



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
March 27, 2025**

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

Zoom Link: <https://us02web.zoom.us/j/88493936697>

CLOSED SESSION - 2:45 p.m.

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

WORK SESSION

3:10 p.m. - 2025 Planning Commission Applicant Interviews

CLOSED SESSION

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. For-Hire Licensing Changes
2. City Manager and City Attorney Review Policy Modifications
3. Main Street Water Line Replacement Project - Spring 2025

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

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from March 13, 2025

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Approve a New Health Insurance Policy with Regence Blue Cross Blue Shield and Select Health, for Park City Municipal Employee Health Insurance Not to Exceed \$7,003,444.32 in Year One

VI. OLD BUSINESS

1. Consideration to Adopt the Treasure Hill Conservation Easement
(A) Public Input (B) Action
2. Consideration to Approve a New Level 5 Special Event Permit from the Park City Song Summit, in a Form Approved by the City Attorney's Office
(A) Public Hearing (B) Action

VII. NEW BUSINESS

1. City Enterprise Funds' Financial Overview
(A) Public Input
2. Single Family Water Rate Discussion
(A) Public Input

VIII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**



City Council Staff Report

Subject: Planning Commission Interviews
Author: Michelle Downard
Department: Executive Department
Date: March 27, 2025

Summary Recommendation

The City Council should briefly interview Planning Commission applicants to help appoint three seats.

Background

Public bodies play an important role in the inclusion of community members and stakeholders in the administration of City policy, programs, and initiatives. When community members are included in local government decision-making, they are more likely to trust and improve government actions--participation fosters a sense of ownership, as their voices and experience shape public policies and programs.

The Planning Commission, specifically, consists of seven members who serve four-year staggered terms that expire in July. Members serve until a successor is appointed and must be residents of Park City and reside within Park City for at least 90 days before being appointed.

The Planning Commission reviews development applications for consistency with the General Plan and Land Management Code, acting on land use applications, plats, Conditional Use Permits, and Master Planned Developments. The Planning Commission also reviews and forwards recommendations to the City Council for Land Management Code amendments, annexations, zoning, and General Plan updates.

Planning Commission	Term Expiration
Sarah Hall	Jul-24
William Johnson	Jul-24
Laura Suesser	Jul-25
Henry Sigg	Jul-26
John Frontero	Jul-26
Rick Shand	Jul-27
Christin Van Dine	Jul-27

[PCMC 15-12-1](#) establishes that Planning Commission members are appointed by the Mayor with the advice and consent of the City Council and states that alternate members may be appointed. [PCMC 15-12-4](#) requires appointments to fairly represent the interests of all residents of the community.

More recently, on September 1, 2022, the City Council adopted [Ordinance No. 2022-30](#), amending Planning Commissioner qualifications as follows:

Members of the Planning Commission shall be residents of Park City and have resided within the City for at least ninety (90) days prior to being appointed. *There should be a priority for at least one Planning Commissioner to be a land use professional, including but not limited to experience in construction, planning, architecture, or real estate development.*

Analysis

The Mayor and Council will consider filling three seats (Hall, Johnson, and Suesser), and the effective dates and term lengths (may include four-year terms or terms of varying lengths to maintain staggering).

Applicant interest was strong, with 14 eligible applications received. They include Bill Johnson, Casey Christ, Christopher O'Neill, Claudio Brasca, Derek Fossey, Grant Tilson, Jake Dewey, Jeffrey Pierce, Katherine Kendall, Robert Carey, Sarah Hall, Seth Beal, Suzanne Rosenberg, and Tyler Greene. The Council is scheduled to interview applicants during the March 13 and 27, 2025, Council meetings.



City Council Staff Communications Report

Subject: Summary of For Hire Licensing Changes
Author: Mindy Finlinson, Finance Manager
Department: Finance
Date: March 27, 2025

Summary

Pursuant to recent question from the City Council regarding the For-Hire licensing program, we prepared the following summary below

On [November 21, 2019](#) the City amended [Title 4-8, For-Hire Ground Transportation](#) and [Title 9, Parking Code](#) after months of stakeholder meetings and a [November 7, 2019](#) work session where Council gave direction to:

- Establish a *Ground Transportation* Business License which simplifies the licensing process for **local** for-hire ground transportation businesses; and
- Create a drop, load, and staging (DLS) permit in short-term zones designated for such purposes.

These changes, as noted below, came on the heels of significant technological and regulatory changes in the industry as a whole.

Title 4-8

In 2015, the City identified *Transportation* as a Community Critical Priority. Around this time, significant shifts occurred within the transportation or for-hire/ride-share industry, which exacerbated public safety concerns and contributed to increased traffic and congestion. Notably, the rise of Transportation Network Companies (TNCs) such as Uber and Lyft followed the Utah State Legislative exemption from municipal licensing under [SB 294](#). The growth of ride-sharing companies and the accompanying legislative shifts significantly altered the way people move between destinations in a short period of time, and municipal governments were understandably cautious to expand regulation.

One immediate consequence of the legislative change was the rapid obsolescence of local regulations for Park City based For-Hire companies. The number of For-Hire licenses issued by Park City drastically dropped following the legislative preemption. In 2014, for example, the City issued 125 For-Hire licenses covering 803 vehicles; by 2019, this had reduced to just 80 For-Hire licenses and 101 vehicles.

In response, the changes made to Title 4 in 2019 sought to modernize the licensing approach for For-Hire Ground Transportation businesses, aligning it more closely with the requirements of other political subdivisions and reducing regulation. The revised Code introduced a For-Hire Ground Transportation License for local businesses (physical presence within City limits), as well as a reciprocal licensing system, allowing non-local providers to be licensed in one jurisdiction within Utah.

Furthermore, the updated licensing requirements now include minimum [statutory requirements](#) (same as TNCs), such as insurance coverage and driver qualifications, including background checks, a limit of no more than three moving violations, and the City's right to request driver documentation or background check records at any time. The responsibility for compliance rests with the business, which is required to provide 24-hour notice if any driver is arrested for a disqualifying offense. These changes were designed to foster a more equitable marketplace for various types of transportation services—local For-Hire, shuttles, TNCs, and others—while maintaining fundamental safety standards consistent with Utah State Code.

Since the adoption of these revisions in 2019, Park City now issues 6 Ground Transportation Business Licenses annually, which are exclusively for local companies who have a physical presence within City limits.

Title 9

The amendments to Title 9 (specifically regarding licensing) now require a Park City For-Hire Ground Transportation license, or an equivalent license, in order to purchase a DLS Zone Permit. The following documentation is accepted as proof of compliance:

1. A Park City Municipal For-Hire Ground Transportation license
2. A ground transportation license from another jurisdiction with similar regulatory requirements (reciprocal license)
3. A valid contract with a TNC company
4. A business license from a hotel or similar organization

The DLS program is designed to capture only those applicants who are required to provide proof of a valid ground transportation license and insurance in order to obtain a permit. Citations are issued to vehicles that do not have the DLS permit, and the Park City Police Department enforces moving violations for those staging in the roadway.

The Park City Police Department remains committed to responding to and investigating any reports of taxi drivers operating or soliciting business without proper licensing. Such complaints are uncommon, typically arising during peak holiday periods or large-scale events. Each case is carefully investigated on an individual basis.

Barring any additional changes by the Utah Legislature, we recommend no changes to the existing For-Hire licensing program.

City Council Staff Communications Report

Subject: City Manager and City Attorney Review Modifications

Author: Sarah Mangano

Department: Human Resources

Date: March 27, 2025

Summary

On June 20, 2024, the City Council adopted a new [Standard Operating Procedure](#) (SOP) for City Manager and City Attorney performance reviews. Pursuant to the SOP, Modifications must be reviewed and adopted by June 30th for the next fiscal year.

Last year, the Human Resources Department implemented several performance-review best practices across the organization. These include but are not limited to, requiring managers to provide more frequent and direct feedback (quarterly) and using more focused scoring criteria and performance evaluation categories. In general, providing employees with regular, direct, and actionable feedback encourages growth and development, reduces miscommunication, and increases accountability.

As noted, our process follows a quarterly review process, including 6-12 multiple-choice questions and a written comments section, and utilizes a 5-point rating scale:

Definitions

①	②	③	④	⑤
UNSATISFACTORY	NEEDS SUPPORT	MEETS ALL EXPECTATIONS	EXCEEDS EXPECTATIONS	SENSATIONAL
Unable to complete the necessities of the role. May need to separate employment.	Work is inconsistent. Missed deadlines. Or is brand new within this type of role and is ramping up to full potential. May require additional training or support.	Reliably produces quality work. Regularly meets all deadlines and is an asset to the team. Is exactly what is described in the job description.	Continually takes initiative. Demonstrates strong comprehension of projects. Displays leadership qualities. Is consistently an expert within the role.	Consistently develops innovative solutions to problems/processes. Is a significant contributor to the team. May have outgrown the role as is or is ready for enhanced responsibilities/promotion.

Currently, the City Manager and City Attorney follow an annual review process with the Mayor and Council at the end of the fiscal year (July – August). We propose revising their review process to align with the rest of the organization. This would require the Mayor and Council to conduct quick quarterly reviews and check-ins during February, May, August, and November using our performance management system. The proposed questions follow the format for other City staff (Exhibits A & B),

Exhibits

Exhibit A: City Manager Review Questions

Exhibit B: City Attorney Review Questions

City Attorney Review Questions	City Attorney Review Score
Continuously executes the responsibilities and traits identified in the job description.	1-5
Develops operational strategies designed to implement the City Council's objectives.	1-5
Sets high performance standards and holds City departments accountable to those standards.	1-5
Takes ownership for the successes and misses within the City.	1-5
Effectively collaborates with relevant stakeholders when implementing Council's strategic vision and objectives.	1-5
Creates opportunities for professional growth or advancement for individuals and departments in the organization.	1-5
Informs the Council, residents, and stakeholders on behalf of Departmental or time-sensitive objectives.	1-5
Capable of making and defending difficult decisions in the best interest of the City.	1-5
Does not accept status quo.	1-5

*All review questions have space to add comments by the employee and manager(s).

City Attorney Review Questions	City Attorney Review Score
Continuously executes the responsibilities and traits identified in job description.	1-5
Develops legal strategies and recommends actions and provides options considering the legal framework. Gives timely and clear estimates and projections of legal impact from potential actions.	1-5
Sets high performance standards and holds their department accountable to those standards.	1-5
Provides the City with legal counsel and is proactive in litigation and risk management.	1-5
Is available to address legal questions from Mayor, Council, City Manager and staff.	1-5
Participates in City Council and other meetings, representing the City with common sense, tact, and diplomacy while helping to foster open and responsive government. Informs of legal risks of proposed actions.	1-5
Facilitates training on OPMA, GRAMA, ethics, land use, and other legal issues.	1-5
Does not accept status quo.	1-5

*All review questions have space to add comments by the employee and manager(s).



City Council Staff Communications Report

Subject: Main Street Water Replacement Update
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities
Date: March 27, 2025

Summary

Due to an increase in water main breaks on Main Street, the Public Utilities team, in coordination with the Historic Park City Alliance and swift approvals by the City Council (*January 16, 2024, [New Business](#), p. 159, March 07, 2024, [Old Business](#), p. 125, and September 5, 2025, [Old Business](#), p. 444*) can continue with the Main Street Water Line replacement project ahead of the original schedule.

Crews completed Phases I and II of this three-phase project on Main Street in November 2024, ahead of the proposed three-year schedule. At the request of the Historic Park City Alliance, the City's Public Utilities team accelerated the project schedule by adding work in Fall 2024 to reduce the required work in Spring 2025. Accelerating the project timeline aims to decrease impacts to Main Street businesses and sidewalks in June 2025, when the area generally sees an increase in visitors.

During Phases I and II of the project, in Spring and Fall 2024, crews successfully installed the water main line from Heber Avenue to Swede Alley and all individual service lines from Heber Avenue to 5th Street, leaving only service lines from 5th to Swede Alley remaining to be replaced.

Phases I and II were completed on budget for \$1.9M and \$1.8M respectively. Phase III has a budget of \$1.8M, for a total replacement cost of all phases to be \$5.6M, compared to the original estimate of over \$7M. Crews will return on March 24, 2025, to begin mobilizing materials and equipment in preparation for replacement work beginning March 30.

Phase III, from 5th Street to Swede Alley, will include installation of individual service lines to buildings and will disrupt sidewalk access at times. Business access will remain in place. Installing individual service lines is more labor intensive than the installation of the main line was last fall. Work this Spring will move at a slower pace as crews work carefully around extensive utilities located near the sidewalk, and tie in new lines into the building plumbing.

The Public Utilities team anticipates that working through the Spring shoulder season will reduce impacts to sidewalk travel, businesses, and visitors ahead of the summer season. City staff will continue to work with HPCA to keep businesses updated about work this Spring.

The work area is scheduled to run between 5th and 4th Streets during the month of April, with 5th Street (near the Post Office) switching directions to be one-way heading east to aid with traffic flow.

Crews will then begin working from 4th Street to Swede Alley in the month of May, at which point the 5th Street one-way direction will return to normal. At the conclusion of the water work in June, the Streets Department plans to slurry seal Main Street from Heber Avenue to Swede Alley ahead of the July 4th parade. More information and project updates can be found on the project website here:

<https://www.parkcity.org/about-us/main-street-area-projects/main-street-water-line-replacement>.



PARK CITY COUNCIL MEETING MINUTES - DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

March 13, 2025

The Council of Park City, Summit County, Utah, met in open meeting on March 13, 2025, at 2:00 p.m. in the Council Chambers.

Council Member Toly moved to close the meeting to discuss property at 2:02 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

CLOSED SESSION

Council Member Toly moved to adjourn from Closed Meeting at 3:05p.m. Council Member Parigian seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

WORK SESSION

2025 Planning Commission Applicant Interviews:

Mayor Worel and the City Council members interviewed Sarah Hall, Christopher Onell, Grant Tilson, Bill Johnson, Jeffery Pierce, and Kathrine Kendall. It was noted the other applicants would be interviewed at the March 27th meeting.

Council Member Ciraco moved to close the meeting to discuss personnel at 4:43 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

CLOSED SESSION

Council Member Dickey moved to adjourn from Closed Meeting at 5:10 p.m. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Bill Ciraco Council Member Ryan Dickey Council Member Ed Parigian Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Mayor Worel announced Deer Valley had requested that New Business Item Three be continued.

Council Member Rubell asked Council if they favored directing staff to bring budget proposals with the following considerations: providing golf season passes for 84060 residents. Council Member Toly asked if there would be different levels of passes for county residents. Council Member Rubell stated that could be something staff could consider. Mayor Worel asked if full-time Park City employees could access that as well. Council Member Rubell noted the same benefits weren't extended to public service employees like the Fire District and he asked that they get consideration. The Council agreed to discuss it. Council Member Rubell asked the Golf Department to come back with an assessment of the golf course and with recommendations for capital and operational investments. Matt Dias, City Manager, indicated the Golf Team was working on a 5-year capital improvement plan and they could look at operational as well. The Council agreed to discuss it. Council Member Rubell asked for a discussion on having professional firms perform the analysis. Dias indicated there wasn't enough time to send this outside the organization with a three-week turnaround, but it could be considered as a funding recommendation.

Council Member Rubell was disappointed with an editorial in the newspaper on the SR224 BRT program by High Valley Transit. He noted the Council just had a meeting

1 on this and he felt their concerns were heard. HVT issued a response in the newspaper
2 with the opposite perception. Council Member Ciraco stated he felt like the City and
3 HVT were collaborating on this project, so the editorial was shocking. He hoped the
4 issues could be resolved. Mayor Worel indicated she would visit UDOT as part of a
5 group to determine how the plan could be changed without jeopardizing the funding and
6 she looked forward to that conversation. Council Member Dickey felt those project
7 questions were important. He wanted to make sure the liaisons talked to UDOT to
8 inform decisions. Council Member Rubell hoped to be frank in what the City wanted and
9 then work within those bounds.

10
11 Council Member Toly reviewed at the last meeting there was an appeal board
12 discussion and the Planning Director sent the Council a memo of all the land
13 management things the Planning Commission had worked on since 2024 when the
14 Council and Planning Commission had a joint meeting. She hoped the document could
15 be published on the Planning Department webpage as a working document. She also
16 asked that the City Manager's plan align with the LMC. The Council agreed for the
17 document to be on the Council webpage. Council Member Toly also noted Thelma
18 Uriarte passed away and honored her by saying she was a pillar in the community. Her
19 husband was also a former Council member and Mayor.

20
21 Council Member Parigian was disappointed with the State Legislature for prohibiting the
22 display of Pride flags at government and school facilities. He suggested incorporating
23 rainbows into a version of the City logo, and asserted it was a symbol of luck, equality,
24 and inclusion. Council Member Dickey shared Council Member Parigian's concern with
25 the law and he agreed with those sentiments, but he didn't know about putting a
26 rainbow on the City logo. Council Member Toly didn't want to change the logo but she
27 felt there should be a conversation on this subject. Council Member Rubell thought it
28 was a creative idea and suggested asking staff to look at what options were available to
29 support the community. Council Member Ciraco was proud of how the City supported
30 marginalized groups. He asked to see all the things the City currently did to support
31 these groups and discuss what else could be done. Margaret Plane, City Attorney,
32 stated they would look at the bill and determine options available for the City.

33
34 Mayor Worel indicated the City, county, and senior center had a 3-way memorandum of
35 understanding (MOU) that was reviewed annually. She was impressed with how the
36 center was run and congratulated them.

37
38 **Staff Communications Reports:**

39
40 **1. Main Street Resurfacing Program:**

41
42 **2. December Sales Tax Report:**

43
44 **3. Park City Police Department - 2024 Annual Report:**
45

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

3
4 Mayor Worel opened the meeting for any who wished to speak or submit comments on
5 items not on the agenda.
6

7 Alex Cimos eComment: "I am writing to express my opposition to the request by the
8 developers of Deer Valley Ski Area to form public improvement district/s for the
9 development of their business property. I ask all of you to vote against approval. The
10 redevelopment of Deer Valley Resort is for the benefit of an out-of-state corporation and
11 private investors seeking the greatest amount of profit that can be extracted from their
12 property through its association with the history and esthetics of our community. Our
13 community is a place where the citizenry lives, but few derive their living. Park City is a
14 daily commuter destination for thousands of people employed in tourist industries- our
15 population triples in size every morning. The State of Utah has their fingers in our city
16 and county operations and pushes our growth because they greedily desire the tax
17 revenue that we generate for the rest of the state. Allowing DVC access to public bonds
18 for their development will only allow them to overbuild their project. From
19 groundbreaking it will draw additional day workers and ultimately droves of tourists that
20 will further stretch the ability of our infrastructure and services to accommodate. Any
21 purported benefits to our community offered by DVC such as their transit center or
22 worker housing contributions are primarily to service their customers and benefit their
23 own business. These "community benefits" will not offset the additional impact of this
24 development project and will end up costing the taxpayers far more in the long run. The
25 increased revenues from taxes that government entities are already counting will soon
26 be absorbed to pay for the additional cost of supporting such a huge industry in our
27 small town. The citizens of Park City do not need a larger resort, more tourists, more
28 traffic, more commuters, more concerts and sporting events, additional traffic lights,
29 higher prices, and crowding in our public facilities to enhance our quality of life. A PID is
30 only requiring Parkites to pay for our own pain. Our town is already bursting at the
31 seams from nearly year-round tourism and the cost of living in our town is onerous.
32 Please vote against allowing the resorts to overbuild by subsidizing their profits through
33 taxpayer investment."
34

35 Mayor Worel closed the public input portion of the meeting.
36

37 **IV. CONSIDERATION OF MINUTES**

38
39 **1. Consideration to Approve the City Council Meeting Minutes from February 13**
40 **and 14, 2025:**

41
42 Council Member Toly moved to approve the City Council meeting minutes from
43 February 13 and 14, 2025. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute an Agreement in a Form Approved by the City Attorney's Office with Cache Valley Electric Co. for the Installation of an ABB Pantograph Overhead Charge System for Battery Electric Buses at 1616 Shortline Rd, Not to Exceed \$309,183.72:

Council Member Dickey moved to approve the Consent Agenda. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VI. OLD BUSINESS

1. Consideration to Approve Funding Recommendations for the FY25 Public Service Contracts:

Hans Jasperson, Budget Analyst, and Molly Miller and Chris Neff, Nonprofit Services Advisory Committee members, presented this item. Jasperson indicated other committee members were in the audience. Miller reviewed the committee makeup. Neff praised Jasperson for all his work in keeping the committee running effectively. He stated there was \$956,000 in funding requests. The committee recommended \$393,000 in DEI contracts and \$245,500 in public service contracts for FY25. For FY26 and FY27, they recommended \$552,500 in public service contracts per year and \$86,000 in emergent community needs per year.

Miller reviewed the process for determining grants and how the applications met the Council's priorities. Neff noted a maximum grant amount of \$50,000 was set in order to help as many entities as possible. Miller stated most of the funds went to critical needs. Other requests that were valued in the community, but were not essential, were not funded. She indicated these grants were two-year contracts and Year Two funding would be granted after a review of the entities' impact reports.

Mayor Worel thanked the committee and noted their professionalism. Council Member Rubell stated it was nice to see how the process evolved. He referred to the Council's priorities and asked if they were weighted in the scoring. Jasperson stated the priorities were the threshold for the applicant to be considered for funding. Then the committee scored them based on the critical need, crucial benefit, exceptionally clear outcomes, and clear budget criteria. Council Member Rubell stated some organizations that applied already received funding from the City for other reasons, including the school district, Mountain Mediation, PC Tots, Youth Sports Alliance, and the senior citizens. He

1 referred to the applications that didn't receive funding and thought some of them should
2 receive funding, including Special Olympics, NAC, Arts Council, Egyptian Theatre, and
3 Big Brothers and Big Sisters. He suggested that the duplicative grants should be
4 reallocated to these services.

5
6 Council Member Ciraco felt the committee's work was fantastic. He had some of the
7 same questions as Council Member Rubell and was concerned there were many
8 entities wanting funding. There were organizations that were great at fundraising, but
9 some didn't have the resources to raise funds. He asked that the committee look at
10 those organizations that couldn't do that themselves.

11
12 Council Member Toly agreed the committee was dedicated and hardworking. She
13 expressed concern about the arts organizations not receiving any funding. She hoped to
14 add more funding for some of the applicants who didn't receive funding. Council
15 Member Dickey also questioned the PC Tots' application and wanted to hear more
16 about that. Council Member Parigian asked who set the \$50,000 limit for grants.
17 Jasperson stated he looked at what had been given historically and there was nothing
18 over \$50,000 so they set that limit so more organizations could receive funds. Council
19 Member Parigian felt the grants were given out disproportionately. He thought denying
20 funds to arts and mental health sent the wrong message. He suggested that funding for
21 seniors should be part of the core services. He asked how many organizations didn't
22 meet the eligibility criteria, to which Jasperson stated one organization. Then in the first
23 round, another organization didn't make it. Council Member Parigian wanted to see
24 some of these grants tweaked.

25
26 Mayor Worel asked what percentage of the City budget could be allocated for these
27 grants. Margaret Plane stated no more than 1% of the City budget could be allocated,
28 so the City could allocate more than \$1 million. Mayor Worel indicated there was
29 interest in funding unfunded areas. She asked if Council agreed to allocate more funds.
30 Council Member Rubell agreed the seniors should just be part of the City budget and
31 they could discuss that during the budget cycle this year. He didn't want to fund the
32 school district. He could fund the Education Foundation. The school district took the
33 biggest portion of residents' property taxes so he would defund that. He would also
34 lower the PC Tots funding by half and cross off the sliding scale program. Then allocate
35 that \$64,000 to the Arts Council, Special Olympics, NAC, Park City Film, and Egyptian
36 Theatre.

37
38 Council Member Dickey stated the Council changed the criteria, the committee applied
39 their own lens, and then there was a miss regarding the arts. The arts was not critical
40 like a food pantry, but it was a priority. He thought the challenge was the Council
41 empowered the committee and asked if the Council could give broader direction to the
42 committee and let them decide how to allocate those funds. Council Member Parigian
43 wanted to give every applicant something since they were all beneficial to the
44 community. Council Member Rubell asked the committee to look at these concerns and
45 come back with a recommendation. Jasperson stated there were two sets of

1 recommendations, one for the rest of FY25 and asked if that was good as-is. He also
2 noted the emergent needs grant for FY26 and asked if the committee should look at
3 that. Mayor Worel felt it was important to hold money back because they didn't know
4 what would come up in the next year that would need funding. Council Member Rubell
5 asked the committee to look at all three years, and asked if the FY25 was discretionary
6 allocations. Jasperson stated the last time the contracts were approved was FY24 for
7 two years. If the money wasn't used this year it would not roll over, but the \$250,000
8 was not recommended for any organization in FY25. Council Member Dickey was fine
9 with that with the exception of PC Tots and pushing that to FY26 to take a closer look at
10 pulling up some of Tier 2 allocations into Tier 1. He supported the Education
11 Foundation.

12
13 Mayor Worel opened public input.

14
15 Elizabeth Novak, Park City Senior Citizens, thanked the Council for the
16 recommendations from the committee. This was a multiyear funding commitment and it
17 would enhance the activities of the center. There were over 600 members, and the
18 funding would enable an executive director to take it to the next level. The arts program
19 in the community was important and many of the senior programs targeted arts and
20 mental health. They were interested in hearing the Council discuss the next steps for
21 the senior center and felt they were doing an exemplary job.

22
23 Vincent Novak 84098 stated the RAP Culture Committee at the county was over-
24 subscribed and unfortunately the answer was to allocate more money for the arts.

25
26 Wendy Carrigan, Live Like Sam, thanked the committee for the transparency of the
27 process and the committee members' diligence. Their questions provided insight in how
28 her program would move forward. One thing that was impressive is they looked at
29 urgent and essential services. Kids were struggling, and they recognized that.

30
31 Jocelyn Scudder, Executive Director of Park City Summit County Arts Council,
32 acknowledged the time and effort that went into this process. She was happy to hear
33 the support from the Council for the arts. She knew funds were limited and she agreed
34 with the allocations. The Arts Council was putting together a master plan and she asked
35 if the arts fit into this process or if there was another avenue for supporting the arts
36 sector.

37
38 Ingrid Whitley, Park City Education Foundation, thanked the City for this process and
39 the allocation. They made grants to teachers, and it was hard when there were limited
40 funds.

41
42 Todd Clarich, clarified the adult education was not funded by the school district. This
43 was essential for adults to develop their skills, and this request was to support the
44 childcare portion while parents were at school.

1 Gretchen Lee, Mountain Mediation, clarified they were not double-dipping with this grant
2 but they had a legal mediation services contract for a long time. They did two small
3 claims courts a month and did appeals as well as a sliding scale mediation service for
4 eviction mediation, which was what the service request was for.

5
6 Maggie AbuHaidar eComment: "I am the Executive Director of Wasatch Immigration
7 Project, as well as one of its volunteer attorneys. Special thanks to Hans Jaspersen and
8 the Non-Profit Services Advisory Committee for their hard work, thorough and
9 transparent process, and recommendations. Thank you in advance to the Mayor and
10 the Council for their consideration and support. Being able to rely on multi-year funding
11 from Park City Municipal will be critical to our sustainability and support of those who
12 live and work in our community who are facing immigration insecurity."

13
14 Mayor Worel closed public input.

15
16 Council Member Toly wanted to look at PC Tots, but didn't want to remove the school
17 district grant. She wanted to add more money into the pot for allocation. Council
18 Member Dickey agreed and wanted to defer to the committee to fund the
19 recommendations except for PC Tots. He didn't know what to do about additional funds.
20 He noted the arts was a miss and that was something structural in the process and so
21 some funding should be allocated to the arts. Specific to the Arts Council, there needed
22 to be a bigger conversation regarding the arts and funding them.

23
24 Council Member Parigian stated it was hard to say no to organizations that just asked
25 for a little amount. He thought there could be reallocation or additional money but he
26 wanted to give something to everyone.

27
28 Council Member Ciraco supported allocating additional funds, and he wanted to
29 prioritize organizations that didn't have a robust fundraising capability. He thought the
30 committee knew the Council's priorities and they could reallocate the funds. He noted
31 the arts would get a big amount for a public art installation at the City Park building.

32
33 Council Member Rubell supported keeping the budget the same, deferring PC Tots, and
34 right sizing it so it wasn't duplicative. He had a hard time funding the school district. He
35 wanted to support programs in the community and not solve regional problems on our
36 own. He thought the reallocated funds from PC Tots could go to the arts organizations.
37 Council Member Rubell preferred to wait on all funding for PC Tots for FY 25-FY27.

38
39 Mayor Worel felt the small request for the school district was necessary. The biggest
40 way to upward mobility was to learn English and many in the workforce could not speak
41 English. Clarich came forward to speak and stated there was little to no funding from the
42 school district, but federal funding came through the State Board of Education. He
43 explained the funding process and noted that if childcare went away, then the students
44 would go away. He indicated this program was originally at the library and then they
45 took it over.

1 Council Member Dickey asked what should be done with the arts organizations. Mayor
2 Worel suggested discussing arts funding at the next meeting. Council Member Rubell
3 asked if the committee could use the PC Tots funding to allocate to the arts. Neff stated
4 it would be great if the Council allocated additional funding to make it work. Council
5 Member Rubell thought the committee could come back with recommendations. Council
6 Member Dickey agreed on reallocating funds and getting recommendations on
7 additional funding for allocations. Neff felt it was beneficial getting the context from the
8 Council and public comments. He noted they were not aware of other funding sources
9 the organizations received from the City.

10
11 Matt Dias summarized there was a willingness from the committee to reconsider
12 allocations so they weren't duplicative and using some of that money and some of the
13 holdback money to reallocate to other organizations. He asked when the money had to
14 be allocated. Council Member Dickey suggested approving them all but PC Tots.
15 Jasperson responded the committee could take action on the Council's requests. Dias
16 stated they would consider them within the existing budget parameters. Council
17 Member Parigian asked about the seniors and thought the Council should put senior
18 funding in a regular budget allocation. Dias stated the services provided to support the
19 seniors was provided by Summit County. The City provided the facility, the land
20 location, cleaning crews, plowing, etc., and suggested the liaisons meet with Summit
21 County to discuss the executive director funding. Mayor Worel noted when they moved
22 to the new center, the MOU would be renegotiated. Council Member Rubell asked to
23 have a conversation on why the Park City seniors facility was funded so differently than
24 the other centers. Council Member Dickey stated they could fund FY25 for seniors and
25 then discuss the MOU. Mayor Worel indicated the seniors needed certainty that this
26 position was funded. Council Member Toly stated if the county didn't fund it, these funds
27 could be a safety net. Council Member Dickey added they could fund through FY26.

28
29 Council Member Dickey moved to approve the committee's funding recommendations
30 for the public service contracts except for PC Tots and provide direction to the
31 committee to review the funding and allocation of PC Tots and reallocate any unused
32 funding to the arts organizations and bring to Council, if desired, requests for additional
33 funding that may be needed to fully fund the arts organizations. Council Member Toly
34 seconded the motion.

35
36 Council Member Rubell asked to amend the motion to include not funding FY27 for the
37 seniors. Council Member Dickey accepted the amendment. Margaret Plane asked if the
38 Council would consider the emergency allocation of \$86,000 that was held back.
39 Council Member Rubell added that amendment and Council Member Dickey accepted it
40 and stated the committee should consider only the arts requests. Council Member Toly
41 seconded the amended motion.
42

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

2. Discuss Snow Creek Pedestrian Crossing Alternatives:

John Robertson and Steven Dennis, Engineering Department, presented this item. Robertson displayed a map showing pedestrian crossings in the City, reviewed the project's history, and noted UDOT did not recommend at-grade crossings in 2024 because it did not meet their criteria. Last year, UDOT's policy was updated and it allowed for other considerations, so now they supported a tunnel and also supported a HAWK signal at that location. The advantages of HAWK was low cost and the City could use UDOT funding for the project. It would be a safer crossing than currently existed. The weaknesses for this option would be traffic congestion during peak hours, and if the tunnel was installed, the City might have to reimburse UDOT for the HAWK. Robertson stated the tunnel was the safest option for pedestrian crossings, but the project cost was high, there would be construction impacts, the City would have to purchase some right-of-way, and if the project was pushed out, the City would lose \$4.5 million in grant funding. Robertson noted the grant could not be reallocated to other projects.

Robertson displayed slides on potential entrance designs for the tunnel to make it visually appealing and asked Council if the redevelopment project in the area was required prior to beginning the tunnel project. He asked if the tunnel was approved, would the Council want to spend more to make the tunnel visually appealing. He also asked if Council wanted to construct the HAWK signal.

Mayor Worel stated the City took out the HAWK by the high school because it slowed down traffic. Robertson indicated that was one of the challenges with the HAWK signal. Council Member Ciraco asked about the number of crossings at the HAWK on Park Avenue compared to SR248. Robertson stated there were more crossings on Park Avenue because of the bus stop. If the HAWK was installed on SR248, the crossings would increase at that location. Council Member Ciraco asked to see numbers on traffic and crossings. Council Member Rubell didn't think this location compared to the high school location and he didn't think it would be more congested than the bus stops on SR224. He asked about funding the tunnel and if they would start construction without obtaining the right-of-way. Dennis stated they would need to commit to a construction timeline, and they would want to get those easements. Mayor Worel asked how long the timeline could be, to which Dennis stated the next two to three years. Council Member Rubell asked how long the City had to negotiate with the property owner. Dennis stated the owner by the movie theatre was willing to work with the City and he would contact the other owner to assess their willingness.

Council Member Dickey stated it was important to know what would happen at the corner. He asked what the dependency of that project was to this project. Robertson stated it would be nice to make a connection with their project, but it was not necessary.

1 The City would like to get their permission to use their property for the tunnel. He noted
2 they had to acquire property on both sides of the street. Council Member Rubell stated
3 the Planning Commission would decide on that other project in three weeks so Council
4 would have a better idea how it would relate to the tunnel project.

5
6 Council Member Toly asked if UDOT would put a stoplight on the corner of Homestake
7 Road, to which Robertson explained it would go in when UDOT deemed that it was
8 warranted. Council Member Parigian asked how many people crossed there. Robertson
9 stated that was in past reports and he could look up that information. Council Member
10 Parigian asked if the HAWK could be removed after the tunnel was completed, to which
11 Robertson stated the HAWK was UDOT's and the City would have to buy it and remove
12 it. Council Member Parigian didn't think the low crossing numbers justified a tunnel.
13 Robertson stated he needed to consider future development as well as current
14 crossings. Council Member Parigian asked if the cost would increase if the tunnel was
15 widened. Robertson stated enhancements could be made and it would cost 10%-20%
16 more. Council Member Parigian asked if there was a timeline to use the Walkability
17 grant, to which Robertson stated no, but they needed to spend it soon.

18
19 Mayor Worel opened public input.

20
21 Alex Butwinski 84060 stated the tunnel was important to pedestrians and bicycles. He
22 thought something would happen with the Planning Commission and a major
23 development would be built on that corner so there was no reason to wait. He didn't like
24 the HAWK because it slowed traffic and people and bikes had to stop and wait. He
25 thought the City should just do it.

26
27 Peter Tomai Walk Committee member, stated this crossing was a high priority for the
28 community. He didn't want to jeopardize the funds acquired by the City. The Olympics
29 were coming and more people were using ebikes. Bike riders would not use a HAWK.
30 He indicated somebody died from being hit by a truck and they needed to think about
31 safety. He didn't want beautification because it would increase the price and then the
32 Council would decide not to do it. Any tunnel was better than a beautiful tunnel.

33
34 Carolyn Murray eComment: "I notice that once again, the "discussion" of a crossing
35 near Snow Creek to Holiday Village Shopping Center is up for discussion. It seems like
36 it's been discussed ad nauseam and because of that I submit my input in writing
37 because I am not able to attend the meeting. The idea of a HAWK beacon is beyond
38 absurd in terms of maintaining traffic flow as well as legitimate connectivity. We call
39 ourselves a sustainable community. We provide free bus service, multi-use pathways,
40 planned investments in transit lanes, park and rides, call ourselves a mountain town
41 focused on recreation and the outdoors and we neglect to provide safe, efficient access
42 of two critical neighborhoods. (Park Meadows and north PC to Bonanza and South PC)
43 All this after our Planning Commission turned down an opportunity to do a private,
44 public partnership with the Yarrow developers and help offset the costs. Those costs
45 have tripled (or more) since a previous council approved it after a bond referendum

1 successfully supported the connection. The waste and negligence regarding this topic is
2 staggering. Please remember what this town is all about. Kicking this can down the road
3 again is not the answer.”
4

5 Mayor Worel closed public input.
6

7 Briggs stated the walkability bond was issued in 2013 and they should spend it down.
8 The timeline was an issue of interest rates and accruing interest. The interest rate was
9 higher now and they had to pay penalties on that. It was frowned upon to have a bond
10 outstanding this long.
11

12 Council Member Dickey indicated he wanted to move the tunnel project forward. He
13 was against the at-grade crossing at that location. Council Member Rubell supported
14 building a tunnel with a better entrance/exit. In the meantime, he also supported the
15 HAWK crossing since UDOT would fund it. Council Member Ciraco supported the
16 HAWK crossing and moving forward on the tunnel with the enhanced entrance. Council
17 Member Parigian supported the tunnel with enhancements and the HAWK.
18

19 Dennis stated if the City moved forward on the tunnel, UDOT would be less likely to
20 fund the HAWK. Robertson added they could discuss both with UDOT. Council Member
21 Rubell supported the tunnel, but that would take a few years. In the meantime, he
22 wanted a safe crossing alternative for pedestrians. Council Member Toly supported
23 something in the next two to three years. The cost of the tunnel was high, so she
24 wanted to come back after the Planning Commission approval to discuss this again.
25 Mayor Worel stated the majority of Council directed staff to move forward with the
26 enhanced tunnel and other safety improvements.
27

28 Matt Dias reviewed if the development did not proceed, Council direction was to
29 improve that intersection in the best way possible in the interim and continue to pursue
30 the best tunnel option with the available funding. Council Member Toly indicated there
31 were many unknowns, and they would know more after the development was discussed
32 at the next Planning Commission meeting. Dias asserted this would come back to
33 Council in a month after we knew more about the proposed development. In the interim
34 they would talk with UDOT about exploring interim solutions. Council Member Rubell
35 stated the dependency was to work with the property owner to make the rendering a
36 reality. Dias stated the City would engage proactively with the property owner. Dennis
37 stated he would advertise for a design consultant to design the tunnel. Council Member
38 Rubell wanted a strong indication from the property owner prior to that step.
39

40 VII. NEW BUSINESS

41 42 **1. Discuss Using Ranked Choice Voting (RCV) as the Voting Method in the 2025** 43 **Municipal Election:**

44 Michelle Kellogg, City Recorder and Election Official, presented this item and reviewed
45 the previous Council discussions related to RCV. She indicated some of the Council

1 had wanted to see if the Legislature extended the pilot program before deciding and
2 noted the bill to extend the program did not make it out of committee.

