also being the Northwest Corner of the 13TH Street Town Home Condominiums on file and of record as Entry No. 472978 in the office of the Recorder, Summit County, Utah; thence along the North Boundary of said Lot A South 54°01'00" West 22.94 feet; thence South 35°26'39" East 10.21 feet; thence South 57°25'52" West 45.87 feet; to a point on a curve to the left having a radius of 749.75 feet of which the radius point bears South 32°34'08" East; thence along the arc of said curve 141.61 feet through a central angle of 10°49'18"; thence South 46°36'34" West 37.94 feet; thence North 40°03'53" West 17.34 feet to the North Boundary of Said Lot A; thence along the boundary of said Lot A South 54°01'00" West 26.00 feet to the POINT OF BEGINNING

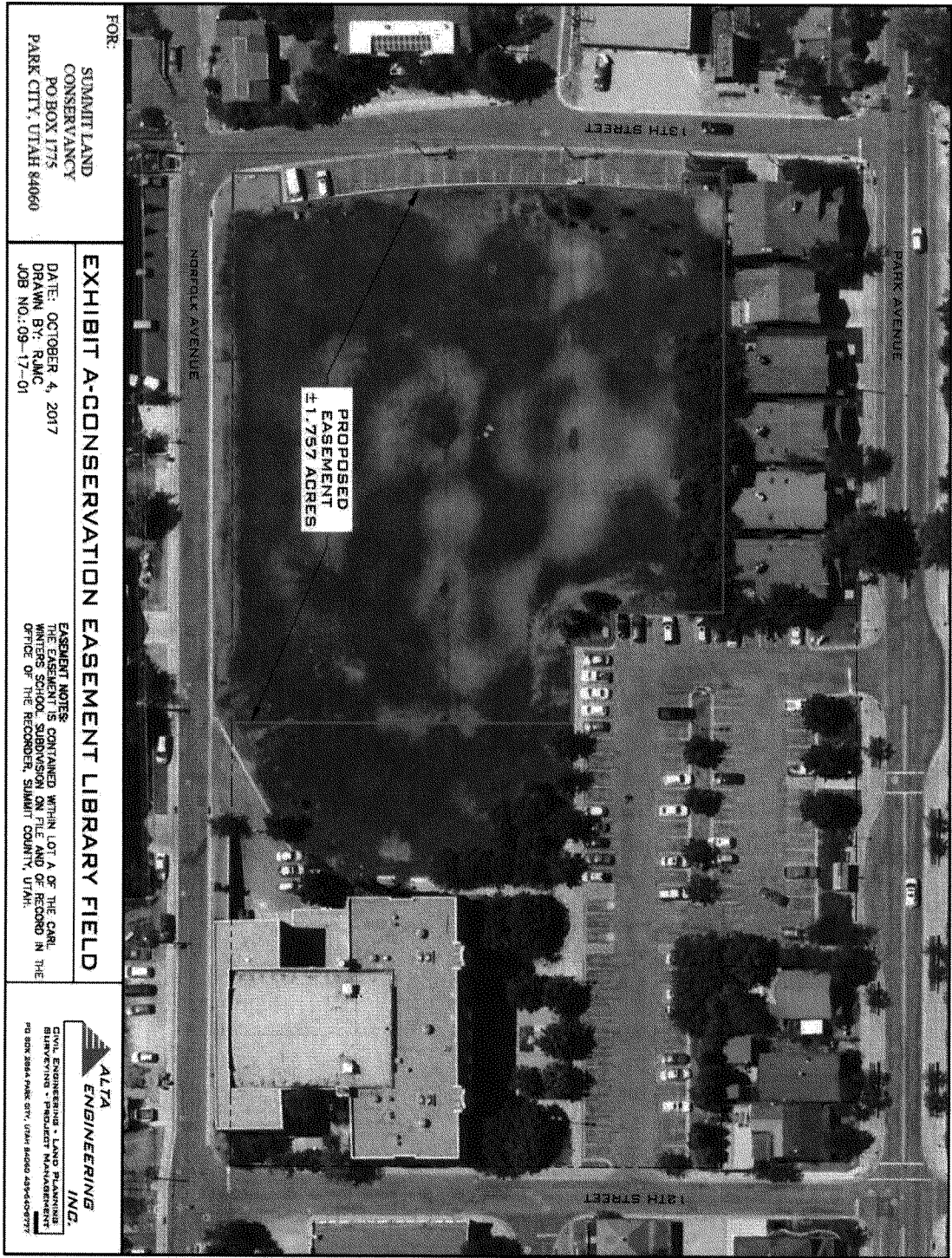
CWSS-A-X

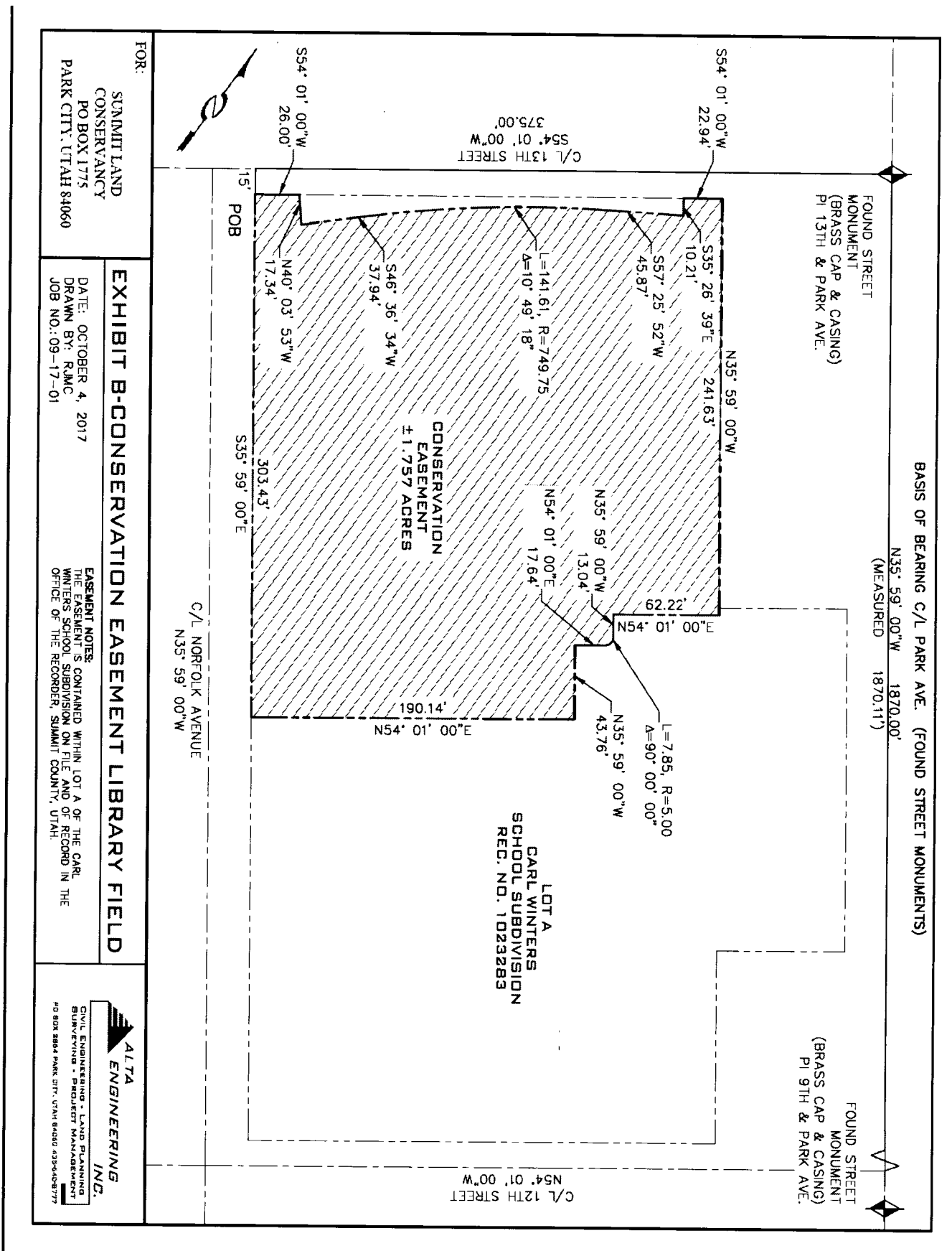
The basis of bearing for the above description is South 54°01'00" West along the platted centerline of 13th Street.

Description contains 1.757 acres, more or less.

EXHIBIT B
TO
PRESERVATION EASEMENT

PROPERTY MAPS





**EXHIBIT C
TO
PRESERVATION EASEMENT**

PERMITTED AND RESTRICTED USES AND PRACTICES

The uses set forth in this Exhibit C detail specific activities that are permitted or prohibited under this Easement. The uses set forth in this Exhibit C are also intended to provide guidance in determining the consistency of other activities with the Preservation Purposes. Notwithstanding the uses set forth in this Exhibit C and, notwithstanding any provision of this Easement to the contrary, in no event will any of the permitted uses of the Property (whether set forth in this Exhibit C or elsewhere in this Easement) be conducted in a manner or to an extent that diminishes or impairs the Preservation Values or that otherwise violates this Easement.

1. **RECREATIONAL USES.** The Property shall be maintained for informal, non-motorized recreational uses consistent with an undeveloped park and unstructured play area. Recreational uses include but are not limited to picnics, frisbee games, ball games, walking, sledding, snowman building, athletic training, children's play, dog exercise, and occasional uses to complement programs and events held by the library.
2. **MANAGEMENT AND REGULATION.** Owner shall maintain and enforce rules and regulations for use of the Property and may make changes from time-to-time, without prior notice to or consent of the Conservancy. Proposals pertaining to permitted or prohibited recreational uses may be considered by the Recreation Advisory Board (RAB), without notice to or consultation with the Conservancy.
3. **BUILDINGS AND STRUCTURES.** Buildings and structures such as restrooms, pagodas, pavilions, tennis courts, skateboard parks, swimming pools and other major park amenities are prohibited. Residential and commercial buildings are prohibited. Permanent jungle-gyms, swing-sets, slides and other play equipment is prohibited. Moveable play equipment for temporary and personal use is permitted.
4. **FENCES.** Fences are not permitted, other than temporary fences in connection with special events or occasional program use otherwise permitted pursuant to this Exhibit C, or to temporarily fence-off areas for repair, maintenance or public safety purposes.
5. **ROADS, SIDEWALKS AND TRAILS.** Roads, sidewalks and/or trails are not permitted on the Property.
6. **LANDSCAPING.** Landscaping shall be designed and maintained to accommodate unstructured recreational uses and maintain the open, field-like quality of the Property and unobstructed viewshed, particularly from the library parking lot across to Norfolk Avenue. Trees, garden beds, boulders, planters or similar landscaping shall be located near the perimeter of the Property, in a manner that minimizes the visual impact to the view across the field. Trees shall not be planted along the south perimeter (adjacent to the library building) or west perimeter (adjacent to Norfolk Avenue) and no additional trees shall be

planted on the corner of Norfolk Avenue and 13th Street. The number of trees located on the north perimeter (adjacent to 13th Street) shall not exceed twenty-seven (27) and no more than two (2) trees shall be located on the east perimeter (adjacent to the Park Avenue parking lot). Any replacement-trees on the afore-mentioned north and east perimeters shall be planted in the same general location as the tree that was removed and shall be a type of tree that will not block the view of the Property any more than the tree that it is replacing. Additional trees and landscaping may be located on the east perimeter, as a buffer to the residential houses that front Park Avenue.

7. **MINOR PARK AMENITIES.** Amenities that are fixtures including, but not limited to, benches, picnic tables and immovable trash cans shall be installed only upon prior notice and written approval of the Conservancy, not to be unreasonably withheld. Amenities shall be located at the perimeter of the Property and in a manner that does not unduly restrict the open, unobstructed view across the field. Proposals for the installation of said amenities shall be considered pursuant to policies and procedures established by the Owner from time-to-time. Proposals considered by the Recreational Advisory Board (RAB) shall be reviewed by the Conservancy prior to any recommendation from RAB to City Council, and RAB's recommendation will include the Conservancy's input as to whether the proposed minor park amenity is consistent with the terms of this Preservation Easement.
8. **SPECIAL EVENTS.** Special events, uses and associated temporary structures, permitted by Park City Municipal's special event application and review process are permitted.
9. **PERMANENT SIGNS.** Billboards are prohibited on the Property. Owner and the Conservancy have the right to place a limited number of signs at the perimeter of the Property, of a maximum total square footage not to exceed 40 square feet with no single sign to exceed 3 square feet. Such signs may be placed on the Property for the following purposes:
 - a. To indicate that the Property is conserved with a "Preservation Easement" held by the Conservancy; and
 - b. To state rules and regulations, safety, or hazardous conditions found on the Property;
 - c. To regulate the use of parking spaces on parking lots and streets adjacent to the Property.
10. **PARKING AND MOTORIZED VEHICLE USE.** Motorized vehicles are not permitted on the property other than for emergency services, for landscaping and Property maintenance, for the maintenance of utilities, for the installation of amenities or pursuant to a use consistent with a special event described in this Exhibit.
11. **ADA ACCESS.** The terms of this Easement shall not prevent the Owner from allowing the use of electric wheelchairs on the Property, or other power-driven mobility devices pursuant to Owner's obligations under the American's With Disabilities Act of 1990, or other laws and regulations pertaining to the rights of persons with disabilities.

12. SUBDIVISION. The legal or de facto division, subdivision, or partitioning of the Property is prohibited. The terms and conditions of this Easement will apply to the Property as a whole, and the Property will not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate; it being expressly agreed that neither the Owner nor the Owner's personal representative, heirs, successors, or assigns will sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. The existence of any separate legal parcels, if any, as of the Effective Date will not be interpreted to permit any use or activity on an individual legal parcel that would not have been permitted on such individual legal parcel under the terms and conditions of this Easement as applied to the Property as a whole.
13. COMMERCIAL RECREATIONAL USES. The Property may be used non-exclusively by schools, summer camps or other community groups for educational or recreational purposes, provided such uses are consistent with the Preservation Values and do not unduly interfere with the public use and enjoyment of the Property by other recreational users.
14. RESIDENTIAL AND INDUSTRIAL USES: The Property shall not be used for residential or industrial purposes.
15. MINING AND NATURAL RESOURCES DEVELOPMENT. Subject to pre-existing mineral rights of record, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited. Owner will not grant any rights to any minerals, oil, gas, or hydrocarbons, including the sale or lease of surface or subsurface minerals or any exploration or extraction rights in or to the Property, and Owner will not grant any right of access to the Property to conduct exploration or extraction activities for minerals, oil, gas, or hydrocarbons, or other substances on any other property.
16. NO HAZARDOUS MATERIALS. Use, dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, unsightly or toxic materials, or Hazardous Materials is prohibited, except that fertilizers and herbicides for landscaping may be used and on the Property, provided that all such use is in compliance with applicable health, safety, and Environmental Laws and regulations and further provided that all such use does not diminish or impair the Preservation Values.
17. DOGS. Leashed and off-leash dogs are permitted, pursuant to City and County laws and regulations in effect from time-to-time.

18. BICYCLE USES. The use of bicycles and similar wheeled devices is permitted, but the Property shall not be specifically developed for bicycle uses.

19. UTILITIES. Granting or installation of new utility corridors for above-ground utilities that serve land other than the Property is prohibited. Upon prior written notice to the Conservancy, the Owner may permit underground utilities to serve land other than the Property provided such approval is conditioned upon restoration and re-vegetation of the Property and timely completion of the utility installation. Temporary staging of equipment for utility or construction improvements or maintenance on adjacent properties is permitted, pursuant to municipal procedures and regulations.

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Celia Peterson

Submitting Department: Sustainability

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Approve Resolution 11-2019, a Resolution Approving Building Department Fee Waivers on New Renewable Energy Projects
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Renewable Energy Fee Waiver Staff Report](#)

[Renewable Energy Fee Waivers Resolution](#)

City Council Staff Report

**Subject: Resolution for Building Department Fee Waivers on
New Renewable Energy Projects**

Author: Celia Peterson

Department: Sustainability

Date: May 30, 2019

Type of Item: Resolution

Park City has been waiving building permit fees for renewable energy projects, including new solar PV, solar thermal, and small scale wind projects since 2013. The current Resolution, as written, was time limited to December 31, 2013 and waived fees up to \$1000.

This Resolution is to remove the time limitation, remove the \$1000 limit, and add additional building projects covered under the fee waiver.