3
4 Mayor Worel opened public input.

5
6 Katie Wright 84060 encouraged the implementation of RCV since the state had become
7 more extreme. She felt voters would not game the system during elections with RCV.

8
9 Hilary Jessop 84098 voiced her opposition to RCV and thought it would be costly to
10 implement, and it wouldn't have the transparency of the traditional voting method.

11
12 Mayor Worel closed the public input.

13
14 Council Members Dickey, Toly, Rubell and Ciraco supported RCV for the 2025
15 municipal election. Council Member Parigian had no opinion. Kellogg indicated she
16 would present a resolution affirming the Council's choice to participate in the RCV pilot
17 prior to May 1st.

18
19 **2. 2025 Legislative Session Update:**

20 Matt Dias, City Manager, stated the bill tracking spreadsheet would be sent to all the
21 departments for an after-action study and they would see if any ordinances needed to
22 be amended to comply with the state code. He was proud of the work the legislative
23 team did as they had conversations with legislators, interest groups, and lobbyists to
24 look out for the best interests of Park City.

25
26 Mayor Worel asked to discuss HB356 regarding county voting redistricting. Margaret
27 Plane stated the bill applied just to Summit County and switched their at-large seats to
28 district seats. A group would be formed to propose districts, and the county manager
29 would approve those. The districts would be reevaluated after every census.

30
31 Council Member Rubell referred to HB48 Wildland Urban Interface Modifications, and
32 asked if the county could assess the fee to owners within the City or only in the
33 unincorporated area. Downard stated they were looking into that. Council Member
34 Rubell asked to learn about the insurance impacts to the property owners in the City. He
35 referred to HB109 Municipal Election Amendments and thought that promoted a smooth
36 transition of power after elections and requested that it be compared to the legislative
37 platform to ensure the platform supported this. Dias stated the Utah League of Cities
38 and Towns (ULCT) opposed it because it overrode the ability to make the decisions
39 locally. Plane stated this statute got tweaked regularly and it wasn't clear if it was
40 limiting what was wanted or making it smoother. Council Member Rubell referred to
41 HB368 Local Land Use Amendments and asked for a deeper analysis as to how it
42 would impact Park City. On SB 181 Housing Affordability Amendments, Council
43 Member Rubell stated he thought it would limit the City's ability to change parking
44 requirements, and asked if the City could reduce parking requirements. He also asked

to understand the verbiage regarding restrictions on the municipalities ability to regulate parking spot locations.

Council Member Toly indicated this was her first year on the ULCT board. She worked on the short-term rental (STR) bill and now these rentals are required to have business licenses, and cities can use online platforms to find the illegal ones. She liked having lobbyists, but she wanted to do everything possible with the City's processes to make its priorities and best practices go more smoothly. She suggested after returning from the ULCT conference in April that the legislative team would meet to discuss how they can look at best practices and resources as well as the City's long-term goals to move the legislative process forward more smoothly. Then in the fall the team could bring the legislative platform to Council to review. She also suggested moving the Council retreat so it wasn't during the legislative session.

Council Member Ciraco thought the City would always play defense at the legislature, but they should look at opportunities to be on the offensive to improve legislation for cities. Dias stated they could put together a staff communications report on future plans and goals for the next legislative session.

3. Consideration to Approve Resolution No. 01-2025, a Resolution of the City Council of Park City, Utah, Providing for the Creation of DV Snow Park Public Infrastructure Districts Nos. 1 through 3 as Independent Districts; Authorizing and Approving a Governing Document and an Interlocal Agreement; Appointing Boards of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters:

Mayor Worel announced Deer Valley had requested that New Business Item Three be continued.

Council Member Toly moved to continue Resolution No. 01-2025, a resolution of the City Council of Park City, Utah, providing for the creation of DV Snow Park Public Infrastructure Districts Nos. 1 through 3 as independent districts; authorizing and approving a governing document and an interlocal agreement; appointing boards of trustees; authorizing other documents in connection therewith; and related matters, to a date uncertain. Council Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VIII. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

City Council Staff Report



Subject: Health Insurance Provider Approval
Authors: Sarah Mangano
Department: Human Resources
Date: March 27, 2025

Recommendation:

Consider a request to authorize the City Manager to approve a new health insurance policy with Regence Blue Cross Blue Shield and Select Health, for Park City Municipal employee health insurance. The anticipated annual premium is \$7,003,444.32 for year one which equates to an approximate 16% increase from our current premium. These providers replace the current provider, Aetna Insurance.

Background:

Park City Municipal Corporation provides health insurance as part of our employee benefits package. In February 2025, an RFP was conducted to ensure our employees were being offered the best healthcare benefits at the most favorable cost to Park City Municipal. Aetna's renewal returned with a 34% increase which equated to a \$2.2MM increase in the benefits budget. Through the RFP process, we were able to find carriers with lower premiums.

Analysis:

With the assistance of our healthcare broker, GBS, an RFP was commenced, citing our current plan for requirements. Eight insurance companies responded with proposals:

- PEHP – Public Employees Health Plan
- Cigna Health
- Surest; a United Health Care subsidiary
- Regence Blue Cross Blue Shield
- Select Health
- United Health Care (UHC)
- Motiv
- Angle Health

The proposals consisted of answers to over 180 questions ranging from company information to customer service, network availability, claims processing, performance guarantees, and more. Two respondents were disqualified from the RFP process. Four were eliminated based on their pricing, network availability, and customer service. Three were then evaluated further, and the Human Resources and Budget teams then met to further evaluate Select Health and Regence Blue Cross Blue Shield.

We elected to utilize both carriers, Select Health and Regence Blue Cross Blue Shield for the following reasons:

- A not-to-exceed increase of 16% (vs. 34% from Aetna)
- Continuation of similar plan design offering access to both IHC and U of U networks (with annual enrollment)

These benefits are available with minimal disruption in our current offerings with over a 98% physician match.

Overall, the Benefits and Budget? (What about consultant—part of eval? If so add) team recommends approving Select Health and Regence Blue Cross Blue Shield as the City's new employee health benefits providers.

Funding:

These providers' costs will not exceed an increase of 16% from our current rates. The Budget team will work with Council to determine the source of funding for the approximate \$960,000 in additional expenses.

Exhibits:

Exhibit A: Park City Municipal Corporation – Renewal



A Leavitt Group Company

July 2025 Renewal

Park City Municipal Corporation

Comparison of Benefits



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Prep: mh

Park City Municipal Corporation

Annual Renewal Summary

	Carrier(s)	Plan Year	Monthly Premium	Annual Premium	Percent Increase
Medical	Aetna	Current	\$516,273	\$6,195,275	34.00%
		Proposed Renewal	\$691,806	\$8,301,674	
Dental	Regence BCBS	Current	\$37,414	\$448,963	0.00%
		Proposed Renewal	\$37,414	\$448,963	
Vision	Ameritas	Current	\$1,758	\$21,101	0.00%
		Proposed Renewal	\$1,758	\$21,101	
Totals			\$555,445	\$6,665,339	31.60%
			\$730,978	\$8,771,738	
Change from Current			\$175,533	\$2,106,400	

Health Savings Account (HSA) is with Inspira
 Flex Spending Account (FSA) is with Inspira

Comparison of Benefits
Medical



Park City Municipal Corporation

Medical Summary

Carrier	Option	Funding Type	Monthly Premium	Annual Premium	Annual Increase	Percent Increase
Aetna	CURRENT	Fully Insured	\$516,273	\$6,195,275	--	--
	RENEWAL	Fully Insured	\$691,806	\$8,301,674	\$2,106,400	34.00%
Regence BCBS	QUOTE-1	Fully Insured	\$612,426	\$7,349,114	\$1,153,840	18.62%
		Fully Insured (with \$60K Credit)	\$607,426	\$7,289,114	\$1,093,840	17.66%
	QUOTE-2	Fully Insured	\$602,317	\$7,227,800	\$1,032,526	16.67%
		Fully Insured (with \$60K Credit)	\$597,317	\$7,167,800	\$972,526	15.70%
SelectHealth	QUOTE-3	Fully Insured	\$583,114	\$6,997,373	\$802,098	12.95%
	QUOTE-4	Fully Insured	\$588,530	\$7,062,355	\$867,081	14.00%

*Reminder: Fees will apply for HSA bank account vendors.

***Regence is offering an implementation credit of \$120,000. Credit will be reduced based on enrollment. 50% enrollment will receive a \$60,000 credit.**

***Regence is requiring 50% enrollment to hold rates.**

Utah Carrier Network Comparison

System	Facility	Aetna			Regence					Select Heath			
		Standard	Peak Preference*	Connected (51+)	Participating	Preferred ValueCare	Preferred FocalPoint	Preferred BlueOption (51+)	Elect Network	Select Share	Select Care (Grandmother)	Select Med	Select Value
Common Spirit Health	Holy Cross Hospital - Davis	X	X		X	X		X	X		X	X	
	Holy Cross Hospital - Jordan Valley	X	X		X	X							
	Holy Cross Hospital - Jordan Valley West	X	X		X	X							
	Holy Cross Hospital - Mountain Point	X	X		X	X							
	Holy Cross Hospital - Salt Lake Regional	X	X		X	X							
Intermountain Healthcare	Alta View Hospital			X	X			X	X	X	X	X	X
	American Fork Hospital			X	X			X	X	X	X	X	X
	Bear River Valley Hospital	X	X	X	X	X		X	X	X	X	X	X
	Cedar City Hospital	X	X	X	X	X		X	X	X	X	X	X
	Delta Community Medical Center	X	X	X	X	X		X	X	X	X	X	X
	Fillmore Hospital	X	X	X	X	X		X	X	X	X	X	X
	Garfield Memorial Hospital	X	X	X	X	X		X	X	X	X	X	X
	Heber Valley Medical Center	X	X	X	X	X		X	X	X	X	X	X
	Intermountain Medical Center			X	X			X	X	X	X	X	X
	LDS Hospital			X	X			X	X	X	X	X	X
	Layton Hospital			X	X			X	X	X	X	X	X
	Logan Regional Hospital	X	X	X		X		X	X	X	X	X	X
	McKay-Dee Hospital			X	X			X	X	X	X	X	X
	Orem Community Hospital			X	X			X	X	X	X	X	X
	The Orthopedic Specialty Hospital (TOSH)			X	X			X	X	X	X	X	X
	Park City Medical Center	X	X	X	X	X		X	X	X	X	X	X
	Primary Children's Medical Center	X	X	X	X	X	X	X	X	X	X	X	X
	Riverton Hospital			X	X			X	X	X	X	X	X
	Primary Children's Services (Lehi)			X	X	X	X	X	X	X	X	X	X
	Sanpete Valley Hospital	X	X	X	X	X	X	X	X	X	X	X	X
	Sevier Valley Medical Center	X	X	X	X	X		X	X	X	X	X	X
	Spanish Fork Hospital			X	X			X	X	X	X	X	X
	St. George Regional Hospital	X		X	X	X		X	X	X	X	X	X
	Utah Valley Regional Medical Center			X	X			X	X	X	X	X	X
Mountain Star	Brigham City Hospital	X	X	X	X	X	X		X				
	Cache Valley Specialty Hospital	X	X	X	X	X	X		X				
	Lakeview Hospital	X	X	X	X	X	X		X				
	Mountain View Hospital	X	X	X	X	X	X		X				
	Lone Peak Hospital	X	X	X	X	X	X		X				
	Ogden Regional Medical Center	X	X	X	X	X	X		X				
	St. Mark's Hospital	X	X	X	X	X	X		X				
	Timpanogos Regional Hospital	X	X	X	X	X	X		X				
U of U	Huntsman Cancer Institute	X	X		X	X	X		X		Cancer Treatment Only	Cancer Treatment Only	X
	Huntsman Mental Health Institute	X	X	X	X		X		X				
	University of Utah Hospital	X	X		X	X	X		X		X	X	
	Moran Eye Center				X	X	X		X				
Independent Community	University of Utah Orthopedic Center	X	X		X	X	X		X				
	Ashley Regional Medical Center	X			X	X	X	X	X		X	X	X
	Beaver Valley Hospital	X			X	X	X	X	X		X	X	X
	Blue Mountain Hospital	X			X	X	X	X	X		X	X	X
	Castleview Hospital	X			X	X	X	X	X		X	X	X
	Central Valley Medical Center	X			X	X	X	X	X		X	X	X
	Gunnison Memorial Hospital	X			X	X	X	X	X		X	X	X
	Kane County Hospital	X			X	X	X	X	X		X	X	X
	Milford Memorial Hospital	X			X	X	X	X	X		X	X	X
	Moab Regional Hospital (Allen Memorial)	X			X	X	X	X	X	X	X	X	X
	Mountain West Medical Center	X			X	X	X	X	X	X	X	X	X
	San Juan County Hospital	X			X	X	X	X	X		X	X	X
	Shriner's Children's Hospital (SLC)	X		X	X	X	X	X	X		X	X	X
Idaho	Uintah Basin Medical Center	X			X	X	X	X	X		X	X	X
	Utah Valley Specialty Hospital												
	Cassia Regional Medical Center									X			
	Caribou Memorial Hospital											X	X
	Franklin County Medical Center											X	X
	Neil J Redford Memorial Hospital											X	X
	Portneuf Medical Center											X	X
	Power County Memorial Hospital											X	X
Total Hospitals		42	27	34	55	41	28	38	51	24	39	43	43
Physicians (Estimated)		9,700	6,350	9,045	14,787	###	11,111	14,160		9,000		10,100	5,000

*Aetna Peak Preference Network - HCA/Mountain Star & Steward Health Care = Maximum Savings Level 1 / U of U & Intermountain = Standard Savings Level 2

**UHC AllSavers uses the Choice Plus Network, but does NOT include Huntsman Cancer Hospital.

Park City Municipal Corporation
Medical Comparison

		Aetna		Aetna		Aetna	
		80% \$375 Trad		80% \$700 Trad		80% \$1,600 HDHP	
Medical Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
	Deductible	\$375/\$700	\$750/\$1,400	\$700/\$1,100	\$1,250/\$2,500	\$1,600/\$3,200	\$1,600/\$3,200
	Out of Pocket Maximum	\$3,000/\$6,000	\$6,000/\$12,000	\$3,000/\$6,000	\$6,000/\$12,000	\$5,000/\$10,000	\$5,000/\$10,000
	Deductible Embedded	Yes		Yes		No	
	OOP Max Embedded	Yes		Yes		Yes	
Professional Services							
Office Visits	Primary Care Physicians	\$25	40% AD	\$35	40% AD	20% AD	40% AD
	Specialists	\$45	40% AD	\$55	40% AD	20% AD	40% AD
	Mental Health & Chemical Dependency	\$25	40% AD	\$35	40% AD	20% AD	40% AD
	Urgent Care	\$45	40% AD	\$55	40% AD	20% AD	40% AD
	Emergency Room	\$300	\$300	\$300	\$300	20% AD	20% AD
	Minor Lab / X-Ray	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Major Lab / X-Ray	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Hospital Outpatient Surgery	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Preventive Care	0%	40% AD	0%	40% AD	0%	40% AD
Inpatient Services							
	Inp Hospital / Physicians	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Inp Maternity	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
Additional Benefits							
	Chiropractic/Manipulations	\$45	40% AD	\$55	40% AD	20% AD	40% AD
	Adult Routine Eye Exam	0%	40% AD	0%	40% AD	0%	40% AD
Prescription Drugs (In-Network)							
Retail	Rx Deductible	None		None		Medical Deductible Applies	
	Tier 1	\$10		\$10		20% AD	
	Tier 2	20%		25%		20% AD	
	Tier 3	35%		40%		20% AD	
	Tier 4	20%/35%		25%/40%		20% AD	
	Mail Order	\$30/20%/35%/20%/35%		\$30/25%/40%/25%/40%		20% AD	
Monthly Rates		CURRENT		CURRENT		CURRENT	
		Fully Insured		Fully Insured		Fully Insured	
Subs	Enrollment Tier	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate
107	Employee	17	\$688.18	58	\$661.23	32	\$623.87
73	Employee + Spouse	13	\$1,960.79	29	\$1,884.00	31	\$1,777.58
9	Employee + Child	3	\$1,960.79	4	\$1,884.00	2	\$1,777.58
5	Employee + Children	2	\$1,960.79	1	\$1,884.00	2	\$1,777.58
151	Family	54	\$1,960.79	60	\$1,884.00	37	\$1,777.58
345	TOTAL BY PLAN	89	\$152,876	152	\$215,447	104	\$147,950
	COMBINED TOTAL	345	\$516,273	--	--	--	--
Percent of Increase							

Park City Municipal Corporation
Medical Comparison

		Aetna		Aetna		Aetna	
		80% \$375 Trad		80% \$700 Trad		80% \$1,600 HDHP	
Medical Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
	Deductible	\$375/\$700	\$750/\$1,400	\$700/\$1,100	\$1,250/\$2,500	\$1,600/\$3,200	\$1,600/\$3,200
	Out of Pocket Maximum	\$3,000/\$6,000	\$6,000/\$12,000	\$3,000/\$6,000	\$6,000/\$12,000	\$5,000/\$10,000	\$5,000/\$10,000
	Deductible Embedded	Yes		Yes		No	
	OOP Max Embedded	Yes		Yes		Yes	
Professional Services							
Office Visits	Primary Care Physicians	\$25	40% AD	\$35	40% AD	20% AD	40% AD
	Specialists	\$45	40% AD	\$55	40% AD	20% AD	40% AD
	Mental Health & Chemical Dependency	\$25	40% AD	\$35	40% AD	20% AD	40% AD
	Urgent Care	\$45	40% AD	\$55	40% AD	20% AD	40% AD
	Emergency Room	\$300	\$300	\$300	\$300	20% AD	20% AD
	Minor Lab / X-Ray	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Major Lab / X-Ray	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Hospital Outpatient Surgery	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Preventive Care	0%	40% AD	0%	40% AD	0%	40% AD
Inpatient Services							
	Inp Hospital / Physicians	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Inp Maternity	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
Additional Benefits							
	Chiropractic/Manipulations	\$45	40% AD	\$55	40% AD	20% AD	40% AD
	Adult Routine Eye Exam	0%	40% AD	0%	40% AD	0%	40% AD
Prescription Drugs (In-Network)							
Retail	Rx Deductible	None		None		Medical Deductible Applies	
	Tier 1	\$10		\$10		20% AD	
	Tier 2	20%		25%		20% AD	
	Tier 3	35%		40%		20% AD	
	Tier 4	20%/35%		25%/40%		20% AD	
	Mail Order	\$30/20%/35%/20%/35%		\$30/25%/40%/25%/40%		20% AD	
Monthly Rates		RENEWAL		RENEWAL		RENEWAL	
		Fully Insured		Fully Insured		Fully Insured	
Subs	Enrollment Tier	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate
107	Employee	17	\$922.16	58	\$886.05	32	\$835.99
73	Employee + Spouse	13	\$2,627.46	29	\$2,524.56	31	\$2,381.96
9	Employee + Child	3	\$2,627.46	4	\$2,524.56	2	\$2,381.96
5	Employee + Children	2	\$2,627.46	1	\$2,524.56	2	\$2,381.96
151	Family	54	\$2,627.46	60	\$2,524.56	37	\$2,381.96
345	TOTAL BY PLAN	89	\$204,854	152	\$288,700	104	\$198,253
	COMBINED TOTAL	345	\$691,806	--	--	--	--
Percent of Increase		34.00%					

Park City Municipal Corporation
Medical Comparison

		Regence BCBS		Regence BCBS		Regence BCBS	
		PVC 80% \$375 Trad		PVC 80% \$700 Trad		PVC 80% \$1,650 HDHP	
Medical Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible		\$375/\$700	\$750/\$1,400	\$700/\$1,100	\$1,250/\$2,500	\$1,650/\$3,300	\$1,650/\$3,300
Out of Pocket Maximum		\$3,000/\$6,000	\$6,000/\$12,000	\$3,000/\$6,000	\$6,000/\$12,000	\$5,000/\$10,000	\$5,000/\$10,000
Deductible Embedded		Yes		Yes		No	
OOP Max Embedded		Yes		Yes		Yes	
Professional Services							
Office Visits	Primary Care Physicians	\$25	40% AD	\$35	40% AD	20% AD	40% AD
	Specialists	\$45	40% AD	\$55	40% AD	20% AD	40% AD
	Mental Health & Chemical Dependency	\$25	40% AD	\$35	40% AD	20% AD	40% AD
	Urgent Care	\$45	40% AD	\$55	40% AD	20% AD	40% AD
Emergency Room		\$300	\$300	\$300	\$300	20% AD	20% AD
Minor Lab / X-Ray		0% up to \$400 then 20% AD	0% up to \$400 then 40% AD	0% up to \$400 then 20% AD	0% up to \$400 then 40% AD	20% AD	40% AD
Major Lab / X-Ray		0% up to \$400 then 20% AD	0% up to \$400 then 40% AD	0% up to \$400 then 20% AD	0% up to \$400 then 40% AD	20% AD	40% AD
Hospital Outpatient Surgery		20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
Preventive Care		0%	40% AD	0%	40% AD	0%	40% AD
Inpatient Services							
Inp Hospital / Physicians		20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
Inp Maternity		20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
Additional Benefits							
Chiropractic/Manipulations		20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
Adult Routine Eye Exam		Not Covered	Not Covered	Not Covered	Not Covered	0%	40% AD
Prescription Drugs (In-Network)							
Retail	Rx Deductible	None		None		Medical Deductible Applies	
	Tier 1	\$10		\$10		20% AD	
	Tier 2	20%		25%		20% AD	
	Tier 3	35%		40%		20% AD	
	Tier 4	20%		25%		20% AD	
	Mail Order	\$30/20%/35%		\$30/25%/40%		20% AD	
Monthly Rates		QUOTE-1		QUOTE-1		QUOTE-1	
		Fully Insured		Fully Insured		Fully Insured	
Subs	Enrollment Tier	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate
107	Employee	17	\$818.00	58	\$799.30	32	\$717.90
73	Employee + Spouse	13	\$2,330.80	29	\$2,277.60	31	\$2,045.50
9	Employee + Child	3	\$2,330.80	4	\$2,277.60	2	\$2,045.50
5	Employee + Children	2	\$2,330.80	1	\$2,277.60	2	\$2,045.50
151	Family	54	\$2,330.80	60	\$2,277.60	37	\$2,045.50
345	TOTAL BY PLAN	89	\$181,724	152	\$260,454	104	\$170,249
COMBINED TOTAL		345	\$612,426	--	--	--	--
Percent of Increase		18.62%					

Park City Municipal Corporation
Medical Comparison

		Regence BCBS		Regence BCBS		Regence BCBS	
		PVC 80% \$500 Trad		PVC 80% \$1,000 Trad		PVC 80% \$2,000 HDHP	
Medical Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
	Deductible	\$500/\$1,000	\$1,000/\$2,000	\$1,000/\$2,000	\$2,000/\$4,000	\$2,000/\$4,000	\$2,000/\$4,000
	Out of Pocket Maximum	\$3,000/\$6,000	\$6,000/\$12,000	\$3,000/\$6,000	\$6,000/\$12,000	\$5,000/\$10,000	\$5,000/\$10,000
	Deductible Embedded	Yes		Yes		No	
	OOP Max Embedded	Yes		Yes		No	
Professional Services							
Office Visits	Primary Care Physicians	\$25	40% AD	\$35	40% AD	20% AD	40% AD
	Specialists	\$45	40% AD	\$55	40% AD	20% AD	40% AD
	Mental Health & Chemical Dependency	\$25	40% AD	\$35	40% AD	20% AD	40% AD
	Urgent Care	\$45	40% AD	\$55	40% AD	20% AD	40% AD
	Emergency Room	\$300	\$300	\$300	\$300	20% AD	20% AD
	Minor Lab / X-Ray	0% up to \$400 then 20% AD	0% up to \$400 then 40% AD	0% up to \$400 then 20% AD	0% up to \$400 then 40% AD	20% AD	40% AD
	Major Lab / X-Ray	0% up to \$400 then 20% AD	0% up to \$400 then 40% AD	0% up to \$400 then 20% AD	0% up to \$400 then 40% AD	20% AD	40% AD
	Hospital Outpatient Surgery	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Preventive Care	0%	40% AD	0%	40% AD	0%	40% AD
Inpatient Services							
	Inp Hospital / Physicians	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Inp Maternity	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
Additional Benefits							
	Chiropractic/Manipulations	20% AD	40% AD	20% AD	40% AD	20% AD	40% AD
	Adult Routine Eye Exam	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Prescription Drugs (In-Network)							
Retail	Rx Deductible	None		None		Medical Deductible Applies	
	Tier 1	\$10		\$10		20% AD	
	Tier 2	20%		25%		20% AD	
	Tier 3	35%		40%		20% AD	
	Tier 4	20%		25%		20% AD	
	Mail Order	\$30/20%/35%		\$30/25%/40%		20% AD	
Monthly Rates		QUOTE-2		QUOTE-2		QUOTE-2	
		Fully Insured		Fully Insured		Fully Insured	
<u>Subs</u>	<u>Enrollment Tier</u>	<u>Subscribers</u>	<u>Premium Rate</u>	<u>Subscribers</u>	<u>Premium Rate</u>	<u>Subscribers</u>	<u>Premium Rate</u>
107	Employee	17	\$813.10	58	\$789.40	32	\$693.60
73	Employee + Spouse	13	\$2,316.80	29	\$2,249.20	31	\$1,976.10
9	Employee + Child	3	\$2,316.80	4	\$2,249.20	2	\$1,976.10
5	Employee + Children	2	\$2,316.80	1	\$2,249.20	2	\$1,976.10
151	Family	54	\$2,316.80	60	\$2,249.20	37	\$1,976.10
345	TOTAL BY PLAN	89	\$180,632	152	\$257,210	104	\$164,474
	COMBINED TOTAL	345	\$602,317	--	--	--	--
Percent of Increase		16.67%					

Park City Municipal Corporation
Medical Comparison

		SelectHealth			SelectHealth			SelectHealth		
		Tier Network 80% \$375 Trad			Tier Network 80% \$700 Trad			Tier Network 80% \$1,650 HDHP		
Medical Benefits		Med Network	Value Network	Out-of-Network	Med Network	Value Network	Out-of-Network	Med Network	Value Network	Out-of-Network
	Deductible	\$375/\$700	\$375/\$700	\$750/\$1,400	\$700/\$1,100	\$700/\$1,100	\$1,250/\$2,500	\$1,650/\$3,300	\$1,650/\$3,300	\$1,900/\$3,800
	Out of Pocket Maximum	\$3,000/\$6,000	\$3,000/\$6,000	\$6,000/\$12,000	\$3,000/\$6,000	\$3,000/\$6,000	\$6,000/\$12,000	\$5,000/\$10,000	\$5,000/\$10,000	\$6,000/\$12,000
	Deductible Embedded		Yes			Yes			No	
	OOP Max Embedded		Yes			Yes			Yes	
Professional Services										
Office Visits	Primary Care Physicians	\$25	\$25	40% AD	\$35	\$35	40% AD	20% AD	20% AD	40% AD
	Specialists	\$45	\$45	40% AD	\$55	\$55	40% AD	20% AD	20% AD	40% AD
	Mental Health & Chemical Dependency	\$25	\$25	40% AD	\$35	\$35	40% AD	20% AD	20% AD	40% AD
	Urgent Care	\$45	\$45	40% AD	\$55	\$55	40% AD	20% AD	20% AD	40% AD
	Emergency Room	\$300 then 20% AD	\$300 then 20% AD	\$300 then 20% AD	\$300 then 20% AD	\$300 then 20% AD	\$300 then 20% AD	20% AD	20% AD	20% AD
	Minor Lab / X-Ray	0%	0%	40% AD	0%	0%	40% AD	0% AD	0% AD	40% AD
	Major Lab / X-Ray	20% AD	20% AD	40% AD	20% AD	20% AD	40% AD	20% AD	20% AD	40% AD
	Hospital Outpatient Surgery	20% AD	20% AD	40% AD	20% AD	20% AD	40% AD	20% AD	20% AD	40% AD
	Preventive Care	0%	0%	Not Covered	0%	0%	Not Covered	0%	0%	Not Covered
Inpatient Services										
Inp Hospital / Physicians		20% AD	20% AD	40% AD	20% AD	20% AD	40% AD	20% AD	20% AD	40% AD
Inp Maternity		20% AD	20% AD	40% AD	20% AD	20% AD	40% AD	20% AD	20% AD	40% AD
Additional Benefits										
Chiropractic/Manipulations		\$25	\$25	Not Covered	\$35	\$35	Not Covered	20% AD	20% AD	Not Covered
Adult Routine Eye Exam		0%	0%	Not Covered	0%	0%	Not Covered	0%	0%	Not Covered
Prescription Drugs (In-Network)										
Retail	Rx Deductible	None			None			Medical Deductible Applies		
	Tier 1	\$10			\$10			20% AD		
	Tier 2	20%			25%			20% AD		
	Tier 3	35%			40%			20% AD		
	Tier 4	20%			20%			20% AD		
	Mail Order	\$10/25%/50%			\$10/25%/50%			20% AD		
		QUOTE-3			QUOTE-3			QUOTE-3		
Monthly Rates		Fully Insured			Fully Insured			Fully Insured		
Subs	Enrollment Tier	Subscribers	Premium Rate		Subscribers	Premium Rate		Subscribers	Premium Rate	
107	Employee	17	\$790.40		58	\$753.20		32	\$683.60	
73	Employee + Spouse	13	\$2,252.10		29	\$2,146.00		31	\$1,947.80	
9	Employee + Child	3	\$2,252.10		4	\$2,146.00		2	\$1,947.80	
5	Employee + Children	2	\$2,252.10		1	\$2,146.00		2	\$1,947.80	
151	Family	54	\$2,252.10		60	\$2,146.00		37	\$1,947.80	
345	TOTAL BY PLAN	89	\$175,588		152	\$245,410		104	\$162,117	
COMBINED TOTAL		345	\$583,114		--	--		--	--	
Percent of Increase				12.95%						

Park City Municipal Corporation
Medical Comparison

		SelectHealth			SelectHealth			SelectHealth		
		Tier Network 80% \$375 Trad			Tier Network 80% \$700 Trad			Tier Network 80% \$1,650 HDHP		
Medical Benefits		Med Network	Value Network	Out-of-Network	Med Network	Value Network	Out-of-Network	Med Network	Value Network	Out-of-Network
Deductible		\$375/\$700	\$375/\$700	\$750/\$1,400	\$700/\$1,100	\$700/\$1,100	\$1,250/\$2,500	\$1,650/\$3,300	\$1,650/\$3,300	\$1,900/\$3,800
Out of Pocket Maximum		\$3,000/\$6,000	\$3,000/\$6,000	\$6,000/\$12,000	\$3,000/\$6,000	\$3,000/\$6,000	\$6,000/\$12,000	\$5,000/\$10,000	\$5,000/\$10,000	\$6,000/\$12,000
Deductible Embedded			Yes			Yes			No	
OOP Max Embedded			Yes			Yes			Yes	
Professional Services										
Office Visits	Primary Care Physicians	\$25	\$25	40% AD	\$35	\$35	40% AD	20% AD	20% AD	40% AD
	Specialists	\$45	\$45	40% AD	\$55	\$55	40% AD	20% AD	20% AD	40% AD
	Mental Health & Chemical Dependency	\$25	\$25	40% AD	\$35	\$35	40% AD	20% AD	20% AD	40% AD
	Urgent Care	\$45	\$45	40% AD	\$55	\$55	40% AD	20% AD	20% AD	40% AD
Emergency Room		\$300 then 20% AD	\$300 then 20% AD	\$300 then 20% AD	\$300 then 20% AD	\$300 then 20% AD	\$300 then 20% AD	20% AD	20% AD	20% AD
Minor Lab / X-Ray		0%	0%	40% AD	0%	0%	40% AD	0% AD	0% AD	40% AD
Major Lab / X-Ray		20% AD	20% AD	40% AD	20% AD	20% AD	40% AD	20% AD	20% AD	40% AD
Hospital Outpatient Surgery		20% AD	20% AD	40% AD	20% AD	20% AD	40% AD	20% AD	20% AD	40% AD
Preventive Care		0%	0%	Not Covered	0%	0%	Not Covered	0%	0%	Not Covered
Inpatient Services										
Inp Hospital / Physicians		20% AD	20% AD	40% AD	20% AD	20% AD	40% AD	20% AD	20% AD	40% AD
Inp Maternity		20% AD	20% AD	40% AD	20% AD	20% AD	40% AD	20% AD	20% AD	40% AD
Additional Benefits										
Chiropractic/Manipulations		\$25	\$25	Not Covered	\$35	\$35	Not Covered	20% AD	20% AD	Not Covered
Adult Routine Eye Exam		0%	0%	Not Covered	0%	0%	Not Covered	0%	0%	Not Covered
Prescription Drugs (In-Network)										
Retail	Rx Deductible	None			None			Medical Deductible Applies		
	Tier 1	\$10			\$10			20% AD		
	Tier 2	20%			25%			20% AD		
	Tier 3	35%			40%			20% AD		
	Tier 4	20%			20%			20% AD		
	Mail Order	\$10/25%/50%			\$10/25%/50%			20% AD		
		QUOTE-4			QUOTE-4			QUOTE-4		
Monthly Rates		Fully Insured			Fully Insured			Fully Insured		
Subs	Enrollment Tier	Subscribers	Premium Rate		Subscribers	Premium Rate		Subscribers	Premium Rate	
107	Employee	17	\$797.80		58	\$760.20		32	\$690.00	
73	Employee + Spouse	13	\$2,273.00		29	\$2,165.90		31	\$1,965.90	
9	Employee + Child	3	\$2,273.00		4	\$2,165.90		2	\$1,965.90	
5	Employee + Children	2	\$2,273.00		1	\$2,165.90		2	\$1,965.90	
151	Family	54	\$2,273.00		60	\$2,165.90		37	\$1,965.90	
345	TOTAL BY PLAN	89	\$177,219		152	\$247,686		104	\$163,625	
COMBINED TOTAL		345	\$588,530		--	--		--	--	
Percent of Increase		14.00%								

*18-Month Contract

Comparison of Benefits
Dental



Park City Municipal Corporation

Dental Summary

Carrier	Option	Funding Type	Monthly Premium	Annual Premium	Annual Increase	Percent Increase
Regence BCBS	CURRENT	Self-Funded	\$37,414	\$448,963	--	--
	RENEWAL	Self-Funded	\$37,414	\$448,963	\$0	0.00%
	ALTERNATE OPTION-1	Fully Insured	\$31,547	\$378,569	(\$70,394)	-15.68%
MetLife	QUOTE-1	Fully Insured	\$23,631	\$283,572	(\$165,391)	-36.84%
Delta Dental	QUOTE-2	Fully Insured	\$31,521	\$378,256	(\$70,707)	-15.75%
	QUOTE-3	Self-Funded	\$37,414	\$448,963	\$0	0.00%
Guardian	QUOTE-4	Fully Insured	\$25,753	\$309,039	(\$139,924)	-31.17%
	QUOTE-5	Self-Funded	\$37,414	\$448,963	\$0	0.00%

*Principal DTQ - Uncompetitive

*Mutual of Omaha DTQ

Park City Municipal Corporation
Dental Comparison

		Regence BCBS		Regence BCBS		Regence BCBS		MetLife		
		Regence BCBS		Regence BCBS		Regence BCBS		MetLife		
Dental Benefits		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	
Deductible		\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	
Annual Maximum		\$1,500		\$1,500		\$1,500		\$1,500		
Preventive / Diagnostic		100%	100%	100%	100%	100%	100%	100%	100%	
Basic		80%	80%	80%	80%	80%	80%	80%	80%	
Major		50%	50%	50%	50%	50%	50%	50%	50%	
Oral Surgery		80%	80%	80%	80%	80%	80%	50%	50%	
Periodontics		80%	80%	80%	80%	80%	80%	80%	80%	
Endodontics		80%	80%	80%	80%	80%	80%	80%	80%	
Implants		50%	50%	50%	50%	50%	50%	50%	50%	
Orthodontics										
Deductible		None		None		None		None		
Lifetime Maximum		\$1,500		\$1,500		\$1,500		\$1,000		
Child (under 19)		50%	50%	50%	50%	50%	50%	50%	50%	
Adult		50%	50%	50%	50%	50%	50%	Not Covered	Not Covered	
Waiting Periods										
Preventive		None		None		None		None		
Basic		None		None		None		None		
Major		None		None		None		None		
Orthodontics		None		None		None		None		
UCR Percentile		Fee Schedule		Fee Schedule		85%		90%		
Number of Utah Providers		664		664		664		2,170		
Number of National Providers		79,473		79,473		79,473		130,106		
Provider Directory Website		www.ut.regence.com		www.ut.regence.com		www.ut.regence.com		www.metdental.com		
Administrative Fees		\$8.24 PEPM		\$8.24 PEPM		None		None		
Voluntary / Employer Paid		Employer Paid		Employer Paid		Employer Paid		Employer Paid		
Participation Requirements		-		-		Greater of 10 or 70%		Greater of 10 or 94%		
Rate Guarantee		6/30/2025		6/30/2026		6/30/2027		6/30/2026		
		CURRENT		RENEWAL		ALTERNATE OPTION-1		QUOTE-1		
Monthly Rates		Self-Funded		Self-Funded		Fully Insured		Fully Insured		
Plan Type		Dental PPO		Dental PPO		Expressions ValueCare		PPO Plan		
Subs	Enrollment Tier	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate	
105	Employee	105	\$45.90	105	\$45.90	105	\$34.21	105	\$27.40	
82	Employee + Spouse	82	\$130.90	82	\$130.90	82	\$71.85	82	\$55.99	
9	Employee + Child	9	\$130.90	9	\$130.90	9	\$71.85	9	\$64.13	
4	Employee + Children	4	\$130.90	4	\$130.90	4	\$85.53	4	\$64.13	
154	Family	154	\$130.90	154	\$130.90	154	\$136.85	154	\$99.54	
354	TOTAL BY PLAN	354	\$37,414	354	\$37,414	354	\$31,547	354	\$23,631	
Percent of Increase					0.00%		-15.68%		-36.84%	

Park City Municipal Corporation
Dental Comparison

		Delta Dental			Delta Dental			Guardian		Guardian	
		Delta Dental - PPO			Delta Dental - PPO			Guardian		Guardian	
Dental Benefits		PPO Network	Premier Network	Out-of-Network	PPO Network	Premier Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible		\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75	\$25/\$75
Annual Maximum		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Preventive / Diagnostic		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Basic		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Major		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Oral Surgery		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Periodontics		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Endodontics		80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Implants		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Orthodontics											
Deductible			None			None			None		None
Lifetime Maximum			\$1,500			\$1,500			\$1,500		\$1,500
Child (under 19)		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Adult		50%	50%	50%	50%	50%	50%	Not Covered	Not Covered	Not Covered	Not Covered
Waiting Periods											
Preventive			None			None			None		None
Basic			None			None			None		None
Major			None			None			None		None
Orthodontics			None			None			None		None
UCR Percentile			Fee Schedule			Fee Schedule			90%		90%
Number of Utah Providers			1,888			1,888			1,810		1,810
Number of National Providers			151,417			151,417			107,946		107,946
Provider Directory Website			www.deltadentalins.com			www.deltadentalins.com			www.guardianlife.com		www.guardianlife.com
Administrative Fees			None			\$5.25 PEP			None		\$6.30 PEP
Voluntary / Employer Paid			Employer Paid			Employer Paid			Employer Paid		Employer Paid
Participation Requirements			Minimum of 298			Minimum of 298			94%		-
Rate Guarantee			6/30/2026			6/30/2026			6/30/2027		6/30/2027
Monthly Rates			QUOTE-2			QUOTE-3			QUOTE-4		QUOTE-5
Plan Type			Fully Insured Dental PPO			Self-Funded ASO Dental PPO			Fully Insured PPO Plan		Self-Funded ASO PPO Plan
Subs	Enrollment Tier	Subscribers	Premium Rate		Subscribers	Premium Rate		Subscribers	Premium Rate	Subscribers	Premium Rate
105	Employee	105	\$36.88		105	\$45.90		105	\$27.40	105	\$45.90
82	Employee + Spouse	82	\$111.04		82	\$130.90		82	\$55.64	82	\$130.90
9	Employee + Child	9	\$111.04		9	\$130.90		9	\$76.65	9	\$130.90
4	Employee + Children	4	\$111.04		4	\$130.90		4	\$76.65	4	\$130.90
154	Family	154	\$111.04		154	\$130.90		154	\$112.45	154	\$130.90
354	TOTAL BY PLAN	354	\$31,521		354	\$37,414		354	\$25,753	354	\$37,414
Percent of Increase			-15.75%			0.00%			-31.17%		0.00%

Comparison of Benefits
Vision



Park City Municipal Corporation
Vision Summary

Carrier	Option	Funding Type	Monthly Premium	Annual Premium	Annual Increase	Percent Increase
Ameritas	CURRENT (Rate Guarantee)	Fully Insured	\$1,758	\$21,101	--	--
		Fully Insured	\$1,758	\$21,101	\$0	0.00%

*VSP DTQ - Uncompetitive

Park City Municipal Corporation
Vision Comparison

	Ameritas		Ameritas		Ameritas		Ameritas	
	Ameritas - EyeMed Network		Ameritas - VSP Network		Ameritas - EyeMed Network		Ameritas - VSP Network	
Vision Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Eye Examination	-	-	-	-	\$10 Copay	up to \$35	\$10 Copay	up to \$45
Standard Plastic Lenses								
Single Vision	\$10 Copay	up to \$25	\$10 Copay	up to \$30	\$10 Copay	up to \$25	\$10 Copay	up to \$30
Bifocal	\$10 Copay	up to \$40	\$10 Copay	up to \$50	\$10 Copay	up to \$40	\$10 Copay	up to \$50
Trifocal	\$10 Copay	up to \$55	\$10 Copay	up to \$65	\$10 Copay	up to \$55	\$10 Copay	up to \$65
Frames*	up to \$130	up to \$65	up to \$130 (VSP)	up to \$70	up to \$105	up to \$65	up to \$105 (VSP)	up to \$70
Contact Lenses*								
Conventional	up to \$130	up to \$104	up to \$130	up to \$105	up to \$105	up to \$104	up to \$105	up to \$105
Disposable	up to \$130	up to \$104	up to \$130	up to \$105	up to \$105	up to \$104	up to \$105	up to \$105
*Either Frames -or- Contact Lenses								
Retail Chains								
Costco	Not Included		Included		Not Included		Included	
Sam's/Walmart	Not Included		Included		Not Included		Included	
Target	Included		Not Included		Included		Not Included	
Visionworks	Not Included		Included		Not Included		Included	
Frequency								
Exams	-		-		12 Months		12 Months	
Lenses	12 Months		12 Months		12 Months		12 Months	
Frames	12 Months		12 Months		12 Months		12 Months	
Contacts	12 Months		12 Months		12 Months		12 Months	
Voluntary / Employer Paid	Voluntary		Voluntary		Voluntary		Voluntary	
Participation Requirements	-		-		-		-	
Rate Guarantee	6/30/2027		6/30/2027		6/30/2027		6/30/2027	
Monthly Rates Plan Type	CURRENT		CURRENT		CURRENT		CURRENT	
	Fully Insured ViewPointe 10-130		Fully Insured Focus 10-130		Fully Insured ViewPointe 10-10-105		Fully Insured Focus 10-10-105	
Subs Enrollment Tier	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate	Subscribers	Premium Rate
67 Employee	1	\$4.79	7	\$4.79	25	\$7.37	34	\$7.37
32 Two-Party	0	\$8.44	2	\$8.44	13	\$12.98	17	\$12.98
54 Family	1	\$10.79	2	\$10.79	16	\$16.60	35	\$16.60
153 TOTAL BY PLAN	2	\$16	11	\$72	54	\$619	86	\$1,052
COMBINED TOTAL	153	\$1,758	--	--	--	--	--	--

*Rate Guarantee

Comparison of Benefits

Employee Assistance Program



Park City Municipal Corporation

Employee Assistance Program Comparison

	Blomquist Hale	Blomquist Hale
Monthly Rates	CURRENT	RENEWAL
Per Employee	\$3.81	\$3.81

Park City Municipal Corporation

Employee Assistance Program Comparison

	Curalinc	Curalinc	Curalinc	Curalinc
In-Person EAP Sessions	5 Sessions	6 Sessions	7 Sessions	8 Sessions
Worksite Services/Trainings	1 Hour Included then \$225/Hour	1 Hour Included then \$225/Hour	1 Hour Included then \$225/Hour	1 Hour Included then \$225/Hour
Financial Counseling	Included	Included	Included	Included
Legal Counseling	Included	Included	Included	Included
Critical Incident Response	\$225/Hour	\$225/Hour	\$225/Hour	\$225/Hour
Rate Guarantee	6/30/2028	6/30/2028	6/30/2028	6/30/2028
Monthly Rates	QUOTE-1	QUOTE-2	QUOTE-3	QUOTE-4
Per Employee	\$2.17 PEPM	\$2.26 PEPM	\$2.47 PEPM	\$2.58 PEPM

Comparison of Benefits
HealthJoy



Park City Municipal Corporation

HealthJoy

	HealthJoy
Core Navigation	\$4.50 PEPM
Curalinc EAP	\$1.50 PEPM
Rate Guarantee	6/31/2027
Monthly Rates	QUOTE-1
Per Employee	\$6.00 PEPM



City Council Staff Report

Subject: Treasure Hill Conservation Easement

Author: Ryan Blair

Department: Property and Open Space

Date: March 27, 2025

Recommendation

The Property and Open Space teams have revised the Treasure Hill Conservation Easement following the City Council's direction provided on [December 19, 2024](#). The Team requests the City Council review, take public input, and consider approving the proposed Treasure Hill Conservation Easement.

Executive Summary

Since the acquisition, several programs and projects have been implemented in collaboration with community stakeholders and residents, including:

On [May 2, 2019](#), the City Council discussed the initial Capital Improvement Plan for the Treasure Hill Open Space, which set forth the following project list:

- **2021:** Construction of the Sixth Street Stairs was completed.
- **2021–2022:** The new Mother Urban Trail was built, supported by a \$50,000 donation from a neighborhood coalition.
- **2022:** The Treasure Hill Trailhead and Rich Martinez statue were completed, including a donation from the Martinez family.

On [August 19, 2021](#), the City Council approved a contract with Alpine Forestry to develop and implement a Treasure Hill Forest Health Plan, which included the following phases:

- **Phase I:** Defensible Space and Mitigation Plan (2021)
- **Phase II:** Wildfire Mitigation (Spring/Fall 2022), which finalized defensible space work where applicable.
- **Phase III:** Wildfire Mitigation (Spring/Fall 2023)

On [November 18, 2021](#), the City Council awarded a contract to Summit Land Conservancy to initiate a baseline inventory of the property and draft a proposed conservation easement. The baseline inventory outlines existing property features and conditions before a conservation easement is considered for final adoption.

Summit Lands' work was done in conjunction with an ALTA (American Land Title Association) survey procured by the City. This survey produced a licensed and recorded survey establishing the boundary, encumbrances, and existing conditions of the property. Typically, an ALTA survey is used to support the baseline inventory.

On [December 5, 2023](#), the City Council was provided an update in anticipation of a proposed conservation easement for its consideration.

Another update was provided to the Council on [December 19th, 2024](#), when the property and open space team walked through various components of the proposed easement and received feedback from Council. Policy direction (changes) obtained from the City Council have been incorporated into the updated easement document proposed for your consideration and review in Exhibit 1.

Analysis

The proposed Treasure Hill Conservation Easement is attached as Exhibit 1. A breakdown of each easement component was outlined and discussed in the [December 19th work session Staff Report](#). After publishing the prior draft, we received feedback from the City Council, the public, Summit Lands, the previous property owner, and the current ski resort operator. Changes were made based on the collection of that feedback and the Council's direction.

Pursuant to City Council direction, the primary changes to the easement draft since the prior version include:

- Changes to the existing rights outlined in section 5(C) of the Conservation Easement (pg. 6).
 - o We updated the reference to the title report to the newer combined title report.
 - o We added a reference to the Town Lift Agreement and Amendments, which are specifically referenced in the City's deed but are not otherwise listed on the title exceptions.
- Changes to the requirements for modifying ski resort operations in sections 6 and 9 of Exhibit C to the Conservation Easement (pgs. C-1 to C-2).
 - o We bolstered the notice provision, ensuring the Conservancy is formally notified of construction and any proposed changes, and the Conservancy has an opportunity to provide comments.
 - o We removed the Conservancy's right to approve or deny changes to ski resort operations. As the property owner, the City has sole authority to approve or deny these specific modifications.
- Changes to encroachments in section 20 of Exhibit C of the Conservation Easement (pgs. C-5 to C-6).
 - o We added a clause in the encroachment section that allows existing encroachments to remain "based on evidence of a legal right to exist in their current location." This likely only applies to historic improvements placed on the property long before City ownership occurred.

- The specific encroachments that this clause might apply to are listed specifically so that other property owners cannot assert future claims based upon this new clause.
- **The Conservancy has asked for additional changes, these are outlined in Exhibit 2. They request additional modifications in Sections 9 (A), (B) and (C) Ski Resort Operations.**

Exhibits

Exhibit 1: Proposed Conservation Easement

Exhibit 2: Letter to Council Treasure CE

WHEN RECORDED, RETURN TO:
Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060

TREASURE HILL CONSERVATION EASEMENT

THIS TREASURE HILL CONSERVATION EASEMENT (this “Easement”) is made effective as of the date of recording with the office of the Summit County Recorder (the “Effective Date”) by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“City”), and SUMMIT LAND CONSERVANCY, a Utah nonprofit corporation (“Conservancy”). The City 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 B1: Encroachment Exhibits
- Exhibit C: Permitted and Restricted Uses and Practices
- Exhibit D: Existing Rights (Title Exceptions)

RECITALS

- A. The City owns approximately 104.8 acres of certain real property and appurtenances, commonly referred to as the Treasure Hill Open Space, located in Park City, Summit County, State of Utah (collectively, the “Property”). The Property is described in Exhibit A and shown on the Property Map attached as Exhibit B.
- B. As fee owner of the Property, the City owns the affirmative right to identify, preserve, enhance, and protect forever the Conservation Values (defined below) of the Property. The City desires to grant a Conservation Easement in perpetuity to Conservancy pursuant to Utah Code Title 57, Chapter 18, sections 1 through 7, Land Conservation Easement Act (“Utah Conservation Easement Act”) which authorizes the acquisition of a conservation easement by a qualified organization for the purpose of preserving and maintaining land predominantly in a natural, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat or other use or condition consistent with the protection of open land.
- C. The Property is open hillside and forested land immediately adjacent to Park City’s Historic Old Town with seasonal public access to trails maintained by the City and ski runs that are part of “Park City Mountain” ski resort. Prior to the City’s ~~purchase~~ acquisition of the Property, the Property was the subject of planning and development activities to exercise vested Development Rights (defined below) for the construction of multi-story commercial resort accommodations and associated amenities. A portion of the Property was deeded to the City in 1996, and more recently, Park City’s voters approved a \$48 million general

obligation bond to finance the acquisition ~~and preservation~~ of the remainder of the Property and to preserve and protect the Property's conservation values, to eliminate any future commercial or residential development, and to make limited improvements for public access, trailhead parking and use.

D. The conservation purposes and values preserved and protected under this Easement include (i) the preservation of land for outdoor recreation and education of the general public, (ii) the protection of a relatively natural habitat for wildlife, plants, and natural vegetation; (iii) the preservation of open space, including forest land, for the scenic enjoyment of the general public; and (iv) the preservation of historic structures and historic character. Said conservation purposes and values are consistent with the requirements of I.R.C. § 170(h) (2006) and are described in more detail in subsections (i) through (v) immediately below and are collectively referred to as the “Conservation Values.”

- (i) Preservation of Public Outdoor Recreation. The Property has natural surface trails frequently used by the general public in the spring, summer and fall for hiking, trail running, dog walking, and mountain biking. Said trails are accessible from Park City's Historic Old Town and are supported by trailheads and access points from adjacent residential public streets. The Property's trails are part of and connected to the greater Park City world-class mountain trails network. Some trails on the Property have educational signage and artwork pertinent to Park City's mining town history including the giant sculpture of a miner at the Lowell Avenue trailhead. The “Town Lift” chairlift and ski runs are located on the Property and are operated and managed by the “Park City Mountain” ski resort operator during the winter months. The chairlift and ski area provide an important skier/snowboarder access point from Old Town to the larger ski resort area, with ski-in and ski-out opportunities for occupants of residences on Norfolk Avenue, Woodside Avenue and Lowell Avenue, Crescent Tram, 8th Street and King Road. Ski resort lift tickets are widely available for purchase by the public. During the winter months the public accesses the Property for additional snow related recreation including snowshoeing and uphill-travel skiing outside of ski resort operating hours.
- (ii) Protection of Natural Habitat for Wildlife and Vegetation. The Property is relatively natural habitat for a variety of wildlife including large ‘game’ (deer, elk, moose), ground mammals (marmot, squirrel, ermine) and birds (grouse, medium-large raptors). Sightings of deer and moose are common on the Property year-round. The Property has been identified as part of a crucial habitat for moose, elk, mule deer, and dusky grouse. The Property has a special status designation as a habitat for the northern goshawk, a Sensitive Species. The milkweed plants and foraging opportunities on the Property provide an ideal annual migratory location for the monarch butterfly. The flowering plants on the Property create a suitable habitat for the western bumble bee, a species being reviewed for protection under the Endangered Species Act. The Property is dominated by mature Gamble Oak, Sagebrush, White Fir, Conifers, Rocky Mountain Quaking Aspen, and Rocky Mountain and Bigtooth Maples, creating a spectacular scenic view for the general public throughout Park City.

- (iii) Preservation of Open Space for Scenic Enjoyment. The Property is clearly visible from many public roadways and trails throughout Park City and from the Town Lift chairlift that connects directly to Park City’s Historic Main Street. The Property is visible from Old Town, Masonic Hill, Lower Deer Valley, Resort Center neighborhoods, and from higher elevation vantage points throughout the City. The Property offers a view of skiers descending snow covered ski runs in the winter and forested hillsides year-round, a view that is particularly striking in the fall with vibrant, colorful foliage. Preservation of the Property for conservation purposes is consistent with the community open space values reflected in the *Park City General Plan*, adopted by the City in 2014. A strategy of said plan is that regions should be bounded by and provide a continuous system of greenbelt/wildlife corridors with an emphasis on the goal of protecting viewsheds of surrounding neighborhoods and the Historic Main Street corridor.
 - (iv) Preservation of Historic Structures and Character. One of the core values of the Park City community is the preservation of the City’s historic character. Park City is home to more than 400 historic sites and two National Register Historic Districts. The undeveloped Property complements the historic character of adjacent lands, and the Property has ruins and artifacts from Park City’s mining era. The Property overlooks the Main Street Historic District and is adjacent to the Old Town Historic neighborhood with densely built residential homes of historical significance dating back to the mining boom period of 1872–1929. Some residences are original miner’s cabins that reflect Queen Anne, Mission/Spanish Revival and Victorian architectural styles. Aerial tram towers and associated historic mining artifacts are located on the Property and are accessible from public trails.
- E. The Conservation Values are further documented in the Baseline Document Report (the “Baseline Report”), a copy of which is on file at the offices of the City and the Conservancy. The City and Conservancy hereby acknowledge that said Baseline Report memorializes the condition of the Property as of the Effective Date of this Easement.
- 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 I.R.C. §§ 501(c)(3) and 509(a)(1). The Conservancy is organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes. The Conservancy is a “qualified organization” within the provisions of I.R.C. § 170(h), it is qualified to acquire and hold conservation easements, and it is a qualified “Conservancy” for a conservation easement under the Utah Conservation Easement Act.
- G. This Easement is granted following the acquisition of a portion of the Property by the City (together with the property known as Armstrong/Snow Ranch Pasture, also located in Park City) for \$64 million dollars, largely using the proceeds of a \$48 million-dollar open space bond supported by a public vote of 77.3% of the Park City community on November 6, 2018. The express purpose of the open space bond was to enable the City to acquire and forever preserve the Property (and Armstrong/Snow Ranch Pasture) to protect the

conservation values, improve public access and eliminate any future commercial or residential development.

- H. To accomplish the Conservation Purposes (defined below), the City desires to convey to the Conservancy and the Conservancy desires to accept from the City a conservation easement that restricts the uses of the Property as provided herein and grants certain rights to the Conservancy to preserve, protect, identify, restore, monitor, and enhance the Conservation Values in perpetuity.
- I. The Conservancy agrees, by accepting this grant, to honor the existing agreements and the intentions of the City stated herein and to preserve and protect the Conservation Values of the Property in perpetuity for the public benefit. The Conservancy acknowledges that no goods or services or other consideration of any kind whatsoever were received by the Conservancy in consideration of or exchange for this Easement.

CONSERVATION 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 Utah state law including without limitation the Utah Conservation Easement Act, the City and the Conservancy agree as follows:

- 1. GRANT OF EASEMENT. The City voluntarily and without consideration of any kind hereby grants and conveys to the Conservancy, and the Conservancy hereby accepts from the City, a perpetual conservation 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.
- 2. CONSERVATION PURPOSES. The purposes of this Easement are to preserve and protect in perpetuity and, in the event of their degradation or destruction, to assure the preservation and restoration of the Conservation Values of the Property. In particular, the purpose of this Easement is to protect natural vegetation and wildlife habitat, maintain the Property's natural, aesthetic, and scenic open space qualities, provide public access to outdoor recreation, and complement the local historic districts. In achieving the above-named purposes (collectively, the "Conservation 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 Conservation Values protected herein, and consistent with the terms, conditions, and restrictions stated in this Easement.
- 3. BASELINE REPORT. By its execution of this Easement, the Conservancy acknowledges that the City's present uses of the Property are compatible with the purposes of this Easement. To evidence the present condition of the Property (including both natural and manmade features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline 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 Baseline Report, signed by the Parties at the time of this grant of Easement, 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. In addition to the public benefits described as the Conservation Values, the Baseline Report identifies public policies and statements and/or other factual information supporting the significant public benefit of this Easement. The Conservancy may use the Baseline Report in enforcing provisions of this Conservation Easement but is not limited to use of the Baseline Report to show change of conditions. The Baseline Report is incorporated into this Conservation Easement by reference. The City and the Conservancy approve the Baseline Report, a copy of which is on file with the City and the original of which is on file with the Conservancy at their respective addresses for notices set forth below.

4. THE CONSERVANCY’S RIGHTS. To accomplish the Conservation 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 Conservation Values in perpetuity, and in the event of their degradation or destruction, the right to restore 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 by public ways or otherwise including, but not limited to, any access easements appurtenant to the Property or held by the City, to enter upon the Property at any time in order to: monitor compliance with and otherwise enforce the terms of this Easement; to study and document ecosystems and other features of the Property; to take ground and aerial photographs of the Property; and to determine whether activities on the Property are in compliance with the terms of this Easement; all in a manner that does not unreasonably disturb the use of the Property by the Property users consistent with this Easement.
- 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, in any material respect, with the preservation of the Conservation Values.

5. USES OF THE PROPERTY.

- A. The City may use and manage the Property as open space for passive recreational use by the public consistent with the Conservation Values and the permitted and prohibited uses described in Exhibit C (the “Reserved Use Rights”).
- B. The City reserves to the City and the City’s successors and assigns as the owner of the Property all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in uses of the Property that are not expressly prohibited herein and that are consistent with the purpose of the Easement, including without limitation the right to engage in or permit others to engage in Reserved Use Rights.

- C. To the extent the rights are valid and enforceable at the time they are asserted, ~~Adjacent~~-adjacent property owners and others have certain rights to use the Property (“Existing Rights”) as described in:
- i. The ~~Exceptions~~exceptions and documents referenced in Schedule B, Part II, of the Alta Commitment for Title Insurance for the ~~parcels with tax serial numbers PC-321-X, PC-351-X and PC-364-A-X, and part of the parcel with tax serial number PC-364-A-X,~~Property prepared by Stewart Title Guaranty Company, with a commitment date of ~~February 27~~November 1, 2024-which. A list of the exceptions and documents is attached as Exhibit D.
~~The Exceptions and documents referenced in Schedule B, Part II, of the Alta Commitment for Title Insurance for the parcel with tax serial number THILL-S-X, prepared by Stewart Title Guaranty Company, with a commitment date of March 28, 2022, which is attached as Exhibit D.~~
 - ii. That certain Agreement dated November 30, 1981, as amended by a First Amendment to Tram Agreement dated October 5, 1982, a Second Amendment to Tram Agreement dated August 14, 1984, a Third Amendment to Agreement dated February 25, 1997, and a Fourth Amendment to Agreement dated February 1, 1999 , as attached in Exhibit D (collectively, “Town Lift Agreement”).

6. APPROVAL REQUEST.

- A. The Conservancy’s Approval. The City will not undertake or authorize any activity requiring prior approval by the Conservancy, as set forth in Exhibit C, 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, the City will send the Conservancy written notice of the City’s intention to undertake or authorize 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 30 days of receipt of the City’s notice.
- B. The Conservancy’s Decision. No later than 30 days from the Conservancy’s receipt of information adequate to review the proposed activity, the Conservancy will notify the City of its disapproval or approval of the City’s proposal, or the Conservancy may approve the City’s proposal with 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. Conservancy’s failure to respond within the 30 days shall be deemed an approval. 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.

7. ENFORCEMENT AND REMEDIES.

- A. Notice of Violation; Corrective Action. If the Conservancy becomes aware that a violation of the terms of this Easement caused by the City, as specified in section 7(A)(i), has occurred or is threatened to occur, the Conservancy will give written notice to the City of such violation and the City 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 the City fails to cure such violation within 60 days after receipt of notice from the Conservancy, or under circumstances where the violation cannot reasonably be cured within a 60-day period, or if the City fails to begin curing such violation within the 60-day period or if the City fails to continue diligently to cure such violation until finally cured, the Conservancy will have all remedies available at law or 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 other available legal and equitable remedies, including, but not limited to, monetary damages arising from the violation. The Conservancy's rights under this section apply equally to actual or threatened violations of the terms of this Easement. The City agrees that the Conservancy's remedies at law for any violation of the terms of this Easement may be inadequate and that the Conservancy is entitled to the injunctive relief described in this section, 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 Utah Conservation Easement Act are incorporated into this Easement by this reference, and this Easement includes all of the rights and remedies set forth therein.
- i. The City is responsible for the acts of persons acting on its behalf, at its direction, or with its authorization, including but not limited to the City's agents and employees (the "City Parties"). The Conservancy has the right to enforce this Easement against the City for any use of or activities upon the Property that violate the terms of this Easement and are a direct result of an act of the City Parties. Except for the City Parties, the City is not liable for any acts, actions, or omission of any other person and the Conservancy does not have a right to enforce this Easement or make any claim arising under this Easement with respect to the City for the acts or omissions of any other person.
 - ii. The Conservancy has the right, but not the obligation, to pursue all legal and equitable remedies provided under this section against any third party responsible for any activity or use of the Property that is a violation of this Easement.

- B. Costs of Enforcement. If either Party is the prevailing Party in any action against the other, the non-prevailing Party shall reimburse the prevailing Party for any reasonable costs of enforcement or defense, including court costs, mediation and, if applicable, arbitration costs, reasonable attorneys' fees, and any other payment ordered by such Court or arbitrator.
- C. Emergency Enforcement. If the Conservancy, in its reasonable good faith judgment, determines that circumstances require immediate action to prevent or mitigate significant, immediate and material damage to the Conservation Values or to prevent significant and material breach of this Easement, the Conservancy may pursue its remedies under this Easement without prior notice to the City and without waiting for the cure period to expire. Conservancy shall concurrently or as soon as possible thereafter notify the City orally and in writing of all actions taken pursuant to this section.
- D. Forbearance Not a Waiver. Any forbearance by Conservancy to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Conservancy of such violation or another violation of this Easement or of any of Conservancy's rights under this Easement. No delay or omission by Conservancy in the exercise of any right or remedy upon any breach shall impair such rights or remedy or be construed as a waiver.
- 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 City's Control. Notwithstanding anything here to the contrary, nothing contained in this Easement will be construed to entitle the Conservancy to bring any action against the City for, or to require the Conservancy or the City to, restore destruction of or damage to the Conservation Values resulting from, any damage, injury to or change in the Property resulting from or arising as a result of causes beyond the City's control, including without limitation fire, flood, storm, earth movement, landslides, acts of God and/or any other natural disasters or from any action that the City reasonably determines is prudent under emergency conditions to prevent, abate, or mitigate significant injury to the Property.

8. REPRESENTATIONS AND WARRANTIES.

- A. Hazardous Material. The City warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law.
- B. State of Title. The City represents and warrants that the City has good and marketable fee title to the Property, subject only to any liens, encumbrances and

defects described in the title commitment obtained by the Conservancy prior to execution of this Easement. To the best of the City's knowledge, there are no existing easements, leases or other agreements that might cause extinguishment of this Easement, or that would materially impair the Conservation Purposes.

- C. Compliance with Laws. The City 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. The City represents and warrants that to its knowledge 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. Disclosure of Easement Information. The Conservancy has informed the City of the types and legal effects of conservation easements and has advised the City to obtain independent legal advice as required by section 57-18-4 of the Utah Conservation Easement Act.
 - F. 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 the City represent and warrant that the execution of this Easement has been duly authorized by the City.
9. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. The City will be responsible for 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 the City, the public, or any third parties from risks relating to conditions on the Property. The City agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the City 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 the City. The City will be solely responsible for any costs related to the maintenance of general liability insurance covering the City's acts on the Property. The City remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use by the City 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 the City, the obligations of each and all of them under this Easement will be joint and several.
10. RUNNING WITH THE LAND. This Easement burdens and runs with the Property in perpetuity. Every provision of this Easement that applies to the City 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. The City agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by the City in any subsequent deed or other legal instrument by which the City divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and the City further agrees to notify the Conservancy of any pending transfer (including, without limitation, leases) at least 45 days in advance of the transfer. The failure of the City to comply with this section will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the City, 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. Upon conveyance of the Property to any third party, the City will have no further obligations or responsibilities of any kind under this Easement except for matters and occurrences, if any, that arise or arose out of acts or conditions prior to the date of conveyance.

12. INDEMNIFICATION.

- A. Cross Indemnification. Notwithstanding any other provision of this Agreement to the contrary, each Party hereby indemnifies, defends, and holds harmless the other, including, without limitation, the other 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 an Indemnified Party may suffer or incur as a result of, or arising out of use of or activities on the Property, except to the extent caused by the negligence of, or willful misconduct by, the other indemnifying Party.
- B. City Indemnification. The City hereby 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 City's title to the Property or representations and warranties made in this Easement.
- C. No provision of this Easement shall waive any defense or limitation of the Government Immunity Act of Utah (Utah Code §§ 63G-7-101 to -904, as amended).

13. CHANGE OF CONDITIONS. In granting this Easement, the City 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 the City and the

Conservancy that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of the City, or the City'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 the 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 conservation purposes. Each Party will promptly notify the other when it first learns of such circumstances. Proceeds received 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 and distributed, unless otherwise provided by law at the time, in accordance with section 16 ("Use of Proceeds").
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, the City 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, it being expressly agreed that this Easement constitutes a compensable property right, in addition to the City's fee interest, which the Parties agree shall be the priority claim in any condemnation in which the City is not directly involved in its government role. Proceeds received pursuant to condemnation proceedings will be determined and distributed, unless otherwise provided by law at the time, in accordance with section 16 ("Use of Proceeds").
16. USE OF PROCEEDS. Condemnation, termination, or extinguishment proceeds will be utilized by the City to advance conservation purposes and acquire a fee-simple, conservation easement or a similar property interest in open space lands. As appropriate and upon mutual agreement of the Parties, Conservancy may hold a property interest in the acquired property as a joint property owner, conservation easement holder, conservation easement co-holder or otherwise.
17. AMENDMENT. If circumstances arise under which an amendment to or modification of this Easement might be appropriate, the Parties may by mutual written agreement jointly amend this Easement. Any such amendment will: (1) be consistent with the preservation of the Conservation Values of the Property and the Conservation Purposes of this Easement; (2) not affect its perpetual duration or its qualification under any laws; (3) 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 I.R.C. § 501(c)(3); and (4) have a positive or not less than neutral conservation outcome. Any such amendment will be recorded in the land records of Summit County, Utah. Nothing in this section will require either Party to agree to any amendment or to consult or negotiate regarding any amendment.

18. INTERACTION WITH STATE LAW. The provisions of the above sections addressing EXTINGUISHMENT, CONDEMNATION, and AMENDMENT shall apply notwithstanding, and in addition to, any provisions addressing such actions under Utah law.

19. NOTICE. Any written notice called for in this Easement shall be delivered: (i) in person; (ii) by certified mail, return receipt requested, postage prepaid; (iii) by 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 the Conservancy:

Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060
Attention: Chief Executive Officer

To the City:

Park City Municipal Corporation
P.O. Box 1480
445 Marsac Ave.
Park City, UT 84060
Attention: City Attorney

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.

20. INTERPRETATION.

A. Intent. It is the intent of this Easement to protect the Conservation 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 Conservation Values and Conservation Purposes is favored, regardless of any general rule of construction that may be to the contrary. 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 conservation provisions will apply.

B. Governing Law. This Easement will be interpreted in accordance with the laws of the State of Utah.

C. Captions. The section captions in this Easement 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 a “city” or “operator” as those words are defined and used in Environmental Laws (defined below), (b) the obligations or liabilities of a person described in 42 U.S.C. § 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 the City’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.
- E. Merger. This Easement shall not be extinguished under the doctrine of merger. Notwithstanding the foregoing, prior to any occasion in which the Conservancy takes legal title to the City’s interest in the Property, the Conservancy must commit the monitoring and enforcement of this Easement to another qualified organization within the meaning of I.R.C. § 170(h)(3), 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. Unless defined elsewhere in this Easement, capitalized terms used in this Easement have the following meanings.
- i. 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.
 - ii. All references to the “I.R.C.” or “IRS Code” means the Internal Revenue Code in Title 26 of the United States Code.
 - iii. The terms the “City” and the “Conservancy”, and any pronouns used in place thereof, mean and include, respectively, the City and the City’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 U.S.C. §§ 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §§ 6901 et seq.); similar Utah state environmental laws; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.

21. RESTRICTIONS ON TRANSFER. Other than in the context of an extinguishment or condemnation that complies with this Easement, 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 I.R.C. § 501(c)(3) and/or I.R.C. § 170(h) and Utah Conservation Easement Act § 57-18-3 as an eligible donee to receive this Easement directly (the “Eligible Donee”); and (iii) the Eligible Donee has the commitment and resources to enforce, and agrees to enforce, this Easement. Conservancy agrees to provide written notice to the City at least 60 days prior to any intended transfer of this Easement and if the City requests that the Easement be transferred to a specific Eligible Donee, the Parties shall make reasonable efforts to transfer the Easement to said Eligible Donee. Any subsequent transfer of this Easement by any successor in interest to the Conservancy in whole or in part shall also be subject to the provisions of this section. 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.

22. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Easement are intended to be perpetual. If any provision in this Easement is held invalid or unenforceable by any court 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, the Parties want a court to interpret this Easement as follows:

- i. with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
 - ii. if an invalid or unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written;
 - iii. by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
 - iv. if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.
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.
24. RECORDING EFFECTIVE DATE. This Easement shall be effective (the “Effective Date”) on the day it is delivered for recording with the office of the Summit County Recorder, with a date-stamped copy retained as proof of timely delivery. The Conservancy is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and the City agrees to execute any such instruments upon reasonable request.
25. ENTIRE AGREEMENT. This Easement, including the Exhibits attached hereto and the Baseline Report, 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 transactions contemplated by this Easement.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE
CONSERVATION EASEMENT

THE CITY, AS GRANTOR, AND THE CONSERVANCY, AS GRANTEE, have executed this Conservation Easement as of the Effective Date.

GRANTOR:

Park City Municipal Corporation

GRANTEE:

Summit Land Conservancy, a Utah
nonprofit corporation

By: _____

By: _____
Cheryl Fox, Chief Executive Officer

Printed Name: _____

Title: _____

GRANTEE ACKNOWLEDGMENT PAGE
CONSERVATION EASEMENT

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

The foregoing instrument was executed before me this _____ day of _____, 20____, by Cheryl Fox, the Chief Executive Officer of Summit Land Conservancy, a Utah nonprofit corporation.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

GRANTOR ACKNOWLEDGMENT PAGE
CONSERVATION EASEMENT

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

The foregoing instrument was executed before me this _____ day of _____, 20____, by _____, the _____ of Park City Municipal Corporation.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

**EXHIBIT A
TO
CONSERVATION EASEMENT**

LEGAL DESCRIPTION OF THE PROPERTY

A boundary consisting of two (2) parcels of land located in Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said boundary being more particularly described as follows:

Parcel 1:

Beginning at the center of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being South 16°50'13" East, 74.98 feet, more or less from a Park City Monument at the intersection of Lowell Avenue and Shepard Street as shown on the Silver Hill ALTA Property Survey recorded December 29, 1994, as Survey No. S-1870 on file and of record in the office of the County Recorder, Summit County, Utah, thence South 35°16'39" East, 42.58 feet to the point of curvature of a curve to the left, of which the radius point bears North 54°04'32" East, a radial distance of 125.00 feet; thence easterly along the arc of said curve a distance of 275.37 feet, through a central angle of 126°13'13" to a point on the quarter section line of said Section 16; thence along said quarter section line North 89°56'24" East, 141.17 feet; thence South 27°00'12" East, 15.89 feet; thence South 42°57'14" East, 3.40 feet; thence South 55°53'00" West, 93.90 feet; thence South 57°40'08" East, 109.20 feet; thence North 60°08'27" East, 11.21 feet; thence South 38°06'27" East, 39.16 feet; thence South 57°40'08" East, 94.35 feet; thence North 33°32'19" East, 86.59 feet; thence North 23°38'00" West, 40.92 feet; thence South 66°22'00" West, 10.00 feet; thence North 20°02'58" East, 14.48 feet; thence South 69°44'50" East, 41.63 feet; thence South 70°15'52" East, 48.98 feet; thence South 66°22'00" West, 18.75 feet; thence South 32°43'26" West, 24.33 feet; thence South 14°07'38" West, 27.12 feet; thence South 23°38'00" East, 17.00 feet; thence South 45°11'38" East, 54.42 feet; thence South 23°38'00" East, 404.45 feet; thence North 66°52'00" East, 75.00 feet to the Northwest corner of Lot 14, Block 28 of the Park City Survey Amended Plat; thence South 23°38'00" East, 103.87 feet; to a point on the North boundary of the Treasure Hill Subdivision Phase 2 according to the official plat thereof recorded on August 20, 2003, as Entry No. 669916 in the office of the recorder, Summit County, Utah, thence along said boundary the following two (2) courses: 1) South 66°22'00" West, 224.99 feet; thence 2) South 23°38'00" East, 395.57 feet to the North boundary of the Treasure Hill Subdivision Phase 1 according to the official plat thereof recorded on April 15, 1996 as Entry No. 452295 in the office of the recorder, Summit County, Utah; thence along said boundary the following four (4) courses: 1) South 52°00'00" West, 223.20 feet; thence 2) South 84°00'00" West, 112.53 feet; thence 3) South 79°00'00" West, 825.00 feet; thence 4) South 33°32'19" West, 600.01 feet; thence North 47°25'46" West, 856.74 feet; thence North 08°56'27" East, 845.30 feet; thence North 02°31'24" West, 503.18 feet more or less to a point on the quarter section line of Section 16; thence along said section line North 89°56'30" East, 1,081.16 feet more or less to the point of beginning.