Background

- On March 24, 2016, based on feedback from the community, City Council elevated Energy to a Critical Priority. The date for net-zero carbon emissions was set for municipal (2022) and city (2032) operations. ([link](#))
- On November 29, 2018, City Council voted to accelerate this goal to 2030 and invite other local governments to set similar ambitious goals. ([link](#))
- Park City has been waiving building permit and site inspection fees for renewable energy projects since 2013. ([link](#))
- According to Park City's 2016 community-wide footprint, buildings account for 56.8% of our CO₂e (carbon dioxide equivalent) emissions; 29.4% residential and 27.4% commercial. ([link](#))
- On October 12, 2017, Park City established a net-zero energy performance standard for all new buildings, facilities and major renovations ([link](#))
- On July 19, 2018, Park City enabled the C-PACE (Commercial Property Clean Energy) program to promote energy efficiency upgrades and installation of renewable and clean technologies. ([link](#))

Discussion

Park City is a leader for communities to be carbon neutral in the near future. Our buildings account for almost 57 percent of our CO₂e, which is higher than the national average of 40 percent. Being that Utah is not a home rule state, which means we have no authority to modify building code, we must develop incentives for developers and builders to implement the most energy efficient and clean technologies available.

In practice, the Building Department has been waiving all permit fees for new renewable energy projects since 2013. Renewable technologies covered under the waiver have been new solar PV, solar thermal, and small-scale wind projects within City limits. This Resolution would extend the fee waivers to on-site battery storage, air and ground source heat pumps, small-scale wind projects, and electric vehicle charging stations. It also removes the time limitation of the Resolution.

Waiving building fees for projects that lead towards our Energy goals is an easy way to incentivize action. In 2018, Park City waived a total of \$10,510.11 in fees for 33 projects to install 278.3 kW, and in 2017 waived a total of 47 fees, worth \$14,517 to install 429.4 kW of rooftop solar. Waiving fees of \$25,027 helped to incentivize the installation of 707.7 kW; most of these waivers were to install rooftop solar, mostly during remodels.

Recommendation

- Approve new Resolution as written to remove building permit and site inspection fees for renewable energy
- Extend waiver to cover additional projects

Funding

- Any waived fees will have to be absorbed by the General Fund.

Department Review

Sustainability, Building, Legal, Budget

Resolution No. 11-2019

**RESOLUTION APPROVING BUILDING DEPARTMENT FEE WAIVERS ON NEW
RENEWABLE ENERGY PROJECTS**

WHEREAS, Commercial and residential buildings use 57% of Park City's total energy; and

WHEREAS, the current energy mix for electricity generation in Utah includes a high reliance on finite fossil fuels, including 62% coal and 15% natural gas; and

WHEREAS, Park City has set the goal to be running on 100% renewable electricity by 2030 community-wide; and

WHEREAS; the deployment of clean, renewable energy technologies contributes positively to a wide variety of environmental, social, economic, and health-related benefits; and

WHEREAS; distributed solar helps build energy resilience from grid outages and reduces grid transmission losses; and

WHEREAS; this fee waiver is consistent with the Park City Fee Schedule, amended November 29, 2018, which excludes calculating fees for the value of on-site renewable energy systems; and

WHEREAS; an increase in electric vehicles will increase the local demand for renewable electricity and shift away from reliance on combustion engines; and

WHEREAS; Park City Municipal Corporation has completed seven separate clean energy projects since 2009, established a net-zero energy performance standard for its new buildings, facilities and major renovations, and encourages similar development within the community;

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

Building Fee Waiver. The City will waive Building Permit and Site Inspection fees for new solar photovoltaic systems, on site battery storage, solar thermal, air and ground source heat pumps, small-scale wind projects, and electric vehicle charging stations completed within City limits. The waiver is automatic, consistent with the Park City Fee

Schedule. All local land use and building regulations will remain in effect for renewable energy projects and building permits will still be required.

PASSED AND ADOPTED this 30th day of May, 2019.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Kirsten Whetstone

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance No. 2019-29, an Ordinance Approving an Extension of Approval for the Park City Heights Phase 2 Subdivision Located off Calamity Road, South of Richardson Flat Road and West of US Highway 40, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Park City Heights Phase 2 Extension Staff Report and Ordinance](#)

[Exhibits for Park City Heights Phase 2 Extension](#)

City Council Staff Report

Subject: Park City Heights Phase 2 Subdivision plat
Author: Kirsten Whetstone, MS, AICP
Date: May 30, 2019
Type of Item: Extension of Legislative Approval of Subdivision plat

Project Numbers:	PL-19-04191 and PL-17-03552
Applicant:	Ivory Development LLC
Location:	3900 Calamity Lane
Zoning:	Community Transition (CT-MPD) subject to the Park City Heights Master Planned Development (MPD)
Adjacent Land Uses:	Residential single-family dwellings and open space
Reason for Review:	Subdivision plats require Planning Commission review and City Council approval.

Topic

Applicant: Ivory Development LLC, owner
Applicant representative: Brad Mackay with Ivory Development LLC
Location: 3900 Calamity Lane (Located south of Richardson Flat Road and west of US Highway 40)
Zoning: Community Transition (CT), subject to the Park City Heights Master Planned Development (MPD)
Adjacent Land Uses: Single family homes and lots of Park City Heights Phase 1, Open Space, and future Park City Heights phases.

Disclosure: The City retains a security interest as the holder of a Trust Deed in conjunction with a prior transaction regarding the property. However, the City is not an applicant and does not have any current ownership in the property.

Summary Recommendations

Staff recommends the City Council conduct a public hearing on the request for a two year extension of the prior approval of Park City Heights Phase 2 Subdivision and consider granting the extension pursuant to findings of fact, conclusions of law, and conditions of approval as outlined in the attached Ordinance.

Executive Summary

This is a request for an extension of approval of a final subdivision plat application (**Attachment A**) for Phase 2 of the Park City Heights MPD and Subdivision, pursuant to the November 6, 2013, approved Park City Heights amended preliminary plat for 239 residential lots. This second phase consists of thirty-nine (39) single family lots ranging in area from 12,596 to 27,752 square feet and one 105.91 acre open space parcel

(Parcel D), located south and west of Park City Heights Subdivision Phase 1. The subdivision plat is consistent with the January 8, 2019, Park City Housing Authority approved amended housing mitigation plan and the February 27, 2019, Planning Commission approved amended phasing plan.

Phase 2 includes construction of the extension of Calamity Lane and two short cul-de-sacs, as well as a million gallon water tank. Street and utility designs have been reviewed and approved by the City Engineer, Water Department, and Snyderville Water Reclamation District and public improvements are under construction, however construction is not complete and the plat approval expires on May 3, 2019, one year from the date of Council approval.

Lot and street layout is consistent with the amended Park City Heights MPD and the approved revised preliminary subdivision plat. Conditions of approval of the amended Park City Heights MPD Development Agreement (Agreement) as well as Park City Heights Annexation Agreement (Annexation Agreement) continue to apply. No changes are proposed to the approved Phase 2 subdivision plat.

Background

May 3, 2018 – City Council conducted a public hearing and approved the Park City Heights Subdivision Phase 2 plat. See link to [Attachment B, Staff Report from May 3, 2018](#) for additional background information. The plat was approved pursuant to [Ordinance 2018-19 \(link\)](#).

Alternatives

- City Council may approve a two year extension of approval for the Park City Heights Phase 2 subdivision plat as conditioned or amended. This is the recommended alternative.
- City Council may deny a two year extension and direct staff to make Findings for this decision.
- City Council may continue this item to a date certain and request additional information in order to take final action.

Significant Impacts

Granting an extension of approval allows additional time to complete public improvements, including roads, utilities and the water tank, prior to plat recordation. There are no significant negative fiscal or environmental impacts resulting from this application that have not been sufficiently mitigated with revisions, plat notes, conditions of approvals, and adherence to the approved, amended MPD and Park City Heights Design Guidelines.

The applicant requests a two year extension due to the expected timeframe of construction of the million gallon water tank. Construction of the tank is anticipated to commence this June and will likely take more than one year.

Consequences of not taking the Suggested Recommendation

If the extension is not granted then a new application would be required. Building permits for these lots cannot be issued until the plat is recorded, or public improvements are bonded for.

Analysis

Phase 2 consists of thirty-nine (39) single family Homestead lots ranging in area from 12,596 to 27,752 square feet and one 105.91 acre open space parcel (Parcel D), located south and west of Park City Heights Subdivision Phase 1. Construction of the extension of Calamity Lane off of Ledger Way and two short cul-de-sacs are included. Street and utility designs were reviewed by the City Engineer and the Snyderville Basin Water Reclamation District (SBWRD) and construction is underway.

The subdivision plat is consistent with the January 8, 2019, Park City Housing Authority approved amended housing mitigation plan and the February 27, 2019 Planning Commission approved amended phasing plan. The application for extension does not request amendments to the previously approved plat and there have been no changes to the site or LMC that would change the prior approval.

Extension of Approval

LMC 15-7.1-6 (C) (6) allows Applicants to request time extensions of the City Council approval by submitting a request in writing to the Planning Department prior to expiration of the approval. The City Council may grant an extension to the expiration date when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings.

Department Review

This application and staff report have been reviewed by the Planning, Engineering and Legal Departments.

Notice

On May 10, 2019, the property was posted and notice was mailed to property owners within 300 feet according to requirements of the Land Management Code. On May 15, 2019, legal notice was published in the Park Record and on the Utah Public Notice website, according to requirements of LMC.

Public Input

Staff has not received public input regarding this application at the time of this report.

Future Process

If this extension is approved the applicant will have two years from the date of Council approval to record the approved subdivision plat. If the plat is not recorded by that date the approval will expire, unless a request for a subsequent approval is submitted in

writing prior to the expiration and approved by the City Council.

Recommendation

Staff recommends the City Council conduct a public hearing on the request for a two year extension of the prior approval of Park City Heights Phase 2 Subdivision and consider granting the extension pursuant to findings of fact, conclusions of law, and conditions of approval as outlined in the attached Ordinance.

Attachments

Ordinance

Attachment A	Approved Park City Heights Subdivision Phase 2 plat
Attachment B	Council report and attachments from May 3, 2018 (link)
Attachment C	Ordinance 2018-19 (link)
Attachment D	Applicants written request for a two year extension

Ordinance No. 2019-29

AN ORDINANCE APPROVING AN EXTENSION OF APPROVAL FOR THE PARK CITY HEIGHTS PHASE 2 SUBDIVISION LOCATED OFF CALAMITY ROAD SOUTH OF RICHARDSON FLAT ROAD AND WEST OF US HIGHWAY 40, PARK CITY, UTAH.

WHEREAS, the owners of the property known as Park City Heights Phase 2 located south of Richardson Flat Road, south and east of State Road 248 and west of US 40, have petitioned the City Council for approval of the Park City Heights Phase 2 final subdivision plat; and

WHEREAS, on February 14, 2018, the property was posted and mailed notice was sent to property owners within 300 feet, according to requirements of the Land Management Code; and

WHEREAS, on February 10, 2018, legal notice was posted in the Park Record and on the Utah Public Notice website, as well as the Park City website; and

WHEREAS, the Planning Commission held a public hearing on February 28, 2018, to receive input on the subdivision; and

WHEREAS, on March 14th and April 6th, 2018, the property was posted and on March 14th legal notice was posted in the Park Record and on the Utah Public Notice website; and

WHEREAS, the Planning Commission, held a public hearing on March 28, 2018 and forwarded a positive recommendation to City Council; and

WHEREAS, on May 3, 2018, City Council held a public hearing and approved the Park City Heights Phase 2 final subdivision plat; and

WHEREAS, on April 4, 2019, the applicant submitted a request for an extension of approval in order to have additional time to complete the public improvements associated with this subdivision plat; and

WHEREAS, on May 10, 2019, the property was posted and mailed notice was sent to property owners within 300 feet, according to requirements of the Land Management Code; and

WHEREAS, on May 15, 2019, legal notice was posted in the Park Record and on the Utah Public Notice website, as well as the Park City website; and

WHEREAS, the City Council held a public hearing on May 30, 2019, to receive public input on the extension of approval request; and

WHEREAS, it is in the best interest of Park City, Utah to approve an extension of the Park City Heights Phase 2 final subdivision plat approval to ensure completion of public improvements prior to plat recordation.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The extension of the Park City Heights Phase 2 final subdivision plat, as shown in Attachment A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located south of Richardson Flat Road, south and east of SR 248 and west of US Highway 40.
2. The property was annexed into Park City with the Park City Heights Annexation on May 27, 2010, and was zoned CT-MPD (Community Transition subject to the Park City Heights Master Planned Development).
3. On May 11, 2011, the Park City Planning Commission approved the Park City Heights MPD for a mixed residential development consisting of 160 market rate units and 79 affordable units on 239 acres.
4. On June 22, 2011, the Planning Commission reviewed and approved a preliminary subdivision plat as being consistent with the Park City Heights MPD.
5. On November 17, 2011, the City Council approved the original Park City Heights Phase 1 final subdivision plat.
6. On January 24, 2013 the City Council approved an extension of the Phase 1 plat to allow the applicant additional time to resolve issues regarding historic mine soils.
7. On November 6, 2013, the Planning Commission approved an amended Park City Heights MPD and preliminary plat to address relocation of lots and streets due to mine soils mitigation.
8. On February 27, 2014, the City Council approved a revised Park City Heights Phase 1 final subdivision plat that was subsequently recorded at Summit County on November 4, 2014.
9. On May 2, 2017, the City Planning Department received an application for a final subdivision plat for 16 single family lots as Park City Heights Phase 2. The application was deemed complete on May 24, 2017. Additional information was requested specific to MPD compliance regarding house size restrictions.
10. On January 19, 2018, the City Planning Department received a revised submittal requesting 39 single family lots and extending Calamity Lane to the end of the cul-de-sac in order to facilitate construction of a required water tank in 2018.
11. On February 2, 2018, the revised submittal for 39 lots was considered complete.
12. The property is restricted by the Land Management Code, the Park City Heights Annexation Agreement, and the Amended Park City Heights Master Planned Development Agreement and the Park City Heights Design Guidelines.
13. The lots are not within the Entry Corridor Protection Overlay zone (ECPO) and no portion of this plat is within the Park City Soils Ordinance boundary.

14. The proposed subdivision plat creates lots of record for 39 Homestead houses and dedicates public streets, utility, snow storage, drainage, access and trail easements.
15. The Homestead lots of this phase range in area from 12,596 to 27,752 square feet. Parcel D is also platted as a 105.91 acre open space parcel. The lots are consistent with the Lot and Site Requirements of the Community Transition (CT) District as conditioned by the Park City Heights MPD and Design Guidelines.
16. The applicant requests a revised overall phasing plan to include the extension of Calamity Lane within this second phase in order to construct the required water tank this summer. Access to the water tank requires the extension of Calamity Lane.
17. On January 8, 2019, the Park City Housing Authority approved an amended housing mitigation plan.
18. On February 27, 2019, the Planning Commission approved an amended phasing plan that is consistent with the amended housing mitigation plan.
19. This phase 2 subdivision plat is consistent with the amended housing mitigation plan and the amended subdivision phasing plan.
20. No non-conforming conditions are created by the subdivision.
21. An existing 50' wide power line easement for PacifiCorp traverses Parcel D. An additional 10' is being dedicated with this plat for a total width of 60' as requested by PacifiCorp to meet future anticipated utility easement needs.
22. The Park City Heights development is accessed from Richardson Flat Road, a public city road, and access to lots and parcels within the proposed subdivision is from local public drives and streets. No lots or parcels access directly to Richardson Flat Road. All streets are public streets.
23. The subdivision complies with the Land Management Code regarding final subdivision plats, including CT zoning requirements, general subdivision requirements, and lot and street design standards and requirements.
24. General subdivision requirements related to 1) drainage and storm water; 2) water facilities; 3) sidewalks and trails; 4) utilities such as gas, electric, power, telephone, cable, etc.; 5) public uses, such as parks and playgrounds; and 6) preservation of natural amenities and features have been addressed through the Master Planned Development process as required by the Land Management Code.
25. Sanitary sewer facilities are required to be designed and installed in a manner prescribed by the Snyderville Basin Water Reclamation District (SBWRD).
26. There is good cause for this subdivision plat in that it creates legal lots and an open space parcel of record from metes and bounds described parcels; memorializes and expands utility easements and provides for new utility easements for orderly provision of utilities; provides for open space areas within and around the subdivision; dedicates easements and public streets; and provides for future development parcels for market rate units consistent with the approved the Park City Heights Annexation Agreement and Master Planned Development.
27. As a condition of the Park City Heights MPD a total of 79 deed restricted affordable/attainable units are required. The Development Agreement states that all 28 Townhouse units and all 35 Park homes (all deed restricted affordable) are located in Phase 1, along with 5 Cottage homes and that "affordable units for subsequent phases will be identified with the final subdivision plats for those phases".

28. The lots within this Phase are designated as Homestead lots on the MPD. None of the Homestead lots are designated as affordable deed restricted lots.
29. The affordable housing mitigation plan, approved by the Park City Housing Authority, indicates that the Project may be platted in phases and that each primary phase may include sub-phases as market conditions dictate and the phases may be adjusted.
30. The MPD requires completion, with certificates of occupancy, of all 79 affordable/attainable units prior to issuance of building permits for the last 10% (16 units) of the Market homes.
31. Sixty-eight (68) of the affordable/attainable units/lots were platted with the first phase plat.
32. The proposed final phase according to the revised phasing plan consists of 40 market rate lots and 8 attainable lots.
33. The revised phasing plan does not change requirements of the housing mitigation plan and it does not preclude delivery of units as described in the affordable housing mitigation plan or as conditioned by the MPD.
34. The applicant is on schedule to provide annual affordable/attainable housing units according to the housing plan.
35. Currently, a total of 66 of 68 affordable/attainable units are either complete or are under construction with building permits issued.
36. The Park City Heights Housing Mitigation Plan is reviewed by the Park City Housing Authority annually.
37. A 40' access easement was required by the MPD and preliminary plat for the landlocked Byers parcel (PCA-89).
38. There are no changes in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings.

Conclusions of Law:

1. The subdivision complies with LMC Chapter 7 as conditioned, and the extension complies with 15-7.1-6 (C) (6).
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivision plats.
3. The subdivision is consistent with the Park City Heights Annexation and the Park City Heights MPD and preliminary plat as amended and conditioned.
4. Neither the public nor any person will be materially injured as a result of approval of the proposed subdivision plat, as conditioned herein.
5. Approval of the proposed subdivision plat, subject to the conditions stated herein, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval (these conditions are as stated in Ordinance 2018-19)

1. City Attorney and City Engineer review and approval of the final form and content of the subdivision plat for compliance with State law, the Land Management Code, and the conditions of approval, is a condition precedent to recordation of the plat.
2. The applicant will record the subdivision plat at Summit County within two years from the date of City Council approval. If recordation has not occurred within the two year

timeframe, this approval for the plat amendment will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. A plat note shall state that the plat is subject to the conditions of the Park City Heights Annexation, approved by the City Council on May 27, 2010.
4. A plat note shall state that the plat is subject to conditions of approval of the Amended Park City Heights MPD approved on November 6, 2013, by the Planning Commission and memorialized in the Park City Heights Development Agreement, as amended, February 26, 2014 and March 8, 2017.
5. A plat note shall state that this plat is subject to this Ordinance and Ordinance 2018-19.
6. Final approval of the sewer facilities by the Snyderville Basin Water Reclamation District is required prior to final plat recordation.
7. A plat note shall state that trees, structures and retaining walls shall not be located within SBWRD easements.
8. The plat shall indicate that all streets and utilities, except for sewer laterals, constructed within the ROW are dedicated to the City for public use. Final acceptance of these streets by the City shall occur upon completion and acceptance of the public improvements. The City will commence maintenance and snow removal from public streets once 50% of the units within this phase are complete and certificates of occupancy have been issued.
9. Ten foot wide public snow storage easements are required along all street frontages.
10. All survey monumentation as required by the LMC is required to be completed prior to acceptance of public improvements.
11. Parcel D, a non-developable parcel, shall be dedicated to the Park City Heights HOA as restricted open space, to be owned and maintained by the Master HOA, and shall be encumbered by a blanket utility, drainage, snow storage, and public trails easement.
12. A plat note shall state that public trails within the open space parcels shall be constructed in type and location as approved by the City consistent with the MPD. Final constructed trails are agreed, by the recording of this plat, to be within ten (10') foot public trail easements. Trails within Phase 2 shall be constructed prior to issuance of 50% of the certificates of occupancy in this phase.
13. A plat note shall state that all construction, including streets, utilities and structures shall comply with recommendations of the supplemental, updated soils investigation conducted by AGECE on December 20, 2011 that updated and supplemented the June 9, 2006 Geotechnical Study provided by Gordon, Spilker, Huber Geotechnical Consultants, Inc.
14. A plat note shall state that additional soils studies and geotechnical reports may be required by the City Engineer and Chief Building Official prior to issuance of any building permits for structures, utilities, and roads. The report shall be reviewed by the City Engineer and Chief Building Official and any recommendations for utilization of special construction techniques to mitigate soils issues, such as expansive clays, shall be incorporated into conditions of the building permit and ROW Permit approval.
15. A plat note shall state that a landscape and irrigation plan shall be submitted and

approved by the City for each lot, prior to building permit issuance. Landscaping and irrigation shall be consistent with the Park City Heights Design Guidelines.

16. A plat note shall state that a limits of disturbance plan (LOD) and existing vegetation protection plan shall be part of the building permit submittal.
17. A plat note shall state that exterior lighting shall conform to requirements of the City's Lighting Ordinance and the Park City Heights Design Guidelines.
18. A plat note shall state that applicable requirements of the LMC regarding top soil preservation, final grading, and landscaping shall be completed prior to issuance of a certificate of occupancy.
19. A plat note shall state that grading, drainage and storm water run-off plans shall be approved by the City Engineer prior to building permit issuance.
20. A plat note shall state that prior to issuance of a building permit for any units within this plat, all building plans shall be reviewed for compliance with the Park City Heights Design Guidelines, including building setbacks, building height, maximum floor area, building articulation, architecture and materials, landscaping, lighting and other elements as stated in the Park City Heights Design Guidelines. Include a table for setbacks, building height and maximum floor area on plat prior to recordation.
21. Confirmation of street names shall be provided by the City Engineer prior to plat recordation.
22. A note shall be added to the plat stating that all units shall be constructed to National Association of Home Builders National Green Building Standards Silver Certification (or other equivalent Green Building certification approved by the Planning Director) OR reach LEED for Homes Silver Rating (minimum 60 points). Green Building Certification or LEED rating criteria to be used shall be those applicable at the time of the building permit submittal.
23. A plat note shall state that In addition to meeting Green Building or LEED for Homes checklists and in order to achieve water conservation goals, each house must either:
1) achieve at a minimum, the Silver performance Level points within Chapter 8, Water Efficiency, of the National Association of Home Builders National Green Building Standards; OR 2) achieve a minimum combined 10 points within the 1) Sustainable Sites (SS2) Landscaping and 2) Water Efficiency (WE) categories of the LEED for Homes Checklist. Points achieved in these resource conservation categories will count towards the overall score, as further described in the Park City Heights Design Guidelines.
24. A plat note shall state that an industry standard Third Party inspector shall be mutually agreed upon by the Chief Building Official and the applicant prior to issuance of a building permit to provide third party inspection for compliance with Green Building and Water Conservation requirements. Final certification documenting compliance shall be provided to the Building Department prior to issuance of certificates of occupancy.
25. A construction mitigation plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, LMC, and the MPD conditions of approval prior to building permit issuance on individual lots as well as for construction of public infrastructure. The CMP shall address construction access, parking, allowed hours of work, temporary lighting, construction signs, limits of disturbance, recycling and stockpiling of materials, re-vegetation of all disturbance areas, noise, dust, and other

- items listed on the standard CMP form required by the Building Department.
26. To mitigate impacts on existing City streets and residents, temporary construction access to Phase 2 and to subsequent phases shall be from Richardson Flat Road onto a temporary graded road, utilizing Lot C-1 and Parcel G located east of Piper Way, then connecting to Piper Way just south of the Kinley Drive and Piper Way intersection. If an access easement can be acquired from the UDOT to use the US 40 frontage road that option should be pursued for temporary construction access. The disturbed area shall be re-graded and re-vegetated if not used for a period of one year or longer.
 27. Ledger Way shall not be used for construction access to Phase 2 or any future phases.
 28. A common construction recycling and excavation materials storage area within the development shall be utilized for this phase as required by the MPD.
 29. A financial guarantee, in a form and amount acceptable to the City and in conformance with these conditions of approvals, for the value of all required public improvements, shall be provided to the City prior to building permit issuance for new construction. All public improvements shall be completed according to City standards prior to release of this guarantee. Ten percent of the bond shall be held by the City for the warranty period and until such improvements are accepted by the City.
 30. A plat note shall state that maintenance of sidewalks (including, without limitation, snow removal), trails, lighting, and landscaping within the public rights-of-way and common areas, with the exception of public trails, shall be provided by the Master HOA, unless otherwise agreed upon by the City Council.
 31. A plat note shall state that a fire protection and emergency access plan shall be submitted and approved by the Park City Fire District prior to the issuance of any building permits for this phase. The fire protection and emergency access plan shall include any required fire sprinkler systems and landscaping restrictions within the Wild land interface zones and shall ensure that Park City's ISO rating is not negatively affected by the development.
 32. A plat note shall state that modified 13-D residential fire sprinklers are required for all occupied structures.
 33. An existing 50' wide power line easement for PacifiCorp traverses Parcels D and an additional 10' shall be dedicated with this plat for a total width of 60', as requested by PacifiCorp to meet future anticipated utility easement needs.
 34. Issuance of building permits for Phase 2 are subject to completion and issuance of certificates of occupancy for deed restricted affordable/attainable housing as required by the approved Housing Mitigation Plan, as amended.
 35. A note shall be included on the final plat stating that a Conditional Use Permit is required for construction on Lots 205, 206, 214 and 215, if Building Height exceeds 28' from existing grade to the top (ridge) of the roof. Conditional Use Permit applications shall include a visual analysis of the proposed house from the intersection of State Highway 248 and Richardson Flat Road, from the intersections of Richardson Flat Road with Ledger Way and/or Piper Way, whichever location provides the best view of the lot, and from the Rail Trail crossing of Richardson Flat Road.

36. A note shall be included on the final plat stating the following maximum Residential Floor Area (aka house sizes), consistent with the LMC definitions, shall apply:
- 4,500 square feet for Lots 201 to 205
 - 5,000 square feet for Lots 206 to 211 and Lots 236 to 239
 - 6,000 square feet for Lots 212 to 235
37. A note shall state that this plat is subject to the Water and Maintenance Agreement with Park City Municipal Corporation dated October 3, 2014.
38. No through roads may be provided through the Park City Heights MPD to the Deer Valley MPD subdivisions.
39. A minimum 40' wide access easement shall be dedicated on the plat for the benefit of the landlocked Byers parcel (PCA-89), consistent with the preliminary plat.
40. All standard project conditions shall apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of _____, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

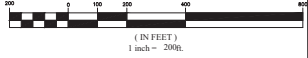
Mark Harrington, City Attorney

Attachment A- Park City Heights Phase 2 Subdivision plat

PARK CITY HEIGHTS

PHASE 2

A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewellyn
Professional Land Surveyor
Certificate No. 10516507

Date _____

BOUNDARY DESCRIPTION

A portion of the SW 1/4 of Section 2 & the NW 1/4 of Section 11, Township 2 South, Range 4 East, Salt Lake Base & Meridian, Park City, Utah, more particularly described as follows:

Beginning at the Southwest Corner of Lot 65, PARK CITY HEIGHTS PHASE 1 SUBDIVISION, according to the Official Plat thereof on file in the Office of the Summit County Recorder, located S89°46'45"E along the Section Line 2,377.21 feet and North 389.30 feet from the Northwest Corner of Section 11, T2S, R4E, SLB&M; thence S60°25'17"W 124.23 feet; thence N24°03'34"W 30.41 feet; thence S60°31'45"W 166.62 feet; thence S17°17'28"E 212.74 feet; thence S32°16'59"W 173.63 feet; thence Easterly along the arc of a non-tangent curve to the right having a radius of 340.00 feet (radius bears: S17°59'55"W) a distance of 49.27 feet through a central angle of 08°18'09" Chord: S67°51'09"E 49.23 feet; thence S28°18'05"W 40.00 feet; thence S30°20'33"W 122.06 feet; thence S53°23'00"E 74.69 feet; thence S43°02'53"E 165.62 feet; thence S34°28'01"E 72.43 feet; thence S49°11'37"E 741.19 feet; thence S42°11'04"W 2,168.83 feet; thence South 103.66 feet; thence N89°30'31"W along the extension of and along the Northern line of MORNING STAR ESTATES, according to the Official Plat thereof on file in the Office of the Summit County Recorder 1,126.96 feet; thence N0°19'41"E 380.00 feet; thence N89°30'31"W 242.00 feet to the Section line; thence N0°19'41"E along the Section line 1,064.01 feet; thence N63°17'52"E 344.36 feet; thence N75°52'07"E 1,501.92 feet; thence N39°00'21"W 821.44 feet to the Southerly line of that Real Property described as Deed Book 771 Page 718 of the Official Records of Summit County; thence S88°40'45"E along said deed 89.54 feet; thence N0°04'01"E along said deed and extension thereof and along the Easterly line of Lot 3 QUINN'S WATER TREATMENT SUBDIVISION, according to the Official Plat thereof on file in the Office of the Summit County Recorder 1,415.34 feet to the Southerly line of that Real Property described in Deed Book 527 Page 47 of the Official Records of Summit County; thence N68°53'07"E along said deed 611.47 feet; thence S26°10'21"E 662.43 feet; thence S84°01'09"E 78.30 feet to the Westerly line of PARK CITY HEIGHTS PHASE 1, according to the Official Plat thereof on file in the Office of the Summit County Recorder; thence along said plat the following 3 (three) courses and distances: Southerly along the arc of a non-tangent curve to the left having a radius of 1,340.00 feet (radius bears: S84°01'10"E) a distance of 526.99 feet through a central angle of 22°31'59" Chord: S65°17'09"E 523.60 feet; thence S23°19'59"E 50.25 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 1,335.00 feet (radius bears: N71°18'21"E) a distance of 108.54 feet through a central angle of 04°39'30" Chord: S21°01'24"E 108.51 feet to the point of beginning.

Contains: 127.42 acres ±

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____ THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS TOGETHER WITH EASEMENTS TO BE HEREAFTER KNOWN AS:

PARK CITY HEIGHTS
PHASE 2

DO HEREBY DEDICATE TO PARK CITY AND SNYDERVILLE BASIN WATER RECLAMATION DISTRICT ALL THESE TRACTS OF LAND AND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THE UNDERSIGNED OWNERS ALSO CONVEY TO SUMMIT COUNTY, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, AND TO ANY AND ALL, PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____ HAND THIS ____ DAY OF _____ A.D. 20____

CHRISTOPHER P. GAMVROULAS
PRESIDENT, IVORY DEVELOPMENT, LLC

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF _____
ON THE ____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF SALT LAKE, IN SAID STATE OF UTAH, CHRISTOPHER P. GAMVROULAS, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT OF IVORY DEVELOPMENT LLC, A UTAH LLC AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY
MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

PARK CITY HEIGHTS
PHASE 2

A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

RECORDED #

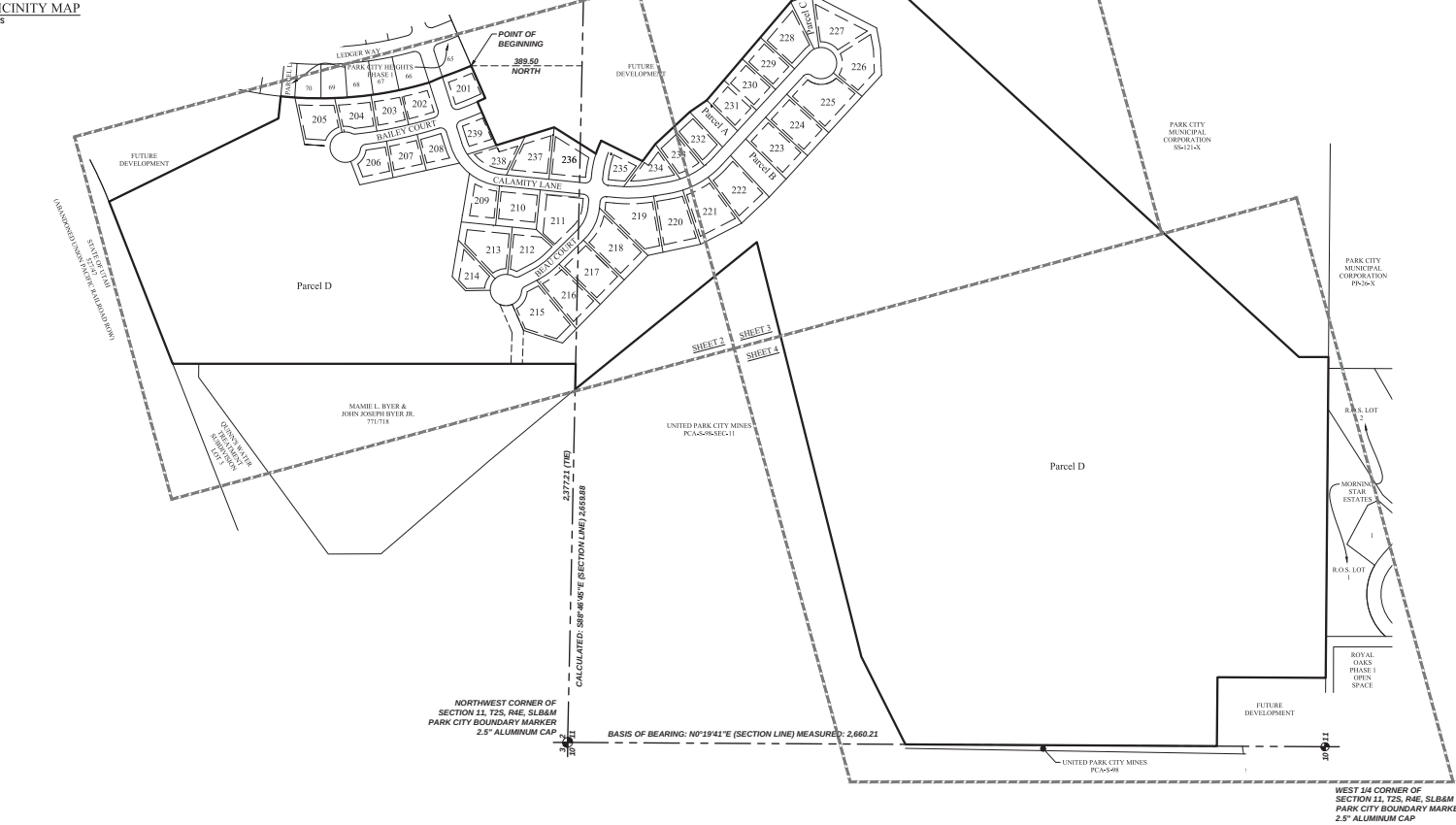
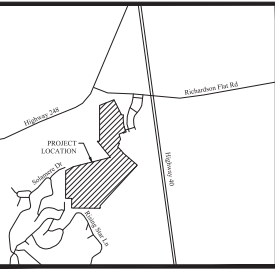
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ SUMMIT COUNTY RECORDER