(Tax Serial Nos. PC-321-X, PC-351-X and PC-364-A-X)

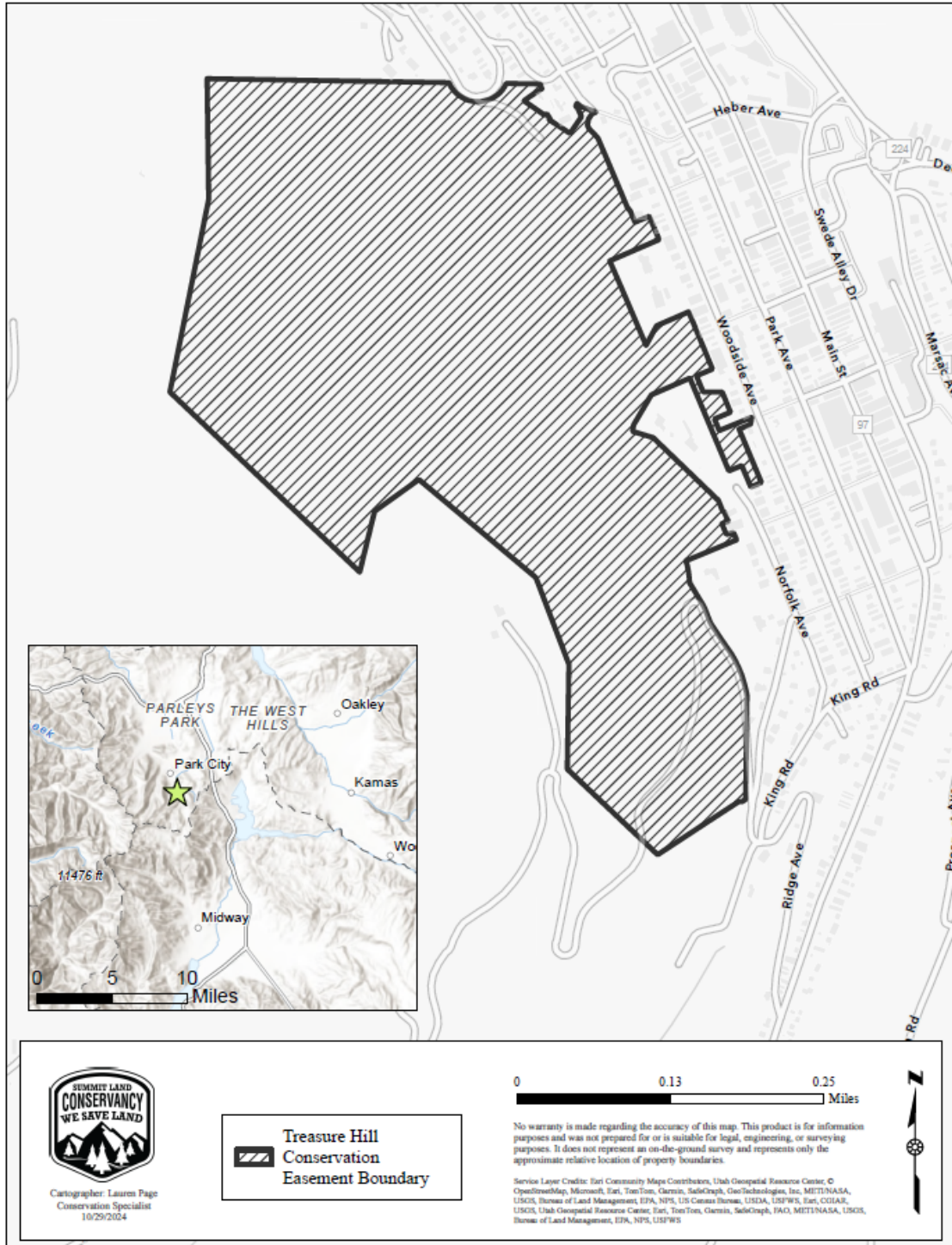
Parcel 2:

ALL OF LOT 5 (OPEN SPACE PARCEL) PHASE I, TREASURE HILL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD, IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

(Tax Serial No. THILL-5-X)

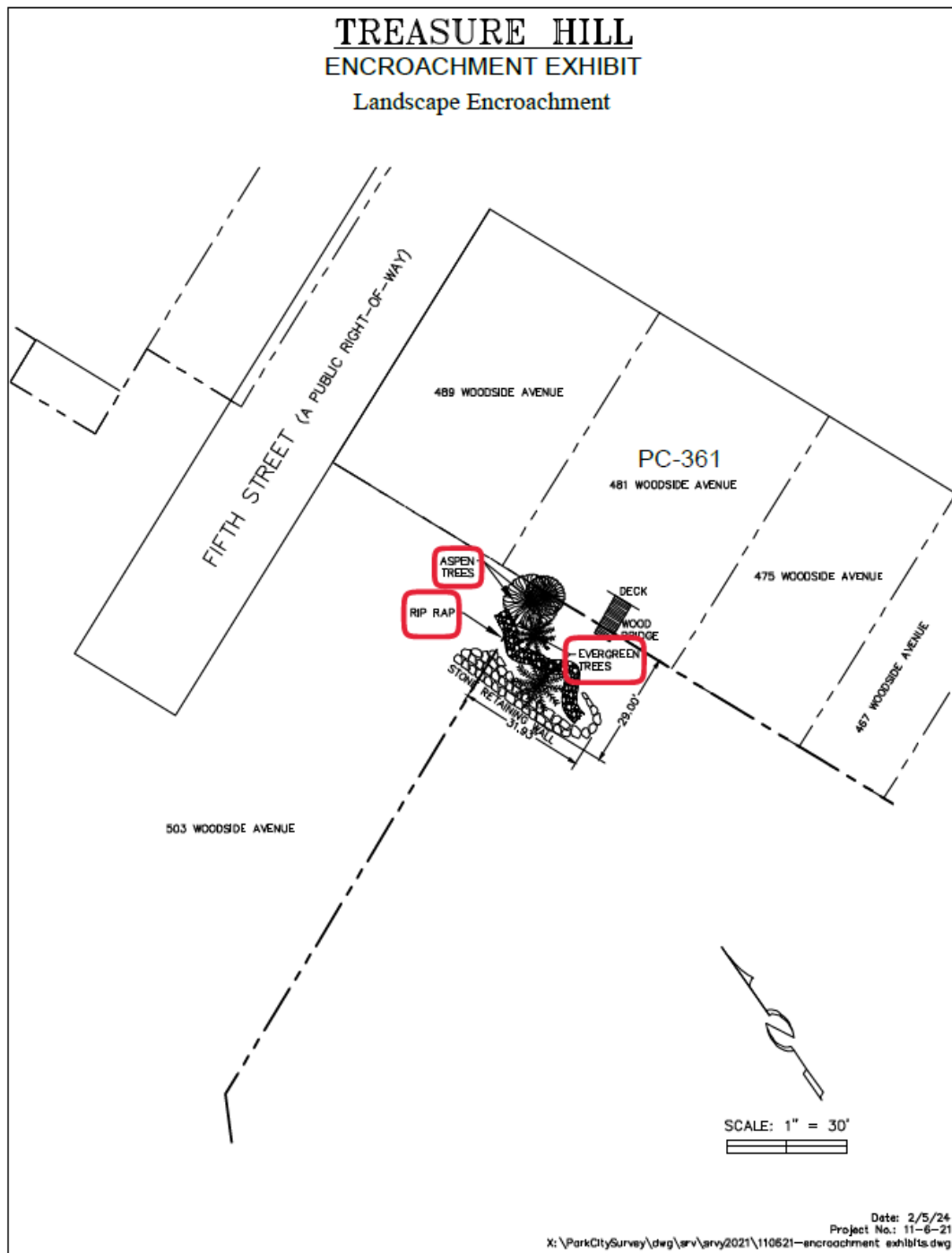
**EXHIBIT B
TO
CONSERVATION EASEMENT**

PROPERTY MAP



**EXHIBIT B1
TO
CONSERVATION EASEMENT**

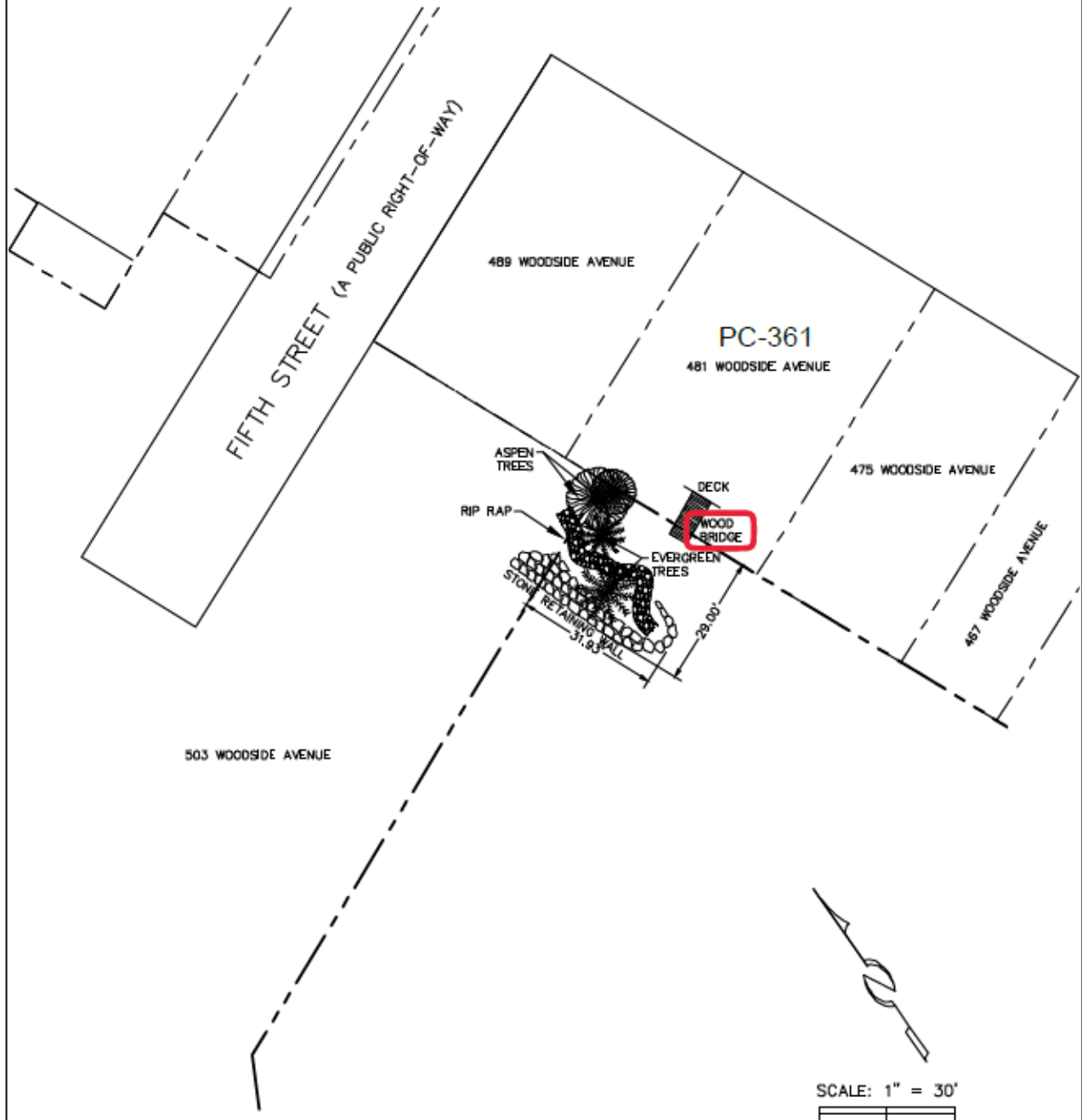
ENCROACHMENT EXHIBITS



TREASURE HILL

ENCROACHMENT EXHIBIT

Stairway Encroachment

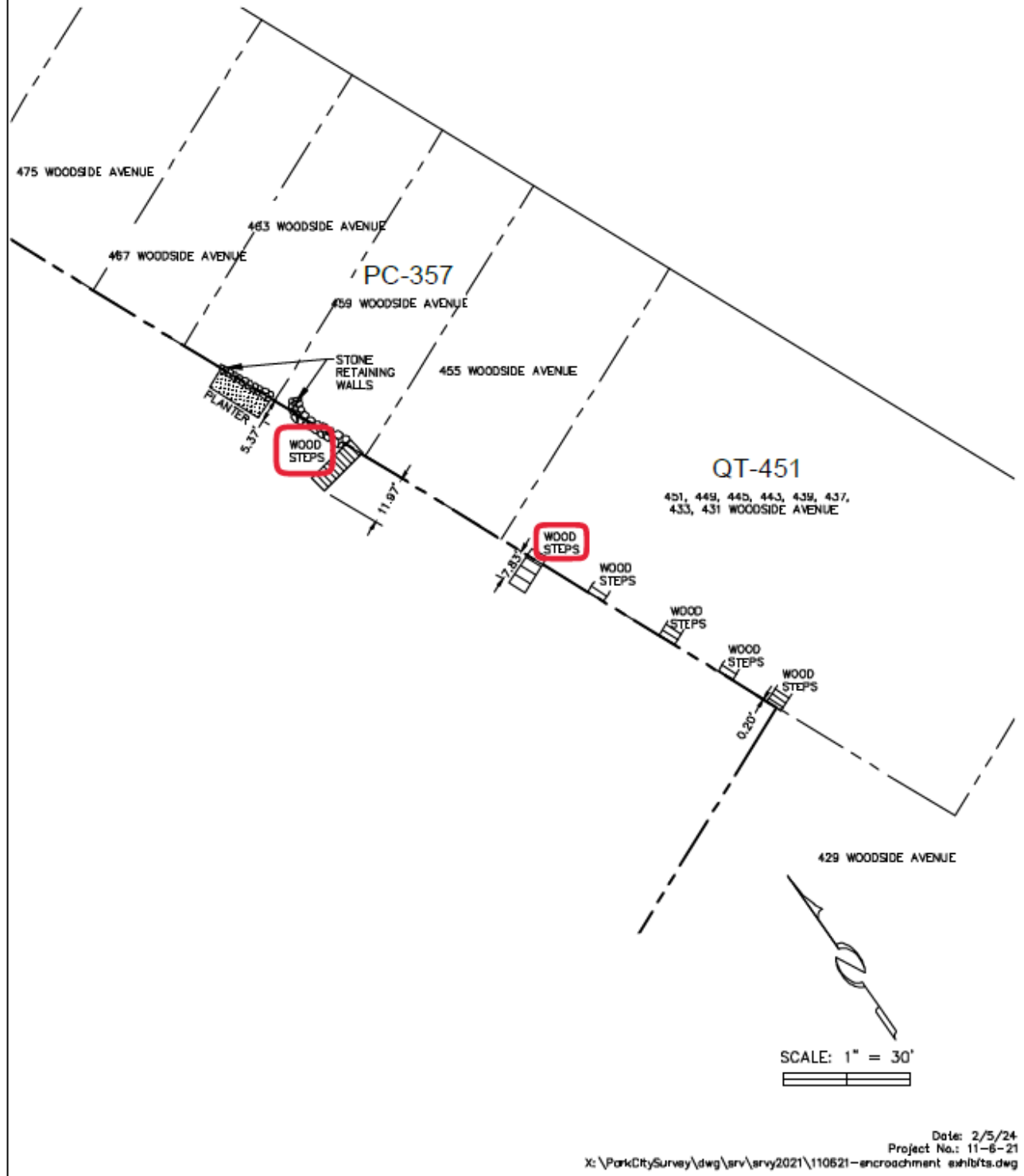


Date: 2/5/24
 Project No.: 11-6-21
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TREASURE HILL

ENCROACHMENT EXHIBIT

Stairway Encroachment



TREASURE HILL
ENCROACHMENT EXHIBIT
Stairway Encroachment



**EXHIBIT C
TO
CONSERVATION EASEMENT**

**RESERVED USE RIGHTS:
PERMITTED AND RESTRICTED USES AND PRACTICES**

With the exception of ~~valid~~ Existing Rights and Reserved Use Rights, the Property shall not be used for residential purposes or for commercial purposes except as permitted in this Exhibit C. Industrial uses are not permitted. The uses set forth in this Exhibit detail specific activities that are permitted or prohibited under this Easement. The uses set forth in this Exhibit are also intended to provide guidance in determining the consistency of other activities with the Conservation Purposes.

1. MANAGEMENT. Unless a conflicting use is specifically allowed in the Easement and this Exhibit C, the City will manage the Property in adherence to best practices for preserving natural and undeveloped open space. Special focus will be given to maintaining recreational areas, wildlife habitats, and scenic qualities. The Property is strictly reserved for open space purposes, and any use inconsistent with this designation is prohibited unless the use is identified in section 5 of the Easement, including Reserved Use Rights and Existing Rights.
2. DEVELOPMENT RIGHTS. Except for the Existing Rights identified in section 5 of the Easement, all Development Rights that are now or hereafter allocated to, vested, implied, reserved, or inherent in the Property are hereby terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described or to any other property adjacent, or otherwise, used for the purpose of calculating any commercial yield of the Property or any other property.
3. SUBDIVISION. The legal or de facto division, subdivision, or partitioning of the Property is prohibited. Notwithstanding the fact that, as of the Effective Date, the Property is comprised of separate legal parcels, 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 City nor the City'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 separate legal parcels as of the Effective Date will not be interpreted to permit any use or activity that would not have been permitted under the terms and conditions of this Easement as applied to the Property as a whole.
4. IMPROVEMENTS. No dwelling, building, structure or above-surface equipment or facilities of any kind shall be erected or placed on the Property except for the following:
 - (a) improvements necessary to protect the safety and physical integrity of the surrounding

properties; (b) improvements necessary to protect the safety of patrons of the ski resort or recreational trail users; (c) improvements related to the enhancement of the Conservation Values; (d) improvements for trails, as hereafter described; and (e) improvements pursuant to Existing Rights, including for ski resort operations as further described in section 9 of this Exhibit.

5. UTILITIES. The installation of new utilities not subject to existing utility easements is subject to the Conservancy's prior written approval, not to be unreasonably withheld. The City may, if consistent with Conservancy review, approve the installation of new utilities if: (a) such utility is to be located underground and disturbed areas are to be re-vegetated pursuant to a re-vegetation plan approved by the Conservancy, or (b) the utility is located within an existing easement and impacts to the Conservation Values will be minimal.
6. ROADS. The construction of new roads and the improvement or expansion of old roads for the purpose of public vehicular access or access to lands adjacent to the Property is prohibited. The construction of temporary unpaved roads necessary for the construction of ski resort operation improvements pursuant to ~~the modification of Existing Rights described in~~ section 9 of this Exhibit C is permitted upon prior written notice ~~and approval of~~ the Conservancy. Roads built pursuant to this section shall be designed and constructed to minimize impacts to the Conservation Values, and disturbed areas shall be remediated and re-vegetated upon completion of the construction of the ski resort operation improvements.
7. FENCES. Fences may be built on the Property with the written agreement of the Parties, provided such fences (a) are reasonably necessary for the protection of property, wildlife resources or public safety, (b) will not unduly restrict or impair wildlife movement, and (c) will not unduly interfere with the public access and scenic value of the Property.
8. SIGNS AND BILLBOARDS. Billboards and signs are prohibited on the Property, other than signs for the following purposes:
 - A. To indicate that the Property is protected by a conservation easement held by the Conservancy and owned by the City.
 - B. To identify public recreational trails and directions to trailheads;
 - C. To identify ski runs;
 - D. To identify interpretive sites;
 - E. To provide educational and historical information;
 - F. To provide the rules and regulations and information related to safety or hazardous conditions; and
 - G. To close trails or areas to public use.
9. SKI RESORT OPERATIONS.
 - A. Modification of Ski Resort Operations. The Property is subject to Existing Rights related to ski resort operations. ~~Upon prior written notice and approval of the Conservancy, the~~ The City may modify the Existing Rights related to ski resort operations or ~~enter into new agreements to~~ grant changes to ski resort operations,

including by allowing changes to the design or size of the ski lift, changes to permit a different form of aerial ski lift, changes to the location or alignment of the ski lift, additional ski runs or the re-alignment of existing runs, and/or changes to snow-making infrastructure.

- B. Notice to Conservancy. Prior to approving a modification or grant under this Section, the City must provide written notice to the Conservancy. The Conservancy shall provide any comments regarding the proposed modifications or changes in writing within 30 days of receiving the City's notice. After the 30-day period, the City will consider any comments received from the Conservancy. Additionally, the City will provide notice to the Conservancy of any construction activity or proposed construction activity on the Property related to ski resort operations.
 - C. Approval or Denial. After considering any comments received from the Conservancy during the 30-day period following notice, the City, at its discretion, may allow or deny modifications or changes. The City may also propose revisions to any proposal before allowing or denying modifications or changes. Any modifications or grant under this Section must meet the following requirements: (i) the Property must continue to be made widely available for use as a ski resort, with lift tickets offered for sale to the general public; (ii) any modifications to the location or alignment of the ski lift and runs must continue to allow for reasonable access to a greater ski resort area from Old Town; (iii) recreational trails for public recreational uses such as hiking and mountain biking must be maintained or re-aligned to allow for similar or improved summer-time recreational opportunities; (iv) impacts to natural wildlife habitat must be mitigated through the re-vegetation and restoration of areas disturbed by the development of a new ski runs, infrastructure, or changes to the ski lift; and (v) historic artifacts and tram towers must be maintained in their current location, or a new location accessible to the public.
10. TRAILS. The City shall maintain and manage trails in a manner consistent with the Conservation Values and with jurisdictional planning and permitting requirements and Existing Rights. Trails shall remain available for use by the public at no charge as conditions permit and during the months when the Property is not used for winter-time lift-accessed ski resort operations. Trails may be closed due to public safety concerns or to enhance the Conservation Values of the Property. Substantial re-alignments to existing trails or the construction of new trails must be consistent with Existing Rights and shall be subject to prior written approval of the Conservancy, not to be unreasonably withheld.
11. PUBLIC AMENITIES.
- A. Stairways. The City may construct and maintain stairs upon the Property for public pedestrian access to the Property.
 - B. Trailheads. The City may construct and maintain trailheads on the Property with maps, areas for waste, and other amenities, not including parking. The City may

maintain the bronze statue of Rich Martinez, located adjacent to the trailhead and public parking spaces on Lowell Avenue, pursuant to the terms and conditions of the Existing Rights described in section 5 of the Easement.

- C. Other Amenities. Other improvements to facilitate public access to and from the Property and to enhance public recreational uses may be built by the City upon prior notice and approval from the Conservancy.

12. CONSTRUCTION STAGING AND DELIVERY ACCESS. The City reserves the right to license or permit the temporary and limited use of the Property as a staging area for construction, repair, or improvements to adjacent property in conjunction with a building permit approval, where required. The City reserves the right to license or permit the temporary and limited use of the Property for occasional deliveries of materials or equipment to adjacent property in circumstances where delivery from the regular driveways and roads is not practicable due to the close proximity of adjacent buildings. Vehicular access pursuant to this section shall be across existing and established access routes. The City shall not permit or license activities that are likely to have a significant or long-term impact to the Conservation Values of the Property.
13. RECREATIONAL USES. Subject to reasonable, limited, restrictions, the Property may be used for non-motorized, passive recreational activities including, but not limited to, hiking, biking, trail running, dog walking, alpine, telemark and Alpine Touring (AT) skiing, snowboarding, snowshoeing, and horseback riding on designated recreational trails. Further, trails used for ski access to residential properties or pedestrian summer and winter recreational access to the Property are located on the Property. The City may allow for continued use of said trails, but the planting of non-native grasses, grading or changes in topography for trail improvements or expansion beyond the existing trail width and condition is prohibited.
14. HUNTING OR TRAPPING. Hunting or trapping on the Property is prohibited, except for the purpose of predatory, diseased, or problem animal control, which may be permitted with the City's written permission.
15. RESIDENTIAL AND INDUSTRIAL USES. Except for ~~valid~~ Existing Rights and for City-permitted construction staging or deliveries as described in section 12 of this Exhibit C, the Property shall not be used for residential or industrial purposes.
16. GATHERINGS OF PEOPLE AND EVENTS. Public recreational events on established trails and making use of undeveloped areas may be permitted, consistent with the City's special event application and review process, so long as the events are consistent with the Conservation Values.
17. PARKING AND MOTORIZED VEHICLE USE. The use of **electric**-assisted bicycles (e-bikes) on the Property shall be restricted pursuant to state and local laws, rules, and regulations. Other motorized vehicles, including but not limited to snowmobiles, ATVs, jeeps, and motor bikes, are not permitted on the property other than for the exercise of Existing Rights, for City-permitted construction staging and deliveries, for emergency

services, as necessary for ski resort operations, for trail and Property maintenance, the maintenance of utilities, and for the construction of new trails or trail amenities as otherwise permitted by this Easement. Parking is not permitted anywhere on the Property other than temporarily, for the purposes expressly described in the Easement and this Exhibit.

18. RIGHTS OF CERTAIN ADJACENT PARCEL OWNERS. Adjacent property owners and others have certain ~~Existing rights~~ Rights to use the property as described in section 5(C) of the Easement ~~(the “Existing Rights”)~~. Such rights do not extend to any other parcels or parcel owners. ~~The~~ Except as otherwise allowed in this Easement, including for ski resort operations pursuant to section 9 of this Exhibit C, the City may terminate or the modify the Existing Rights, pursuant to the terms of the ~~recorded~~ applicable agreements, provided: (i) any modification will terminate or further limit and restrict the use of the Property for secondary access, construction staging, depositing fill or trail access to the property owners with Existing Rights; and (ii) any modification will enhance or improve the Conservation Values of the Property or use of the Property in a way that benefits the general public.
19. LANDSCAPING MAINTENANCE AND IMPROVEMENTS. The City may grant permission to property owners adjacent to the Property (“Adjacent Landowners”) -to perform landscaping maintenance and make minor landscaping improvements for purposes of: (i) improving emergency access, (ii) creating defensible space from wildfires, (iii) protecting the health and safety of persons and property, and (iv) creating a buffer between homes and other improvements and the Property. Prior to the authorization of landscaping work by an Adjacent Landowner, the Adjacent Landowner shall submit a landscaping plan to the City defining the scope of the proposed work ~~and the~~. The City ~~shall~~ may, at its discretion, approve or deny the landscaping plan in writing, with approval subject to any modifications requested by the City. The City shall give Conservancy notice of any landscaping plan approval made pursuant to this section 19, to allow for the Conservancy’s monitoring and stewardship of the Property.
20. ENCROACHMENTS. The parties acknowledge that, as documented in the Baseline Document Report that includes an ALTA Survey that is also recorded with the office of the Summit County Recorder as Entry# S0011459, there are encroachments on the Property for the benefit of private adjacent residential lands at the time of recording of this Easement. As described in the Baseline Document Report, the City will cause certain encroachments to be removed, and disturbed areas will be remediated.

The parties agree that the following landscaping improvements exist on the Property as described in the attached Exhibit B1, and the City may allow them to remain but not be expanded:

- A. PC-361: City may allow the owner of the residence with a street address of 481 Woodside Avenue to maintain and enjoy landscaping improvements in their current condition. Said improvements include a small rock/rip-rap feature and an irrigation system for the irrigation of plants and trees native to the Property. The size or height of the rock water feature shall not be expanded.

The parties agree that the following stairway and walkway improvements exist on the Property as described in the attached Exhibit B1, and the City may, [based on evidence of a legal right to exist in their current location](#), allow them to remain but not be expanded:

- A. PC-361: City may allow the owner of the residence with a street address of 481 Woodside Avenue to use and maintain the access walkway/bridge extending from the second-floor balcony of the residence onto and upon the Property for the purpose of ingress and egress to the Property and as an emergency access route from the residence. Approximately 5 boards of the walkway encroach onto and upon the Property by approximately 3 feet beyond the Property line.
 - B. PC-357: The City may allow the owner of the residence with a street address of 459 Woodside Avenue to use and maintain the wood steps onto and upon the Property for the purpose of ingress and egress to the Property and as an emergency access route from the residence. Said staircase includes 9 steps that encroach approximately 12 feet beyond the Property line.
 - C. QT-451: The City may allow the owner of the residence with a street address of 451 Woodside Avenue to use and maintain the wood steps onto and upon the Property for the purpose of ingress and egress to the Property and as an emergency access route from the residence. Said staircase includes 3 steps that encroach approximately 8 feet beyond the Property line.
 - D. ELP-A and 409-WSR-1: City may allow the owners of the two residences with street addresses of 421 and 409 Woodside Avenue to use and maintain the wooden steps extending from the shared property line of the two parcels onto and upon the Property for the purpose of ingress and egress to the Property and as an emergency access route from the residences. Said staircase includes 7 steps that encroach approximately 11.5 feet beyond the Property line.
21. RETAINING WALLS. Established retaining walls to prevent erosion to adjacent residential lands may be maintained in their current condition.
22. ADA ACCESS. Nothing contained in the Easement will prevent the City from allowing the use of electric wheelchairs or other power-driven mobility devices on the Property pursuant to the City's obligations under the Americans with Disabilities Act of 1990, or other laws and regulations pertaining to the rights of persons with disabilities.
23. HABITAT RESTORATION ACTIVITIES. Activities to restore or enhance native plant communities or wildlife habitat will be permitted upon the mutual agreement and approval of the City and the Conservancy.
24. DESTRUCTION OF NATIVE VEGETATION. The removal, cutting or destruction of native vegetation is prohibited except (a) as allowed by, or as reasonably incident to activities allowed by, the Easement or this Exhibit, (b) for disease or insect control, (c) for wildfire mitigation, and (d) to prevent property damage or personal injury.

25. NON-NATIVE SPECIES. Introduction of any non-native plant or animal species is prohibited other than those generally accepted for habitat improvement or as mutually agreed upon by the City and the Conservancy.
26. FIRE SUPPRESSION AND FOREST MANAGEMENT. The City may remove trees, brush, and vegetation as necessary to minimize the risk of wildfire on the Property and surrounding environment. Fire management and forest health considerations identified in the Treasure Hill Forest Management Plan included in the Baseline Report (the “Forest Management Plan”) reflect compliance with the terms of this Easement. The practices and guidelines described in the Forest Management Plan may from time to time be modified to reflect changing conditions and best practices for forest management. Potential means to reduce or remove high-risk fuel loads should include requiring the City or the City’s agent to remove deadfall and slash created during the maintenance of trails. Removal methods (a) shall limit the effect on the native biological diversity; (b) may include, but would not be limited to, hand removal, mechanized methods, and biological methods such as short-duration grazing; and (c) shall be consistent with the techniques employed by and the wildfire management determinations of the governing fire authority for the Property.
27. BURNING. Burning of any materials on the Property is prohibited, except as necessary for vegetation management, fire protection purposes or other best-practice property management purposes.
28. WATER RESOURCES. The City may enhance, if applicable, water quality on the Property recognized as necessary or beneficial to wildlife, ecological or habitat values on the Property, provided such enhancements are consistent with the terms of this Easement and its Conservation Values, and comply with all applicable laws and regulations.
29. DUMPING AND WASTE. No dumping, burying, storing, applying, or releasing of waste, sewage, garbage, vehicles, or appliances is allowed on the Property, except for appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal.
30. MINING AND NATURAL RESOURCE 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. The City 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 the City 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.
31. CHEMICAL AND BIOLOGICAL CONTROLS. In accordance with all applicable federal, state and local laws and regulations, the City has the right to use agrichemicals and biological controls on the Property as necessary to control noxious weeds, pests and for mosquito abatement. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of

application constituting the minimum necessary to accomplish reasonable noxious weed, pest and mosquito abatement objectives while minimizing adverse effects on the natural values of the Property and avoiding any impairment of the natural ecosystems and processes.

32. 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. This Easement does not permit Conservancy to control any use of the Property by the City which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, Conservancy may bring an action to protect the Conservation Values of the Property. This prohibition does not impose liability on Conservancy, nor shall Conservancy be construed as having liability as a “responsible party” or “potentially responsible party” under CERCLA or other similar state or federal statutes.

**EXHIBIT D
TO
CONSERVATION EASEMENT**

**EXISTING RIGHTS:
TITLE EXCEPTIONS**

THE FOLLOWING 25 EXCEPTIONS AFFECT PARCELS PC-321-X, PC-351-X and PC-364-A-X

1. The effects of that certain NOTICE OF TRANSFER FEE COVENANT [Pursuant to Utah Code §§ 57-1-46:47], Recorded MAY 30, 2024 as Entry No. 1220654 in Book 2820, at Page 1365, SUMMIT County Recorder's Office.
2. Encroachment Permit by and between PARK CITY MUNICIPAL CORPORATION (City) and OLD TOWN LANDS (Owner(s)), recorded DECMEBR 18, 2020., as Entry No. 1150725, in Book 2627, on Page 196, a driveway within the City right of way.
3. Encroachment Permit by and between PARK CITY MUNICIPAL CORPORATION (City) and PARK CITY MUNICIPAL (Owner(s)), recorded AUGUST 31, 2021, as Entry No. 1172047, in Book 2689, on Page 73, to build, maintain, and use certain improvements within the City property and right-of-way at 909 LOWELL AVE (street address).
4. All matters contained in that certain TREASURE HILL BOUNDARY Survey, dated OCTOBER 8, 2021, by ALLIANCE ENGINEERING INC., filed as Job No., 11-6-21.
5. All matters contained in that certain ALTA/NSPS Land Title Survey Treasure Hill Overall Boundary, dated 12/15/23, by Alliance Engineering Inc., filed 12/18/2023, as File No. S-11459, in the Summit County Recorder's Office.
6. THE TERMS AND CONDITIONS as contained in that certain FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER AND FINAL JUDGEMENT in CASE NO. 130500442 filed in the Third Judicial District Court of SUMMIT COUNTY, UTAH dated APRIL 4, 2016.
7. The right, title and interest of Park City Municipal Corporation as to that portion of Norfolk Avenue.
8. The recitals of easements as found in the Quit Claim Deed from Sweeney Land Company to Frederick C. Moore recorded October 26, 1990, as Entry No. 332028, in Book 584 at Page 460, SUMMIT County Recorder's Office.

Grant of Easement for a Drive Way from Sweeney Land Company to Frederick C. Moore recorded October 29, 1990, as Entry No. 332029, in Book 584 at Page 466, SUMMIT County Recorder's Office.

Notice of Interest executed in behalf of Sweeney Land Company regarding said Quit Claim Deed and Easement recorded October 3, 2016, as Entry No. 1055007, in Book 2375 at Page 1930, SUMMIT County Recorder's Office.

9. Grant of Easement for Public Utilities from Sweeney Land Company to Frederick C. Moore recorded October 26, 1990, as Entry No. 332030, in Book 584 at Page 468, SUMMIT County Recorder's Office.
10. Easement by and between SILVER KING COALITION MINES COMPANY as Grantor, in favor of THE UTAH POWER AND LIGHT COMPANY, the right to erect, operate and maintain electric power transmission and telephone circuits and appurtenances, attached to a line of towers or other supports and necessary fixtures, on and over Section 16, 17 and 20, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Said Easement recorded June 15, 1915, as Entry No. 25176, in Book O of Miscellaneous Records, at Page 500, Summit County Recorder's Office.
11. Pole Line Easement by and between SILVER KING COALITION MINES COMPANY, in favor of UTAH POWER AND LIGHT COMPANY, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits of the Grantee, and 16 guys and 30 poles, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed hereto, for the support of said circuits, to be erected and maintained upon and across a portion of the subject property. Said Pole Line Easement recorded February 18, 1928, as Entry No. 40201, in Book R, at page 580, Summit County Recorder's Office.
12. Grant of Easement by and between SWEENEY LAND COMPANY, Grantor, and PARK CITY MUNICIPAL CORPORATION, Grantee, a perpetual right of way and easement to lay, maintain, operate, repair, inspect, protect, clean, remove and replace a water pipeline, together with valves, valve boxes and other waterline facilities. Said Easement recorded December 18, 1987, as Entry No. 281768, in Book 458, at Page 5, Summit County Recorder's Office.

Amendment of Water Pipeline Easement recorded December 18, 1987 at Book 458, Page 5, recorded August 20, 2003, as Entry No. 669911, in Book 1563, at Page 53, Summit County Recorder's Office.
13. Combined Amended Grant of Easements recorded February 9, 1999, as Entry No. 529817, in Book 1228, at Page 213, Summit County Recorder's Office.
14. Secondary Access Easement Agreement (Treasure Hill Lot 6), dated August 20, 2003, by and between Sweeney Land Company, Edmund J. Beaulieu, and Clyde Carlig, and John R. Anderson and Carol Lee Hatch, recorded August 20, 2003, as Entry No. 669921, in Book 1563, at Page 89, Summit County Recorder's Office.
15. Secondary Access Easement Agreement (Treasure Hill Lot 7), dated August 20, 2003, by and between Sweeney Land Company, Edmund J. Beaulieu, and Clyde Carlig and John R. Anderson and Carol Lee Hatch, recorded August 20, 2003, as Entry No. 669922, in Book 1563, at Page 98, Summit County Recorder's Office.
16. Right of Way Easement, dated November 7, 2005, by and between Sweeney Land Company, grantor, and PacifiCorp, an Oregon corporation, its successors and assigns, grantee, recorded NOVEMBER 7, 2005, as Entry No. 757569, in Book 1749, on Page 717, for the purpose of construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances there, including without limitation:

wire, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets upon, over and across the subject property.

JOINDER IN RIGHT OF WAY EASEMENT in favor of PacifiCorp, an Oregon corporation, its successors and assigns, Recorded MARCH 20, 2018, as Entry No. 1088257, in Book 2454, on Page 1249, SUMMIT County Recorder's Office.

17. The Terms, Conditions and Easements as contained in that SPECIAL WARRANTY DEED from SWEENEY LAND COMPANY to PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, Recorded March 20, 2019, as Entry No. 1107792, in Book 2500, at Page 1608, Summit County Recorder's Office.
18. The Terms, Conditions and Easements as contained in that SPECIAL WARRANTY DEED from PARK CITY II, LLC to PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, Recorded March 20, 2019, as Entry No. 1107793, in Book 2500, at Page 1614, Summit County Recorder's Office.
19. A Secondary Access Easement Agreement (LOT 3), dated MARCH 19, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, grantor, and WILTON D. HILL, grantee, recorded MARCH 20, 2019, as Entry No. 1107794, in Book 2500, on Page 1620.
20. A Secondary Access Easement Agreement (LOT 4), dated MARCH 19, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, grantor, and WILTON D. HILL, grantee, recorded MARCH 20, 2019, as Entry No. 1107795, in Book 2500, on Page 1628.
21. A Secondary Access Easement Agreement (LOT 8), dated MARCH 19, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, grantor, and PATRICK J. SWEENEY, grantee, recorded MARCH 20, 2019, as Entry No. 1107796, in Book 2500, on Page 1636.
22. Excepting therefrom all minerals and ores situated in, upon or under the above described tract of land, together with all rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
23. Said property is located within the Park City Neighborhood Development Plan as set forth in Ordinance 82-3, recorded February 16, 1982, as Entry No. 188603, in Book 212, at Page 148, and Redevelopment Area as disclosed on plat recorded April 15, 1983, as Entry No. 204659, Summit County Recorder's Office.