VICINITY MAP

RT.5

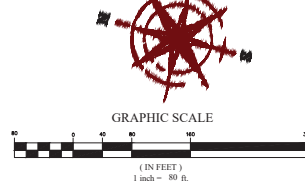


SHEET 1 OF 4
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF ____ 20____
BY: _____

PREPARED BY FOCUS ENGINEERING AND SURVEYING, LLC 22 WEST CENTER STREET MIDVALE, UTAH 84047 PH: (801) 352-0075 www.focusutah.com	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF ____ A.D. 20____ CHAIRMAN _____	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ____ A.D. 20____ PARK CITY ENGINEER _____	APPROVAL AS TO FORM APPROVED AS TO FORM THIS ____ DAY OF ____ A.D. 20____ PARK CITY ATTORNEY _____	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED PARK CITY COUNCIL THIS ____ DAY OF ____ A.D. 20____ PARK CITY RECORDER _____	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ____ A.D. 20____ PARK CITY MAYOR _____
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PARK CITY HEIGHTS

PHASE 2
A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

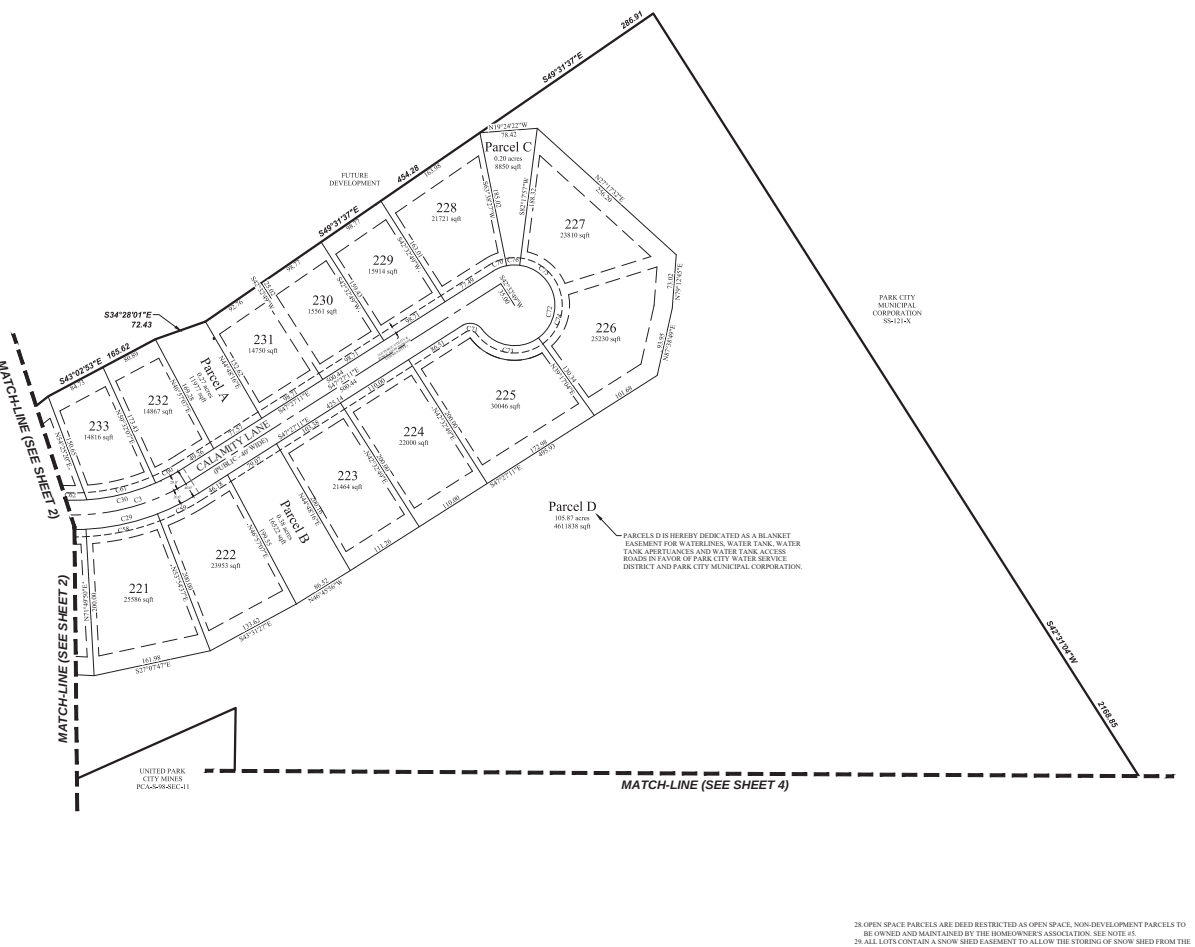


Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH
C1	180.00	46°30'37"	289.24	539.9379'
C2	960.00	15°46'23"	135.29	560.5150'
C3	360.00	37°57'18"	198.73	528.2932'
C4	1800.00	14°13'15"	372.30	511.5034'
C5	1500.00	4°31'03"	118.27	521.1240'
C6	240.00	16°30'40"	72.92	536.9431'
C7	150.00	39°10'09"	102.81	564.9739'
C8	320.00	28°56'07"	112.08	573.4339'
C9	1480.00	2°47'30"	99.70	522.9726'
C10	20.00	93°02'42"	33.31	523.6009'
C11	20.00	90°29'02"	52.35	562.5742'
C12	1480.00	10°58'34"	283.52	511.4254'
C13	20.00	32°25'58"	11.61	589.5953'
C14	53.00	280°11'41"	269.10	562.0531'
C15	20.00	74°33'16"	26.67	544.4142'
C16	1520.00	9°59'33"	265.11	512.2451'
C17	20.00	89°47'20"	32.13	527.2294'
C18	280.00	46°30'37"	232.40	539.9379'
C19	20.00	96°27'22"	32.36	551.5014'
C20	1360.00	39°10'09"	89.10	564.9739'
C21	228.00	16°30'40"	67.84	536.9431'
C22	20.00	57°33'34"	20.59	501.5039'
C23	55.00	285°03'08"	283.29	562.2352'
C24	20.00	57°33'34"	20.59	536.2353'
C25	248.00	16°30'40"	78.80	536.9431'
C26	1780.00	39°10'09"	116.51	564.9739'
C27	20.00	89°23'24"	52.84	539.9379'
C28	520.00	15°52'22"	138.62	567.5100'
C29	320.00	37°57'18"	211.58	528.2932'
C30	280.00	37°57'18"	185.48	528.2932'
C31	480.00	15°16'25"	127.05	501.5140'
C32	20.00	89°27'22"	32.36	551.5014'
C33	360.00	15°17'18"	180.65	526.7024'
C34	340.00	28°56'07"	110.09	573.4339'
C35	20.00	89°23'24"	52.84	539.9379'
C36	1480.00	46°30'37"	188.99	539.9379'
C37	20.00	87°51'44"	51.20	564.9739'
C38	1520.00	32°56'46"	86.81	521.5921'
C39	1340.00	42°59'02"	104.87	534.1036'
C40	1480.00	31°25'50"	92.92	515.2416'
C41	1340.00	47°33'11"	104.28	569.5722'
C42	1480.00	42°58'55"	114.05	511.2335'
C43	1340.00	52°30'31"	128.44	566.5151'
C44	1480.00	23°24'40"	76.55	507.4231'
C45	55.00	61°54'26"	57.05	521.5069'
C46	1520.00	27°48'14"	74.83	508.9471'
C47	1520.00	48°08'38"	109.03	512.1837'
C48	1520.00	33°01'43"	80.35	513.5446'
C49	280.00	19°03'10"	66.51	562.9112'
C50	280.00	33°07'53"	115.65	522.2823'
C51	55.00	24°57'54"	23.16	517.5923'
C52	55.00	49°29'30"	47.50	518.5733'
C53	55.00	47°59'17"	48.43	518.5733'
C54	55.00	54°10'56"	59.21	542.7209'
C55	55.00	8°48'18"	48.43	513.5901'
C56	320.00	17°53'12"	100.09	527.9747'
C57	320.00	11°23'48"	63.46	541.4617'
C58	280.00	8°48'18"	42.66	543.9020'
C59	280.00	19°30'09"	96.92	528.4823'
C60	280.00	9°22'36"	85.90	514.1100'
C61	480.00	11°57'31"	98.84	507.5533'
C62	480.00	37°57'18"	29.12	560.6017'
C63	340.00	11°45'38"	69.82	577.5787'
C64	1480.00	50°10'08"	141.26	531.5069'
C65	160.00	16°10'30"	44.73	562.2713'
C66	55.00	114°48'24"	107.16	536.2902'
C67	1340.00	25°06'11"	49.97	504.5445'
C68	55.00	21°59'37"	20.25	538.5422'
C69	55.00	85°49'21"	30.71	564.5211'
C70	55.00	26°59'21"	35.17	583.7295'
C71	55.00	89°40'09"	66.41	586.2925'
C72	55.00	71°59'17"	68.16	566.2301'
C73	55.00	65°19'57"	62.71	524.5735'
C74	55.00	18°39'39"	17.91	517.9649'
C75	55.00	112°29'48"	107.99	532.4717'

Line Table		
LINE	DIRECTION	LENGTH
11	N89°10'09"E	22.46
12	S89°40'09"E	25.22
13	S27°39'08"E	56.21
14	S83°40'09"E	25.96
15	S89°40'32"W	27.46
16	S85°40'32"W	26.81
17	S83°40'09"E	15.86
18	S83°40'09"E	16.50

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
12 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusmtn.com

360



- NOTES:**
- ALL UNITS SHALL BE CONSTRUCTED TO NATIONAL ASSOCIATION OF HOME BUILDERS NATIONAL GREEN BUILDING STANDARDS SILVER CERTIFICATION (OR OTHER EQUIVALENT GREEN BUILDING CERTIFICATION APPROVED BY THE PLANNING DIRECTOR) OR REACHED FOR HOMES SILVER RATING (MINIMUM 40 POINTS). GREEN BUILDING CERTIFICATION OR LEED RATING CRITERIA TO BE USED SHALL BE THOSE APPLICABLE AT THE TIME OF THE BUILDING PERMIT SUBMITTAL.
 - THE OPEN SPACE AND COMMON AREA TO BE MAINTAINED BY THE MASTER HOA, UNLESS OTHERWISE AGREED UPON BY THE CITY COUNCIL.
 - STRUCTURES REQUIRING WATER SERVICE SHALL NOT BE PROVIDED TO PARCELS A, B, C & D.
 - PARCELS A, B & C ARE DEDICATED TO THE PARK CITY HEIGHTS HOME OWNERS ASSOCIATION AND ARE ALSO ENCUMBERED BY A BLANKET EASEMENT FOR PUBLIC UTILITY ACCESS, AND TRAIL EASEMENTS.
 - TRAIL EASEMENTS NOTED IN NOTE #4 ABOVE ARE FURTHER DESCRIBED IN CONSTRUCTION DRAWINGS.
 - PUBLIC TRAILS WITHIN THE OPEN SPACE PARCELS SHALL BE CONSTRUCTED IN TYPE AND LOCATION AS APPROVED BY THE CITY CONSISTENT WITH THE MPD FINAL CONSTRUCTION TRAILS ARE AGREED BY THE RECORDING OF THIS PLAT, TO BE WITHIN TEN (10) FOOT PUBLIC TRAIL EASEMENTS. TRAILS WITHIN PHASE 2 SHALL BE CONSTRUCTED PRIOR TO OCCUPANCY OF 99% OF THE CERTIFICATE OF OCCUPANCY IN THIS PHASE.
 - MAINTENANCE OF SIDEWALKS (INCLUDING, WITHOUT LIMITATION, SNOW REMOVAL, TRAILS, LIGHTING, AND LANDSCAPING) WITHIN THE PUBLIC RIGHTS-OF-WAY AND COMMON AREAS, WITH THE EXCEPTION OF THE PUBLIC PARK AND PUBLIC TRAILS, SHALL BE PROVIDED BY THE MASTER HOA, UNLESS OTHERWISE AGREED UPON BY THE CITY COUNCIL.
 - ALL CONSTRUCTION, INCLUDING STREETS, UTILITIES, AND STRUCTURES SHALL COMPLY WITH PARK CITY STANDARDS AND RECOMMENDATIONS OF THE SUPPLEMENTAL, UPDATED SOILS INVESTIGATION CONDUCTED BY AGC ON DECEMBER 2011 THAT UPDATED AND SUPPLEMENTED THE JUNE 8, 2006 GEOTECHNICAL STUDY PROVIDED BY GORDON, SPEIKER, HUBER GEOTECHNICAL CONSULTANTS, INC. SPECIAL CONSTRUCTION METHODS, INCLUDING DESIGN OF UNSATURATED SOILS, OTHER MITIGATION MEASURES ARE RECOMMENDED IN THE STUDY. ADDITIONAL SOILS STUDIES AND GEOTECHNICAL REPORTS MAY BE REQUIRED BY THE ENGINEERING AND BUILDING DEPARTMENT PRIOR TO ISSUANCE OF PERMITS FOR STREETS, UTILITY INSTALLATION, AND STRUCTURES.
 - A SUPPLEMENTAL UPDATED SOILS INVESTIGATION BY AGC WAS CONDUCTED ON DECEMBER 20, 2011 SUPPLEMENTING THE WORK DONE BY GORDON, SPEIKER, HUBER GEOTECHNICAL CONSULTANTS, INC. (JUNE 8, 2006). SEE NOTE #7.
 - A LANDSCAPING PLAN SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL FOR EACH PARCEL AND SINGLE LOT PRIOR TO BUILDING PERMIT ISSUANCE. A LANDSCAPING PLAN SHALL BE REQUIRED AT THE TIME OF SUBMITTAL. LANDSCAPING AND REVEGETATION PLAN MUST COMPLY WITH PARK CITY HEIGHTS DESIGN GUIDELINES.
 - EXTerior LIGHTING SHALL CONFORM TO REQUIREMENT OF THE CITY'S LIGHTING ORDINANCE.
 - ALL BUILDING CONSTRUCTION IS SUBJECT TO REVIEW AND APPROVAL BY PARK CITY BUILDING DEPARTMENT. A LIMIT OF DISTURBANCE PLAN AND VEGETATION PLAN, SHALL BE PART OF THE BUILDING PERMIT APPLICATION.
 - MODIFIED 1.0 RESIDENTIAL FIRE SPRINKLERS ARE REQUIRED FOR ALL OCCUPIED STRUCTURES.
 - SNOW STORAGE EASEMENTS ARE GRANTED ALONG AND OUTSIDE THE PUBLIC RIGHT-OF-WAY WHERE NOTED ON THE PLAT.
 - CITY ACCEPTANCE OF THE PUBLIC STREETS FOR MAINTENANCE AND SNOW PLOWING SHALL NOT OCCUR UNTIL AT LEAST 90% OF HOUSES WITHIN THIS PHASE ARE COMPLETED AND HAVE RECEIVED A CERTIFICATE OF OCCUPANCY.
 - SEE LOT RESTRICTIONS PLAT NOTE AND DESIGN GUIDELINES FOR SETBACK REQUIREMENTS.
 - PLAT IS SUBJECT TO THE CONDITIONS OF THE PARK CITY HEIGHTS ANNEXATION, APPROVED BY THE CITY COUNCIL ON MARCH 2, 2011.
 - A PLAT IS SUBJECT TO CONDITIONS OF APPROVAL OF THE AMENDED PARK CITY HEIGHTS MPD APPROVED ON NOVEMBER 4, 2013, BY THE PLANNING COMMISSION AND MEMORIALIZED IN THE PARK CITY HEIGHTS DEVELOPMENT AGREEMENT, AS AMENDED FEBRUARY 26, 2014 AND MARCH 8, 2017.
 - THIS PLAT IS NOT LOCATED WITHIN THE PARK CITY SUB AREA OR EXCLUDED AREA.
 - SEE PARK CITY HEIGHTS DESIGN GUIDELINES FOR ALLOWABLE HOUSE SIZES. THE FOLLOWING TABLE INDICATES THE MAXIMUM ALLOWABLE HOUSE SIZES PER PARK CITY HOUSE SIZING CALCULATIONS AND THE AMENDED MPD.
LOTS 230-260 - 5,000 SF
LOTS 260-280 - 4,000 SF
LOTS 280-290 - 4,000 SF
LOTS 290-310 - 4,000 SF
LOTS 310-320 - 5,000 SF
 - IN ORDER TO OBTAIN A BUILDING PERMIT FOR ANY UNITS WITHIN THIS PLAT, ALL BUILDING PLANS SHALL BE REVIEWED FOR COMPLIANCE WITH PARK CITY HEIGHTS DESIGN GUIDELINES, INCLUDING BUILDING MATERIALS, LANDSCAPING, LIGHTING AND OTHER ELEMENTS AS STATED IN THE PARK CITY HEIGHTS DESIGN GUIDELINES.
 - THE FINAL PLAT IS SUBJECT TO THE WATER AND MAINTENANCE AGREEMENT WITH PARK CITY MUNICIPAL CORPORATION, DATED OCTOBER 8, 2014.
 - THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS OF APPROVAL OF ORDINANCE 2014-18.
 - ALL APPLICABLE REQUIREMENTS OF THE LMC, REGARDING FIRE, SOIL, PRESERVATION, FINAL GRADING AND LANDSCAPING SHALL BE COMPLETED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
 - A STORM WATER RUNOFF AND DRAINAGE PLAN SHALL BE SUBMITTED WITH EACH PHASE OF THE PROJECT AND WITH THE BUILDING PLANS CONSISTENT WITH THE AMENDED MPD CONDITIONS OF NOVEMBER 8, 2013 APPROVAL. IT SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO BUILDING PERMIT ISSUANCE.
 - A CONSTRUCTION RECYCLING AREA AND EXCAVATION MATERIALS STORAGE AREA WITHIN THE DEVELOPMENT SHALL BE UTILIZED FOR THIS PHASE AS REQUIRED BY THE MPD CONDITIONS OF APPROVAL.
 - A FINANCIAL GUARANTEE, IN A FORM AND AMOUNT ACCEPTABLE TO THE CITY AND IN CONFORMANCE WITH THE CONDITIONS OF APPROVALS, AMOUNTING TO 100% OF THE VALUE OF ALL REQUIRED PUBLIC IMPROVEMENTS, INCLUDING THOSE PUBLIC IMPROVEMENTS IDENTIFIED IN THE AMENDED MPD, SHALL BE PROVIDED TO THE CITY PRIOR TO BUILDING PERMIT ISSUANCE FOR NEW CONSTRUCTION WITH EACH PHASE. ALL PUBLIC IMPROVEMENTS SHALL BE COMPLETED ACCORDING TO THE CITY STANDARDS PRIOR TO RELEASE OF GUARANTEE. TEN PERCENT OF THE 100% BOND SHALL BE HELD BY THE CITY FOR THE WARRANTY PERIOD AND UNTIL SUCH IMPROVEMENTS ARE ACCEPTED BY THE CITY.
 - TREES, STRUCTURES AND RETAINING WALLS SHALL NOT BE LOCATED WITHIN SWED EASEMENTS, A LANDSCAPE PLAN SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL FOR EACH LOT, PRIOR TO BUILDING PERMIT ISSUANCE FOR THAT LOT.
 - IN ADDITION TO MEETING GREEN BUILDING OR LEED FOR HOMES CHECKLISTS AND IN ORDER TO ACHIEVE WATER CONSERVATION GOALS, EACH HOUSE MUST EITHER: 1) ACHIEVE, AT A MINIMUM, THE SILVER PERFORMANCE LEVEL POINTS WITHIN CHAPTER 8, WATER EFFICIENCY, OF THE NATIONAL ASSOCIATION OF HOME BUILDERS NATIONAL GREEN BUILDING STANDARDS, OR 2) ACHIEVE A MINIMUM COMBINED 18 POINTS WITHIN THE 1) BEST AVAILABLE SET (S2) LANDSCAPING AND 2) WATER EFFICIENCY (WE) CATEGORIES OF THE LEED FOR HOMES CHECKLIST. POINTS ACHIEVED IN THESE RESOURCES CONSERVATION CATEGORIES WILL COUNT TOWARDS THE OVERALL SCORE, AS FURTHER DESCRIBED IN THE PARK CITY HEIGHTS DESIGN GUIDELINES.
 - THIRD PARTY INSPECTION WILL BE PROVIDED. AN INDUSTRY STANDARD THIRD PARTY INSPECTOR SHALL BE MUTUALLY AGREED UPON BY THE CHIEF BUILDING OFFICIAL AND THE APPLICANT PRIOR TO BUILDING PERMIT ISSUANCE. TO PROVIDE THIRD PARTY INSPECTION FOR COMPLIANCE WITH GREEN BUILDING AND WATER CONSERVATION REQUIREMENTS, FINAL CERTIFICATION DOCUMENTING COMPLIANCE SHALL BE PROVIDED TO THE BUILDING DEPARTMENT PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.
 - OWNERS MUST SHOW EVIDENCE OF HOMEOWNERS' PROPERTY INSURANCE COVERAGE (OCCUPANCY) AND HOMEOWNERS' FLOOD INSURANCE (FLOOD INSURANCE RATE MAP #4606C0046, MAP REVISION DATE: MARCH 18, 2008).

PARK CITY HEIGHTS
PHASE 2
A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

RECORDED #
STATE OF UTAH, COUNTY OF SUMMIT, TO BE RECORDED AND FILED AT THE
REQUEST OF
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE _____ SUMMIT COUNTY RECORDER _____

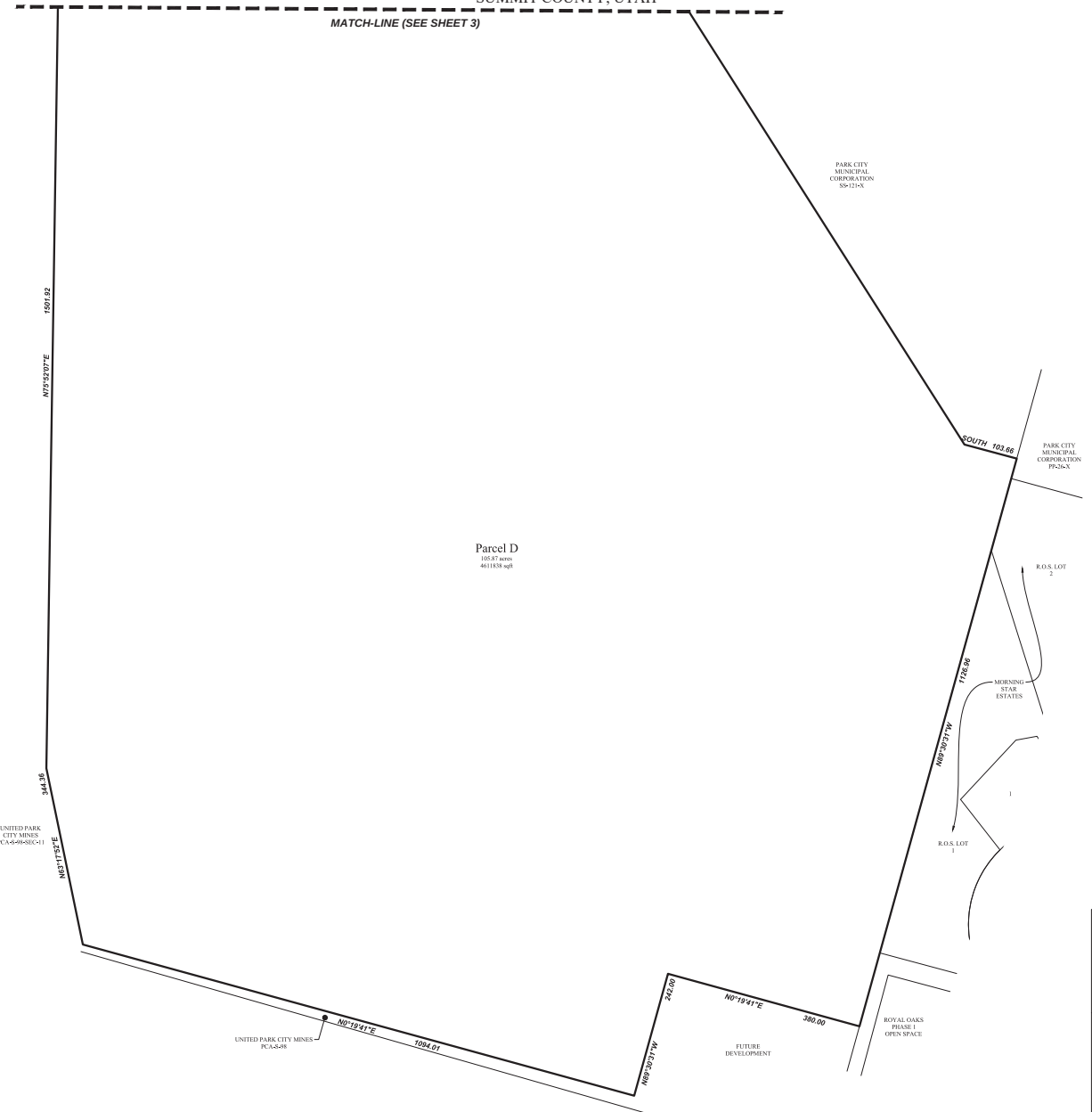
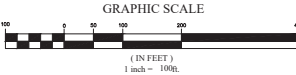
28. OPEN SPACE PARCELS ARE DEED RESTRICTED AS OPEN SPACE, NON-DEVELOPMENT PARCELS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SEE NOTE #4.
29. ALL LOTS CONTAIN A SNOW SHED EASEMENT TO ALLOW THE STORING OF SNOW SHED FROM THE ROOFS OF THE STRUCTURE ON TO THE ADJACENT LOT.
30. CONDITIONAL USE PERMIT IS REQUIRED FOR CONSTRUCTION ON LOTS 205, 206, 214, AND 215 IF BUILDING HEIGHT EXCEEDS 28' FROM EXISTING GRADE TO THE TOP (EDGE) OF THE ROOF.
31. CONDITIONAL USE PERMIT APPLICATIONS SHALL INCLUDE A VISUAL ANALYSIS OF THE PROPOSED HOUSE FROM THE INTERSECTION OF STATE HIGHWAY 24 AND RICHARDSON FLAT ROAD AND FROM THE INTERSECTION OF RICHARDSON FLAT ROAD AND LENOIR WAY AND/OR PIERCE WAY, WHICHEVER LOCATION PROVIDES THE BEST VIEW OF THE LOT, AND FROM THE RAIL TRAIL CROSSING OF RICHARDSON FLAT ROAD.
32. A PLAT NOTE SHALL STATE THAT A FIRE PROTECTION AND EMERGENCY ACCESS PLAN SHALL BE SUBMITTED AND APPROVED BY THE PARK CITY FIRE DISTRICT PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS FOR THIS PHASE. THE FIRE PROTECTION AND EMERGENCY ACCESS PLAN SHALL INCLUDE ANY REQUIRED FIRE SPRINKLER SYSTEMS AND LANDSCAPING RESTRICTIONS WITHIN THE WILD LAND INTERFACE ZONES AND SHALL ENSURE THAT PARK CITY'S ISO RATING IS NOT NEGATIVELY IMPACTED BY THE DEVELOPMENT.
33. MODIFIED 1.0 RESIDENTIAL FIRE SPRINKLERS ARE REQUIRED FOR ALL OCCUPIED STRUCTURES.
34. A NOTE SHALL BE INCLUDED ON THE FINAL PLAT STATING THE FOLLOWING MAXIMUM RESIDENTIAL FLOOR AREA (A) HOUSE SIZES, CONSISTENT WITH THE LMC DEFINITIONS, SHALL APPLY:
4,000 SQUARE FEET FOR LOTS 201 TO 205
5,000 SQUARE FEET FOR LOTS 206 TO 211 AND LOTS 226 TO 239
6,000 SQUARE FEET FOR LOTS 240 TO 255
35. PARCELS A, B, C & D ARE HEREBY DEDICATED AS WATER & STORM DRAIN EASEMENT FOR APPURTENANCES, FACILITIES, PIPE INFRASTRUCTURE AND MAINTENANCE TRAIL & ACCESS.

SHEET 3 OF 4

PARK CITY HEIGHTS

PHASE 2

A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH



SHEET 4 OF 4

PARK CITY HEIGHTS

PHASE 2

A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 2,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH

RECORDED # _____

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE
REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

FEE _____ SUMMIT COUNTY RECORDER _____

PREPARED BY

FOCUS
ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com



April 4, 2019

Park City Planning
Park City Planning Department
Park City, UT 84060

RE: Park City Heights Phase 2 Plat Extension

To Whom It May Concern:

This application is to request a 2 year extension of the final plat approval for Park City Heights phase 2 subdivision. The original approval was May 3, 2019 as PL-17-03552. Ivory Development LLC hereby request a 2 year extension to complete all the improvements associated with the plat.

Sincerely,

Brad Mackay, PE
Ivory Development LLC

Council Agenda Item Report

Meeting Date: May 30, 2019

Submitted by: Elizabeth Jackson

Submitting Department: Planning

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-30, an Ordinance Approving Municipal Code Amendments Regarding Gravel and Landscaping in Title 11 Chapter 15-3 Acceptable Cover, Title 14 Chapter 2-7 Park Strips; Land Management Code Title 15 Chapter 3-3 General Parking and Driveway Standards; Title 15 Chapters 5-1 Policy and Purpose and 5-5(N) Landscaping; and Title 15 Chapter 15-15 Definitions.

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Gravel and Landscape Code Amendments Staff Report and Ordinance](#)

[Public Comments and Exhibits](#)



PLANNING DEPARTMENT

City Council Staff Report

Application: PL-18-04018
Subject: Gravel, Water Wise Landscaping, and Xeriscape Municipal Code Amendments
Author: Liz Jackson, Planner I
Date: 30 May 2019
Type of Item: Legislative – Municipal and Land Management Code Amendments

Recommendation

Staff recommends the City Council review the proposed Municipal Code amendments, open a public hearing, and consider approving the Municipal Code amendments to Titles 11-15-3 and 14-2-7, as well as Title 15 (Land Management Code) Sections 15-3-3, 15-5-1, 15-5-5(N), and 15-15-1 as outlined in the Draft Ordinance.

Description

Project Name: Gravel and Landscaping Municipal Code Amendments
Location: Park City – Citywide
Proposal: Revisions to the Municipal Code defining Gravel, Hydrozoning, and Pervious Surface; replace the term Xeriscape with Water Wise Landscape, and specify appropriate landscaping materials.
Reason for Review: Land Management Code (LMC) Amendments require Planning Commission review and City Council review and action. Municipal Code Amendments require City Council review and action.

Background

The [2014 General Plan's Natural Setting Section](#) includes objectives intended for the City to respect and conserve the natural environment. Objectives directing how the City creates regulations to further this goal include:

- 1) Objective 4.22 (page 55) states, "Protect natural vegetation and require new vegetation to complement the existing vegetative character of a site."
- 2) Objective 5.3 (page 58) states, "Adopt new landscaping requirements (in the LMC) to decrease water utilization and preserve the native landscape."
- 3) Objective 5.20 (page 59) states, "Continue to review and investigate best practices that have the potential of substantially improving the environment."

As Park City aims to be a leader in sustainability and mitigate the impacts of the built environment on the natural environment, staff finds it necessary to update the Municipal Code sections listed in this report to better align with the objectives of the General Plan. This comes due to the City's need to proactively respond to climate change and its impacts on the community and natural environment; staff's research findings of clearer

guidelines regarding sustainable landscaping; and a need to better serve the community by clarifying what is allowed to be used for landscaping and parking area materials.

Staff has been working with Planning Commission, City Council, and community members to update landscape regulations since 2016. This conversation started in conjunction with Recreational Vehicle (RV) parking and storage, as gravel's use as a parking area impacts these regulations. Staff has since decided to separate RV parking to be its own topic. Not only has RV parking received the most public comment and inquiry, but staff has found it necessary to do more thorough research of other communities' regulations of this type of vehicle. To ensure that the City continues to enforce and promote best practices for sustainability and landscaping, staff proposes to move forward with these gravel and Water Wise Landscaping amendments without RV parking included. The amendments are timely as staff consistently reviews grading permits throughout the year, which often propose landscaping and the use of gravel, so combining landscaping and gravel as a separate LMC Amendment is necessary. The redlines proposed in this report relate to landscaping and gravel, and do not include RV parking.