Amendment to Park City Neighborhood Development Plan, recorded November 2, 1990, as Entry No. 332260, in Book 585, at Page 147, Summit County Recorder's Office.

Notice of Adoption of Amendment to Redevelopment Project Area Plan, recorded JANUARY 9, 2013, as Entry No. 961170, in Book 2165, at Page 1200, SUMMIT County Recorder's Office.
24. Said property is located within the boundaries of the Snyderville Basin Water Reclamation District and is subject to charges and assessments levied thereunder.
25. Said property is located within the boundaries of the SUMMIT COUNTY LEVY, WEBER BASIN WATER CONSERVANCY DISTRICT, PARK CITY SCHOOL DISTRICT, PARK

CITY FIRE SERVICE DISTRICT AND PARK CITY FIRE PROTECTION DISTRICT and is subject to charges and assessments levied thereunder.

THE FOLLOWING 18 EXCEPTIONS AFFECT PARCEL THILL-5-X

1. All matters contained in that certain TREASURE HILL BOUNDARY, dated OCTOBER 8, 2021, by ALLIANCE ENGINEERING, as Job No. 11-6-21.
2. All matters contained in that certain ALTA/NSPS Land Title Survey Treasure Hill Overall Boundary, dated 12/15/23, by Alliance Engineering Inc., filed 12/18/2023, as File No. S-11459, in the Summit County Recorder's Office.
3. Grant of Easement, by and between TRAMWAY PROPERTIES, a joint venture and general partnership, consisting of John J. Sweeney, Virginia Sweeney, Michael E. Sweeney, Patrick J. Sweeney, Edward S. Sweeney, Clyde Carlig and Edmond Beaulieu, Grantors, and PARK CITY MINES COMPANY, a Delaware corporation, Grantee, a non-exclusive easement and right of way to utilize real property situated in Summit County, Utah, parcels of land 30 feet in width, extending 15 feet on each side of center lines. Said Grant of Easement recorded October 31, 1980, as Entry No. 172350, in Book 170, at Page 667, SUMMIT County Recorder's Office.
4. Easement Deed and Restrictive Covenants, recorded December 30, 1996, as Entry No. 394987, in Book 777, on Page 532, in the office of the SUMMIT County Recorder.
Notice of Performance under Easement Deed and Restrictive Covenant, recorded December 30, 1996, as Entry No. 470402, in Book 1018, on Page 47, in the office of the SUMMIT County Recorder.
5. Easement Deed and Restrictive Covenant recorded December 8, 1996, as Entry No. 420794, in Book 855, on Page 771, in the office of the SUMMIT County Recorder.
Notice of Performance under Easement Deed and Restrictive Covenant recorded January 9, 1997, as Entry No. 471178, in Book 1020, on Page 584, in the office of the SUMMIT County Recorder.
Notice of Performance under Easement Deed and Restrictive Covenant, recorded January 9, 1997, as Entry No. 471179, in Book 1020, on Page 586, in the office of the SUMMIT County Recorder.
6. Second Amended Grant of Easements, dated DECEMBER 4, 1996, concerning the non-exclusive easements to construct, maintain and operate a ski chair lift with midstation, ski trails, associated grooming signs, skier control, safety fences, mazes and snow-making, recorded DECEMBER 9, 1996, as Entry No. 468952, in Book 1013, at Page 216, SUMMIT County Recorder's Office.
7. PLATEAU TRAIL AND OPEN SPACE EASEMENT AGREEMENT, dated APRIL 20, 2005, by and between SWEENEY LAND COMPANY, grantor, and PARK CITY MUNICIPAL CORPORATION, grantee, recorded APRIL 20, 2005, as Entry No. 733364, in Book 1693, on Page 1619, SUMMIT County Recorder's Office.
8. AGREEMENT FOR CONSTRUCTION OF WATER CONVEYANCE, DISTRIBUTION AND TRANSMISSION PIPELINE(S) AND APPURTENANCES, by and between SWEENEY LAND COMPANY, EDMUND BEAULIEU AND CLYDE CARLIG, and

PARK CITY MUNICIPAL CORPORATION, recorded MAY 9, 2014, as Entry No. 994870, in Book 2239, on Page 551, SUMMIT County Recorder's Office.

9. A THIRTY (30) foot NON-EXCLUSIVE PUBLIC UTILITIES, DRIVEWAY ACCESS AND UNDERGROUND UTILITIES EASEMENT, for the benefit of Lots 1 and 2, as shown on the recorded plat.
10. Easements, Restrictions, and Recitals as found on the recorded plat.
11. Open Space Agreement dated April 15, 1996, by and between Edmund J. Beaulieu, Clyde Carlig, Sweeney Land Company, a Utah general partnership and Park City Municipal Corporation, recorded April 15, 1996, as Entry No. 452291, in Book 958, at Page 112, SUMMIT County Recorder's Office.
12. The Term Condition and Reverter as found in that Special Warranty Deed from Sweeney Land Company to Park City Municipal Corp., Recorded April 15, 1996, as Entry No. 452292, in Book 958, at Page 192, SUMMIT County Recorder's Office.
13. Easement Deed and Restrictive Covenant by and between SWEENEY LAND COMPANY, EDMUND J. BEAULIEU AND CLYDE CARLIG AND PARK CITY MUNICIPAL CORPORATION, recorded April 15, 1996, as Entry No. 452293, in Book 958, at Page 223, SUMMIT County Recorder's Office.
14. An Ordinance Accepting the Public Improvements at TREASURE HILL SUBDIVISION, recorded JANUARY 20, 1998, as Entry No. 497367, in Book 1111, at Page 297, SUMMIT County Recorder's office.
15. Excepting therefrom all minerals and ores situated in, upon or under the above described tract of land, together with all rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
16. Said property is located within the Park City Neighborhood Development Plan as set forth in Ordinance 82-3, recorded February 16, 1982, as Entry No. 188603, in Book 212, at Page 148, and Redevelopment Area as disclosed on plat recorded April 15, 1983, as Entry No. 204659, SUMMIT County Recorder's Office.

Amendment to Park City Neighborhood Development Plan, recorded November 2, 1990, as Entry No. 332260, in Book 585, at Page 147, SUMMIT County Recorder's Office.

Notice of Adoption of Amendment to Redevelopment Project Area Plan, recorded JANUARY 9, 2013, as Entry No. 961170, in Book 2165, at Page 1200, SUMMIT County Recorder's Office.

17. Said property is located within the boundaries of the Snyderville Basin Water Reclamation District and is subject to charges and assessments levied thereunder.
18. Said property is located within the boundaries of PARK CITY, SUMMIT COUNTY LEVY, WEBER BASIN WATER CONSERVANCY DISTRICT, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, PARK CITY SCHOOL DISTRICT, PARK CITY WATER SERVICE DISTRICT and is subject to charges and assessments levied thereunder.



March 13, 2025

Park City Council and Mayor
445 Marsac Avenue
Park City, UT 84060

Dear Park City Council and Mayor,

In 2018, the Treasure Hill bond passed with 77.3% voting in favor. As the bond was being considered, the Park City Council expressly promised that the taxpayers' \$64 million dollar investment would be secured by placing a third-party conservation easement on the Treasure Hill property. In 2022, the City contracted with Summit Land Conservancy to draft the necessary documents and to hold the conservation easement to protect the land for public recreation, viewsheds, and wildlife habitat.

Park City Municipal has two roles with the Treasure Hill property: The City is the landowner as well as the regulatory body. The conservation easement is proposed to support the City in its role as the landowner in protecting the taxpayers' purchase of this open space.

A third-party conservation easement, "CE," supports Park City in protecting Treasure Hill. Encroachments would be discovered quickly because the Conservancy monitors all easement properties at least once a year. This CE also protects the city's asset by clarifying how ongoing resort uses are to be incorporated.

Treasure Hill is part of the Park City Mountain ski resort, with the Town Lift and ski runs that link the resort to Old Town. The City purchased the property subject to existing agreements that date back to when the fixed-grip triple chair was built, in about 1982. Activities to improve or modify the ski resort operation on the Treasure Hill property are anticipated in the future. The term of the conservation easement is perpetual, and the Summit Land Conservancy's obligation is to accommodate ski resort changes while protecting the conservation values. Therefore, the initial draft of the CE included the right of the Conservancy to review and approve any proposed changes to the ski resort improvements.

Prior to December 6, 2024, the ski resort operator requested a deletion of the Conservancy's right of approval, in Exhibit C, section 9, and at the December 19, 2024 meeting, Council agreed with that request and asked for a revised CE draft to be brought back to Council. The December/January CE draft was also reviewed by legal counsel for the ski resort and the Sweeney family and as a result, a new provision was included to reference four documents comprising the "Town Lift Agreement".

After hearing the Council's input and upon review and consideration of The Town Lift Agreement, the Conservancy requests modifications to Exhibit C, section 9. These modifications are meant to clarify the Conservancy's tools and purview in protecting the conservation values of the CE. At the same time the Conservancy has incorporated the Council's concerns into this draft.

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These CE terms acknowledge the current status of the land use agreements between Park City Mountain and the City, and they allow for the improvement of the ski resort and an upgrade to the Town Lift. They also provide the Conservancy with the ability to protect the Property in the event of proposed land use changes that we cannot predict. Since 1982, ski areas in our region have seen improvements that were not known or considered when the Town Lift was built, such as flow mountain bike trails with jumps and berms, terrain parks, half-pipes, alpine slides, ziplines, lit ski runs for night skiing and large lift terminals where chairs are stored overnight. New uses and improvements have the potential to impact the open space qualities of the Property. The recommended revisions clarify how decisions regarding new uses can be made in a way that protects the open space to meet taxpayers' expectations of preservation.

A copy of the recommended revisions is attached to this letter. Below I have summarized our reasons for the revised sections 9(A), 9(B) and 9(C):

9(A). The "Existing Rights" of the Town Lift Agreement are four documents, by and between the Sweeneys and affiliates (the previous landowner) and Greater Park City Company (the previous ski resort owner). The documents date from 1981 to 1999 and are the current lease agreement between PCMC and Vail. They are drafted in contemplation of the construction of a large hotel in Creole Gulch, with the realignment of existing ski runs and an increase in uphill capacity to serve skiers from the hotel. They may provide for the construction of a second chairlift, the realignment of the Town Lift, and the addition of a mid-station. The Conservancy asks the City to give the Conservancy notice when the City becomes aware of any actions by the ski resort to exercise any rights pursuant to the Town Lift Agreement. The Conservancy has not requested the right to approve the exercise of rights pursuant to the Town Lift Agreement as the Agreement does not give the City a right of approval.

9(B). This provision addresses the most likely circumstance for a ski resort improvement: an upgrade of the existing Town Lift to a new lift that follows the same alignment, with the same base station location and no mid-station. The Conservancy is not seeking a notice or approval right if the proposal simply converts the existing triple chair to a six-pack, gondola or other kind of aerial lift.

9(C). The Conservancy requests a notice and approval right in the event of a modification of the Town Lift Agreement, or if the City enters into a new lease agreement for operation of the ski resort. It also gives the Conservancy the right to review and approve changes should Treasure Hill ever be sold by the City to the operator of the ski resort. Any upgrade to the Town Lift in its current alignment does not require the Conservancy's approval. The Conservancy's discretion to approve or deny is more limited than what we typically have for the approval of a reserved right in a conservation easement. If the proposed changes meet criteria stated in sub-paragraph (a)(i)(ii)(iii)(iv) and (v), the Conservancy does not have the authority to deny a proposed ski resort improvement.

Thank you,



Cheryl Fox, Chief Executive Officer

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www.wesaveland.org



SKI RESORT OPERATIONS.

- A. Existing Rights. As described in section 5(C)(ii) of this Easement, the Property is subject to the Town Lift Agreement and the ski resort owner/operator has Existing Rights to make changes to the Property for the purpose of the ski resort operation. The City agrees to notify the Conservancy upon actual notice of intent or activities to exercise the Existing Rights in a way that would substantially change the Property and/or Property uses such as grading and changes in topography, new ski runs, new ski run alignment, a new ski lift, changes to the alignment of the Town Lift or the addition of a mid-station or new base station location.
- B. Improvement of Town Lift. The City may allow for the improvement of the Town Lift in its current location and alignment without prior notice or approval to the Conservancy. Changes to the Town Lift pursuant to this provision may include the replacement or addition of lift towers and a change to a larger-seat chair, a gondola, aerial tram or other type of aerial ski lift.
- C. Modification of Existing Rights.
 - a. The City may modify the Existing Rights described in the Town Lift Agreement or enter into new agreements to grant changes to ski resort operation, including by allowing changes to the design or size of the ski lift, changes to permit a different form of aerial ski lift, changes to the location or alignment of the ski lift, additional ski runs or the re-alignment of existing runs, changes to snow-making infrastructure, changes in grading or topography and/or the construction of other structures and improvements. The City shall provide prior notice to the Conservancy and obtain the Conservancy's approval as hereafter described in sub-paragraph (b) prior to any modification or grant, other than for an improvement of the Town Lift as described in section 9(B). Any proposed change shall comply with the following requirements: (i) the Property must continue to be made widely available for use as a ski resort, with lift tickets offered for sale to the general public; (ii) any modifications to the location or alignment of the ski lift and runs must continue to allow for reasonable access to a greater ski resort area from Old Town; (iii) recreational trails for public recreational uses such as hiking and mountain biking must be maintained or re-aligned to allow for similar or improved summer-time recreational opportunities; (iv) impacts to natural wildlife habitat must be mitigated through the re-vegetation and restoration of areas disturbed by the development of a new ski runs, infrastructure, or changes to the ski lift; and (v) historic artifacts and tram towers must be maintained in their current location, or a new location accessible to the public.
 - b. The City shall provide written notice to the Conservancy prior to entering into any agreement to modify the Town Lift Agreement or entering into any new grants for the ski area operation ("Modification or New Agreement"). The

Conservancy has the right to approve or deny any Modification or New Agreement in its reasonable discretion and limited to the consideration of compliance with the requirements stated heretofore in sub-paragraphs (a)(i)-(v). The Conservancy shall inform the City of the Conservancy's decision regarding the Modification or New Agreement in writing, within 30 days of receiving the City's notice.

- c. In the event of a merger in property interest, where an owner of the Property is also the operator of the ski resort or an affiliate of the ski resort operator (hereafter described as the "Ski Resort Owner"), the Ski Resort Owner shall give prior notice to the Conservancy and obtain the Conservancy's approval prior to any changes to the location or alignment of the ski lift, additional ski runs or the re-alignment of existing runs, changes to snow-making infrastructure, changes in grading or topography and/or the construction of other structures and improvements. The Conservancy has the right to approve or deny any proposed changes in its reasonable discretion and limited to the consideration of compliance with the requirements stated heretofore in sub-paragraphs (a)(i)-(v). The Conservancy shall inform the Ski Resort Owner of the Conservancy's decision in writing, within 30 days of receiving the Ski Resort Owner's notice.

City Council Staff Report

Subject: Park City Song Summit Level 5 Special Event Permit Approval

Author: Chris Phinney

Department: Special Events

Date: March 27, 2025

Recommendation

Hold a public hearing and consider a request to approve a new Level 5 Special Event Permit (**Exhibit A**) from the Park City Song Summit (PCSS), in a form approved by the City Attorney and over a Local Time period.

Executive Summary

The [PCSS](#) is requesting Council consider a new Level 5 Special Event to hold a three-day music and songwriting event that blends live performances, storytelling, and artist conversations with a focus on creativity, mental health, and the deeper aspects of songwriting on public property.

On February 6, 2025 ([report](#), [minutes p. 3](#)), the Council supported PCSS and the Special Events Department to begin initial scoping and planning of the event (held on August 14, 15 & 16, 2025) at City Park on a designated "[Local Time](#)" period. Park City Municipal Code section [4A-2-3\(F\)](#) states applications for any new Level Three, Four, or Five Special Event, which cause parking, transportation, or public safety impacts will not be considered during Local Times.

Exceptions for new Level Three, Four, and Five Community Identifying Events during Local Periods may be considered and approved by Council. As such, the City Council requested important considerations and event mitigation measures before PCSS seeks formal approval, including:

- An approved parking plan, including off-site parking lots;
- An approved mitigation plan to address field damages;
- An approved traffic management plan (Old Town neighborhoods and streets);
- An approved outreach plan to engage residents on Sullivan Avenue and the surrounding neighborhoods to address concerns and provide access information;
- The relocation or cancellation of conflicting Recreation Programs and Special Events already scheduled on the proposed event dates; and,
- A prohibition on any impacts to the operations of the City's summer day camp held in City Park.

Analysis

The PCSS proposes using City property, including the Jim Santy Auditorium for lab workshops on August 14, 15 & 16, 2025, and live nightly concerts at the City Park softball field on August 15 & 16, 2025 (August 13 to 17, including set up and breakdown). The supplemental plans are attached as **Exhibit B**. Highlights include:

- Use of City property

- City Park softball field for two ticketed 4,000-person concerts; and,
 - Jim Santy Auditorium for Lab discussions.
- Use of private property
 - The Marquis on Main Street.
- Parking
 - PCSS will have non-exclusive parking privileges in the Richardson Flat Park and Ride lot (R. Flat) (400 - 600 spaces, dependent on park and ride usage) and the Park City High School lot (210 spaces, available on August 16 only); and,
 - At the time of this report, no other parking lots have been secured for event parking.
- Field Mitigation
 - A field mitigation plan is attached in **Exhibit B**.
- Noise
 - PCSS will request a 90 decibel relief from the noise restrictions per [section 6-3-11](#).
- Old Town Traffic Management Plan
 - Security/Traffic management will be located on Park Avenue at 12th Street through 15th Street to check for resident access passes.
- Outreach Plan
 - Two weeks before the event, PCSS will go door to door with event information and access passes on Sullivan Ave, Snow Country Condos, Park Ave, and Woodside from (12th Street to 14th Street); and,
 - PCSS and PCMC will also post outreach materials on social media outlets and the City's website.
- Road Closure Plan
 - Sullivan Avenue will be closed at the playground, behind the 7-11, and at the north entrance at Deer Valley Drive from 8 am to 11 pm during set up and event days.
- Security Plan
 - PCSS will contract with Tellus Management Security for venue crowd control, drop and load management, and residential mitigation; and,
 - Tellus will conduct bag searches and wand attendees at the venue entrances.
- Sustainability Plan
 - PCSS will contract the Park Silly Sunday for trash and recycling services;
 - A bike valet will be located at City Park;
 - PCSS will provide a water bottle filling station at City Park; and,
 - The PCSS is a Styrofoam-free event.

As part of the Special Event process, City Departments have determined probable impacts on the Old Town residents and the Park City community regarding the use of City Park as the primary PCSS venue. We request the City Council consider the impacts listed below as it considers the PCSS request. The Special Events Team and

City Departments are willing to provide logistical support for the event, yet must obtain considerable support from the Council due to its impacts, such as:

- Community Identifying Event (CIE): PCSS' CIE application was evaluated and found to qualify as a CIE.
- Parking: We are concerned that the amount of parking spaces secured for an event of this size is currently insufficient.
 - A comparison to Deer Valley Resort's concerts of similar size shows the use of 1,750 parking spaces. This includes walkers, bikers, and transit riders; and,
 - The spaces secured include 400 to 600 at Richardson Flat Park and Ride and 210 at Park City High School (only for August 16), which may not meet the demand.
- Transit and Transportation Management: The concerns raised about Transit and Transportation Management are key to ensuring the event runs smoothly and minimizes disruption for attendees and Old Town residents.
 - Event attendees will take Transit from R. Flat to the OTTC with a 20 minute frequency and then transfer to buses traveling down Park Ave to the venue;
 - There are concerns about ingress and egress delays due to the capacity of the buses (55 riders, including standing passengers);
 - A designated location for hotel shuttles, ADA, and TNCs to load and unload passengers is essential, especially with large crowds attending the event. We have suggested the use of the Mawhinney lot for this purpose and PCSS is working on a logistical plan to manage; and
 - An increase in shuttle and rideshare traffic along Park Avenue may disrupt transit priority and residential access.
- Public Safety: The risk assessment for the event highlights needs related to venue and crowd control due to nearby trails, the lack of proximity parking, and other vulnerabilities.
 - 14 officers are required within the venue for traffic management, crowd control, perimeter security, and 4 officers for traffic control along Deer Valley Drive (DVD) and Park Avenue (Park Ave) intersections.
 - A Public Safety fee estimate of \$25,200 has been shared with PCSS
- Parks:
 - Field recovery is a concern. There will be a need to shut off the irrigation system on Monday, August 11 before any vehicles or equipment can enter the field on Wednesday, August 13. The current site plan will make it difficult to water the turf between event days. The field will be without water for seven to eight days during the hottest part of the summer. In addition, any damage to the field will delay recovery and future use; and
 - Minimizing the number of heavy vehicles entering the grass area is imperative. We will request more information regarding what equipment is being driven on the grass, including weight, size, number of axles, etc.
 - After receiving feedback from PCMC, PCSS proactively adjusted their layout to help mitigate field damage.
 - A \$5,000 damage bond is requested.

- Recreation:
 - The Park City Day Camp relies heavily on the entire City Park area, including the playground, grass field, bus stops, and pathways. These areas will not be available during setup and event days. Additionally, the setup and ingress for concerts will begin before camp ends on Friday, logistically impacting pick up times;
 - The proposed site plan lacks parking for Day Camp and tournament use. On average, the Day Camp requires 10 spots (8 AM–6 PM, Monday–Friday), plus ~30 spots rotating during peak drop-off and pick-up hours (8-10 AM & 4-6 PM). The Summer in the City Volleyball tournament will require use of the sand courts for higher level play on August 16, 2025. The tournament volleyball players and spectators will require parking for ~35 cars on Saturday, with the Men’s Open finals late in the day drawing larger crowds;
 - The event will cause field use overlaps and program cancellations. The loss of school district fields, including the North 40 and Treasure Mountain fields, has complicated field scheduling, shifting scheduled programming to Quinn’s. Moving the volleyball and softball programs there in mid-August would push other stakeholders off the fields that they have already paid for. Wednesday, August 13, 2025, adult softball will be canceled due to a conflict with the Adult Kickball League at Quinn’s. The Thursday, August 14, 2025, volleyball league at City Park would also be canceled; and,
 - The closure of Sullivan Rd will also impact access to the tennis & pickleball courts located on the north end of the park. These are the only free tennis courts in Park City and are well utilized by the racquet sports community.

While the proposed event at City Park presents an exciting community opportunity, we want to make sure the City Council is aware of our concerns regarding the impacts to traffic and parking, transportation, public safety, fields, and local recreation programs.

Funding

A City Services Fee estimate of \$50,999 has been provided to the PCSS, per [section 4A-2-10](#) of the Park City Municipal Code. The table below outlines the fee breakdown. A final assessment of City costs will occur upon completion of the Special Event. All City costs are outlined in the [Park City Municipal Fee Schedule](#).

Item	Fee Description – per Park City Municipal Fee Schedule	Cost
City Service Fee	Level 5 Special Event Permit Application Fee (CIE rate)	\$1,037
City Service Fee	Additional Restroom Cleaning, Rec Bldg 2 days	\$1,000

City Service Fee	Police Services (252 hours, \$100/hr rate)	\$25,200
City Service Fee	Mobile Command Center (\$250, 1 st day, \$100, 2 nd day)	\$350
City Service Fee	North City Park Complex, Resident Rates (Grass Field - \$300/ day x 6 days, Softball Field - \$300/ day x 6 days, Volleyball court - \$150/day x 6 days)	\$4,500
City Service Fee	Use of Permanent VMS Boards (7 boards, \$120 each/day, 2 days)	\$1,750
City Service Fee	Mawhinney Lot Reservation (\$20/space/day x 48 spaces x 2 days + \$22.25 fee)	\$1,942
City Service Fee	Building Permit (Fire Permit, inspections x 2 days)	\$2,500
City Service Fee	Rental of Park City Library Room 201, 301, Community Room & Santy Auditorium, Group 2 rate (Santy - \$95/hour, 4 days (8 hours per day), Comm room - \$75/hour, 4 days (8 hours per day), Room 301 - \$25/hr, 4 days (8 hours per day), Room 201 - \$25/hr, 4 days (8 hours per day)).	\$7,720
Field Damage Bond	A field damage bond for the City Park fields. This is refundable, less costs for field damage repairs.	\$5,000
Total Fees		\$50,999

Exhibits

Exhibit A Draft 2025 Park City Song Summit Special Event Permit
Exhibit B 2025 Park City Song Supplemental Plan



Exhibit A: Draft Special Event Permit

Type of License: Level Five
Event Name: 2025 Park City Song Summit
Event Date(s): August 14, 15 & 16, 2025 (Set up to begin on August 13, 2025, break down to be completed by 5:00 pm, August 18, 2025)
Event Location: City Park, Jim Santy Auditorium, Park City Library Community Room, Library Room 201 & 301, Library Field, and The Marquis.
Permittee: Park City Song Summit
Contact Person: Julia Rametta, Park City Song Summit Foundation
Approved By: City Council of Park City
Approval Date: March 27, 2025

The Park City Song Summit will be held at City Park, Jim Santy Auditorium, Park City Library Community Room, Library Rooms 201 & 301, Library Field, and the Marquis, from August 14 to 16, 2025. Event schedule, use Areas, Operations Plans, Transportation and Parking Plans, Insurance, and Indemnification Agreement shall be attached to this permit as an exhibit and finalized no later than June 15, 2025. This Level Five Special Event Permit has been issued under the Park City Code Title 4A based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. Park City Song Summit is a Level Five Special Event. The event is a unique cultural and entertainment activity, held for profit purposes, occurring for a limited duration, using and impacting City property, requiring licensing and services beyond the normal scope of business, and creating public impacts through the following:
 - a. Interruption of the safe and efficient flow of transportation in Park City including public rights of way, which may include minimal impacts on streets or sidewalks necessary for pedestrian movement;
 - b. Use of public property and facilities;
 - c. Use of City parking facilities;
 - d. Need for public safety beyond their normal scope of operations;
 - e. Requires licensing and services beyond the normal scope of business; and
 - f. Temporary events that do not normally occur within the permitted venue use.
2. Park City Song Summit is a Level Five event due to:
 - a. Attendance throughout the duration of the event time period is estimated to be above 5,000 people and is a series or have consecutive days of occurrences: and
 - b. Creates moderate to severe impacts to the surrounding area and cannot be held within the existing venue or use areas;
 - c. Has moderate to severe transportation needs including removal of parking, requires a transportation mitigation plan, requires offsite parking plan, road closures, moderate to major residential transportation mitigation, and requires increased Park City Transit or a transportation provider; and
 - d. Requires public safety staffing needs beyond their normal operations including moderate support in the venue and moderate transportation mitigation and public safety personnel.

3. The 2025 Park City Song Summit is a Community Identifying Event as it:
 - a. Honors Park City's unique community goals and enhances the goodwill that features authentic local culture, including making ties to the people, places, and history of Park City. It is not an outside event that simply partners with local organizations and businesses to check a box.
 - b. The event fundamentally aligns with the City Council's top priority of transportation and its lenses specific to social equity and environmental sustainability.
 - c. Attendance is targeted primarily at local participation from Park City and Summit County residents, businesses, and employees.
 - d. The event offers free attendance for local Park City and Summit County attendance.
 - e. The event offers free and affordable options for underserved populations.
4. The events will end by 10 p.m. on August 14, 15 & 16, 2025. The setup for the event at City Park will begin on Wednesday, August 13, 2025 and the break down will be completed by Monday, August 18, 2025, by 5:00 pm The Permittee is responsible for organizing and managing load-in and load-out for each vendor, as well as for ensuring that traffic in the area continues to move during this high-traffic time. The Permittee is responsible for establishing and following parking plans for vendors. The Permittee will have volunteers and hired security personnel as well as the help of Park City Police Department to ensure the efficiency of pedestrian management at the intersection of Heber and Main, and traffic, transportation, and public safety throughout the event.
5. Park City Song Summit estimates overall attendance in 2025 will be 4,000. Park City Song Summit shall work with staff to address the challenges and opportunities created by higher attendance, working to maintain public safety, health, and welfare, as well as minimizing traffic and transportation impacts to the City.
6. The Permittee has secured permission from the school district to use the parking areas at the Schools on Kearns Blvd. (Hwy. 248). The Permittee will use the City's current transit schedule for attendees that use this lot.
7. The Permittee will use the Richardson Flat Park and Ride as the main offsite parking area for event days. The Permittee will use the City's current transit schedule for attendees that use this lot.
8. The Permittee is working with the Park City Parking Services Department on the exclusive use of the Mawhinney City parking lot for drop and load and event attendees.
9. The Permittee has established a weather and emergency plan and will train staff and volunteers on the plans. The Permittee has established these plans to maximize the safety of event attendees, volunteers, staff, and the general public. There are no weather dates for the event, but the Permittee is aware that weather could interfere with the event's proposed activities. In the case that the event is canceled due to dangerous weather conditions, the Permittee will notify the public and event participants. The Permittee understands that Park City Special Events, Police, Fire, Building Official/Fire Marshal, and Emergency Management have the right to cancel or postpone the event at any time due to weather or emergency conditions.
10. The events associated with the Park City Song Summit will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
11. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services. Park City Song Summit agrees to work in good faith with the City and Summit County Health Department to develop and implement health protocols and conduct businesses consistent with Utah requirements.
12. The Special Event will not substantially interfere with any other Special Events during the timeframe or with the provision of City Services in support of other events or governmental functions. Other Special Event Permits have been granted for August 14 to 16, 2025, outlined in the table below. Park City Song Summit will not substantially interfere with the logistics and venue

for any event for which a license has already been granted and with the provision of City services in support of other such events or governmental functions based on the following:

Name of Event	Location	Time	Attendance
Summer in the City	North End City Park Sand Volleyball Courts	7:00 a.m. to 8:00 p.m.	400
Barn Tours	McPolin Farm	11:00 a.m. to 5:00 p.m.	50
Mid Mountain 50k	Trails around Park City	7:00 am to 7:00 pm	450

13. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
14. The Permittee has been working with City Staff and applicable departments to address all event concerns. The Permittee demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of Title 4A of the Park City Code and has not failed to conduct a previously authorized event in accordance with the law or terms of a license.
15. Park City Song Summit, at their cost, will employ a security management company to work in conjunction with Public Safety to assure resident management, venue security and drop and load responsibilities are managed.
16. Food trucks and vendors will be located at the Library Field for daytime labs and activities as well as at City Park for nighttime concerts.
17. Staff finds the Park City Song Summit is meeting the requirements of Park City Code section 4A-2 and supports the Council's goal of creating a complete community that values economic diversity, arts, and culture, and aligns with the goals as outlined in the Park City General Plan. The event creates a complete community through its core values and partnerships in Park City with both businesses and the community as a whole and provides diversity and uniqueness. The event furthers Park City's role as a world-class, multi-seasonal community while maintaining balance with our sense of community.

Conclusions of Law:

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

Conditions of Approval:

1. The Permittee, at its cost, shall incorporate such measures as directed by Staff to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided.
2. A fire lane approved by the Fire Marshall will be maintained to provide access through Sullivan Avenue at all times of event. The city shall provide signage to indicate closures and detour options.
3. Under [section 6-3-11](#) of the Park City Code, a permit for relief from the noise restrictions based on undue hardship has been made to the Chief of Police. The Permittee has been granted a permit for relief from the noise restrictions by the Chief of Police not to exceed 90 decibels between the hours of 12:00 p.m. and 10:00 p.m. No amplified sound shall occur before 12:00 p.m. (noon) or after 10:00 p.m. The Permittee shall work to orient noise activities to minimize sound impacts on the neighboring residents, businesses, and public facilities. The Park City Police Department may investigate any complaints. If asked by the Park City Special Events or Police Department, the Permittee shall turn the noise down to mitigate noise concerns from surrounding residents, businesses, or public facilities.
4. The Permittee's use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
5. The Permittee is required to provide supplemental documents including a Transportation and traffic control plan, Contingency plans, Site Identification, and a detailed map showing specifics of event operations as described in section 4A-2-7. Such documents shall be reviewed and approved no later than one month before the start of the event with conditions administratively by the Special Events Manager in coordination with the Chief of Police, Transportation Manager, and Chief Building Official.

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

At its own cost and expense, the Permittee shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by the Permittee, its agents, representatives, employees, or subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to commencing any work, the Permittee shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, primary and non-contributory status, and completed operations.

- The Permittee shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including the City's own policies of insurance, for all claims against the City. The policy must be written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 aggregate for personal injury and property damage. Upon request of the City, the Permittee must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).
- The Permittee shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to the loading or unloading of a covered vehicle.
- The Permittee shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Permittee, its employees, agents, and Subcontractors.
- Liquor Liability Coverage. The Permittee shall maintain liquor liability insurance as applicable with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- The insurance limits required by this section may be met by either providing a primary policy or in combination with an umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the

additional insureds will be triggered.

- Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name City (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of the Permittee.
 - The Permittee waives all rights against City and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. The Permittee shall cause each policy to be endorsed with a waiver of subrogation in favor of the City for all work performed by the Permittee, its employees, agents, and Subcontractors.
 - Insurance companies must issue all required insurance policies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570 or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent
 - Should any of the Permittee's required insurance policies under this Agreement be canceled before the termination or completion of this Agreement, the Permittee must deliver notice to the City within 30 days of cancellation. City may request and the Permittee must provide within 10 days certified copies of any required policies during the term of this Agreement.
 - Notwithstanding anything to the contrary, if the Permittee has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under the Permittee's insurance policies.
 - In specifying minimum Permittee insurance requirements, the City does not represent that such insurance is adequate to protect the Permittee from loss, damage, or liability arising from the event. The Permittee is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.
8. All plans for tents, stages, and other temporary structures as well as flammable materials shall be submitted to the Building Department for review and permitting no later than August 1, 2025.
 9. The Permittee is required to provide a sufficient number of traffic controllers, signs, and other equipment as required by the City, not limited to barriers, fencing, traffic devices, monitors for crowd control and safety, and such measures as directed by City, County or State Staff in order to ensure that any safety, health, or sanitation equipment, services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety and the environment, adequate offsite parking and traffic circulation in the vicinity of the event and other services or facilities as necessary to ensure compliance with City ordinances in a plan approved by the Transportation Director, Chief of Police and Chief Building Official in accordance with the Transportation Demand Management Plan, Park City Risk Assessment and International Building and Fire Code.
 10. All third-party approvals including the Park City School District, Summit County, and State permit approvals required for this event shall be secured by the Permittee by June 15, 2025 and submitted to the Special Events Department.
 11. The Permittee is required to submit an Emergency Operations plan to be approved by the Chief of Police and the City's Emergency Manager. The Park City Special Events, Police, Fire, Building Official/Fire Marshal, and Emergency Management have the right to cancel the event upon any condition, violation, or weather that jeopardizes life, safety, or property.
 12. The Permittee will provide a vendor list and sign plan for the event by June 15, 2025. All handouts, flyers, banners, and other signage shall comply with Park City Code chapter 12-12.

14. City Services are estimated at \$50,999. The permittee will be responsible to pay for all City Services fees. The estimate includes a \$5,000 field bond, refundable less costs associated with field damage repairs.
20. Park City Song Summit has coordinated with the Fire Marshall and Public Safety Personnel regarding placement of emergency staff and equipment and anticipates that Fire and EMS will be staged at City Park for all Concerts.
22. Park City Song Summit shall provide the Utah State Tax Commission and the City with a list of all participating vendors containing the following information: Name, address, and contact information and its Utah State Tax Identification number. Park City Song Summit shall also provide a list of all participating not-for-profit organizations. Consistent with chapter 4-2 of the Park City Code, concessions directly related to the event do not require a business license. The Utah State Tax Commission requires a Temporary Special Events Sales Tax License. Each Vendor is responsible for acquiring a Utah State Tax ID Number from the Utah State Tax Commission. Park City Song Summit shall require all participating vendors to provide and display their Special Event Permit provided by the State of Utah Tax Commission.
23. Park City Song Summit shall aggressively market alternative transportation options including bus, bike, walk, and carpooling. They will host a Bike Valet at each concert night to help with bike parking and actively report those numbers.
24. The Permittee is responsible for securing all City, County, and State permit approvals required for this event by June 15, 2025, and submitted to Park City Municipal Corporation.
25. The approval identification provided with the approval of this permit must be in possession of the Permittee at all times and must be made available for inspection when requested by governmental authorities. The Permittee is responsible for providing a schedule of events and access to any site for purposes of Code Enforcement or public safety as outlined by Park City Code section 4A-2-4.

PASSED AND APPROVED this Thursday, the 27th day of March 2025.

PARK CITY MUNICIPAL CORPORATION

City Manager, Matt Dias

Attest:

City Recorder

Approved as to form:

City Attorney's Office



Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

APPLICATIONS DO NOT CONSTITUTE AS A PERMIT.
PERMITS ARE APPROVED BY THE SPECIAL EVENTS DEPARTMENT OR CITY COUNCIL AFTER COMPLETE APPLICATIONS ARE REVIEWED UNDER PARK CITY MUNICIPAL CODE 4A.

Applications for Level 3, 4, or 5 Special Event Permits are due:
First Friday in October for events occurring between March and August
First Friday in April for events occurring between September and February

Events that are determined a 1 or 2 are exempt from these deadlines but must submit a complete application no later than 30 days prior to an event.
Please Note: The City reserves the right to restrict the number of event permits annually. Applications for new events may not be considered during Peak and Local Time Periods as mentioned in Sections 4A-2-3(E-F). Incomplete applications cannot be reviewed. Applications submitted after the deadlines as described above may be denied. Business/Organization listed as applicant must match the Hold Harmless and Proof of Insurance to be considered for approval. For more information, please visit www.parkcity.org or contact us at stephanie.valdez@parkcity.org.