Meetings regarding gravel and landscaping include:

<u>Meeting Date</u>	<u>Summary</u>	<u>Links</u>
July 21, 2016	City Council held work session on the use of throughout the City, focusing on xeriscaping and parking.	Work Session Staff Report (starting on page 18) Minutes (starting on page 4)
October 26, 2016	Planning Commission held work session to discuss parking as requested by City Council. This included a general discussion about gravel in the City.	Work Session Staff Report (starting page 201) Minutes (starting page 49)
April 26, 2017	Additional Planning Commission work session held to solicit feedback on RV parking, gravel, and xeriscaping.	Work Session Staff Report (starting page 83) Minutes (starting page 4)
August 7, 2018	Public open house held to review RV parking, gravel, and Xeriscape/landscape. No public comment received regarding landscaping and gravel.	
October 11, 2018	RV parking work session. Council agreed with staff to separate RV Parking from gravel and landscaping.	Work Session Staff Report (starting on page 4) Minutes (starting on page 1)
November 29, 2018	Update to City Council showing staff's intentions for Municipal Code Amendments	Staff Communication Report

December 12, 2018	Continuation of item to Planning Commission	Staff Continuation Report
April 24, 2019	Planning Commission forwarded a positive recommendation to City Council	Staff Report (starting on page 62) Minutes (beginning on page 16)

The overall direction given to staff, regarding gravel and Xeriscape, at the meetings listed above includes:

- 1) Define hard surfaces;
- 2) Define gravel;
- 3) Using rock for landscaping is a concern, although the community should conserve water;
- 4) Be aware of gravel alternatives and their impacts – grass or sod requires water;
- 5) Consider grandfathering in properties with existing gravel;
- 6) Write code that is easier to enforce;
- 7) Use terms the public can understand;
- 8) Consider how to educate the public on changes.

Not only has staff conducted research on landscaping regulations in similar municipalities to determine appropriate updates to the Municipal Code, but has also collaborated with the City Building, Engineering, and Sustainability Departments to determine which updates can be feasibly regulated.

Community landscape regulations that staff has researched include:

- 1) Summit County, Utah
- 2) Taos, New Mexico
- 3) La Mesa, California
- 4) Sun Valley, Idaho
- 5) Vail, Colorado
- 6) Boulder, Colorado
- 7) Denver, Colorado. Staff members visited the Denver Botanic Gardens in September of 2018 to learn about native and drought tolerant plantings.

On November 29, 2018 City Council approved [Ordinance 2018-59](#). This ordinance added a drought tolerant and native plant material list to be utilized when working in the City rights-of-way and public spaces. This ordinance is in alignment with the Municipal Code amendments proposed in this report, creating a framework for sustainable species to be used in future projects. The plant list is also recommended to the Sustainability Departments for use in applicable projects.

During the April 24, 2019 Planning Commission meeting, the Commission reviewed the proposed LMC Amendments, opened a public hearing, and forwarded a positive recommendation to the City Council. The Planning Commission supported the proposed LMC Amendments with four (4) commissioners in favor and one (1) opposed. The main concerns for the opposing vote being a concern about artificial turf being allowed and to

allow for more flexibility for gravel's use on private property. At this time, staff proposes that the parameters for gravel remain the same as what is stated in the staff report as it lists numerous examples for gravel and stone to be used on a private property. Regarding artificial turf, staff requests that City Councilmembers consider the amendments in the staff report. Staff has added a statement within the proposed amendments that allows for the Planning Director or their designee to determine if artificial turf is appropriate on a site for recreation. Staff finds that limiting a petroleum-based product is in alignment with the City's sustainability goals, but will conduct further research on the product to determine instances where it may be suitable.

Analysis

Staff finds that as the Municipal Code reads currently, regulating gravel and Xeriscape has proven to be problematic. Community members are uncertain of what can be proposed in landscape plans and staff finds it difficult to regulate landscape materials consistently due to the lack of specificity in the Code. If staff cannot utilize the current landscaping regulations effectively, it prolongs the length of time and consistency of application reviews. Sustainability is also an ever present thought for staff as the City strives to be a leader in this area. Being proactive and innovative toward our climate goals, while simultaneously making our regulation and review processes simpler for staff and the community, is the intention of the proposed revisions.

The goals of the proposed revisions include:

- 1) Better define the parameters for regulating landscaping materials for Park City residents; and
- 2) Lessen the impacts of landscaping on neighborhoods and the natural environment; and
- 3) Continue efforts to reduce water use by utilizing concepts of Water Wise Landscaping; and
- 4) Address the directions given to staff by the Planning Commission and City Council, as listed in the Background section of this report.

Revision Topic 1: Gravel

Gravel is not defined and is often argued by permit applicants on what it classifies. When gravel is used as a ground cover without a majority of plantings, it can negatively impact public services, safety, the surrounding environment, and the natural aesthetic of the community. Examples of this include, but are not limited to:

- 1) When used as a ground cover in the right-of-way or near a driveway, gravel encourages parking on impervious surfaces. This is not allowed per Municipal Code Title 15-3-3(B).
- 2) When parked or driven on, gravel is easily displaced onto the road. This is troublesome for snow removal, hazardous for cyclists, and difficult to remove from the water system when washed into the storm drains.
- 3) Without the inclusion of plantings, a majority gravel landscape:
 - a. Is out of place aesthetically among the natural, mountain environment of Park City;

- b. Can accumulate organic matter which looks unappealing if not cleaned out regularly, detracting from the character of the neighborhood;
 - c. Can allow gathering of organic matter to decompose and grow weeds, if not maintained.
- 4) Bark and other organic mulches can improve the soil on which they are placed through aeration and water absorption, whereas gravel does not have the same effect.¹
- 5) Gravel and stone have less of an impact on urban heat island effect if plants are included in the landscape design.² As this effect raises temperatures, which has negative impacts on the environment³, utilizing at least 50% of plantings in mulches and gravel are less likely to add to this heat island effect. Plantings also add to the aesthetic and cohesiveness of the neighborhood, as opposed to a lot covered predominantly in gravel and other mulches.

Revision Topic 2: Xeriscape

The City aims to promote drought tolerant and native landscapes, conserving water and reducing negative impacts of non-native and invasive species on Park City's environment. Municipal Code Title 15-15 defines Xeriscape as "A landscaping method developed especially for arid and semiarid climates utilizing water-conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation)." Staff has found that this definition is confusing for community members. Many interchange Xeriscape with Zeroscape, which is often defined as a yard that uses gravel or dirt and contains little to no plantings. Zeroscape is not an allowed method of landscaping per the Municipal Code. Staff has experienced community members erroneously arguing that landscaping only consisting of rocks is Xeriscape.

In order to address the Planning Commission and City Council's points of direction listed in the Background section of this report, staff proposes to:

- 1) Specify the minimum diameter of stones allowed in City rights-of-way as four inches (4"). Stones this size or greater have been determined by the Engineering Department to be less likely to transfer into the road. Additionally, larger stones are less likely to encourage parking on a pervious surface.
- 2) Define Hydrozoning, Gravel, and Pervious Surface.
 - a. Hydrozoning is a technique that plants with similar water needs be placed in the same areas, reducing excess water usage. Other communities utilize this technique to limit water waste.
 - b. Defining Gravel and Pervious Surface will better clarify the size of gravel stones that can be used for landscaping and that they cannot be used for parking.
 - c. Staff also proposes to replace the term Xeriscape with Water Wise Landscape/Landscaping, and refine its definition to be clearer for

¹ Njue, G. (2016, March 4). *Hort Notes: Selecting the Right Landscape Mulch*. Retrieved from <http://ag.umass.edu/landscape/news/hort-notes-selecting-right-landscape-mulch>.

² Moss, W. *Heat Island Effect*. Retrieved from <https://garden.org/learn/articles/view/4389/>.

³ Environmental Protection Agency (EPA). *Heat Island Impacts*. Retrieved from <https://www.epa.gov/heat-islands/heat-island-impacts>.

members of the public and staff. The goal of this update is to clarify what a Water Wise Landscape is and what is considered appropriate for landscaping on private property, specific to the climate and growing season in Park City. Staff has found that landscape materials can affect not only the homeowner, but the neighborhood and surrounding ecosystem, so proper material selection is critical to have as little impact on the community and the natural environment as possible.

- 3) Specify the circumstances when gravel is appropriate in a landscaped area. Staff recognizes that gravel can be beneficial when utilized as a pathway, patio, drainage, and as a method of defensible space (i.e. wildfire suppression). Utilizing gravel as a ground cover, and not in a manner listed above, is not considered landscaping, detracts from the aesthetic of Park City neighborhoods, and would not be code compliant.
- 4) Suggest appropriate plant materials and stipulate the percentage of plantings to be used in a Water Wise Landscape. This is not only intended to limit invasive and non-native species, but lessen the impact of ground cover heat retention by requiring a greater ratio of plantings to keep the Water Wise Landscape areas cool. This will assist in limiting urban heat island effect due to plants' ability of transpiration (i.e. releasing a cooling vapor into the atmosphere). Utilizing Water Wise and native species will conserve water, add to the aesthetic of the lot and neighborhood, and further the City's mission of respecting and conserving natural landscapes.
- 5) Regulate artificial turf. Although it does not need to be watered, artificial turf can do significant damage to soil beneath it and can get extremely hot. Furthermore, artificial turf is petroleum-based and only partially biodegradable⁴. Staff has determined that adding a restriction on artificial turf to deck space only will limit urban heat island effect and help to maintain the aesthetic of Park City by not allowing artificial turf on the majority of a site.
- 6) Require WaterSense labeled smart irrigation controllers to limit water usage and waste. The City currently utilizes WaterSense controllers to limit water waste on select City owned properties and participates in the Utah Water Savers Smart Controller Rebate Program that offers rebates for homeowners if they purchase an eligible WaterSense smart controller.
- 7) Implement these revisions moving forward on new and revised projects, and respond to complaints filed with the City. Complaints about the Land Management Code are directed to the City's Code Enforcement officers to review. Code Enforcement is primarily complaint based.

Staff finds that the proposed amendments to the Municipal Code will clarify the City's landscape plan review process, enable staff to consistently regulate community members' landscaping, and further the City's efforts of water conservation and native landscape preservation.

⁴ Australia, Department of Local Government, Sport, and Cultural Industries. Chapter 7 of the Natural Grass vs Synthetic Turf Surfaces Study Final Report. Retrieved April 1, 2019 from <https://www.dsr.wa.gov.au>

In conjunction with the proposed amendments, the Planning, Building, Engineering, and Sustainability Departments drafted a combined policy to explain how the City regulates select ground covers and plantings within private landscapes, grading, driveway materials, and City rights-of-way encroachments (see Exhibit C). This policy outlines frequent topics that arise when the City is reviewing permit applications and enforcing the Municipal Code, and furthers staff's efforts of more efficient application review. Staff has also created a landscape plan checklist (see Exhibit D) to be included in Building Permit applications, which will make plan submittals simpler for community members and more efficient for staff to review. This checklist is in alignment with the proposed amendments in this report.

Staff has attached a complete set of redlines applicable to gravel, Water Wise Landscaping, and Xeriscape as Exhibit A to this staff report.

Process

LMC amendments are processed according to LMC § 15-1-7. Amendments to the LMC require Planning Commission review and recommendation and City Council review and adoption. City Council final action may be appealed to a court of competent jurisdiction per LMC § 15-1-18. A public hearing is required by both the Planning Commission and City Council, with proper notice.

Department Review

This report has been reviewed by Sustainability, Public Utilities, Legal, and Community Development Departments.

Notice

Legal notice of a public hearing was posted in the required public spaces and public notice websites and published in the Park Record by April 6, 2019, per the requirements of the Land Management Code.

Public Input

- 1) Public input has been provided in the past during Planning Commission and City Council meetings, and at the City-held open house noted in this report. One comment was received regarding gravel. It is included as Exhibit B.
- 2) Staff sent out an email on April 5, 2019 to select Landscape Architects and members of the public that had expressed interest in gravel and landscaping Municipal Code and LMC amendments in the past, informing them that these amendments were going to be reviewed by the Planning Commission. Three responses were received and are also included as Exhibit B.

Recommendation

Staff recommends the City Council review the proposed Municipal Code amendments, open a public hearing and consider approving Municipal Code amendments to Titles 11-15-3 and 14-2-7, as well as Title 15 (Land Management Code) Sections 15-3-3, 15-5-1, 15-5-5(N), and 15-15-1 as outlined in the Draft Ordinance.

Exhibits

Exhibit A – Draft Ordinance

Exhibit B – Public Comment

Exhibit C – Policy of Planning, Building, and Engineering Departments regarding Landscaping, Grading, Driveways Material Use, Encroachments / Retaining Walls in Rights of Way (ROW) and Private Lands

Exhibit D – Building Permit Landscape Plan Checklist

AN ORDINANCE AMENDING TITLES 11, 14 AND 15 OF THE MUNICIPAL CODE OF PARK CITY, UTAH, SPECIFICALLY AMENDING SECTIONS 11-15-3 ACCEPTABLE COVER, 14-2-7 PARK STRIPS, 15-3-3 GENERAL PARKING AREA AND DRIVEWAY STANDARDS, 15-5-1 POLICY AND PURPOSE, 15-5-5 ARCHITECTURAL DESIGN GUIDELINES, AND 15-15-1 DEFINITIONS

WHEREAS, the Municipal Code was adopted by the City Council of Park City, Utah to promote the health, safety and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, the Municipal Code Title 11 reserves the City's authority to regulate landscaping and maintenance of soil cover within Park City; and

WHEREAS, the Municipal Code Title 14 implements standards of trees and landscaping within Park City; and

WHEREAS, the Land Management Code is codified as Title 15 of the Municipal Code and implements the goals, objectives and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Municipal Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; and to preserve and protect the community's visual and environmental character; and

WHEREAS, the proposed Municipal Code amendments enhance the landscape standards for water conservation and to maintain the aesthetic experience of Park City; and

WHEREAS, these proposed Municipal Code amendments were reviewed for consistency with the Park City General Plan; and

WHEREAS, the City Council finds that the proposed changes to the Municipal Code are necessary to update existing zoning regulations to better conserve natural resources within Park City;

WHEREAS, the Planning Commission duly noticed and conducted public hearings at the regularly scheduled meetings on April 24, 2019 and forwarded a recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at the regularly scheduled meeting on May 30, 2019.

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

SECTION 1. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY- TITLE 11 – Section 11-15-3; TITLE 14 – Section 14-2-7; and TITLE 15 – Sections 15-3-3, 15-5-1, 15-5-5, and 15-15-1. The recitals above are incorporated herein as findings of fact. The applicable Sections of Title 11, Title 14, and Title 15 of the Municipal Code of Park City are hereby amended as redlined in Attachment A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this ____ day of _____, 2019

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Attachment A

11-15-3 Acceptable Cover

- A. All areas within the Soils Ordinance Boundary where real property is covered with six inches (6") or more of "approved topsoil" defined in Section 11-15-2 (B) must be vegetated with grass or other suitable vegetation to prevent erosion of the 6" topsoil layer as determined by the Building Department.
- B. Owners ~~who that~~ practice **Water Wise Landscaping** ~~"xeriscape"~~ as defined in the Land Management Code 15-15 are allowed to employ a weed barrier fabric if the property is covered with six inches (6") of rock or bark and maintained to prevent soil break through.
- C. As used in this Chapter, "soil break through" is defined as soil migrating through the fabric and cover in a manner that exposes the public and shall be deemed in violation of this Chapter.
- D. As used in this Chapter, **Water Wise Landscaping** – as defined in the Land Management Code 15-15 – within the Soils Ordinance Boundary remains subject to the regulations within this Chapter. ~~"xeriscape" is defined as a landscaping practice that uses plants that grow successfully in arid climates and a landscaping design intended to conserve City water resources.~~

14-2-7 Park Strips

No portion of any park strip shall be paved or surfaced except sidewalks and driveways. ~~No portion of any park strip or Right-of-Way may contain Gravel. Any rock used must be at least four inches (4") in diameter.~~ A park strip is defined as the portion between the front or side lot line and the actual or designated curb line.

15-3-3 General Parking Area And Driveway Standards

Off-Street parking shall meet the following standards:

A. GRADING AND DRAINAGE.

- 1. Parking Areas must be Graded for proper drainage with surface water diverted to a specified Area approved by the City Engineer, to keep the Parking Area free of accumulated water and ice.
- 2. Adequate control curbs must be installed to control drainage and direct vehicle movement.
- 3. Parking Area drainage must be detained on Site, treated if required under NPDES (National Pollution Discharge Elimination Standards), and channeled to a storm drain or gutter as approved by the City Engineer.
- 4. Driveways must not exceed a fourteen percent (14%) Slope.
- 5. Drives serving more than one Single-Family Dwelling shall provide a minimum twenty foot (20') transition Area at no greater than two percent

(2%) Slope beginning at the back of the curb, or as otherwise approved by the City Engineer, in anticipation of future Street improvements.