IF YOU HAVE QUESTIONS OR WOULD LIKE TO SCHEDULE A MEETING BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT:

Chris Phinney chris.phinney@parkcity.org 435-615-5194

APPLICATION FEES & EXPENSES

First Amendment Event Permit	\$40.00	- Application levels are determined by the Special Events Department after reviewing Event Pre-App. - Additional fees for other city services will be estimated and provided to the applicant upon request and receipt of a complete application. - Applicants may incur additional expenses from other city, county, or state jurisdictions. - Fee reductions for city services are considered bi-annually. Fee reduction applications are due at the time the Special Event Application is due.
Level 1 Special Event Permit	\$820.00	
Level 2 Special Event Permit	\$976.00	
Level 3 Special Event Permit	\$1,810.00	
Level 4 Special Event Permit	\$3,836.00	
Level 5 Special Event Permit	\$10,376.00	
Community Identifying Event	10% of above	

AS THE APPLICANT YOU UNDERSTAND & AGREE TO THE FOLLOWING:

- ☒ To ensure prompt and accurate processing of your application, ensure that all supplemental materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application plus transportation, parking, and traffic control plan, weather/emergency plan, waste and recycling plan, staff and volunteer plan, community impact outreach and notification plan, vendor or concession plan, sponsor and marketing plan, noise exemption request, site map, and permission for use of properties, along with a contingency plan, operations plan, planned rest areas, water, and toilet facilities, and will ensure that participants obey the conditions of the Special Event Permit and all other generally applicable traffic laws, lights, and signs as stated in Section 4A-2-7.
- ☒ Park City Municipal Corporation requires a Certificate of Insurance in an amount to be determined by the City Attorney's Office according to Section 4A-2-6 of the Park City Municipal Code. Submitting incomplete application information may delay the ability to determine the amount required. The amount of insurance required by the City Attorney's office is final and the applicant shall be required to submit proof of coverage including naming Park City Municipal Corporation, 445 Marsac, P.O. Box 1480, Park City, Utah 84060 as additionally insured prior to the start of any event activity.
- ☒ After the application is evaluated, the applicant will be responsible for providing proof that he or she has obtained other permits as necessary from city, county, or state agencies.
- ☒ I understand that as the applicant, I will assume and reimburse the City for any and all costs and expenses determined by Park City Municipal Corporation. Park City Municipal Corporation may require a deposit to cover such expenses. I may incur costs from other departments or other jurisdictional agencies. I understand I can request an estimate of City Services for the event upon submitting a complete application and that should I choose to, I can request a reduction of fees for some services as pertains to Park City Municipal Code 4A-2-11 through the bi-annual fee reduction application and process.
- ☒ I understand I am able to request a meeting with the Special Events Department prior to submitting an application and that this application does not constitute as a valid permit. I understand that permits are approved by the Special Events Department or City Council in writing after complete applications are reviewed under the Standards for Permit Approval in Park City Municipal Code 4A-2-4.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF EVENT: Park City Song Summit				DATE(S) OF EVENT: August 15 - 16th			
FIRST TIME EVENT:	Yes	☒ No	ANNUAL EVENT:	☒ Yes	No	IF ANNUAL, HOW MANY YEARS: 5	
ANNUAL EVENT THAT WILL BE THE SAME AS LAST YEAR:						☐ Yes	☐ No
ANNUAL EVENT THAT WILL HAVE CHANGES FROM LAST YEAR:						☒ Yes	☐ No
NAME OF APPLICANT (FIRST & LAST): Libby Rose							
TITLE / POSITION: Director of Event Operations							
BUSINESS / ORGANIZATION NAME: Park City Song Summit							
IS BUSINESS / ORGANIZATION A REGISTERED NON-PROFIT?:				☒ Yes, a copy of IRS paperwork is attached	☐ No		
MAILING ADDRESS FOR BUSINESS / ORGANIZATION: 1389 Center Dr suite 120							
CITY, STATE, ZIP: Park City, Utah 84098							



Park City Municipal Corporation

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PHYSICAL ADDRESS OF BUSINESS / ORGANIZATION: 1389 Center Dr suite 120										
CITY, STATE, ZIP: Park City, Utah 84098										
PHONE (PRIMARY):404-427-0677					PHONE (SECONDARY):					
EMAIL: libby@wildwoodrevival.com										
BUSINESS / ORGANIZATION WEBSITE: www.parkcitysongsummit.com										
SOCIAL MEDIA LINKS: @parkcitysongsummit for all social media										
DAY OF EVENT PRIMARY CONTACT										
ON-SITE DAY OF PRIMARY CONTACT NAME (FIRST & LAST): Libby Rose										
ON-SITE DAY OF PRIMARY CONTACT CELL PHONE: 404-427-0677										
ON-SITE DAY OF PRIMARY CONTACT EMAIL: libby@wildwoodrevival.com										
PUBLIC EVENT INFORMATION										
WEB SITE FOR PUBLIC EVENT INFORMATION: www.parkcitysongsummit.com										
PHONE NUMBER FOR PUBLIC EVENT INFORMATION: (435) 200-3235										
EMAIL ADDRESS FOR PUBLIC EVENT INFORMATION: info@parkcitysongsummit.com										
Event description is attached as a separate document with supplemental materials and contingency plan.										
EVENT LEVEL DETERMINATION										
THE EVENT WILL INCLUDE THE FOLLOWING ACTIVITIES: (Check all that apply)										
☒ FESTIVAL / FAIR	☐ PARADE	☐ SKI / SNOW BOARD	☐ RUN	☐ BIKE	☐ WALK	☐ TRAIL USE	☐ CONCERT	☐ CULINARY	☐ FILMING	
☐ ARTS & CULTURE EVENT		☐ HOLIDAY CELEBRATION		☐ RECREATION / SPORTING EVENT			OTHER:			
THE EVENT WILL INVOLVE THE USE OF: (Check all that apply)										
☐ MAIN STREET	☐ RESORT PROPERTY	☐ SCHOOLDISTRICT PROPERTY	☐ PRIVATE PROPERTY	☒ CITY PARKS	☒ CITY FIELDS	☒ CITY FACILITY RENTAL	☐ RESIDENTAL AREAS	☒ PARK CITY LIMITS	☐ MULTI-JURISDICTION	☒ AMPLIFIED SOUND
THE TARGET MARKET FOR THIS EVENT IS: (Check all that apply)										
☐ YOUTH / FAMILIES	☒ ADULTS	☒ LOCAL	☒ STATE - WIDE	☒ REGIONAL	☒ NATIONAL	☒ INTER NATIONAL	☐ SPECTATORS	☐ PARTICIPANTS	OTHER:	
THIS EVENT WILL: (Check all that apply)										
☒ LIMIT # OF PARTICIPANTS	☐ BE FREE FOR SPECTATORS		☐ BE FREE FOR PARTICIPANTS		☒ INCLUDE VENDORS OR SPONSOR		☒ OPEN TO THE PUBLIC			
☐ LIMIT # OF SPECTATORS	☐ CHARGE ADMISSION FOR SPECTATORS		☒ CHARGE PARTICIPANTS		☐ NOT INCLUDE VENDORS OR SPONSOR		☐ PRIVATE EVENT			
THIS EVENT WILL BE HELD: (Check all that apply)										
EVENT DATE(S):										
☐ MONDAY	☐ TUESDAY	☐ WEDNESDAY	☐ THURSDAY	☒ FRIDAY	☒ SATURDAY	☐ SUNDAY				
☐ WEEKLY		☐ MONTHLY		☐ SERIES		☐ ONE DAY				
NUMBER OF EVENT(S): 2					NUMBER OF CONSECUTIVE DAYS: 2					



Park City Municipal Corporation

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ONE DAY EVENT HOUR(S)

EVENT START TIME: See Operations Plan for Full schedule	EVENT END TIME:
EVENT SET-UP DATE:	EVENT BREAK-DOWN DATE:
EVENT SET-UP TIME(S):	EVENT BREAK-DOWN TIME(S):

MULTIPLE DAY EVENT HOUR(S)

DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	

INCLEMENT WEATHER INFORMATION

DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		EVENT BREAK-DOWN DATE:	
EVENT SET-UP TIME(S):		EVENT BREAK-DOWN TIME(S):	

No inclement weather date is required and the event will be held rain or shine. I understand the event may be cancelled or postponed by the City due to hazardous or damaging conditions.

EVENT ATTENDANCE

IF ANNUAL EVENT:	
TOTAL EVENT ATTENDANCE OF PREVIOUS YEAR: 3,500	TOTAL DAILY EVENT ATTENDANCE OF PREVIOUS YEAR: 3,500
ESTIMATED # OF PARTICIPANTS:	ESTIMATED # OF VENDORS: 10
ESTIMATED # OF SPECTATORS: 3,500	ESTIMATED # OF VOLUNTEERS: 50
ESTIMATED # OF STAFF: 35	ESTIMATED DAILY ATTENDANCE:
ESTIMATED HIGHEST TOTAL ATTENDANCE AT ONE TIME: 4,000	ESTIMATED HIGHEST TOTAL ATTENDANCE OF ENTIRE EVENT: 4,000



I anticipate the event to have an attendance of 500 or more people and understand, as the applicant, I may be required to obtain a mass gathering permit from summit county: <http://www.summitcountyhealth.org/>



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SIDEWALK & STREET USE

THE EVENT WILL HAVE: (Please check all that apply)

STREETS

☒	STREET CLOSURE MAP IS ATTACHED	☐	CLOSURE SIGN/MARKING INFORMATION IS ATTACHED				
☒	ROLLING CLOSURE	☐	PARTIAL CLOSURE	☒	FULL CLOSURE	☐	NO CLOSURE
NAMES OF STREETS TO BE CLOSED:				TIMES (START / END OF CLOSURE):			
See Operations Plan				START:		END:	
				START:		END:	
				START:		END:	
				START:		END:	

REASON FOR CLOSURE:

SIDEWALKS

☐	SIDEWALK CLOSURE MAP IS ATTACHED	☐	CLOSURE SIGN / MARKING INFORMATION IS ATTACHED				
☐	PARTIAL CLOSURE	☐	FULL CLOSURE	☐	NO CLOSURE	☐	CROWD CONTROL PLAN
ADDRESS:							
ADDRESS OF CLOSURE: (FROM / TO)				TIMES: (START / END OF CLOSURE)			
FROM:		TO:		START:		END:	
FROM:		TO:		START:		END:	
FROM:		TO:		START:		END:	
FROM:		TO:		START:		END:	

REASON FOR CLOSURE:

TRAILS

☐	TRAIL COURSE MAP IS ATTACHED	☐	COURSE / SIGN MARKING INFORMATION IS ATTACHED
NAMES OF TRAILS TO BE USED:			

PARADE

ASSEMBLY AREA:		DISBANDING AREA:		# OF PARADE ATTENDEES:	
PARADE IS:					
☐	☐	☐	☐		
WALKING ONLY	VEHICLES & WALKING	VEHICLES ONLY	WILL HAVE ANIMALS		

OTHER PARADE INFO:



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CITY PARKING FACILITIES REQUEST

GENERAL PARKING

HOW MANY PARKING SPACES DOES THE EVENT NEED?

TBD

☐

MAIN STREET

☐

CHINA BRIDGE

☐

FLAGPOLE LOT

☐

BREW PUB LOT

☐

SANDRIDGE PARKING LOTS

☐

PARK AVENUE

☒

CITY PARK

☒

MAWHINNEY LOT

☐

QUINNS LOT

☒

RICHARDSON FLATS

OTHER:

WILL THE EVENT PROVIDE TRANSPORTATION SERVICES TO THE EVENT FROM PARKING AREAS?:

☒

YES

NO

WILL THE EVENT HAVE ADA PARKING AVAILABLE?:

☒

YES

NO

WILL THE EVENT WILL REQUIRE PARKING REMOVAL?:

☐

YES

☒

NO

The event will require parking removal as indicated below, and I will complete a special use of public parking application as required with the Park City Parking Services Department

NAME OF AREA OR STREETS: See attached Operations Plan

BETWEEN:

START / END TIME:

REASON:

NAME OF AREA OR STREETS:

BETWEEN:

START / END TIME:

REASON:

NAME OF AREA OR STREETS:

BETWEEN:

START / END TIME:

REASON:

NAME OF AREA OR STREETS:

BETWEEN:

START / END TIME:

REASON:

TRANSPORTATION

WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS?

☒

BUS

☒

BIKE

☒

WALK

NAME OF TRANSPORTATION PROVIDER / COMPANY: LeBus

PHONE: 800-366-0288

EMAIL: <https://lebus.com/>

☒

THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITY'S SCHEDULE AND HAS INCLUDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.

☐

THE APPLICANT IS PROVIDING BIKE TRANSPORTATION AT THE EVENT AND HAS INCLUDED BIKE PARKING AREAS ON THE SITE MAP WITH THIS APPLICATION.

ADDITIONAL TRANSPORTATION INFORMATION:

PUBLIC FACILITY USE

CHECK ALL THAT APPLY:

☒

MINERS HOSPITAL AT CITY PARK

☒

PARK CITY LIBRARY MEETING ROOMS

☒

JIM SANTY AUDITORIUM

☐

SOUTH CITY PARK

☐

CITY PARK COVERED BBQ AREA

☐

CITY PARK GAZEBO / STAND

☒

CITY PARK SOFTBALLFIELD

☐

CITY PARK RUGBY FIELD

☐

SKATE PARK AT CITY PARK

☐

QUINN'S SPORTS COMPL FIELDS

☐

ROTARY PARK

☐

SCHOOL DISTRICT FIELDS

☐

DIRT JUMP PARK

☐

PARK CITY ICE ARENA

☐

OTHER:



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☒ I understand all temporary structures and flammable materials must be approved by the Park City Building Department. Such approvals will require a fire/building permit to be submitted 10 days prior to the event, as well as an on-site inspection the day of the event.										
☐ TEMPORARY BLEACHERS		☐ INFLATABLES		☒ CANOPIES		☐ TEMPORARY BADGES		☒ TEMPORARY LIGHTING		
☒ TENTS 10X10 OR UNDER		HOW MANY?:TBD								
☒ TRAILER		HOW MANY?:TBD								
STRUCTURES OVER 6 FEET TALL		PURPOSE:						HOW MANY:		
DOES EVENT HAVE ELECTRICAL NEEDS?:				☒ YES ☐ NO		DOES EVENT REQUIRE USE OF GENERATORS?:				☒ YES ☐ NO
WILL YOU BE REQUESTING PERMITS FOR FIREWORKS?:						☐ YES ☒ NO				
WILL THE EVENT REQUIRE THE USE OF FLAMMABLE MATERIALS, FUELS, OR GASSES?:						☐ YES ☒ NO				
NAME SUCH MATERIALS:										
WASTE MANAGEMENT AND RECYCLING										
☒ THE EVENT WILL PROVIDE ITS OWN GARBAGE CANS AND WASTE MANAGEMENT.										
☐ THE EVENT WILL PROVIDE ITS OWN DUMPSTERS, WHICH IS INDICATED ON THE SITE MAP.										
☐ THE EVENT WILL USE THE CITY'S GARBAGE CANS AND WASTE MANAGEMENT, REQUIRING ADDITIONAL FEES.										
☐ THE EVENT WILL USE THE CITY'S DUMPSTERS, REQUIRING ADDITIONAL FEES.										
☐ THE EVENT WILL HIRE A COMPANY AND PROVIDE RECYCLING SERVICES FOR THE FOLLOWING MATERIALS:										
☒ PLASTIC		☐ PAPER		☒ ALUMINUM		☒ GLASS		☐ CARDBOARD		
						☐ COMPOST		☐ OTHER		
☒ THE EVENT WILL UTILIZE CITY RESTROOM FACILITIES.										
☒ THE EVENT WILL BRING ITS OWN RESTROOMS AND SANITARY STATIONS. (May be required by Summit County Health Department or Park City Building Department)										
WILL ANIMALS BE AT THE EVENT?:		☐ YES ☒ NO		IF YES, PLEASE DESCRIBE TYPE OF ANIMALS AND WASTE PLANS.						
TYPES OF ANIMALS:										
☐ I HAVE INCLUDED THE PLACEMENT OF THE ANIMALS IN THE SITE MAP OR LINE UP IN THE CONTINGENCY PLAN										
WILL DOGS BE ALLOWED AT THE EVENT?:		☐ YES ☒ NO		☐ LEASHED		☐ UNLEASHED				
☒ The Waste Management Plan and Environmental Management Plan have been attached to this application as described above.										
FOOD & MERCHANDISE SALES										
☒ I understand that all vendors must obtain a Park City Business license. All vendors serving food and drink may also be required to obtain a food service or food handler permit from Summit County.										
WILL THERE BE SALE OF MERCHANDISE?:						☒ YES	☐ NO			
WILL THERE BE COMPLIMENTARY FOOD?:						☐ YES ☒ NO				
WILL THERE BE SALE OF FOOD?:						☒ YES	☐ NO			
WILL THERE BE ALCOHOL FOR SALE?:						☒ YES	☐ NO			
☒ BEER		☒ WINE				☒ LIQUOR				



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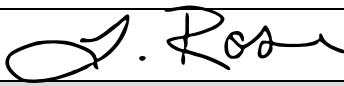
☒	I HAVE CONTACTED THE PARK CITY FINANCE DEPARTMENT REGARDING REQUIREMENTS FOR BEER & LIQUOR LICENSES.					
☒	I UNDERSTAND THAT THE UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL MAY REQUIRE OTHER PERMITS.					
WILL FOOD ITEMS BE PRE-PACKAGED?:			☒	YES	☒	NO
WILL FOOD ITEMS BE COOKED ON SITE?:			☒	YES		NO
☒	I UNDERSTAND THAT IF COOKING IS ONSITE, A PARK CITY BUILDING/FIRE PERMIT MAY BE REQUIRED.					
WILL FOOD ITEMS BE PREPARED OFFSITE?:				YES	☒	NO
DESCRIBE ITEMS:						
TEMPORARY SIGNS						
WILL THERE BE TEMPORARY SIGNS AT THE EVENT?:			☒	YES		NO
☒	I HAVE ATTACHED A SIGN PLAN DESCRIBING THE CONTENT, SIZES AND LOCATIONS IN THE CONTINGENCY PLAN.					
SAFETY - SECURITY						
☒	THE EMERGENCY AND SECURITY PLAN HAS BEEN INCLUDED IN THE OPERATIONS PLAN, AS WELL AS CROWD CONTROL, ACCESS, AND FIRST AID. AFTER REVIEW OF THIS APPLICATION, REQUIREMENTS FOR EMTS, FIRE, AND POLICE SERVICES WILL BE DETERMINED AS PART OF THE CONDITIONS OF APPROVAL OF THIS EVENT. THE SPECIAL EVENTS DEPARTMENT WILL BE ABLE TO GIVE THE APPLICANT AN ESTIMATE OF SUCH CITY SERVICE REQUIREMENTS UPON REQUEST.					
THE EVENT WILL HAVE AMPLIFIED SOUND:			☒	YES	☐	NO
THE EVENT WILL REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL:			☒	YES	☐	NO
COMMUNICATION NEEDS						
WILL THERE BE INSTALLATION OF AN ANTENNA FOR COMMUNICATION NEEDS?:				YES	☒	NO
☐	INSTALLATION OF AN ANTENNA FOR COMMUNICATION IS INDICATED IN THE SITE PLAN WITH SPECIFICATIONS.					
MARKETING OF EVENT						
PROPER MARKETING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE: www.visitparkcity.com						
☒	I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.					
☐	I HAVE CHOSEN NOT TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.					
WHO IS THE TARGET MARKET FOR THIS EVENT?:		See full marketing plan attached				
WHERE IS THE TARGET MARKET FOR THIS EVENT?: (choose all that apply)						
☒	☒	☒	☐			
LOCAL	REGIONAL	NATIONAL	INTERNATIONAL			
WILL THIS EVENT BE FILMED AND TELEVISED?: (choose all that apply)				YES		NO
☐	☐	☐	☐			
LOCAL	REGIONAL	NATIONAL	INTERNATIONAL			
PLEASE LIST ALL ADVERTISEMENT INCLUDING MEDIA COVERAGE, NEWSPAPER, AND MAGAZINES:						
MEDIA (RADIO/TV):						
NEWSPAPER:						
MAGAZINES:						
OTHER:						
PLEASE SELECT RANGE OF MARKETING BUDGET:						
☐	☐	☐	☐	☒		
\$100 OR UNDER	\$100 - \$500	\$500 - \$1,000	\$1,000 - \$2,500	ABOVE \$2,500		



Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060

APPLICANT AGREEMENT & SIGNATURE		
I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein, including supporting documentation is complete and accurate.		
Name (Printed):	Libby Rose	
Signature:		Date: March 11, 2025

SAVE AS

SUBMIT

PRINT



PARK CITY MUNICIPAL CORPORATION
Special Event Indemnification Agreement

This Indemnification Agreement must be completed and returned to the Special Event Manager at least ten (10) working days prior to the event or the event will be cancelled.

PLEASE PRINT:

Name of Event Permittee (applicant's business, organization or individual name)

Name of Special Event

Date(s) of Event

Each person signing this Agreement represents and warrants that: 1) he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the Event Permittee; 2) the execution and delivery of the Agreement and the performance of the Event Permittee's obligations hereunder have been duly authorized; and 3) the Agreement is a valid legal agreement and binding on the Event Permittee and is enforceable in accordance with its terms.

Each person signing this Agreement represents and warrants to Park City Municipal Corporation that the Event Permittee has insurance coverage in place that: 1) covers the scope of activities associated with this event, and 2) the insurance coverage limits meet or exceed the coverage specified and required to obtain this permit.

For and in consideration of the issuance of this permit by Park City Municipal Corporation (PCMC) authorizing the use of City streets and/or City owned or other public property for use by the Special Event, Event Permittee hereby agrees to indemnify and defend PCMC, together with its officers, agents, servants, employees, PCMC event volunteers and their successors, from and against all claims, loss, or demands for damages, including claims for loss of life, personal injury or wrongful death and/or damage to property arising out of the conduct of the Special Event and further agrees that Event Permittee shall indemnify PCMC irrespective of whether the scope or limits of Event Permittee's insurance policies adequately cover any of the aforementioned claims or demands, except for any claim arising out of the sole negligence or willful misconduct of the City or its employees.

EVENT PERMITTEE

Date: _____

By: _____

Print Name: _____

Address: _____

Phone Number: _____



Outdoor Special Event Emergency Operations Plan (EOP)

IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

This outdoor special event emergency operations plan (EOP) is meant to train event volunteers/personnel as well as to create a more specific EOP for events. It is the event organizer/responsible party's duty to train event personnel in the following potential emergencies and to make sure that all key and supervisory event personnel are documented on the attached section with a number to contact them at during the event, their assignment and its location. With this event EOP, a map of all areas that the event will encompass is included. It outlines the area of the event, evacuation routes and ingress/egress for emergency personnel.

Fire & Medical Emergencies

Police, Fire and Ambulance will respond based on the initial call. Police personnel are trained in first aid and can provide stabilization until the ambulance arrives.

In Case of a Medical Emergency:

1. Call 911 (Stay on the telephone if possible until the dispatcher has all needed information). Give the nature of emergency,
2. Location (Your specific site location),
3. Your name and phone number where you can be called back,
4. Do not move victim unless absolutely necessary,
5. And stay on the telephone until the Dispatcher has all needed information and allows you to hang up.

In Case of a Fire:

1. Call 911 (Stay on the telephone if possible until the dispatcher has all needed information).
2. Give the nature of emergency and the location. Stay on the phone long enough to answer any questions the dispatcher might have. This will ensure that proper equipment and personnel respond. Police will provide rescue, traffic, communications and crowd control.
3. Alert people in the immediate vicinity to evacuate to safest designated areas. [SEE ATTACHED MAP(S)]
4. Use fire extinguisher if the fire is small and you have been trained in how to operate the device.
5. Never breathe the smoke from fire. Stay low and crawl if necessary to avoid it. Smoke from some plastics and other common materials are toxic. Stay upwind so combustion products will blow away you.
6. **DO NOT REENTER THE AREA.** If a life may be in jeopardy, notify the professionals and let them enter with proper equipment. A significant number of fire fatalities result when people who have successfully evacuated a fire area return to retrieve a valued item or to search for someone missing.

Weather Related Emergency

The on-site event organizer will be responsible for determining if weather conditions become a hazard to personnel/patrons at the activity. Choose the safest alternative.

Before Any Event:

Before any event, the on-site event organizer shall research types of weather that may occur during the particular time of year the event is scheduled. Once potential hazardous weather or conditions are identified, mitigation, preparedness and training efforts will be included in the event planning.

Lightning:

In the event of weather conditions with the potential of lightning activity, careful monitoring of the weather dynamics is required. Such factors as the developing cloud patterns in the area, the lightning, and thunder activity should be considered. In conditions where there is observable thunder and lightning, outdoor activities shall be suspended until thunder can no longer be heard.



Outdoor Special Event Emergency Operations Plan (EOP)

IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

There is no safe place outside when thunderstorms are in the area. Evacuate to substantial buildings, enclosed parking structures and hard-topped vehicles are safe options. A safe building is one that is fully enclosed with a roof, walls and floors, and has plumbing or wiring (excludes temporary, portable, or metal buildings).

Lightning Safety Rules:

- Keep an eye on the sky,
- If you see or hear a thunderstorm coming, immediately suspend outside activity and go to a safe building or vehicle,
- Postpone activities promptly; do not wait for rain.
- If you cannot get to a shelter, stay away from trees,
- If you are out in a field, get to the lowest point,
- Move away from a group of people,
- Avoid metal,
- Avoid contact with electrical equipment or cords,
- Avoid contact with plumbing,
- Stay away from windows and doors, and stay off porches,
- Do not lie on concrete floors and do not lean against concrete walls.

Wind:

Power outages may occur with as little as twenty-five mile per hour winds and can up-root trees with shallow roots. If an event has tents, be cautious of the stability of the structure. All tents must have a City permit, have 50# of weight per leg and be inspected by the PCMC Building Dept. Wind can pose a hazard to participants or spectators, and if the on-site event organizer determines that winds pose a life safety issue, then activities shall be suspended.

Hail:

Most hailstorms develop in the presence of cumulonimbus clouds and other severe weather phenomena. Hailstones can cause serious damage, notably to automobiles, aircraft, skylights, glass-roofed structures, and people. Hailstorms rarely last more than 15 minutes. Some safety tips for hailstorms that an on-site event organizer should know or may want to pass on to participants are as follows:

- If you are outside, get inside.
- If you cannot find shelter, at least find something to protect your head.
- Stay away from windows.

Excessive Heat:

Heat is the number one weather-related killer in the United States, resulting in hundreds of fatalities each year. On average, excessive heat claims more lives each year than floods, lightning, tornadoes, and hurricanes combined. In planning for outdoor activities during a heat wave, consider certain precautions, e.g., can the event be scheduled in the morning or evening hours when it is cooler? The on-site event organizer will offer or encourage participants to:

- Drink or have plenty of water available. Avoid alcoholic and high sugar drinks.
- Encourage participants to wear lightweight, light-colored, and loose-fitting clothing,
- Wear a wide-brimmed hat, sunglasses, and sunscreen.

Provide cooling places with misting stations.

Microburst Rainfall:

Microburst rainfalls occur within a plume of air with high amounts of moisture are directed around a cold-core low or tropical cyclone. Flash flooding can frequently occur in of slow-moving thunderstorms in urban environments where less plants and bodies of water are present to absorb and contain the extra water. Should excessive rainfall occur during an event, the on-site event organizer will:

- Listen to the radio or television for information.
- Be aware that flash flooding can occur. If the event site is in a low-lying area with the potential to flood, move immediately to higher ground.



Outdoor Special Event Emergency Operations Plan (EOP)

IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

- Be aware of streams, drainage channels, and other areas known to flood suddenly.
- Let participants know not to walk through moving water. Six inches of moving water can make you fall.
- Let participants know not to drive in flooded areas. If floodwaters rise around a car, abandon it. Move to higher ground.

Ice Storm:

Ice storms are caused by liquid precipitation freezing on cold surfaces and leads to the gradual development of a thickening layer of ice. The accumulation of ice during the storm can be extremely destructive. Trees and vegetation can be destroyed and ice can down power lines, causing loss of heat and communication lines. Because ice storms are usually slow developing, the on-site event organizer will monitor the weather before, during, and after the event. Mitigation efforts may include sanding or salting walkways, stairways, and roads, shortening the event, or offering shuttle service to minimize the number of cars and/or pedestrians on hazardous roadways.

Blizzard:

- Find a dry shelter. Cover all exposed parts of the body
- If shelter is not available:
 - Prepare a lean-to, wind break, or snow cave for protection from the wind.
 - Build a fire for heat and to attract attention. Place rocks around the fire to absorb and reflect heat.
 - Do not eat snow. It will lower your body temperature. Melt it first.

Earthquake:

The danger of an earthquake is high however it is unknown when such earthquake will happen. Should the large earthquake that's predicted happen (that is a 7.0 magnitude in the valley), it may result in a 5.6-5.8 magnitude here in Park City and surrounding areas. Precautions should be in place should the earthquake occur and event personnel should be aware of the danger and the procedures for safety and evacuation.

- Initially Drop Cover and Hold On
- Stay calm and await instructions from emergency personnel or a designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by a designated official. Be aware of falling objects as you exit a structure or hazards on the ground or in the area.



Outdoor Special Event Emergency Operations Plan (EOP)

IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

Event Details

Event Name: See attached full Operations Plan
Date(s) of Event: _____
Event Location(s): _____
Street Address of Event: _____

On-site Day of Event Organizer/Responsible Party (please print clearly)

Primary Coordinator
Name: See attached full Operations Plan
Mobile Number: _____

Co-Coordinator
Name: _____
Mobile Number: _____

Co-Coordinator
Name: _____
Mobile Number: _____

Other Event Personnel, i.e. volunteers, security, parking

Name: See attached full Operations Plan
Mobile Number: _____
Assignment: _____
Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____
Mobile Number: _____
Assignment: _____
Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____
Mobile Number: _____
Assignment: _____
Assignment Location: _____

Roving? – Yes ☐ No ☐



Outdoor Special Event Emergency Operations Plan (EOP)

IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

Name: See attached full Operations Plan _____

Mobile Number: _____

Assignment: _____

Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____

Mobile Number: _____

Assignment: _____

Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____

Mobile Number: _____

Assignment: _____

Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____

Mobile Number: _____

Assignment: _____

Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____

Mobile Number: _____

Assignment: _____

Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____

Mobile Number: _____

Assignment: _____

Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____

Mobile Number: _____

Assignment: _____

Assignment Location: _____

Roving? – Yes ☐ No ☐

Name: _____

Mobile Number: _____

Assignment: _____

Assignment Location: _____

Roving? – Yes ☐ No ☐



Outdoor Special Event Emergency Operations Plan (EOP)

IMPORTANT – PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

EMERGENCY – Dial 911

Park City Police Dept ----- 435 -615-5500
(Non-Emergency Number)

Park City Fire Dist ----- 435-940-2500
(Non-Emergency Number)

Summit County Sheriffs ----- 435-615-3600
(Non-Emergency Number)

Summit County Health ---- 435-333-1500
(Non-Emergency Number)

Park City Building Department - 435-615-5100

Park City Special Events:
Chris Phinney ----- 435-602-3539
Heather Weinstock ----- 435-659-5945

Park City Emergency Management - 435-615-5911
(24hr On-Call Number)

GREEN EVENTS CHECKLIST:

Thank you for helping us to preserve Park City's environment!
We are committed to the preservation and enhancement of the environment for our community and guests.
Please submit this checklist along with your permit application.
Contact your Special Event Coordinator for more information or questions.

Name of Event: Park City Song Summit		Organization/ Business: Park City Song Summit	
Total Estimated Attendance at Event: 4,000		Number of Vendors: 10	
Date of Event:			
Name of person responsible for overseeing green event practices for your event, including training staff and volunteers in sustainable practices: (recycling, composting, reuse, waste and energy reduction, etc.).		Kate McChesney/Libby Rose kate@parksillysundaymarket.com	
Email Address: libbyr@parkcitysongsummit.com		Cell Phone: 404-427-0677	
Signature of Event Producer: 		Date: March 11, 2025	
☒	Standard	☒	Extraordinary Measures
☒	Complete Environmental Management Plan and attach as part of the Supplemental Plan for your event.	☒	Use vendors that have an environmental policy, recycle and compost, use local food sources, use energy efficient appliances, or otherwise offset their carbon footprint.
☒	Use electric spider boxes for power needs.		Eliminate the use of fossil fuels for on site power needs.
☒	Use sand or other reusable ballasts for securing tents instead of water.	☒	Commit to and publicize water conservation efforts at event.
☒	Recycling is required in all areas of the event. Recycling containers must be paired with trash cans.		Sponsors/Vendors distribute bags, bottles, or serving material made from recycled material, or that can be reused or recycled.
	Event Applicant materials printed on at least 30% post consumer recycled paper. Distributed items must be made from recycled materials that can be reused, recycled or reconsumed.	☒	Event Applicant does not offer printed materials. All promotional materials are available electronically.
☒	Remind guests to bring their reusable bags and water bottles. Use, sell, or provide reusable bags and waterbottles.	☒	Event Applicant does not sell or give away plastic bottled water unless the bottle is compostable. <i>(To try using watering stations and reusable containers).</i>
☒	Reusable banners, eco-friendly promotional material or recycle (i.e., banners into shopping bags).	☒	Use reusable linens instead of paper or plastic table covers.
☒	Encourage the use of bicycles, buses, shuttles, carpools or other public transit to and from the event. This must be promoted on event website and marketing.	☒	Offer a Bike Valet (Summer Events - May through October)
☒	Enforce a no idling policy for staff, volunteers, vendors and attendees.	☒	Incorporate alternative transportation plans into your event. Supplement City Transit with additional transit options. (This must be approved before implementing).
☒	Use eco-friendly serving utensils (compostable, plant-based or made from recycled materials) and eliminate the use of regular plastic cups and pre-packaged servings.	☒	Provide vegetarian meal options. Be local - offer food or vendor items that are made, grown and produced within 100 miles of Park City.
☒	Be Styrofoam Free!		Be Glass Free!
☒	Prepare food with reusable cutlery and dishes, or products that can be composted.	☒	Serve food in bulk – (avoid cans, bottles, sugar packets and serve at stations)
☒	Wastewater must be properly disposed of into the sanitary sewer system, i.e., floor sink or mop sink, etc., and it is prohibited to dispose of gray water into the storm sewer or directly onto the ground.	☒	Tell us what else you are doing. We love new ideas and solutions!!
For Municipal Purposes			
Trash Plan Approved by:		Date:	
Public Works:		Date:	
Health Department:		Date:	
Sustainability Department:		Date:	



Park City Permit for Relief of Noise Restrictions

A Permit for Relief of Noise Restrictions is required of any person or company that engages in an activity in violation of Park City Code 6-3. Per the Park City Code Section 6-3-11, applications for a permit for relief from the noise restrictions may be made to the Chief of Police as it pertains to special events, community, or private functions or events. Any permit granted by the Chief of Police, or his/her designee shall contain all conditions upon which the permit has been granted, including, but not limited to, the effective dates, time of day, location, sound pressure level, or equipment limitation and name and contact information for the on-scene officiator. The applicant is required to provide an on-site officiator at the event to ensure compliance with the noise restrictions and be available for contact if there are complaints. Additionally, the applicant is required to provide a map of the event location showing stages, speakers and other sources of noise.

Applicant's Name: Libby Rose

Phone #: 404-427-0677

Address: _____

Purpose of Activity and description of noise-making activity and equipment:

Concert - amplified sound

Address of Event (property on which noise generating activity will occur): City Park - 1400 Sullivan Rd, Park City

Date(s) of Event: 2 Time of Amplified Noise (Include Sound Check): See attached Schedule

Type of Noise Generated: Music

Estimated Maximum Number of People in Attendance: 4,000

Level of Noise Permitted: 90dB in crowd / 65 dB 20 ft from nearest residence

I, Libby Rose, acknowledge and understand Park City Code 6-3 and certify that all information stated above is correct. As the applicant, I will have amplified sound no higher than a decibel limit of 90dB between the times of 11:30a to 10:00p (all permits expire at 10:00 PM). Should I violate the terms of the agreement, I will immediately remedy the situation or be subject to the penalties listed below.

Signature:

Date:

March 11, 2025

Responsible person who will be attending the event and will be monitoring noise levels:

Onsite Officiator: _____ Phone: _____

Please Note:

Most amplified sound wont be until 6pm-10pm, but we will have scheduled sound checks of the bands during the day for brief periods of time.

The officiator in charge of the event is responsible to monitor and maintain the permissible sound levels spelled out in this permit. Additionally, the officiator is responsible to mitigate complaints received by the Park City Police Department. Failure to mitigate complaints immediately, once brought to the officiator's attention, may result in a criminal citation and/or a revocation of this permit.

Approved by (PCPD): _____

Signature: _____

Date: _____

The applicant may be required to contact surrounding property owners. When completed, documentation of those contacts (with contact information) shall be provided.

Required Information:

The following residential property owners have no objection to the type of noise that will occur at the location, and at the date and time, given above:

The following residential property owners have objection to the type of noise that will occur at the location, and at the date and time, given above:

Please Note: As per Park City Code Section 6-3-4, the Police Department shall be responsible for the administration of these rules and regulations and any other powers vested in it by law and shall make inspections of any premises and issue orders as necessary to effect the purposes of these regulations, and do any and all acts permitted by law that are necessary for the successful enforcement of these regulations.

As per Park City Code Section 6-3-14, the Police Department may upon discovery or report of a violation be able to issue a criminal citation for the violation or may file a report with the City Prosecutor's Office for review and issuance of information and summons to court to answer the charges.

As per Park City Code Section 6-3-15, any person who is found guilty of violating any of the provisions of these rules and regulations, either by failing to do those acts required herein or by doing a prohibited act, is guilty of an infraction. Each day such violation is committed, or permitted to continue, shall constitute a separate violation. The City Attorney may initiate legal action, civil or criminal, requested by the Department abate any condition that exists in violation of these rules and regulations. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating any of these rules and regulations shall be liable for all expenses incurred by the Department in removing or abating any nuisance or other noise disturbance.



Park City Song Summit

REFERENCED DOCUMENTS FOLDER INCLUDES:

EVENT SCHEDULE
SET UP/BREAK DOWN SCHEDULE
WEATHER PLAN
SECURITY SCHEDULE
SECURITY + EMERGENCY PLANS
PARKING PLAN
MARKETING PLAN

OPERATIONS PLAN Park City Municipal Event Permit

Event Name: Park City Song Summit
Years in existence: 4
Event Dates: August 15-16, 2025
Website: www.parkcitysongsummit.com
Phone: 435-214-1020
Address: 1389 Center Drive, Park City, UT, 84098

Event Description:

Park City Song Summit isn't just a music festival – it's a retreat designed for artists and the music industry to delve deeply into the art and craft of songwriting. This unique event creates a space where artists and audiences connect to explore every facet of creating music. Over two immersive days, the Song Summit blends the intimate, storytelling charm of an 'Unplugged' setting with the inspiring knowledge exchange of a MasterClass or TED Talk. And, of course, there will be plenty of music – from intimate performances and big-stage concerts to unforgettable surprise shows. The Song Summit also goes beyond an intimate music experience. It's also about mental health, wellness, and addiction recovery. Guests can take part in recovery hangs, yoga sessions, hiking, biking, afternoon re-centering, and many other wellness activities.

2024 Recap video: <https://www.youtube.com/watch?v=-rZxB9ECf70>

Contacts

- Ben Anderson – President / Founder
 - #435-659-0502
 - ben@parkcitysongsummit.com
- Julia Rametta – Vice President
 - #801-580-8310

- o juliar@parkcitysongsummit.com
- Libby Rose – VP of Event Operations
 - o #404-427-0677
 - o libbyr@parkcitysongsummit.com

Venue Overview

- City Park - August 15-16, 2025
 - o Address: 1400 Sullivan Rd, Park City, UT 84060
 - o Capacity: 4,000
- Community Center
 - o Address: City Park
 - o Use will be for Staff Headquarters + Staff/Artist Catering
- Jim Santy Auditorium - August 15-16, 2025
 - o Address: 1255 Park Ave, Park City, UT 84060
 - o Capacity: 400
- Miners Hospital
 - o Address: 1354 Park Ave, Park City, UT 84060
 - o Use will be the Parking lot. TBD on use of interior building.
- Library Park
 - o 1255 Park Ave, Park City, UT 84060

Schedule Overview

Full Schedule is located in [Park City Municipal Folder](#)

Events by type:

Mindful Mornings

Venue: Library Park

Description: Guests start their mornings with activities focused on mental health, wellness, and addiction recovery, taking part in yoga and meditation sessions, recovery hangs, hiking and biking.

Labs

Venue: Jim Santy Auditorium

Description: Conference-style discussions that dissect, illuminate and interrogate the art and craft of music and songwriting. Labs create an environment of inclusivity that promotes discussion of mental health, substance recovery, representation and social equity in addition to all things music.

Live Shows

Venue: City Park

Description: Performances in the park featuring headlining acts as well as up-and-comers in the music industry, plus local food, beverage and craft vendors. After attending daily labs and hearing stories directly from the artists, guests gain a greater appreciation for the musical performances in the evening.

Liquor Service

Top Shelf Services will provide beer, wine and liquor service at the following venues:

- City Park - August 15-16 from 5 PM-10 PM

Top Shelf Services will procure the liquor permits for these venues and use their liquor liability Insurance. Top Shelf Contact: Casey Metzger casey@topshelfutah.com 435-714-1101

COVID Precautions

Health and Safety Protocol for Park City Song Summit as of January 2025

At this time, Park City Song Summit will not require any proof of vaccination, testing or masking. Park City Song Summit will follow all City and County guidelines, as well as regulations required by the CDC, at the time of the event. All Utah Covid-19 guidelines can be found at: <https://coronavirus.utah.gov/>

VENUE LAYOUT



[illegible]

PARKING/TRAFFIC FLOW/SHUTTLE ROUTES

Parking/Traffic Control Considerations:

- Patrons will be encouraged to bike, carpool and use public transit buses to travel from transit hubs around Park City, including the Ecker Hill Park & Ride.
- Bus lines: We will work with Park City Transit to establish the best bus routes to promote to attendees and their timing for each line.
- All bus lines pass through the Main Street Transit Center, so guests can utilize Park City's free transit system from all areas of Park City for City Park shows and Santy Auditorium Labs.
- Bike parking to be pointed out on event app & maps with special bike valet at City Park
- Encourage use of Park City e-bike rental program
- Post links directing attendees to public transportation information
- Clearly locate ride share pickup/drop off areas near venues
- Transportation options will be promoted to patrons through website, email, and social media.

Load in Schedule:

Full Load In and Load Out Schedule is located [here](#) in the [Park City Municipal Folder](#).

Emergency Response Plans

The Detailed Security Positions document is located [here](#) in the [Park City Municipal Folder](#).

Security Plan

The Song Summit will be working with each venue to ensure safety of all attendees, artists, and staff.

- Tellus Management Security has been contracted for all safety and security needs at each venue.
- PCSS Event Producer, Erica West, and the Tellus Management Security Director will coordinate directly with Vaifoa Lealaitafea, Police Lieutenant, of the Park City Police and Fire Department regarding details for the 14 additional Police Officers who will be assisting with the event from a traffic and security perspective.
- Security will be performing bag checks and wandering upon entry to the festival.
- Security will be stationed along Park Ave to help mitigate any Rideshare drop-off attempts.
- Security will be stationed along 12th, 13th, 14th and 15th Streets preventing non-residents from parking, and Rideshare drop-off attempts.
- EMS will be on site at City Park for the evening shows. EMS to be arranged by Tellus Management Security.
- All venue security/emergency evacuation plans are detailed [here](#).

Crowd Control

- Entry into venues will be managed by the PCSS venue team and Tellus Management Security. Entry is ticketed and will be required to be purchased ahead of time. PCSS volunteers will also be stationed at each venue to support the venue employees, field questions, and manage any lines.

Emergency Plans (Fire/Medical/Other requiring evacuation or shelter in place)

Each venue has an ERP tailored to the site-specific conditions and layout of the space. Venue Managers will have copies of the plan and are required to walk through with their staff at the beginning of each day. Part of each venue contract includes a requirement to provide the location's evacuation plan and maps of the venue.

Weather Plan

The Song Summit is a rain or shine event. Should extreme weather occur, the Song Summit will announce any cancellations of the event via our website, email, social media and event app to all attendees and vendors. Event director and security lead will be monitoring extreme weather, specifically lighting and will host the show as needed.

Detailed Weather Plan [here](#).

Sustainability Plan Overview

Waste/Recycling Plan

Park City Song Summit is committed to being a Sustainable and environmentally friendly event. We have contracted Kate McChesney with Park Silly to manage our waste & recycling program.

Venue specific waste/recycling

- We will be utilizing onsite garbage disposal and dumpsters at individual venues.
- Ensure a recycling program is being implemented.
- PCSS venue teams will ensure the disposal of all waste and sorting of recycling.

A sustainability requirement is added to all venue contracts to include all of our sustainability commitments that are relevant to the venue. Including:

Overall Sustainability Practices

- We will offer a complimentary water refill station for those bringing re-usable drinkware.
- Sponsors/vendors will distribute any bags/bottles/ or other materials only made from recycled materials or that can be reused or recycled.
- We do not offer printed schedules or event materials – fully online app for all attendee information, communication & ticketing.
- Use reusable linens & signage

- No-idling policy for staff, volunteers, vendors and attendees.
- Provides vegetarian meal options, encourages local food sources as first choice.
- Styrofoam free event, eco-friendly serving utensils & service ware

Staff and Volunteer Plan

PCSS staff will cover all venues across all days of the event, supported by volunteers and venue staff.

Staff

- Each venue will have a Venue Manager, Production Manager & Security Manager overseen by PCSS Event Director
- PCSS core staff will oversee the entire event and all venue staff.

Volunteers

- PCSS will utilize volunteer support for ticket taking, artist greenroom support, information desks, merchandise sales, and other positions throughout the event.

Food & Merchandise Sales

Merchandise

- PCSS will sell event merchandise (apparel, stickers, etc.) at Santy Auditorium and City Park.
- Select outside vendors will also be allowed to sell items or services.

Food

- Select outside food vendors will sell food directly to guests. This will include food trucks as well as food tents.
- Outside food and drinks will not be allowed in the venue. Water refill stations will be free for all guests.

Alcohol

- The Park City Song Summit has a focus on mental health and sobriety. While there will be alcohol for sale, there will also be as many non-alcoholic and other unique choices available at ALL venues.
- Alcohol will be for sale by Top Shelf Services

Signage Plan

Signage will simply be directional or display Song Summit or sponsor logos. There will be no use of foul language, profanities, or offensive language or images in any way, shape or form. The main stage will have signage as well as signage on some of the venue fencing.

Park City Song Summit Resident Mitigation Plan

1. Noise Control

- **Stage & Speaker Placement:** Stages will be positioned strategically to direct sound away from residential areas, using advanced directional speaker technology to minimize sound spillover.
- **Resident Engagement & Outreach:** Chris Phinney will provide us with the ‘bubble’ of residences that we will be responsible for contacting, which we will do by going door-to-door and issuing a local resident parking pass in addition to details regarding the event. This will occur approximately 2 weeks out from the event. For any residents located outside of the city’s designated bubble, the city will post an announcement regarding Park City Song Summit via social media. Special attention and care will be designated to the Snow Country Residences, with discount or comped tickets offered.
- **Decibel Limits & Monitoring:** We will set strict sound level limits and work with professional sound engineers to ensure compliance. Real-time sound monitoring stations will occur at the South and West sides of the perimeter of City Park

We are proposing:

Front of Stage (Optimal for Concertgoers): 90dB at the front of the stage. This will give attendees an immersive experience without creating issues for the surrounding area.

Perimeter Sound Levels: A sound limit of **75 dB** at the the boundary of the park and 65 dB within 20 feet of the nearest Residence.

2. Parking & Traffic Management

- **Dedicated Festival Parking:** Use satellite lots outside residential areas with shuttles to the venue. Parking maps included in this document.
- **Resident-Only Parking Zones:** Implement temporary permits to prevent festival attendees from parking in neighborhoods.
- **Rideshare & Drop-Off Zones:** Create designated pick-up/drop-off areas to prevent congestion on residential streets.
- **Signage:** Indicating the designated area for Rideshare Dropoff + Pickups and No stopping or standing on Deer Valley Drive

3. Waste Management & Clean-Up

- **Increased Waste Stations:** More trash, recycling, and compost bins throughout the park and near exits.
- **Volunteer & Staff Clean-Up Crews:** Regular clean-ups during and after the event, including in nearby residential areas.

By making noise control our highest priority and implementing data-driven solutions, Park City Song Summit is committed to ensuring a respectful and enjoyable experience for both attendees and the local community.



Park City Song Summit Brand Guidelines:

BURNT ORANGE = PMS 172
RGB = R 241, G 90, B 41



GOLDEN HOUR = PMS 1225
RGB = R 252, G 180, B 78



SPRING GREEN = PMS 611
RGB = R 210, G 198, B 80



EVERGREEN = PMS 7475
RGB = R 112, G 121, B 51



WET BARK = PMS
RGB = R 88 G 20, B 0



ASPEN = PMS WARM GRAY 1
RGB = R 242, G 236, B 231



OPTIONAL AQUA = PMS 563
RGB = R 124, G 167, B 156



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Sponsorship

PCSS 2025 – PCSS is seeking sponsors that reflect the vision and purpose of the Park City Song Summit. Sponsorship will be sold as packages in tiers ranging from \$10k-100k, presented as opportunities to be Lab underwriters, host VIP lounges, create experiential activations, host activities, provide gifting, sell employee Incentives, manage signage and display, sell merchandise, offer food & beverage, and produce events.

Marketing

Park City Song Summit works with a talented marketing team. Their responsibilities include:

- Building the overall Marketing Plan and campaign calendars once all venues and artists are locked in
- Managing all Summit-related show marketing: print, radio, digital, street, contesting + guerilla
- Leading social media and content strategy/execution to build and continually expand reach and fan engagement
- Working with our sponsorship team to identify and cultivate strategic and local brand partnerships that generate earned lift
- Maintaining a progressive and nimble approach to online advertising
- Measuring success through digital analytics to ensure Song Summit is making informed marketing decisions

PCSS Marketing 2025

Important dates:

- April 8, 2025: Artist announce & Ticket On Sale
- May 6, 2025: 100 days out
- June 25, 2025: 50 days out
- July 15, 2025: 30 days out / Ticket price increase
- August 8, 2025: Ticket price increase
- August 14-16, 2025: Park City Song Summit Festival

Target demographic

- Music lovers who are local and national.
- 55% men, 45% women.
- Age range: 35-65

Advertising Areas

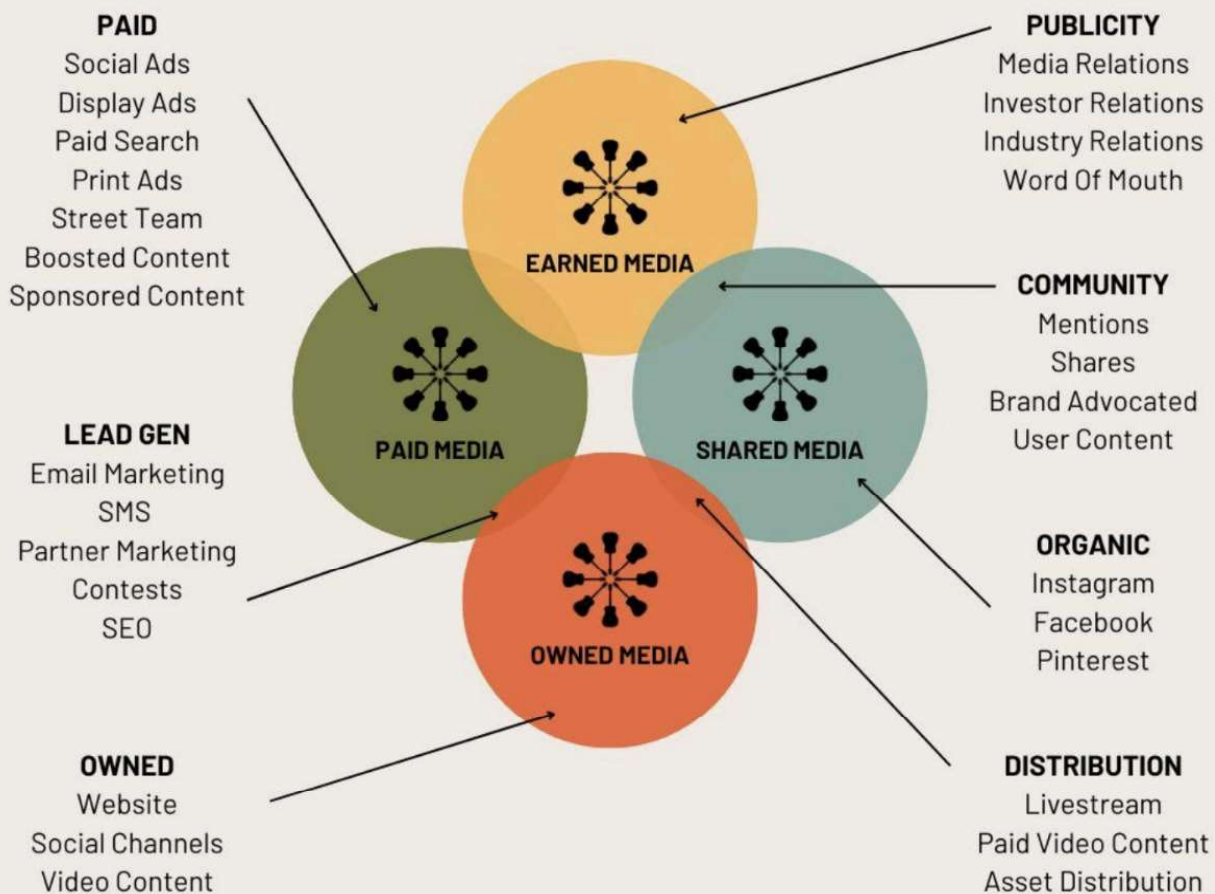
- Website
 - www.parkcitysongsummit.com
- Email & SMS marketing
- Social
 - Instagram - <https://www.instagram.com/parkcitysongsummit/>
 - Facebook - <https://www.facebook.com/parkcitysongsummit>
 - Pinterest: <https://www.pinterest.com/parkcitysongsummit/>
- Paid Digital ads
 - Google display ads
 - Paid social
 - Whitelisting artist ads
- Public relations:
 - Long lead and short lead press
 - Article features, brand stories, add to 25+ local calendars
- Print marketing
 - Magazines (Park City Magazine, PC Style, local, Variety, Rolling Stone)
 - Newspapers (Park Record, Deseret News, Salt Lake Tribune, City Weekly, PC Style & Mountain Express Magazine)
- Paid digital marketing
 - Local: Town Lift, Visit Park City, Park Record
 - National: Bandsintown, Jambase, Here+There, Relix
- Radio/TV
 - KRCL, KPCW, and KUER
 - KUTV
 - KJZZ
- Partner Support
 - Artists, sponsors, partners posting on social media and websites

Transportation Updates

- With the new location, we are making a strong effort to encourage attendees to walk, bike, public transit, carpool, and rideshare to the event.
- Update website page from "Directions & Parking" to "Transportation". We will outline and give resources for walking, biking, public transit, carpool, and rideshare opportunities.
- Information will be highlighted on:
 - Multiple social media posts
 - Email marketing throughout our on sale period
 - Press leading up to the event

PARK CITY SONG SUMMIT

MARKETING PLAN 2025





Road Closures

Sullivan Lane closed to public 4:00pm – 11:00pm Friday & Saturday. Limited (not full) closure on Wednesday Thursday when set up takes place.

Length of the road would be used for production along one side.

Emergency vehicles to be stationed here.

Throughway to be kept cleared for residents and event vehicles.

Production semis and vehicles would be parked along this road/

Parking: Richardson Flats
Total: about 500 spaces

Availability: Confirmed,
not exclusive



Parking: Park City High School

EAST SIDE

15 ADA spaces

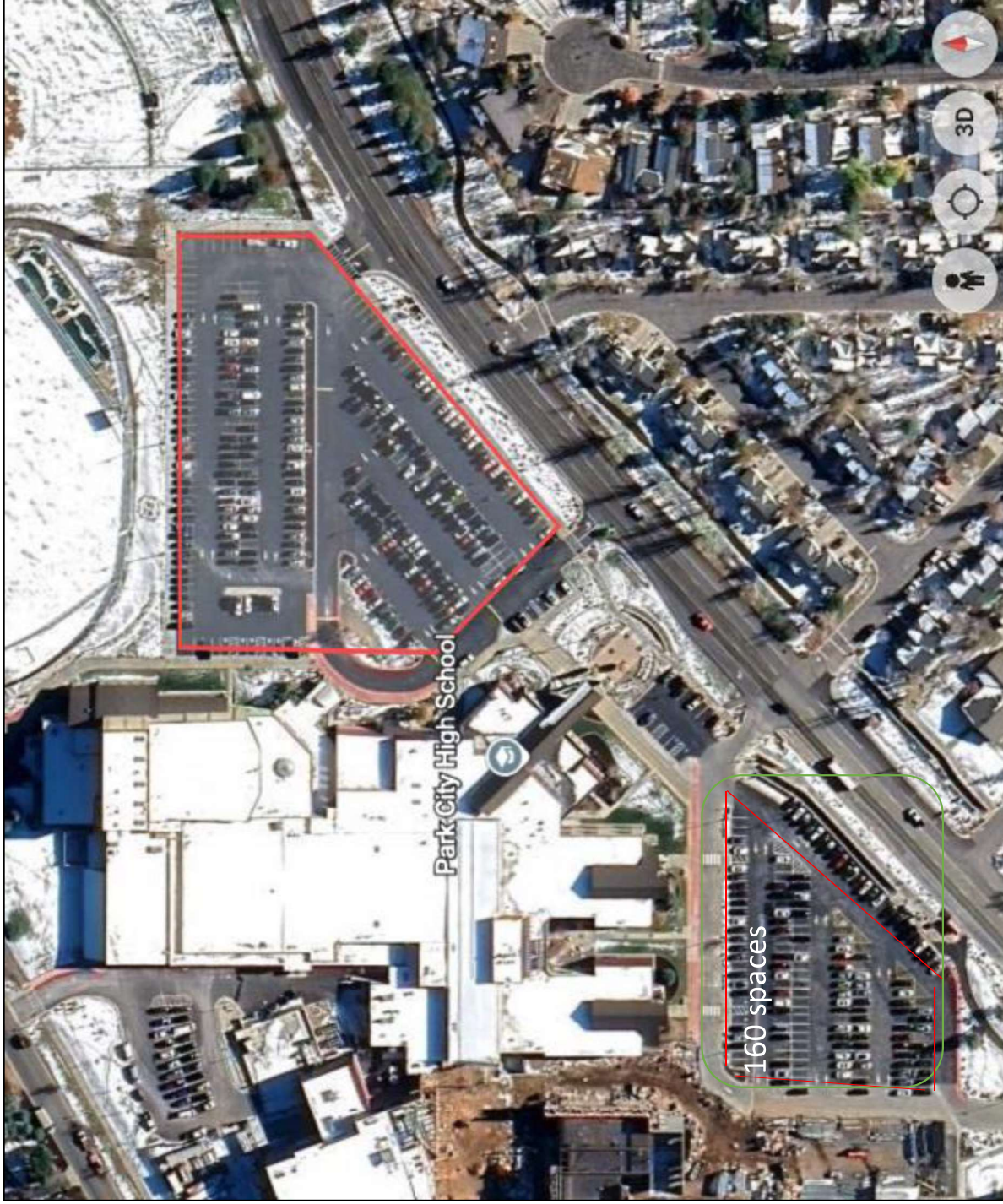
296 spaces

Total: 311 spaces

WEST SIDE

160 spaces

*Saturday use only - confirmed



Park City Song Summit Resident Mitigation Plan

1. Noise Control (Top Priority)

- **Decibel Limits & Monitoring:** We will set strict sound level limits and work with professional sound engineers to ensure compliance. Real-time sound monitoring stations will occur at key points around City Park.
- **Stage & Speaker Placement:** Stages will be positioned strategically to direct sound away from residential areas, using advanced directional speaker technology to minimize sound spillover.
- **Resident Engagement & Feedback:** We will hold a pre-event meeting and invite local residents to discuss noise concerns and share details of our mitigation plan. After the event, we will gather feedback to further improve noise management strategies.

2. Parking & Traffic Management

- **Dedicated Festival Parking:** Use satellite lots outside residential areas with shuttles to the venue.
- **Resident-Only Parking Zones:** Implement temporary permits to prevent festival attendees from parking in neighborhoods.
- **Rideshare & Drop-Off Zones:** Create designated pick-up/drop-off areas to prevent congestion on residential streets.

3. Waste Management & Clean-Up

- **Increased Waste Stations:** More trash, recycling, and compost bins throughout the park and near exits.
- **Volunteer & Staff Clean-Up Crews:** Regular clean-ups during and after the event, including in nearby residential areas.

4. Community Engagement & Transparency

- **Resident-Only Meetings:** Town halls before and after the event to discuss concerns and gather feedback as mentioned above.
- **Ongoing Communication:** Regular updates via email and/or a dedicated webpage with festival logistics and mitigation efforts.

By making noise control our highest priority and implementing data-driven solutions, Park City Song Summit is committed to ensuring a respectful and enjoyable experience for both attendees and the local community.

Park City Song Summit – City Park Preservation & Restoration Plan

At Park City Song Summit, we are deeply committed to preserving and protecting City Park while ensuring a successful and memorable event for the community. We understand the City Council's concerns regarding potential damage to the park, and we are prepared to implement a comprehensive mitigation plan to minimize impact and restore the park to its original condition.

1. Pre-Event Preparation: Prevention & Protection

A. Protective Ground Covering & Infrastructure

- **Turf Protection Mats & Temporary Flooring** – We will install [heavy-duty, breathable ground protection mats](#) in high-traffic areas, including the main stage, food/vendor zones, entry/exit points, bathroom areas and high-density congregation areas. These mats distribute weight evenly, preventing soil compaction and grass damage.
- **Strategic Layout Design** – The festival's footprint will be carefully planned to distribute foot traffic evenly, reducing concentrated wear on any single area.
- **Designated Walkways & Pathways** – We will create controlled pedestrian pathways at entry/exit points using reinforced temporary flooring or woodchip-based walkways in high-traffic areas to prevent uncontrolled trampling.

B. Traffic & Load-In Control Measures

- **Restricted Heavy Vehicle Access** – Heavy Vehicles will be limited in their Load-In/Load-Out paths.
- **Designated Load-In/Load-Out Zones** – Load-in will be managed using a structured schedule, with strict weight restrictions on any equipment that must cross park grounds.
- **Use of Lightweight Equipment** – When possible, we will use modular and lightweight staging, tents, and fencing to reduce stress on the ground.

C. Landscape Preparation

- **Protective Barrier Installation** – Areas most susceptible to wear (e.g., tree roots, delicate landscape areas) will be fenced off to prevent damage.

2. On-Site Event Management: Minimizing Impact in Real-Time

A. Grounds Team & Ongoing Maintenance

- **Production Team Oversight** – A rotating team will monitor turf conditions and ensure that pathways and protective measures remain effective.

B. Sustainable Waste & Environmental Protection

- **Expanded Waste Management Plan** – We will implement a robust recycling and composting program with clearly marked bins to minimize litter and protect the park's ecosystem.
 - Clearly labeled recycling, composting, and landfill bins will be placed throughout the site.
 - "Green Team" volunteers will educate attendees on proper disposal.
- **Sustainable Partnerships** – PCSS is partnering with eco-friendly sustainable sponsors and vendors who share our commitment to sustainability.
 - Our Presenting Partner in 2025 is the largest "green" packaging company in America. They will be providing products for use at the event that will minimize our plastic consumption across event operations.
 - Canned water, reusable water containers

C. Limited Vehicle Access

- Heavy vehicles will be restricted to designated load-in/load-out areas with reinforced ground covering to prevent soil damage.

D. Attendee Flow & Behavior Management

- **Crowd Flow Engineering** –
 - Entrances, exits, and gathering areas will be designed to distribute attendees evenly.
 - Signage and barriers will direct attendees along designated paths.

- **Communication with Attendees –**
 - Digital guides, festival signage, and announcements will remind attendees to respect the park grounds.
 - A “Leave No Trace” initiative will be encouraged through incentives such as prize giveaways for responsible festivalgoers.

3. Post-Event Restoration: Returning City Park to Its Original Condition

A. Immediate Post-Event Cleanup (Within 24 Hours)

- **Full Waste & Debris Collection –**
 - A professional cleanup crew will be deployed immediately after the festival ends.
 - Waste bins and temporary infrastructure will be removed within 24 hours.
- **Initial Turf & Landscaping Inspection –**
 - The City & PCSS will assess impacted areas to determine the level of compaction and wear.

B. Lawn Restoration & Repair

- **Park Restoration** – The festival will partner with Parks & Recreation to implement a recovery plan, including additional watering as needed.

C. City Partnership & Financial Commitment

- **City Park Restoration Fund** – Park City Song Summit is prepared to set aside a restoration budget to cover any necessary repairs beyond normal wear and tear.
- **Post-Event Evaluation with City Officials** – A joint site walkthrough will be conducted with city representatives to ensure all restoration commitments are met.

Conclusion: A Responsible & Sustainable Festival

Park City Song Summit is committed to balancing cultural enrichment with environmental responsibility. Through careful pre-event planning, real-time damage mitigation, and a thorough restoration process, we will ensure that City Park remains a cherished community asset while hosting an incredible festival experience.

We welcome ongoing discussions with city officials and are eager to collaborate on additional measures to protect and restore City Park to the highest standards.

[illegible]

7:30 AM Audio Call
8:00 AM Headline: China
8:30 AM LUNCH
11:30 AM Headline: South
12:00 PM Headline: South
1:00 PM Headline: South
1:30 PM Headline: South
2:00 PM Headline: South
2:30 PM Headline: South
3:00 PM Headline: South
3:30 PM Headline: South
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8:30 PM Headline: South
9:00 PM Headline: South
9:30 PM Headline: South
10:00 PM Headline: South
10:30 PM Headline: South
11:00 PM Headline: South
11:30 AM Audio Video and Lighting Setup Done

Sunday, August 17

8:00 AM LOAD OUT COMMENCES

	City Park	Jim Santy Auditorium	Library Park	Main Street	Foundation
Wednesday 8/13/2025					
6:00					6:00 - 9:00 PM Foundation Fundraiser
6:30					
7:00					
7:30					
8:00					
8:30					
Thursday 8/14/2024					
6:00					
6:30					
7:00					
7:30					
8:00					
8:30					
9:00					
9:30					
10:00					
11:00					
12:00					
8/15/2024 FRIDAY					
8:30			8:30 - 9:30 AM Mindful Morning		
8:45					
9:00			Yoga		
9:15			Meditation/Sound Bath		
9:30					
9:45					
10:00		10:00 - 11:00 AM (STM)			10:00 - 11:00 AM Youth Lab
10:15					
10:30					
10:45					
11:00					
11:15		11:15 - 12:15 PM The Keys of New Orleans			11:15 - 12:15 PM Attend PCSS Lab
11:30					
11:45					
12:00			12:00 - 1:30 PM		
12:15		12:15 - 1:00 PM	12:15 - 1:15		
12:30		LUNCH BREAK			12:15 - 1:00 PM LUNCH BREAK
12:45			Recharge Yoga Breathwork Food Trucks		
1:00		1:00 - 2:00 PM A New Earth Project			Youth Jam Mentorship etc.
1:15					
1:30					
1:45					
2:00					
2:15		2:15 - 3:15 PM Songwriting and Sobriety			
2:30					
2:45					
3:00					
3:15					
3:30		3:30 - 4:30 PM The American Bluegrass Story			
3:45					
4:00					
4:15					
4:30					
4:45					

5:00	5:00 PM Doors					5:00 PM Doors
5:15	Song Summit Stage Open					Foundation Stage
5:30						5:30 - 6:00 PM
5:45						Youth Artists
6:00						6:00 - 6:30 PM
6:15						Youth Artists
6:30	6:30 - 8:00 PM (OPENING BAND)					
6:45						
7:00						
7:15						
7:30						
7:45						
8:00						8:00 - 8:30 PM
8:15						Youth Artists
8:30	8:30 - 10:00 PM (HEADLINER)					
8:45						
9:00						
9:15						
9:30						
9:45						
10:00						
10:15						
10:30						
10:45						
11:00						
11:15						
11:30						
11:45						
12:00						
8/16/2024	City Park	Jim Santy Auditorium	Library Park	Main Street	SSF	
SATURDAY						
8:30			8:30 - 9:30 AM			Adrienne
8:45			Mindful Morning			
9:00			Yoga			
9:15			Meditation/Sound Bath			
9:30						
9:45						
10:00		10:00 - 11:00 AM				10:00 - 11:00 AM
10:15		STM				Kids Attend PCSS Lab
10:30						
10:45						
11:00						
11:15		11:15 - 12:15 PM				11:15 - 12:15 PM
11:30		Femme House Workshop				Educational Impact of Song
11:45						
12:00			12:00 - 1:30 PM			
12:15		12:15 - 1:00 PM	12:15 - 1:15			12:15 - 1:00 PM
12:30		LUNCH BREAK				LUNCH BREAK
12:45			Recharge Yoga			
1:00		1:00 - 2:00 PM	Breathwork			
1:15		OneCommune	Food Trucks			
1:30						
1:45						
2:00						
2:15		2:15 - 3:15 PM				
2:30		TBD				
2:45						
3:00						
3:15						

[illegible]



City Council Staff Report

Subject: Fund Financial Summaries

Author: Jessica Morgan

Department: Budget, Public Utilities, Ice, Recreation & Golf

Date: March 27, 2025

Recommendation

Review and discuss the City's Water and Golf enterprise funds in anticipation of the City Manager's FY26 Recommended Budget (May 1, 2026). Additionally, review and discuss cost recovery policies for the City's Recreation and Ice departments.

Executive Summary

On March 20, 2025, the Council reviewed key budget policies, including baseline revenue distribution for the enterprise funds and existing cost recovery percentages for the Recreation and Ice Departments. An enterprise fund is generally used for services that charge fees to users, like public utilities or transportation services and is expected to be self-sustaining. However, a government can also move enterprise funds back to the general fund for a variety of reasons, including financials, policy, service level, legal or regulatory requirements, and capital needs or debt.

This report gives a financial overview of enterprise funds as well as the General Fund.

Analysis

Water Fund

Park City's Water Fund is funded entirely by water service fees/rates (ratepayers), surplus water leases, and water impact fees collected to offset the costs of new development. To maintain funding for ongoing operations and capital investments, we plan revenue and expense budgets using a multi-year financial model that projects:

- Revenue from water service fees, impact fees, surplus water leases, and other fees;
- Annual water rate increases to keep pace with the cost of service;
- Required Water Fund balances and debt coverage ratios;
- Goal Water Fund balance of 25% of operational expenses per City policy;
- Budgets for operations and capital projects; and
- Changing environmental and regulatory requirements.

An FY24 water rate fee study recommended a 10% increase in FY25 and FY26. After much discussion and a desire to mitigate a large rate increase, an alternative solution was determined:

- Increase all water rates by 4.5% for FY25 with anticipated 4.5% increases for FY26, FY27, and FY28, and approximately 3% per year thereafter;
- Phased 3-year implementation for City accounts (1/3rd FY26, 2/3rd FY27, and full FY28);

- Budget a \$4M Federal grant (likely unfunded due to Congressional uncertainty); and
- A one-time transfer of \$1M from the General Fund into the Water Fund to transition the City's water accounts during the 3-year phasing.

Since the grant has been reduced to \$0, we project a \$1.7M negative balance at the end of FY26. We are deferring capital and maintenance projects and finding operational reductions. The 4.5% increase in water rates for FY26 and along with anticipated 4.5% increases for FY 27 and FY28, helps target a positive balance equal to 25% of annual operating revenue. On a positive note, revenue in FY25 increased more than expected due to higher water usage during a dry summer, which helps offset some of the shortfall.

Water Fund	Budget FY 2025	No Change FY 2026	4.5% Increase FY 2026
Revenue	\$ 31,921,954	\$ 29,120,317	\$ 30,065,317
Operating Expenses	\$ (15,932,615)	\$ (16,513,814)	\$ (16,513,814)
Capital	\$ (23,232,436)	\$ (7,942,350)	\$ (7,942,350)
Debt	\$ (9,388,188)	\$ (9,392,738)	\$ (9,392,738)
Net Income	\$ (16,631,285)	\$ (4,728,585)	\$ (4,728,585)
Ending Balance	\$ 1,768,267	\$ (2,631,238)	\$ (1,686,238)

Water Charges to City-Owned Properties

Council directed a three-year phasing plan (starting in FY26) to begin charging Park City water retail rates for treated water use and untreated (raw) water City accounts. For City properties using raw water, Council favored the lowest cost for "raw" water. It is important to note that this only includes the direct costs of delivering water from Rockport Reservoir. "Raw" accounts include the Golf Course and 5 City irrigation accounts.

Total Municipal Water Charges					
	2025 (Not Billed)	2026 1/3 Payment	2027 2/3 Payment	2028 3/3 Payment	2029 Standard Payment
General Retail	\$ 467,928	\$ 162,995	\$ 340,659	\$ 533,984	\$ 550,003
General "Raw"	\$ 74,102	\$ 25,812	\$ 53,947	\$ 84,562	\$ 87,099
General Fund Total	\$ 542,030	\$ 188,807	\$ 394,607	\$ 618,546	\$ 637,102
Recreation	\$ 74,364	\$ 33,999	\$ 54,138	\$ 84,862	\$ 87,408
Ice	\$ 57,492	\$ 20,026	\$ 41,855	\$ 65,608	\$ 67,576
Transit	\$ 37,410	\$ 13,031	\$ 27,235	\$ 42,691	\$ 43,971
Golf	\$ 260,653	\$ 90,794	\$ 189,760	\$ 297,448	\$ 306,372
Total	\$ 971,948	\$ 346,658	\$ 707,595	\$ 1,109,155	\$ 1,142,429

The table above outlines the three-year phased implementation plan for all departments. Starting in FY 2026, City facilities will cover one-third of that year's total water bill, increasing to two-thirds in FY27 and reaching full payment in FY28. We projected a water rate increase by 4.5% per year from FY25 to FY28, followed by a 3% increase in FY29, which explains why the FY28 payment exceeds the entire bill from FY25. To determine average water usage, we used a three-year average for Golf and Ice, the 2024 water bill

for the General Fund, and specific calculations for Recreation, which will be further detailed in the recreation section below.

At the end of FY25, the General Fund will make a one-time transfer of \$1 million to the Water Fund to cover water usage across all departments. This transfer is intended to support the Water Fund without imposing additional increases in water fees for residents. The one-time payment allows fee-based departments time to adjust their budgets and, if necessary, implement fee adjustments to offset water costs.

The General Fund manages 89 retail water accounts, with approximately 70% allocated to irrigation and 28% to commercial use, in addition to the five raw water accounts mentioned above. While the General Fund will implement a phased-in approach to managing this expense, there are no plans to raise taxes or fees to accommodate the transfer. By 2029, the water fee for the General Fund could be \$791k, which could impose tighter constraints on the General Fund's budget. The estimated cost has increased slightly from previous projections, reflecting the cumulative impact of accounting for all smaller City accounts.

General Fund	FY 2026 1/3 Payment	FY 2027 2/3 Payment	FY 2028 3/3 Payment
Non- Recreation	\$ 188,807	\$ 394,607	\$ 618,546
Recreation (Marc & Ice)	\$ 54,025	\$ 95,993	\$ 150,470
Total	\$ 242,832	\$ 490,600	\$ 769,016

Golf Fund

The Golf Fund receives revenue from greens fees, cart rental, pro-shop sales, golf lessons, and other miscellaneous fees and services. All revenues collected from the Golf Club are used to fund golf course operating and improvement costs. The financial objective for the Golf Fund is to break even after operations and build a fund balance to cover capital expenses. Annual revenues are about \$2.5M/year, and operating costs about \$2.1M. The remainder goes to pay for capital. The current fund balance is \$2.8M, with a plan to draw down to around \$800k over the next five years to pay for Golf's capital plan.

The Golf Course will incur the highest water fees among City facilities due to the large water volume needed. However, the course actively conserves water and uses less than the average golf course. Since the course uses untreated water for greens and fairways, it qualifies for the lower "raw" water rate, while bathrooms and other facilities at the course will be charged at the standard retail rate. In FY 2028, Golf will pay approximately \$297k.

To ensure long-term financial stability, green fees will increase over the next three years. Annual fee adjustments will be based on the additional revenue needed to cover water costs. In Exhibit A, we show two potential options for green fee increases, each option focuses on increasing costs for visitors to varying degrees. Based on Council comments,

we have included a potential season pass in the rate table. The proposed price has 30 rounds as baseline with any additional rounds included at no extra cost. Another rate option shown in the table is a Park City Resident rate for those living in 84060 zip code. This could be implemented alongside the season pass option or replace it based on council direction. We don't have any data with zip code usage to predict revenue impact of introducing lower rate for 84060 residents. The second table in exhibit A presents usage data for both residents and non-residents in recent years. We anticipate a 5% fee increase in FY27 and FY28. The Golf Fund will be prepared to pay the full \$297k estimated water fee in FY28 with these adjustments.

It is important to note that the Golf Fund's current cash balance and the already budgeted capital plan helps prepare for economic downturns, "rainy day" needs, or major purchases.

Golf Fund	Budget FY 2025	Original Projection FY 2026	Option A FY 2026	Option B FY 2026
Revenue	\$ 2,499,376	\$ 2,598,964	\$ 2,736,179	\$ 2,785,014
Operating Expenses	\$ 2,160,690	\$ 2,250,659	\$ 2,250,659	\$ 2,250,659
Water Fees	\$ -	\$ 100,109	\$ 100,109	\$ 100,109
Annual Capital	\$ 287,000	\$ 287,000	\$ 287,000	\$ 287,000
Net Income Rev- (Op Exp+Water Fee+Annual Capital)	\$ 51,686	\$ (38,804)	\$ 98,411	\$ 147,246
One-Time Capital	\$ -	\$ 510,000	\$ 510,000	\$ 510,000
Ending Cash Balance	\$ 3,481,758	\$ 2,932,953	\$ 3,070,168	\$ 3,119,003

We propose to increase fees in the Golf Fund in FY26, however, Council may wish to consider other strategies:

1. Operating budget efficiencies and defer capital projects;
2. Subsidize the Golf Fund from the General Fund; or
3. Absorb Golf Fund into the General Fund.

Ice Department

The Ice Department relies on user fees to cover most operating expenses—capital expenses come out of the City's General Capital Fund. The original Ice Facility construction and its upkeep and maintenance are not paid from user fees. Fees come from rentals, leagues, and sales. Annual expenses are about \$1.4M, while revenues come in around \$1.1M. Before last year, the Ice Department did not have a cost recovery goal. City Council directed that Ice follow Recreation's goal, and a 70% cost recovery goal was initiated last year. It is projected to come in around 81% of cost recovery.

In FY25, the Ice Arena completely restructured its fee model while prioritizing lower prices for residents, shown in Exhibit C. One reason for resulting fee increases was to prepare for phased-in water fees beginning in FY26. The adjustments also aimed to align with market rates and ensure long-term financial sustainability. The revenue generated from these fee increases is expected to exceed \$20,000 to offset FY26 water costs. As a result, the Ice Arena does not anticipate the need for additional fee increases in FY26. The restructuring included raising public skate fees by \$0.50 for residents and \$2.00 for non-

residents with higher fee increases applied to non-residents than residents. The additional FY25 revenue will be used to cover the first year of the new water costs.

Exhibit C outlines fee increases to offset these costs. The plan includes annual \$5 increases in ice rental fees for local clubs and private rentals, along with price increases for drop-in sessions.

Ice Finances	Budget FY 2025	Projection FY 2026
Revenue	\$ 1,142,436	\$ 1,165,285
Water Fee	\$ -	\$ 20,026
Other Expenses	\$ 1,411,827	\$ 1,472,048
Deficit	\$ (269,391)	\$ (306,763)
Cost Recovery	81%	79%
Capital Budget	\$ 1,795,012	\$ 228,500

The Ice Department is not proposing fee increases for FY26, however, Council may wish to consider other strategies to avoid increasing fees in the future:

1. Look for operating budget efficiencies; and
2. Lower cost recovery percentage, leading to increased support from the General Fund.

Recreation Department

The Recreation Department's operating expenses are funded mostly by user fees: camps, classes, clinics, lessons, court fees, etc. Capital expenses are covered by the General Capital Fund of the City including the MARC remodel, aquatics construction, City Park Building, and upkeep and maintenance of these buildings. Recreation used to be an enterprise fund, but the City pulled it back into the General Fund in 2004, because it could not pay for itself. The operations of the Recreation Facility for FY04 were budgeted and accounted for in the General Fund as part of the Library and Recreation department. Around this time, Council gave direction that the Recreation Department maintain a 70% cost recovery.

Budgeting for Recreation's future water fee is particularly complex due to the uncertainty surrounding water usage with the new aquatic center that will be installed this coming spring. Over the past few years, water consumption at the MARC increased due to a series of pipe breaks and leaks in the current leisure pool. Over the last three years, this has resulted in multiple draining and refilling to repair.

Previous water usage data from before the pool leaking issues have been factored into our payment models with 25% increase in FY 2026 to account for unknown construction before completed.

The increased fees implemented in FY25, shown in exhibit B, were made with anticipated water fee payment in FY26, among other contributing factors. Recreation expects to exceed recovery of 70% cost recovery goal in FY26 with 1/3 water payment, meaning no immediate adjustments are needed for fees in FY26. Recreation focused on increasing fees for visitors, and the result was that in FY25 the percentage of visitors has already decreased. MARC will be under construction during FY25 and FY26, rendering amenities unavailable. To reflect this reduced service, rate increases are recommended to defer until FY27, or post-construction completion.

Recreation Finances	Budget FY 2025	Projection FY 2026
Revenue	\$ 3,214,213	\$ 3,278,498
Water Fee	\$ -	\$ 57,831
Other Expenses	\$ 4,441,227	\$ 4,526,743
Deficit	\$ (1,227,014)	\$ (1,306,076)
Cost Recovery	72.4%	71.5%
Capital Budget	\$ 27,312,243	\$ 945,000

The Recreation Department is not proposing fee increases for FY26, however, Council may wish to consider other strategies to not have to increase fees in the future:

1. Look for operating budget efficiencies; and
2. Lower cost recovery percentage....

Exhibits

Exhibit A: Golf FY26 Fee Increases, and Usage Rounds Table

Exhibit B: Recreation FY25 Fee Changes

Exhibit C: Ice FY 26 Fee Changes and FY 2027 & 2028 Fee Increases Plan

Exhibit A: Golf FY26 Fee Increases, and Usage Rounds Table

Park City Golf Club Rates

18 Hole fees

	Current	Proposed Rates Option A	Proposed Rates Option B
Resident Off-Season	\$36	\$36	\$36
Non Resident Off-Season	\$40	\$45	\$50
Resident	\$45	\$50	\$50
PC Resident Rate (84060)			\$45
Utah Resident	\$60	\$65	\$65
Non-Resident	\$70	\$80	\$90
Lodging/ Advance Booking	\$110	\$120	\$125
Resident Punch Pass 84060	\$400	\$400	\$400
Sr Resident Punch Pass	\$400	\$450	\$450
Sr Punch Pass Non-Res	\$500	\$600	\$600
* Season Pass (30 rounds)	\$1,350	\$1,500	\$1,500
* Corporate Season Pass	\$3,400	\$3,600	\$3,600
Jr Season Pass	\$425	\$425	\$425
Season Cart Pass	\$450	\$600	\$600
Employee Punch Pass	\$225	\$250	\$225
Employee Family Punch Pass	\$360	\$400	\$360
Pre-Twilight	\$18	\$18	\$18
Twilight	\$12	\$13	\$13
Cart Fee 9 holes	\$10	\$10	\$10
Cart Fee 18 Holes	\$20	\$20	\$20
Pull Cart 9 Holes	\$3	\$4	\$4
Pull Cart 18 Holes	\$5	\$7	\$7
Range Small Bucket	\$5	\$6	\$6
Range Large Bucket	\$10	\$12	\$12
Rental Clubs	\$60	\$70	\$70

* Season Passes do not include carts

9 Hole Green fees are 50% of 18 hole Green Fees

Park City Golf Club Rates

Projected Revenues

	#	2024	Option A	Option B
Resident Off-Season	5,050	\$181,800	\$181,800	\$181,800
Non Resident Off-Season	2,124	\$84,960	\$95,580	\$106,200
Resident	9,802	\$441,090	\$490,100	\$490,100
PC Resident Rate (84060)	unknown			
Utah Resident	2,863	\$171,780	\$186,095	\$186,095
Non-Resident	3,466	\$242,620	\$277,280	\$311,940
Lodging/Advance Booking	1,025	\$112,750	\$123,000	\$128,125
Resident Punch Pass	43	\$17,200	\$17,200	\$17,200
Sr Resident Punch Pass	123	\$49,200	\$55,300	\$55,300
Sr Punch Pass Non-Res	11	\$5,500	\$6,600	\$6,600
* Season Pass (30 rounds)	16	\$21,600	\$24,000	\$24,000
* Corporate Season Pass	5	\$17,000	\$18,000	\$18,000
Jr Season Pass	30	\$12,750	\$12,750	\$12,750
Season Cart Pass	3	\$1,350	\$1,800	\$1,800
Employee Punch Pass	50	\$11,250	\$12,500	\$11,250
Employee Family Punch Pass	8	\$2,880	\$3,200	\$2,880
Pre-Twilight	1,931	\$34,758	\$34,758	\$34,758
Twilight	3,588	\$43,056	\$46,644	\$46,644
Cart Fee 9 holes	9,040	\$90,400	\$90,400	\$90,400
Cart Fee 18 Holes	15,000	\$300,000	\$300,000	\$300,000
Pull Cart 9 Holes	341	\$1,023	\$1,364	\$1,364
Pull Cart 18 Holes	934	\$4,670	\$6,538	\$6,538
Range Small Bucket	5,537	\$27,685	\$33,222	\$33,222
Range Large Bucket	5,635	\$56,350	\$67,620	\$67,620
Rental Clubs	1,588	\$95,280	\$111,160	\$111,160
Totals based upon 2024 actuals		\$2,026,952	\$2,196,911	\$2,245,746

Yearly Rounds % by Start

Total % by User Type Per Start

	2019		2020		2021		2022		2023		2024	
Resident*	76%	27,294	85%	41,789	78%	33,929	77%	33,897	73%	31,556	75%	33,536
Non Resident	8%	3,106	7%	3,883	11%	4,834	12%	5,076	15%	6,741	16%	7,206
Utah Resident	6%	2,459	6%	3,359	6%	2,686	6%	2,626	5%	2,560	7%	3,036
Lodging	10%	3,706	2%	937	5%	2,264	5%	2,021	5%	2,338	2%	1,025
Total Starts		36,565		49,968		43,713		43,620		43,195		44,803

Start is defined as 1 player = 1 start no matter 9 or 18 holes

* Resident includes Jr, Twilight, Season Pass, Punch Pass, and Comp rounds-rounds after 3:00 all fall under the Resident fee type

	2019		2020		2021		2022		2023		2024	
Punch Pass**	6%	1,649	6%	2,287	7%	2,075	6%	2,228	7%	2,413	9%	3,137

** Starting in 2024, Punch passes became available to 84060 Residents of any age versus just SRPunch Passes (65 over)

Utah Golf Course Rates

18 Holes W/ Cart

	Resident	Utah Resident	Non-Resident	Additional Notes
Park City Golf Club	\$65	\$80	\$90	
Wasatch Mtn State Park		\$67	\$85	(implemented non-res rate in 2024)
Soldier Hollow		\$67	\$85	(implemented non-res rate in 2024)
Canyons		\$90	\$125	
Homestead		\$65		
Mountain Dell		\$66		
Bonneville		\$66		
Glenmoor		\$70		
Old Mill		\$64		(plus a \$2 facility improvement fee)
Mountain View		\$56		(plus a \$2 facility improvement fee)
South Mountain		\$60		(plus a \$2 facility improvement fee)
Bountiful Ridge		\$62		
Hobble Creek		\$62		(plus tax)
Glendale		\$60		

Exhibit B: Recreation FY25 Fee Changes

Facility Fees				
Daily Drop-in	FY24 Resident	FY24 Non-Resident	FY 25 Fee	FY 25 Non-Res Fee
Toddlers 2 & Under	Free	Free		
Youth (3-17)	\$3.00	\$6.00	\$5.00	\$10.00
Adult	\$9.00	\$15.00	\$10.00	\$20.00
Senior 65+ & Military	\$8.00	\$10.00	\$9.00	\$18.00
Punch Passes	FY24 Resident	FY24 Non-Resident	FY 25 Fee	FY 25 Non-Res Fee
Youth (3-17) 10 Punch	\$28.00	\$40.00	\$35.00	\$70.00
Adult 10 Punch	\$80.00	\$100.00	\$90.00	\$180.00
Senior & Military 10 Punch	\$70.00	\$80.00	\$80.00	\$160.00
Individual Facility Pass	FY24 Resident	Class Add on	FY24 Non-Resident	FY 25 Resident
1 Month	\$50.00	\$25.00	Didn't Have One	\$55.00
3 Month	\$135.00	\$67.00	Don't Offer	\$150.00
6 Month	\$245.00	\$121.00	Don't Offer	\$270.00
12 Month	\$440.00	\$219.00	Don't Offer	\$492.00
Senior 65+ & Military	FY24 Resident	Class Add on	FY 25 Resident	Class Add on
1 Month	\$40.00	\$25.00	\$50.00	\$30.00
3 Month	\$112.00	\$67.00	\$135.00	\$82.00
6 Month	\$205.00	\$121.00	\$248.00	\$151.00
12 Month	\$375.00	\$219.00	\$453.00	\$279.00

Exhibit C: Ice FY 25 Fee changes and FY 2027 & 2028 Fee Increases Plan

Drop-In Programs	Previous	FY 2025
Public Skate- Resident	\$ 6.50	\$ 7.00
Public Skate- Non-Resident	\$ 12.00	\$ 14.00
Drop-In LTS Class - Resident	\$ 15.00	\$ 20.00
Drop-In LTS Class - Non-Resident	\$ 15.00	\$ 25.00
Sharpening		
Hockey Skate Sharpening	\$ 9.50	\$ 10.00
Figure Skate Sharpening	\$ 11.00	\$ 12.00
Ice Rental		
Local, Tax-Exempt	\$ 210.00	\$ 220.00
Local , Not-for-Profit	\$ 235.00	\$ 245.00
Non-Resident,Not-for-Profit	\$ 275.00	\$ 300.00
Camp (local access,not rink run)	\$ 310.00	\$ 320.00
For-Profit	\$ 450.00	\$ 465.00

	Fee Increase	Revenue
FY 26		
Fee Increases FY25		\$ 20,000
FY 27		
Local Club	\$ 5.0	\$ 6,936
Private Rental	\$ 5.0	\$ 10,919
Drop-In Hockey S&P &FS	\$ 0.5	\$ 10,093
FY 26 & 27		\$ 47,948
FY 28		
Local Club	\$ 5.0	\$ 6,936
Private Rental	\$ 5.0	\$ 10,000
FY 26, 27 & 28		\$ 64,884



City Council Staff Report

Subject: Single Family Residential Water Rates

Author: Clint McAfee

Department: Public Utilities

Date: March 27, 2025

Recommendation

Pursuant to a City Council request on June 6, 2024, the Public Utilities Team worked with the City Council Water Liaisons to reconsider the existing structure and strategy behind our Single Family Residential water rates.

Executive Summary

Several staff reports and the associated public hearings are linked below and contain detailed information on the process that resulted in significant changes to non-Single Family Residential customers in FY24:

- [April 7, 2022](#) (new business, p. 290)
- [July 28, 2022](#) (discussion items, p. 11)
- [February 16, 2023](#) (work session, p. 27)
- [April 4, 2023](#) (old business, p. 319)
- [May 11, 2023](#) (old business, p. 217)

More recently, multiple Council discussions have occurred about the potential to consider Single-Family adjustments, linked below:

- [February 1, 2024](#) (work session, p.3)
- [April 4, 2024](#) (communications and disclosures from council and staff, p. 17)
- [May 23, 2024](#) (old business, p. 118)
- [June 6, 2024](#) (work session, p. 12)

After hearing options presented on June 6th, the City Council directed us within the FY25 Budget to:

- Increase all water rates by 4.5% for FY25 with anticipated 4.5% increases for FY26, FY27, and FY28, and approximately 3% per year thereafter;
- Phased 3-year implementation for onboarding City accounts, 1/3rd in FY26, 2/3rd in FY27, and full in FY28;
- Budget a \$4M Federal grant (likely unfunded due to Congressional uncertainty); and
- A one-time transfer of \$1M from the General Fund into the Water Fund in FY25 to support the City's water accounts during the 3-year implementation plan for City water accounts.

The Council also requested a policy discussion on Single-Family Residential (SFR) Water rates due to 1) inconsistency between SFR and non-SFR water rate structures; and 2) high conservation pricing for high water use, especially for larger properties.

Specifically, Commercial, Multi-Family, and Irrigation rates (non-SFR) include multiple billing rates for customers to choose from to accommodate a wide variety of property types, uses, and water demands. By contrast, the SFR rate only includes one billing rate to accommodate a single property type that includes indoor water use in a single-family dwelling and outdoor water use for irrigation, despite a variety of property sizes and demand.

The focus of this report is to facilitate a discussion on alternatives. Working with the Public Utilities Council Liaisons, we aimed to:

1. Provide more economical rate options while continuing to incentivize efficient consumption and penalize high water use;
2. Remain consistent, when possible, with the approach across Commercial, Residential, Multifamily, and Irrigation; and
3. Capture more revenue from non-primary properties that still impact our infrastructure, operations, and maintenance despite their seasonal use patterns.

Analysis

Park City Water Rates

Park City's water rates have two main parts: a monthly base rate and a tiered consumption rate.

The monthly base rate is initially determined by the meter size and is charged even if no water is used. The base rate generates revenue from all connected customers, including part time or seasonal properties, to ensure the water system is ready to provide water for normal use and fire protection, 365 days a year. Base rate revenue also provides a predictable revenue stream to support ongoing operations, maintenance, and replacement of water infrastructure.

Consumption rates are charged based on the amount of water used. Tiered consumption rates effectuate water conservation by charging more for water as consumption increases. Tiered rates also offset the higher incremental cost associated with additional infrastructure required to support peak outdoor water use during the summer.

The combination of a base rate and its' associated tiered consumption rate is called a billing rate. Billing rates associated with larger non-SFR meters are designed for higher water use, i.e. have a higher base rate and more volume per tier, compared to smaller meters.

Exhibit A is a summary of current Park City water rates for all customer classes.

Non-SFR Water Rates

Commercial, Multi-Family, and Irrigation water rates are designed with multiple billing rates to accommodate a wide variety of property types, uses, and water demands.

Non-SFR customers are initially placed in billing rates based on their actual meter size but, upon request, can change to a different billing rate based on their water needs. This option accommodates changing uses of properties over time and accounts for differences in the required meter size for fire flow vs normal everyday water use.

For example, a large hotel can use 1,000,000 gallons per month while an office building can use as little as a few thousand gallons per month, even though they are both Commercial customers with four-inch water meters. The office building's meter is sized for fire flow but requires a much smaller meter for everyday use, so they are paying a high base rate, and are not exposed to conservation pricing associated with a smaller meter's billing rate.

In 2023, [Park City Code § 13-1-1](#) was modified to allow non-SFR customers to change billing rates upon request, subject to a limit of one request per 12 months. Prior to the 2023 code change, customers had to either prove that their meter was oversized for fire flow or physically change out their meter to change their billing rate. SFR can still change base rates, but customers are burdened with the same requirements that non-SFR customers had before 2023 and only have one consumption tier to choose from.

The benefit of being able to choose a non-SFR billing rate to meet different water needs was amplified after considerable changes to the non-SFR rates were adopted in 2023, which modified consumption tiers to enhance conservation pricing. The 2023 changes increased cost for customers with high water use compared to their meter size, and the ability to change billing rates mitigated some of the potential for dramatic increases.

SFR Water Rates

The current SFR water rate structure is designed with a single billing rate that accommodates indoor water use in a single-family dwelling and summer outdoor water use for irrigation. Average year-round indoor use is about 5,000 gallons per month and is consistent and predictable. The amount of water used during the summer months for outdoor irrigation varies greatly and is primarily driven by lot/landscaping type and size. Other factors influencing the amount of outdoor use are irrigation system efficiency, customer input, and weather.

Current SFR pricing tiers are designed to provide water for year-round indoor use at the lowest priced first tier, and to discourage high outdoor water use by increasing the price of water as water use increases. This tiered structure has been in place since at least 2002 and was enhanced in 2016 ([June 2, 2016](#), work session, p. 140) and again in 2023 to increase the pricing signal discouraging high outdoor water use.

Since there is only one rate option, SFR customers do not have a similar choice of rate options, and low water users pay less than high water users paying top tier prices during the summer months.

There are three different base rates for SFR customers, depending on their meter size, resulting in inconsistent costs within the SFR customer class. For example, a family living in a large house with no irrigation and a 1.5-inch water meter would pay \$416.28 more per year than a family living in small house with no irrigation and a $\frac{3}{4}$ -inch meter even though the water use is the same, due to their meter size. Exhibit A shows current SFR rates.

In summary:

1. Our current code allows Commercial, Multifamily, and Irrigation customers to choose a billing rate virtually, based on their unique water needs, which then drives the consumption cost curve. SFR customers do not have the ability to optimize costs. Instead, there is only one SFR billing rate designed to provide lower cost, year-round water for indoor use, and to increase the price of water as water use increases for outdoor irrigation;
2. Some older larger properties have landscaping that was installed when water rates were significantly cheaper, and conservation pricing was far less aggressive. While many of these ratepayers responded to the pricing signals and converted to more water efficient landscaping, the one-size-fits-all approach to penalizing consumption penalizes ratepayers with less efficient landscaping without providing them with the same “choice” as non-SFR ratepayers; and
3. We receive about 55% of our annual revenue from consumption fees, and about 45% from base fees. The higher percentage from consumption fees is a result of customers receiving strong pricing feedback as more water is used, primarily during summer irrigation months, and offsets the cost of additional infrastructure required to provide water during the summer. However, unoccupied homes are often only exposed to base fees, which do not offset the impact they have on our infrastructure, operations, and maintenance.

Alternative 1

Alternative 1 consists of three SFR plans based on different lot sizes as shown in the table below, and customers would be assigned a plan corresponding to their lot size. While this option does not provide customers with the option to move to another plan like non SFR customers, customers would be placed in their most cost-effective plan that matches their potential outdoor irrigation needs based on their lot size.

Rate Plan	Lot Size (acres)	Percent of SFR Customers	Percentile Historical Summer Use (1,000 gallons per month)		
			50th	75th	90th
Small	0 - 0.25	59%	8	15	22
Medium	0.25 - 0.75	32%	23	34	46
Large	> 0.75	9%	30	49	85

Historical summer water usage for each lot size range shown in the table above was used as a guideline to set the volume for each consumption tier with the goal of decreasing annual costs for all customers using less than the 90th percentile volume per month during the summer. Additionally, the tiers in each plan are designed according to the outline below.

- Tier 1 – indoor, year-round use
- Tier 2 – outdoor use with minimal conservation pricing
- Tier 3 – outdoor use with mild conservation pricing
- Tier 4 – outdoor use with extreme conservation pricing

Alternative 1 differs from our existing SFR rate structure by increasing the volume of water provided in tiers 2 and 3 as lot size increases vs a one size fits all structure that gradually increases price as usage increases regardless of lot size. Additionally, modifications differ from past rate structure modifications which achieved revenue neutrality by increasing costs to above average users to offset savings to below average water users.

Alternative 1 would reduce annual revenue by about \$1M compared to the existing rate structure which would need to be offset with expense reductions and/or an alternative revenue source.

As stated in the February 16, 2023 staff report (link above), one of the goals from the FY 2024 water rate update was to ensure fee revenue from each customer class and meter rate are to be proportional to the total water consumption of the same customer class and meter rate. A \$1M reduction in SFR revenue would upset this balance, and may result in the SFR customer class paying less proportional to their water use than other classes.

Exhibits B, C, and D show Alternative 1.

Alternative 2

Alternative 2 is the same as Alternative 1 but with larger base rates for Medium and Large Properties, and a lower priced tier 4 for all lot sizes. Under this proposed Alternative, customers could move to a smaller plan if they choose. For example, a one-acre hill side lot with minimal irrigated landscaping may want to move from a Large plan to a Small plan to reduce their base rate. Customers would not be allowed to

move up to a larger plan as doing so would give them access to high volume tiers than their property needs.

Similar to Alternative 1, most customers using less than the 90th percentile of summer water use would either initially see a decrease in their water cost, or could elect to move to a smaller plan and see a decrease.

Alternative 2 is revenue neutral compared to the existing rate structure.

Exhibits E, F, and G show Alternative 2.

Additional Revenue Option

The current SFR base rate does not include any “given” water, and as a result, customers with no water use only pay the base rate. The base rate could be increased to include some basic volume of water, which is not uncommon in other water systems.

For example, in Alternative 1, the \$72 base rate includes the cost of the first 2,000 gallons (\$14) plus the base rate (\$58). In this example, customers wouldn’t be charged additional consumption fees until they used over 2,000 gallons. Adding 2,000 gallons to the base fee would generate about \$200k in additional revenue.

Adding a volume allowance in the base rate could be done with the current rate structure or either Alternative.

Exhibits

- Exhibit A – All Current Park City Water Rates
- Exhibit B – Alternative 1 Single Family Residential Rates
- Exhibit C – Alternative 1 Customer Impacts
- Exhibit D – Alternative 1 and existing cost per 1,000 gallons
- Exhibit E – Alternative 2 Single Family Residential Rates
- Exhibit F – Alternative 2 Customer Impacts
- Exhibit G – Alternative 2 and existing cost per 1,000 gallons

Exhibit A - FY 2025 Water Rates

Bold = annual average consumption

			Monthly price tiers per 1,000 gallons																				
Billing Rate	Base Fee		0 - 5	6 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 70	71 - 90	91 - 110	111 - 130	131 - 150	151 - 200	201 - 400	401 - 600	601 - 800	801 - 1,000	1,001 - 1,200	1,201 - 1,400	1,401 - 1,600	1,601 - 1,800	above 1,801
Single Family Residential	0.75 inch	\$58	\$7.19	\$9.49	\$12.26	\$17.28	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	1 inch	\$78																					
	1.5+ inch	\$92																					
Commercial	0.75 inch	\$90	\$9.49	\$12.26	\$17.28	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	1 inch	\$152	\$9.49	\$9.49	\$12.26	\$12.26	\$17.28	\$17.28	\$17.28	\$17.28	\$24.14	\$24.14	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	1.5 inch	\$325	\$9.49	\$9.49	\$9.49	\$9.49	\$12.26	\$12.26	\$17.28	\$17.28	\$17.28	\$17.28	\$24.14	\$24.14	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	2 inch	\$679	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$12.26	\$12.26	\$17.28	\$17.28	\$17.28	\$24.14	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	3 inch	\$1,766	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$12.26	\$17.28	\$24.14	\$24.14	\$24.14	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	4 inch	\$3,207	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$12.26	\$12.26	\$17.28	\$17.28	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	6 inch	\$6,045	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$9.49	\$12.26	\$12.26	\$12.26	\$12.26	\$17.28	\$17.28	\$17.28	\$24.14	\$36.21
Multi-Family	0.75 inch	\$75	\$7.19	\$9.49	\$12.26	\$17.28	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	1 inch	\$127	\$7.19	\$7.19	\$9.49	\$12.26	\$17.28	\$24.14	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	1.5 inch	\$271	\$7.19	\$7.19	\$7.19	\$9.49	\$12.26	\$12.26	\$17.28	\$17.28	\$24.14	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	2 inch	\$566	\$7.19	\$7.19	\$7.19	\$7.19	\$9.49	\$9.49	\$12.26	\$12.26	\$17.28	\$17.28	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	3 inch	\$1,472	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$9.49	\$9.49	\$9.49	\$9.49	\$12.26	\$12.26	\$17.28	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	4 inch	\$2,672	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$9.49	\$12.26	\$17.28	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	6 inch	\$5,038	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$7.19	\$9.49	\$12.26	\$17.28	\$17.28	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
Irrigation	0.75 inch	\$166	\$12.26	\$12.26	\$17.28	\$17.28	\$24.14	\$24.14	\$24.14	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	1 inch	\$367	\$12.26	\$12.26	\$12.26	\$12.26	\$17.28	\$17.28	\$17.28	\$17.28	\$24.14	\$24.14	\$24.14	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21
	1.5+ inch	\$923	\$12.26	\$12.26	\$12.26	\$12.26	\$12.26	\$12.26	\$12.26	\$12.26	\$12.26	\$12.26	\$17.28	\$17.28	\$24.14	\$24.14	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21	\$36.21

Exhibit B - Current Rates and Alternative 1

Current FY2025 SFR Rates			
Meter Size	3/4"	1"	1.5" & 2"
Base Rates	\$57.73	\$77.93	\$92.42
Volumetric Tier Definitions (Price per Thousand Gallon)			
Tier 1	0 - 5		
\$7.19			
Tier 2	5 - 10		
\$9.49			
Tier 3	10 - 20		
\$12.26			
Tier 4	20 - 30		
\$17.28			
Tier 5	30 - 40		
\$24.14			
Tier 6	> 40		
\$36.21			

Alternative 1 – single base rate			
	Small 0 – 0.25 acre	Medium 0.25 - 0.75 acre	Large 0.75+ acre
Base Rate*	\$72.00	\$72.00	\$72.00
Volumetric Tier Definitions (Price per Thousand Gallon)			
Tier 1	3 - 5	3 - 5	3 - 5
\$7.00			
Tier 2	5 - 15	5 - 30	5 - 40
\$10.00			
Tier 3	15 - 20	30 - 45	40 - 60
\$20.00			
Tier 4	> 20	> 45	> 60
\$75.00			

*Base Rate includes 2,000 gallons usage

Exhibit C
Alternative 1 - Single Base Rate

Percent Users Exceeding Summer Water Use	Summer water use (gallons per month)	Existing 0.75" moving to:			Existing 1" moving to:			Existing 1.5" & 2" moving to:		
		Small	Medium	Large	Small	Medium	Large	Small	Medium	Large
70%	2,000	-4%	-4%	-4%	-25%	-25%	-25%	-35%	-35%	-35%
50%	5,000	-5%	-5%	-5%	-22%	-22%	-22%	-31%	-31%	-31%
38%	10,000	-4%	-4%	-4%	-20%	-20%	-28%	-28%	-28%	-28%
31%	15,000	-6%	-6%	-6%	-19%	-19%	-27%	-27%	-27%	-27%
24%	20,000	-2%	-8%	-8%	-15%	-20%	-26%	-22%	-26%	-26%
18%	25,000	29%	-12%	-12%	14%	-22%	-27%	6%	-27%	-27%
13%	30,000	62%	-16%	-16%	46%	-24%	-29%	37%	-29%	-29%
7%	40,000	148%	-19%	-26%	129%	-25%	-35%	118%	-29%	-35%
3%	60,000	112%	1%	-36%	102%	-3%	-41%	96%	-6%	-41%
1.4%	80,000	107%	143%	-13%	101%	136%	-17%	97%	131%	-17%
0.8%	100,000	105%	49%	14%	100%	45%	10%	97%	43%	10%
Approximate number of customers moving		1,674	525	82	575	498	95	476	440	262

Percent Users Exceeding Summer Water Use	Summer water use (gallons per month)	Existing 0.75" moving to:			Existing 1" moving to:			Existing 1.5" & 2" moving to:		
		Small	Medium	Large	Small	Medium	Large	Small	Medium	Large
70%	2,000	-\$40	-\$40	-\$40	-\$292	-\$292	-\$292	-\$475	-\$475	-\$475
50%	5,000	-\$59	-\$59	-\$59	-\$312	-\$312	-\$312	-\$494	-\$494	-\$494
38%	10,000	-\$57	-\$57	-\$57	-\$311	-\$311	-\$311	-\$493	-\$493	-\$493
31%	15,000	-\$92	-\$92	-\$92	-\$345	-\$345	-\$345	-\$527	-\$527	-\$527
24%	20,000	-\$41	-\$141	-\$141	-\$295	-\$395	-\$395	-\$476	-\$576	-\$576
18%	25,000	\$582	-\$243	-\$243	\$329	-\$496	-\$496	\$147	-\$678	-\$678
13%	30,000	\$1,454	-\$371	-\$371	\$1,201	-\$624	-\$624	\$1,019	-\$806	-\$806
7%	40,000	\$4,604	-\$596	-\$796	\$4,350	-\$850	-\$1,050	\$4,169	-\$1,031	-\$1,231
3%	60,000	\$6,157	\$57	-\$1,993	\$5,904	-\$196	-\$2,246	\$5,722	-\$378	-\$2,428
1.4%	80,000	\$8,759	\$11,659	-\$1,041	\$8,505	\$11,405	-\$1,295	\$8,324	\$11,224	-\$1,476
0.8%	100,000	\$11,360	\$5,260	\$1,560	\$11,107	\$5,007	\$1,307	\$10,925	\$4,825	\$1,125
Approximate number of customers moving		1,674	525	82	575	498	95	476	440	262

Exhibit D
Alternative 1 - Single Base Rate

Percent Users Exceeding Summer Water Use	Summer water use (gallons per month)	Annual Cost Per 1,000 Gallons					
		Alternative			Existing		
		Small	Medium	Large	0.75"	1"	1.5"+
70%	2,000	\$36	\$36	\$36	\$38	\$48	\$56
50%	5,000	\$19	\$19	\$19	\$20	\$24	\$27
38%	10,000	\$17	\$17	\$17	\$18	\$21	\$23
31%	15,000	\$16	\$16	\$16	\$17	\$19	\$21
24%	20,000	\$16	\$15	\$15	\$16	\$18	\$20
18%	25,000	\$21	\$14	\$14	\$16	\$18	\$19
13%	30,000	\$26	\$14	\$14	\$16	\$18	\$19
7%	40,000	\$43	\$14	\$13	\$17	\$19	\$20
3%	60,000	\$47	\$22	\$14	\$22	\$23	\$24
1.4%	80,000	\$53	\$62	\$22	\$25	\$26	\$27
0.8%	100,000	\$57	\$41	\$32	\$28	\$28	\$29

Exhibit E - Current Rates and Alternative

Current FY2025 SFR Rates			
Meter Size	3/4"	1"	1.5" & 2"
Base Rates	\$57.73	\$77.93	\$92.42
Volumetric Tier Definitions (Price per Thousand Gallon)			
Tier 1	0 - 5		
\$7.19			
Tier 2	5 - 10		
\$9.49			
Tier 3	10 - 20		
\$12.26			
Tier 4	20 - 30		
\$17.28			
Tier 5	30 - 40		
\$24.14			
Tier 6	> 40		
\$36.21			

Alternative 2 – different base rates			
	Small 0 – 0.25 acre	Medium 0.25 - 0.75 acre	Large 0.75+ acre
Base Rate*	\$73.00	\$104.00	\$124.00
Volumetric Tier Definitions (Price per Thousand Gallon)			
Tier 1	3 - 5	3 - 5	3 - 5
\$7.00			
Tier 2	5 - 15	5 - 30	5 - 40
\$10.00			
Tier 3	15 - 20	30 - 45	40 - 60
\$20.00			
Tier 4	> 20	> 45	> 60
\$65.00			

*Base Rate includes 2,000 gallons usage

Exhibit F

Alternative 2 - Different Base Rates

Percent Users Exceeding Summer Water Use	Summer water use (gallons per month)	Existing 0.75" moving to:			Existing 1" moving to:			Existing 1.5" & 2" moving to:		
		Small	Medium	Large	Small	Medium	Large	Small	Medium	Large
70%	2,000	-3%	38%	65%	-24%	8%	29%	-35%	-7%	11%
50%	5,000	-4%	28%	48%	-21%	5%	22%	-30%	-7%	8%
38%	10,000	-3%	25%	43%	-19%	5%	7%	-27%	-6%	7%
31%	15,000	-5%	19%	35%	-19%	2%	5%	-26%	-7%	5%
24%	20,000	-2%	14%	27%	-14%	-1%	2%	-21%	-9%	2%
18%	25,000	24%	7%	19%	11%	-5%	-2%	2%	-12%	-2%
13%	30,000	52%	1%	11%	37%	-9%	-7%	28%	-15%	-7%
7%	40,000	87%	-7%	-6%	73%	-14%	-17%	64%	-18%	-17%
3%	60,000	88%	3%	-25%	80%	-2%	-30%	75%	-5%	-30%
1.4%	80,000	83%	25%	-10%	77%	21%	-15%	74%	19%	-15%
0.8%	100,000	80%	36%	10%	76%	33%	6%	73%	31%	6%
Approximate number of customers moving		1,674	525	82	575	498	95	476	440	262

Percent Users Exceeding Summer Water Use	Summer water use (gallons per month)	Existing 0.75" moving to:			Existing 1" moving to:			Existing 1.5" & 2" moving to:		
		Small	Medium	Large	Small	Medium	Large	Small	Medium	Large
70%	2,000	-\$28	\$344	\$584	-\$280	\$92	\$332	-\$463	-\$91	\$149
50%	5,000	-\$47	\$325	\$565	-\$300	\$72	\$312	-\$482	-\$110	\$130
38%	10,000	-\$45	\$327	\$567	-\$299	\$73	\$313	-\$481	-\$109	\$131
31%	15,000	-\$80	\$292	\$532	-\$333	\$39	\$279	-\$515	-\$143	\$97
24%	20,000	-\$29	\$243	\$483	-\$283	-\$11	\$229	-\$464	-\$192	\$48
18%	25,000	\$494	\$141	\$381	\$241	-\$112	\$128	\$59	-\$294	-\$54
13%	30,000	\$1,216	\$13	\$253	\$963	-\$240	\$0	\$781	-\$422	-\$182
7%	40,000	\$2,716	-\$212	-\$172	\$2,462	-\$466	-\$426	\$2,281	-\$647	-\$607
3%	60,000	\$4,869	\$141	-\$1,369	\$4,616	-\$112	-\$1,622	\$4,434	-\$294	-\$1,804
1.4%	80,000	\$6,771	\$2,043	-\$817	\$6,517	\$1,789	-\$1,071	\$6,336	\$1,608	-\$1,252
0.8%	100,000	\$8,672	\$3,944	\$1,084	\$8,419	\$3,691	\$831	\$8,237	\$3,509	\$649
Approximate number of customers moving		1,674	525	82	575	498	95	476	440	262

Exhibit G
Alternative 2 - Different Base Rates

Percent Users Exceeding Summer Water Use	Summer water use (gallons per month)	Annual Cost Per 1,000 Gallons					
		Alternative			Existing		
		Small	Medium	Large	0.75"	1"	1.5"+
70%	2,000	\$37	\$52	\$62	\$38	\$48	\$56
50%	5,000	\$19	\$25	\$29	\$20	\$24	\$27
38%	10,000	\$17	\$22	\$25	\$18	\$21	\$23
31%	15,000	\$16	\$20	\$22	\$17	\$19	\$21
24%	20,000	\$16	\$18	\$20	\$16	\$18	\$20
18%	25,000	\$20	\$17	\$19	\$16	\$18	\$19
13%	30,000	\$25	\$16	\$18	\$16	\$18	\$19
7%	40,000	\$32	\$16	\$16	\$17	\$19	\$20
3%	60,000	\$42	\$23	\$17	\$22	\$23	\$24
1.4%	80,000	\$47	\$32	\$23	\$25	\$26	\$27
0.8%	100,000	\$50	\$38	\$30	\$28	\$28	\$29