- B. **SURFACING**. Parking Areas and driveways must be Hard-Surfaced, **impervious**, maintained in good condition, and clear of obstructions at all times. See Required Setback Exceptions in Chapter 2 for further drive and parking requirements in specific Zoning Districts.

15-5-1 Policy And Purpose

As a community dependent upon the tourism industry, the atmosphere and aesthetic features of the community take on an economic value for the residents and Property Owners of Park City.

It is in the best interests of the general welfare of the community to protect the aesthetic values of the community through the elimination of those architectural styles, and those Building and Landscape materials, which, by their nature, are foreign to this Area, and this climate, and therefore tend to detract from the appearance of the community.

Most of Park City's Main Street and many homes in Park City's older neighborhoods are listed on the National Register of Historic Places as well as being locally designated as Historic Sites, which is a point of considerable importance to the tourism industry. New Development, while distinct from surrounding Historic Sites, should not detract from them. Park City is densely developed due to the shortage of level, buildable land.

The effect of one Development is felt on the community as a whole. It is the policy of the City to foster good design within the constraints imposed by climate, land ownership patterns, and a Compatible architectural theme.

It is also the intent of this section to encourage lighting practices and systems which will minimize light pollution, glare, and light trespass; conserve energy and resources while maintaining night time safety, utility, and security; and curtail the degradation of the night time visual environment.

It is recognized that the topography, atmospheric conditions and resort nature of Park City are unique and valuable to the community. The enjoyment of a starry night is an experience the community desires to preserve. The City of Park City, through the provisions herein contained, promotes the reduction of light pollution that interferes with enjoyment of the night sky.

It is also the intent of this section to encourage and implement water conservation practices for landscaping, **as it is in the public's best interest to conserve water resources and promote Water Wise Landscaping**. Park City is in a mountainous, semi-desert environment where much of the precipitation occurs as snow during the winter

months and the highest demand for water occurs during the summer months. The largest single water demand is for irrigation of landscaping. The use of ~~Water Wise Landscaping~~ ~~Xeriscaping~~ will protect the health, safety, and welfare of the community from impacts of water shortages likely to occur during cycles of drought. ~~Xeriscaping~~ ~~Water Wise Landscaping~~ is a concept of landscaping with plants that use little or no supplemental irrigation and are typically native to the region. The concept also requires water conserving irrigation practices, such as drip irrigation, ~~Hydrozoning~~, and effective mulching with plant based mulches.

15-5-5(N) Landscaping

LANDSCAPING. A complete landscape plan must be prepared for the limits of disturbance area for all ~~Building Permit applications and Historic District Design Review projects for all exterior work that impacts existing vegetation within the limits of disturbance~~ Development activity. The landscape plan shall utilize the concept of ~~Xeriscaping~~ ~~Water Wise Landscaping~~ for plant selection and location, irrigation, and mulching of all landscaped areas. The plan shall include foundation plantings and ground cover, in addition to landscaping for the remainder of the lot. The plan shall indicate the percentage of the lot that is landscaped, ~~and~~ the percentage of the landscaping that is irrigated, ~~the type of irrigation to be used, and Hydrozones~~. The plan shall identify all existing Significant Vegetation. ~~The plan shall also identify the 50 percent (50%) of any Water Wise Landscaped area comprised of appropriate plants, trees, and shrubs. Any proposed boulders or rocks greater than two inches (2") in diameter and Gravel must be identified.~~

Materials proposed for driveways, parking areas, patios, decks, and other hard-scaped areas shall be identified on the plan. A list of plant materials indicating the botanical name, the common name, quantity, and container or caliper size and/or height shall be provided on the plan. ~~Refer to the Municipal Code of Park City Title 14-1-5 for a City approved Plant List. A diverse selection of plantings is suggested to provide plantings appropriate to the Park City climate and growing season, to provide aesthetic variety and to prevent the spread of disease between the same species. Artificial turf is generally only allowed on Deck areas. The Planning Director or their designee may determine the use of artificial turf in a limited quantity on a property, including recreation and/or active play areas. Artificial turf's installation shall not pool water and be installed to allow for drainage.~~

Areas of mulch shall be identified on the plan. Approved mulches include natural organic plant based or recycled materials. ~~Stone-based mulch is not permitted. Gravel is only allowed in the following applications: as an approved walkway, patio, drainage plan, and/or defensible space. The Planning Director or his/her designee may determine if proposed defensible space areas are not required to include plantings. Any Gravel or~~

stone within the HRL, HR-1, HR-2, HRM, HRC, or HCB Zoning Districts must meet the requirements of Park City's Design Guidelines for Historic District and Historic Sites. Gravel is not an allowed surface for parking, ground cover on berms or finished grade with a ratio greater than 3:1, within platted or zoned open space, or as a material in parking strips or City rights-of-way.

To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved to be removed, based on a Site Specific plan, Conditional Use, Master Planned Development, or Historic District Design Review approval, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. The Forestry Manager or Planning Director may grant exceptions to this if upon their review it is found that equivalent replacement is impossible or would be detrimental to the site's existing and/or proposed vegetation. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size. Where landscaping does occur, it should consist primarily of native and drought tolerant species, drip irrigation, and all plantings shall be adequately mulched.

A detailed irrigation plan shall be drawn at the same scale as the landscape plan including, but not limited to: a layout of the heads, lines, valves, controller, backflow preventer, and a corresponding legend and key. Landscaped areas shall be provided with a WaterSense labeled smart irrigation controller which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shut-off capabilities.

Irrigated lawn and turf areas are limited to a maximum percentage of the allowed Limits of Disturbance Area of a Lot or Property that is not covered by Buildings, Structures, or other Impervious paving, based on the size of the Lot or Property according to the following table:

Lot Size	Maximum Turf or Lawn Area as a percentage of the allowed Limits of Disturbance Area of the Lot that is not covered by Buildings, Structures, or other Impervious paving
Greater than one (1) acre	25%
0.50 acres to one (1) acre	35%

0.10 acres to 0.49 acres	45%
Less than 0.10 acres	No limitation

Where rock and boulders are allowed and identified on the Landscape Plan, these shall be from local sources. All noxious weeds, as identified by Summit County, shall be removed from the Property in a manner acceptable to the City and Summit County, prior to issuance of Certificates of Occupancy.

15-15-1 Definitions

GRAVEL. Round rock or crushed stone less than two inches (2”) in diameter.

HYDROZONING. Landscaping technique in which plants, trees, and shrubs with similar water needs are planted in the same area.

PERVIOUS SURFACE. A surface that presents an opportunity for water to infiltrate or percolate into the ground.

WATER WISE LANDSCAPE/LANDSCAPING ~~XERISCAPE~~. A landscaping method developed especially for arid and semiarid climates, utilizing water-conserving techniques (such as the use of drought-tolerant plants, mulch, and efficient irrigation) that reduces the need for supplemental irrigation. “Xeriscape” is a form of Water Wise Landscaping. Plants, trees, and shrubs that are appropriate to the local climate are used, and care is taken to avoid losing water to evaporation and run-off. A Water Wise Landscape is a mix of plantings, boulders, and other landscaping materials with at least fifty percent (50%) of the landscaped area containing plants, trees, and shrubs. The use of mulch coverings, organic or stone-based, without fifty percent (50%) plantings does not constitute a Water Wise Landscape.

EXHIBIT B Public Comment 1 of 4

Tippe Morlan

From: Marianne Cone <chapcone@gmail.com>
Sent: Sunday, August 05, 2018 8:17 AM
To: Tippe Morlan
Subject: New Parking Surface

Follow Up Flag: Follow up
Flag Status: Completed

I will be at the Open House on Tuesday but I wanted you to explore this parking surface, which is a brilliant concept for a permeable but sturdy surface for parking vehicles. It is especially appropriate for vehicles without motors where there is no toxic substance which might leak into the ground water. The product representative has promised to send me a sample by Tuesday and I will share that with you.

My husband and I personally installed and used this material at our lot in Old Town and it has held up for 10 years without a problem.

I am out of town until Tuesday afternoon and will see you at the meeting.

Marianne Cone

<http://www.invisiblestructures.com/gravelpave2/>



Gravelpave2 porous gravel paver allows you to park, drive, walk, or ride on a beautiful decorative gravel surface.

Porous Gravel Paver

- Pervious Load Bearing Surface
- Stormwater Pollution Filtration and Treatment
- Heat Energy Reflection Reduction, "Cool" Surface
- Tree Growth within Parking Areas
- 15,940 psi Compressive Strength (2.29 million psf / 109,906 kPa) – see test
- Large Rolls for Easy Installation
- 92% Void Space for Increased Porosity and Gravel Integrateion

Applications

- All Parking Aisles and Bays
- Handicap Parking Spaces
- Automobile and Truck Storage Yards
- All Service and Access Drives
- Loading Dock Areas
- Trails for Multiple Uses
- Boat Ramps
- Outdoor Bulk Storage Areas
- Infiltration Basins
- High-Use Pedestrian Areas



*Gravelpave2 consists of a geotextile fabric injection molded to the ring and grid structure. Gravelpave2 comes in **four colors** to match your **aggregate fill**. Gravelpave2 also requires a base course (not shown).*



Unlimited traffic volume, low speed parking lots are perfect for Gravelpave2.

Gravelpave2 is a structure to provide heavy load bearing support and true containment of gravel to create a [porous](#) surface with unlimited traffic volume and/or duration time for parking. The system can be used for storage and filtration of rainwater. For example, a cross-section with an 12" deep base course (at 20% void space) and the one inch of Gravelpave2 (at 35%) would store 2.75" of rain. Although bacteria concentrations are lower than with [Grasspave2](#), polluted runoff and [vehicle drippings](#) are consumed prior to reaching the water table.



Gravelpave2 has been tested as a wheelchair accessible surface (ADA) for use in public spaces such as the Pentagon Memorial, Arlington, VA. [View the Test.](#)

32 12 43 Porous Flexible Paving

Gravelpave2 is listed in the Construction Specifiers Master Spec Format predominantly in Section **32 12 43** [Porous Flexible Paving](#). You may also place it in the 1995 Master Format Version in section **02795** [Porous Pavements](#).

Sizes

Manufactured in 1 square meter units (3.3' x 3.3') or quarter-meter units (1.65 feet x 1.65 feet) and assembled into [rolls](#). Please view our [Roll Chart](#) for dimensions. [Some curves](#) can be achieved without cutting.



Gravelpave2 makes an attractive and [permeable](#) roadway at the National Garden in Washington, D.C..

Gravelpave2 Estimator

Elizabeth Jackson

From: Sally Cousins Elliott <sallycousinselliott@gmail.com>
Sent: Friday, April 5, 2019 1:58 PM
To: Elizabeth Jackson
Subject: Re: Landscape and Gravel LMC Proposed Amendments

Thanks. I'm good on the gravel issue. It's just motorhomes seasonally parked in driveways.

On Fri, Apr 5, 2019 at 11:54 AM Elizabeth Jackson <elizabeth.jackson@parkcity.org> wrote:

Hello everyone,

I wanted to keep you in the loop as you had expressed interest in our updates to the Park City Land Management Code (LMC) regarding landscaping and gravel. We will be taking our updates to the Planning Commission on 4/24/19. To be clear, **this will not include amendments regarding parking of recreational vehicles (RVs)**. The proposed updates are regarding Water Wise Landscaping, gravel in general, and general landscaping.

We will publish the agenda and packet the Friday (4/19/19) before that meeting, which will include the staff report for the LMC amendments. You can find that information on this [page](#), when the packet is published. The packet will be under Planning Commission tab for the 4/24/19 meeting date. See image of site below.

EXHIBIT B Public Comment 3 of 4

Elizabeth Jackson

From: Seth Bockholt <seth@bockholtla.com>
Sent: Monday, April 8, 2019 1:49 PM
To: Elizabeth Jackson
Subject: RE: Landscape and Gravel LMC Proposed Amendments
Attachments: gravel planting edge.jpg; crusher fine patio.jpg

Liz, Sorry for the delay. I responded to you Friday, and took off for the weekend. My email got kicked back to me due to file size (attached images have been reduced) and I didn't notice till now.

Let me clarify.

We think mineral mulch should be allowed. Understanding that there are a couple variants of how I have seen this code interpreted by PCMC planners over the years..."A" rock in the right of way has been a focus and disallowed in all scenario's and "B" Landscape meaning planters, and not paths or patios, so rock allowed in some cases.

Generally we think mineral or rock mulch should be allowed depending upon the size of rock used regardless of the location it is used. We discourage the use of rock 1" to 12" (larger sizes are more or less considered boulders) in planters & Right of way for the following reasons:

1. They seem not to fit with the sense of place in this mountain community, and belong mainly in desert-scapes. They are really a bi-product of the extraction industry spread over the surface.
2. They create anaerobic soils (especially when used in conjunction with weed barrier fabric) which is not conducive intentionally planted long-term vegetation. Rather, dust and debris gather in the crevice's becoming a gestation bed for invasive weeds over the top of weed barrier and rock.
3. The rocks, when disrupted by plows during snow removal often become dangerous projectiles from car tires. If rock and weed barrier are used, and the plow snags...the entire weed blanket the length of a property frontage can be pulled out creating extensive damage.

Because of 3&4 above we discourage the use of weed-barrier unless you are talking about a pathway. Ban Weed-barrier not rocks.

We do encourage the use of small size (1" minus) mineral mulch for creating permeable landscape elements in lieu of concrete or asphalt. This can be in the design of roads, drives, patio's, paths, drip strips below roofs, banding along roadside, and even typical landscape edging.

For example a 3/8" minus Crushed rock can be compacted to a patio, and even edge between lawn and plantings. Example pics attached.

As far as Saline damage to landscapes go, this is a very big concern in our area of practice, and plants and trees suffer much damage. The research shows that the best way to mitigate saline in soils is through flushing. This means inundating the grounds alongside roads, and walks with water in the spring to dilute the saline. When this is planned for and executed, larger size organic mulches such as bark float and migrate downhill. Mineral mulch because of its density doesn't do that as much. And in both cases established vegetation is the best reduction of that erosion potential.

Hope that helps. I will plan on paying close attention to this as it develops.

Seth Bockholt, PLA GRP ASLA

Principal Landscape Architect + Planner

435.649.3856 | seth@bockholtla.com | www.Bockholtinc.com



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From: Elizabeth Jackson <elizabeth.jackson@parkcity.org>
Sent: Friday, April 5, 2019 1:06 PM
To: Seth Bockholt <seth@bockholtla.com>
Subject: RE: Landscape and Gravel LMC Proposed Amendments

Thanks Seth. We appreciate your feedback. To be clear, are you saying the “permeable patios, paths, or banding along drives to mitigate damage to landscape from snow removal implements and chemical/ saline runoff from impermeable surfaces” are problematic or are you saying they should be allowed?

Liz

From: Seth Bockholt [<mailto:seth@bockholtla.com>]
Sent: Friday, April 5, 2019 1:00 PM
To: Elizabeth Jackson
Subject: Re: Landscape and Gravel LMC Proposed Amendments

Thank you Liz. As you may already know our main issue is not gravel or stone un the landscape per se, but mineral mulch such as decomposed granite, crushed vines or chatt used to make permeable patios, paths, or banding along drives to mitigate damage to landscape from snow removal implements and chemical/ saline runoff from impermeable surfaces.

I think the city agrees permeable surfaces are always preferable to impermeable; however under the current code, more impermeable surfaces are the result.

Seth Bockholt PLA GRP ASLA
Principal Landscape Architect + Planner

www.bockholtinc.com

Sent via the Samsung Galaxy Note8, an AT&T 4G LTE smartphone

----- Original message -----

From: Elizabeth Jackson <elizabeth.jackson@parkcity.org>
Date: 4/5/19 11:54 AM (GMT-07:00)
To:
Subject: Landscape and Gravel LMC Proposed Amendments

Hello everyone,

I wanted to keep you in the loop as you had expressed interest in our updates to the Park City Land Management Code (LMC) regarding landscaping and gravel. We will be taking our updates to the Planning Commission on 4/24/19. To be clear, **this will not include amendments regarding parking of recreational vehicles (RVs)**. The proposed updates are regarding Water Wise Landscaping, gravel in general, and general landscaping.

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384

Available Archives

 City Council

 Historic Preservation Board

 Planning Commission

2019

2018

Name	Date	Duration	Agenda	Minutes/Closed Captioning Text	Audio	Agenda Packe
Planning Commission	March 27, 2019 - 5:21 PM	02h 30m	Agenda		Audio	Agenda Pac
Planning Commission	March 13, 2019 - 5:58 PM	01h 12m	Agenda		Audio	Agenda Pac
Planning Commission	February 27, 2019 - 5:22 PM	01h 36m	Agenda	February 27, 2019 Minutes	Audio	Agenda Pac
Planning Commission	February 13, 2019 - 5:26 PM	01h 23m	Agenda	February 13, 2019 Minutes	Audio	Agenda Pac
Planning Commission	January 23, 2019 - 5:23 PM	00h 59m	Agenda	January 23, 2019 Minutes	Audio	Agenda Pac
Planning Commission	January 09, 2019 - 5:23 PM	01h 08m	Agenda	January 9, 2019 Minutes	Audio	Agenda Pac

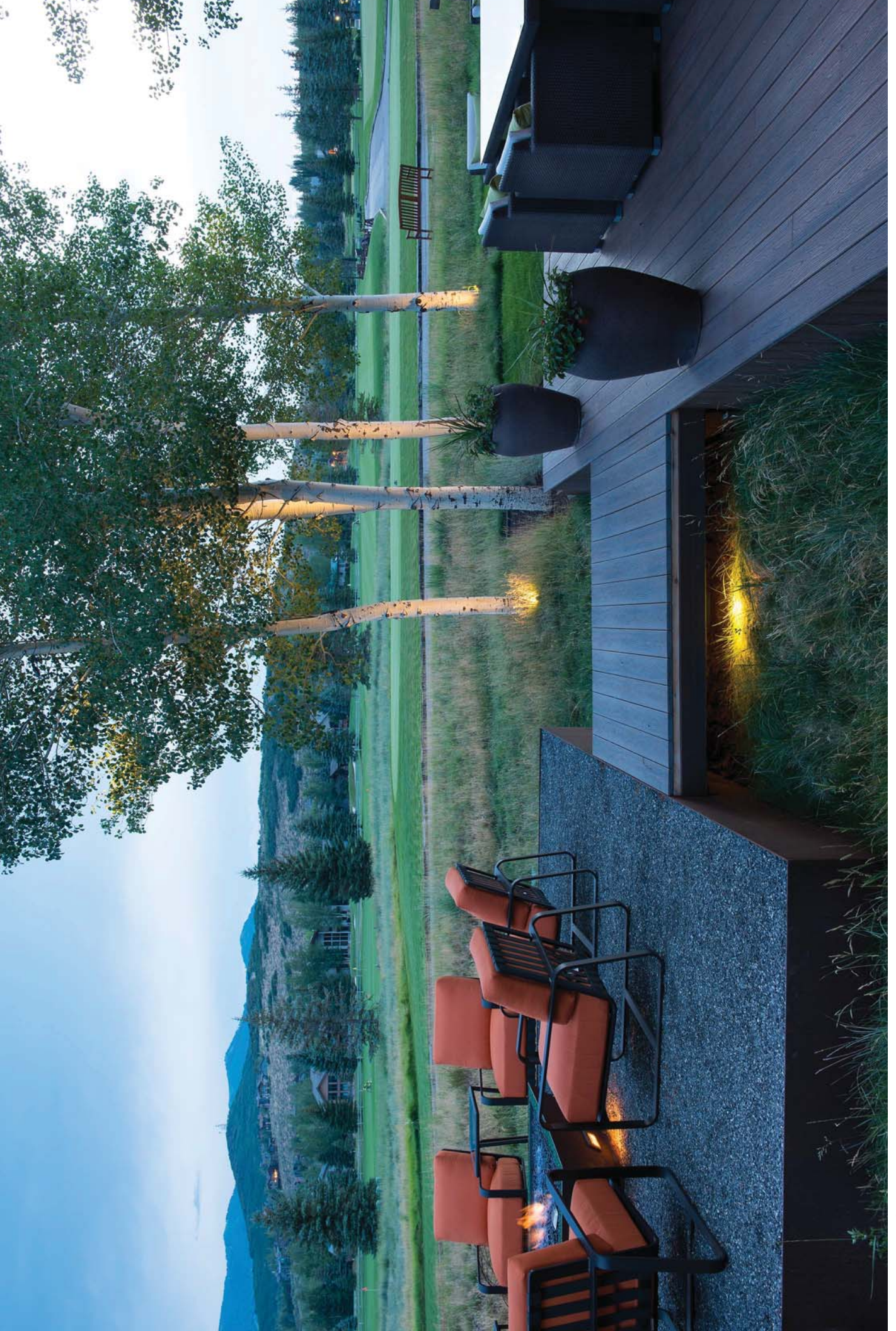
Let me know if you have questions. If you have comments, please send them to me the Tuesday prior to the meeting (4/23/19).

Liz Jackson
Planner

Park City Planning Department
435-615-5065
PO Box 1480
Park City, UT 84060



Disclaimer: The Planning Department strives to give the best customer service possible and to respond to questions as accurately as possible based upon the information provided. However, answers given at the counter and/or prior to application are not binding and they are not a substitute for formal Final Action, which may only occur in response to a complete application to the Planning Department. Those relying on verbal input or preliminary written feedback do so at their own risk.





Elizabeth Jackson

From: Seth Bockholt <seth@bockholtla.com>
Sent: Thursday, April 11, 2019 1:20 PM
To: Elizabeth Jackson
Subject: Salinity Issue
Attachments: USU Saline Soils.pdf

Hi Liz, here is a doc from USU that helps build a case for mineral mulch banding along paved surfaces to increase drainage, allowing Salinity to be more easily diluted...keeping a healthier landscape.

Regards,

Seth Bockholt, PLA GRP ASLA
Principal Landscape Architect + Planner
[435.649.3856](tel:435.649.3856) | seth@bockholtla.com | www.Bockholtinc.com



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Reviewed December 2010

SOLUTIONS TO SOIL PROBLEMS

I. High Salinity (soluble salts)

Vernon Parent, Washington County Extension Agent
Rich Koenig, Extension Soil Specialist

Salinity is a measure of the total amount of soluble salts in soil. As soluble salt levels increase, it becomes more difficult for plants to extract water from soil. Some plants are more resistant than other's, but as the salt levels exceed their ability to extract water, they become water stressed. This is known as *chemical drought*, since affected plants show visual symptoms similar to those plants suffering from a lack of water.

Solutions to Soil Problems is a series of short fact sheets targeting common soil problems in Utah landscapes. Other publications in the series can be found on the Utah State University Extension web site (extension.usu.edu) under *Publications*.

Saline (high salt) soils are common throughout Utah due in part to the arid climate and inadequate rainfall necessary to leach salts out of the plant root zone. Higher salt concentrations can be created by poor soil drainage, improper irrigation (short increments, often), irrigation water with high levels of salts (house water run through a water softener), when excessive amounts of fertilizer, manure or compost are applied, or when de-icing salts used on sidewalks and roads run off and enter the soil.

MEASURING SOIL SALINITY

A commercial testing laboratory can measure soil salinity for a few dollars per sample. Contact a local county Extension office for information on collecting soil samples and sending them to a laboratory for analysis. It is not possible to measure soil salinity with home test kits. Since soil salinity is a common problem throughout Utah, it is important to have soils tested before making large and expensive landscape plantings.

Soil salinity is expressed as the electrical conductivity of solution extracted from the soil at water saturation. Salinity values are given in units of millimhos per centimeter (mmhos/cm) or decisiemens per meter (dS/m). Soil salinity values below 1 dS/m are normal in



Turf damage created by deicing salts running off a sidewalk.

Utah. Salinity values above 2 dS/m begin to cause problems with salt sensitive plants, and values above 4 dS/m are problems for many garden and landscape plants.

LIVING WITH SALINE SOILS

Plants vary widely in their salinity tolerance. One method of addressing a soil salinity problem is to select and plant salt-tolerant vegetation in saline soil areas. Table 1 lists common garden and landscape plants and their tolerance to soil salinity.

Table 1. Salinity tolerance of some common garden and landscape plants.^a

Low tolerance (< 2 dS/m)		Medium tolerance 2 to 4 dS/m		High tolerance 4 to 6 dS/m	
Beans Cabbage Carrot Celery Sweet corn, Lettuce, Onion Sugar/red maples Scots/Scotch pine	Peas Peppers Potato Radish Turnips Most tree fruit and berries Norway spruce	Broccoli Melons Cauliflower Cucumber Boxelder, London planetree Firs Oaks Walnut	Spinach Squash Pumpkin Tomato Kentucky bluegrass Blue spruce Pines Cottonwoods Honeylocust	Asparagus Tall fescue Buffalograss Bermudagrass	Beets

^aFor a more comprehensive list of plant salinity tolerance see the publication AG-SO-03, *Salinity and Plant Tolerance*. For complete listings of the tolerance of trees to saline soil conditions see publication NR 460, *Selecting and Planting Landscape Trees* (Utah State University Extension web site: extension.usu.edu).

RECLAIMING SALINE SOILS

Soluble salts can be leached (washed) from the soil if there is adequate drainage and a clean source of irrigation water available. Drainage is essential for reclaiming saline soils since water must move *through* the soil, (rather than run off the surface), to leach salts below the plant root zone. If the soil is poorly drained because of compaction, a restrictive layer such as a plow pan, poor structure, or fine (silt or clay) texture, first till the soil and add an amendment like organic matter to improve drainage. A subsurface (tile) drain may also be necessary in high clay soils or in areas with a high water table.

Once drainage has been established, apply clean irrigation water to the site to leach salts. A rule of thumb for leaching salts is to apply 6 inches of water to reduce salinity levels by 50%, 12 inches to reduce salinity levels by 80%, and 24 inches to reduce salinity levels by 90%. Based on the initial soil test, estimate the amount of water necessary to reduce salinity to desirable levels for the plants to be grown. The total amount of water necessary should be applied over a period of several days.

Sprinklers can be used to leach salts as long as the system is cycled on and off to minimize runoff. Flood irrigation is also effective if the area is level, and a berm or basin can be created to contain the water.

Utah State University is committed to providing an environment free from harassment and other forms of illegal discrimination based on race, color, religion, sex, national origin, age (40 and older), disability, and veteran's status. USU's policy also prohibits discrimination on the basis of sexual orientation in employment and academic related practices and decisions.

Utah State University employees and students cannot, because of race, color, religion, sex, national origin, age, disability, or veteran's status, refuse to hire; discharge; promote; demote; terminate; discriminate in compensation; or discriminate regarding terms, privileges, or conditions of employment, against any person otherwise qualified. Employees and students also cannot discriminate in the classroom, residence halls, or in on/off campus, USU-sponsored events and activities.

This publication is issued in furtherance of Cooperative Extension work, acts of May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture, Noelle E. Cockett, Vice President for Extension and Agriculture, Utah State University. AG/Soils/2003-01

The Departments of Planning, Building and City Engineer Joint Combined Policy Directive

Landscaping, Grading, Driveways Material Use, Encroachments / Retaining Walls in Rights of Way (ROW) and Private Lands

Effective June 6, 2018

The following is a summary of the combined agreements between the named Departments.
Please refer questions to the appropriate Department:

- For questions regarding buildings or Structures contact Building Department
- For questions regarding Grading, Landscaping Plant Materials, including rocks and gravel on private property contact Planning Department.
- For questions regarding Rights of Way or City Property, including driveways, materials, encroachment, contact City Engineer.
- For all other questions, contact Planning Department.

- Installing or replacing landscaping (plants, trees, ground covers) on private property does not require a permit, except as below:
- If a Development Activity is underway (defined as a Building Permit or Grading Permit) the landscaping must be approved as part of the required permit. For the purposes of a Grading Permit, ground disturbance or vegetation removal /disturbance of more than 500 square feet or 25% of a Yard area, a permit is required. On slopes greater than 30% a Grading Permit is always required.
- Any work in the Right of Way, requires a Permit from the City Engineer, including placement of landscaping materials, rock or gravel or plant materials. No rock less than 4" in diameter is allowed in Right of Way on slopes greater than 3 horizontal to 1 vertical.

- Gravel is defined as rock material less than 2" in diameter. Rock is rock material 2" or greater. Rock smaller than 4" in diameter is not allowed in Right of Way.
- Gravel is currently prohibited in Landscape Plans except for pathways, drains (e.g. French drains), and within 10 feet of the perimeter of a Structure for reduction of wildfire damage risk.
- Parking on gravel is prohibited.
- All areas with the Park City Soil Ordinance Boundary must comply with ground cover and excavated material cover requirements. Parking on hard surface is required.
- Hard Surface Parking is defined as asphalt, concrete, or similar "impervious surfaces". Impervious means that no fluids from vehicles may be transmitted to ground water through the surface. Pavers are acceptable outside Soils Ordinance Boundary. Turf block is allowed for driveway to a legal Parking Area (except within the Soil Ordinance Area) but not for parking areas.
- Turf Block, or similar may not be allowed to expand a driveway width within the Right of Way.
- No grading, landscaping, recreation equipment or similar is allowed in platted open space or City property.



PLANNING LANDSCAPE PLAN REVIEW CHECKLIST

Park City Municipal Corporation, Planning Department, 445 Marsac Avenue, Park City, UT 84060

planning@parkcity.org, 435-615-5060



Please check off all boxes. Planning will not review plan submissions without this checklist first being complete. This checklist should be in conjunction with a current Building Permit that is completely filled out and signed with all applicable documentation (i.e. HOA approval letter, property owner signature, etc.). By signing this form the applicant is also confirming that they have reviewed the most current plat recorded with [Summit County](#) and this plan is designed in accordance with any restrictions on the property. Planning Department reserves the right to determine adequacy of plans/information submitted and may require further information. Ground disturbance is not allowed outside of property lines or an approved Limits of Disturbance, whether determined by a plat or permit. A landscape plan is required for any Development Activity that requires a permit. Replacement of approved plant materials or irrigation without additional grading may not require a landscape plan. Contact the Building Department at 435-615-5100 to confirm if a permit is needed. If other permits are required, it is the responsibility of the applicant to obtain the forms needed to avoid a STOP WORK ORDER.

TODAY'S DATE:

PROJECT ADDRESS/LOCATION:

Building Permit # _____ - _____ - _____

TYPE OF WORK

Brief Written Description – State entire scope of work

- ☐ SFD
☐ Demo/Rebuild
☐ Addition ☐ Grading
☐ Other _____

LANDSCAPE PLAN: Site plan is required for all building permits that require Planning approval. Please check the following minimum:

This permit may require multiple site plans that separate plantings, grading, and/or irrigation if the required information becomes unclear for the plan reviewer to interpret. The Planning Department will only review and approve application information, construction documents, and/or plans drawn upon suitable material. These documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that it will conform to the provisions of applicable codes, relevant laws, ordinances, rules and regulations, as determined by the Chief Building Official and/or Planning Director. Any area disturbed on the site that is not proposed in the landscape plan must be replaced in-kind and be in conformance with Land Management Code Section 15-5-5(N).

- ☐ Every drawing should be at 1":20', 1":30', or larger scale (1/8" or 1/4"), include a north arrow, location of project; name, email, and phone number of the **property owner and contractor/landscape architect**, property lines with corners clearly indicated.
- ☐ Existing and proposed landscape, natural, and built features compared to proposed changes clearly called out. This includes:
- All plant materials labeled or keyed to the plant list and the quantity for that group shown.
 - Complete plant list showing botanical name, common name, quantity, size and spacing.
 - Identify significant vegetation that is being removed and demonstrate where it will be replaced, as defined by Land Management Code (LMC) 15-5-5(N).
 - All constructed features such as roads, sidewalks, paving, retaining walls, building pad(s), fences, planters, dumpster pads, and recreation facilities.
 - Seed mix for ground cover listed, if applicable.
 - All ground cover materials listed and shown on plan, existing and proposed. Gravel/rock mulch is not an allowed ground cover.
 - Plant materials make up at least 50% of proposed landscape areas (i.e. area is not only covered in bark mulch or sod, must incorporate other plant materials).
 - Outdoor lighting locations and lighting fixture details listed. Must be down-directed and shielded per LMC 15-5-5.
 - Hydrozone locations and information table including watering frequency per month per zone.
- ☐ All easements, encroachments, and setbacks required for front, sides and rear (measured from property line). Generally, this information is easily obtainable if the lot is part of a platted subdivision.
- ☐ Grading plan including:
- Proposed and existing grades at no greater than 5' (five foot) contour intervals with the "limits of disturbance" clearly delineated.
 - Spot elevations for buildings, intersections, high and low points, etc.
 - Any special grading considerations such as streams, easements, drainage channels, retaining walls, etc.
- ☐ Irrigation plan that includes a layout of proposed heads, lines, valves, controller and backflow preventer with corresponding legend and key.

Please keep copies of your submitted plans, should any revisions need to be resubmitted to the Building Department.

I certify that I have completed this form to the best of my knowledge. It is recognized that Planning may provide additional comments and/or need more information upon further review of the submitted plans. Please keep copies of your submitted plans, should any revisions need to be resubmitted to the Building Department. 393

Print Name:

Signature:

Date: