



**PARK CITY COUNCIL MEETING  
SUMMIT COUNTY, UTAH  
April 9, 2026**

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/83508029422>

**CLOSED SESSION - 2:00 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**

3:25 p.m. - Operating Budget Preview

4:25 p.m. - Discuss Proposed FY27 Fee Schedule

4:55 p.m. - Community Health Improvement Plan Presentation by Summit County Health Department

5:15 p.m. - Break

**REGULAR MEETING - 5:30 p.m.**

**I. ROLL CALL**

**II. PRESENTATIONS**

1. FY25 Library Update

**III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**

Council Questions and Comments

Staff Communications Reports

1. January 2026 Sales Tax Report
2. PC MARC Racquet Sports Pass
3. Little Kate Pathway Community Meeting Feedback Summary

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

**V. CONSIDERATION OF MINUTES**

1. Consideration to Approve the City Council Meeting Minutes from March 5, 6, and 19, 2026

## **VI. CONSENT AGENDA**

1. Request to Authorize the City Manager to Execute an Agreement with Consolidated Electrical Distributors, Inc., in a Form Approved by the City Attorney's Office, Not to Exceed \$150,000, for the Purchase of a Current Transformer Cabinet
2. Request to Authorize the City Manager to Execute a State Cooperative Contract End User Agreement with Sonntag Recreation, in a Form Approved by the City Attorney's Office, Not to Exceed \$923,153, to Provide Playground Equipment, Shade, and Surfacing for The Mine at City Park
3. Request to Authorize the City Manager to Execute an Agreement with Broadwell Air Domes in a Form Approved by the City Attorney's Office Not to Exceed \$117,326 for the Modification and Installation of a New Air Dome, Covering Three Outdoor Tennis Courts at the Park City Municipal Athletic & Recreation Center (PC MARC)
4. Request to Authorize the City Manager to Execute an Amendment to the On-Call Design Professional Services Agreement with WSP USA Inc., in a Form Approved by the City Attorney, to Increase the Not-to-Exceed Amount by \$700,000 to Support Existing Task Orders and Anticipated Transit Design Services, for a New Total Not-to-Exceed Amount of \$1,050,000 over the Remainder of the Contract Term and Anticipated Extensions
5. Request to Convey Parcel SA-224-G-11-X (147B), Located at the Northwest Corner of the Park Avenue and Deer Valley Drive Intersection, to the Utah Department of Transportation by Quit Claim Deed without Compensation
6. Request to Approve Resolution 05-2026, a Resolution Recognizing and Honoring the 2026 Olympic and Paralympic Athletes

## **VII. NEW BUSINESS**

1. Consideration to Approve Ordinance No. 2026-04, an Ordinance Amending the Flood Damage Prevention Ordinance found in Title 11, Chapter 16 of the Park City Code, Implementing New Regulations for Flood Damage Prevention in the Areas of Special Flood Hazard  
(A) Public Hearing (B) Action
2. Consideration to Approve Ordinance 2026-05, an Ordinance Amending Title 2, Chapter 4, Section 11 of the Park City Code, Related to the Responsibilities and Authority of the City Engineer  
(A) Public Input (B) Action

## **VIII. ADJOURNMENT**

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:** FY27 Operating Budget Preview  
**Author:** Penny Frates  
**Department:** Budget  
**Date:** April 9, 2026

### Recommendation

Review the initial FY27 operating budget requests and provide feedback in anticipation of the FY27 Tentative Budget, which will be adopted on May 7, 2026.

### Executive Summary

In January, the budget team begins developing revenue projections for the upcoming fiscal year. These projections are refined throughout the budget process, as updated data becomes available. Currently, we are projecting FY27 to be a flat year, and budgeting at similar levels to FY26.

The FY27 operating requests represent inflationary adjustments, expanding program support, such as Childcare and Public Service Contracts, and increased work load or service levels, such as programming and staffing the new community and aquatic centers, and increasing support for our trails and open space.

Additionally, we committed to updating and reanalyzing the annual Internal Fund Transfer (IFT) that the General Fund collects from other funds for internal services (Finance, HR, IT, etc.). Under the updated methodology, the General Fund will absorb \$335k while other funds, such as Water, Storm Water and Transportation, will see a reduction in expenses.

### Analysis and Funding

Balancing competing priorities and funding requests remains a significant challenge, particularly as we navigate flat sales tax projections. Strategies to mitigate the impact of rising costs includes redeployed savings from departmental reorganizations and reallocating funds previously dedicated for Sundance expenses. These internal offsets will fund critical increases for the childcare scholarship program, grant and public service contracts, and other operational needs. However, even after maximizing all internal resources, the General Fund still faces a net increase of \$571k, excluding increases in health benefits and pay plan.

Addressing the current fiscal landscape will likely require a strategic rebalancing of revenue allocations between the General Fund, Enterprise Funds, and Capital Funds, or the identification of new revenue sources. We are actively evaluating multiple strategies.

Below is a summary of General Fund operational requests. A detailed list can be found in Exhibit A.

## **Public Service Contracts, Grants and Programs – \$870,864**

### **Continue Childcare Scholarship Program \$685k**

The Childcare Scholarship Program's projected annual allocation is approximately \$685,000. Utah anticipates a reduction in federal Child Care and Development Fund (CCDF) allocations under the standard formula. While specific impacts are not yet known, DWS is forecasting a 15% reduction, which could affect the DWS Childcare Assistance Program, resulting in increased demand on the City's Program. That change has been factored into our budget projection.

### **Grant Program for Nonprofit Arts Organizations \$108k**

On [March 20, 2025](#), Council approved funding for FY25-27 to four arts and culture nonprofits: Egyptian Theatre, Arts Council of Park City and Summit County, Summit Community Gardens, and Park City Film. These programs provide free theatre classes to youth, implementation of the Arts and Culture Master Plan, programming and facility management for CREATE PC Local Artist Collective, cultural events in the gardens, and community film screenings and panel discussions.

These grants were funded in FY25-26 through a combination of available funding from the Public Service Contract fund, Social Equity program, Economic Development Grants, and Public Arts CIP. In FY27, these four organizations are contracted to receive a total of \$108,000.

### **Park City Senior Center \$50k request**

On [March 13, 2025](#) Council approved a \$50,000 FY26 Public Service Contract for the Seniors to fund their executive director position. During that discussion, Council noted that the County should ultimately fund Senior Center services. If not, the City would consider the Executive Director funding within the budget rather than requiring a grant application.

Following that direction, we are proposing an **additional** \$50,000 in the FY27 budget to continue funding the Executive Director position. There is precedent for operationalizing nonprofit-provided services within the City budget, including:

- **Park City Museum** - Park City History services
- **Park City Sister City Association** - Sister City Administration
- **Mountain Trails Foundation** - Winter Trails Grooming
- **Recycle Utah** - Recycling Services
- **Mountain Mediation** - Legal Mediation Services

These services are funded through a mix of RFPs and sole-source contracts, depending on the nature of the service.

### **Historic Preservation Board - \$72,864**

Since 1987 the City has awarded grants to preserve Significant and Landmark Historic Structures. The amounts have not increased since 2015. There is a request to increase the General Fund amount by \$27,864 and the Main Street RDA (now expired) by

\$45,000. Due to revenue constraints and competing priorities, this increase is *not* funded in our current proposal and needs further discussion from Council.

Grant Source	FY26 Amount	New Request	Total Grant Amount
General Fund	\$ 47,136	\$ 27,864	\$ 75,000
Lower Park RDA	\$ 50,000	\$ -	\$ 50,000
Main Street RDA	\$ 30,000	\$ 45,000	\$ 75,000
<b>Grand Total</b>	<b>\$ 127,136</b>	<b>\$ 72,864</b>	<b>\$ 200,000</b>

**Trails and Open Space \$115,456**

Following the success of the Bonanza Winter Shuttle service, trail usage in the area has surged, necessitating a more robust grooming and maintenance schedule. To address this demand efficiently:

- **Initial Request:** \$190k for purchase of a secondary dedicated groomer
- **Strategic Alternative:** The Fleet Committee has proposed a \$60,000 transport trailer.

This solution allows for the movement of our existing groomer to the Bonanza area, providing a cost-effective alternative to a full equipment purchase while maintaining high service standards.

**Personnel & Service Enhancement**

As the city continues to acquire open space and demand for Trail Ranger services reaches record highs, the following strategic reorganization is proposed:

1. **Reclassification:** Transitioning two part-time positions to full-time status to ensure consistent year-round oversight.
2. **Strategic Realignment:** Reallocating a previously shared position between the Trails and Transportation Planning departments to support departmental needs as the demand has exceeded the capacity for a shared position.

**Fiscal Impact:**

The total cost for these personnel adjustments, including payroll taxes and comprehensive benefits, is \$267,000. However, through the strategic reallocation of existing funds from the Trails and Environmental Sustainability budgets, the majority of this expense is offset.

Total Personnel Cost	Budget Offsets	Net Personnel Budget Increase
\$267,000	(\$212,000)	<b>\$55,000</b>

**Recreation/MARC/Racquet Sports \$235,559**

To support the expansion of pool facilities at the MARC, we are requesting a new full-time Recreation Program Supervisor. This role is essential for managing our growing year-round aquatics programming and ensuring safe, efficient operations as we offer increased pool hours throughout the year. There is an offset of \$25,000 from a part-time

seasonal role, bringing the net increase to \$121,441 for this position. Additional lifeguards are also required during the summer season with an estimated cost of \$40k.

**Racquet Sports Bubble Seasonal Setup/Teardown - \$40k**

The cost to set up and take down the bubble are increasing due to labor inflation, lodging increases for labor staff and equipment rentals. Breakdown as follows:

<b>Expense Item</b>	<b>Projected Cost</b>
<b>New Teardown Price</b>	\$32,000
<b>New Setup Price</b>	\$37,000
<b>Temporary Labor Staff</b>	\$12,500
<b>Equipment Rentals</b>	\$3,300
<b>New Annual Total</b>	<b>\$84,800</b>

**Library - \$32,573**

The Library is coming up on the two-year mark for the book sorter and security gates and as such, the maintenance and support included with the purchase is expiring. It is now our responsibility to maintain and update the software and equipment.

**Personnel, Pay Plan and Health Benefits**

**Pay Plan - TBD**

Following our discussion on [February 25<sup>th</sup>, 2026](#), we are working to develop a proposal for the FY27 pay plan. More information will be available for discussion during our presentation on April 9<sup>th</sup>.

**Health Insurance - \$500,000**

Based on projections from our health benefits broker, GBS, we are anticipating an 18% increase in health benefit premiums for the upcoming plan year. Since our contract renewal occurs in January 2027, the FY27 tentative budget accounts for a prorated 9% increase, representing a \$500,000 impact on the General Fund.

**Personnel Reclassifications**

**Economic Development & Planning**

As a result of staffing restructures, are proposed within both the Economic Development and Planning departments. These changes have resulted in an overall **budget savings** for both departments.

**Transportation - \$14,145**

Due to shifting workloads and evolving departmental needs, there is a request to reclassify two drivers to dispatchers. The adjustment will address the increased demand for coordination and logistical support within the department.

**Exhibits**

Exhibit A: FY27 Operating Budget Requests by Department

**FY27 General Fund Operating Budget Requests**

**SLOS - Same Level of Service Request**

**OTE - One Time Expense**

**MSS - Ongoing Materials, Services, Supplies**

Department	Subcategory	Request	Manager Request	City Manager Recommendation
Public Service Contracts/Grants	PSC/Grant	Provide separate grants for non-profit arts organizations - Egyptian, Arts Council, PC Film, Summit Community Gardens	\$ 108,000	\$ 108,000
Public Service Contracts/Grants	PSC/Grant	Senior Center Executive Director Position - This increase would remove the need to apply through the competitive grant process each year and instead go through the RFP process. Will be discussed with Council on April 9th.	\$ 50,000	\$ 50,000
Historic Preservation Board Grants	PSC/Grant	Increase annual available grant amount in General Fund (see Enterprise Fund worksheet for increase to Main Street RDA). Will be discussed with Council on April 9th.	\$ 27,864	\$ -
Childcare Program	PSC/Grant	Continue Childcare Scholarship Program	\$ 685,000	\$ 685,000
<b>PSC, Grants, Scholarship Total</b>			<b>\$ 870,864</b>	<b>\$ 843,000</b>
<i>City Attorneys Office</i>	<i>MSS</i>	<i>Memberships - current budget does not cover dues for State Bar licenses, Utah Attorneys Associat and other associations</i>	<i>\$ 3,000</i>	<i>\$ 3,000</i>
<i>City Attorneys Office</i>	<i>MSS</i>	<i>Meetings and Travel</i>	<i>\$ 2,000</i>	<i>\$ 2,000</i>
City Attorneys Office	MSS	Software Licenses - Adobe Pro	\$ 1,600	\$ 1,600
City Attorneys Office	MSS	Outside Legal Services - inflationary and increased need for services	\$ 6,000	\$ 6,000
City Attorneys Office	MSS	Public Defender - Indigent Defense is an obligation. This request reflects increased caseload and new contract pricing.	\$ 15,000	\$ 15,000
<i>City Attorneys Office</i>	<i>MSS</i>	<i>Legal Support Services - Current budget of \$5k does not cover contracted services with Mountain Mediation and other services like title work and analytics</i>	<i>\$ 15,000</i>	<i>\$ 15,000</i>
<b>CAO Total</b>			<b>\$ 42,600</b>	<b>\$ 42,600</b>

**FY27 General Fund Operating Budget Requests**

**SLOS - Same Level of Service Request**

**OTE - One Time Expense**

**MSS - Ongoing Materials, Services, Supplies**

Department	Subcategory	Request	Manager Request	City Manager Recommendation
City Council	MSS	Memberships - need to properly budget to account for ULCTA, Central Wasatch Commission and Mountainland Association of Govt	\$ 23,000	\$ 23,000
City Council	MSS	Travel, Meetings, Conferences, Supplies, Postage	\$ 16,000	\$ 16,000
<b>City Council Total</b>			<b>\$ 39,000</b>	<b>\$ 39,000</b>
Communications	MSS	Web Services - portion of annual fee and chatbot feature	\$ 10,000	\$ 10,000
Economic Development/Housing	Personnel	Reclass Analyst I to Analyst II	\$ 9,613	\$ 9,613
Economic Development/Housing	Personnel	Reclass Regulatory and Property Manager	\$ 5,882	\$ 5,882
Economic Development/Housing		Savings from staff reorganization	\$ (52,185)	\$ (52,185)
<b>Total Economic Development/Housing</b>			<b>\$ (36,690)</b>	<b>\$ (36,690)</b>
Engineering	Vehicle	Two F150 trucks for project managers for site visits, inspections and project coordination	\$ 114,000	\$ 57,000
Human Resources	MSS	50% of PCMC Vanpool (Marsac and Public Works) - previously paid for out of COG allocation but this type of expense is no longer eligible in that program.	\$ 7,500	\$ 7,500
FY27 IFT Reallocation		Reduce charges for internal services to Enterprise Funds and increase General Fund portion	\$ 335,000	\$ 335,000
Library	Personnel	Reclass Asst Library Director position - cost includes increase in taxes and URS	\$ 12,025	\$ 12,025
Library	MSS	Book sorter annual maintenance fee - maintenance fee was covered for first two years, now it is our responsibility	\$ 13,500	\$ 13,500
Library	MSS	Security gates annual maintenance fee - maintenance fee was covered for first two years, now it is our responsibility	\$ 2,048	\$ 2,048

**FY27 General Fund Operating Budget Requests**

**SLOS - Same Level of Service Request**

**OTE - One Time Expense**

**MSS - Ongoing Materials, Services, Supplies**

Department	Subcategory	Request	Manager Request	City Manager Recommendation
Library	MSS	Book Locker (new capital project request) maintenance fee	\$ 5,162	\$ -
Library	MSS	Annual auditorium technology upgrades/maintenance	\$ 5,000	\$ 5,000
<b>Total Library</b>			<b>\$ 37,735</b>	<b>\$ 32,573</b>
MARC	MSS	Supplies and equipment	\$ 1,500	\$ 1,500
MARC	MSS	Software licenses	\$ 3,300	\$ 3,300
MARC	MSS	Contract services	\$ 2,500	\$ 2,500
Racquet Sports	MSS	Bubble seasonal setup/takedown	\$ 40,000	\$ 40,000
Racquet Sports	MSS	Increased price of tennis balls	\$ 4,500	\$ 4,500
Racquet Sports	MSS	Additional court cleaning due to high usage	\$ 2,000	\$ 2,000
Recreation	Personnel	Recreation Supervisor to support year-round aquatics, \$25k savings from current PT position	\$ 146,441	\$ 146,441
Recreation	Personnel	Additional lifeguards for new aquatic expansion	\$ 39,100	\$ 39,100
Recreation	Personnel	Summer Camp Counselors	\$ 21,218	\$ 21,218
Recreation	Personnel	Social Media Coord	\$ 27,508	\$ -
Recreation	Personnel	Summer Camp Asst Director	\$ 9,807	\$ -
Recreation		Reallocate PT funds to FT Supervisor position	\$ (25,000)	\$ (25,000)
<b>Total Recreation Departments</b>			<b>\$ 272,874</b>	<b>\$ 235,559</b>
Planning	Personnel	Reclass three Planners	\$ 25,684	\$ 25,684
Planning	MSS	Memberships	\$ 5,000	\$ 5,000
Planning	MSS	Travel/Meetings/Conferences	\$ 8,000	\$ 8,000
Planning	MSS	Software Licenses	\$ 4,000	\$ 4,000
Planning		Savings from staff reorganization	\$ (165,848)	\$ (165,848)
<b>Total Planning</b>			<b>\$ (123,164)</b>	<b>\$ (123,164)</b>
Public Safety		Dispatch Services Contract with Summit County - inflationary increase based on 2.8%	\$ 21,760	\$ 21,760

**FY27 General Fund Operating Budget Requests**

**SLOS - Same Level of Service Request**

**OTE - One Time Expense**

**MSS - Ongoing Materials, Services, Supplies**

Department	Subcategory	Request	Manager Request	City Manager Recommendation
Trails	Vehicle	Requested a new groomer for Bonanza Flat maintenance, alternatively, Fleet recommended a trailer for the current groomer to make transporting easier	\$ 190,000	\$ 60,000
Trails	Personnel	Reclass two PT Rangers to FT Rangers - Cost includes taxes, URS and health benefits.	\$ 217,202	\$ 217,202
Trails	Personnel	Remove 50/50 split with Transportation Planning for on FT Ranger. No longer feasible to split the duties	\$ 50,000	\$ 50,000
Expense offsets		Reallocate part-time funds and contract services funds from Trails & Sustainability	\$ (211,746)	\$ (211,746)
<b>Total Trails and Open Space</b>			\$ <b>245,456</b>	\$ <b>115,456</b>
		<b>Total Ongoing Operating Requests</b>	\$ <b>1,987,714</b>	\$ <b>1,917,373</b>
		<b>One-time Expenses</b>	\$ <b>304,000</b>	\$ <b>117,000</b>
		<b>Savings and Reallocation of Funds</b>	\$ <b>(1,345,516)</b>	\$ <b>(1,345,516)</b>
		<b>Net increase for ongoing expenses</b>	\$ <b>642,198</b>	\$ <b>571,857</b>

**FY27 Enterprise or Other Funds Operating Budget Requests**

**SLOS - Same Level of Service Request**

**OTE - One Time Expense**

**MSS - Materials, Services, Supplies**

Department	Subcategory	Request	Manager Request	City Manager Recommendation
Golf Shop	MSS	Range Rentals - purchase additional rental clubs and balls, offset by revenue	\$ 10,000	\$ 10,000
Golf Shop	MSS	Increased costs for maintenance and repairs, large repairs (stairs)	\$ 20,000	\$ 10,000
Golf Maint	MSS	Fertilizer, equipment repair, sand for topdressing	\$ 20,000	\$ 20,000
<b>Golf Total</b>			<b>\$ 50,000</b>	<b>\$ 40,000</b>
Water	MSS	Meetings/Training	\$ 5,000	\$ -
Water	MSS	Materials, Supplies and Equip	\$ 100,086	\$ 50,000
Water	MSS	Contract Services - Electrical (increased costs and maintenance needed on electrical systems)	\$ 100,000	\$ 100,000
Water	MSS	Mandated testing	\$ 5,000	\$ 5,000
Water	MSS	Miscellaneous contract services	\$ 100,000	\$ 50,000
Water	MSS	Mountain Regional water delivery contract (obligated increase)	\$ 16,503	\$ 16,503
Water	MSS	JSSD water delivery contract (obligated increase)	\$ 30,900	\$ 30,900
Water	MSS	Bank Charges	\$ 50,000	\$ 50,000
<b>Total Water</b>			<b>\$ 407,489</b>	<b>\$ 302,403</b>
Transportation Planning	MSS	Software Licenses	\$ 1,000	\$ 1,000
Transportation Planning	MSS	50% subsidy for 5 UTA vanpools in Summit County. Previously using 3rd qtr TST for program but likely cannot continue doing so.	\$ 45,000	\$ 45,000
Transportation Planning	Personnel	New position - Project deliver and NEPA specialist for major projects. Partial offset from savings in another position	\$ 173,707	\$ -
Transportation Planning	Personnel	New Position: Transportation Demand and Parking Planner	\$ 173,707	\$ -
Transportation Planning	Personnel	Reclass Grants Program Admin to Manager - budget neutral, offset with savings from split Trail Ranger position	\$ 17,671	\$ -
Transit Ops	Personnel	Reclass two Transit Operators to Dispatchers	\$ 14,145	\$ 14,145
<b>Transit Fund Total</b>			<b>\$ 425,230</b>	<b>\$ 60,145</b>
Main Street RDA	MSS	Historic Preservation Board Grants - increase annual grant amount	\$ 30,000	\$ -

## City Council Staff Report



**Subject:** Discuss Proposed FY27 Fee Schedule  
**Author:** Hans Jaspersen  
**Department:** Budget, Debts & Grants  
**Date:** April 9, 2026

### Recommendation

Review and discuss proposed updates to the FY27 Fee Schedule. These changes reflect ongoing implementation of multi-year fee strategies, operational needs, cost-recovery goals, and alignment with Council direction. Following Council input, the Budget Team will work with department managers to prepare the final FY27 Fee Schedule for adoption in June.

### Executive Summary

The City's [Fee Schedule](#) sets forth charges for various essential services, such as development, utilities, records requests, business licensing, parking, and recreation. These fees ensure people pay for the services they use, rather than relying solely on taxes to fund operational expenses. Each year, the City reviews its fees to ensure charges remain aligned with service costs, cost-recovery policies, and operational needs.

The FY27 proposal continues the approved phase-in of Planning fees, adjusts several Recreation, Ice Arena, and Golf fees to reflect increases in operating costs—including the incorporation of full water use expenses—and updates fees in areas such as Police records requests, parking violations, and facility rentals. Across all sections, the changes emphasize predictable, incremental adjustments that improve transparency, maintain service quality, and keep fees aligned with market conditions and Council-adopted recovery targets.

### Analysis

#### Construction & Development Fees – Planning Fees (Section 1)

In FY26, Council adopted [Planning fee updates](#) informed by a comprehensive, third-party cost-of-service study. While the current Planning team processes applications in less time than when the last study was conducted in 2010, the new study recommended that Planning fees be updated to better reflect the actual cost of providing services. To ease the financial impact on customers, Council directed a three-year phased implementation of the fee increases, with FY27 representing Phase 2 of this plan.

The City will achieve full cost recovery for most Planning fees in FY28 under the approved phase-in.

## **Public Utility Fees – Water Department (Section 2)**

The Water Department plans to bring its fee recommendations to Council on a separate date from the citywide schedule. This ensures that water rates, billing structures, and operational timelines are properly aligned ahead of the July 1 implementation date.

## **Government Records Access and Management Act (GRAMA) Fees – Police Records (Section 6)**

The Police Department recommends removing two items from the GRAMA section of the fee schedule:

- Printed color photographs; and
- Fingerprinting for the public.

These services are not currently provided to the public. Fingerprinting continues to be offered internally to new hires at no cost. Removing the inactive services will reduce confusion and better align the schedule with actual service offerings.

## **Parking, Violations, Towing, and Impound Fees (Section 7)**

Parking Services continues to refine its approach to proactive parking management. Maintaining a broad set of citation types and clear associated fine amounts helps deter problematic parking behavior and improve compliance. For example, in 2022, Council approved a significant increase to Peak Day and Special Event violations, resulting in reduced violations when signage clearly communicated the penalties.

Supporting efficient transit is a core Transportation Demand Management priority. Parking violations in bus stops or bus lanes directly disrupt on-time transit service. To further protect safety, traffic flow, and transit efficiency, Parking Services proposes a new fee for Egregious Parking Violations (Section 7.8), which includes blocking:

- Traffic flow;
- Bus lanes/stops;
- Emergency access routes; and
- Other high-impact obstructions.

This category supports stronger deterrence where the consequences of violation are most severe.

## **Recreation Services & Facility Rentals – PC MARC (Section 8.1 – 8.4)**

The City's philosophy for Recreation and PC MARC fees is grounded in maintaining accessible community programs while recovering a substantial portion of operating costs. These programs are open to all but primarily benefit direct users; therefore, the City targets 70% cost recovery, with the remainder supported by the General Fund. Fees are calibrated to program demand, cost of service, and market comparison and are adjusted regularly in smaller increments rather than large infrequent increases. Discounts, fee waivers, and the sliding-scale program support affordability for all residents.

Recreation last updated its fees in FY25. Since then, operating costs have increased, including new responsibilities such as covering all water-use expenses previously absorbed by the Water Department and preparing for added staffing needs associated with the new aquatic center. In FY26, the department reached a 67% cost-recovery rate, slightly below the 70% goal. Estimated water costs for FY27 are just under \$76,500, which must now be incorporated into long-term planning.

Proposed FY27 PC MARC fee adjustments include:

- Updated facility pass and court fee rates for residents and visitors;
- Updated cost of tennis and pickleball clinics and lessons;
- Removal of a fitness class drop-in fee for seniors covered by Silver Sneakers and similar Medicare Advantage plans;
- Elimination of 1- and 3-month racquet sports MARC passes; increases to 6- and 12-month passes; and
- Adjustments to gymnasium, fitness studio, and pool rentals.

These updates help ensure the PC MARC can maintain high-quality services, meet cost-recovery targets, and continue providing a wide range of accessible recreation opportunities for the community.

### **Golf Fees (Section 8.5)**

As an enterprise fund, the Golf Course fully supports both operations and capital needs through its own revenues, which include greens fees, rentals, and pro shop sales. While the Golf Course is profitable and has built a healthy fund balance, a detailed [third-party analysis](#) identified mounting deferred capital needs. Additionally, the Golf Course is now responsible for 100% of its water costs, which were previously provided at a reduced rate. Water expenses are estimated at nearly \$271,000 in FY27, and proposed fees are expected to generate approximately \$250,000 toward this cost.

Proposed FY27 fee changes include:

- Small increases to resident greens fees (+\$2 to +\$5);
- Increases to non-resident greens fees (+\$2.50 to +\$10);
- Adjustments to season and punch passes; and
- Removal of the pre-twilight rate (after 6pm), retaining the \$15 twilight rate after 7pm.

These fee changes ensure the Golf Course can cover its current operational costs and most urgent near-term capital needs, while still maintaining affordability for locals. Resident rates remain near or below those of other courses in the region.

### **Cemetery & Pavilion Rental Fees (Section 8.7 – 8.8)**

The proposed FY27 updates to Cemetery and Pavilion rental fees help the City keep up with routine maintenance costs while keeping these services affordable for residents. Adjustments remain modest, and support continued upkeep of important community spaces.

### **Ice Arena Fee Schedule (Section 9.1 – 9.6)**

The Ice Arena is also subject to the City's 70% cost-recovery target and sets fees based on participation levels and program-specific costs. It uses discounts, promotions, and fee-reduction programs to maintain accessibility for youth, older adults, and residents with financial need. Like Recreation and Golf, the Ice Arena must now fully pay for its water use, estimated at just under \$62,800 for FY27. This is a new, ongoing cost that must be incorporated into its long-term planning.

To guide FY27 fee updates, the Ice Arena participated in the [Rocky Mountain Rink Association](#) fee survey and conducted additional local market research. Anticipated changes include:

- Adjustments to drop-in hockey, stick-and-puck, skate sharpening, and ice rental rates (with no changes to public skate);
- Updated birthday party and locker rental fees;
- Adjustments to off-ice programming fees as the facility transitions to a new structure where participants pay independent contractors directly;
- Incentive-based pricing for early registration for freestyle sessions; and
- Exploration of a dynamic pricing structure for freestyle sessions based on skill level (e.g. higher-level sessions would accommodate fewer skaters, with prices adjusted to reflect the smaller group size).

These updates support the Ice Arena's ongoing cost-recovery goals, keep programs aligned with market rates, and reflect the community's expectations for high-quality, well-run facilities that cater to different skill levels.

### **Fields User Fees (Section 9.7)**

The City's athletic fields are an important community asset, providing safe, well-maintained spaces for youth leagues, adult recreation, school sports, and other community activities. Their primary purpose is recreation, and updates to field fees help ensure these spaces remain high-quality and widely accessible.

Proposed FY27 Updates include:

- Removal from the schedule of the former Treasure Mountain Middle School fields;
- Revised approach to commercial use of outdoor recreation facilities (evaluated on a case-by-case basis); and
- Addition of a non-athletic use surcharge for activities such as concerts, festivals, and other special events.

These updates align field use with actual maintenance needs, ensure recreational play remains prioritized, and help protect the long-term quality and availability of fields for the community.

### **Exhibits**

Exhibit A – FY27 Fee Schedule Proposed Changes

**PARK CITY FEE SCHEDULE – Effective July 1, 2026**

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**SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES**

**1.1 PLANNING FEES**

1.1.1	<u>Plat/Subdivision*</u>	
	Plat Amendment	<del>\$1,400.00</del> <u>\$1,912.00</u> per application
	Subdivision	<del>\$355.00</del> <u>\$420.00</u> per lot/parcel
	Simple Boundary Adjustment	<del>\$800.00</del> <u>\$1,203.00</u> per application
	Extension of Approval	<del>\$540.00</del> <u>\$750.00</u> per application
	<u>Condominium*</u>	
	Condominium or Timeshare Conversion	<del>\$452.00</del> <u>\$454.00</u> per unit
	Condominium Plat	<del>\$528.00</del> <u>\$606.00</u> per unit
	Condominium Plat Amendment	<del>\$295.00</del> <u>\$490.00</u> per unit affected
	Extension of Approval	<del>\$540.00</del> <u>\$750.00</u> per application
1.1.2	<u>Master Planned Development (MPD) Process*</u>	
	Pre-Master Planned Development	\$594.00
	<i>Application includes one formal staff review and a Planning Commission work session. If the applicant files for a formal Master Planned Development, the \$594.00 will apply toward the application fee.</i>	
	Master Planned Development	\$437.00 per unit equivalent
	Affordable Master Planned Development	\$437.00 per unit equivalent
	Modification to an MPD	\$100.00 per unit equivalent
	Extension of Review Period	50% of the original fee charged every
	18 months after initial submittal (unless application is on an approved hold)	
1.1.3	<u>Conditional Use Permit (CUP)*</u>	
	Planning Commission Review	<del>\$1,567.00</del> <u>\$1,994.00</u> per application
	Steep Slope Review	<del>\$1,579.00</del> <u>\$1,828.00</u> per application
	Administrative Staff Review	<del>\$760.00</del> <u>\$1,190.00</u> per application
	Modification of CUP	<del>\$727.00</del> <u>\$1,124.00</u> per application
	Extension of Review Period	50% of the original fee charged every
	12 months after initial submittal (unless application is on an approved hold)	
1.1.4	<u>Zoning Map Amendments*</u>	<del>\$2,125.00</del> <u>\$2,600.00</u>
1.1.5	<u>Board of Adjustment*</u>	
	Variance	<del>\$1,258.00</del> <u>\$1,576.00</u> per application
1.1.6	<u>Historic Review*</u>	
	Historic Design Review - no increase in existing area	\$497.00
	Historic Design Review - increase in existing area	<del>\$1,518.00</del> <u>\$2,006.00</u>
	Determination of Significance	<del>\$889.00</del> <u>\$1,428.00</u>
	Certificate of Appropriateness for Demolition	<del>\$863.00</del> <u>\$1,426.00.00</u>
1.1.7	<u>Land Management Code Amendment*</u>	<del>\$2,346.00</del> <u>\$2,692.00</u> per application
1.1.8	<u>Minor General Plan Amendment*</u>	<del>\$2,672.00</del> <u>\$3,344.00</u> per application

1.1.9	<u>Sign Review</u>	
	Master Sign Plan	<del>\$402.00</del> <u>\$484.00</u>
	Amendment to Master Sign Plan	<del>\$241.00</del> <u>\$362.00</u>
	Individual Sign Permit	<del>\$200.99</del> <u>\$280.78</u>
		( <del>\$199.00</del> <u>\$278.00</u> plus 1% state surcharge)
	Sign permit under Master Sign Plan	<del>\$215.13</del> <u>\$298.96</u>
		( <del>\$213.00</del> <u>\$296.00</u> plus 1% state surcharge)
	Temporary Sign Permit	<del>\$115.14</del> <u>\$169.68</u>
		( <del>\$114.00</del> <u>\$168.00</u> plus 1% state surcharge)
1.1.10	<u>Annexation*</u>	<del>\$7,816.00</del> <u>\$9,782.00</u>
	Annexation Fiscal Impact Analysis	\$1,010.00 <i>plus actual cost of City-approved consultant fee</i>
	Modification to Annexation Agreement	\$3,919.00
1.1.11	<u>Appeals Fees*</u>	
	Appeals to Board of Adjustment	\$500.00
	Appeals to Historic Preservation Board	\$500.00
	Appeals to Planning Commission	\$500.00
	Appeals to Administrative Hearing Officer	\$500.00
1.1.12	<u>Transfer of Development Rights</u>	
	Development Credit Determination	
	10 units or less	<del>\$109.00</del> <u>\$118.00</u>
	11 units or more	<del>\$277.00</del> <u>\$454.00</u>
	MPD or Annexation	<del>\$277.00</del> <u>\$454.00</u>
1.1.13	<u>Refund of Withdrawn Planning Applications</u>	
	In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.	
1.1.14	<u>Reactivation Fee</u>	
	For projects that have been inactive by the applicant for more than six months, a Reactivation Fee of 50% of the original application fee will be assessed.	
1.1.15	<u>Attorney or Other Professional Services</u>	
	Reimbursement for actual expenses incurred.	
1.1.16	<u>Public Notice Mailing Fee</u>	
	In addition to the Application Fee, the Applicant is responsible for a separate payment for the mailing of public notice. A \$1.13 fee will be assessed per piece of mail sent. See Land Management Code § 15-1-12 <i>Notice</i> and § 15-1-21 <i>Notice Matrix</i> .	
1.1.17	<u>Bicycle Parking Fee in Lieu</u>	
	Applicants may pay a fee in lieu of \$150 per U-rack for outdoor bicycle parking and \$500 per square foot for enclosed bicycle parking when approved by the Planning Commission. See Land Management Code § 15-3-9(F).	
1.1.18	<u>Other Plan Review</u>	\$126 per hour

1.1.19 Planning Director Determination

Determination of Non-Conforming Status	\$100.00
Determination of Non-Complying Status	\$100.00

\*Projects under these classifications will be assessed the additional cost of the mailed public notice required by the Land Management Code at the time of submittal.

**1.2 BUILDING FEES**

**1.2.1 Impact Fee Schedule**

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

**1.2.2 Building Permit**

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

Single-Family Permit                0.61% of the total valuation of construction as herein above described with a minimum fee of \$83.00, plus 1% state surcharge

Multi-Family Permit                0.61% of the total valuation of construction as herein above described with a minimum fee of \$83.00, plus 1% state surcharge

Commercial Permit                0.61% of the total valuation of construction as herein above described with a minimum fee of \$83.00, plus 1% state surcharge

**1.2.3 Plan Check Fees**

1. **Deposit.** Buildings requiring plan checks at the time of building permit application:

Residential Buildings        \$500.00  
Commercial Buildings        \$2,000.00

This deposit is non-refundable in the event permits are not issued.

2. **Fee.** Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$83.00 per hour of total Community Development staff time.

As used herein, identical plans means building plans submitted to Park City that:

- Are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and
- Describe a building that is:
  - located on land zoned the same as the land on which the building described in the previously approved plans is located; and
  - subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit                      1.32% of the total valuation of construction, plus 1% state surcharge

1.2.5 Electrical Permit                      1.32% of the total valuation of construction, plus 1% state surcharge

1.2.6 Plumbing Permit                      1.32% of the total valuation of construction, plus 1% state surcharge

1.2.7	<u>International Fire Code Fee Issuance Fee</u>	\$154.00
	In Addition:	
	Open Burning	\$96.00
	Candles and Open Flames in Assembly Area	\$174.00
	Explosives or Blasting Agents	\$77.00
	Fireworks (Displays)	\$154.00
	Firework (Sales)	\$77.00
	Hot Work (Welding)	\$77.00
	Liquefied Petroleum Gases (Heaters and Devices up to 5 Units)	\$77.00
	Liquefied Petroleum Gases (Heaters and Devices) Each Additional Unit	\$77.00
	Liquefied Petroleum Gases on an Active Construction Site (125+ gal)	\$77.00
	Places of Assembly	\$154.00
	Vehicles (Liquid or Gas Fueled) within a Building	\$77.00
	Others not Listed	\$154.00
	Tents	\$154.00

1.2.8 Grading Plan Review and Permit Fees 1.32% of the total valuation of construction, plus 1% state surcharge

1.2.9 Soil Sample Fee \$203.00

1.2.10 Demolition Permit Fee 1.32% of the total valuation of construction, plus 1% state surcharge

1.2.11 Flatwork Permit \$83.83 (\$83.00 plus 1% state surcharge)

1.2.12 Other Inspections and Fees

Inspections Outside Normal Business Hours*	\$124.00 per hour (minimum charge 2 hours)
Re-Inspection Fee	\$124.00 per hour (minimum charge 1 hour)
Additional Inspection Services*	\$83.00 per hour (minimum charge 1 hour)
Starting Work Without a Permit (First Offense)	Double (x2) the Building Permit Fee
Continuing Work Without a Permit (Second Offense)	Quadruple (x4) the Building Permit Fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

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

\*\*Actual Cost includes administrative and overhead costs.

### 1.3 ENGINEERING FEES

#### 1.3.1 Construction Inspection Fees

Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$110.00 per man-hour to recoup costs to the city above the fee charged. The city may also charge \$110.00 per man-hour for re-inspections of work previously rejected.

#### 1.3.2 Permit to Work in Public Right-of-Way

Application Fee is \$220.00. In addition, the applicant shall:

- A. Prepare and submit, in accordance with the table below, an estimated cost for the total work to be performed. Any item of work not listed on the table below shall be included in the list of items at a price agreed to by the applicant and City Engineer's office. The applicant shall either:
1. Post an irrevocable letter of credit issued by a bank authorized to do Business in the State of Utah or an out-of-state bank, provided that a bank authorized to do Business in Utah confirms in writing that it will honor the letter of credit naming Park City Municipal Corporation as the payee of funds drawn against the letter of credit and guaranteeing the availability or cash bond equal to the estimated total cost; or
  2. Submit a cashiers check equal to the estimated total cost.

At a minimum, letter of credit or cashier's check shall be \$2,000. The letter of credit or bond shall remain in effect for a period of one (1) year from the date the work is actually completed to guarantee the adequacy of repairs made to the streets.

**Bonding Amounts for Work in the Right of Way**

Item	Measurement	Unit Costs
Removal of Gutter	LF	\$10.80
Replacement of Gutter	LF	\$78.00
Removal of Asphalt	SF	\$8.70
Replacement of Asphalt	SF	\$15.60
Removal of Cross Street Gutter	SF	\$13.50
Replacement of Cross Street Gutter	SF	\$86.40
Removal of Sidewalk	SF	\$7.80
Replacement of Sidewalk	SF	\$30.00
Excavation of Trench	CF	\$3.00
Excavation of Trench in Soils Dist	CF	\$8.80
Flow fill of Trenching	CF	\$8.80
Installation of Waterline (Up to 4" Diameter)	LF	\$100.00
Installation of Waterline (6-12" Diameter)	LF	\$150.00

Installation of Water Meter Vault (Up to Vault for 1.5" Meter)	EA	\$5,500.00
Installation of Water Meter Vault (Vault for 2-4" Meter)	EA	\$7,500.00
Installation of Fire Hydrant	EA	\$10,000.00
Valve Collaring (Including raising and concreting)	EA	\$500.00
Installation of Valves (Up to 6")	EA	\$2,500.00

B. Applicant shall submit proof of insurance.

Starting work in the right of way without a permit (first offense) – Double (x2) the work in the right of way application fee

Continuing work without a permit (second offense) – Quadruple (x4) the work on the right of way application fee

1.3.3 Fees for the Processing of Small Wireless Facility Applications

Fees shall be consistent with Utah Code Section 54-21-503:

- A. An application fee of \$100 for the collocation of a small wireless facility on an existing or replacement utility pole for each small wireless facility on the same application.
- B. An application fee of \$250 for each application to install, modify, or replace a utility pole associated with a small wireless facility.
- C. An application fee of \$1,000 per application for an activity that is not a permitted use described in Utah Code Section 54-21-204 to (a) install, modify, or replace a utility pole; or (b) install, modify, or replace a new utility pole associated with a small wireless facility.

1.3.4 Fees for Use or Occupancy of Right-of-Way for Small Wireless Facilities

Fees shall be consistent with Utah Code Section 54-21-502:

- For the right to use or occupy a right-of-way:
  1. for the collocation of a small wireless facility on a utility pole in the right-of-way; or
  2. for the installation, operation, modification, maintenance, or replacement of a utility pole in the right-of-way
- A wireless provider will pay a fee equal to the lesser of:
  1. 3.5% of all gross revenue related to the wireless provider's use of the right-of-way for small wireless facilities; or
  2. \$250 annually for each small wireless facility.
- However, if a wireless provider is subject to the municipal telecommunications license tax under Title 10, Chapter 1, Part 4, Municipal Telecommunications License Tax Act of the Utah Code, this section does not apply.

1.3.5 Fees for Collocating a Small Wireless Facility on a City Pole

Fees shall be consistent with Utah Code Section 54-21-504:

- \$50 per City pole per year to collocate a small wireless facility on a City pole.

1.3.6 Road Closure Permit

Application fee is \$220.00

Closing the road without a permit (first offense) – Double (x2) the work in the right of way

application fee.

Closing the road without a permit (second offense) – Quadruple (x4) the work on the right of way application fee

1.3.7 Encroachment Agreement Application

The applicant must complete and submit an encroachment agreement that shall include an exhibit depicting the right of way, the encroachment limits within the right of way and a clear representation of the proposed encroachment(s) (landscaping, sidewalk, etc.).

Application fee is \$110.00

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

1.4.1 Civil Fee Schedule

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

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

**SECTION 2. UTILITY FEES**

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

**2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:**

**2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 2025).**

**2.2.1.1 Single Family Residential**

Lot Size	Base Rate
0 - .25 Acres (Small)	\$75.00
.26 - .74 Acres (Medium)	\$75.00
.75 – 1.24 Acres (Large)	\$75.00
1.25 Acres or Larger (Extra Large)	\$75.00

**2.2.1.2 Multi-Family Residential**

Meter Size	Base Rate
3/4"	\$78.19
1"	\$132.69
1.5"	\$283.45
2 "	\$591.10
3"	\$1,538.31
4"	\$2,792.71
6"	\$5,264.34

**2.2.1.3 Commercial**

Meter Size	Base Rate
3/4"	\$93.83
1"	\$159.23
1.5"	\$340.14
2 "	\$709.33
3"	\$1,845.85
4"	\$3,351.25
6"	\$6,317.21

**2.2.1.4 Irrigation**

Acres Irrigated	Base Rate
.5 Acres	\$75
1 Acre	\$150
2 Acres	\$300
3 Acres	\$450
4 Acres	\$600

5 Acres	\$750
6 Acres	\$900
7 Acres	\$1,050
8 Acres	\$1,200
9 Acres	\$1,350
10 Acres	\$1,500
11 Acres	\$1,650
12 Acres	\$1,800
13 Acres	\$1,950
14 Acres	\$2,100
15 Acres	\$2,250
16 Acres	\$2,400
17 Acres	\$2,550

Additional base rate plans are available as needed, based on irrigated area, at \$150 per irrigated acre.

2.2.1.5 Construction Base Rate: \$385.61

2.2.1.6 Necessitous Base Rate: \$5.79

2.2.1.7 New Meter Price

Meter Size	Meter Price
¾"	\$1,052.64
1"	\$1,209.82
1.5"	\$1,721.20
2"	\$3,044.46
3"	\$3,601.75
4"	\$6,275.95
6"	\$9,764.14

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

2.2.2.1 Single Family Residential

	Block 1 (Inc. in Base rate)	Block 2 (Indoor)	Block 3 (Outdoor Optimized)	Block 4 (Outdoor Mild Conservation)	Block 5 (Outdoor without Conservation)
Price per 1,000 gallons	\$0.00	\$7.00	\$10.00	\$20.00	\$37.84
Small	0-2,000	2,001-5,000	5,001-20,000	20,001 – 25,000	Over 25,000
Medium	0-2,000	2,001 – 5,000	5,001 – 30,000	30,001 – 45,000	Over 45,000
Large	0-2,000	2,001 – 5,000	5,001 – 40,000	40,001 – 60,000	Over 60,000
Extra Large	0-2,000	2,001 – 5,000	5,001 – 50,000	50,001 – 75,000	Over 75,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$7.51	\$9.92	\$12.81	\$18.06	\$25.23	\$37.84
3/4" Meter, Allowance in Block	0- 5,000	5,001 – 10,000	10,001 – 20,000	20,001 – 30,000	30,001-40,000	Over 40,000
1" Meter, Allowance in Block	0- 10,000	10,001 – 20,000	20,001 – 30,000	30,001 - 40,000	40,001-70,000	Over 70,000
1.5" Meter, Allowance in Block	0- 20,000	20,001 – 30,000	30,001- 50,000	50,001 – 90,000	90,001-130,000	Over 130,000
2" Meter, Allowance in Block	0 - 30,000	30,001- 50,000	50,001 – 90,000	90,001– 130,000	130,001-150,000	Over 150,000
3" Meter, Allowance in Block	0 - 40,000	40,001 – 110,000	110,001 – 150,000	150,001 – 200,000	200,001-400,000	Over 400,000
4" Meter, Allowance in Block	0 - 130,000	130,001 – 150,000	150,001 – 200,000	200,001 - 400,000	400,001-600,000	Over 600,000
6" Meter, Allowance in Block	0-150,000	150,000 – 200,000	200,001 – 400,000	400,001 – 800,000	800,001-1,000,000	Over 1,000,000

### 2.2.2.3 Commercial

	Block 1	Block 2	Block 3	Block 4	Block 5
Price per 1,000 gallons	\$9.92	\$12.81	\$18.06	\$25.23	\$37.84
3/4" Meter, Allowance in Block	0 - 5,000	5,001 – 10,000	10,001- 20,000	20,001-30,000	Over 30,000
1" Meter, Allowance in Block	0 – 10,000	10,001 – 30,000	30,001-90,000	90,001-150,000	Over 150,000
1.5" Meter, Allowance in Block	0 – 30,000	30,001 – 50,000	50,001-130,000	130,001- 400,000	Over 400,000
2" Meter, Allowance in Block	0 – 50,000	50,001 – 90,000	90,001-200,000	200,001-600,000	Over 600,000
3" Meter, Allowance in Block	0 – 130,000	130,001 – 150,000	150,001- 400,000	400,001-1,000,000	Over 1,000,000
4" Meter, Allowance in Block	0 – 150,000	150,001 – 400,000	400,001-800,000	800,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0 – 200,000	200,001 – 1,000,000	1,000,001-1,600,000	1,600,001-1,800,000	Over 1,800,000

### 2.2.2.4 Irrigation

	Block 1	Block 2	Block 3
Price per 1,000 gallons	\$10.00	\$20.00	\$37.84
.5 Acres	0-50,000	50,001-60,000	Over 60,001
1 Acre	0-100,000	100,001-120,000	Over 120,001
2 Acres	0-200,000	200,001-240,000	Over 240,001
3 Acres	0-300,000	300,001-360,000	Over 360,001
4 Acres	0-400,000	400,001-480,000	Over 480,001
5 Acres	0-500,000	500,001-600,000	Over 600,001
6 Acres	0-600,000	600,001-720,000	Over 720,001
7 Acres	0-700,000	700,001-840,000	Over 840,001
8 Acres	0-800,000	800,001-960,000	Over 960,001
9 Acres	0-900,000	900,001-1,080,000	Over 1,080,001
10 Acres	0-1,000,000	1,000,001-1,200,000	Over 1,200,001

11 Acres	0-1,100,000	1,100,001-1,320,000	Over 1,320,001
12 Acres	0-1,200,000	1,200,001-1,440,000	Over 1,440,001
13 Acres	0-1,300,000	1,300,001-1,560,000	Over 1,560,001
14 Acres	0-1,400,000	1,400,001-1,680,000	Over 1,680,001
15 Acres	0-1,500,000	1,500,001-1,800,000	Over 1,800,001
16 Acres	0-1,600,000	1,600,001-1,920,000	Over 1,920,001
17 Acres	0-1,700,000	1,700,001-2,040,000	Over 2,040,001

Additional per-acre rate plans are available as needed based on irrigated area, at 100,000 gallons per acre in Block 1, 20,000 gallons per acre in Block 2, and all additional water in Block 3.

2.2.2.5 Construction \$15.60 per 1,000 gallons

2.2.2.6 Necessitous

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

2.2.2.7 Contract Rules

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

2.2.2.8 Municipal Irrigation Raw Water

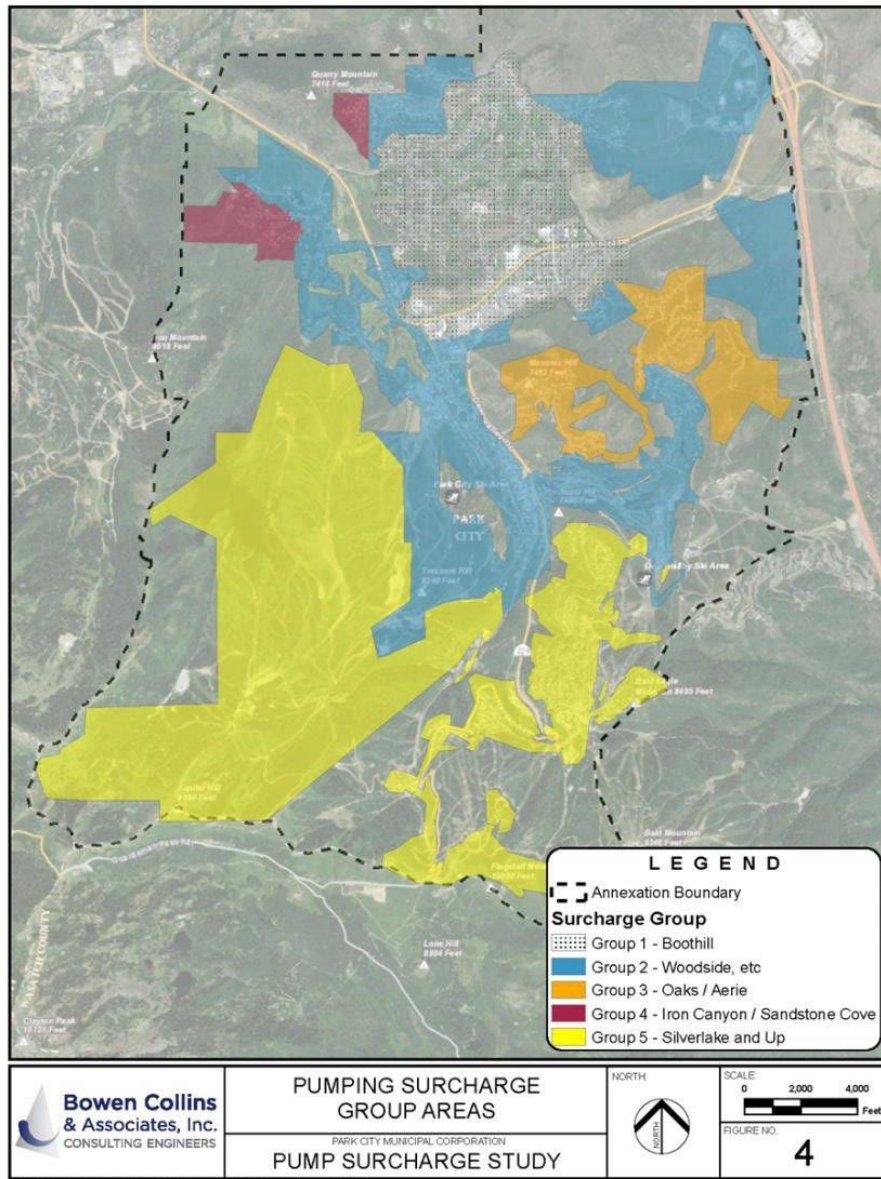
\$5.34 per 1,000 gallons with base rates as set for Irrigation.

2.2.3 Energy Surcharge. All water billed under 2.2.2, except for paragraph 2.2.2.7 Contract Rules, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1 Surcharge Group

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

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,
		23,24,25,26,27,42,48,49,30,32, 42, 48, 51
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,2,3,4,5,6,7,
		34,37,38,39,40,41



### 2.2.3.2 Energy Surcharge

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

Group No	Energy Surcharge
1	\$0.71
2	\$1.69
3	\$2.95
4	\$3.70
5	\$5.04

**2.3 WATER VIOLATION PENALTIES**

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

**2.4 WATER SERVICE REINSTATEMENT FEE**

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

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

For irrigation accounts, the water reinstatement fee shall be assessed at reconnection and be the prior monthly base rate charge multiplied by the number of months disconnected, up to a maximum of six months.

**2.5 WATER METER FEES**

2.5.1	Water Meter Testing Fee	\$500.00
2.5.2	New Meter Reinspection Fee	\$150.00

**2.6 WATER LABOR/EQUIPMENT OR SUPPLIES RATE**

2.6.1	Water Labor during business hours	\$50.00 per hour (rounded up to the nearest half-hour)
2.6.2	Water Labor after hours	\$70.00 per hour (rounded up to the nearest half-hour)
2.6.3	Backhoe, Mini Excavator, Skid Steer, Thawing Machine, Crane Truck, or 2-Ton Dump Truck	\$45.00 per hour (rounded up to the nearest half-hour)

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

**2.8 FIRE HYDRANT METER DEPOSIT FEE**

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

**2.9 RENTER DEPOSIT** \$175.00

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

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

**2.12 STORMWATER FEE**

2.12.1 An Equivalent Surface Unit or ESU \$7.50

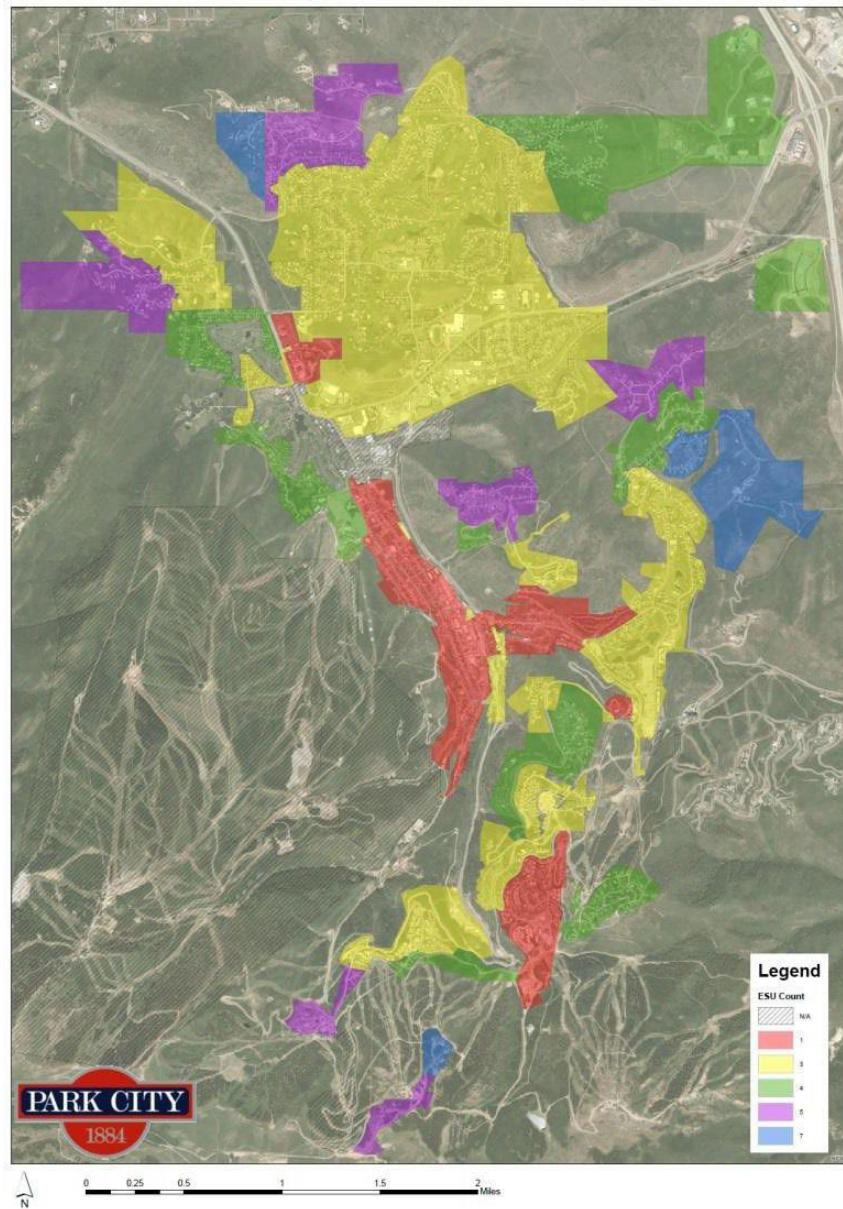
2.12.1.1 Green Infrastructure Reduction

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2.

2.12.2 Single Family Residential Initial Assignment

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

## Park City Stormwater Utility Map



### 2.12.3 Multi-Family Residential Initial Assignment

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

**SECTION 3. SPECIAL MEETINGS FEES**

**3.1 SPECIAL COUNCIL MEETING**

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

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

**3.2 TYPE 2 CSL SPECIAL MEETING**

\$76.00 per applicant

**SECTION 4. BUSINESS LICENSING**

**4.1- 4.5.**

<b>PARK CITY BUSINESS LICENSE FEE SCHEDULE</b>									
<b>Transit Service Enhancement Fee</b>			<b>Festival Facilitation, Service Enhancement Fee</b>		<b>Enhanced Enforcement Fee</b>		<b>Administrative Fee</b>		
<b>Rate</b>	<b>Unit of Measure</b>	<b>Rate</b>	<b>Unit of Measure</b>	<b>Rate</b>	<b>Unit of Measure</b>	<b>Rate Renewals</b>	<b>Rate New/ Inspections</b>	<b>Unit of Measure</b>	
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day	-	\$22.00	\$149.00	License	
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom	-	\$17.00	\$149.00	License	
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.	-	\$22.00	\$149.00	License	
<b>Transit Service Enhancement Fee</b>			<b>Festival Facilitation, Service Enhancement Fee</b>		<b>Enhanced Enforcement Fee</b>		<b>Administrative Fee</b>		
<b>Rate</b>	<b>Unit of Measure</b>	<b>Rate</b>	<b>Unit of Measure</b>	<b>Rate</b>	<b>Unit of Measure</b>	<b>Rate Renewals</b>	<b>Rate New/ Inspections</b>	<b>Unit of Measure</b>	
Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Warehouse	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	\$22.00	\$149.00	License	
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	\$22.00	\$149.00	License	

For-Hire Ground Transportation Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$74.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License
Solicitor	\$10.50	Per Solicitor	\$2.50	Per Solicitor	-	-	\$74.00	\$74.00	License

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

**SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.**

**5.1 Direct Access Alarms**

\$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.  
\$50.00 Per year, per alarm for subsequent years or parts thereof.

**5.2 Contract Law Enforcement Services**

Police Officer (per employee, per hour - four hour minimum)	\$100.00
Holiday (per employee, per hour - four hour minimum)	\$200.00

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

**6.1 Copies.** Copies made at a city facility: \$.10 per page for black and white and \$1.00 for color\*. Double-sided copies shall be charged as two pages. *\*For police records requests, see Section 6.6.*

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

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

**6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2022).** In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

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

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

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products, together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (2)(a) (i) and(ii).

(b) An hourly charge under Subsection (2)(a) may not exceed the salary of the GRAMA coordinator in each affected department.

**6.5 Fee Waiver for Public Benefit.** The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

### **6.6 Requests for Police Records**

\$15.00 per police report/traffic accident report

\$25.00 per media transfer via USB drive or download

\$30.00 per video needing redaction for up to two (2) officers

\$50.00 per video needing redaction for up to three (3) officers

~~\$5.00 per printed color photograph~~

~~\$15.00 per fingerprinting request~~

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

**7.1 PURPOSE AND PHILOSOPHY.** Parking Services applies fees and fines through permitting and enforcement in order to regulate and maintain parking compliance. Paid parking and application of code and fees are imperative pieces of Transportation Demand Management. The parking department is maintained as an enterprise revenue fund. Additional revenues are allocated to capital improvement projects and maintenance to benefit the Old Town and historic residential districts.

**7.2 Fines for meter violations** are as follows:

First thru Fifth (1<sup>st</sup> - 5<sup>th</sup>) violation per registered owner(s):

Effective July 1, 2022  
\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:  
\$55.00 after 14 days;  
\$58.00 after 30 days;  
\$60.00 after 60 days

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

Effective July 1, 2022  
\$75.00 from the date of violation until fourteen (14) days following the violation, escalating to:  
\$80.00 after 14 days;  
\$85.00 after 30 days;  
\$90.00 after 60 days

**7.3 Fines for mobility-disabled space violations** are as follows:

Effective July 1, 2022  
\$300.00 from the date of violation until fourteen (14) days following the violation, escalating to:  
\$325.00 after 14 days;  
\$350.00 after 30 days;  
\$375.00 after 60 days

**7.4 Fines for time-limit parking violations** are as follows:

Effective July 1, 2022  
\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:  
\$55.00 after 14 days;  
\$58.00 after 30 days;  
\$60.00 after 60 days

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

Effective July 1, 2022  
\$60.00 from the date of violation until fourteen (14) days following the violation,

escalating to:  
\$65.00 after 14 days;  
\$70.00 after 30 days;  
\$75.00 after 60 days

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

Effective July 1, 2022  
\$75.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:  
\$80.00 after 14 days;  
\$85.00 after 30 days;  
\$90.00 after 60 days

**7.5 Fines for all other parking violations** are as follows:

Effective July 1, 2022  
\$60.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:  
\$65.00 after 14 days;  
\$70.00 after 30 days;  
\$75.00 after 60 days

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

Effective July 1, 2022  
\$60.00 from the date of violation until fourteen (14) days following the violation,  
escalating to:  
\$65.00 after 14 days;  
\$70.00 after 30 days;  
\$75.00 after 60 days

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

Effective July 1, 2022  
\$75.00 from the date of violation until fourteen (14) days following the  
violation, escalating to:  
\$80.00 after 14 days;  
\$85.00 after 30 days;  
\$90.00 after 60 days

**7.6 Parking Permits.**

China Bridge Parking Permits –Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is up to \$500.00 annually, up to \$250.00 if purchased after April 1<sup>st</sup> of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

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

Old Town Employee Parking Permit - \$30 per month Old Town employees with a Main Street area business address may apply for a monthly paid permit for \$30 per month. This permit allows for parking all hours (except where signed otherwise) in the China Bridge parking structure. This permit is non-transferrable and not a shareable permit. Quantities are limited with a first-come first-served basis. The permit is NOT valid during major events. Alternative parking locations maybe provided. Payments for this permit are automatically charged to the account holder until it is cancelled by the account holder.

Residential Business Permit – up to \$25.00 per day – businesses operating and requiring parking in residential permit zones including nightly rentals, landscaping, plumbing, etc. Replacement permit cost is \$20.00

**7.7 Special Event and Peak Day Parking Violations.** The City Manager or designee may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Special Event Permit. The fee for Special Event Meter Rates will not exceed \$60.00 per space per day. Fines for special event parking violations are \$200.00 from the date of violation until fourteen (14) days following the violation, escalating to:  
\$215.00 after 14 days;  
\$235.00 after 30 days;  
\$250.00 after 60 days

**7.8 Egregious Parking Violations** Certain types of parking violations may be warrant citations of a higher fine amount in order to deter future violations such as blocking traffic flow, bus lanes/stops, emergency access, etc. Citations for egregious violations are \$300.00 from the date of violation until fourteen (14) days following the violation, escalating to:  
\$315.00 after 14 days;  
\$335.00 after 30 days;  
\$350.00 after 60 days

**7.87.9 Tow and Storage Fees.** Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule. Vehicles relocated from/to City parking are subject to administrative/towing fees up to \$100.

**7.97.10 Immobilization Fee** \$50.00

**7.107.11 Fees for Special Use of Public Parking** are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9th St): Daily rate of \$20.00 per space

Swede Alley: Daily rate of \$15.00\_per space

Sandridge, South City Park, Residential Permit Zones: Monthly rate of \$25.00 per space

- a. Up to two spaces for vehicle parking with approved and active building permit (issued in concert with the Building Department): \$100.00
- b. Vehicle Permits: \$75.00 per space per month
- c. Dumpster or Equipment Permit: \$75.00 per space per month

Pay station removal for construction: \$1,000.00

Application Fee: \$50.00

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

**7.117.12 Garage and Surface Lot Parking Rates (Effective July 1, 2022):**

**Peak Season, December through April 15**

China Bridge:

Midnight - 8:00 a.m. – FREE, no hourly max  
 8:00 a.m. -6:00 p.m. \$1.00/hour, 5<sup>th</sup> hour \$30, no hourly max  
 6:00 p.m.-Midnight – \$3.00/hour, no hourly max  
 Hourly rate may be modified, and may not exceed \$4.00/hour  
 FREE for Main Street permit holders

Swede Alley, & Bob Wells Plaza:

Midnight - 8:00 a.m. – FREE, no hourly max  
 8:00 a.m. -5:00 p.m. \$1.00/hour, 4 hour max  
 5:00 p.m.-Midnight – \$4.00/hour, 4 hour max  
 Hourly rate may be modified, and may not exceed \$4.00/hour

Flagpole:

FREE for Main Street permit holders

North Marsac:

Midnight. - 8:00 a.m. – FREE, 24 hour max  
 8:00 a.m. -5:00 p.m. \$1.00/hour, 5<sup>th</sup> hour \$30, no hourly max  
 5:00 p.m.-Midnight – \$2.00/hour, 24 hour max  
 Hourly rate may be modified, and may not exceed \$3.00/hour

South Marsac:

FREE, 2 hour max

West Heber, between Main Street and Park Avenue:

FREE Load Zone, 2 hour max.  
 No Parking 2:00 a.m.-6:00 a.m.  
 5:00 p.m.-Midnight – \$5.00/hour, 3 hour max  
 Hourly rate may be modified, and may not exceed \$5.00/hour

Park Avenue:

Resident Permit Required – shared 2 hour free parking zone- resident permit exempt from visitor time limitation

East Heber, between Main Street and Swede Alley:

FREE Load Zone, 2 hour max.  
No Parking 2:00 a.m.-6:00 a.m.

Gateway top level:

FREE for Main Street permit holders

**Peak Season June through September**

China Bridge:

Midnight - 6:00 p.m. – FREE, no hourly max  
6:00 p.m.-Midnight – \$3.00/hour, no hourly max  
Hourly rate may be modified, and may not exceed \$4.00/hour  
FREE for Main Street permit holders

Swede Alley & Bob Wells Plaza:

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

Flagpole:

FREE for Main Street permit holders

North Marsac:

Midnight. - 5:00 p.m. – FREE, 24 hour max  
5:00 p.m.-Midnight – \$2.00/hour, 24 hour max  
Hourly rate may be modified, and may not exceed \$3.00/hour

South Marsac:

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

West Heber, between Main Street and Park Avenue:

FREE Load Zone, 2 hour max.  
No Parking 2:00 a.m.-6:00 a.m

Park Avenue

Resident Permit Required  
– Shared 2 hour free parking zone- resident permit exempt from visitor time limitation

East Heber, between Main Street and Swede Alley:

FREE Load Zone, 2 hour max.  
No Parking 2:00 a.m.-6:00 a.m.

Upper and Lower Sandridge:  
FREE, 24 hour max

Gateway top level:  
FREE for permit holders

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

China Bridge:  
Midnight – 6:00 p.m. – FREE, no hourly max  
6:00 p.m.-Midnight \$1.00/hour, no hourly max

Swede Alley. & Bob Wells Plaza:  
Midnight – 5:00 p.m. – FREE, 4 hour max  
5:00 p.m.-Midnight –\$3.00/hour, 4 hour max  
Hourly rate may be modified, and may not exceed \$3.00/hour

North Marsac:  
FREE, 24 hour max

Upper and Lower Sandridge  
FREE, 24 hour max

**7.127.13 Main Street and BrewPub Meter rates** are as follows (Effective July 1, 2022):

**Peak Season, June through September and December through April 15**

Midnight – 11:00 a.m. – FREE, no hourly max  
11:00 a.m.-5:00 p.m. –\$3.00/hour, 3 hour max  
Hourly rate may be modified, and may not exceed \$3.00/hour  
5:00 p.m.-Midnight –\$5.00/hour, 3 hour max  
Hourly rate may be modified, and may not exceed \$5.00/hour

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

Midnight – 11:00 a.m. – FREE, no hourly max  
11:00 a.m.-5:00 p.m. –\$2/hour, 3 hour max  
Hourly rate may be modified, and may not exceed \$2.00/hour  
5:00 p.m.-Midnight –\$3.00/hour, 3 hour max  
Hourly rate may be modified, and may not exceed \$4.00/hour

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

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

**7.137.14 Trailhead Parking Fees**

Bonanza Flat, Bloods Lake, Empire Pass, and “Y” Lot Trailhead Parking Areas  
Daily 5:00 p.m. – 8:00 a.m. – FREE, no hourly max  
Monday-Thursday 8:00 a.m. – 5:00 p.m. - \$5.00/hour  
Hourly rate may be modified, and may not exceed \$8.00/hour  
Friday, Saturday, Sunday and/or identified as high-demand days 8:00 a.m. –

5:00 p.m. - \$8.00/hour

Hourly rate may be modified and may not exceed \$8/hour

**7.147.15 Meter payment by cell phone:**

Users sign up for a free account. No less than one hour can be purchased. City pays the convenience fee charged by the service provider.

## **SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES**

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

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

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

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

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

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

**8.3.1 Area Resident Discount:** Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City may receive a discount on user fees for the PC MARC. The Golf Manager may also offer additional discounts to those people who reside within the Park City Municipal boundaries.

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

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

revenue.

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

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

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

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

8.3.5 Discounting Fees: The Recreation Director may, at their discretion, discount fees when:

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

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

8.3.7 Sliding Fee Scale: The purpose of this program is to provide both adult & youth residents of the Park City School District (PCSD) with the opportunity to apply for a reduced fee for certain recreation activities. The fee reduction is based on Summit County's Area Median Income (AMI) and the applicant's gross family income. The discounts range from 30 to 70% depending on Gross Family Income.

**Sliding Fee Scale**

	<b>Family Size</b>	
--	--------------------	--

<b>% of AMI</b>	<b>One</b>	<b>Two</b>	<b>Three</b>	<b>Four</b>	<b>Five</b>	<b>Six</b>
Below 30% AMI Receive 70% discount	Less than \$35,406 Gross Income (GI)	Less than \$40,464 GI	Less than \$45,522 GI	Less than \$50,580 GI	Less than \$54,626 GI	Less than \$58,673 GI
31% to 50% AMI Receive 50% discount	\$59,010	\$67,440	\$75,870	\$84,300	\$91,044	\$97,788
51% to 70% AMI Receive 30% discount	\$82,614	\$94,416	\$106,218	\$118,020	\$127,462	\$136,903

**8.4. PC MARC:**

8.4.1 PC MARC Fees

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

**Punch Passes**

Youth (3 to 17) 10 Punch  
Adult 10 Punch

**Resident**

\$35.00  
~~\$90.00~~ \$110.00

**Visitor**

\$70.00  
~~\$180.00~~ \$220.00

Senior & Military 10 Punch

~~\$80.00~~ \$90.00

\$160.00

Tennis and Pickleball Fees

**Court Fees**

Indoor Court

**Resident**

~~\$36.00~~ \$40.00

**Visitor**

~~\$72.00~~

Outdoor Court

\$16.00

\$80.00  
\$32.00

Youth Clinics Pre-Registration

45 Minute Clinic:

~~\$17.50/day~~ \$19.00/day

1.5 Hour Clinic: ~~\$30.00/day~~ \$33.00/day

Youth Clinic Drop-In

45 Minute Clinic: ~~\$23.00~~ \$25.00

1.5 Hour Clinic: ~~\$35.00~~ \$39.00

Other Tennis and Pickleball Fees

Private Lesson 1 Hour: ~~\$90.00~~ \$100.00

Private Lesson 1/2 hour: ~~\$50.00~~ \$55.00

Semi Private Lesson 1 hour (Per person max 2) ~~\$48.00~~ \$53.00

Group of 3 (Per person): ~~\$38.00~~ \$42.00

Group of 4 (Per person): ~~\$33.00~~ \$36.00

Adult Clinic 1 hour: ~~\$20.00~~ \$22.00

Adult Clinic 1.5 hours: ~~\$30.00~~ \$33.00

Ball Machine per hour: ~~\$14.00~~ \$15.00

Indoor Tennis Courts Non-Athletic (Daily):\$3,000.00  
 Outdoor (Professional/Group Fee) Court Fee

~~\$32/hr~~  
\$35.00

<b>Daily Drop-In</b>	<b>Resident</b>	<b>Visitor</b>
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$5	\$10
Adult	<del>\$10</del> <u>\$12</u>	<del>\$20</del> <u>\$24</u>
Senior 65+ & Military	<del>\$9</del> <u>\$10</u>	\$18

~~Insurance Drop-In Class Fee~~      \$9.00

Facility Passes:

**Individual Resident Rate**

<b>Term</b>	<b>Facility Rate</b>	<b>Class Add On</b>	<b>Total</b>
1 Month	<del>\$55</del> <u>\$60</u>	\$30	<del>\$85</del> <u>\$90</u>
3 Month	<del>\$150</del> <u>\$165</u>	\$82	<del>\$232</del> <u>\$247</u>
6 Month	<del>\$270</del> <u>\$300</u>	\$151	<del>\$421</del> <u>\$451</u>
12 Month	<del>\$492</del> <u>\$550</u>	\$279	<del>\$771</del> <u>\$829</u>

**Individual Visitor Rate**

<b>Term</b>	<b>Facility Rate</b>	<b>Class Add On</b>	<b>Total</b>
1 Month	<del>\$100</del> <u>\$120</u>	<del>\$50</del> <u>\$60</u>	<del>\$150</del> <u>\$180</u>

**Senior 65+ & Military Individual Rate**

<b>Term</b>	<b>Facility Rate</b>	<b>Class Add On</b>	<b>Total</b>
1 Month	<del>\$50</del> <u>\$55</u>	\$30	<del>\$80</del> <u>\$85</u>
3 Month	<del>\$135</del> <u>\$150</u>	\$82	<del>\$217</del> <u>\$232</u>
6 Month	<del>\$248</del> <u>\$275</u>	\$151	<del>\$399</del> <u>\$426</u>
12 Month	<del>\$453</del> <u>\$500</u>	\$279	<del>\$732</del> <u>\$779</u>

**PC MARC Racquet Sports Passes- Resident Only**

<b>Term</b>	<b>Single</b>
<del>1 Month</del>	<del>\$242</del>
<del>3 Month</del>	<del>\$572</del>
6 Month	<del>\$935</del> <u>\$1,029</u>
12 Month	<del>\$1,463</del> <u>\$1,609</u>

<b>Gymnasium</b>	<b>Resident</b>	<b>Visitor</b>
Full Gym Hourly	<del>\$65</del> <u>\$70</u>	<del>\$140</del> <u>\$150</u>

Half Gym Hourly	<del>\$35</del> <u>\$40</u>	<del>\$80</del> <u>\$85</u>
Daily Full Gym 10 hrs max	<del>\$400</del> <u>\$450</u>	<del>\$800</del> <u>\$850</u>
<b>Fitness Studios</b>	<del>\$70</del> <u>\$35.00</u> Hourly Resident	<del>\$140.00</del> Hourly Non-Resident <u>\$75</u> Hourly Visitor

Other Fees

<del>Non-Contract Personal Training</del>	<del>\$60.00</del> per hour
Personal Training Daily Fee	\$25.00 per session
Personal Training Monthly Fee	\$440.00 per month
Personal Training Annual Fee	\$4,400.00 per year
Birthday Party per hour	\$130
Party Room per hour	\$100
Inflatable Set Up Fee	\$100
Pool Per Hour	<del>\$200</del> <u>\$350.00</u> plus guards <u>Includes Guards</u>

**8.5 GOLF FEES.** The Park City Municipal Golf Course is an 18-hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, proof of residency must be presented to the golf starter. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees to encourage use of the course when playing conditions are less than optimum.

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

**18 Holes**

Green Fee (Non-resident)	<del>\$90.00</del> <u>\$100</u>
Green Fee (Resident Rate)*	<del>\$45.00</del> <u>\$50</u>
Green Fee (Military Rate)	<del>\$45.00</del> <u>\$50</u>
Off-Season Green Fee (Non-resident)	<del>\$50.00</del> <u>\$55</u>
Off-Season Green Fee (Resident Rate)*	<del>\$36.00</del> <u>\$40</u>
Off-Season Green Fee (Military Rate)	<del>\$36.00</del> <u>\$40</u>
Advanced Booking	<del>\$125.00</del> <u>\$135</u>

**9 Holes**

Green Fee (Non-resident)	<del>\$45.00</del> <u>\$47.50</u>
Green Fee (Resident Rate)*	<del>\$22.50</del> <u>\$25</u>
Green Fee (Military Rate)	<del>\$22.50</del> <u>\$25</u>
Off-Season Green Fee (Non-resident)	<del>\$25.00</del> <u>\$27.50</u>
Off-Season Green Fee (Resident Rate)*	<del>\$18.00</del> <u>\$20</u>
Off-Season Green Fee (Military Rate)	<del>\$18.00</del> <u>\$20</u>

**Passes**

Resident Season Pass*	<del>\$1,350.00</del> <u>\$1,500</u>
Corporate Season Pass	<del>\$3,400.00</del> <u>\$3,500</u>

Jr. Season Pass	<del>\$425.00</del> \$600
Resident Punch Pass (5 18-hole or 10 9-hole rounds)*	<del>\$200.00</del> \$225
Area Punch Pass (5 18-hole or 10 9-hole rounds)†	<del>\$300.00</del> \$325
Sr. Punch Pass (10 18-hole or 20 9-hole rounds)	<del>\$600.00</del> \$650
Season Cart Pass	<del>\$600.00</del> \$660
Employee Punch Pass	\$225.00
Employee Family Punch Pass	\$360.00

**Rental Fees**

Cart Fee 18 Holes	<del>\$20.00</del> \$22
Cart Fee 9 Holes	<del>\$10.00</del> \$11
Rental Clubs	<del>\$70.00</del> \$75
Range Small Bucket	\$6.00
Range Large Bucket	\$12.00

**Evening Rates**

Pre-Twilight (after 6:00 pm)	<del>\$20.00</del> Discontinue
Twilight (after 7:00 pm)	\$15.00

\*Available only to those people who reside within the Park City Municipal boundaries; golf association members will be offered the resident green fee rate during league play

†Available to those people who reside within the Park City School District and golf association members

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

Non-Resident Card Fees

Household	\$40.00 per year
Non-Resident Card Fees - Household (6 months)	\$20.00
Students residing in Summit County	Free
Educators in Park City School District	Free

**8.7. CEMETERY FEES.**

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	N/A
Opening and closing adult grave	\$900.00	\$1,000
Removal of adult from one grave to another within cemetery	\$1,500.00	\$1,500.00
Removal of infant from one grave to another within cemetery	\$1,000.00	\$1,000.00
Removal of adult for interment outside cemetery	\$1,500.00	\$1,500.00
Removal of infant for interment outside cemetery	\$550.00	\$550.00
Additional charge for after hour burials including Saturdays, holidays, weekends	\$300.00	\$400.00
Interment of cremated remains	\$250.00	N/A
Monument grave marker maintenance	\$150.00	\$150.00
Memorial Wall plaque space	\$250.00	\$550.00
Cremation Garden:		
Companion Premium Post	<del>\$600.00</del> <u>\$650.00</u>	
Companion Peak Marker	<del>\$1,150.00</del> <u>\$1,200.00</u>	
Companion Boulder	<del>\$1,530.00</del> <u>\$1,600.00</u>	
<del>Family Bench</del>	<del>\$1,215.00</del>	
Individual Premium Post	<del>\$470</del> <u>\$500.00</u>	
Individual Peak Marker	<del>\$600.00</del> <u>\$650.00</u>	
Family Pedestal without top	<del>\$1,300.00</del> <u>\$1,350.00</u>	
Family Pedestal with top	\$2,000.00	
Opening and Closing	\$250.00	

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

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

Rotary, South-End of City Park Jack Green  
Bandstand Pavilions

Half Day

Full Day

Residents within Park City School District

~~\$85.00~~\$90.00

~~\$150~~\$155.00

Non-residents/commercial

~~\$170~~\$155.00

~~\$300~~\$310.00

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

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

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

Miners Hospital 3 <sup>rd</sup> Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basement	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

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

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

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

Notes:

All fees are due no less than two weeks in advance of the rental.

A \$65.00 cleaning fee is required on all rentals.

A \$500.00 damage deposit is required on all rentals, which is refundable if the facility is left in satisfactory condition.

**8.10. PARK CITY LIBRARY ROOM RENTAL RATES**

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

- Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.
- Group 2: Activities during Library hours which are open for public participation but charge a fee for entry or activities which are closed to the public.
- Group 3: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees
- Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.
- Dark Days: Applicable to the Jim Santy Auditorium only. A dark day is when a theater is closed to the public and there are no performances or use of the space, but there is equipment set up for a future performance. This is only available to the group whose equipment is in the auditorium.

Location	Room	Occ.	Group 1	Group 2	Group 3	Non-Cleaning Fine
Library 1 <sup>st</sup> Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 <sup>st</sup> Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 <sup>st</sup> Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 <sup>nd</sup> Floor	Study Rooms 1 - 8	3 - 6	Free	Free (Unavailable outside library hours)	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 <sup>nd</sup> Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 <sup>nd</sup> Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 <sup>nd</sup> Floor	South Conference Room	12	Free	\$20/Hour	\$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 <sup>rd</sup> Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 <sup>rd</sup> Floor	Jim Santy Auditorium	424	Free (Dark Day: One free day, then \$200/day)	\$95/Hour (Dark Day: \$300/day)	\$200/Hour (Dark Day; \$600)	\$50/hour, \$100 minimum
Library 3 <sup>rd</sup> Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum

## Santy Technology Fees:

### Projection Fees:

Users must hire a third-party approved projectionist for use of auditorium technology (projection, lights, microphones). Projectionists have their own fee scale. Users pay projectionists directly. A list of approved projectionists is available upon request.

#### Notes:

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

**SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.**

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

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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*\*discount for pre-registration*

Public Skate – 5 years & under	Free	Free
Public Skate – youth & adult	\$7.00	\$14.00
Cheap Skate (includes skate rental)	\$7.00	\$14.00
Group Rates (20+) includes skate rental	\$7.00	\$14.00
School Rate – includes skate rental	\$7.00	\$14.00
Skate Rental	\$4.00	\$4.00
Stick & Puck	<del>\$9.50</del> <u>10.50</u>	<del>\$9.50</del> <u>10.50</u>
Drop-in Hockey	<del>\$12.00</del> <u>13.00</u>	<del>\$12.00</del> <u>13.00</u>
Coached Drop-in Hockey	<del>\$14.00</del> <u>15.00</u>	<del>\$14.00</del> <u>15.00</u>
Freestyle* <u>Early Registration</u>	<del>\$10.50</del> <u>11.00</u>	<del>\$10.50</del> <u>11.00</u>
<u>Freestyle* -Late Registration</u>	<u>\$16.00</u>	<u>\$16.00</u>
Drop-in Curling	\$260.00/lane	\$280.00/lane
Off-Ice Programming: Strength & Conditioning, Ballet*	<del>\$5.00- 12.00</del> <u>\$12.00</u>	<del>\$5.00-</del> <u>\$12.00</u>
Visiting Coach Fee	\$16.00	\$16.00
Invited Coach Fee	\$10.00	\$10.00

*\*Freestyle session fees are based on a 30 skater capacity. For more advanced sessions that require fewer skaters on the ice, fees may be adjusted to reflect the smaller group size and enhanced training space.*

Annual Passes

Bronze (Public Skate): (Includes Skate Rental)	\$300.00
Hourly Ice	
Local Rate, Not-for-Profit (Summit or Wasatch County Resident)	<del>\$245.00</del> <u>\$255.00</u>
Non-Resident, Not-for-Profit	<del>\$300.00</del> <u>\$350.00</u>
Camp	<del>\$320.00</del> <u>\$350.00</u>

For-profit ~~\$465.00~~\$500.00

\*Organizations who provide a certificate of insurance listing PCMC as additionally insured and are a 501(c)3 organization can receive a tax-free rate.

Room Rental

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

Birthday Parties

Birthday Party Package ~~\$185.00~~\$200.00  
 Instructor \$50/per 30 minutes

Event Fees

Rentals 1-50 people \$50  
 Rentals 51-100 people \$100  
  
 Rentals 101+ people \$200  
 Bleachers \$200/day  
 Catering Fee \$150  
 Scheduling Impact Fee \$150  
 Overnight Rental Staffing \$100/hour per employee

Skate Services

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

Hockey Skate Sharpening ~~\$10.00~~\$12.00  
 Figure Skate Sharpening ~~\$12.00~~\$14.00  
 Custom Radius \$30.00  
 Figure Skate Sealing \$30.00  
 Rivets Replacements \$2.50 (ea.)  
 Figure Skate Blade Mounting (per pair) \$25.00  
 Skate Fitting (without purchase) \$20.00

<u>Locker Rental (Annual Fee)</u>	<u>First Floor</u>	<u>Second Floor</u>
Regular Locker	<del>\$185.00</del> <u>\$200.00</u>	<del>\$135.00</del> <u>\$150.00</u>
Large Locker	<del>\$215.00</del> <u>\$230.00</u>	<del>\$165.00</del> <u>\$180.00</u>

Gate Fees

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

Advertising Fees and Sponsorship Fees

Dasher Board Ads \$1,600  
 Wall Banners \$2,500  
 Glass Decals \$400

Program Sponsorship  
Information Screen

Varies by program  
\$150/month

- 9.2. Cost Recovery: It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Ice Arena through sources of revenue other than taxes (see Section 8.2 above).
- 9.3. Recreation Program and Pass Fees: The Park City Ice Arena offers a variety of organized programs and passes. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis.
- 9.4. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

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

- 9.5. Discounting Fees: The Ice Arena Manager may discount fees when:
- a. Offering special promotions designed to increase use.
  - b. Trying to fill non-prime time.
  - c. Introducing new programs or activities.
  - d. Playing conditions are below standard due to weather or facility disrepair.
- 9.6. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at their discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

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

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

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

Field/Venue	Resident Fees		Visitor Fees	
	Hourly	Full Day	Hourly	Full Day
City Park Grass Field	\$60	\$300	\$120	\$600
City Park Softball Field	\$60	\$300	\$120	\$600
City Park Volleyball Court	\$30	\$150	\$50	\$250
North 40 Grass Field North	\$60	\$300	\$120	\$600
North 40 Grass Field South	\$60	\$300	\$120	\$600
North 40 Full Complex		\$420		\$840
PCHS Dozier Field	\$100	\$500	\$200	\$1,000
PCHS Baseball Field	\$60	\$300	\$120	\$600
PCHS Softball Field	\$60	\$300	\$120	\$600
PCHS Little League Field	\$60	\$300	\$120	\$600
PCHS Ball Fields Complex		\$630		\$1,260
<del>TMMS Pony Field</del>	<del>\$60</del>	<del>\$300</del>	<del>\$120</del>	<del>\$600</del>
<del>TMMS Little League South</del>	<del>\$60</del>	<del>\$300</del>	<del>\$120</del>	<del>\$600</del>
<del>TMMS Little League Admin</del>	<del>\$60</del>	<del>\$300</del>	<del>\$120</del>	<del>\$600</del>
<del>TMMS Grass Field</del>	<del>\$60</del>	<del>\$300</del>	<del>\$120</del>	<del>\$600</del>
<del>TMMS Full Complex</del>		<del>\$630</del>		<del>\$1,260</del>
PCSC Stadium Grass Field	\$60	\$300	\$120	\$600
PCSC Stadium Softball Field	\$60	\$300	\$120	\$600
PCSC Field D Multi-Purpose	\$60	\$300	\$120	\$600
PCSC Turf Field Multi-Purpose	\$100	\$500	\$200	\$1,000
PCSC Full Complex		\$980		\$1,960
<u>PCSC Dirt Parking Lot</u>		<u>\$50</u>		
	<b>Per-Day</b>	<b>3-Month Season</b>	<b>Per-Day</b>	<b>3-Month Season</b>
<b>Commercial Use of Outdoor Rec Facility (non-exclusive)</b>	<b>\$60</b>	<b>\$300</b>	<b>\$80</b>	<b>\$500</b>

Youth ~~Stakeholder-User Group~~ Fee \$275.00/team per season  
 Adult ~~Stakeholder-User Group~~ Fee \$325.00/team per season  
 Additional Restroom Cleaning \$50.00  
 Field Prep (Softball/Baseball) \$100.00 Field Set

<u>Field Set</u> Up (Lacrosse, Soccer, Football)	\$383.00
Field Lights - PCSC & City Park	\$25.00/hr.
Baseball Fence	\$45.00 /field
Outfield Vinyl Fencing one week of use	\$337.00 /field
Concession Stand Fee	\$25.00/use
<u>Non- Athletic Surcharge</u>	<u>\$300/day/field</u>

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

10.1	<u>Fee for in lieu of providing public parking</u>	\$40,000.00 per stall
10.2	<u>Returned Check Charge:</u>	\$25.00
10.3	<u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	\$800.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	\$201.00
10.5	<u>Banner Installation</u>	
	Street Banner Installation-entire Main	\$1,116.70
	Street Banner Installation-every other Main	\$893.10
	Street Banner Installation-every 3rd	\$669.50
	Street banner Installation- Roundabout	\$450.65
	Street Banner Installation- Kearns (Includes state permit, barricades and signage, required during install)	\$2,013.00
	Street Banner Removal- Kearns	\$1,515.00
10.6	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl. operator)	\$105.05
	Pavilion Cleaning	\$225.00
	Extra Trash Cans	\$10.00
	Trash Bags	\$2.10
10.7	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$100.00
	Holiday (per employee, per hour - four hour minimum)	\$200.00
	Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
	Mobile Command Trailer (each additional day)	\$100.00
10.8	<u>Parking Reservation Fees (Parking Department)</u>	
	Application Fee	\$22.25
	Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
	Swede Alley Parking Space (per space, per day)	\$13.25
10.9	<u>Barricades (cost per barricade)</u>	
	Crowd Control Barricades	\$10.00
	Portable Electronic Sign/Message Board (per day)	\$200.20
	Temporary Signs (each)	\$25.00
	Street Barricades (per day/per barricade)	\$1.50
	Vertical Panels	\$1.55
	Delineators	\$1.55
	Type 3 Barricade	\$4.00
	Arrow Board	\$125.00
	Flagging (per person/per hours)	\$85.00

10.10 <u>Dumpsters</u>	
8 Yard (delivery + haul off fee)	\$460.00
30 yard (delivery + haul off fee)	\$750.00
Landfill fee for 30 yard dumpster (per ton)	\$55.00

10.11 Streets Equipment and Materials Equipment (2

hour min. - billable rate is portal to portal, cost includes operator, fuel, maintenance)	
Large Loader (per hour, 1 staff)	\$192.98
Small Loader (per hour, 1 staff)	\$134.55
Street Mechanical Sweeper (per hour, 1 staff)	\$281.62
Heavy Duty Vactor Truck (IDDE, Haz spills)	\$292.40
Unimog Snowplow (per hour, 1 staff)	\$165.22
Loader with Blower (per hour, 1 staff)	\$408.88
1 Ton Truck with dump (per hour, 1 staff)	\$101.27
2 Ton Truck with dump (per hour, 1 staff)	\$161.85
Bucket Truck (per hour, 2 staff)	\$220.01
Tandem Axle Trailer (per hour)	\$44.00
Skid Steer (Cat 262 - per hour, 1 staff)	\$104.53
Add Grinder	\$14.21
Add Snow Blower	\$11.88
Backhoe (per hour, 2 staff)	\$184.67
Air Compressor (per hour, 1 staff)	\$78.54
Graffiti Truck (per hour, 1 staff)	\$140.35

10.12 Materials

Salt (per ton)	\$74.25
Road base (per ton)	\$29.70
Sand (per ton)	\$26.40
Cold Patch (per ton)	\$149.66
Hot Mix (per ton)	\$110.47

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

Parks Department (PCMC Parks employee)	\$46.20
Streets Department (Streets employee)	\$46.20
Special Events Department (staff)	\$50.70
Cleaning Labor – restrooms, buildings and other (contract labor)	\$72.00

10.14 Special Event Application Fee (Processing and Analysis)

Level Five Event	\$10,376
Level Four Event	\$3,836
Level Three Event	\$1,810
Level Two Event	\$976
Level One Event	\$820
Community Identifying Event	10% of fees listed above
First Amendment Event	\$ 40.00
Film Permit Application Fee	\$ 80.00

As according to section 4A-2-11, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events

Department prior to the application deadlines as outlined in the municipal code.

10.15 Trail Use Fees

**Event Participation ‘Caps’**

Event participation numbers may be ‘capped’ at the following unless approval from City Council is provided.

Running/Snowshoeing	500
Biking	350
Triathlon	350
Cross Country Skiing	350
OTHER	TBD

**Trail Use Fee and Deposit Schedule**

ACTIVITY	NUMBERS	LOCAL NON-PROFIT	OUT OF AREA NON-PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT	DEPOSIT
Mountain Biking	30-350	1% x \$200 x number of participants	2% x \$200 x number of participants	1.5% x \$200 x number of participants	3% x \$200 x number of participants	TBD
Cross Country Skiing*	30-350	.5% x \$200 x number of participants	1% x \$200 x number of participants	1% x \$200 x number of participants	1.5% x \$200 x number of participants	TBD
Triathlon*	30-350	1.5% x \$200 x number of participants	2.5% x \$200 x number of participants	2% x \$200 x number of participants	3.5% x \$200 x number of participants	TBD
Running/Walking/Snow shoe*	30-500	.5% x \$200 x number of participants	1% x \$200 x number of participants	1% x \$200 x number of participants	1.5% x \$200 x number of participants	TBD
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add \$3.00/participant in addition to fees provided below.

Cost per trail maintenance/mile \$200.

\*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$35.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.

10.16 Credit Card Transaction Fees

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

## **SECTION 11. MUNICIPAL ELECTION FEES**

**11.1** Fees for municipal elections are as follows:

\$150.00 Mayoral filing fee\*

\$100.00 Council filing fee\*

\*Fees are waived for candidates who prefer to collect 100 signatures of Park City registered voters.

# ADVANCING COMMUNITY HEALTH IN SUMMIT COUNTY DATA, PARTNERSHIP, AND IMPACT

*CHA & CHIP from Data to Action*



A healthier community for all.

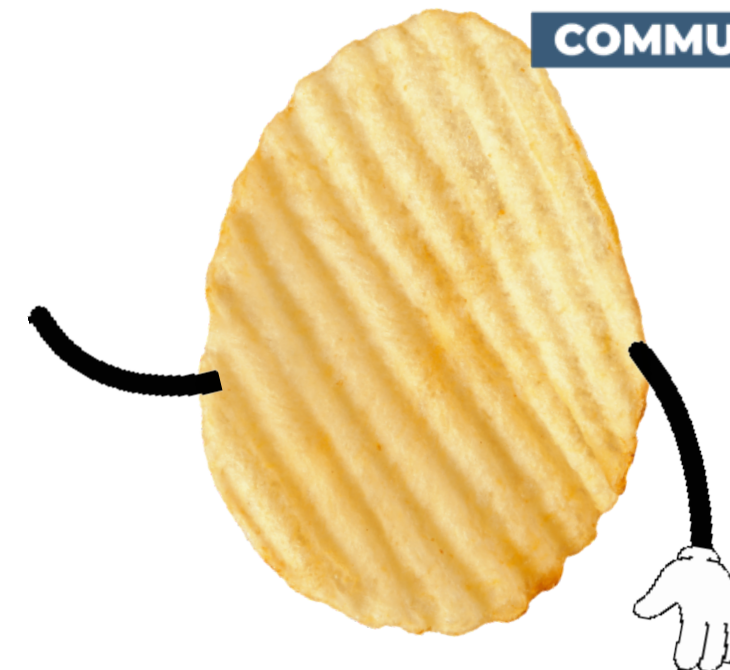
NANCY PORTER, EPIDEMIOLOGIST  
KENDRA BABITZ, DEPUTY HEALTH DIRECTOR



SUMMIT COUNTY - UTAH

# BACKGROUND

Over the past two years, the Health Department has led the development of Summit County's first comprehensive Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP), establishing a data-driven and community-informed roadmap for improving health across the county.



# Community Health Assessment (CHA)

**What it is:** A comprehensive review of community health conditions and priorities

- Conducted by local health departments about every 5 years
- Uses data and community input to understand health needs
- Findings identify key issues affecting community health

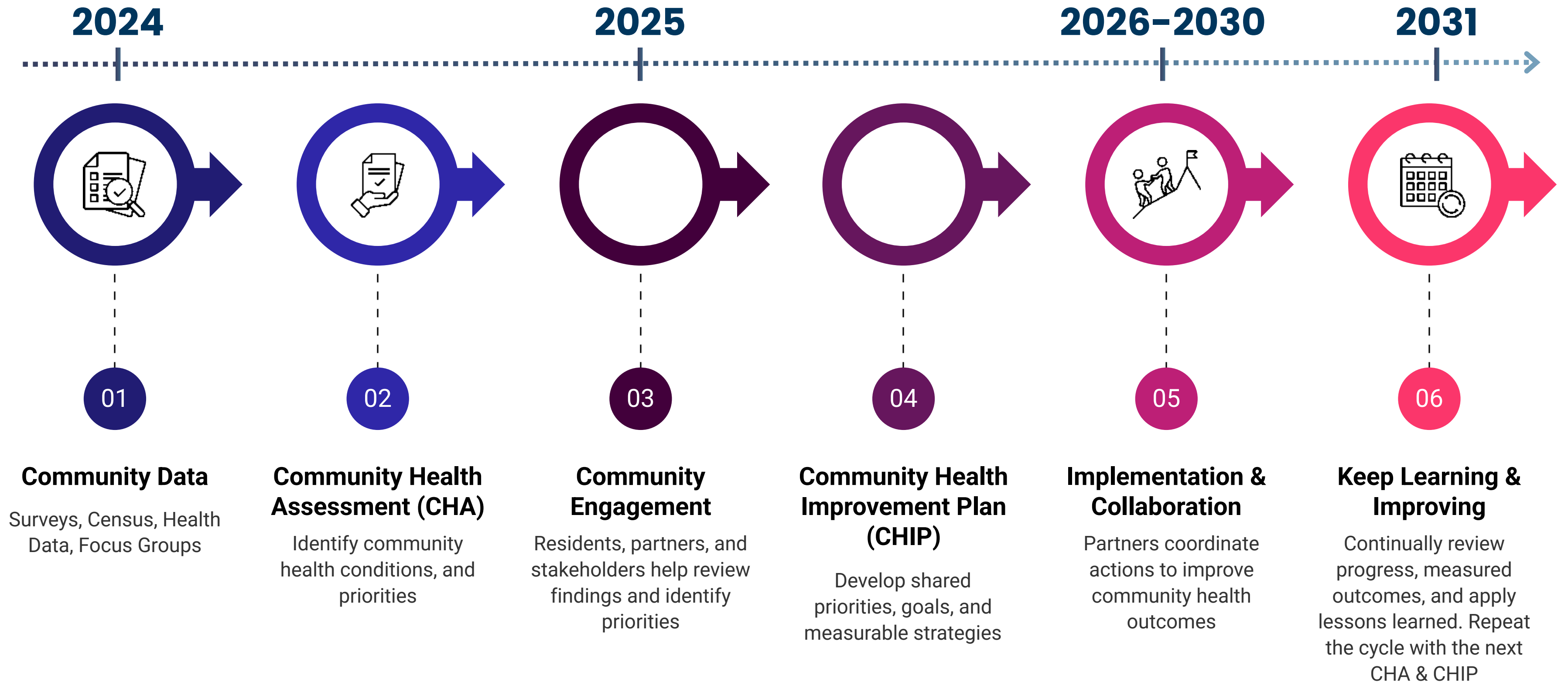
# Community Health Improvement Plan (CHIP)

**What it is:** A 5-year strategic plan to address priority health issues in the community

- Data-driven and informed by community input
- Aligns partners and coordinates community efforts
- Focuses on upstream conditions that influence health long before medical care is needed



# CHA → CHIP PROCESS & TIMELINE



# 2024 COMMUNITY HEALTH ASSESSMENT

## Why We Conducted the CHA

- Understand the health conditions affecting Summit County
- Identify priority issues impacting residents
- Use data and community input to guide action

## How We Gathered Information

- Census and health surveillance data
- Environmental and economic indicators
- Countywide survey (1,700+ residents)
- Focus groups and qualitative responses



# COMMUNITY SURVEY

## Community Survey Snapshot

- 1,700+ residents | 42 questions | 20+ outreach events
- Online, mail, and in-person recruitment
- Statistically representative sample across key demographics
- Community voices directly informed the assessment findings



# WHAT MAKES SUMMIT COUNTY HEALTHY

## Top Factors Identified by Residents

- Access to parks, trails, and outdoor recreation
- Safe neighborhoods
- Clean environment
- A place to raise children
- Access to healthcare

Community Factors that Make Summit County a Healthy Community				
Community Factors	All	Park City	South Summit	North Summit
Access to Parks/Trails and Outdoor Recreation	1 <sup>st</sup>	1 <sup>st</sup>	1 <sup>st</sup>	4 <sup>th</sup>
Crime Rate/Safe Neighborhoods	2 <sup>nd</sup>	2 <sup>nd</sup>	2 <sup>nd</sup>	2 <sup>nd</sup>
Clean Environment	3 <sup>rd</sup>	3 <sup>rd</sup>	3 <sup>rd</sup>	3 <sup>rd</sup>
Place to Raise Children	4 <sup>th</sup>	4 <sup>th</sup>	4 <sup>th</sup>	1 <sup>st</sup>
Access to Healthcare (e.g., Family Doctor)	5 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	5 <sup>th</sup>
Bike Paths	6 <sup>th</sup>	7 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>
Access to Indoor Recreational Facilities	7 <sup>th</sup>	8 <sup>th</sup>	5 <sup>th</sup>	13 <sup>th</sup>
Transportation Options, Including Public Transit	8 <sup>th</sup>	6 <sup>th</sup>	10 <sup>th</sup>	18 <sup>th</sup>
Healthy Food Options	9 <sup>th</sup>	9 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>
Affordable Healthcare	10 <sup>th</sup>	12 <sup>th</sup>	13 <sup>th</sup>	10 <sup>th</sup>

# AREAS RESIDENTS SAY NEED IMPROVEMENT

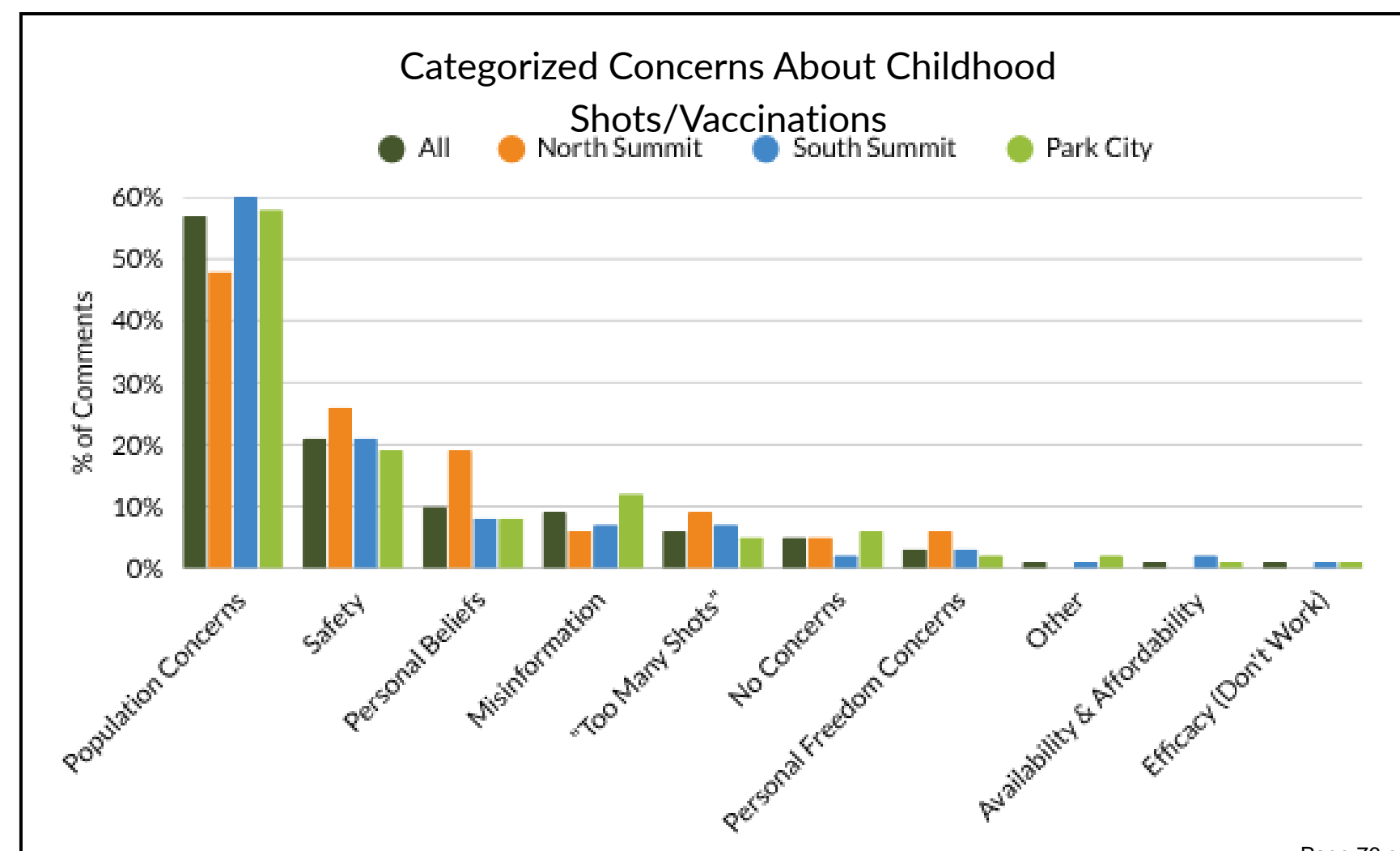
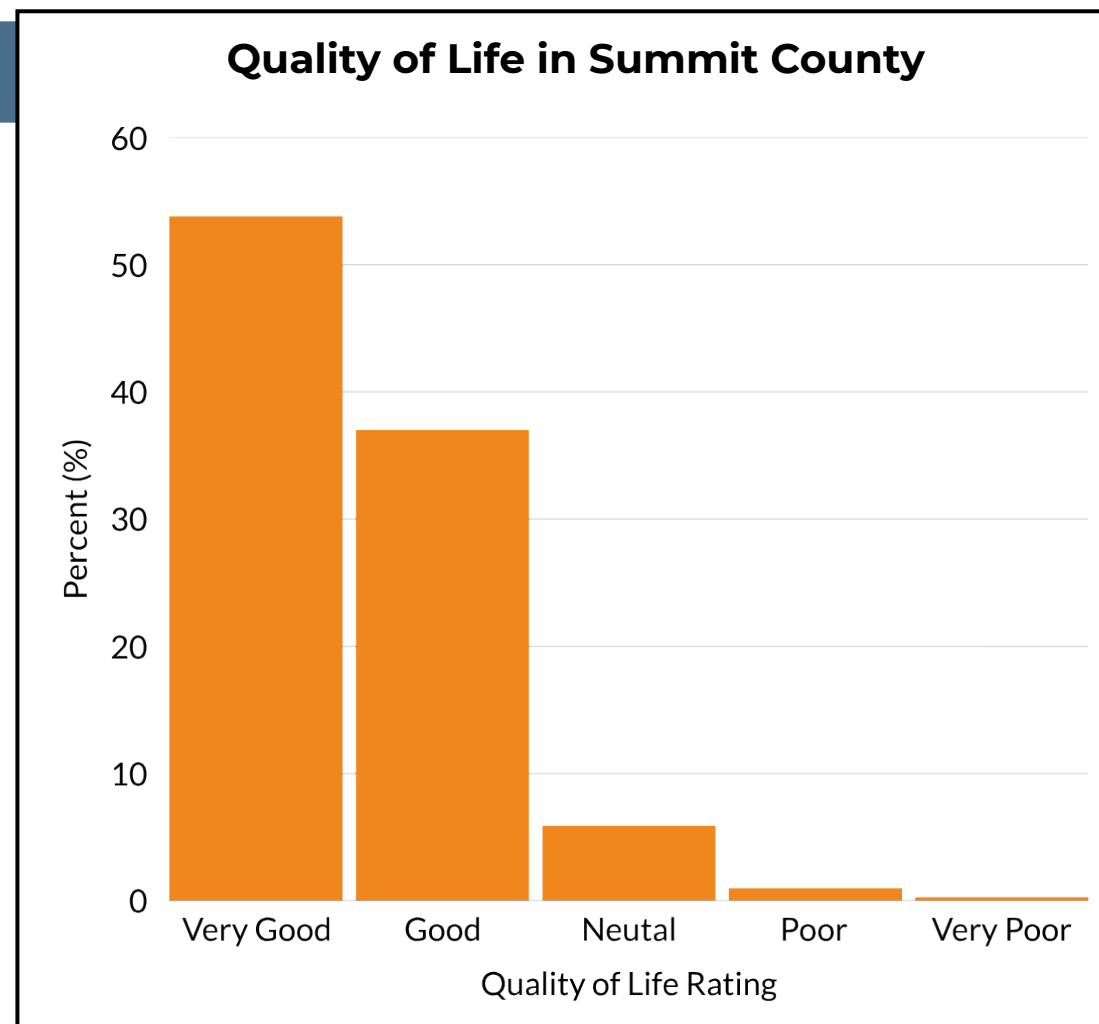
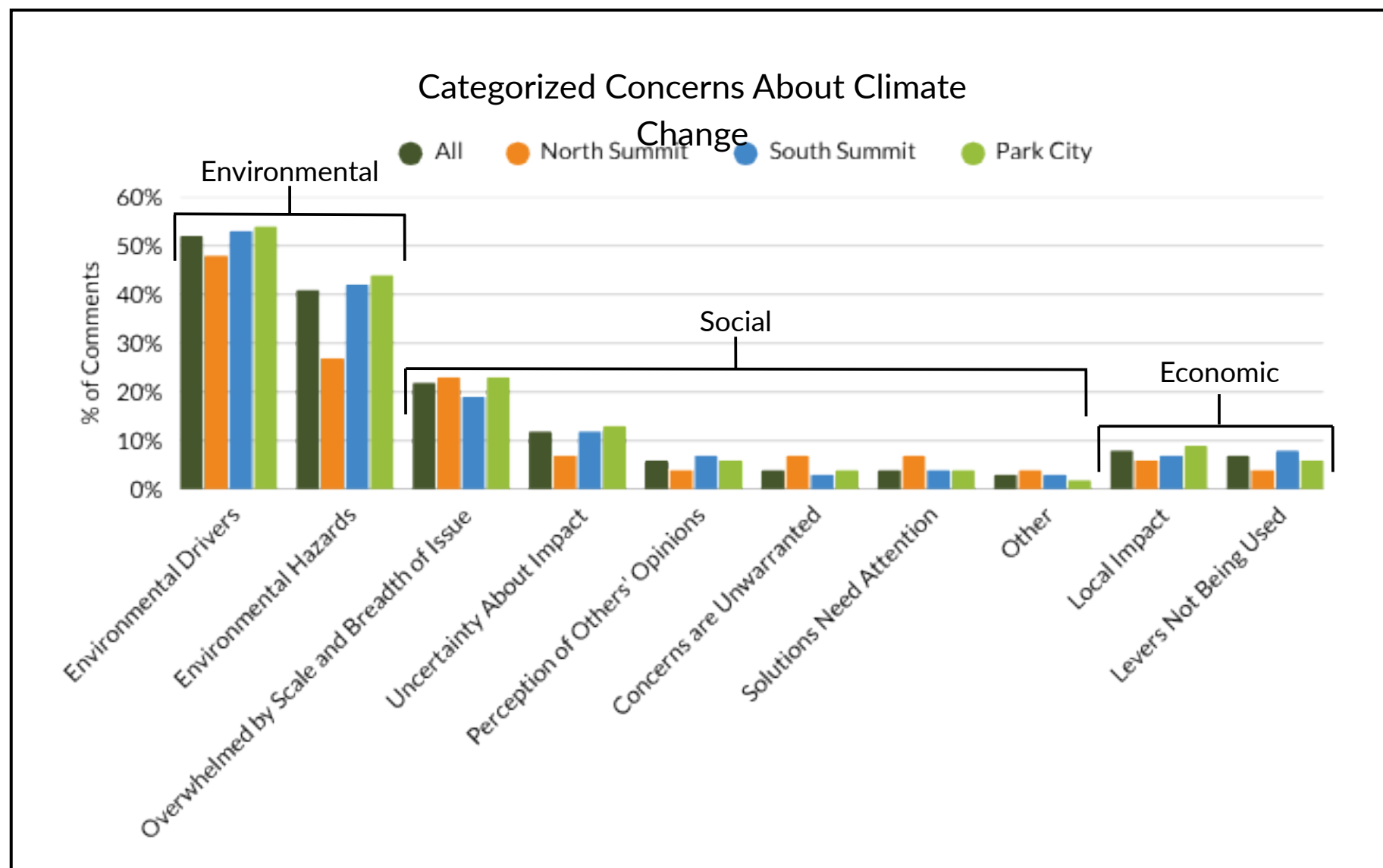
## Top Factors Identified by Residents

- Affordable housing
- Elder care options
- Affordable food
- Childcare
- Transportation options

Community Factors that Need Improvement in Summit County				
Community Factors	All	Park City	South Summit	North Summit
Affordable Housing	1 <sup>st</sup>	1 <sup>st</sup>	1 <sup>st</sup>	1 <sup>st</sup>
Elder Care Options	2 <sup>nd</sup>	2 <sup>nd</sup>	2 <sup>nd</sup>	3 <sup>rd</sup> *
Affordable Food Options	3 <sup>rd</sup>	4 <sup>th</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>
Childcare	4 <sup>th</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	7 <sup>th</sup>
Transportation Options, Including Public Transit	5 <sup>th</sup>	7 <sup>th</sup>	5 <sup>th</sup>	3 <sup>rd</sup> *
Road Maintenance and Safety	6 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	6 <sup>th</sup>
Affordable Healthcare	7 <sup>th</sup>	6 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>
Number of Healthcare Providers	8 <sup>th</sup>	8 <sup>th</sup>	10 <sup>th</sup> *	10 <sup>th</sup>
Availability of Employment	9 <sup>th</sup>	12 <sup>th</sup>	9 <sup>th</sup>	8 <sup>th</sup>
Healthy Food Options	10 <sup>th</sup>	11 <sup>th</sup>	10 <sup>th</sup> *	11 <sup>th</sup>
Access to Indoor Recreational Facilities	11 <sup>th</sup>	14 <sup>th</sup>	13 <sup>th</sup>	3 <sup>rd</sup> *

**These issues reflect broader drivers of health beyond medical care.**

# CHA RESULTS TO NOTE



# COMMUNITY HEALTH IMPROVEMENT PLAN (CHIP)

**From Data to Action – the CHIP translates CHA findings into action**

**CHA → identifies needs**

**CHIP → guides action**

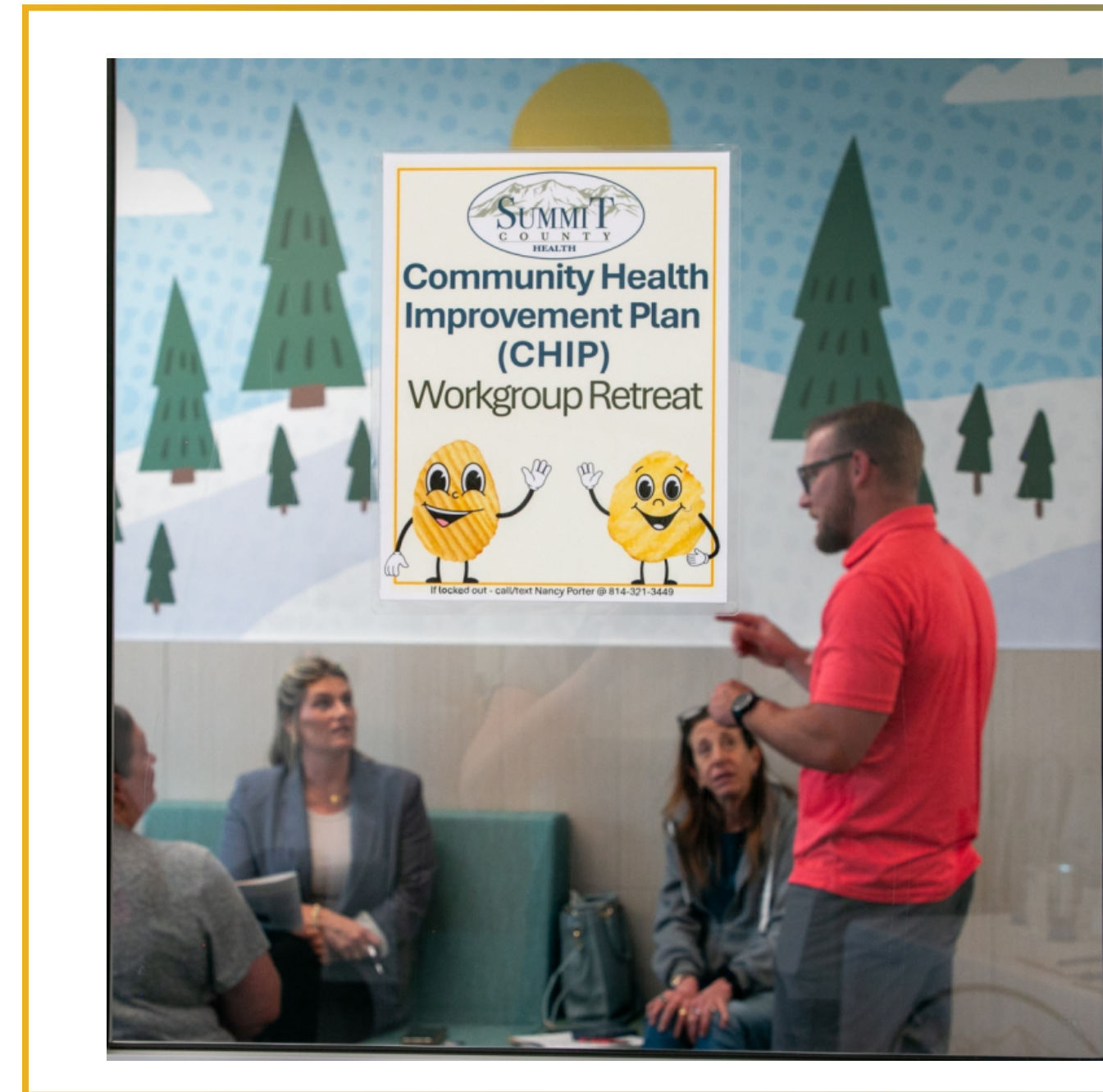
**The plan establishes:**

- Shared community priorities
- Measurable goals
- Coordinated strategies across partners

**Focus on the root causes of health**

**Community-Led Process:**

**→ Community Partners Helped Set the Direction**



# DATA INFORMED & COMMUNITY DRIVEN



# GUIDED BY COMMUNITY VOICES

- A 2-day facilitated workgroup brought together 40 cross-sector partners from health care, education, transportation, social services, environment, and local government
- External facilitation removed staff bias and positioned the Health Department as a partner rather than an authority
- Structured decision-making ensured equitable representation and that every voice was heard
- Community partners helped define priorities, not just endorse them



# CHIP PRIORITIES (2026–2030)

## PRIORITY 1

### Strengthen Partnerships to Impact Community Health Drivers

**Goal 1.1** Collaborate with community stakeholders to address policy affecting community health drivers through inclusive communication and trust-building strategies.

**Goal 1.2** Leverage existing community partnerships and infrastructure to expand access to information, services, and coordinated health equity efforts.

## PRIORITY 2

### Improve Food and Nutrition Access for an Evolving Community

**Goal 2.1** Promote an equitable, resilient, and sustainable local food network.

**Goal 2.2** Promote inclusive, stigma-free participation in local food programs.

## PRIORITY 3

### Increase Immunization Coverage to Reduce Preventable Disease

**Goal 3.1** Strengthen public trust in vaccines through clear communication, trusted messengers, and culturally responsive engagement.

**Goal 3.2** Expand vaccine access through improved delivery models and system coordination.

# WHY THIS PROCESS WORKS

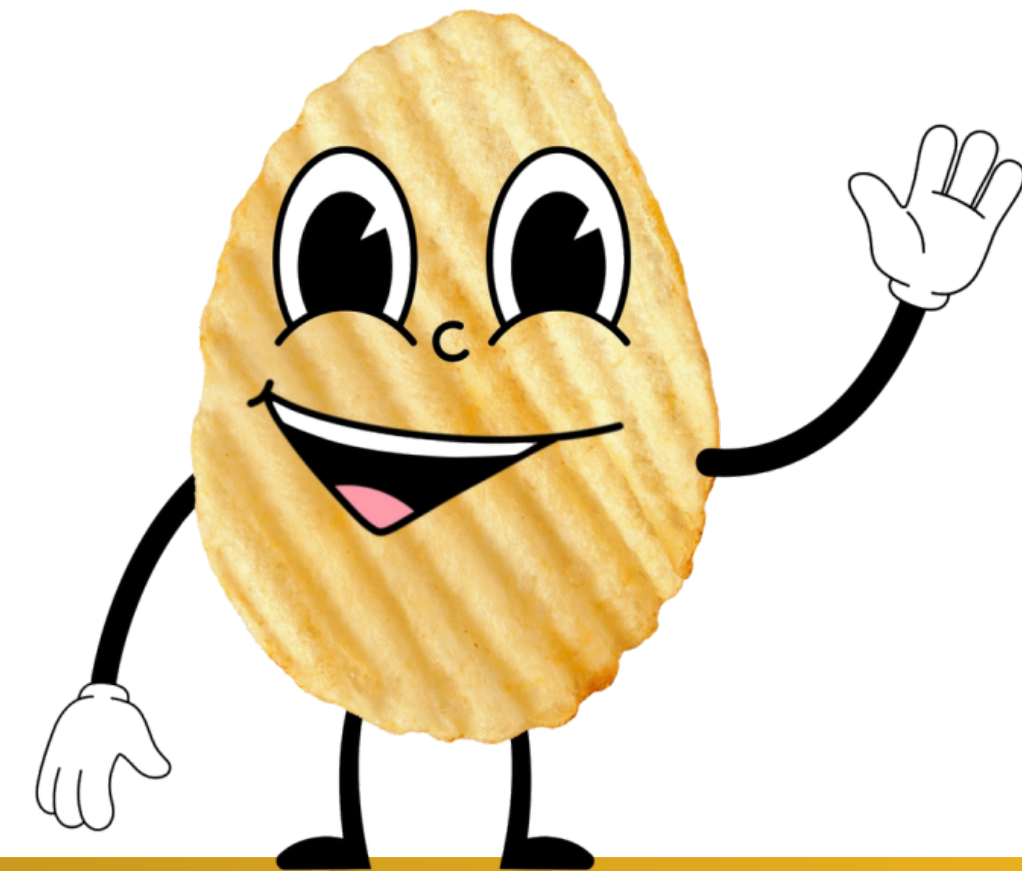
- CHIP priorities reflect both statistically grounded data and community lived experience
- The process strengthened cross-sector collaboration and established trust across partner organizations
- Strategies address real barriers rather than assumed needs
- Community buy-in secured during planning increases readiness and shared accountability for action

# KEY TAKEAWAY

## The CHA and CHIP provide:

- A data-driven understanding of community health
- A community-led roadmap for action
- Strong partnerships for implementation

**Together, they position Summit County for coordinated, long-term improvements in health and well-being.**

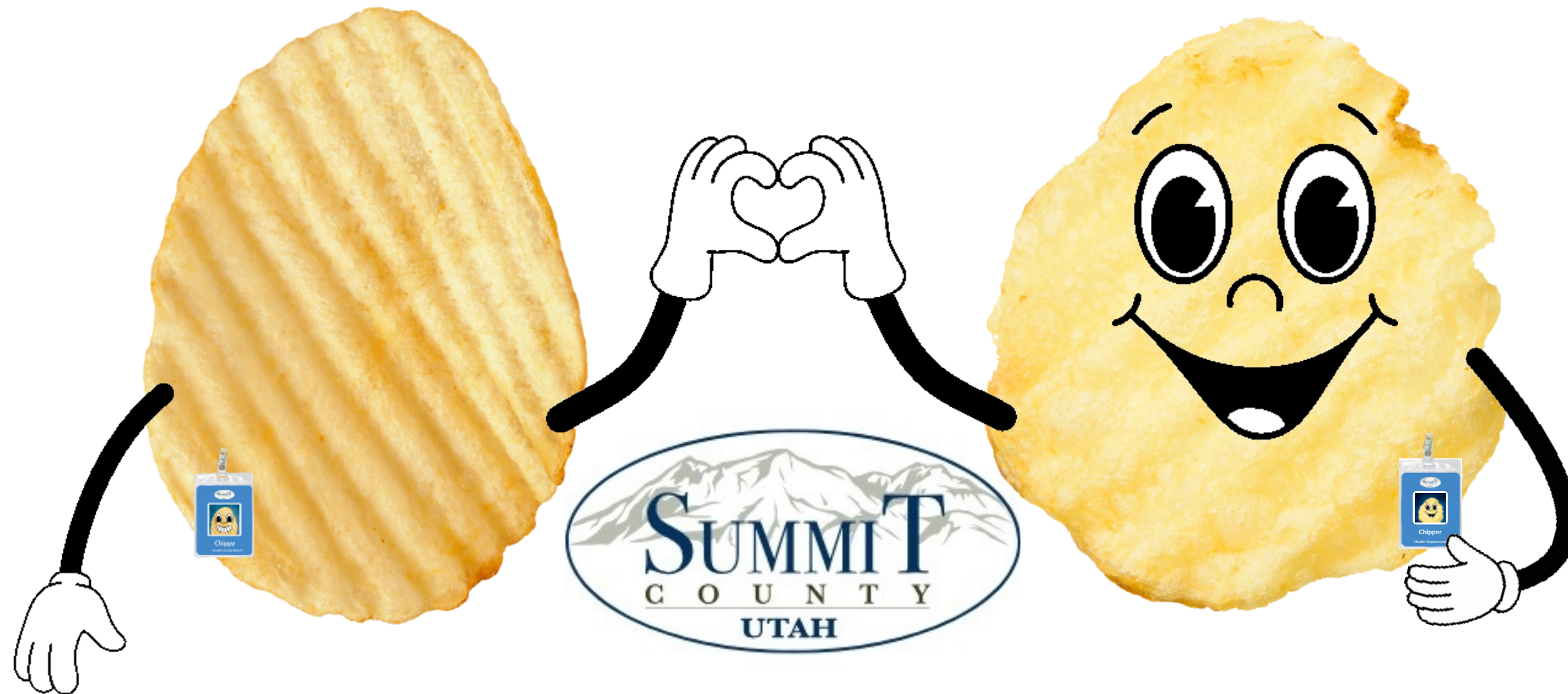


# ACKNOWLEDGEMENTS



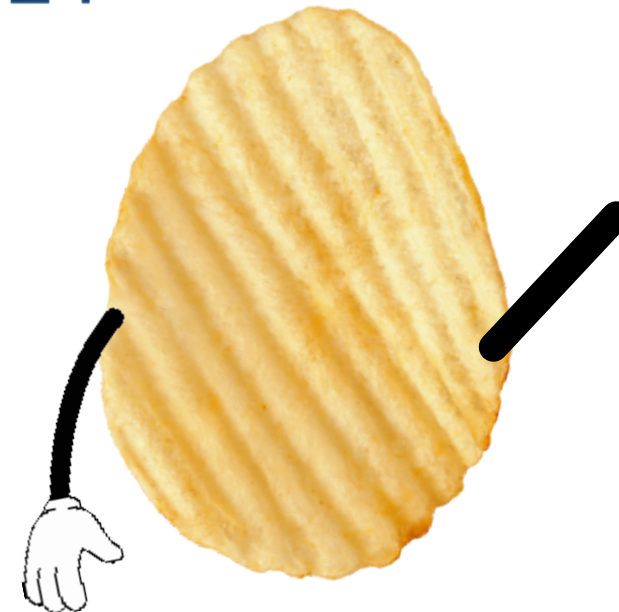
# THANK YOU!

- Our sincere thanks to the Summit County Council and County Administration for their leadership, partnership, and financial support in advancing this work
- And to our community—this work would not have been possible without your engagement, insight, and participation



# VIEW THE WEBPAGES & REPORTS HERE

Community Health  
Assessment  
(CHA)



Community Health  
Improvement Plan  
(CHIP)



# City Council Manager's Report



**Subject:** Library Annual Report, FY25  
**Author:** Adriane Herrick Juarez  
**Department:** Library  
**Date:** March 19, 2026

The Park City Library Director and Board would like to thank Mayor Dickey and the City Council for the opportunity to present the Library's FY25 Annual Report.

## The Library Board of Directors

The list of current Board Members can be found at: <http://parkcitylibrary.org/about/library-board/library-board-members/>

The Park City Library Board of Directors, representing the residents of Park City, and working in partnership with the Library Executive Director, evaluates library services and community needs, establishes library policies, and helps set goals and objectives. Board members inform other community members about library services, needs, and accomplishments to foster a positive public image and inclusive community support.

The Park City Library Board of Directors has five to nine voting members appointed by the Mayor with the advice and consent of the City Council. The Library Executive Director attends board meetings but is not a voting member. Board members are appointed for three-year terms and may serve two consecutive full terms. Individual Board members volunteer their time.

## Annual Report

In FY25, the Library had another record-setting year, conducting 1,201 programs (31,412 staff-directed and 23,039 self-directed) with 54,451 participants.

- 261,720 people visited the Library;
- 148,558 items were checked out;
- 8,477 public computer sessions were used;
- 65,378 Wi-Fi sessions were used; and

The Library saw the highest-ever number of visits in FY25, a benchmark we celebrate as a sign of the success of our Library's renovation. Before the remodel, the library saw under 100,000 visitors. This number has steadily risen since our grand reopening on June 13, 2015, and speaks volumes about the community's investment. The library staff is proud and honored to serve in Park City's Community Living Room of Knowledge, Opportunity, and Innovation.

The Library's Mission is to Empower Minds, Inspire Imagination, and Connect Community. In FY25, the Library met the four goals of our strategic plan to deliver a positive User Experience, create Inclusiveness, develop Community Relationships, and provide Lifelong Learning.

The 4 goals accomplished in FY25 by the staff with the support of the Library Board included:

- **User Experience—Building Updates.** After an in-depth facility analysis in FY24, the Library addressed many cleaning and maintenance needs, including organizing the third-floor public kitchen and adding an events refrigerator, organizing storage areas, repurposing or recycling unneeded items, and deep cleaning the kitchen. Facility enhancements included procuring a new Unique Items shelving unit to help expand the collection of things, adding a new telehealth booth, and creating a quiet study and workspace on the main floor. In addition, the library procured and installed a new book sorter.
- **Inclusivity—Auditorium Stage Improvements.** The library was awarded \$95,000 from the Summit County Restaurant Tax Grant based on the auditorium's needs to expand the usability of the stage by the community. This included the addition of stage lighting, wireless microphones, stage drapery, and additional power outlets.
- **Community Relationships—Book Festival.** The library partnered with Utah Humanities, the Summit County Library, and the Wasatch County Library to provide a slate of offerings for all ages including: Favorite Lines and Pies Open Mic Readings, Children's Literary Puppet Shows, Rare Book Exhibits, Papermaking Demonstrations, Literary Craft Tables, Author Jack Carr Lecture and Book Signing, a Mystery in the Stacks Audience-Participation Play, a children's author Julia Lyon Lecture and Book Signing, Local Author Tables and Signings, and more.
- **Lifelong Learning—Enhancement of Offerings for Teens.** The library increased the offerings for teenagers with more programs including Slime Making, Sewing Classes, Mindfulness for Teens, Friendship Bracelet Making, a Smash Bros Nintendo Tournament, Financial Literacy Classes on How to Pay for College, Therapy Dogs During Finals, Films During School Breaks, Fairy Cup Creations for Earth Day, Dungeons and Dragons Game Nights, Paint Your Own Bookends, and Miniature Painting. This significantly increased the attendance for events in this age group.

The Library's Annual Report can be found in full at: [Annual Report FY 2025](#)

The Library's Strategic Plan can be found in full at <https://parkcitylibrary.org/principles/>.

Thank you to everyone who supported the Library in a year that saw the highest number of visitors ever recorded, as 261,720 people came through our doors. This points to a host of successful programs, services, and resources embraced by the community in our state-of-the-art facility and a staff that makes everyone feel welcome. We were recognized with the Quality Library Award by the Utah State Library for rising above and beyond statewide library standards, with special mention for transformational services. We are grateful to the City Council, City Administration, the Library Board, the Friends of the Library, and our community, who believe in our Library's Mission to "Empower Minds, Inspire Imagination, and Connect Community."

### **Successful Library Reaccreditation**

In FY25, the Utah State Library Division re-accredited our library with *Quality Library Status*, indicating a level of service that exceeds the standards developed by Utah public librarians and adopted by the State Library Board. As a Quality Library, our organization is an active, involved, and vital part of the community, providing essential resources. State accreditation makes the Library eligible to receive funds from the *Community Library Enhancement Fund* (CLEF).



## City Council Staff Report

**Subject:** January 2026 Sales Tax Report  
**Author:** Budget Team  
**Department:** Budget  
**Date:** April 9, 2026

### Sales Tax Distribution

The following summarizes the January sales tax distribution:

#### Citywide Sales Tax Distribution Summary (excludes Transient Room Tax):

Monthly (January):

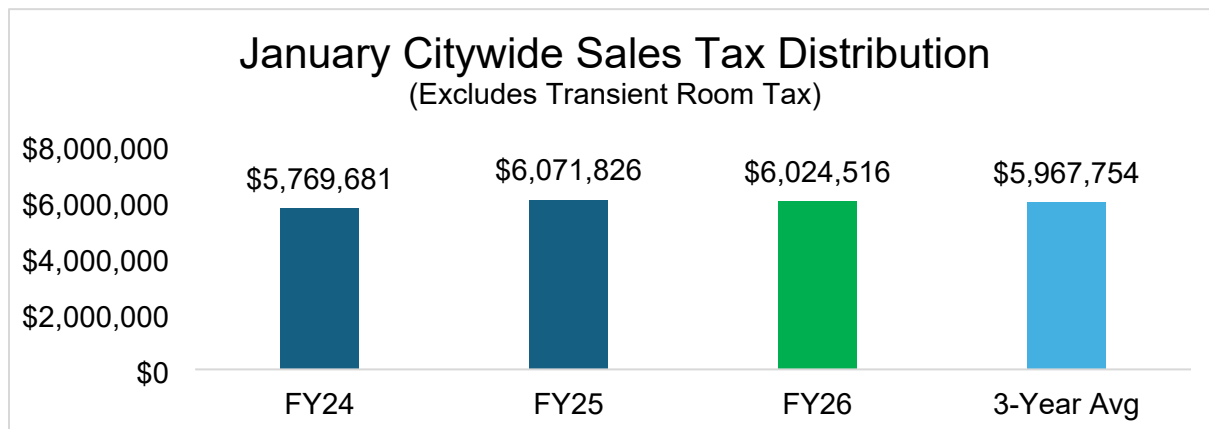
Revenue: \$6,024,516 — down \$47,310 (-0.8%) vs. January 2025; down \$106,332 (-1.7%) vs. budget.

Rolling Quarter (November – January):

Revenue: \$14,005,452 — up \$359,916 (+2.6 %) vs. same period last year; down \$262,182 (-1.8%) vs. budget.

Year-to-Date (July – January):

Revenue: \$24,814,925 — up \$411,226 (+1.7%) vs. same period last year; up \$76,641 (+0.3%) vs. budget.



#### General Fund Distribution Summary:

Monthly (January):

Revenue: \$3,194,021 — down \$37,928 (-1.2%) vs. January 2025; down \$105,560 (-3.2%) vs. budget.

Rolling Quarter (November – January):

Revenue: \$7,478,417 — up \$188,926 (+2.6%) vs. same period last year; down \$239,205 (-3.1%) vs. budget.

Year-to-Date (July – January):

Revenue: \$13,328,810 — up \$212,092 (+1.6%) vs. same period last year; down \$138,103 (-1.0%) vs. budget.

### **Transient Room Tax (TRT) Distribution Summary:**

Monthly (January):

Revenue: \$736,243 — down \$32,372 (-4.2%) vs. January 2025; down \$68,383 (-8.5%) vs. budget.

Rolling Quarter (November – January):

Revenue: \$1,491,162 — down \$5,916 (-0.4%) vs. same period last year; down \$173,104 (-10.4%) vs. budget.

Year-to-Date (July – January):

Revenue: \$2,340,823 — down \$105,610 (-4.3%) vs. same period last year; down \$240,511 (-9.3%) vs. budget.

### **Sales Tax Analysis**

January's sales tax distribution was softer than both last year and budget on a single month basis, but overall results remained more resilient than expected given the challenges of this winter season. Citywide sales tax came in down 0.8% compared to January 2025 and 1.7% below budget for the month. Given the exceptionally weak winter season and the subsequent disruption to typical visitation patterns, January's results were comparatively respectable and suggest the local economy held up better than expected.

That relative resilience is clearer in the broader trend measures. The rolling quarter remained above the same period last year, and fiscal year to date collections continue to track slightly ahead of last year and essentially in line with budget. Taken together, those measures suggest overall sales tax performance has remained relatively stable despite one of the most challenging winter seasons in recent memory.

The General Fund reflects a similar pattern, with softer monthly performance but a steadier trend over the broader fiscal year. By contrast, Transient Room Tax continues to show more noticeable weakness, reflecting softer lodging-related activity and increased pressure on overnight visitor spending.

Recent lodging data reinforces that trend. Hotel occupancy declined in each of the last three months (December – February) compared to the prior year, while average daily room rates have remained comparatively resilient. As a result, revenue per available room remained consistently below last year, pointing to softer overnight demand even as pricing held up better than volume. Taken together, current indicators point to softer destination travel and more pressure on overnight visitor spending than on the broader sales tax base. Those dynamics are likely to remain

evident in the next two sales tax distributions, with the clearest effects likely to appear in lodging-related revenues.

This report reflects amounts distributed by the State Tax Commission and therefore lags real-time economic activity.

### **Exhibits**

Exhibit A: FY26 January Sales Tax Distribution

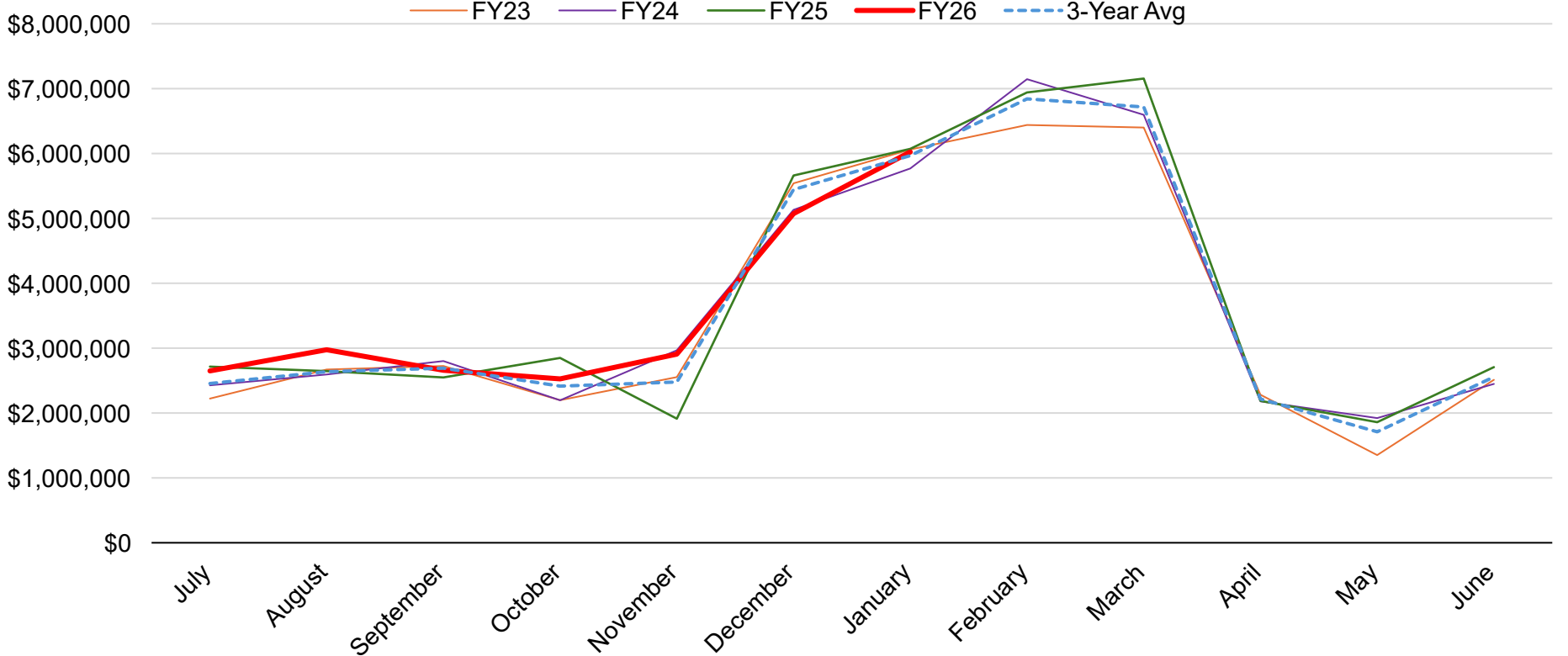
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# January Sales Tax Distribution Appendix

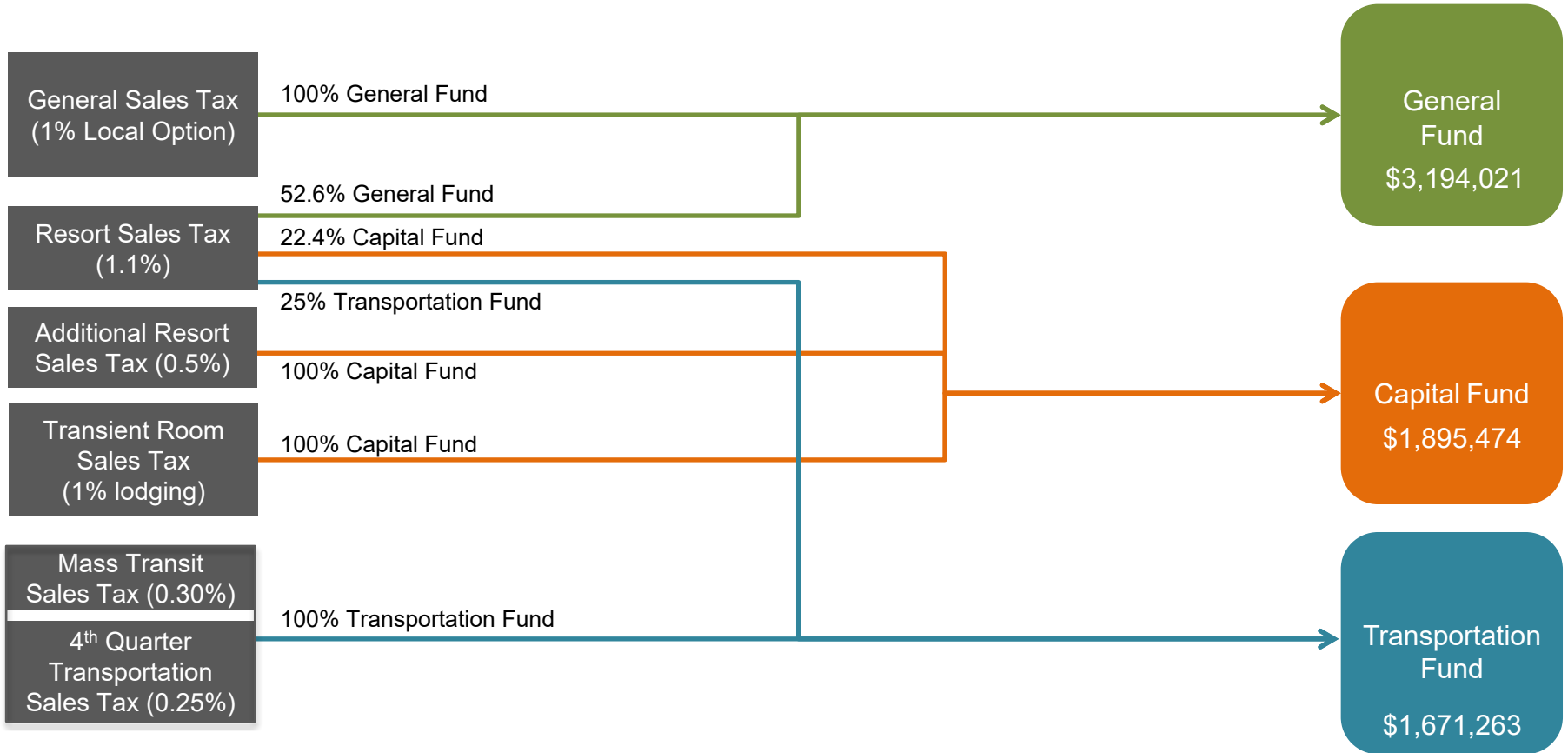
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# Sales Tax Distribution

## Annual Sales Tax Revenue by Distribution Over Time by Month



# January Sales Tax Revenue by Fund



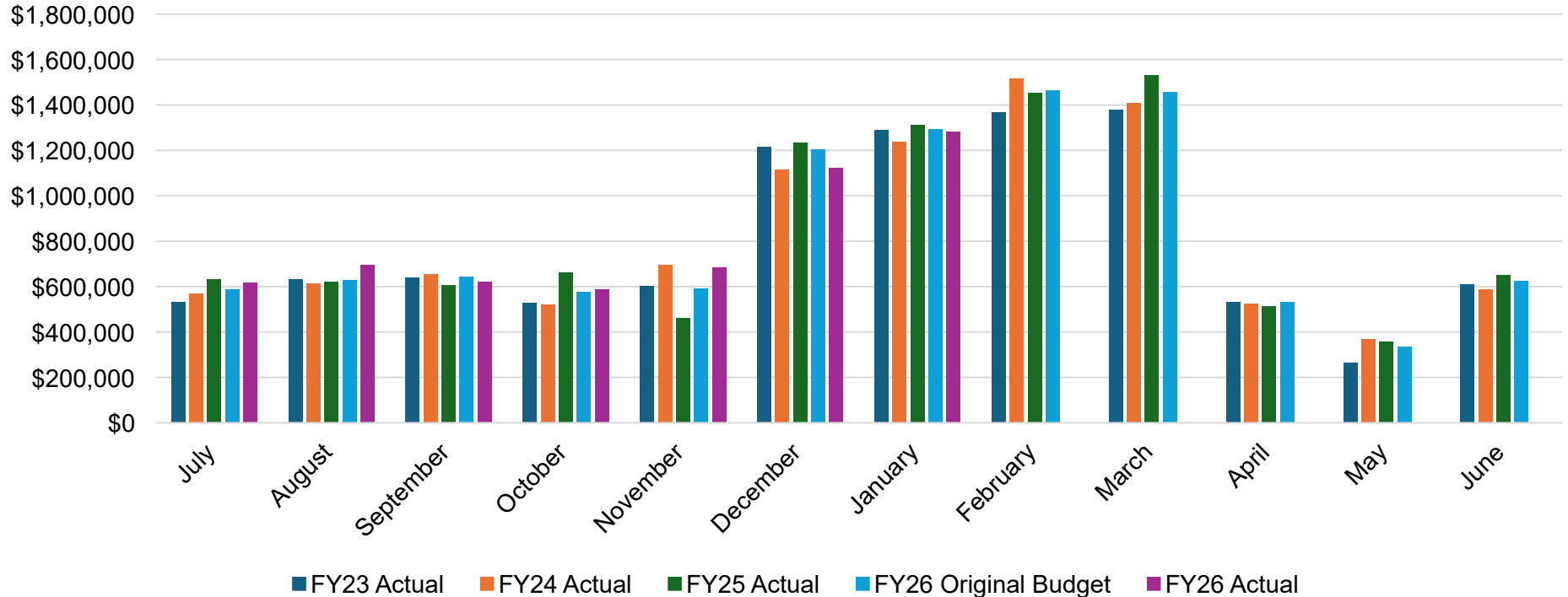
# Local Option Sales Tax Distribution

Local Option Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$532,806	\$570,791	\$634,037	\$586,573	\$619,299	-2.32%	5.58%
August	\$631,245	\$612,827	\$623,012	\$630,272	\$697,269	11.92%	10.63%
September	\$641,829	\$655,342	\$604,981	\$642,109	\$620,391	2.55%	-3.38%
October	\$526,872	\$521,364	\$661,089	\$577,017	\$587,862	-11.08%	1.88%
November	\$603,371	\$695,129	\$460,257	\$593,704	\$686,489	49.15%	15.63%
December	\$1,216,593	\$1,116,760	\$1,233,701	\$1,204,130	\$1,121,439	-9.10%	-6.87%
January	\$1,288,403	\$1,236,790	\$1,312,696	\$1,295,556	\$1,281,332	-2.39%	-1.10%
<b>Total</b>	<b>\$5,441,119</b>	<b>\$5,409,003</b>	<b>\$5,529,773</b>	<b>\$5,529,361</b>	<b>\$5,614,080</b>	<b>1.52%</b>	<b>1.53%</b>

Local Option Sales Tax - Cumulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$532,806	\$570,791	\$634,037	\$586,573	\$619,299	-2.32%	5.58%
August	\$1,164,051	\$1,183,618	\$1,257,049	\$1,216,845	\$1,316,568	4.73%	8.20%
September	\$1,805,880	\$1,838,960	\$1,862,030	\$1,858,954	\$1,936,958	4.02%	4.20%
October	\$2,332,752	\$2,360,324	\$2,523,119	\$2,435,971	\$2,524,820	0.07%	3.65%
November	\$2,936,124	\$3,055,453	\$2,983,376	\$3,029,675	\$3,211,309	7.64%	6.00%
December	\$4,152,716	\$4,172,213	\$4,217,077	\$4,233,805	\$4,332,748	2.74%	2.34%
January	\$5,441,119	\$5,409,003	\$5,529,773	\$5,529,361	\$5,614,080	1.52%	1.53%

# Local Option Sales Tax Distribution

## Local Option Sales Tax Historical Sales Tax Revenues July - December



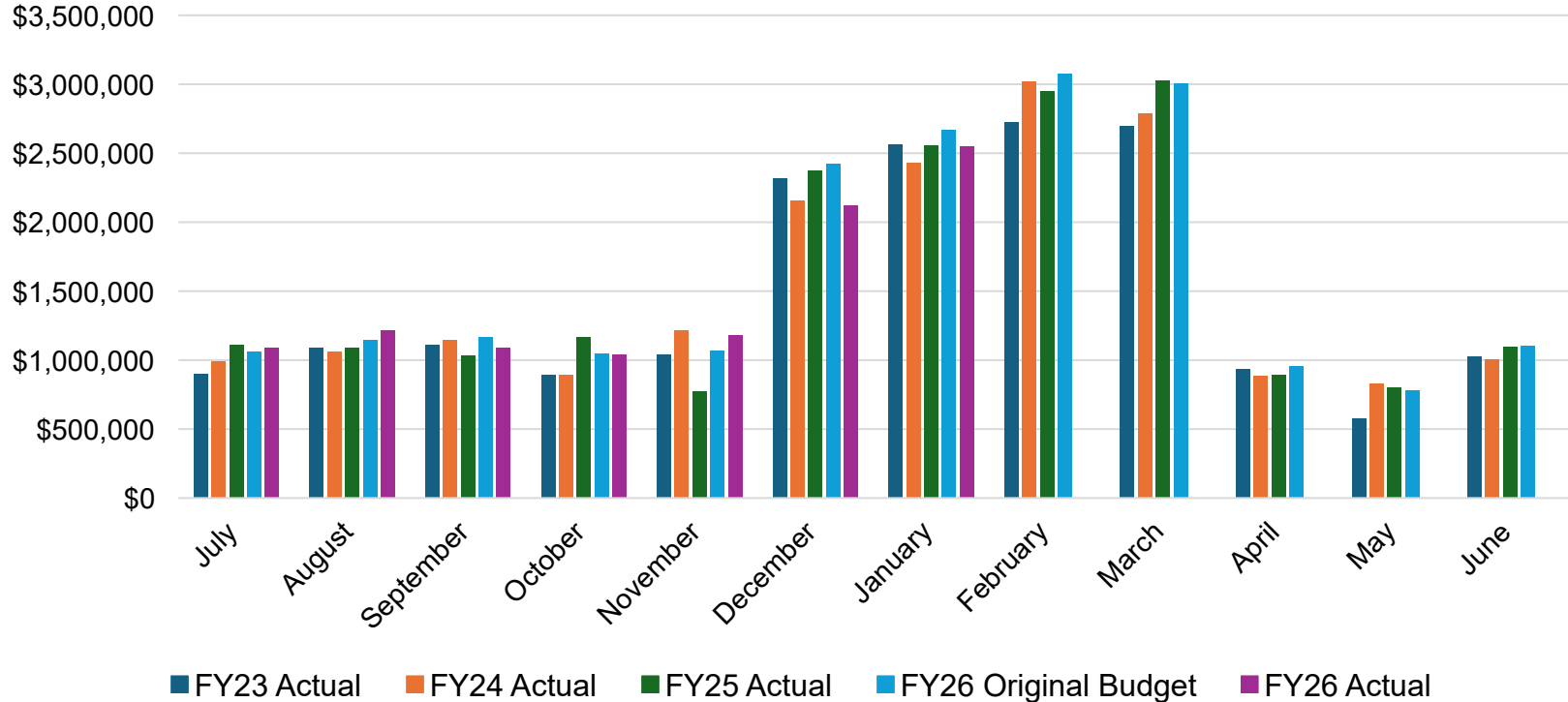
# Resort Sales Tax Distribution

Resort Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
<b>July</b>	\$902,234	\$992,105	\$1,112,701	\$1,063,400	\$1,087,122	-2.3%	2.23%
<b>August</b>	\$1,090,337	\$1,059,869	\$1,086,352	\$1,144,615	\$1,215,741	11.91%	6.21%
<b>September</b>	\$1,110,616	\$1,146,679	\$1,037,171	\$1,165,140	\$1,092,154	5.30%	-6.26%
<b>October</b>	\$890,992	\$893,576	\$1,169,253	\$1,044,604	\$1,039,080	-11.13%	-0.53%
<b>November</b>	\$1,039,947	\$1,212,812	\$773,844	\$1,070,319	\$1,182,681	52.83%	10.50%
<b>December</b>	\$2,315,835	\$2,158,917	\$2,377,602	\$2,423,290	\$2,119,277	-10.86%	-12.55%
<b>January</b>	\$2,564,038	\$2,432,537	\$2,559,004	\$2,672,033	\$2,550,252	-0.34%	-4.56%
<b>Total</b>	<b>\$9,913,998</b>	<b>\$9,896,494</b>	<b>\$10,115,927</b>	<b>\$10,583,402</b>	<b>\$10,286,308</b>	<b>1.68%</b>	<b>-2.81%</b>

Resort Sales Tax - Cumulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
<b>July</b>	\$902,234	\$992,105	\$1,112,701	\$1,063,400	\$1,087,122	-2.30%	2.23%
<b>August</b>	\$1,992,571	\$2,051,973	\$2,199,053	\$2,208,015	\$2,302,864	4.72%	4.30%
<b>September</b>	\$3,103,187	\$3,198,652	\$3,236,224	\$3,373,155	\$3,395,018	4.91%	0.65%
<b>October</b>	\$3,994,179	\$4,092,228	\$4,405,478	\$4,417,759	\$4,434,098	0.65%	0.37%
<b>November</b>	\$5,034,126	\$5,305,040	\$5,179,321	\$5,488,079	\$5,616,779	8.45%	2.35%
<b>December</b>	\$7,349,960	\$7,463,957	\$7,556,923	\$7,911,369	\$7,736,055	2.37%	-2.22%
<b>January</b>	\$9,913,998	\$9,896,494	\$10,115,927	\$10,583,402	\$10,286,308	1.68%	-2.81%

# Resort Sales Tax Distribution

## Resort Sales Tax Historical Sales Tax Revenues July - December



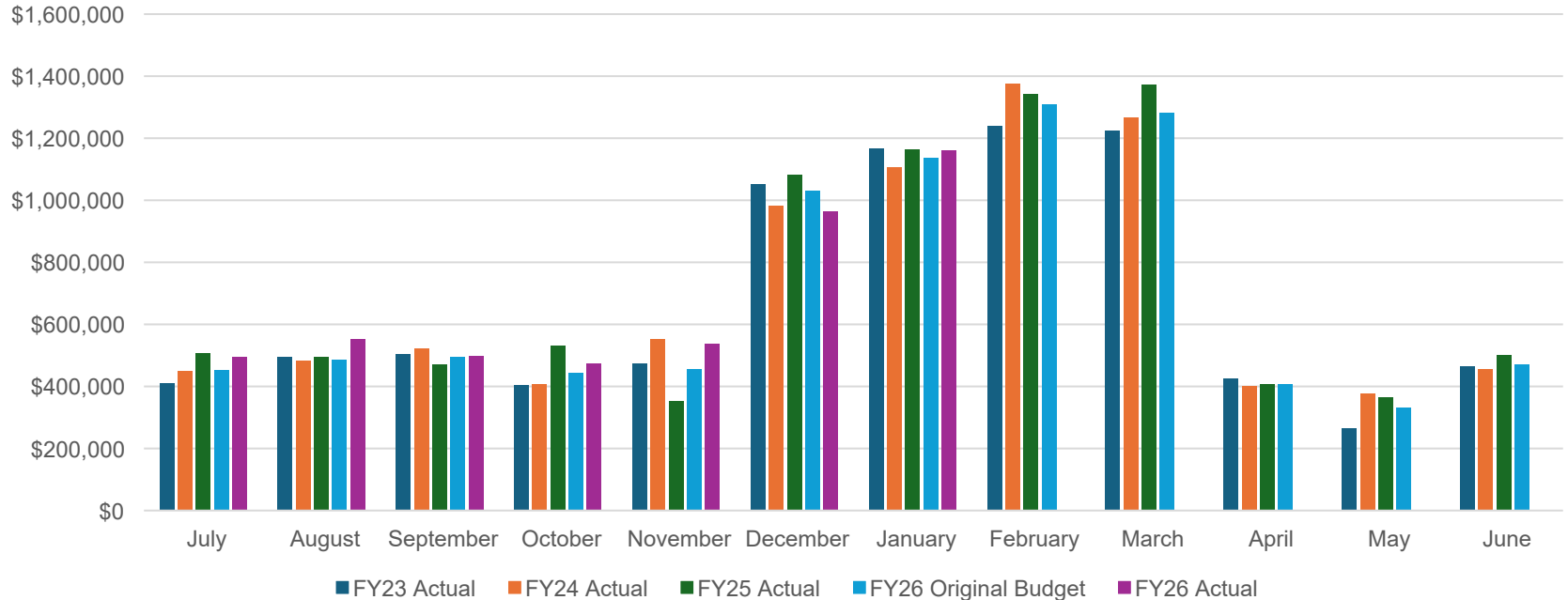
# Additional Resort Sales Tax Distribution

Additional Resort Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
<b>July</b>	\$410,098	\$450,843	\$505,773	\$452,643	\$494,146	-2.3%	9.17%
<b>August</b>	\$495,728	\$481,736	\$493,770	\$487,213	\$552,579	11.91%	13.42%
<b>September</b>	\$504,874	\$521,445	\$471,424	\$495,949	\$496,449	5.31%	0.10%
<b>October</b>	\$405,064	\$406,125	\$531,437	\$444,642	\$472,281	-11.13%	6.22%
<b>November</b>	\$472,578	\$551,277	\$351,757	\$455,588	\$537,479	52.80%	17.97%
<b>December</b>	\$1,052,556	\$981,330	\$1,080,732	\$1,031,489	\$963,315	-10.86%	-6.61%
<b>January</b>	\$1,165,489	\$1,105,719	\$1,163,260	\$1,137,368	\$1,159,231	-0.35%	1.92%
<b>Total</b>	<b>\$4,506,387</b>	<b>\$4,498,476</b>	<b>\$4,598,152</b>	<b>\$4,504,891</b>	<b>\$4,675,480</b>	<b>1.68%</b>	<b>3.79%</b>

Additional Resort Sales Tax - Cumulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
<b>July</b>	\$410,098	\$450,843	\$505,773	\$452,643	\$494,146	-2.30%	9.17%
<b>August</b>	\$905,825	\$932,579	\$999,543	\$939,855	\$1,046,725	4.72%	11.37%
<b>September</b>	\$1,410,700	\$1,454,025	\$1,470,967	\$1,435,804	\$1,543,174	4.91%	7.48%
<b>October</b>	\$1,815,764	\$1,860,150	\$2,002,404	\$1,880,447	\$2,015,455	0.65%	7.18%
<b>November</b>	\$2,288,342	\$2,411,427	\$2,354,161	\$2,336,035	\$2,552,934	8.44%	9.28%
<b>December</b>	\$3,340,897	\$3,392,757	\$3,434,892	\$3,367,523	\$3,516,249	2.37%	4.42%
<b>January</b>	\$4,506,387	\$4,498,476	\$4,598,152	\$4,504,891	\$4,675,480	1.68%	3.79%

# Additional Resort Sales Tax Distribution

## Additional Resort Tax Historical Sales Tax Revenues July - December



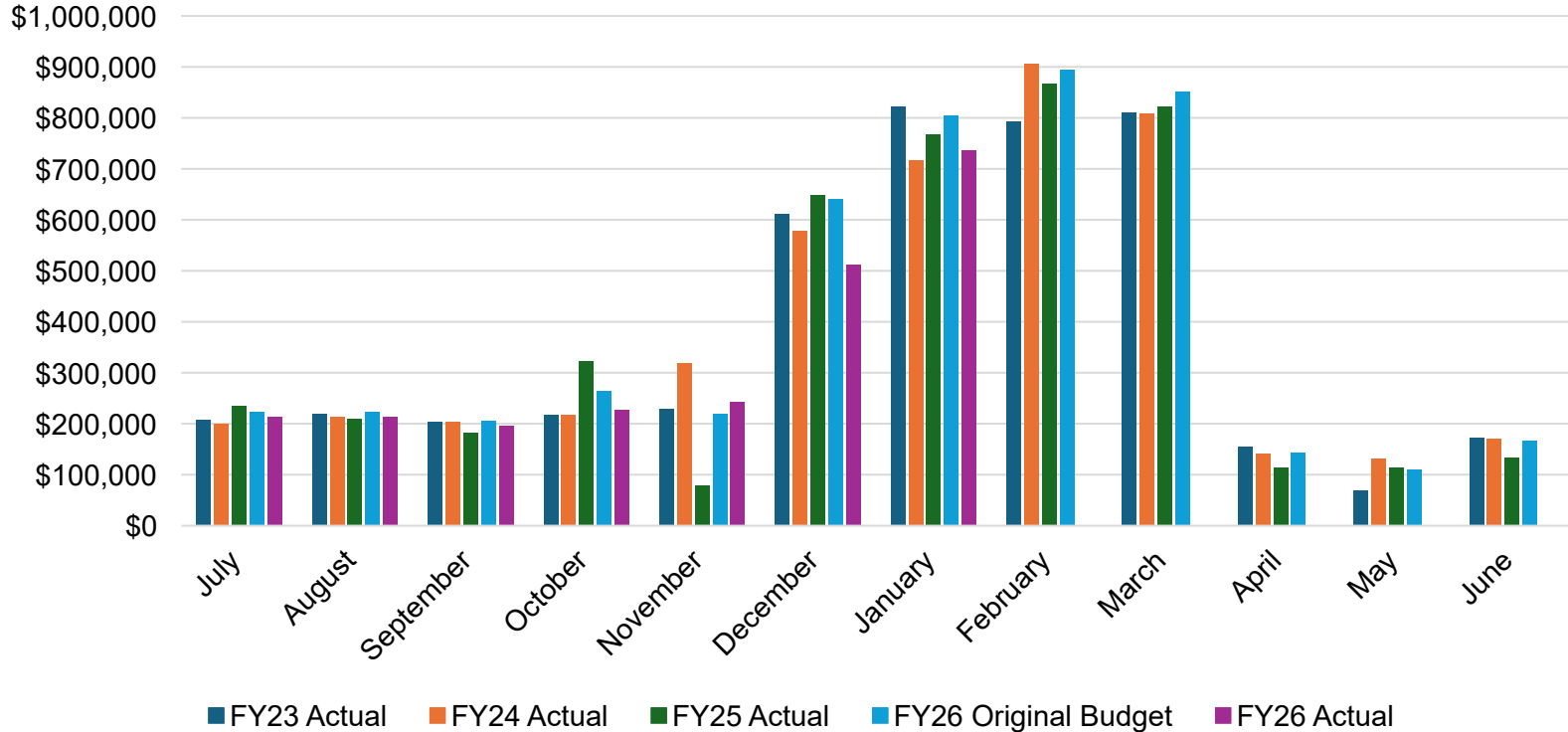
# Transient Room Tax Distribution

Transient Room Sales Tax - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$207,936	\$199,624	\$236,013	\$224,285	\$212,771	-9.85%	-5.13%
August	\$219,874	\$212,683	\$209,093	\$223,615	\$213,046	1.89%	-4.73%
September	\$203,178	\$203,721	\$181,611	\$205,095	\$195,636	7.72%	-4.61%
October	\$217,406	\$217,701	\$322,638	\$264,074	\$228,208	-29.27%	-13.58%
November	\$229,493	\$319,441	\$78,992	\$218,832	\$242,357	206.81%	10.75%
December	\$611,583	\$577,710	\$649,471	\$640,808	\$512,562	-21.08%	-20.01%
January	\$823,076	\$717,139	\$768,614	\$804,626	\$736,243	-4.21%	-8.50%
<b>Total</b>	<b>\$2,512,545</b>	<b>\$2,448,018</b>	<b>\$2,446,433</b>	<b>\$2,581,335</b>	<b>\$2,340,823</b>	<b>-4.32%</b>	<b>-9.32%</b>

Transient Room Sales Tax - Cumulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
July	\$207,936	\$199,624	\$236,013	\$224,285	\$212,771	-9.85%	-5.13%
August	\$427,810	\$412,307	\$445,106	\$447,899	\$425,818	-4.33%	-4.93%
September	\$630,988	\$616,027	\$626,717	\$652,995	\$621,454	-0.84%	-4.83%
October	\$848,393	\$833,728	\$949,356	\$917,069	\$849,662	-10.50%	-7.35%
November	\$1,077,886	\$1,153,169	\$1,028,347	\$1,135,900	\$1,092,019	6.19%	-3.86%
December	\$1,689,469	\$1,730,880	\$1,677,819	\$1,776,709	\$1,604,581	-4.37%	-9.69%
January	\$2,512,545	\$2,448,018	\$2,446,433	\$2,581,335	\$2,340,823	-4.32%	-9.32%

# Transient Room Tax Distribution

## Transient Room Sales Tax Historical Sales Tax Revenues July - December



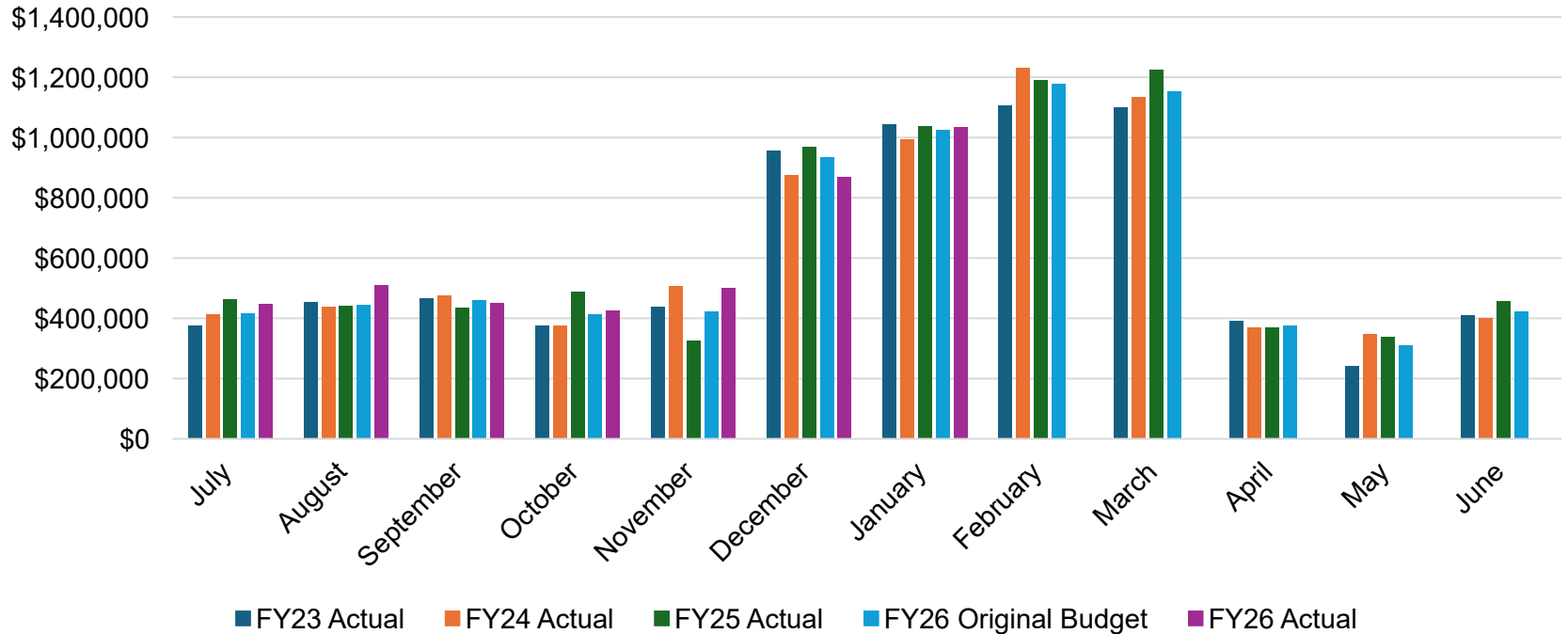
# Transportation Sales Taxes Distributions

Transportation Sales Taxes - Monthly							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
<b>July</b>	\$377,116	\$413,216	\$462,510	\$417,933	\$448,663	-2.99%	7.35%
<b>August</b>	\$453,180	\$439,674	\$442,599	\$445,491	\$509,612	15.14%	14.39%
<b>September</b>	\$467,427	\$477,474	\$434,807	\$460,254	\$449,941	3.48%	-2.24%
<b>October</b>	\$375,061	\$375,137	\$487,245	\$412,796	\$426,884	-12.39%	3.41%
<b>November</b>	\$437,648	\$507,667	\$326,755	\$424,347	\$500,820	53.27%	18.02%
<b>December</b>	\$955,716	\$874,845	\$969,064	\$933,920	\$869,437	-10.28%	-6.90%
<b>January</b>	\$1,043,825	\$994,634	\$1,036,865	\$1,025,890	\$1,033,700	-0.31%	0.76%
<b>Total</b>	<b>\$4,109,973</b>	<b>\$4,082,647</b>	<b>\$4,159,846</b>	<b>\$4,120,629</b>	<b>\$4,239,057</b>	<b>1.90%</b>	<b>2.87%</b>

Transportation Sales Taxes - Cumulative							
Month	FY23 Actual	FY24 Actual	FY25 Actual	FY26 Original Budget	FY26 Actual	FY26 v FY25, % Variance	Actuals vs Budget
<b>July</b>	\$377,116	\$413,216	\$462,510	\$417,933	\$448,663	-2.99%	7.35%
<b>August</b>	\$830,296	\$852,890	\$905,110	\$863,423	\$958,275	5.87%	10.99%
<b>September</b>	\$1,297,723	\$1,330,364	\$1,339,916	\$1,323,677	\$1,408,216	5.10%	6.39%
<b>October</b>	\$1,672,784	\$1,705,501	\$1,827,162	\$1,736,473	\$1,835,101	0.43%	5.68%
<b>November</b>	\$2,110,432	\$2,213,168	\$2,153,917	\$2,160,819	\$2,335,920	8.45%	8.10%
<b>December</b>	\$3,066,148	\$3,088,013	\$3,122,981	\$3,094,739	\$3,205,357	2.64%	3.57%
<b>January</b>	\$4,109,973	\$4,082,647	\$4,159,846	\$4,120,629	\$4,239,057	1.90%	2.87%

# Transportation Sales Tax Distributions

Transportation Sales Taxes  
 Historical Sales Tax Revenues July - December  
 (Excludes Additional Mass Transit Tax 2nd Quarter)





## City Council Staff Communications Report

**Subject:** PC MARC Racquet Sports Pass  
**Author:** Cole Johnston, Racquet Sports Division Manager  
Sadie Hennefer, PC MARC Division Manager  
**Department:** Recreation  
**Date:** April 9, 2026

To ensure more equitable access to the racquet sports courts at the PC MARC by Park City municipal residents, Recreation staff is planning to discontinue the two-week advance booking window benefit for court reservations currently associated with the PC MARC Racquet Sports Pass. In the alternative, staff plans to adopt a new reservation priority system at the PC MARC under which all residents within Park City municipal boundaries would be given a 10-day advance booking window for court reservations, while non-residents and visitors would be given an 8-day advance booking window. Staff also recommends discontinuing the 1- and 3-month options for the pass. The foregoing changes to the Racquet Sports Pass were presented to the Recreation Advisory Board on March 3, 2026, and received the Board's unanimous support.

### **Background**

As part of the PC MARC fee schedule adopted annually by City Council, the PC MARC offers an option known as the *PC MARC Racquet Sports Pass*. This premium, all-inclusive pass provides full access to the PC MARC facility, group fitness classes, and up to two hours of tennis or pickleball court time per day. A primary benefit of the pass is an extended 14-day advance court-reservation window, compared to the 7-day window available to the general public. Currently, this pass is available only to those in Park City School District boundaries.

The current fee structure for the Racquet Sports Pass is as follows:

- Annual pass: \$1,463
- 6-month pass: \$935
- 3-month pass: \$572
- 1-month pass: \$242

Pending Council support, a 10% fee increase will be applied with the City's new fee schedule effective July 1, 2026.

Current Pass Membership Count as of February 2026:

- Annual pass: 45
- 6-month pass: 21
- 3-month pass: 8
- 1-month pass: 3

Current Pass Membership by zip code:

- 84017: 1 (Grandfathered in)
- 84032: 1 (Grandfathered in)
- 84036: 1 (Grandfathered in)
- 84060: 38
- 84098: 35

## **Analysis**

Effective July 1, 2026, staff recommends discontinuing the extended 14-day booking window for all PC MARC Racquet Sports Pass holders and implementing priority reservations for Park City residents regardless of pass holder status.

PC MARC Racquet Sports Passes will continue to be available for purchase by residents within Park City School District boundaries.

The PC MARC Racquet Sports Pass will retain all current benefits with the exception of the 14-day advance booking window.

Due to the smaller number of passes sold, 1- and 3-month PC MARC Racquet Sports Passes will be discontinued.

## **Plan to Modify the PC MARC Racquet Sports Pass 14-day Booking Window**

Instead of a 14-day booking window being available only with a premium pass, the Recreation team proposes implementing a reservation priority system that provides:

- Park City Residents: 10-day advance court-reservation access
- Non-residents and visitors: 8-day advance court-reservation access

This approach prioritizes municipal resident access and promotes equity in court availability.

The Recreation Advisory Board held a robust discussion around the topic of the 10- and 8-day booking windows, and received public input that was supportive of the transition to prioritize the municipal boundary resident.

Staff plans to continue selling PC MARC Racquet Sports Passes as stated above. With Council support, effective July 1, 2026, all PC MARC Racquet Sports Pass holders would no longer be able to reserve courts 14 days in advance, and reservation priority would instead be determined by residency. Any current pass holders who no longer wish to have the pass will be given a pro-rated refund.

## **Conclusion**

Transitioning to a resident-priority reservation model will better align the PC MARC with its mission as a community recreation center. This change is intended to improve equity

in access to the courts and strengthen services for municipal residents. Staff anticipates implementing this transition effective on July 1, 2026.



# City Council Staff Communications Report

**Subject:** Little Kate Pathway Background and Community Feedback

**Author:** Anna Maki, Transportation Planner

Alex Roy, Transportation Planning Assistant Manager

**Department:** Transportation Planning

**Date:** April 9, 2026

## Summary

The Little Kate Road Pathway is intended to improve safety and accessibility for people walking, bicycling, and accessing transit along Little Kate Road and Lucky John Drive. The pathway would serve as an important neighborhood connector linking residents to transit stops, the MARC, Park City School District Campus, and other local destinations. Its primary purpose is to improve safety and reduce conflicts between vehicles and people walking and biking along the corridor. On February 24, 2026, Transportation Planning and Engineering hosted a Community Meeting at the MARC to present this project and other transportation initiatives in Park Meadows. The Little Kate Pathway generated the greatest level of discussion and written feedback. In response to the level of interest generated during this meeting, this report summarizes the feedback and outlines the next steps.

## Project Background

The Little Kate Pathway is the largest of several bicycle and pedestrian improvements included in the citywide bus stop improvements project. These enhancements were incorporated into the bus stop project because improvements to walking and biking (first- and last-mile) to transit stops are eligible for the awarded federal funding. The current design builds on the Park City Bike and Pedestrian Plan, which identified this corridor as a high-comfort facility due to the volume and speed of vehicles on Little Kate Road, as well as inclusion on the Safe Routes to School route. A high-comfort facility (also referred to as “all ages and abilities”) emphasizes safety by limiting the speed, frequency, and proximity of interactions between people walking and bicycling with motor vehicles. With these considerations in mind, the design of the Pathway is primarily intended to increase comfort by reducing the likelihood of conflicts between vehicles and bicyclists and pedestrians.

As part of the Bike and Pedestrian Plan, 86% of survey respondents said that “more or improved high-comfort routes, physically separated from vehicle traffic” was one of their top two priorities. Little Kate Road experiences 85th percentile vehicle speeds of approximately 28 mph and volumes of up to 6,000 vehicles per day (AADT) . Based on these metrics, the Federal Highway Administration’s recommended facility falls between buffered bike lanes and a shared-use pathway, see Figure 1. Given the additional layer of Little Kate Road being on a Safe Route to School and providing access to the City’s recreation center, as well as limited roadway width for a buffered bike lane, the planning team selected a pathway as the preferred alternative.

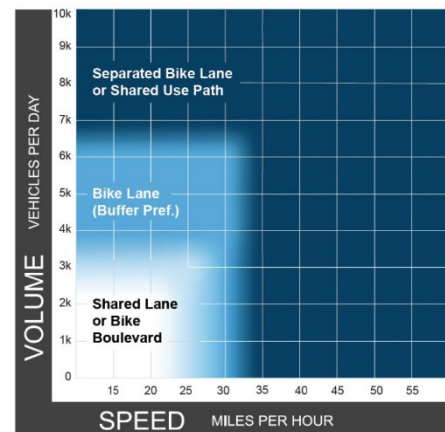


Figure 1: Federal Highway Administration’s recommended bike facility chart

Little Kate's current concept includes:

- A 12-foot shared-use pathway on the north side of Little Kate Road and the east side of Lucky John Drive (see Exhibit A for the project's extent)
- Improved bus stop access and amenities
- Improvements to pedestrian crossings and visibility along the corridor
- Bicycle and pedestrian connections, fully separated from vehicular traffic, to the MARC, neighborhood destinations, and nearby schools (see Exhibit B for Little Kate's cross section)

Prior to the February Community Meeting, this project was presented at:

- Fall 2025 Transportation Projects Open House
- City Council Meetings ([August 26, 2025](#) and [February 3, 2026](#))
- [Engage Park City](#) (Published October 2025)
- City Brief and News Advisory Emails
- One-on-one meetings with property owners
- HOA meetings

### **MARC Community Meeting Overview**

Transportation Planning, with support from the Engineering Department's Capital Projects Team, led a Community Meeting at the MARC on February 24, 2026, from 5:00 PM-6:30 PM. Approximately 60 residents attended. Notification about the event was provided via mailers to each Park Meadows resident, email notifications to Park Meadows HOAs, email notifications to residents who had previously reached out about the project or requested project updates, inclusion in the City Brief and Citywide Newsletter, City Council's February 3<sup>rd</sup> project presentation, and notification to local media outlets. The Community Meeting used a poster-based format, allowing residents to review information and speak directly with staff. In addition to posters, each project included printed, informational one-pagers. Comment cards were provided to collect written feedback, and staff also documented verbal input.

The projects discussed included:

- The Little Kate Road Pathway
- Traffic calming on Holiday Ranch Loop
- Spring/Summer scheduling alternatives for the 20 Tan
- Citywide bus stop improvements

While multiple projects were presented, the Little Kate Pathway generated the most discussion and written feedback. Due to Council inquiries and the significant number of stakeholder comments received at the Community Meeting, staff have summarized the comments related to the Pathway in this Communication. Comments received regarding the other projects will be included in their development processes.

### **Summary of Community Meeting Feedback**

Feedback generally clustered into three perspectives: Dislike of the pathway, conditional support with concerns, and enthusiasm for improved pathway facilities. Dislike for the pathway was the most consistently expressed sentiment in written comments. All written comments received at the Community Meeting are included in Exhibit C.

The most consistent themes that emerged included:

- **Comfort and safety concerns regarding mixing pedestrians and bicyclists on a shared facility.** Residents expressed discomfort with combining pedestrians, children, dogs, and bicyclists, particularly e-bicyclists, on a 12-foot pathway. Several comments explicitly stated a preference for keeping bicycles and pedestrians separate.
- **Speed – both bicycle and vehicle – and enforcement.** Many residents questioned how bicycle speeds – particularly e-bikes – would be managed. There was notable skepticism regarding the City’s ability to enforce bicycle speed limits. While views differed on whether a safety issue currently exists along the corridor, several attendees identified that vehicle speeding is the primary safety concern. Feedback also included discussion of support for traffic calming.
- **Desire for a safer, more comfortable bike and pedestrian facility.** Some residents expressed support for the pathway as a safer option for children and for themselves when traveling to school and the MARC. Several also noted a preference for greater separation from vehicle traffic, noting Little Kate’s role as an important neighborhood connector.

Of the 15 written comments received about Little Kate during the Community Meeting, 9 residents expressed concerns about mixing pedestrians and cyclists – largely due to bicycle speeds, 5 expressed concerns with vehicle speeds in the neighborhood, 5 indicated a preference to leave the street as-is, and 1 stated support for the pathway. Some residents may have expressed more than one theme in their comments – for example, concerns with mixing pedestrians and cyclists and a desire to keep the street the same. These numbers do not represent all feedback received, as much of the input was communicated verbally, however, they do reflect the general themes expressed.

Additional feedback during the event included cost concerns with the project and a desire for investment in other areas of Park Meadows.

### **Key Takeaways and Next Steps**

The Community Meeting highlighted several consistent themes:

- Pedestrians’ comfort and speed management are central community concerns. It also showed that residents have different views on whether changes to the current street design are needed.
- Residents shared a range of opinions about shared-use pathways, including concerns about e-bikes, safety, pathway width, removing bike lanes, and potential property impacts. The feedback highlights the importance of setting clear expectations for how the pathway is used and addressing speeds through design, education, and enforcement.
- For residents who support the project, the pathway’s role as a safe neighborhood connection to schools and the MARC remains an important consideration.

To ensure continued Council and public awareness and address feedback received during the Community Meeting, staff will return to City Council on April 30, 2026, to discuss strategies to address concerns raised about the pathway and speeds.

### **Exhibits**

Exhibit A: Project Extent of Little Kate Pathway

Exhibit B: Little Kate Pathway Cross-Section

Exhibit C: Little Kate Pathway Community Meeting Written Feedback

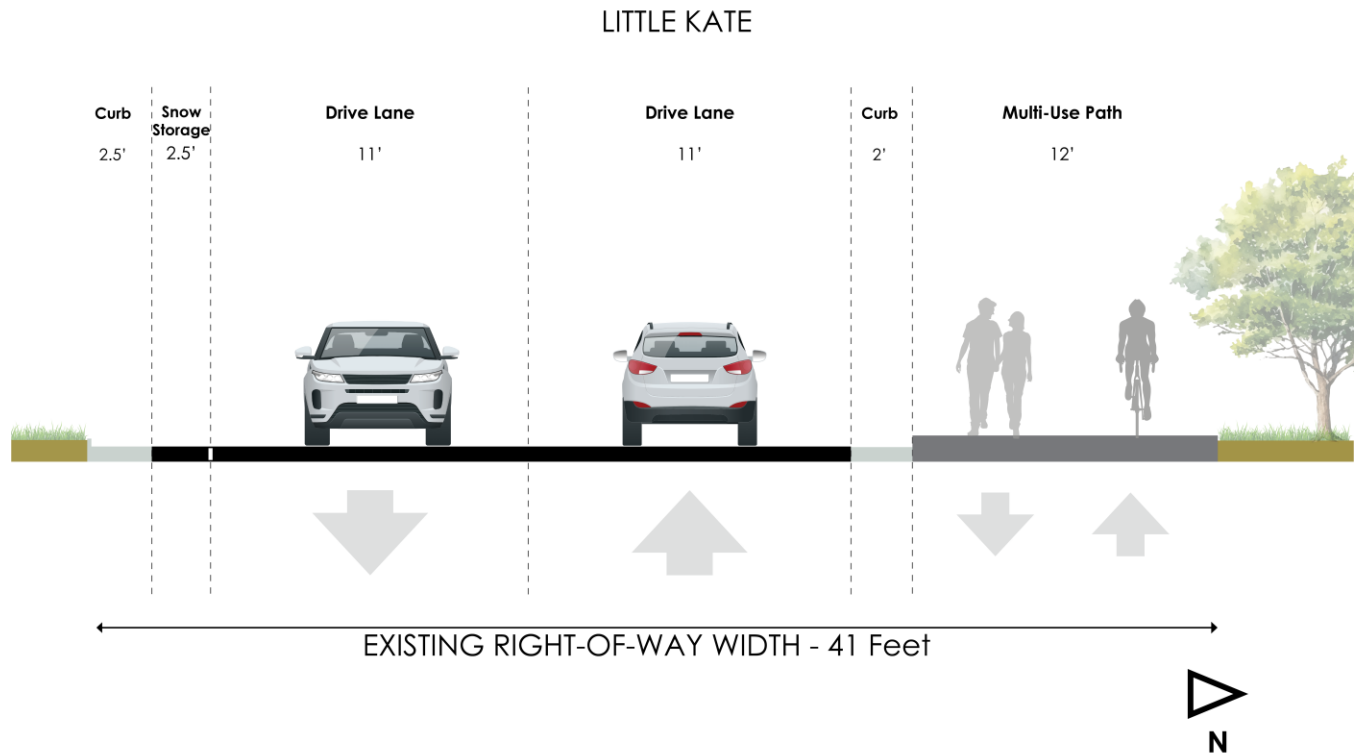
**Exhibit A**

Project Extent of Little Kate Road Pathway

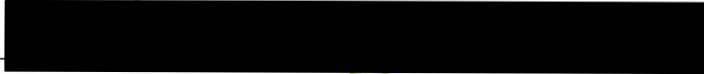


## Exhibit B

### Little Kate Pathway Cross-Section



Name: \_\_\_\_\_



Project: \_\_\_\_\_

Comments:

traffic calm west Lueken Sch

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Name: Danielle Bean

Project: Little Kate Pathway

Comments:

Ridiculous! Dangerous - high performance  
e bikes - kids - dogs - old people!  
Road bikes - on one path!

Dangerous! 1

We live on the corner of Little Kate  
& Evening Star!

You are just thinking about the \$\$  
Not the people!

Name: EILEEN KINTNER

Project: SIDEWALK [REDACTED]

- MY SIDEWALK  
ON MONITOR STILL  
HASN'T BEEN PLOWED

Comments: PHYSICALLY

- SEPARATE BIKE & PEDESTRIAN

- SIDEWALK DOWN WEST SIDE OF MONITOR DR

- CITY SHOULD NARROW CAR LANES, WIDEN BIKE LANES

- DANGEROUS AT POINT OF MONITOR, NEED A CROSSWALK

- POOR SIDEWALKS ON MONITOR; ICE DAMS,

- FLASHING STOP SIGN AT INTERSECTION  
OF MONITOR + LITTLE KATE & OTHER 3

- TAN BUS TO CANYONS

- ASPHALT NOT CEMENT

Name: Charles Hunter - [REDACTED]

Project: Little Kate Traffic "Calming"

Comments:

Reducing the width of Little Kate & forcing all bicycle & pedestrian traffic into a 12' pathway is not the answer. There is too big of a mix of pedestrians, pets, ages & modes of transportation to be safe. There is also no way to efficiently remove snow to provide safe visual intersections. More <sup>halfway</sup> stop signs on Little Kate would be a much better & infinitely more efficient way to slow traffic & make the street safer.

Name: STACY EHRLICH

Project: ALL

Comments:

I DO NOT THINK THE LITTLE KATE PROJECT IS  
NECESSARY, EVERYONE SHARES THE ROAD FINE NOW.  
MAYBE INCREASE SPEED LIMIT ENFORCEMENT FOR E-BIKE  
USE THOSE RESOURCES TO INCREASE TAN LINE  
SERVICE SO IT'S MORE ~~BE~~ FREQUENT + RELIABLE +  
RUNS LATER IN THE EVENING ~~BEFORE~~ - LIKE  
ONCE AN HOUR FROM 8 AM TO 10 PM.

Name: Stew Stretman

Project: Little Kate Pathway

Comments:

sounds ~~of~~ BUT can you put traffic calming  
in street on West Loch, John (like you did on  
Payday drive last summer.

Name: ROBERT ANDERSON, [REDACTED]

Project: LITTLE KATE PATHWAY

Comments:

I LIKE THE IDEA OF A DEDICATED PATHWAY, BUT  
THERE IS ROOM FOR (1) DEDICATED BIKE LANE IN  
EACH DIRECTION (2) 8' PEDESTRIAN PATHWAY. FOR A  
ROADBIKE COMMUNITY THAT RIDES IN THE STREET,  
NOT HAVING DEDICATED BIKE LANES WOULD BE  
A ~~VERY~~ HUGE MISTAKE.

THE FEEDBACK I'M RECEIVING IS THAT THE PROJECTS  
ARE MOVING FORWARD AS SLOWLY, AND THAT OUR COMMENTS  
WON'T BE CONSIDERED. THAT'S DISAPPOINTING

Name: Karen Worthing

Project: Pedestrian Improvements

Comments:

A sidewalk on Lucky John (either side of street) - from Little Kate to Evening Star would be much safer. From the schools or the bus stop, people walk that stretch; it is heavily trafficked by cars going to upper Pl. Meadows

Name: Corinne Crandall, [REDACTED]

Project: Little Kate Pathway

Comments:

We are "solving" a problem that doesn't exist. There are  
sidewalks for pedestrians + bike lanes for bicycles.  
E-bike + motorized "bikes" are street vehicles. I do not  
want to play chicken w/ bikes on a sidewalk or pathway.

The pathways installed on McClelland Creek + The Rail Trail  
do not work. People I know are frightened to walk there.  
Little Kate might benefit from yellow lines to delineate  
the bike lanes + education of drivers to respect the

bike lane.

Thank you.

(over)

I understand we have funds to use which may have a use deadline. Use the funds to make access to the bus stops more amenable for people on Lucky John / Evening Star where there are ~~not~~ existing sidewalks / bike lanes.

Question: Have pedestrians / bikers been involved in vehicle accidents? Having lived here 30 years I am not aware of any, so what are we addressing on Little Kate. Identify a problem that doesn't exist, then create a solution that engenders a problem?

Name: EMIL CARAZO

Project: Meadows Sidewalk

Comments:

How About speed  
enforcement on all streets  
in Park Meadows - speed is 20 mph!!

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Name: Jan Osterhaus

Project: Little Kate

Comments:

Please no multidirectional path  
Keep bikes separate from pedestrians  
Require e bikes to be licensed  
Signs - no bikes on sidewalk


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Name: Dana Ehrlich

Project: Little Kate

Comments:

You shouldn't invite people to a discussion when designs are moving forward without community. Computer models should not be the default for real-life testing. The REAL problem is underage E-bike riders riding dangerously. You've created a solution without addressing the real needs of neighbors who traverse Little Kate & Holiday Ranch Loop daily. Cost is abhorrent especially when the real needs aren't being addressed.

Name: RAY TOWNSEND 

Project: LITTLE KATE PL

Comments:

I will take the new KATE PATHWAY.

Brian Schiller -

45 years

- Spend resources on enforcement of driving laws, e-motorcycle laws
- 25% of drivers do not stop at stop sign at Little Kate and Evening Star.
- Many drivers exceed 20 mph on a regular basis - they look at me when I abide by speed limits and stop signs
- Bus stop improvements are a good idea!
- Focus on real solutions - not gimmicks that make City Staff and Council look like you are doing something!

⇒ We are opposed to the shared walkway

**\$19 million cost???** Money could be spent on other things?

### **Combining pedestrians, their dogs and bicyclists on the same path to reduce risk of bike/car accidents**

1. In Utah, bicycles are legally classified as moving vehicles. Isn't it more dangerous pedestrians and dogs to share the same path with moving vehicles?
2. Under-age kids ride E-Bikes recklessly and too fast next to pedestrians and dogs ...POTENTIAL ACCIDENT? No enforcement!
3. Pedestrians can't hear bicyclists approaching from behind...cyclists typically DON'T ring a bell or announce themselves... POTENTIAL ACCIDENT?
4. Ex: Pedestrian walking a dog on leash...bicyclist coming from behind...dog suddenly changes direction...POTENTIAL ACCIDENT?
5. *Bicyclist* with dog on leash...approaching a pedestrian... POTENTIAL ACCIDENT?

### **Narrowing traffic lanes to "calm traffic"**

1. Cars DON'T slow down...homeowners have complained...MORE DANGEROUS?
2. Greater collision risk from accidental lane weaving.
3. Large trucks and busses struggle to turn in opposite directions at the same intersection. MORE DANGEROUS?
4. Large trucks and busses steer onto gutters when passing in opposite directions to avoid collision with rear-view mirrors...MORE DANGEROUS to pedestrians and their dogs

Jeannine Seibert  
[REDACTED]

Re:  
Little Kate Pathway  
Multi-Use Trail

The 2 existing bike lanes  
are safe + are aligned with car/truck traffic  
as per national norms.

Pedestrians are on the side-walk - as per national  
norm.

There is no justified reason for paving  
12 feet so that pedestrians/youths/high performance  
bikes + ebikes are merged. Yellow striping  
is not a safe separating mechanism

**Subject:** I just sent this to Park City survey

**Date:** Monday, February 23, 2026 at 9:37:29 PM Mountain Standard Time

**From:** Franci Eisenberg <

**To:** Jennifer Seabury <



I walk my dog on the sidewalk along Little Kate Rd AT LEAST 4 times every day and more on weekends. I have had many, many near misses by adults and teenagers on ebikes and road bikes and every time it is because they are on the sidewalk and NOT in their designed bike lanes directly next to the sidewalk.

One time I was walking my dog about 5pm on Labor Day weekend on the sidewalk along Holiday Ranch Loop Rd. The incident included a deliberate near assault by an adult male and his adult wife who were on their e-bikes on the sidewalk along Holiday Ranch Loop Rd. I had politely asked them to ride in the designated bike lane directly next to where we encountered each other. He refused, claimed could ride where he wanted to (on the sidewalk), continued two houses to Little Kate Rd. Then he turned around, yelled to me exactly what he intended to do, then he rode his bike at me and stopped just inches from deliberately hitting me! The only reason he stopped directly in front of me was because his wife was riding behind him watching! I reported this incident to PCPD. There have been many near misses by both teenagers and adults on e-bikes riding toward me or behind me while I'm walking my dog on the sidewalk on both Little Kate and Holiday Ranch Loop Rd. Bikes (any kind except toddlers riding tricycles along side their parents) do not belong on sidewalks - especially right next to specially marked and designated bike lanes on the street! Both Little Kate and Holliday Ranch Loop Rd have specially and graphically marked bike lanes and should be used and enforced. I've taken many pictures. Little Kate Rd is one of the busiest highly pedestrian-used sidewalks in the city and should remain that way. "No bikes allowed" could be painted on them. Sidewalks are for walkers; designated bike lanes are for bikers; street lanes are for cars. Users of each should NOT deliberately co-mingle. Certainly bikes, ebikes and road bikes, never mix with walkers and dogs on 6' leashes stretched across sidewalks. Never. PCPD told me as a pedestrian I have the right of way and advised me to do whatever I needed to do to defend myself from a direct hit from a biker - especially one deliberately aiming at me either head-on or from behind. He advised me to not hesitate to swing the end of my dog leash to protect myself - even if the end of my leash has a metal carabiner attached to it! (I showed it to him.). These encounters can and should be avoided via separately marked lanes for each mode of transportation. Everyone has the right to use their own transportation area free from endangerment. The most vulnerable are pedestrians of all ages who run the risk of being hit by bikers on sidewalks. They need to be protected first and foremost. Period. Thank you.

Franci Eisenberg, long time Park Meadows resident.

A handwritten signature in blue ink that reads "Franci Eisenberg". The signature is fluid and cursive, with a large loop at the end of the last name.

**Response to Park Meadows Bike, Pedestrian, and Transit Improvements**

Presently Little Kate Road has two unidirectional bike paths and a sidewalk. The bicycle paths are primarily used by bike riders. The sidewalk is extensively used by solo walkers, groups of walkers, walkers with strollers, and walkers with one or more dogs. On occasion toddlers and youths ride slowly on the sidewalk, often with a parent. A single multiuse path will no longer separate walkers and bike riders. E-bikes riding on the multiuse trail will create a new hazard for pedestrians that will not be eliminated by making the path wider. Park City's bike routes and walkability attracted us to our home in Park Meadows. The present system works well on Little Kate Rd. I responded to the community survey and wrote that walkers and bicycle riders should be separate. This is what we have now. Conflicts arise when there are no options to separate transportation going at different speeds. There are now 5 foot bike lanes that parallel car traffic. This is safe particularly since there has been an effort to slow traffic to the posted 20 mile per hour speed limit.

There is little confusion over where bikes and walkers should be presently. The bike lanes are clearly marked the full length of Little Kate with the exception of directly in front of the PC MARC. The sidewalk only has some issues where the bus shelter and e-bike share rack may create some confusion. One solution would be to provide an additional sidewalk around the back of the bus shelter that is in front of the PC MARC.

The proposed mixed use pathway will be quite expensive since according to the proposed schematic Little Kate road needs to be reengineered with moving the gutters, curbs, and drains to new locations the entire length of the road. A much less expensive option would be adding signage for the existing bike lanes as well as signs for the sidewalk prohibiting all ebikes or at least all bikes going faster than 5 MPH. It should be noted that with the changes proposed, bus riders taking the Blue Line on the South side of Little Kate will have nowhere to stand in the winter, since where they stand is marked as a snow storage location on the future plan.

**Better use of Funds** are New Trails that lack adequate bike/walker routes include

- 1: A trail from White Pine Canyon Rd/Saint Mary's Church to Canyon Resort Drive (or even Sun Peak Dr if there is sufficient funds.
- 2: From the Rail Trail/Park City Heights intersection to Richardson Flat Park and Ride. This would also meet the rail bed that runs from there to the Jordanelle Parkway and to the popular Sparky trail head.

Improvements for bike riders and walkers are needed:

- 1: The rail trail from the city down to Richardson Flat Road is very difficult for walkers
- 2: The bike lanes end suddenly on Lower Deer Valley Dr at the traffic circle.
- 3: From Deer Valley Dr. up to the town lift. Signage is confusing with shared lanes.

Donald Seibert [Redacted]  
Jeannine Seibert [Redacted]



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

**March 5, 2026**

The Council of Park City, Summit County, Utah, met in open meeting on March 5, 2026, at 3:00 p.m. in the Council Chambers.

Council Member Ciraco moved to close the meeting to discuss property, personnel, litigation, and advice of counsel at 3:00 p.m. Council Member Zegarra seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Miller, Toly, and Zegarra

**EXCUSED:** Council Member Parigian

Council Member Parigian joined via Zoom.

**CLOSED SESSION**

Council Member Zegarra moved to adjourn from Closed Meeting at 4:27 p.m. Council Member Miller seconded the motion.

**RESULT: APPROVED**

**AYES:** Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

**WORK SESSION**

**City Property Encroachment Policy Update:**

Ryan Blair, Property and Environmental Services Manager, and Emily Flint, Law Clerk, presented on the City Property Encroachment Policy. Flint researched 10-15 cities in the west and how they handled encroachments. Blair stated that while working on the Treasure Hill easements, the team discovered that there was a lack of policy, internal and external, for City property-related encroachments. Blair sought direction from Council regarding approach: proactive versus complaint-based. A proactive approach required more cost upfront when considering surveys, manpower, extensive policy development, and the creation of an inventory of encroachments. Currently, staff reviewed encroachments based on complaints or applicant-driven requests, which could allow for some encroachments to go unaddressed or unenforced. However, with this model, resources were dedicated to addressing the current problem areas and it

1 required an overall lower administrative cost. Blair furthered that the high-level budget  
2 for a proactive approach would include one full-time employee (FTE) at \$125,000 and a  
3 \$100,000 operating budget. Blair mentioned that program operating costs would be  
4 higher for the first few years but could decrease as areas came into compliance. Blair  
5 stated that the staff recommendation was to not pursue lease or license fees, but they  
6 would be open to discussion if Council thought that it should be included in a policy.  
7

8 Flint highlighted staff delegation within the model: Option 1, Low: nearly all  
9 encroachments must be approved by Council. There could be a very specific list of  
10 exceptions (safety, access, temporary); Option 2, Medium: Council and staff would work  
11 together to create a tiered framework based on several factors (purpose, place,  
12 permanence); Option 3, High: staff would approve almost all encroachments. There  
13 could be a very specific list of instances where Council approval would be necessary  
14 (specific areas or above a certain size). Blair stated that a tiered oversight approach  
15 would be created for the encroachment type.  
16

17 Council Member Toly asked staff to help Council understand the scale of the  
18 encroachment problem. Blair stated that staff had an idea of the scale and that most  
19 encroachments are located in areas like the golf course, where large sections of open  
20 land are involved. Council Member Ciraco asked if staff anticipated having more or less  
21 encroachments in Park City 20 years from now if no action was taken at this time. Blair  
22 stated that those numbers would likely stay relatively flat. Council Member Zegarra  
23 asked if there was an entity that told the City that encroachments need to be enforced.  
24 Blair confirmed there were no other outside parties telling the City that they needed to  
25 enforce encroachments. Council Member Miller asked if staff would recommend fees on  
26 future encroachments. Blair stated that there would hopefully be a process set up where  
27 staff could charge an application fee for such instances.  
28

29 Council Member Toly asked if there was a way to have high-level, proactive  
30 encroachment enforcement, such as on the golf course, which got high use by the  
31 public. Blair stated that staff could return with a list of high impact areas. Council  
32 Members Toly and Parigian asked if there was another alternative to adding an FTE.  
33 Blair stated there might be another way, but staff would need to consider what that  
34 might look like. Council Member Ciraco shared his concerns about growing full-time  
35 staff and stated that other departments offset those costs with fee structures. Council  
36 Member Parigian asked what level of expertise was needed to create a rudimentary list  
37 of encroachments. Blair stated that staff already had a list. Council Member Ciraco  
38 proposed an initial grace period, or an application of \$1,000, but if a resident came in  
39 proactively, the cost would be \$200, to incentivize compliance while alleviating the  
40 burden to the City.  
41

42 Mayor Dickey asked if doing nothing now would hinder the City's ability to take action in  
43 the future when encroachments were found. Flint stated that it would not matter,  
44 because the encroachment was still on City property. Council Member Zegarra asked if  
45 the encroachments were a safety issue. Flint stated that they could be, but typically the

1 safety issues were in the right-of-way (ROW). Council Member Parigian asked if  
 2 adverse possession mattered regarding encroachment. Luke Henry, Assistant City  
 3 Attorney, stated that generally, you cannot claim adverse possession against  
 4 governmental entities or property. Council Member Parigian asked if golf course  
 5 encroachments would be included in that statement. Henry stated that it was not clear.  
 6

7 Council Member Miller supported a hybrid approach to a resolution that would involve  
 8 data building around high-profile areas to determine next steps, but would remain  
 9 complaint-based in other areas. Council Members Zegarra and Ciraco supported a  
 10 complaint-based approach. Council Member Toly requested a hybrid approach, but only  
 11 if the cost was below \$125,000. If the cost was above that, she favored a complaint-  
 12 based approach. Mayor Dickey stated that in a tight budget year, hiring an FTE to  
 13 resolve a problem that was not an issue did not seem like the right appropriation of  
 14 funds. Council Member Parigian indicated he was leaning toward a proactive approach  
 15 and did not want to hire an FTE unless it could be paid for with fees and licenses.  
 16

17 Mayor Dickey summarized that the majority of Council favored a hybrid approach, with  
 18 the caveat that a budget number lower than an FTE would return to Council for  
 19 approval. Blair clarified that Council direction was to start a database of the high-profile  
 20 areas, and not to return with a policy on them. Mayor Dickey stated that Council would  
 21 like to take action on some subset of encroachments if necessary. Blair sought  
 22 clarification on the database usage after it was compiled and how it would relate to the  
 23 creation of a policy. Council Member Toly asked City Attorney Margaret Plane if there  
 24 was a state code regarding encroachment fees. Plane stated that there was not a state  
 25 code that established the rate a governmental entity could charge for its property. Plane  
 26 furthered that an analysis on a high-profile area, such as the Municipal Golf Course,  
 27 could help direct policy. Council concurred.  
 28

29 **REGULAR MEETING**

30 **I. ROLL CALL**

<b>Attendee Name</b>	<b>Status</b>
Mayor Ryan Dickey Council Member Bill Ciraco Council Member Molly Miller Council Member Tana Toly Council Member Diego Zegarra Jodi Emery Acting City Manager Margaret Plane, City Attorney Marissa Marleau, Deputy City Recorder	<b>Present</b>
Council Member Ed Parigian	<b>Excused</b>

33 **II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF**  
 34

1 **Council Questions and Comments:**

2 Council Member Miller asked Council if there was support to give the City Engineer  
3 more authority in the code to manage encroachments on the City right-of-way. The  
4 Council agreed. Council Member Toly recognized past Council Members who had  
5 passed away and read a brief statement on Anne McCoid.

6  
7 **III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON**  
8 **THE AGENDA)**

9  
10 Mayor Dickey opened the meeting for any who wished to speak or submit comments on  
11 items not on the agenda. No comments were given. Mayor Dickey closed the public  
12 input portion of the meeting.

13  
14 **IV. CONSENT AGENDA**

15  
16 **1. Request to Authorize the City Manager to Execute an Agreement with Cache**  
17 **Valley Electric, in a Form Approved by the City Attorney's Office, Not to Exceed**  
18 **\$135,000 to Provide Security Camera and Access Control for The Mine at City**  
19 **Park:**

20  
21 Council Member Toly moved to approve the Consent Agenda. Council Member Miller  
22 seconded the motion.

23 **RESULT: APPROVED**

24 **AYES:** Council Members Ciraco, Miller, Toly, and Zegarra

25 **EXCUSED:** Council Member Parigian

26  
27 **V. NEW BUSINESS**

28  
29 **1. Consideration to Authorize the Acting City Manager to Sign a Memorandum of**  
30 **Understanding with 1251 Kearns, LLC and Emporium Properties, LLC to Realign**  
31 **Munchkin Road and Create a Larger City-Owned Lot at 1825 Woodbine:**

32 Chris Eggleton, Economic Development Director, stated that design work began in  
33 2018, progressed over the years, and was now at a critical planning stage, with target  
34 construction to begin in the fall of 2027. He recapped that Council had already made  
35 significant investments in the Bonanza Area, including: approx. \$5M for construction  
36 and redesign of Homestake Road; approx. \$7M contract to bury power lines in Bonanza  
37 Park, and the partnership with J. Fisher Development on the construction of  
38 EngineHouse. Eggleton played a short video to outline the different possibilities for  
39 Munchkin Road relocation: Option 1, relocate through City-owned property, the Recycle  
40 Utah center; Option 2, shift the alignment slightly north, through a portion of the events  
41 center, or through the Boneyard property. The video illustrated that Option 2 would  
42 require a partial demolition of the event center and the creation of new easements,  
43 which would benefit the business owner and the City. Option 2 would mean the City  
44 must reimburse the Boneyard landowner for some utility relocation costs, and it must

1 develop and maintain a temporary parking lot on the Recycle Utah property for less than  
2 10 years to address the Boneyard parking deficiencies and area parking constraints  
3 during area transformation. The video further described that with Option 2, if chosen,  
4 the City could preserve the Recycle Utah lot for future use and expand it by adding land  
5 from the vacated ROW and excess property. The proposed MOU would create a  
6 framework to study and design the potential Option 2 realignment and return future  
7 decisions to the Planning Commission and Council.

8  
9 Eggleton stated that Fisher would contribute a roadway right-of-way, or a permanent  
10 easement for Munchkin Road, which would not be decided in the present MOU.  
11 Eggleton furthered that the MOU contemplates a connectivity opportunity from the 5-  
12 acre parcel to Park Avenue with a 2,200 square foot easement for a 15-foot path on the  
13 Emporium property. He stated that in exchange, the City would be granting Emporium  
14 users the capacity to access the 5-acre parcel through what could be a service road.

15  
16 Council Member Toly asked what would happen if the service road was eliminated.  
17 Eggleton stated that the service road would need to be in place to facilitate that part of  
18 the negotiations. Council Member Toly clarified that the 5-acre project would need to be  
19 approved prior to the Emporium easement. Eggleton stated that the Munchkin  
20 realignment and Emporium easement would be connected in the form of an agreement,  
21 but the timing of the two was contemplated with the real-estate purchase agreement  
22 and the necessity for the 5-acre and Emporium to connect. Mayor Dickey asked what  
23 would be going before Planning Commission if the MOU was approved. Eggleton stated  
24 that there would be multiple items brought before the Planning Commission which  
25 would include the City-owned temporary parking lot, Boneyard parking lot redesign,  
26 Emporium and Woodbine way connectivity, and the demolition of Fisher's property.  
27 Mayor Dickey asked if there would be a new parking determination made as part of the  
28 Yard expansion that could be inclusive of the City-owned lot. Eggleton stated that, to put  
29 the road through the Boneyard property, Fisher would lose 18 stalls. Eggleton furthered  
30 that the Yard had a condition of approval which obligates them to create a parking  
31 agreement in order to utilize any portion of the events center, which renders the events  
32 center useless to Fischer, and would require going before Planning Commission to  
33 change the conditions of approval. Council Member Toly asked if this would be a joint  
34 application, to which Eggleton confirmed.

35  
36 Council Member Ciraco sought confirmation that Kimball was able to use the events  
37 center because the City provided parking on the 5-acre parcel. Eggleton confirmed that  
38 the City and Kimball had a parking arrangement due to the land management usage.  
39 Eggleton stated that to construct a temporary, surface parking lot on Recycle Utah it  
40 would cost around \$600,000, and the term would need to be determined. In addition, to  
41 finalize the Emporium easement, PCMC would need to pay a capped \$100,000 toward  
42 infrastructure impacts with event center demolition. He added that to finalize the  
43 pedestrian pathway easements along Kearns Blvd. and Munchkin Road, PCMC would  
44 need to grant temporary license for employee parking on the 5-acre parcel until  
45 construction advances or the City otherwise terminates license. Council Member Toly

1 asked if the parking lot would be City-owned and paid for with ongoing capital costs.  
2 Eggleton confirmed that the land and parking lot would be City-owned and it would be  
3 managed by the City's Parking Team. He clarified that the MOU did not include  
4 overnight residential parking on that lot because it would conflict with Yard's peak  
5 demand. Council Member Toly asked how many parking spots the lot would have.  
6 Eggleton stated that the number of spots remained undecided.  
7

8 Council Member Ciraco requested a ballpark estimate of what the land was worth in that  
9 5-acre area. Eggleton stated that the land was a bit encumbered, but he estimated the  
10 value at \$1.5M to \$3M. Council Member Toly inquired about the period in which the 10-  
11 year commitment for parking would begin. Eggleton stated that the time frame would  
12 begin after the parking lot was completed. Council Member Ciraco asked Mark Fischer  
13 if he had seen parking lot impact from the EngineHouse or the reconstruction from  
14 Homestake. Fisher stated that around 10 stalls were poached daily, and overnight  
15 parking from Homestake apartments was getting worse.  
16

17 Mayor Dickey opened public input. No comments were given. Mayor Dickey closed  
18 public input.  
19

20 Council Member Ciraco moved to authorize the Acting City Manager to sign a  
21 memorandum of understanding with 1251 Kearns, LLC and Emporium Properties, LLC  
22 to realign Munchkin Road and create a larger City-owned lot at 1825 Woodbine. Council  
23 Member Toly seconded the motion.

24 **RESULT: APPROVED**

25 **AYES:** Council Members Ciraco, Miller, Toly, and Zegarra

26 **EXCUSED:** Council Member Parigian

27  
28 **1. 2026 Legislative Session Update:**

29 Michelle Downard, Strategic Initiatives Advisor, updated Council on bills being  
30 discussed during the Legislative Session that could potentially impact Park City. She  
31 stated that a change regarding political signs and where they could be placed might  
32 require the City to establish a process for removal. Downard added that the bill  
33 associated with primary residential property tax rates had not moved forward and was  
34 still in committee. She stated that the childcare tax credit bill passed and was awaiting  
35 the Governor's signature. HB215, the bill regarding landscape restriction amendments,  
36 would require a code amendment to restrict any municipality from prohibiting property  
37 owners from removing vegetation from their property, which was located in the wildlife-  
38 urban interface zone. HB381 passed and prohibited modifying and tampering with e-  
39 bikes, and it requires individuals under 21 to wear helmets when operating. HB479,  
40 election code modification, was still in the Senate Rules Committee. HB548, Primary  
41 Election Amendments would allow municipalities to have the option of holding a primary  
42 election if the number of candidates exceeded twice the number of open seats, but a  
43 primary election would be required if there were three times the number of candidates  
44 as seats available. This bill was still in committee. SB262, the bill that would prohibit law

1 enforcement vehicles to initiate traffic stops failed in the Senate. Margaret Plane stated  
2 that SB97 failed, but SB321 could potentially pass. SB284 and HB477 had been sent  
3 back to Rules, and HB597 was through both houses. Plane furthered that of the 31 bills  
4 that Park City was following, only eight would potentially make it through.

5  
6 Council Member Miller moved to close the meeting to discuss personnel at 7:02 p.m.  
7 Council Member Ciraco seconded the motion.

8 **RESULT: APPROVED**

9 **AYES:** Council Members Ciraco, Miller, Toly, and Zegarra

10 **EXCUSED:** Council Member Parigian

11  
12 **CLOSED SESSION**

13  
14 Council Member Miller moved to open the meeting at 7:40 p.m. Council Member Ciraco  
15 seconded the motion.

16 **RESULT: APPROVED**

17 **AYES:** Council Members Ciraco, Miller, Toly, and Zegarra

18 **EXCUSED:** Council Member Parigian

19  
20 **VI. ADJOURNMENT**

21  
22 With no further business, the meeting was adjourned.  
23  
24  
25

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Marissa Marleau, Deputy City Recorder



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

**March 6, 2026**

The Councils of Park City and Summit County, Utah, met in open meeting on March 6, 2026, at 9:00 a.m. in the Council Chambers.

**SPECIAL MEETING**

**I. ROLL CALL**

<b>Park City Council Attendee Name</b>	<b>Status</b>
Mayor Ryan Dickey Council Member Bill Ciraco Council Member Molly Miller Council Member Tana Toly Council Member Ed Parigian via Zoom Council Member Diego Zegarra Jodi Emery Acting City Manager Margaret Plane, City Attorney Paige Galvin, Deputy City Recorder	<b>Present</b>
None	<b>Excused</b>

16

<b>Summit County Council Attendee Name</b>	<b>Status</b>
Chair Canice Harte Vice Chair Roger Armstrong (joined at 9:20 a.m.) Council Member Tonja Hanson (joined at 9:14 a.m.) Council Member Megan McKenna Council Member Chris Robinson via Zoom Shayne Scott, County Manager Margaret Olson, County Attorney Melissa Mendez, Assistant County Clerk	<b>Present</b>
None	<b>Excused</b>

17  
18  
19

**II. DISCUSSION ITEMS AND PRESENTATIONS**

1 **Park City Senior Center by Matt Lee, Park City Economic Development Project**  
2 **Manager:**

3 Matt Lee, project manager with the Park City Economic Development team, gave an  
4 update on the Park City Senior Center with the backstory, the parcel history, current  
5 status, and anticipated budget and timeline. Mayor Dickey stated that the aim of this  
6 joint meeting was to give the Summit County Council an update on progress and to  
7 open it for questions.

8  
9 Council Member Hanson asked for clarification on the target square footage and Lee  
10 responded that the direction was to target 13,000 sf with design flexibility up to 15,000  
11 sf pending final funding. Council Member Toly pointed out that they didn't understand  
12 how much building support and circulation was needed in a 13,000-sf building. They  
13 would be losing about 1/3 of the building to that use and not for any programmable  
14 space so that was why they were considering going up to 15,000 sf. Lee added that the  
15 smaller you get, the bigger the portion your building support would be, such as  
16 mechanical and electrical rooms, elevators, hallways, stairs, etc., and circulation goes  
17 up.

18  
19 Chair Harte asked for context of what they currently had versus this proposal. Lee  
20 answered that the current footprint was 3,200 sf and a lot of that was dining room space  
21 which was a flexible space. The improvements include a larger kitchen and dining room,  
22 and the multi-purpose room would be a significant increase for programming i.e.,  
23 exercise, games, etc. City Council Member Toly compared the existing senior center to  
24 a house, and this new center is going to be more of a campus or facility.

25  
26 Mayor Dickey pointed out that right now everything happens in the same space and the  
27 Council asked to combine the dining space with more activity space, but there are a lot  
28 of staff requirements to convert the space back and forth between the food service and  
29 activity space, especially as they anticipate growing the food service in the future. The  
30 Council did shrink that multi-purpose space and Lee added that there is a lot of  
31 intentionality with putting the kitchen, dining room and lounge space on the ground  
32 floors for better accessibility and putting the fitness room and multi-purpose space on  
33 the 2<sup>nd</sup> floor.

34  
35 Council Member McKenna asked if there is a plan to rent out the space to other  
36 community needs when it is not being used by the seniors. She also volunteered that  
37 she is the senior services liaison with Council Member Hanson this year. Lee responded  
38 that they were not considering renting the space out at this point. Council Member Toly  
39 added that more of the discussion has been making the parking lot multi-use for the  
40 Park City Film Series rather than the building itself.

41  
42 Council Member Hanson asked about the timeline and Lee answered that if they started  
43 construction in spring 2027, they estimate it would be finished in late 2028. Council  
44 Members Hanson and Armstrong asked for the estimated number of seniors in 2028  
45 2029. They wondered how many members would be in this building when it is complete

1 and what the percentage would be of the 800 current members of the total current  
2 population. Lee stated he would look into that. Mayor Dickey noted that the seniors had  
3 exponential growth and participation at the senior center over the last four years, which  
4 is far beyond the growth of the senior center. The more it is programmed, and the better  
5 it functions, the bigger it gets. The population hasn't changed that much in four years,  
6 so it is going to be hard for Lee to project that data. Council Member Toly suggested  
7 Lee share the 2023 study that the Leadership Park City class did on demographics and  
8 the senior needs. She has been the senior services liaison for Park City in the past and  
9 Council Member Parigian will be the City liaison going forward.

10  
11 **Recycle Utah and Solid Waste Status Briefing by Luke Cartin, Park City Land and**  
12 **Environmental Sustainability Director, and Janna Young, Deputy County**  
13 **Manager:**

14 Council Member Toly noted the cost for a restaurant to participate in the program is  
15 substantial on top of already paying for trash and recycling. This adds an extra burden,  
16 and every little bit matters for small businesses, so the bags and the cost to businesses  
17 is something she would like to look at for small businesses.

18  
19 Council Member Miller commented that the most powerful message for her was how  
20 much more she would have to pay when the landfill is full and she suggested that more  
21 specific numbers would be a powerful tool for education. Council Member Hanson loved  
22 the idea of requiring participation and thought that the County should do that also.  
23 Council Member McKenna asked about plans to include multi-family housing and Cartin  
24 answered that the idea is to get 80% of the brick & mortar first and then tackle that next.

25  
26 **Olympic Observer Program Debrief by Jodi Emery, Acting City Manager, and**  
27 **Shayne Scott, County Manager:**

28 Acting City Manager Jodi Emery and Summit County Manager Shayne Scott presented  
29 what they observed, what they learned, and what they brought home from Cortina, Italy  
30 at the 2026 Olympic games. Council Member Toly noted that at the biathlon, they threw  
31 an Oktoberfest type party after the event and what they did well was the vibe.

32  
33 Council Member Hanson pointed out that they stayed 45 minutes away and she thought  
34 about other areas outside of the nucleus of the events in Park City. She wanted to  
35 ensure the citizens and communities in the eastern part of Summit County are included  
36 and involved in the 2034 Olympics. Mayor Dickey continued that there is a shift from the  
37 Salt Lake City, Utah Games to the Utah 2034 Games as a big theme and how to get the  
38 whole state activated.

39  
40 Council Member Ciraco was in Bormio, Italy, where the Men's Alpine events were held,  
41 and it was very quiet. Every December Bormio hosts a World Cup skiing event and  
42 there were three times the amount of people at the World Cup than they had for the  
43 Olympics. Just having one event with days in between caused people to come in and  
44 out daily rather than staying the whole time. Council Member Zegarra thought

1 consideration should be given on how to make these the most inclusive games we can  
2 for the visitors and locals.

3 **Wrap Up and Schedule Next Joint Meeting:**

4 Mayor Dickey hoped to meet quarterly, and Council Member Toly suggested two hour  
5 meetings. Discussion took place about how often to meet, how long, the time and  
6 perhaps including the Park City School District. It was decided the next meeting would  
7 be held on June 12<sup>th</sup> at 8:30 am.

8

9 **III. ADJOURNMENT**

10

11 With no further business, the meeting was adjourned at 10:43 AM.

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Paige Galvin, Deputy City Recorder



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

**March 5, 2026**

The Council of Park City, Summit County, Utah, met in open meeting on March 19, 2026, at 3:00 p.m. in the Council Chambers.

Council Member Ciraco moved to close the meeting to discuss property and personnel at 3:01 p.m. Council Member Miller seconded the motion.

**RESULT: APPROVED**  
**AYES:** Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

Council Member Parigian joined via Zoom.

**CLOSED SESSION**

Council Member Toly moved to adjourn from Closed Meeting at 3:36 p.m. Council Member Ciraco seconded the motion.

**RESULT: APPROVED**  
**AYES:** Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

**WORK SESSION**

**3:30 p.m. - Capital Budget Process and Overview:**

Penny Frates, Assistant Budget Director, and Erik Daenitz and Brian Baker, Zions Public Finance, presented this item. Frates noted that with any capital project, there would be ongoing operating costs. Daenitz reviewed one-time revenue and recurring revenue that the Capital Fund received. He broke down the current fund balance of \$106 million to show where those revenues were collected. He also reviewed the restrictions on some of the funds. Daenitz asserted there were funds and bonding options available to undertake large capital projects. Baker explained bonding and debt service for a hypothetical capital project. Daenitz noted a pay-as-you-go strategy would cut the number of projects the City could do at this time.

Mayor Dickey asked if issuing a sales tax revenue bond would put it on the balance sheet and if that was flexible. Daenitz stated the projects in front of the City would warrant a sales tax bond and a bond shouldn't be issued just to have one. Frates noted

1 the remaining 2019 bond funds would be used for the community center. Daenitz noted  
2 projects funded with debt would put the burden on future residents and the pay-as-you-  
3 go alternative would put all the burden on current residents. Baker stated ideally, the  
4 bond funds should be used within three years of being issued.

5  
6 Council Member Zegarra asked if there was a recommended cadence for future capital  
7 projects coming online. Frates stated funding projects was a policy discussion, but the  
8 Budget Team was ready to go once the Council issued a directive. Council Member  
9 Ciraco indicated government revenues came from different sources and asked for a  
10 breakdown of the City's revenue sources. Daenitz stated most of the City's revenue  
11 came from sales tax and it was dependent on the community making those sales.  
12 Council Member Ciraco asserted the City's duty was to its taxpayers, and noted most of  
13 the sales tax revenue came from tourists. He acknowledged the City had good snow  
14 years and bad ones, and asked about those downturns in sales tax revenue. Daenitz  
15 stated this potential bond strategy was very conservative. He felt the projection was  
16 reasonable and that it would protect the City in times of uncertainty. Baker indicated the  
17 hard part of issuing debt was making a bet on rates and future revenues. He felt the  
18 rates for 15–20-year bonds were around 4% interest and the City should look to see if  
19 the interest rate worked for the project model.

20  
21 Council Member Toly asked how the City got the policy of not having debt service  
22 higher than 65% of the fund revenues. Daenitz reviewed the history of that decision  
23 made by a previous Council. Council Member Toly asked if that restricted how the City  
24 could bond, to which Daenitz indicated it would not. Council Member Miller asked if the  
25 current Capital Fund balance was usual for a municipality. Council Member Ciraco  
26 indicated the legislature wanted to limit the fund balance, but the bill didn't pass. Daenitz  
27 stated the General Fund balance used to be limited to 25% of the annual revenue. Then  
28 during COVID, the state changed the law that allowed the General Fund to carry a 35%  
29 balance of revenue. The way this was dealt with was so as not to exceed that  
30 percentage was to transfer money from the General Fund to the Capital Fund. There  
31 were not many cities in the state that were like Park City. Baker explained how the  
32 funds contributed to high bond ratings.

33  
34 Mayor Dickey asked if the Council wanted to build fund balances to fund projects or use  
35 bonding methods, and stated the City had the capacity to fund these projects. Council  
36 Member Ciraco asked what the Budget Team's recommendation was to which Frates  
37 stated if Council wanted to move the projects forward, she would recommend debt.  
38 Council Member Ciraco asked what the timeline would be to issue a bond, to which  
39 Baker indicated 90 days. Council Member Ciraco wanted to hold off on the bonds until  
40 the projects were ready to be implemented. Council Member Zegarra asked which  
41 projects needed to be funded and wanted to explore bonding that wasn't maxed out.  
42 Baker noted he was asked to present the maximum that the City could bond for but the  
43 City could opt for a lesser amount. Council Member Ciraco supported using some form  
44 of the City's debt capability. Council Member Miller supported a bond structure if  
45 needed and supported creating a prioritization framework. Council Member Toly wanted

1 to move the projects forward and asked how much it would cost to do them all, to which  
2 Daenitz stated \$335 million. Council Member Toly supported a bonding structure.

3  
4 **Discuss FY27 Compensation Strategy:**

5 Sarah Mangano and Amy Villarreal, Human Resources, presented this item. Villarreal  
6 reviewed the employee turnover situation and compensation strategy within the past  
7 five years. Mangano asserted she wanted to maintain market competitiveness while  
8 being able to fund health benefits. She indicated cost of living allowance (COLA)  
9 increases kept employees whole but did not reward them for experience and  
10 performance. She gave scenarios of COLA and merit increases and how they affected  
11 the pay bands.

12  
13 Council Member Toly asked how many open positions the City currently had, to which  
14 Mangano stated three, and noted the City was in a strong position with recruitment.  
15 Council Member Toly asked for the reasons employees were leaving, to which  
16 Mangano stated it was for a variety of reasons. She reviewed that in the past, people  
17 left because they didn't want to make the drive or that they could not afford to live in  
18 Park City. Council Member Ciraco noted the past recruitment problems occurred before  
19 the City had a childcare program and affordable housing options. He asked how many  
20 employees were at the City currently, to which Mangano stated there were  
21 approximately 350 employees. Council Member Ciraco asked if the City had ever  
22 implemented a reduction in force, to which Frates stated they had a hiring freeze during  
23 COVID, but no reduction. Council Member Ciraco asked if City employees had more  
24 employment security than seasonal workers to which Mangano affirmed. Mangano  
25 stated more than 50% of employees came from outside the Wasatch Back even though  
26 the City had more affordable housing units now.

27  
28 Council Member Miller asked how many employees were at the bottom of their pay  
29 band. Mangano explained that after the wage study was done, employees with  
30 experience were brought up. All hires within the last two years have not had that pay  
31 bump. Council Member Miller asked if it was possible to lower the COLA amount to  
32 which Mangano stated that was a Council decision. She also stated it would be nice to  
33 pay for performance since that was the plan that was presented to employees in 2024.  
34 Council Member Zegarra asked if COLA and merit pay was an all or nothing decision, to  
35 which Mangano stated no, but if the merit increase was not given, the number would be  
36 bigger next year in order to stay within the plan.

37  
38 Mayor Dickey asked if the City had reached a stable position where it could only pay  
39 COLAs or would the City need to pay the employees merit increases. Mangano stated  
40 there would always be merit increases based on the pay band. Another option would be  
41 to budget all employees at the top of the pay bands and then the City would see savings  
42 every year. Once the pay plan was completely funded, the increases would be more  
43 predictable. Council Member Miller asked if every employee would get a merit increase.  
44 Mangano explained reasons for not getting a step increase, including lack of

1 performance or experience. Council Member Ciraco asked if the total pay increase  
2 would be 8%, to which Frates stated the increase was not a flat increase for everyone.

3  
4 Council Member Toly supported a COLA and merit increase in the budget because this  
5 was a world-class destination and she wanted world-class employees. Council Member  
6 Ciraco asked if a decision had to be made tonight or if the City Manager could give  
7 feedback in a few weeks. Mangano stated she was just looking for general direction  
8 tonight. Council Member Ciraco was looking at a merit only and both COLA and merit.  
9 Council Member Miller supported a COLA and merit increase. Council Member Zegarra  
10 wanted to keep talent and supported a COLA and merit increase.

11  
12 **High Valley Transit Construction Activities Presentation:**

13 Kim Carson and Caroline Rodriguez, High Valley Transit (HVT), presented this item.  
14 Carson indicated the BRT construction would start next week. She noted her staff  
15 worked closely with the Park City team and she saw all the work being put into  
16 transportation. Rodriguez indicated HVT would bring Council regular updates on their  
17 construction activities. She displayed the final design for the Box of Rocks intersection.  
18 She noted the Park City Condos HOA approved land acquisition for this project and  
19 HVT would restore landscaping after the construction was completed. The Thaynes  
20 Station design was reduced but it could be a full design if Council chose. Mayor Dickey  
21 indicated he would like to bring that discussion back for further Council discussion at a  
22 future meeting. Rodriguez indicated Gabe Shields would send the City information for  
23 the Council to consider.

24  
25 Rodriguez reviewed the McPolin Barn area design and stated the medians were moved  
26 north of the Barn to accommodate the transit lanes. She stated the total BRT project  
27 would cost \$100 million and they would hold 10% in contingency funds as they went into  
28 construction. They had 36 parcels that were needed for right-of-way easements and  
29 they had all the easements they needed for the 2026 construction season.

30  
31 Kat La Chapelle, Stacy Witbeck Construction, stated they would set up traffic control  
32 and redo striping this spring. They would maintain two lanes of traffic and construction  
33 would be done at night. She reviewed the different areas that would be affected this  
34 year. John Robertson, City Engineer, explained the impact to the Box of Rocks  
35 intersection. Dianne Olson, Stacy Witbeck Project Information and Outreach Team,  
36 reviewed the outreach methods that would be used during this project.

37  
38 Council Member Ciraco asked if there was a plan for variable message signage (VMS)  
39 to direct people to SR 248, to which it was affirmed. Council Member Ciraco stated  
40 there was an incident where a City bus killed a moose. He requested that a wildlife  
41 sculpture by the McPolin Barn be relocated during construction. Chris Eggleton  
42 indicated those sculptures had already been relocated.

43  
44 **REGULAR MEETING**  
45

1 I. ROLL CALL  
 2

Attendee Name	Status
Mayor Ryan Dickey Council Member Bill Ciraco Council Member Molly Miller Council Member Ed Parigian (arrived at 5:45 p.m.) Council Member Tana Toly Council Member Diego Zegarra Jodi Emery, Acting City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

3  
 4 II. APPOINTMENT

5  
 6 **1. Appointment of Adam Lenhard as City Manager of Park City Municipal Corporation:**

7  
 8 Adam Lenhard thanked the Council for their confidence in him. He was 100%  
 9 committed to this job and he and his family would be moving to Park City soon. He  
 10 summarized his background. Mayor Dickey thanked Jodi Emery, Acting City Manager,  
 11 for doing a great job in the interim. He stated he was looking for someone to fill the City  
 12 Manager position who had a demonstrated track record of strong organizational  
 13 leadership. He was impressed with Lenhard’s people-first style and the way he leads.  
 14

15 Council Member Zegarra moved to appoint Adam Lenhard as City Manager of Park City  
 16 Municipal Corporation. Council Member Toly seconded the motion.

17 **RESULT: APPROVED**

18 **AYES:** Council Members Ciraco, Miller, Toly, and Zegarra

19 **EXCUSED:** Council Member Parigian

20  
 21 III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

22  
 23 **Council Questions and Comments:**

24 Council Member Toly indicated this year the City had a low snowpack and she expected  
 25 a summer of fire danger. She asked if the Fire Chief and the Emergency Team could  
 26 come talk to the community about emergency management for the community and for  
 27 families. Jodi Emery stated staff was working on a presentation. Council Member Ciraco  
 28 noted the state published the Wildland Urban Interface risk maps and residents can  
 29 zoom in on the maps to see where the high-risk areas were located.  
 30

31 **Staff Communications Reports:**  
 32

1 **1. Re-Create 248 Transit Study: Public Outreach Recap:**

2  
3 **2. Park City Municipal Website Redesign:**

4  
5 **3. December 2025 Sales Tax Report:**

6  
7 **4. Overview of Vanpool Pilot Program:**

8  
9 **IV. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON**  
10 **THE AGENDA)**

11  
12 Mayor Dickey opened the meeting for any who wished to speak or submit comments on  
13 items not on the agenda.

14  
15 Charlie Sturgis 84060 reviewed the history of cross-country skiing in the City. Cross  
16 country skiing was the most requested amenity when choosing an alpine skiing  
17 community to visit. He stated White Pine Ski Center was in the upper 5% of cross-  
18 country ski centers in use in the country.

19  
20 Dave Hanscom 84060 promoted cross country skiing and reviewed the history of ski  
21 racing on the golf course in the 1970s until it became prohibited. He hoped that rule  
22 would be changed in the future. He thought the golf course needed help with cross-  
23 country skiing. He stated cross country skiing brought more money into the community  
24 than golfing did. He hoped that as the golf course was renovated, cross-country skiing  
25 would be kept in mind. He also requested snowmaking for the course in the winter.

26  
27 Lynn Ware Peek 84060 was a cross-country ski instructor, and she thought the  
28 community resource in town was fostering young athletes. She hoped the City could  
29 contribute to making the sport more accessible.

30  
31 Jen O'Brien, Summit County Clubhouse Director, thanked the Council for the emergent  
32 need grant this past winter. She noted her facility helped those with mental illness who  
33 were homeless. She looked forward to having more housing partnerships with the City  
34 in the future.

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

37  
38 Council Member Parigian arrived at 5:45 p.m.

39  
40 **V. CONSIDERATION OF MINUTES**

41  
42 **1. Consideration to Approve the City Council Meeting Minutes from February 25**  
43 **and 26, 2026:**

1 Council Member Toly moved to approve the City Council meeting minutes from  
2 February 25 and 26, 2026. Council Member Miller seconded the motion.

3 **RESULT: APPROVED**

4 **AYES:** Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

5  
6 **VI. CONSENT AGENDA**

7  
8 **1. Request to Authorize the City Manager to Execute an Agreement with the**  
9 **Center for Transportation and the Environment in a Form Approved by the City**  
10 **Attorney’s Office for Consultant Services to Develop Park City Transit’s Phase II**  
11 **Zero Emission Transition Plan Not to Exceed \$150,000:**

12  
13 **2. Request to Execute a Contract with the Following Artists: Anna Leigh Moore,**  
14 **Emily Miquelon, and Scout Maziarz, in a Form Approved by the City Attorney’s**  
15 **Office and Recommended by the Public Art Advisory Board, for the Design of**  
16 **Artful Bike Racks, Not to Exceed \$800 per Approved Design, For a Total Amount**  
17 **Not to Exceed \$5,600:**

18  
19 **3. Request to Authorize the City Manager to Execute a 24-Month Trial-Use**  
20 **Agreement in a Form Approved by the City Attorney’s Office with Transtax**  
21 **Advisors, LLC., to Assist the City in Securing Federal Clean Energy Tax Credits**  
22 **Available Under the Inflation Reduction Act of 2022 through the Elective Pay**  
23 **(Direct Pay) Program:**

24  
25 **4. Request to Authorize the Mayor to Enter into a City Manager Employment**  
26 **Agreement with Adam Lenhard, in a Form Approved by the City Attorney:**

27  
28 Council Member Toly moved to approve the Consent Agenda. Council Member Zegarra  
29 seconded the motion.

30 **RESULT: APPROVED**

31 **AYES:** Council Members Ciraco, Miller, Parigian, Toly, and Zegarra

32  
33 **VII. OLD BUSINESS**

34  
35 **1. Discuss Design and Strategy Preferences for the Bonanza 5-Acre Site**  
36 **Redevelopment:**

37 Steve Swisher, David Brint, Carly Brinla, Lisa Swisher, GTS Development and  
38 Brinshore Development, Katie Wilking, Berkshire Hathaway, Chris Geddes, Design  
39 Workshop, Joel Jennings and Ryan Hammerschmidt, Method Studio, and Jocelyn  
40 Scudder, Park City Summit County Arts Council were present for this item. Swisher  
41 reviewed the history of the project and stated they had worked with the Council and had  
42 six work sessions to explore opportunities, options, and outcomes. He noted this  
43 community would be a mixed-use development and a third place for community

1 gathering and activation. It would also include a village green. He noted that per Council  
2 direction, there would be 106 residential units and underground parking that could  
3 accommodate 250-300 stalls. There would also be a transit lane along Bonanza Drive.  
4 The commercial uses would be along Bonanza and would include local shops, a  
5 restaurant and a coffee shop. The commercial space on Kearns would include a gym for  
6 residents and the community. The community room would also be for residents and  
7 community members.

8  
9 Swisher indicated this site used to be where two railroads converged and he wanted to  
10 incorporate that history into the design. Geddes explained the circulation plan for the  
11 site to make it mobility friendly, including a bus lane and bike lanes. He reviewed each  
12 part of the design and the uses planned. He noted the goal was to make Bonanza Drive  
13 more walkable with a six-foot wide landscaped area, a 10-foot bikeway and 5-foot  
14 pedestrian space.

15  
16 Swisher wanted to use the vibrant colors seen with the miner cabins, the gabled roofs,  
17 and the porch and trim details as part of this design. He also wanted to include heavy  
18 timber, metal roofs and steel frame windows. Jennings displayed more detailed design  
19 for the layout of the project. Wilking stated they wanted to include amenities that would  
20 draw people in, that wasn't home or work. They wanted outdoor spaces, cafes, grab-  
21 and-go spaces, a pub, a bike shop, and coworking spaces. They wanted a place  
22 everyone could enjoy. Scudder indicated the Arts Council was in place to support the art  
23 sector. She thought this site would support local artists and they could hold classes and  
24 other activations.

25  
26 Brinla reviewed the affordable housing on the site and what professions were likely to  
27 live in the units. She noted they were intentional in serving Park City and consulted a  
28 property manager for information. She reviewed cost adjustments based on Council's  
29 requests for design alterations.

30  
31 Swisher stated this was a transit-oriented development. He thought trips would be  
32 reduced with more workers living in town, and this would also result in fewer daily trips  
33 and peak hour trips. There would also be bike share and bike racks on site. He  
34 reviewed the project schedule. Brinla stated the schedule needed to move forward in  
35 order to get the tax credits and financing in place.

36  
37 Council Member Toly asked how many people could fit in the arts pavilion, to which  
38 Swisher stated it would be like a large classroom, and could hold 20-50 people. The  
39 amphitheater didn't have a set edge, but it was a smaller scale activation. Council  
40 Member Toly asked what could be done to make that area larger. Swisher stated they  
41 could look at that. He noted they could submit a planning application, but they would still  
42 meet with Council on a regular basis. Council Member Toly asked if this plan included  
43 space for artists to live, to which Brinla stated they planned to give priority to artists who  
44 wanted to live above their shops. Council Member Toly asked what flexibility there was  
45 in the number of residential units. Brint stated it would be difficult to have less than 100

1 units in this development. Council Member Toly asked to know what the cost would be if  
2 LIHTC funding was not used in this development. Brinla indicated LIHTC was close to  
3 \$60 million for this development, which was significant. There would also be a \$30  
4 million gap they would have to solve for. Council Member Toly asked if they would lose  
5 those tax credits if 50 units were planned for the site, to which Brinla stated they could  
6 still get some tax credits, but the project would be viewed less favorably. Council  
7 Member Toly asked if some units could be sold at market rate to pay for the lost LIHTC  
8 funds. Brint indicated rental and for-sale units couldn't be mixed in the same building.  
9 For-sale units would have to be separate. Discussion ensued on some possibilities for  
10 the for-sale units.

11  
12 Council Member Toly asked how this development could connect to the Prospector  
13 District. Swisher stated there was a problem with getting in and out of Prospector with a  
14 crosswalk. They felt the best place for a crosswalk was across from the Rail Trail with a  
15 HAWK signal.

16  
17 Council Member Ciraco liked the iteration and noted this would continue to iterate. He  
18 asked how the EngineHouse project's density compared to this project, to which it was  
19 indicated this project was half as dense as EngineHouse. Swisher stated there was  
20 70% open space on the 5-acre site.

21  
22 Council Member Parigian asked if \$1.8 million could be saved by replacing the  
23 unrestricted units with affordable units, to which it was affirmed. Council Member  
24 Parigian asked if Anaya's Market had been approved to put a mini-market at this site.  
25 Wilking promised to talk with them. Council Member Parigian asked if the current  
26 crosswalks were sufficient. Swisher stated Transit felt one was needed in the middle of  
27 the project and close to transit stops. Council Member Parigian wanted to revisit the  
28 crosswalk discussion.

29  
30 Council Member Miller asked if there was space to put a pedestrian bridge to  
31 Prospector in the future, to which Swisher affirmed, and noted his preference would be  
32 a tunnel. Council Member Miller asked if a performance space for 250 people could be  
33 accommodated in some part of the development. Swisher stated performance areas  
34 needed restrooms, storage, etc., so if that size building was desired, they would have to  
35 take out another building. Council Member Miller asked how much an ice ribbon would  
36 cost, to which Swisher stated \$8 million. He noted ice rinks were loud because of music  
37 and activity. Council Member Zegarra asked what the width on the widest part of the  
38 common area was, to which it was indicated 180 feet.

39  
40 Mayor Dickey opened public input.

41  
42 Michelle Wiles 84060 artistic director of Ballet Next, stated Park City had the opportunity  
43 to build a 3,000 square foot black box theatre here and that would draw professional  
44 artists. She had been here since 2021, and she reviewed her career history and her

1 partnership with the library. She had to move to Salt Lake when the library stage lighting  
2 was no longer suitable for dance performances. She wanted to come back to Park City.  
3 Lynn Ware Peek wanted to have views and suggested moving the four-story building to  
4 Kearns. She also felt more art space was needed. She knew the development couldn't  
5 be everything to everyone, but they elected Council to make the decisions, and she  
6 wanted to move forward. She didn't want the project to be derailed.

7  
8 Dick Grannis 84060 walked up and back on Bonanza 4-5 times a week. He knew there  
9 was a lot of traffic and asserted the Kearns/Bonanza intersection was the most  
10 dangerous in the City. He thought a crosswalk on Bonanza would result in fatalities. He  
11 also thought nobody considered the traffic noise in that area. He didn't think this was the  
12 best plan and wanted the area turned into a park. He didn't think the project would draw  
13 people in. He asked Council to use their vision to do something better.

14  
15 Lauren Farleigh was a mother of three children. There was a lot of housing coming  
16 online and she wanted more open space for families and recreation. There was  
17 community consensus to dedicate this property for community use. She thought they  
18 could do better than what was presented tonight and suggested a low-density public  
19 space.

20  
21 Catherine Holley 84060 mother of two children stated this part of the City was becoming  
22 the center of town and she felt it would be good as a park.

23  
24 Olivia Boger, mother of two children, stated they used the City's amenities. On  
25 November 6<sup>th</sup>, public input was given opposing the development. She wanted Council to  
26 explain their rationale for continuing with the high-density plan. If there was no data, this  
27 project should not go forward.

28  
29 Bob Peek stated this was purchased for an arts and culture district. He liked the design  
30 with priority on arts and culture. He thought trails were missing in this development. He  
31 asked for a tunnel to make mobility safer.

32  
33 Kendall Kelly supported arts and culture and wanted it to be integrated into this  
34 development. Arts and culture was a community gathering space.

35  
36 Rebecca Blanchette worked in 84060 and stated affordable housing needed to be in  
37 every conversation. She thought this space should have an arts and culture investment.  
38 The City was facing dry winters, the removal of Sundance Film Festival and population  
39 growth. Council should consider what would sustain the economy year-round. Now was  
40 the time to act by creating a dedicated space for arts and culture.

41  
42 Kelly Gallagher lived in Park City and in the arts scene. She agreed with Kendall's  
43 comments and requested a larger indoor art space.

1 Anna Nizhoni 84098 stated she was heavily involved in the arts and advocated for a  
2 large art space. She stated art was considered for tourism, but related it had also  
3 helped her personally to heal.

4 Pam Ross indicated she was on a nonprofit board and they received requests for a  
5 variety of needs essential for a thriving community. She believed it was important for  
6 people to have a place of belonging. She thanked Council for their work and looked  
7 forward to action.

8  
9 Lisa Needham 84060 was an artist who lived above the Park City Art Gallery. This was  
10 a temporary space. Park City had great programming, but there were very few places  
11 that artists could work and create. Artist spaces were missing from this development,  
12 and she hoped these spaces could be included here.

13  
14 Will Seggos 84098 thought there should be a balance of open space and community  
15 space. He liked the idea of a music space, and he felt this development was balanced.

16  
17 Sara Nagel stated parks alone were not community gathering places. Some activations  
18 and a plaza type design were essential to the success of the project.

19  
20 Audrey Wendolowski indicated the elected officials would decide what the gateway to  
21 the community would look like. She felt the McPolin Barn open space added to the feel  
22 of the City. She thought green spaces and pocket parks were integral to quality of life.  
23 She hoped the Council would create something special for the residents.

24  
25 Emma Garrard reiterated the focus on the arts in this development and thought there  
26 were too many housing units, and that building height should be limited.

27  
28 Dana Williams 84060 asked the Council to take time to listen to the residents before this  
29 went to the Planning Commission. He didn't think there was 70% open space in this  
30 project. He estimated the outdoor music area could only fit 150 people. He also referred  
31 to the viewshed and stated the buildings would block the view.

32  
33 Lynn Fey 84060 agreed with the young mothers and noted there were no public  
34 comments in support of the current project. She wanted to go back to the drawing  
35 board.

36  
37 Jenny Diersen 84036 stated the reason she moved to the area was for arts and culture,  
38 not for open space. She supported the five-acre project and supported expanding arts  
39 within the project for community benefit.

40  
41 Claire Wiley 84060 dittoed the comment by Kendall Kelly on the importance of arts and  
42 culture, and she asked to expand the project to include maker spaces and performance  
43 spaces.

44

1 Andrea Zavala was a mother who drove her kids to Salt Lake for dance and culture  
2 experiences, and she wanted to support the arts in Park City.

3  
4 Helen Nadel was a member of the Bonanza 5-Acre committee five years ago. She  
5 thought a healthy community needed a balance of community and open space. This  
6 area was already developed, so it was different than other places in the City. They  
7 needed affordable housing and there was plenty of viewshed even with four story  
8 buildings. This was a great space for infill, and she encouraged the arts and affordable  
9 housing to be part of the plan.

10  
11 Jill Orschel 84060 was an independent filmmaker and supported keeping this  
12 development as an arts and culture space. Arts and culture helped people see the world  
13 differently. The plans shown tonight were amazing, but they were scary. Decisions  
14 based on consumerism and density would lose the town very quickly. She liked the train  
15 legacy idea, but Sundance was here for 40 years and that was legacy too. She hoped  
16 spaces would be available for all aspects of art and culture.

17  
18 Mike Florence 84060 thought this design was nice, but this project didn't need to  
19 happen. There were other mixed-use projects being discussed, so the City didn't need  
20 to pursue this. Regarding arts and culture, this site could be a park with an  
21 amphitheater, and it would be a great venue. He advocated for the space to be a park.

22  
23 Cheryl Fox stated there were a lot of things people would like to have in this space and  
24 that would raise the cost. She also noted the entry view corridor was amazing and the  
25 buildings would block that view. She supported open space for the area.

26  
27 Jay Holley saw the presentation and felt it did not meet the needs of anyone. He asked  
28 the Council to think of one or two things for this space and not six different things.

29  
30 Michael Geer eComment: "I oppose the development of this parcel into affordable  
31 housing. I appreciate that the council has a strategic plan with 11 focus areas.  
32 Affordable housing is one of the focus areas. I believe that this parcel is better suited to  
33 a strategic focus on Community. Creating safe public gathering spaces and enhancing  
34 LOCAL events."

35  
36 Bridgette Meinhold eComment: "I would like to add my support to ensure that arts and  
37 cultural space remains a critical part of the vision for this site. We have spent too many  
38 years wallowing about without clear leadership on this issue and the site remains  
39 unbuilt. This means that the arts and culture organizations in our community still do not  
40 have a place. It also means we have lost key institutions as a result of the waiting and  
41 hemming and hawing. Both Kimball and Sundance have left or will leave Park City  
42 proper as a result of this indecision. We cannot continue to wait around for the perfect  
43 design. There are lots of opinions and some of them will be well-founded, and some of  
44 them will just be complaining about expenses or whatever. Do not listen to the loud  
45 voices who only complain without suggestions. We need leadership from this council to

1 make a decision and move forward, as it only gets more expensive the longer we wait.  
2 Please move forward soon with a design that gives arts and culture a space in the city  
3 limits. I feel like the arts is incredibly important, especially as we experience a horrific  
4 winter like this, which shows how vulnerable we are to climate change and the lack of  
5 snow. Let us also choose the arts, which we will always have a need for, and will need  
6 even more in the future. I would also support as much affordable housing as you can fit  
7 into the place, along with flexible space that can be used for concerts, film, events, while  
8 also incorporating smart, sustainable, walkable design.”  
9

10 Jack Rubin eComment: “Tonight’s meeting will be interesting. Hopefully it will provide  
11 you with some voices expressing views on the 5 Acres and the plans you will endorse  
12 for its future path. I would hope you take to heart the views of those who come to the  
13 podium and virtually. Please don’t ignore either those voices or pretend to speak for  
14 those who are not there. Choosing to represent those absent is a cheap rhetorical trick  
15 to take unwarranted license and only highlights the thinness of otherwise unsupported  
16 arguments. I implore you to avoid that technique.”  
17

18 David Staley eComment: “This letter is written to express my perspectives and feelings  
19 about the disposition of the Bonanza Park Parcel and the current proposal for this  
20 property. Let me begin by stating that I am fundamentally opposed to the most recent  
21 design with large, multi-story buildings and a small inner courtyard and I would strongly  
22 favor a multi-use park with amenities for music, theater and outdoor art. I want to also  
23 be clear that I have always been a strong proponent of affordable housing in this city  
24 and over the years have lobbied for the city to ensure we have affordable housing  
25 components in every large-scale development that we approve. My objections to the  
26 current plan are NOT because I am opposed to affordable housing. Instead, my  
27 objections are to the location, scale and massing of the housing that is proposed on this  
28 parcel. I would further question the wisdom and fiscal responsibility of constructing  
29 these large buildings in this location and at this time. The Bonanza Park parcel sits in a  
30 unique location in the lower part of this town and offers visitor and locals a first glance at  
31 our town as they approach from the east. Houses and businesses block the mountain  
32 views as one drives in from Hwy 40 – until one reaches the Kearns and Bonanza  
33 intersection. It is that intersection that sets a strong tone for what this town has to offer  
34 and presents an essence to soul of Park City. No, it isn’t Main Street or Old Town, but it  
35 is the first place visitors coming from that direction get to see ski runs and can begin to  
36 feel what our town has to offer. Why would we want that image to be marred by 3 and 4-  
37 story buildings that block mountain views and are uninviting and stark? What does that  
38 say about our values? Conversely, what message would be conveyed if that view were  
39 an open and inviting green-space where locals and visitors were enticed and compelled  
40 to come and relax and enjoy the surrounding beauty of our town? Regarding the timing  
41 of this project, we have multiple affordable housing units that have recently come on line  
42 (e.g. Engine House and Studio Crossing) and there are plans to completely renovate  
43 and upgrade the Holiday Village (HOPA) apartments. And I believe that Vail is  
44 proposing employee housing their parking lot off of Munchkin Rd. It would seem that we  
45 have multiple options and opportunities for affordable housing within the framework of

1 what is already built – or planned. How about channeling funds from the Bonanza Park  
2 building plans into a partnership with Mountainlands Community Housing to help them  
3 achieve their financial goals for upgrading – and adding more units – to the HOPA  
4 project. It seems a much more responsible use of tax-payer dollars to start by looking at  
5 where we can leverage what we already have instead of building anew. I have heard  
6 that this council is interested in pushing through the current Bonanza housing project to  
7 show the constituents of town a “win”. I completely understand this perspective as I  
8 have been concerned that the previous council was unable to achieve many of the  
9 myriad of projects that came before it. However, I would caution that taking quick action  
10 to remedy historical failings is a poor approach to management. Especially in light of  
11 changing circumstances and sentiments. In the past 4 years we have lost the core  
12 tenants that were planned to anchor this parcel, we have had several other low-income  
13 development parcels come on line that are currently not at capacity and we have people  
14 looking for viable 3rd Spaces (places to go and hang out and socialize that are not  
15 home or work). There is an awesome opportunity here to be bold and step out of the  
16 mind-set that we need to continue to build more stuff to make this town a better place. I  
17 would propose that we can have a far more significant impact with smart and thoughtful  
18 re-building of what we have and actually building less. And look, if we realize in 5-10  
19 years that we absolutely need more housing and Bonanza is the best place for it, then  
20 we can always re-purpose a park and build housing. But once those buildings are put  
21 up, that space will never revert to a park.”

22  
23 Karen Kendall eComment: “There is a lot of research that shows how beneficial the arts  
24 are to a community. Art unifies communities, it improves well being, it strengthens the  
25 economy and it drives revenue to local businesses. Naturally, I’m all for an Arts and  
26 Culture space in PC, one that supports and highlights area artists - both visual and  
27 musical. There is always an argument for more affordable housing and that’s valid, but  
28 this is not the place for it. Development decisions must be made thoughtfully, as once  
29 this area is gone, that’s it, no more opportunities to add uniqueness and community  
30 flavor to this town. Every great city or town that I’ve been in has a vibrant, engaging,  
31 arts district. A place where their local artists and creative makers are able to create and  
32 sell their work and are able to engage with the community. Indeed, every time I travel I  
33 look for these areas. These areas attract tourists and locals alike, and are a valued and  
34 loved part of communities. Park City does not have this. High end galleries abound  
35 here, and yes, there is definitely a place for them, but that is not what adds character to  
36 any town, rather, it’s the authentic, grass roots art and music that is celebrated in a way  
37 that is front and center to the community and to visitors that does. A community full of  
38 art is a community full of culture. Imagine an area where this culture is thriving! The 5  
39 Acre Parcel, and surrounding area, is an exciting possibility for activating a cool, vibrant,  
40 engaging area - image artists in their studios interacting with people while they create.  
41 Affordable art that is accessible to all. Add in creative-maker retail spaces. Murals on  
42 buildings. Music. Food Trucks. An atmosphere that is lively, and creative, and fun. This  
43 is art reflecting life, and this is the kind of arts community locals and tourists crave. This  
44 type of vibrant local arts scene is sorely missing in Park City and would be a huge  
45 benefit, now and in the future. I feel like the arts are being thrown a bone. One building -

1 how many studios is that? Where is the local arts gallery? Where is the local makers  
2 retail space? Also, When driving in to PC what you still see is buildings. All the  
3 welcoming green space is in the center. \$62000 salary for an artist? LOLOL.”  
4

5 Vanessa Di Palma Wright eComment: “On behalf of the Distrikt F team located in the  
6 Ironhorse District - we strongly support including dedicated arts and cultural space in  
7 the Bonanza 5-acre redevelopment. As a new creative studio, retail space, and  
8 community hub rooted in Park City, we have seen firsthand the value that arts and  
9 culture bring to our community. In just the past six months, nearly everyone who has  
10 walked through our doors has shared how meaningful it is to have a space that serves  
11 as a blank canvas for creatives to collaborate. It has proven to be a much-needed  
12 addition to Park City, and we have experienced exponential growth as a result of the  
13 community’s desire for more creative outlets. These spaces foster connection,  
14 creativity, and community identity. As Park City evolves, it’s essential to prioritize  
15 environments that support artists and cultural programming, ensuring the vibrancy and  
16 character of our town continue to thrive. We encourage the Council to keep arts and  
17 culture central to the development vision and recognize their lasting impact on our  
18 community.”  
19

20 Minda Bond eComment: “I’m writing to encourage you to keep arts and culture central  
21 as plans for the Bonanza 5-acre redevelopment site move forward. Thank you for  
22 recently adopting the Park City Arts & Culture Master Plan. It identifies “Spaces &  
23 Places” as a key priority, including investment in multi-disciplinary arts and cultural  
24 spaces that serve residents year-round. Leadership 101 was excellent this year, and the  
25 Arts & Culture panel was a standout. The need for stronger support from local  
26 government came through clearly. This feels like the right time and place to act. With a  
27 beloved and well-used park already within walking distance, this site is especially well-  
28 suited to meet other community needs, like arts and cultural space.”  
29

30 Mya Drexler eComment: “I am in favor of Arts in the 5-Acres. Here’s the reasons: 1) It is  
31 in the area close by Park Avenue and Kearns. 2) Having arts by the PCHS is a plus. 3)  
32 Arts is important to have in the heart of Park City town.”  
33

34 Rich Wyman eComment: “I have been a Park City resident since 1990. I am a  
35 professional musician and small business owner in our local arts community.  
36 With the departure of the Sundance Film Festival, we are at a turning point. Sundance  
37 didn’t just bring visitors, it was a major source of inspiration, especially for young  
38 people. It showed them what’s possible. It sparked creativity and self-expression.  
39 It showed our kids a whole world outside of Utah... and helped them believe, “I can do  
40 anything!” Now that void is real, and the question in front of us is simple: What are we  
41 going to build to replace that inspiration for the next generation? As was discussed  
42 recently at the Park City Leadership Symposium, we do not have enough places for  
43 artists to create, to perform, for organizations to collaborate, or for bold, creative work  
44 that challenges perspectives and helps to strengthen our community. And this Bonanza  
45 site is one of the last real opportunities we have to change this in a meaningful and

1 lasting way. The Arts & Culture Master Plan adopted by this Council calls for investment  
2 in “Spaces & Places” that serve residents first. Not just visitors—but families, kids, and  
3 working artists who live here. Because the arts are not just entertainment. The arts  
4 teach young people how to express themselves, connect, collaborate, and think  
5 creatively... skills they'll need in a rapidly changing world. And yet today, many artists in  
6 Park City are struggling just to find a functional space. So this is a moment of decision—  
7 and opportunities like this are rare. And I do not believe this is the right place for high-  
8 density development. If we don't act for the arts, we will miss one of the last chances to  
9 create something that truly serves the cultural and creative life of this town — while also  
10 establishing a place that will become a new inspirational beacon for visitors and artists  
11 from around the world. I urge you to ensure that dedicated, meaningful arts and cultural  
12 space is not reduced, minimized, or pushed aside—but prioritized and built into the core  
13 of this project. Because ten years from now, we should be able to say: We didn't just  
14 talk about supporting the arts. We took action. We built something that inspired our kids,  
15 supported our artists, and strengthened this community.”  
16

17 Pam Carlquist eComment: “Today you will be coming together to discuss some very  
18 important issues, including the future of Bonanza Park. As a 50+-year resident of Park  
19 City, I have strong feelings about our city and your role in preserving the character and  
20 quality of life for residents in this beautiful place. Please consider the following points as  
21 you make your decisions: 1. 106 residential units on a five-acre parcel would not only be  
22 obscene on so many levels but would absolutely gridlock traffic on Kearns Blvd, which  
23 already has a huge traffic problem. 2. We already have many affordable units in Park  
24 City, including the Engine House, which was recently completed at Homestead Road.  
25 Only 30% of the 99 units are currently occupied. 3. As a former teacher, I can vouch  
26 that a huge number of firefighters, teachers and other essential workers already live in  
27 affordable housing, not only in Park City but in nearby areas of their own choosing, such  
28 as Kamas, Woodland, Heber City and Salt Lake City. More affordable housing in the  
29 84060 area is redundant, unnecessary and even unconscionable at this time. Please do  
30 the right thing and decide against this proposal.”  
31

32 Mayor Dickey closed public input.  
33

34 Brinla stated the arts spaces would have 8,000 square feet of living and maker spaces.  
35 Swisher added there would be coworking spaces. The PC Create space would be next  
36 to the coffee shop and the arts pavilion. Mayor Dickey asked how the buildings would  
37 impact the views. Swisher indicated one building on Kearns was set back 50-feet so it  
38 didn't impact the view from Kearns and he noted all the buildings on that side were  
39 three stories.  
40

41 Mayor Dickey asked for discussion on traffic. Swisher stated when they submitted the  
42 application to the Planning Commission, they would have a traffic engineer begin the  
43 traffic study, but it could potentially save 800 trips a day. He also noted the City was  
44 involved in the BRT project. Mayor Dickey asked if trail connectivity would be addressed  
45 at the Planning Commission level. Swisher stated the trail would connect to Bonanza.

1 Mayor Dickey asked about the noise and market analysis. Swisher stated there were  
2 many potential users who couldn't find commercial space, so he was not concerned  
3 about vacancy.

4  
5 Swisher indicated there was a schedule and funding deadline, which was a long  
6 process, and Planning Commission was a long process. He knew the project would  
7 change as it went through Planning Commission and this project's parameters were  
8 generally right, so they were ready to begin the Planning Commission process.

9  
10 Council Member Parigian supported a small black box and stated black boxes were not  
11 3,000 square feet. This proposed arts pavilion was a flex space and that was what a  
12 black box should be. He indicated there was not surplus affordable housing in the City  
13 because many projects were uncertain. He also didn't want a nonprofit to oversee  
14 programming because there would be bias. They could be brought in later, but should  
15 not be part of the planning. He thought this project had plenty of art features and  
16 spaces. Council Member Parigian reviewed the first iteration of the arts and culture  
17 project was close to what was being proposed now. He thought this was something  
18 special and felt it was a generational project. It would reduce traffic and would give  
19 people a better work/life balance. He felt the view was everywhere and didn't need to be  
20 prominent in this particular spot. He favored moving it forward to the Planning  
21 Commission.

22  
23 Council Member Miller thought Scudder's role was more of a coach for the arts.  
24 Regarding affordable housing numbers in the City, she had specific numbers and would  
25 share them upon request. She felt this was more than a choice for a piece of land. The  
26 City's workforce and artists were moving out of town because of lack of affordability.  
27 She thought the City would lose its workforce if it didn't provide affordable housing. She  
28 felt this development would be a resilient year-round economy and would have an arts  
29 and culture mainstay. She wanted the workforce to be neighbors in the City. Park City  
30 owned the most open space and trails in the state. She wanted to make Park City  
31 functional. This design solved some of the problems in the community. Council Member  
32 Parigian agreed with Council Member Miller's statement. Council Member Miller  
33 supported moving forward with sending this to the Planning Commission.

34  
35 Council Member Zegarra stated this project could be discussed forever. There were so  
36 many efforts to preserve open space. He wanted to ensure pedestrian safety in this  
37 area, and he wanted greater consideration for the arts as the iterations continued. He  
38 supported moving this project along.

39  
40 Council Member Toly reviewed the outreach process for this project since 2022. She  
41 believed in all the components for this project, but thought there was too much housing.  
42 She wanted to see arts and culture with housing and mixed use. She felt there needed  
43 to be a bigger arts box. She also needed to figure out the financing for this. She was not  
44 ready to move forward at this time. Mayor Dickey stated there was only so much space

1 at that site. Council Member Toly proposed taking out the four-story building and  
2 making that open space for concerts.

3  
4 Council Member Ciraco felt the City was small and it didn't need a huge black box for  
5 arts. He referred to the amphitheater area and asked if it was about a half-acre, to which  
6 Brinla stated it was .6 acre. Council Member Ciraco asked if the 70% open space was  
7 calculated according to the Park City code, to which Swisher affirmed. Council Member  
8 Ciraco stated they were trying to make a project that served many needs and create  
9 something that would meet the expectations of the residents. He supported this moving  
10 to the Planning Commission, and he hoped it would continue to evolve and become  
11 better. He noted the Planning Commission process was even more rigorous and the  
12 public should continue giving public comment.

13  
14 Mayor Dickey summarized there was talk about expanding the arts pavilion and  
15 expanding the space for concerts. Brint stated it depended on what the Council was  
16 trying to accomplish. There were some limitations including parking. He heard this was  
17 supposed to be a smaller art space for small groups. He thought they could make it a  
18 little bigger, but expanding to 3,000 square feet was a different story. He could talk with  
19 Scudder to see how it might be programmed. If it was smaller, it would change how it  
20 was used in the community. Swisher also noted there was a slope at the amphitheater  
21 space, and it could be expanded. He indicated this was a space for locals and it should  
22 not be used to draw people from around the state. He noted he could make that area  
23 larger at the expense of the common area, by combining those areas. When a space  
24 moved from being a workshop space to a performance space, that would require a lot  
25 more back of house space. He wanted to make the pavilion work as a pavilion.

26  
27 Council Member Ciraco asked for community feedback if they wanted City Park used  
28 better. He asked for future connectivity around the site so there was access, including  
29 underground parking access from Bonanza and the same for Munchkin and maybe from  
30 the alley that connected to Munchkin. He also thought the crossing on Bonanza should  
31 be an overhead walkway in the future.

32  
33 Brint stated they would look at different uses for a 900 square feet black box and would  
34 see if a bigger space would be a benefit. Council Member Parigian wanted to fine tune  
35 the design features at another meeting all at once. Council Member Ciraco asked for  
36 options.

37  
38 Council Member Parigian moved to authorize Brinshore Development to bring an  
39 application before the Planning Commission for the redevelopment of the Bonanza 5-  
40 Acre site. Council Member Miller seconded the motion.

41 **RESULT: APPROVED**

42 **AYES:** Council Members Ciraco, Miller, Parigian, and Zegarra

43 **NAY:** Council Member Toly

44

1 **2. Consideration to Approve a Second Amendment to the Exclusive Negotiation**  
2 **Agreement with Brinshore Development to Redevelop the Bonanza 5-Acre Site:**

3 Michelle Downard, Strategic Initiatives Advisor, presented this item and reviewed the  
4 history of the RFP for this project and contracting with Brinshore Development. The  
5 Council approved an extension to the agreement with Brinshore for 60 days. She stated  
6 a second extension was now needed with an extension date expiring December 31,  
7 2026, a City contribution up to \$40 million, and a commitment from the City to pay for  
8 soil remediation. Other terms included sharing third party pre-development costs such  
9 as architecture, engineering, etc., not to exceed \$1 million. There would be a  
10 termination fee minimum of \$75,000 and if the City terminated the agreement without  
11 cause, it would be required to pay the other part of the shared third-party costs. She  
12 reviewed the other terms of the agreement.

13  
14 Mayor Dickey opened public input. No comments were given. Mayor Dickey closed  
15 public input.

16  
17 Council Member Ciraco moved to approve a second amendment to the exclusive  
18 negotiation agreement with Brinshore Development to redevelop the Bonanza 5-Acre  
19 Site. Council Member Parigian seconded the motion.

20 **RESULT: APPROVED**

21 **AYES:** Council Members Ciraco, Miller, Parigian, and Zegarra

22 **NAY:** Council Member Toly

23  
24 **VIII. ADJOURNMENT**

25  
26 With no further business, the meeting was adjourned.  
27  
28  
29

\_\_\_\_\_  
Michelle Kellogg, City Recorder



## City Council Staff Report

**Subject:** Current Transformer Cabinet Procurement  
**Author:** William DeGroot, Transit Manager  
Steven Dennis, Capital Projects Manager, Engineering  
**Department:** Transportation  
**Date:** April 9, 2026

### Recommendation

Request to authorize the City Manager to execute an agreement with Consolidated Electrical Distributors, Inc. (“CED”), in a form approved by the City Attorney’s Office, for the purchase of a current transformer (“CT”) cabinet in the amount not to exceed \$150,000.

### Executive Summary

On [March 20, 2025](#), the City Council authorized the City Manager to execute a contract amendment with GILLIG, LLC for the purchase of 13 Battery Electric Buses (“BEBs”) and five depot chargers with 15 dispensers. Delivery of the buses and charging equipment occurred between October 2025 and March 2026.

On February 5, 2026, Rocky Mountain Power (PacifiCorp) installed a new electrical transformer at the Iron Horse Transit Bus Barn Facility (“Bus Barn”). Approval of this request will allow the Transit Department to upgrade the CT cabinet to connect directly to the new transformer and expand the facility’s electrical capacity. This upgrade is required to support installation of the five new chargers and accommodate future upgrades.

Over the past six months, the Transit Department has collaborated with an electrical engineering firm to design the upgraded CT cabinet. If approved, the equipment is expected to be delivered in approximately 16 weeks, with installation anticipated before the end of summer. In accordance with City procurement policy, staff will return to the City Council to request approval of a separate Construction Agreement for the installation contractor.

### Analysis

During winter 2026, the Transit Department issued a Request for Quote (RFQ) to electrical equipment suppliers listed on the State Cooperative Contract managed by the Utah Division of Purchasing and General Services. Twelve vendors were contacted; six confirmed that they supply CT cabinets. Three responsive quotes were submitted by the deadline. Staff from Transit, Engineering, and the electrical engineering firm reviewed all proposals for compliance, technical compatibility, and overall value. Based on this evaluation, CED is recommended as offering the best value to the City.

### Funding

Funding for this purchase is available in the Transportation Fund.

### Exhibits

Exhibit A Drafted Utah State Contract Quote for CT Cabinet



Contract # MA4594

# STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

<u>Consolidated Electrical Distributors, Inc.</u>		
Name		
<u>2725 Wall Ave</u>		
Address		
<u>Ogden</u>	<u>UT</u>	<u>84401</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Contact Person Jeff Mager Phone #801-499-0258 Email jmager@cedogden.com  
Vendor #VC0000172172 Commodity Code #28505, 28501, 28502

2. CONTRACT PORTFOLIO NAME: Building Maintenance, Repair, and Operation Supplies

3. PROCUREMENT: This contract is entered into as a result of Solicitation #AS24-85.

4. CONTRACT PERIOD: Effective Date: 07/01/2024 Termination Date: 06/30/2029 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): none.

5. Prompt Payment Discount (if any): n/a. Discount Guarantee Period (if any): term of the contract.

6. Administrative Fee, as described in the Solicitation and Attachment A: 1.0.

7. ATTACHMENT A: State of Utah Standard Terms and Conditions for  Goods  Services, or  IT

ATTACHMENT B: Scope of Work

ATTACHMENT C: Discount Categories

**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- b. Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

## CONTRACTOR

DocuSigned by:  
  
 \_\_\_\_\_  
 Contractor's Signature

<u>Jeff Mager</u>	<u>outside sales</u>	<u>6/3/2024</u>
Print Name	Title	Date

## STATE

DocuSigned by:  
  
 \_\_\_\_\_  
 C38BE9DAC528424...  
 Director, Division of Purchasing

6/4/2024  
 \_\_\_\_\_  
 Date

**ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
  - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
  - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
  - f) "**Division**" means the Division of Purchasing and General Services.
  - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
  - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
  - i) "**Procurement Item**" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
  - j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
  - k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
  - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
  - m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
  - n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
  - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

- b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also

is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design. Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
  - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
  - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
  - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User. If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time

of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
  2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
  3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
  4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.
- Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized

areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **PUBLIC CONTRACT BOYCOTT RESTRICTIONS:** In accordance with Utah Code 63G-27-102, vendors contracting with the State to provide any good or service, including supplies, information technology, or construction services, must certify that they are not currently engaged in an "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in

Section 102. Vendors must also agree not to engage in either boycott for the duration of this Contract. For example, a vendor may not, without an ordinary business purpose, boycott the State of Israel or boycott companies that (1) engage in activities related to traditional energy, mining, agriculture; (2) engage in the manufacture, distribution, sale, or use of firearms; (3) do not meet environmental standards beyond applicable state and federal laws; or (4) do not facilitate access to abortion or sex characteristic surgeries. Accordingly, Contractor certifies that it is not currently engaged in either an economic boycott or a boycott of the State of Israel, or both. Contractor also certifies that it will not engage in such boycotts during the term of this Contract. If Contractor does engage in either such boycott, or both, it shall promptly notify the State in writing.

(Revision Date: 6/8/2023)

## **Attachment B: Scope of Work**

### **Building Supplies (MRO)**

#### **1. Ordering**

The contractor must be able to supply items in all awarded categories. Orders will be placed directly with the contractor by the eligible users. The contractor will ship and bill as requested by the eligible user. The eligible user will remit payment directly to the contractor.

Eligible users will be able to purchase any items that fall within any of the awarded categories.

All products offered are new and in good working order

#### **2. Delivery Requirements**

Delivery is required within 1-10 calendar days. Products shall be delivered as requested on the purchase order. **No delivery/shipping fees will be charged.**

Shipments shall be F.O.B. destination freight prepaid. The Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The State will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection. Any replacement items will be free of charge and no shipping/delivery fees assessed.

The cost to replace or repair products damaged during transportation and delivery will be the responsibility of the contractor.

#### **3. Procurement Card Policy**

The contractor must offer the capability to accept procurement cards as an acceptable form of payment.

#### **4. Customer Service Representatives and Locations**

The contractor is an established Utah lighting company- that has a large stocking warehouse, very conveniently located in South Salt Lake. The contractor has lighting specialists on staff Monday through Friday 7-5 pm, and offers free delivery in company vehicles, and can offer online ordering if requested. The contractor accepts p-cards and all standard forms of payment. In case of off-hours emergency, contractor has a company disaster recovery plan and resources listed including phone contacts.

The contractor is dedicated to customer service and providing the most efficient and effective lighting to meet eligible user needs. The process of evaluating and specifying the correct products for the application requires ongoing staff training, as well as customer training. The contractor processes include auditing existing lighting and offering suggestions that suit the facility and the eligible user's goals. This process is both part of our customer service and customer education. Additionally the contractor offers services such as recycling and rebate processing in order to fully service the eligible user.

A representative will be available for technical support regarding product features and compatibilities during the product warranty period via telephone, in person or by email. The technical support will be accessible to people with disabilities.

**5. Return Policy**

There will be no return fees for inaccuracies or other errors on the part of the contractor.

**6. Guarantees**

Contractor must guarantee that all products offered are new, in ongoing productions, and/or currently functioning in a user environment. The contractor ensures that all products are authorized for sale in the United States and have the original manufacturer's serial number, which shall not have been altered in any way.

**7. Value Add-ons**

The contractor can provide additional services such as recycling, vending machines, disaster recovery services, etc.

## Attachment C Retail Price Discount

Contractor shall apply the following discount percentages to all purchases.

Contract Number		MA4593
Vendor		Conserve-A-Watt
Category		Discount %
1	Janitorial and Sanitation	
2	Fasteners	
3	Material Handling	
4	Plumbing	
5	Power Source	
6	Landscape & Outdoor Equipment	
7	Lighting	66%
8	HVAC	
9	Hand Tools	
10	Power Tools	
11	Electrical and More	
12	Paint and Supplies	
13	Security	
14	Safety	

### Attachment C Retail Price Discount

Contractor shall apply the following discount percentages to all purchases.

Contract Number		MA4591	MA4592	MA4593	MA4594	MA4595	MA4596	MA4597	MA4598	MA4599	MA4600	MA4601
Vendor		Border States	Codale Electric Supply	Conserve-A-Watt	Consolidated Electrical	Fastenal	Industrial Supply	Kasbah Industrial	Lawson Products	Midwest Motor Supply	SID (MSC Industrial)	W.W. Grainger
Category		Discount %	Discount %	Discount %	Discount %	Discount %	Discount %	Discount %	Discount %	Discount %	Discount %	Discount %
1	Janitorial and Sanitation	27%				42%	35%		30%	25%	15%	14%
2	Fasteners					57%	17%	40%	55%	30%	20%	30%
3	Material Handling	28%				32%	35%		30%		10%	10%
4	Plumbing					42%			22%	20%	15%	16%
5	Power Source	35%				37%	35%		25%		15%	14%
6	Landscape & Outdoor Equipm	26%				32%	41%	5%	30%		15%	10%
7	Lighting	55%	50%	66%	60%	37%			25%		20%	15%
8	HVAC					30%	35%		22%		15%	13%
9	Hand Tools	26%	20%			37%	35%		30%	20%	12%	10%
10	Power Tools	26%	46%			27%	41%		28%		10%	9%
11	Electrical and More	48%	50%		60%	42%			24%	25%	20%	18%
12	Paint and Supplies	24%				37%	35%	10%	20%	20%	15%	10%
13	Security	30%				37%	35%		30%		15%	13%
14	Safety	30%				37%	35%		30%	20%	15%	16%



**CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.**

1819 South 900 West SLC, UT 84104  
(801) 486-3501

TO: PARK CITY MUNICIPAL CORP

ATTENTION: SARA RUSH-MABRY

EMAIL:

QUOTED BY: AUSTIN COE

PROJECT: **IRONHORSE DR SWBD REPLACEMENT**

**QUOTATION**

TODAY'S DATE	ADDENDA RECEIVED
<b>03/25/26</b>	
BID DATE	Quote Expiration
<b>03/25/26</b>	<b>4/10/26</b>
F.O.B	TERMS
Shipping Point	Net 30
DELIVERY	
Subject to Factory Terms	

Quote pricing is good for 30 days from date of quote; After 30 days pricing may increase.

Total Pages 1

Tax is not included, unless otherwise noted

TYPE	QTY	DESCRIPTION	PRICE	UNIT	EXTENDED
	1	3000A MAIN 480/277 4 SECTION UTILITY SWBD CONTAINS (1) 3000A, (2) 225A , AND (1) 600A BREAKER 80 WORKING DAY LEAD TIME (16 WEEKS AFTER RELEASE)			
		GFI TESTING INCLUDED			
		TO BE PURCHASED ON STATE CONTRACT MA4594			
	1	24 MONTH EXTENDED WARRANTY			
	1	COORDINATION STUDY			
	1	POWER METER & STARTUP			
	<b>1</b>	<b>LOT PRICE</b>	<b>\$118,753</b>		
		<b>NOTES:</b>			
	*	ANY BREAKOUTS/SUBTOTALS PROVIDED ARE APPROXIMATE VALUES. ANY DEVIATION FROM THE COMPLETE SCOPE MAY CHANGE THE VALUE OF OTHER ITEMS.			
	*	THIS IS NOT AN OFFER TO CONTRACT BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION.			
	*	ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO CED'S STANDARD TERMS AND CONDITIONS OF SALE.			
	*	QUOTE PRICING IS GOOD FOR 30 DAYS FROM DATE OF QUOTE, AFTER 30 DAYS PRICING MAY INCREASE.			
	*	MATERIALS QUOTED DO NOT COMPLY WITH "BUY AMERICA" REQUIREMENTS UNLESS OTHERWISE NOTED.			
	*	SPARES ARE NOT INCLUDED UNLESS INDICATED DIFFERENTLY WITHIN THE QUOTE.			
	*	STAGING AND/OR STORAGE OF MATERIAL ARE NOT INCLUDED UNLESS INDICATED DIFFERENTLY WITHIN THE QUOTE.			
	*	ANY WARRANTY INCLUDED WILL BE BASED OFF DAY MATERIAL SHIPS FROM MANUFACTURER UNLESS INDICATED DIFFERENTLY WITHIN THE QUOTE.			
	*	NO SPECIAL LABELING INCLUDED			

\*PLEASE NOTE: This is not an offer to contract, but merely a quotation of current prices for your convenience and information. Orders based on this quotation are subject to CED's Standard Terms and Conditions of Sale.





## Summary of Proposal

### Estimated Lead Time

The lead times contained in this proposal are for estimating purposes only and do not include approval drawing cycle, factory holidays/shutdowns, witness testing, or transit time. Lead-times are subject to change and may require staggered shipments beyond stated lead times. Please contact ABB if firm or alternate lead times are required.

Item No.	Product Description	Mark(s)	Estimated Lead Time (Weeks)	Quantity
2	GFI TESTING	0.00	CONTACT ABB SALES	1
4	Switchboard, ReliaGear Configured, RG-GM-CBSB-CTO		16	1



**Bill of Material(s)**

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<b>Item No.</b>	<b>Quantity</b>	<b>Description</b>
<b>2</b>	<b>1</b>	<b>GFI TESTING</b>
		<b>Marks: 0.00</b>

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## Bill of Material(s)

Item No.	Quantity	Description
4	1	<b>Switchboard, ReliaGear Configured, RG-GM-CBSB-CTO</b>
		<b>4 Section(s) Service Entrance</b>
		Estimated Shipping Weight:4399 lbs
1		Service Entrance Labeling
		3P4W/480/277V/60Hz
		3000A 65 kAIC Fully Rated
		Incoming Feed: Bottom
		Incoming Right Feeding Left
		Type 3R (non-walk-in) Enclosure
		Front/Rear Lineup
		Front Only Access
		Full Height Panel Bus Option
1		Hinged Wire Gutter Cover
		Configured Switchboard
1		ReliaGear Switchboard Lineup
		Estimated total factory connected wiring points for the lineup 109
1		Evolution Individually Mounted Feeder Section 30W 35D 90H (Est.) lbs 918
1		Group Mounted Feeder ReliaGear Panel Section 40W 35D 90H (Est.) lbs 996
1		Section 40W 35D 90H (Est.) lbs 1680
1		Utility Termination Compartment Section 50W 35D 90H (Est.) lbs 805
4		Bus Bracing 65000 AIC
5		Evolution - Fully Rated Aluminum Bus 750 A/Sq. in.
4		Ground: Equipment U/L With Lugs
4		Seismic Rating
3		Space Heater 120 Volt
2		Full Height Side Barriers
		<b>Utility</b>
1		3000A Utility Compartment - ROCKY MOUNTAIN POWER
1		Remote Meter Socket(s) 4W
		<b>Main Breaker</b>
1		3000A 3 Pole E4.2SF 100% Rated (3000A Frame) Indiv. Mtd. Main
		Manually Operated MAIN
		Programmer(EKIP Touch)
		LSIG
1		RELT
1		RELT-EKIP SIGNALLING 2K3
1		(4Q) AUXILIARY CONTACTS - 400V
1		(S51/2) Bell Alarm - 250V



## Bill of Material(s)

Item No.	Quantity	Description
	1	PADLOCK IN OPEN POSITION
	1	DC SUPPLY - 24V - 48V
	1	RGM7000 (Shark200-60-10-V2-D2-INP100S-X-X)
	1	Current Transformer (3)
		<b>Feeders</b>
	1	3000A 3 Pole E4.2SF 100% Rated (3000A Frame) Indiv. Mtd.
	1	Manually Operated Programmer(EKIP Touch) LSIG
	1	RELT
	1	RELT-EKIP SIGNALLING 2K3
	1	(4Q) AUXILIARY CONTACTS - 400V
	1	(S51/2) Bell Alarm - 250V
	1	PADLOCK IN OPEN POSITION
	1	DC SUPPLY - 24V - 48V
	30	Mechanical (2 Hole) AI Load Lugs
	1	600A 3 Pole XT6H800 (0A Frame)
	1	Manually Operated Programmer (EKIP DIP) LSI
	1	PLL FIXED PADLOCK - OPEN
	3	Mechanical AL Load Lugs
	2	225A 3 Pole XT4H250 (250A Frame)
	2	Manually Operated Programmer (TMA/TMD) LI
	2	PLL FIXED PADLOCK - OPEN
	2	Mechanical AL Load Lugs
		<b>Monitoring/Control Devices</b>
	1	Type 2 SPD HE 150/300 per Mode/Phase kA, 200KAIC
	1	RELT Power Supply 8 max
	1	Power Supply Plate
	1	Thermostat Control
	1	Control Power Transformer (Section Heater)
	1	Humidistat Control
		<b>Others</b>
	5	Engraved Nameplates
	5	Screw-On Nameplates
		Others
	1	Lifting Brackets
	1	Reliagear (C/B feeders only) 40X Bus Stack



## Bill of Material(s)


Item No.	Quantity	Description
	3	Neutral Lugs
	2	Neutral Lugs
	1	Bonding Jumper
	1	Lug Section - Connectors
	23	Equipment Ground Lugs
	1	Ground Lug

ACCESS TO: Front Only	PHASE: 3P4W	ROCKY MOUNTAIN POWER
CLASS: 5	AMPERE: 3000A	CODE: UP PT COMPT
LABEL: U/L SE	BUS MTL: Al 750A/in <sup>2</sup>	UTILITY PER EUSERC PG. 322, 330, 354
VOLTAGE: 480/277V	PLATE: Tin Plate	METER PER EUSERC PG.
STYLE: ReliaGear	RATING: Fully Rated	UGPS PER PG 345
BUS BRACING (RMS SYM): 65000A		LUG LANDING PER 347
DEV.MIN.INT.RATING (RMS SYM): 65000A		

**SwitchBoard / Device Information**

Circuit No.	Device	Trip Amps	Sensor Amps	Poles	Nameplates	Lugs/Cable Size	Notes
1	XT4H	225	-	3		(1) - 3/0 - 350 MCM CU - Mech. AL	24,25
2	XT6H	600	800	3		(3) - 2/0 - 400 MCM CU - Mech. AL	22,24,26
3	XT4H	225	-	3		(1) - 3/0 - 350 MCM CU - Mech. AL	24,25
4	E4.2SF	3000	3000	3		(10) - 750 MCM CU - Mech. (2 Hole) Al	17,18,19,20,21,23,27,28,33,34,35
Main	E4.2SF	3000	3000	3			17,18,19,21,23,27,28,33,34,35

- NOTES:**
- Switchboard furnished with a rainproof TYPE 3R (non-walk-in) enclosure.  
NOTE: See plan view for details. Need additional 1 inch space clearance on top and 1.5 inch clearance on the rear of the swbd.
  - Equipment ground bus furnished with lugs.
  - Copper ground bus furnished.
  - Switchboard qualified for Seismic Ratings per publication 1VAL0001-DTA and OSP-0044-10.
  - Switchboard furnished with Nameplates.
  - All Nameplates to be fastened with screws.
  - Switchboard furnished with section space heaters.
  - Switchboard furnished with thermostat control for section space heaters.
  - Switchboard furnished with hinged gutter covers.
  - Switchboard furnished with full height vertical bus for distribution sections.
  - Switchboard furnished with fully rated panel.
  - EUSERC utility section(s) furnished with handles and sealing provisions per EUSERC specifications.
  - INSTALLATION NOTE: Caution: If switchboard is installed on a housekeeping slab greater than 2-1/2" the meter may be over the 6'3" maximum allowable meter height. Consult Utility if you need more information.
  - Shipping splits as indicated, ship sections separated and joined as indicated.
  - User Specified Layout
  - Switchboard furnished with Humidistat for section space heaters.
  - Device is 100 percent rated.
  - Device is furnished with integral ground fault protection.
  - Device is furnished with RELT (Reduced Energy Let Through).
  - 4 wire GROUND FAULT Load.
  - Device requires RELT or ZSI feature if Authority having jurisdiction has adopted NEC 2014 code requirements.
  - Device Furnished with Ekip DIP (LSI) Programmer.
  - Device Furnished with Ekip Touch (LSIG) Programmer.
  - Device Furnished with PII Fixed Padlock - Open
  - Device Furnished with Thermal-Magnetic Adjustable Trip.
  - Device programmer LT target set @ 0.76 for 600A trip.
  - Device furnished with (4Q) Auxiliary Contacts - 400V
  - Device furnished with (S51/2) Bell Alarm - 250V
  - Switchboard furnished with Type 2 SPD 150kA per mode / 300kA per phase, 200kAIC. SPD furnished with Indicating Lights, Alarm, Form C Contacts, Surge Counter & Disconnect Switch.
  - Estimated total factory connected wiring points for the lineup 109.
  - RGM7000 (10/100 Ethernet) Meter installed in Switchboard.
  - Estimated shipping weight for the lineup is 4399 lbs.
  - Device furnished with DC Supply - 24V - 48V
  - Device furnished with RELT-Ekip Signalling 2K3
  - Device furnished with Padlock in open position

PROJECT NAME : Iron Horse		DRAWING TITLE: Device Information	PRODUCT NAME:	DRAWING NO:
		CREATED BY: Coe, Austin	ReliaGear	ITEM NO: 4
		DATE: 2/11/2026	Switchboard CTO	MARKS:
		REVISION NO.: 2		QUOTE NO: UL1-00041949
CUSTOMER: CED INC, SALT LAKE CITY				SHEET: 7 of 25 1 of 4

ACCESS TO: Front Only	PHASE: 3P4W	ROCKY MOUNTAIN POWER
CLASS: 5	AMPERE: 3000A	CODE: UP PT COMPT
LABEL: U/L SE	BUS MTL: Al 750A/in <sup>2</sup>	UTILITY PER EUSERC PG. 322, 330, 354
VOLTAGE: 480/277V	PLATE: Tin Plate	METER PER EUSERC PG.
STYLE: ReliaGear	RATING: Fully Rated	UGPS PER PG 345
BUS BRACING (RMS SYM):	65000A	LUG LANDING PER 347
DEV.MIN.INT.RATING (RMS SYM):	65000A	

Switchboard / Device Information

PROJECT NAME :  
Iron Horse

CUSTOMER:  
CED INC, SALT LAKE CITY



DRAWING TITLE: Device Information

CREATED BY: Coe, Austin

DATE: 2/11/2026

REVISION NO.: 2

PRODUCT NAME:

ReliaGear  
Switchboard CTO

DRAWING NO:

ITEM NO: 4

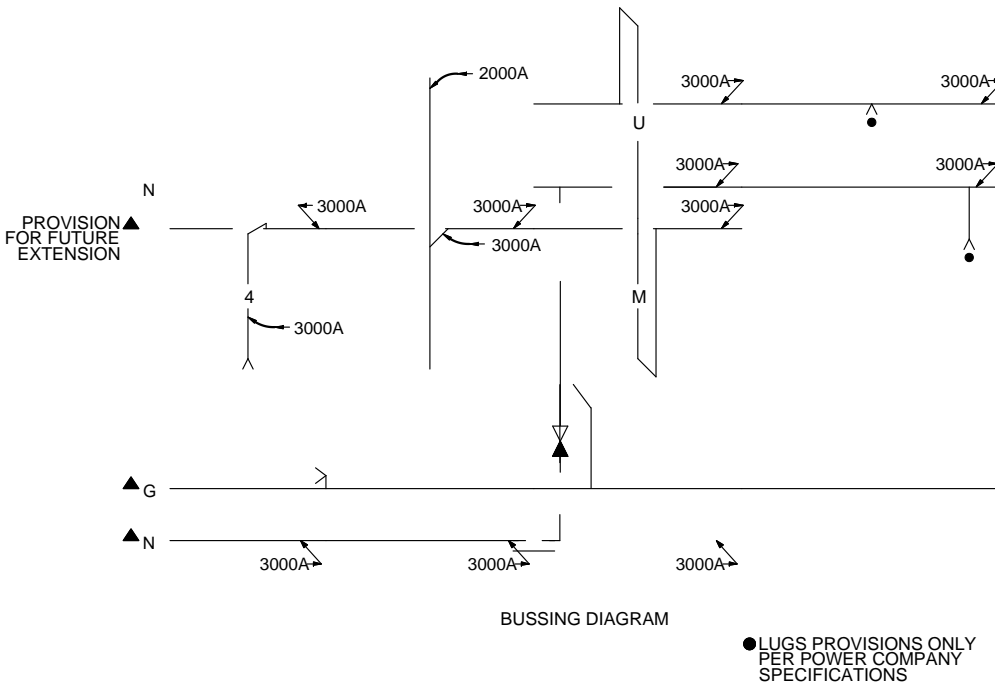
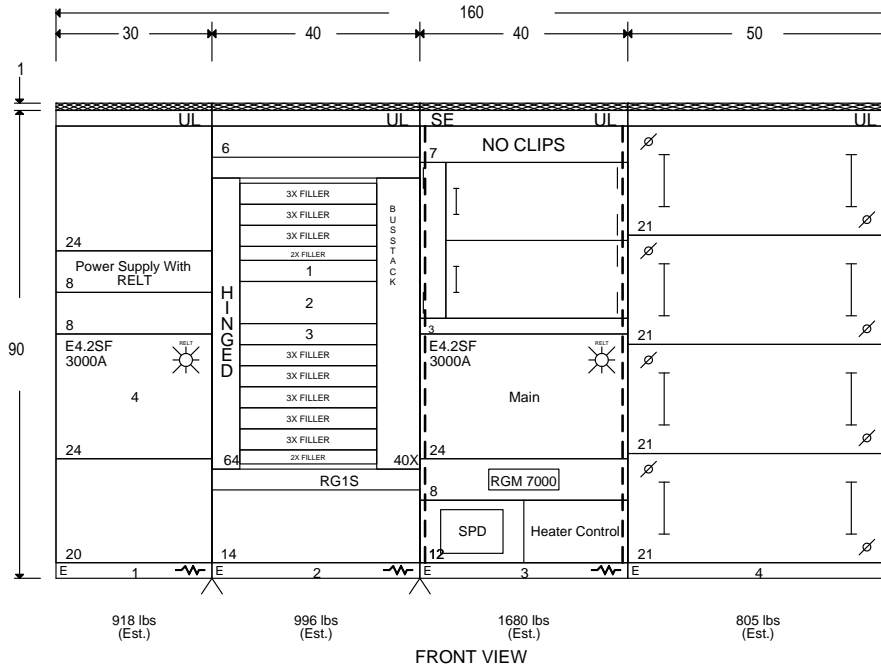
MARKS:

QUOTE NO: UL1-00041949

SHEET: 8 of 25

2 of 4

ACCESS TO: Front Only	PHASE: 3P4W	ROCKY MOUNTAIN POWER
CLASS: 5	AMPERE: 3000A	CODE: UP PT COMPT
LABEL: U/L SE	BUS MTL: Al 750A/in <sup>2</sup>	UTILITY PER EUSERC PG. 322, 330, 354
VOLTAGE: 480/277V	PLATE: Tin Plate	METER PER EUSERC PG.
STYLE: ReliaGear	RATING: Fully Rated	UGPS PER PG 345
BUS BRACING (RMS SYM): 65000A		LUG LANDING PER 347
DEV.MIN.INT.RATING (RMS SYM): 65000A		



PROJECT NAME : Iron Horse  
 CUSTOMER: CED INC, SALT LAKE CITY

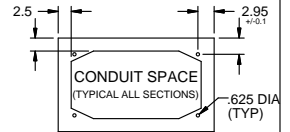


DRAWING TITLE: Front View/  
Bussing  
 CREATED BY: Coe, Austin  
 DATE: 2/11/2026  
 REVISION NO.: 2

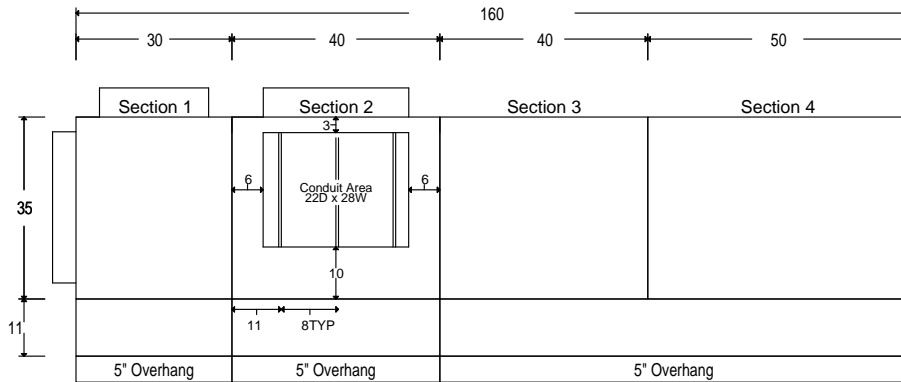
PRODUCT NAME: ReliaGear  
Switchboard CTO

DRAWING NO: 4  
 ITEM NO: 4  
 MARKS:  
 QUOTE NO: UL1-00041949  
 SHEET: 9 of 25 3 of 4

ACCESS TO: Front Only	PHASE: 3P4W	ROCKY MOUNTAIN POWER
CLASS: 5	AMPERE: 3000A	CODE: UP PT COMPT
LABEL: U/L SE	BUS MTL: Al 750A/in <sup>2</sup>	UTILITY PER EUSERC PG. 322, 330, 354
VOLTAGE: 480/277V	PLATE: Tin Plate	METER PER EUSERC PG.
STYLE: ReliaGear	RATING: Fully Rated	UGPS PER PG 345
BUS BRACING (RMS SYM): 65000A		LUG LANDING PER 347
DEV.MIN.INT.RATING (RMS SYM): 65000A		

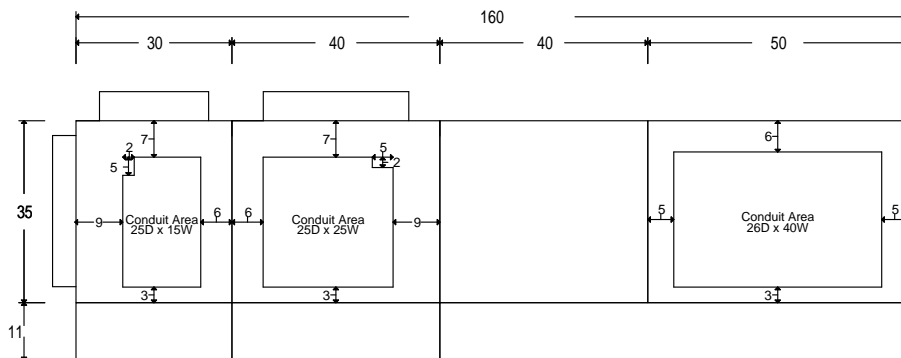


Top Conduit Area



Front Plan View

Bottom Conduit Area



Front Plan View

PROJECT NAME :  
Iron Horse

CUSTOMER:  
CED INC, SALT LAKE CITY



DRAWING TITLE: Conduit View

CREATED BY: Coe, Austin

DATE: 2/11/2026

REVISION NO.: 2

PRODUCT NAME:

ReliaGear  
Switchboard CTO

DRAWING NO:

ITEM NO: 4

MARKS:

QUOTE NO: UL1-00041949

SHEET 10 of 25

4 of 4



## TERMS AND CONDITIONS OF SALE

### General Policies and Conditions

1. This Proposal is offered subject to the following: 1) attached TERMS AND CONDITIONS OF SALE, 2) an executed Master Supply Agreement ("MSA"), and 3) ABB Inc.'s current general Terms and Condition of Sale. Any conflict among the documents comprising the terms of this Proposal shall be resolved in accordance with the following order of precedence: (i) an executed MSA incorporating the following Terms and Conditions of Sale (ii) attached TERMS AND CONDITIONS OF SALE incorporating ABB Inc. General Terms and Conditions of Sale (iii) or ABB Inc. General Terms and Conditions of Sale. Non-ABB preprinted PO terms have no force and/or effect and are hereby rejected by ABB.
2. All quoted or agreed prices are subject to revision at any time in the event of: (i) a material increase in component, raw material, or energy costs; or (ii) governmental action such as new or increased tariffs.
3. Buyer represents and warrants that there are no federal, state, or local (collectively "Governmental") contracting provisions, regulations, flow-downs, or requirements that apply to this transaction, including without limitation any Governmental domestic preference or prevailing wage, other than such terms that have been disclosed and agreed to by Seller in writing. Buyer assumes sole responsibility for any costs associated with non-compliance of terms not agreed by Seller in writing. Unless expressly provided in writing, Seller makes no representation that the quoted product(s) or service(s) comply with any Governmental contracting provisions and regulations.
4. This proposal expires in 30 calendar days, unless terminated sooner by notice. This proposal is not inclusive of taxes of any kind, unless explicitly stated.
5. Orders not requiring engineered drawings for approval must be released by Buyer for manufacture within 90 days of PO receipt. If engineered drawings are required, they must be returned and approved by Buyer for release within 60 days of mailing. If not, and/or shipment is delayed for any reason the price will increase by 1.5% for each partial/full month that shipment release is delayed after the 90-day period. If project is delayed 6 months or more after PO receipt, project will be repriced based off current market values.
6. For MV Transformers (including Padmount, Substation, & Power transformers), refer to the factory proposal for applicable terms and conditions including, but not limited to quote validity, price validity, escalation, warranty, cancellation, estimated delivery, and freight terms.

### Payment Terms

1. Net 30 days from the date of invoice
2. For projects up to \$1,000,000 net, terms of payment are 100% upon invoicing.
3. If project value exceeds \$1,000,000 net, progress payments are required payable at the following milestones. These milestones will be applied at a line-item level and will be tailored to the project schedule.
  - 20% upon delivery of drawings
  - 30% upon release of equipment
  - 50% upon shipment

### Warranty

1. The warranty for Products shall expire one (1) year from date of installation or eighteen (18) months after date of shipment, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software related Services are warranted for ninety (90) days.
2. Additional 12 months available for 2% adder, 24 months for 4% adder. Engage ABB representative if longer durations are needed.
3. All warranty claim remedies are provided under the General Terms and Conditions of Sale, or any applicable MSA, whichever is applicable between the parties.

### Order Cancellation – Schedule of Charges

1. 10% - Order received.
2. 30% - Drawings for approval submitted, if required.
3. 50% - Revisions to approval drawings submitted, if required.
4. 80% - Order released for manufacturing and shipment.
5. 100% - Production started.

### Delivery and Transportation

1. CPT/FCA ABB's facility, place of manufacture or warehouse (Incoterms 2020). Title and risk of loss passes upon shipment.
2. ABB will assume the risk of loss or damage to the destination for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as ABB's common carrier's delivery point nearest first destination or point of export within the continental U.S.
3. Transportation and handling are prepaid and billed, unless otherwise noted in this quotation or MSA.
4. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date, and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date, and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

### Other Notes

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only. Selective coordination of the system should be verified by a qualified engineer and may require changes to the design, Bill of Material, and price.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.





## ABB INC. GENERAL TERMS AND CONDITIONS OF SALE

(2026-01 U.S.)

### 1. General.

The terms and conditions contained herein, together with any additional or different terms contained or referenced in ABB's proposal or, quotation and ("Proposal"), any addenda to the Proposal, the purchase order (excluding any pre-printed terms and conditions and any terms that conflict with the Proposal or ABB's acknowledgment), and ABB's acknowledgement, submitted to Purchaser constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all other prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

### 2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All prices set forth in a purchase order may be revised by ABB at any time prior to delivery or performance based on ABB's sole but reasonable estimate of its cost increases (after the Proposal date) resulting directly or indirectly from factors such as: (i) a significant increase in raw material, component, labor, or energy costs or (ii) governmental actions, such as increased tariffs on the Equipment, raw material, or components.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) Except as otherwise agreed by ABB, the price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, tariffs or other like taxes ("Taxes") which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such Taxes, or ABB's reasonable estimated cost impact thereof, which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any Tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

### 3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's

attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

### 4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform to the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

### 5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

### 6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

### 7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

### 8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment,

whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) **Equipment and Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) **Exceptions.** ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) **Software Warranty and Remedies.** ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

#### **9. Intellectual Property Infringement.**

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. **THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.**

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

#### **10. Waiver of Consequential Damages.**

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

#### **11. Limitation of Liability.**

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

#### **12. Laws and Regulations.**

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment, Services, or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the original Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise,

shall be conducted only in the state or federal courts functioning in the State of New York, New York County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

### 13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

### 14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

### 15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

### 16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations),

Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

### 17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

### 18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

### 19. Export Control.

(a) The following definitions apply to this Article 19:

"Trade Control Laws" means all applicable trade and economic sanctions laws and regulations, specifically including but not limited to the U.S. International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774; the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. 500-598; the Foreign Trade Regulations ("FTR"), 15 C.F.R. 30-199; and, any administrative or regulatory decisions or guidelines adopted pursuant to Trade Control Laws.

"Purchaser Entities" means Purchaser's officers, directors, employees, parent company, subsidiaries and other affiliates, and if the Equipment, Software and/or Services are subject to resale or other distribution, Purchaser's customers and end-users of the same.

(b) Purchaser shall comply in all respects with Trade Control laws and shall not export, re-export, transfer, disclose or otherwise provide or make accessible the Equipment, Software, data or other information provided to Purchaser by ABB hereunder, to any non-U.S. person or entity (including Purchaser's dual and/or third-country national employees or third party contractors) without first complying with all requirements of the applicable Trade Control Laws. If Purchaser is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services as defined in the ITAR, Purchaser represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"), as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR. If Purchaser is a U.S. entity and will export ABB's Equipment, Software, and/or data, Purchaser will be considered an exporter within the meaning of the U.S. export regulations. Therefore, ABB should not be listed as the exporter or U.S. Principal Party in Interest ("USPPI") on any documentation or filings relating to any export. Purchaser acknowledges it's acting on its own behalf and not as ABB's agent for export or any other purposes.

(c) Purchaser represents and warrants that the Equipment, Software and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological

weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use or any other end use prohibited by Trade Control Laws.

(d) Purchaser represents and warrants that: (1) neither Purchaser nor any Purchaser Entity is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United States or any similar list maintained by the European Union or European member state (collectively "Restricted Parties List"); and (2) no entity or person listed on the Restricted Parties List (or owned directly or indirectly, in whole or in part, by an entity or person on the Restricted Parties List) has any property, financial or other interest in the Equipment, Software or Services, and that the same shall not be transferred, reexported, disclosed to or otherwise provided to an entity or person on the Restricted Parties List. Purchaser shall notify ABB immediately if Purchaser or a Purchaser Entity becomes listed on the Restricted Party List.

(e) Purchaser shall notify ABB immediately upon awareness of any breach or suspected breach of this Article 19. Any violation of Purchaser's obligations under this Article 19 is a material breach of this Agreement and ABB reserves the right to terminate the Agreement immediately upon written notice for Purchaser's default. Purchaser shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against all claims, causes of action, damages, liabilities, and expenses, including attorney's fees arising from Purchaser's breach of this Article 19 and any resulting termination of this Agreement.

(f) If agreed to by the Parties pursuant to a written statement of work or elsewhere in this Agreement, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(g) When applicable, the party considered the exporter of the Equipment, Software, Services and/or data, will apply for the export license in compliance with all applicable Trade Control Laws. If ABB is the applicant of the export license, the Purchaser agrees to immediately provide all the necessary information and documentation (i.e. End-User/End-Use Certificate and Letter of Assurance) required to apply for the license. If an export license is denied or revoked, the applicant must notify the other party immediately and this Agreement may be terminated by ABB without liability for damages of any kind resulting from such termination.

## 20. Trade Controls.

a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the [Individual Order] (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

(b) The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the [Individual Order] neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person.

"Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

(c) If, as a result of Trade Control Laws issued or amended after the date of the [Individual Order], including, but not limited to, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the [Individual Order] until such time as ABB may lawfully discharge such obligation or unilaterally terminate the [Individual Order] in whole or in part. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the [Individual Order].

(d) The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Equipment and Services. Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(e) The Purchaser represents and warrants that the Equipment and Services are for civil use only. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time).

(f) If the Purchaser infringes any obligations in this Trade Controls clause in connection with the [Individual Order], the Purchaser must immediately notify ABB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws.

(g) For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

## 21. Bribery and Corruption.

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Seller or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render Seller liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Article 20(a) above may be considered by Seller to be a material breach hereunder and shall entitle Seller to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of Seller hereunder or applicable law. Purchaser shall indemnify Seller for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this agreement.

(d) Purchaser understands that Seller's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) Seller has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws,

policies or standards of conduct:  
Web portal: [www.abb.com/integrity](http://www.abb.com/integrity)  
Telephone: number specified on the above Web portal  
Mail: address specified on the above Web portal

## 22. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

## 23. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

## 24. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

## 25. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser,

or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

## 26. Confidentiality.

a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 26 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 26 shall expire five (5) years after the date of disclosure. This Article 26 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.



#### 27. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

#### 28. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, policies, addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, policies, and/or addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

#### 29. US Government Contracts.

This Article 29 applies only if the Agreement is for the direct or indirect sale, or is funded in whole or in part by, an agency of the U.S. federal government, or a state government, or any other U.S. government instrumentality or political subdivision (collectively "U.S. government entity").

Unless otherwise expressly stated and specifically agreed in ABB's Proposal:

(a) Purchaser agrees that: (i) all Equipment, Software, and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial product" or "commercial service" or "commercial computer software" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. (ii) ABB technical data and computer software are developed at ABB's private expense and not in performance of the Agreement. ABB retains ownership and proprietary rights in all technical data and computer software provided to Purchaser under the Agreement and under a U.S. Government contract or subcontract. Neither the Purchaser, the U.S. Government nor any higher-tier contractor under a U.S. Government contract will obtain any rights in ABB technical data or computer software beyond the rights provided under ABB's standard commercial licenses consistent with FAR 12.211 and 12.212. (iii) to the extent the Buy American Act (41 U.S.C. §§ 8301 - 8305, as amended), Trade Agreements Act (19 U.S.C. §§ 2501 - 2581, as amended), Build America, Buy America (Pub. L. 117-58, December 29, 2022, as amended) or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment or Software is unknown. (iv) the version of any applicable FAR clause listed in this Article 29 shall be the one in effect on the effective date of this Agreement.

(b) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that: (i) all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. (ii) only the clauses identified in FAR 52.212-5 apply and only to the extent applicable for sale of COTS and/or commercial products and/or commercial services and as appropriate for the purchase order price. (iii) any Services offered by ABB are exempt from the Service Contract Act of 1965 (41 U.S.C. §§ 6701 - 6707, as amended). (iv) all other U.S. Government agency contract provisions are rejected.

(c) If Purchaser is procuring as a contractor, or subcontractor at any tier, on behalf of an agency of a U.S. government entity, then Purchaser agrees that: (i) only the clauses identified in FAR 52.212-5(e)(1) or 52.244-6(c)(1) (whichever is applicable) apply and only to the extent applicable for sale of COTS and/or commercial products and/or services and as appropriate for the purchase order price. (ii) Purchaser shall notify ABB prior to transmitting any Controlled Unclassified Information ("CUI") to ABB, and only upon written authorization by ABB may Purchaser transmit CUI to ABB. Purchaser shall transmit CUI to ABB in accordance with applicable CUI safeguarding and/or dissemination authority requirements. (iii) prevailing wage and related public works labor and employment laws or regulations are not applicable to ABB's services offered in the Proposal. (iv) Purchaser is solely responsible for its obligations to its customer(s), including validating that ABB's Proposal fulfills Purchaser's U.S. Government contracting obligations, if any. To the extent the terms and conditions of Purchaser's customer contract(s) are different from the terms and conditions of this Agreement, Purchaser shall defend, indemnify and hold ABB harmless from and against all losses, liabilities, cost, expense (including attorney's fees and expenses of litigation and/or settlement), damages, allegations, claims, causes of action and judgments resulting from such difference. In no event will Purchaser withhold payment due to ABB from any dispute or liability incurred between Purchaser and its customer(s).

#### 30. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.



## City Council Staff Report

**Subject:** State Cooperative Contract End User Agreement  
Sonntag Recreation  
**Author:** Jessica Moran, Recreation Division Manager  
**Department:** Recreation  
**Date:** April 9, 2026

### Recommendation

City Council should consider authorizing the City Manager to execute a State Cooperative Contract End User Agreement with Sonntag Recreation, in a form approved by the City Attorney's Office, to provide playground equipment, shade, and surfacing for The Mine at City Park, in an amount not to exceed \$923,153.

### Executive Summary

Playground equipment, shade structures, benches, and safety surfacing for The Mine at City Park playground are considered owner-furnished items not included in the construction contract with Okland Construction. As a result, Park City Municipal Corporation (PCMC) must enter into a separate agreement with a specialty vendor for playground equipment.

Landscape Structures holds a cooperative purchasing contract with the State of Utah and fulfills Utah orders through its authorized distributor, Sonntag Recreation. Sonntag Recreation has provided a proposal that meets project requirements and remains within the project budget. The proposed equipment and design were reviewed and recommended by the project team.

### Analysis

The State of Utah Cooperative Contracts program was established to increase procurement efficiency and provide the best value in the purchasing process. By selecting a vendor participating in the program, eligible entities such as PCMC may utilize pre-negotiated state contracts for commonly purchased goods and services, resulting in significant time and cost savings.

Several playground equipment providers are available through the State Cooperative Contracts program. Recreation staff reviewed equipment and design proposals from the following vendors:

- Berliner
- Playspace Designs
- Lucky Dog Recreation
- Great Western Recreation

- Landscape Structures (Sonntag Recreation)

After evaluating design, durability, play value, warranty, and compatibility with the overall project, the project team recommends proceeding with Sonntag Recreation.

Upon execution of the agreement, the equipment will be ordered and fabrication will begin on custom components. Any delay in authorizing this agreement could impact the project schedule and may affect the ability to open the playground in coordination with the opening of The Mine at City Park.

The scope of work provided by Sonntag Recreation includes the following:

- Playground equipment
- Shade structures
- Poured-in-place safety surfacing
- Associated installation components and materials

The project team anticipates that the playground equipment will be installed this summer.

### **Funding**

Funding for this contract was originally included within the \$15 million project budget approved by City Council in July 2023 to design and construct a new community center to replace the City Park Recreation Building.

On June 5, 2025, the City Council approved the revised community center project budget following a value engineering process that identified cost savings, including removal of the playground equipment, shade, and surfacing from the primary construction scope. The [Staff Report](#) identifies a budget of \$775,000 for these items. An additional \$8,153 has been returned to the playground budget, as benches originally included in the construction scope will instead be provided by the playground manufacturer.

Additional funding of \$140,000 was secured with a Recreation, Arts and Parks Grant (RAP TAX) resulting in an available project budget of \$923,153.

### **Exhibits**

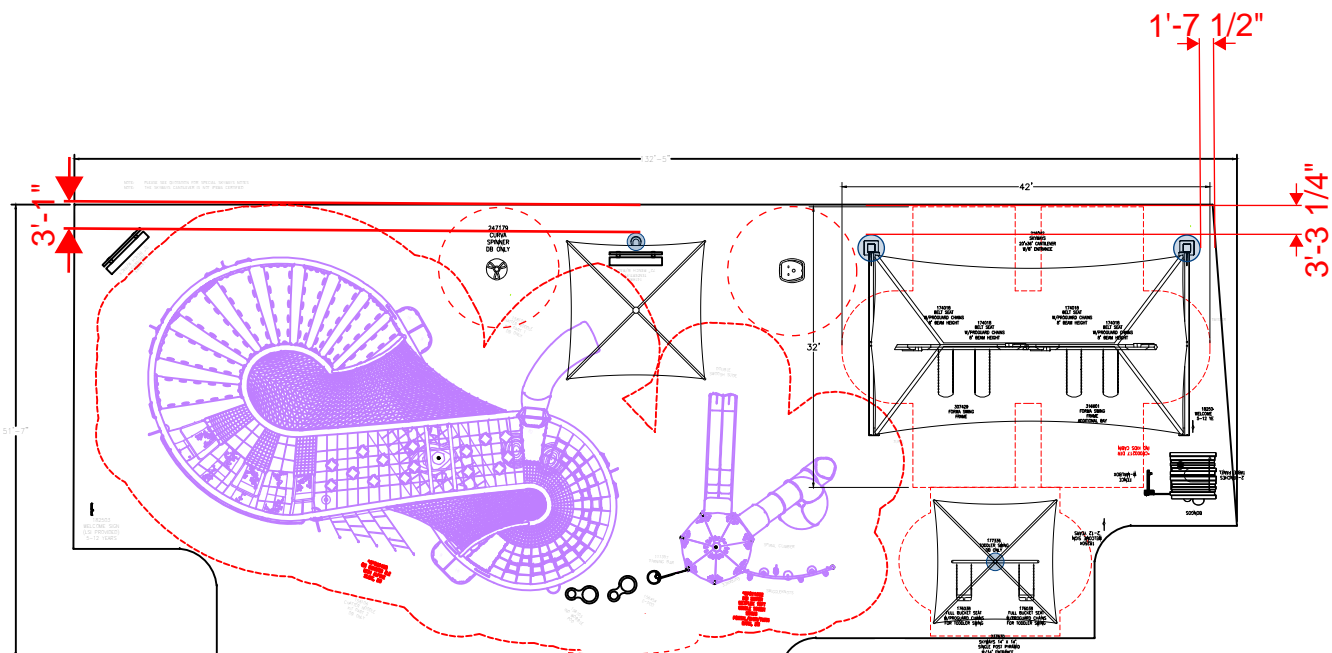
*Exhibit A: The Mine at City Park Playground Design and Site Plan*

*Exhibit B: Playground Equipment Images*

*Exhibit C: Scope of Work*

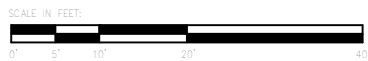
*Exhibit D: Price Quote*

*Exhibit E: Manufacturer Warranty Information*



Performance and Quality  
 (5-12 years)  
 Max Fall Height: 66 inches

TOTAL ELEVATED PLAY COMPONENTS	5		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED	3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	13	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	7	REQUIRED	7



City Park – Park City  
 Park City, UT

Sonntag Recreation, LLC  
 Jeff Sonntag

SYSTEM TYPE:  
 SmartPlay/Forma  
 DRAWING #:  
 1203612-02-02



The play components shown on this plan are IPMA certified. (Unless model number is provided with it, the user must refer to these components against the requirements of ASTM F1487. To verify product certification, visit www.ipma.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURER'S OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION, INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLICES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (SEE ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL-DRAINAGE. IF THE SOIL DOES NOT DRAIN NATURALLY, IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A TRENCH DRAIN.

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (ROUNDED-IN-PLACE SUGGESTED)

DESIGNED BY:

NAK

COPYRIGHT: 2/12/26  
 LANDSCAPE STRUCTURES, INC.  
 491 7th STREET SOUTH - P.O. BOX 138  
 DELAND, MINNESOTA 55336  
 PH: 1-800-338-2025 FAX: 1-612-422-8201

1/28/26	1203612-02-01	NAK
Date	Previous Drawing #	Initials

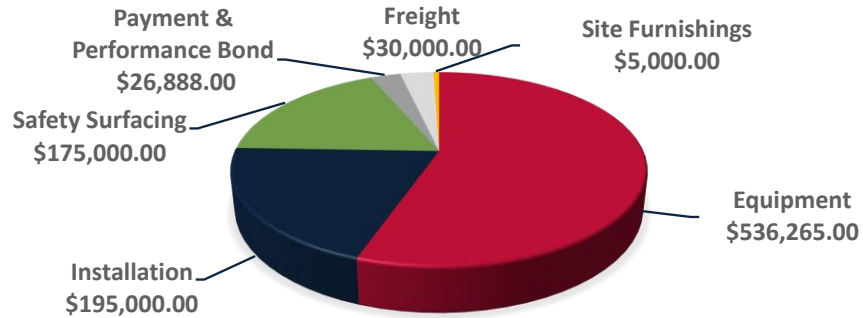








**SCOPE COST BREAKDOWN**



**PLAY EQUIPMENT & SHADE UNITS**

All Play Equipment is manufactured to order at our employee owned facility in Delano, Minnesota.

All Shade is manufactured to order at our employee owned facility in Dallas, Texas.



**INSTALLATION**

Play Equipment Deluxe Installation by our locally based factory trained installation crew.

All footings to be dug through dirt/earth sub base. If there are concrete or other surfaces present in the installation area additional charges will be required.

**FREIGHT**

Playground Equipment Ships from Delano, MN to Jobsite location unless otherwise specified.

Shade Equipment Ships from Dallas, TX to Jobsite unless otherwise specified

**SAFETY SURFACING**

Scope of Work: (Quoted as (1) mobilization)  
 Provide & install 6,244 SF of SpectraPour safety surfacing.  
 1,612 SF @ 5.0" UNIFORM thickness, rated for a max. fall height of 12'-0"  
 4,632 SF @ 3.5" UNIFORM thickness, rated for a max. fall height of 8'-0"  
 Thickness per sheet 1203612-02-01, dated 1/28/26  
 Wear layer to be 100% color- colors to be determined & selected from manufacturer's full range of available colors.  
 Wear layer includes Aliphatic (UV-stable, non-yellowing) Resin.  
 Wear layer includes graphics layout per Miquelon PIP Design, attached  
 Estimated Installation Duration = 10 On-Site Working Days to complete this project

**Site Furnishings**

Benches are manufactured to order at our facility in Pennsylvania.



# PROPOSAL

ALL PURCHASE ORDERS, CONTRACTS AND CHECKS  
 TO BE MADE OUT TO:  
 LANDSCAPE STRUCTURES, INC.  
 601 7TH STREET SOUTH  
 DELANO, MN 55328 U.S.A.  
 763-972-3391 800-328-0035



NASPO Contract #PA4316

CONTACT: Jeff Sonntag  
 PHONE: 801.279.9797  
 FAX: 801.278.9794  
 EMAIL: [jeff@sonntagrec.com](mailto:jeff@sonntagrec.com)  
 WEBSITE: [www.sonntagrec.com](http://www.sonntagrec.com)

**QUOTE #2629C**

SHIP TO: Park City - City Park

Pricing Good for 60 days from date of Proposal

BILL TO: Park City Municipal Corp.

Destination

F.O.B.

FREIGHT  Prepaid  Collect

**Net 30** (Deposit may be required)

**Terms** (Subject to Credit Approval by Landscape Structures)

REP	JOB		LEAD TIME
Jeff	Park City Community Center		TBD

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Landscape Structures Playground Design 1203612-02-04 (See Detailed Breakdown on Following Page)		\$536,265.00
1	Playground Installation (See Detailed Breakdown on Following Page)		\$195,000.00
1	PIP Rubber Surfacing - Design by local artist - Aliphatic Binder - Per the required fall heights of the playground equipment - Provided & Installed (See Detailed Breakdown on Following Page)		\$175,000.00
1	Site Furnishings inside the Play Area		\$5,000.00
1	Payment and Performance Bond 3%		\$26,888.00
1	Freight		\$30,000.00
		<b>SUBTOTAL</b>	\$968,153.00
		<b>LESS NASPO DISCOUNT</b>	-\$42,901.20
		<b>EXTRA COURTESY DISCOUNT</b>	-\$2,098.80
		<b>TOTAL</b>	\$923,153.00

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON  
 APPROVAL BY LANDSCAPE STRUCTURES. CUSTOMER RECEIPT OF AN ORDER  
 ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

ACCEPTED BY CUSTOMER \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

PROPOSED BY LSI REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

Jeff Sonntag 3/26/2026

PRINT NAME \_\_\_\_\_

TAXABLE: FREIGHT \_\_\_\_\_

INSTALLATION \_\_\_\_\_

QTY	PLAY EQUIPMENT & SHADE UNITS	UNIT PRICE	LINE TOTAL
1	LSI – Custom Quantis Net Climber Structure		\$341,765.00
1	LSI – 12' Tall Super Netplex Tower w/ Custom Layout		\$102,575.00
2	LSI – Wobble Pods to functionally link tower to Quantis	\$2,155.00	\$4,310.00
1	LSI – Double Bay Forma Swings w/ 2 Belt Swing Seats and 1 Flexx Swing		\$19,365.00
1	LSI – Toddler T-Swing Frame w/ 2 Full Bucket Swing Seats for toddlers w/ Integrated 12'x12' Shade CoolTopper		\$8,200.00
1	LSI - Curva Spinner		\$2,630.00
1	LSI - Chill Spinner		\$2,875.00
1	LSI - Custom Kids Cabin		\$17,625.00
1	Skyways - 16'x16' Single Post Cantilever Shade w/ Hip Roof - 14' Entrance Height w/ Rapid Release System		\$12,420.00
1	Skyways 20'x36' Two Post Cantilever Shade w/ 14' Entrance Height & Rapid Release System		\$24,500.00
		<b>TOTAL PRICE:</b>	<b>\$536,265.00</b>

QTY	INSTALLATION BREAKDOWN	UNIT PRICE	LINE TOTAL
1	Recreation Installations - Playground Equipment Install		\$130,000.00
1	Recreation Installations - Shade Units Installation		\$30,000.00
1	Recreation Installations - Provide & Install 8" of Compacted Aggregate Sub-Base Material		\$35,000.00
		<b>TOTAL PRICE:</b>	<b>\$195,000.00</b>

QTY	PIP SAFETY SURFACING BREAKDOWN	UNIT PRICE	LINE TOTAL
1	<p>Scope of Work: (Quoted as (1) mobilization)</p> <p>Provide &amp; install 6,244 SF of SpectraPour safety surfacing.</p> <p>1,612 SF @ 5.0" UNIFORM thickness, rated for a max. fall height of 12'-0"</p> <p>4,632 SF @ 3.5" UNIFORM thickness, rated for a max. fall height of 8'-0"</p> <p>Wear layer to be 100% color- colors to be determined &amp; selected from manufacturer's full range of available colors.</p> <p>Wear layer includes Aliphatic (UV-stable, non-yellowing) Resin.</p> <p>Wear layer includes graphics layout per Miquelon PIP Design, attached.</p> <p>ESTIMATED PROJECT DURATION: 10 ON-SITE WORKING DAYS TO COMPLETE THIS PROJECT</p>		\$175,000.00
		<b>TOTAL PRICE:</b>	<b>\$175,000.00</b>

QTY	INSTALLATION BREAKDOWN	UNIT PRICE	LINE TOTAL
2	Benches in Playground Area	\$2,500.00	\$5,000.00
		<b>TOTAL PRICE:</b>	<b>\$5,000.00</b>

## WARRANTY DETAILS

### **100 Years/Lifetime:**

- Steel & Aluminum Posts
- Stainless Steel Fasteners, Clamps, Beams & Caps

### **15 Years:**

- Playground Roofs
- Slides
- TenderTuff (Web Coated) Decks
- All Aluminum & Steel Components not listed above
- Panels
- Steel Railings

### **10 Years:**

- Concrete products
  - ie: The Climbing Boulders in this design

### **8 Years:**

- Aeronet Climbers & Climbing Cables

Sonntag Recreation & Landscape Structures take warranty/replacement parts very seriously and understand the need to get them ordered and installed as quickly as possible. Our main goal is that you will never need replacement parts!



## **Sonntag Recreation's Additional 5 Year Labor Warranty**

Sonntag Recreation will install any warranty item should there be a part that needs to be replaced under warranty during the city's first 5 years of ownership.

Sonntag Recreation carries many basic supplies on hand in their office and will also provide the city with a complementary tool box filled with many tools, nuts and bolts that are specific to the playground equipment we provide should the city's maintenance workers ever need them.



## City Council Staff Report

**Subject:** PC MARC Air Dome Replacement  
**Author:** Cole Johnston, Racquet Sports Division Manager  
Tate Shaw, Assistant Recreation Director  
**Department:** Recreation  
**Date:** April 9, 2026

### **Recommendation**

Staff recommends that City Council review and consider approving a purchase agreement in a form approved by the City Attorney's office with Broadwell Air Domes for the modification and installation of a new air dome covering three outdoor tennis courts at the Park City Municipal Athletic & Recreation Center (PC MARC). The agreement amount will not exceed \$117,326 and will improve the performance and energy efficiency of the current dome structure.

### **Background**

On March 1, 2024, the former air dome at the PC MARC collapsed, resulting in the structure's total loss. The loss was processed through an insurance claim and included all dome-related components, including the membrane skin, doors, lighting, cabling, and netting.

Following the loss, a replacement dome was installed. The replacement structure was designed with increased height and steeper wall angles compared to the original dome. While structurally sound, this design change significantly increased the facility's interior air volume.

The increased air volume has created operational challenges for the existing mechanical system, which has struggled to maintain adequate heating levels within the dome. In response, staff have implemented operational adjustments, including installing interior air-circulation fans and increasing burner output. These measures have helped maintain operating temperatures but have also placed additional strain on the mechanical system.

### **Analysis**

The manufacturer, Broadwell Air Domes, has offered a warranty-related discount (approximately 63%) to replace the existing structure and restore the dome to its original volume and wall-angle configuration. In addition, the manufacturer proposes upgrading the dome membrane to a triple-layer system, which would effectively double the structure's R-value and improve overall energy efficiency.

These modifications are expected to:

- Reduce the internal air volume to levels compatible with the existing mechanical system

- Improve insulation and heat retention through increased R-value
- Reduce heating demand and operational strain on the mechanical system
- Improve overall operating efficiency for the facility

### **Funding**

The project has the support of the CIP Committee and Executive Office, and final approval is sought from City Council. The Bubble Repair capital project budget (REC0431) was originally established for maintenance, repairs, and related improvements to the bubble and is proposed as the funding source for this deposit. The amount of \$19,615 remains in the project budget. Because the remaining budget is less than the amount needed for the deposit, the project will temporarily show a negative balance once the deposit is paid in FY26 assuming City Council is supportive. This balance will remain until Council approves FY26 budget adjustments through the FY27 budget approval process.

### **Conclusion**

Replacing the existing air dome at the PC MARC will address operational challenges stemming from the increased internal volume of the current structure and improve the facility's overall efficiency and performance. The proposed agreement with Broadwell Air Domes leverages a warranty-related discount to provide a cost-effective, timely solution.

Approval of the contract will allow staff to secure manufacturing and shipment timelines through the required FY26 deposit and ensure installation is completed in September 2026, minimizing disruption to programming and maintaining reliable indoor racquet sports operations at the PC MARC.

## City Council Staff Report

**Subject: Authorize an amendment to the WSP USA Inc. for On-Call Transit Design Professional Services to increase the not-to-exceed amount**

**Author: Julia Collins, Timothy Sanderson**

**Department: Transportation**

**Date: April, 9, 2026**

### Recommendation

Review and consider authorizing the City Manager to execute an amendment to the On Call Design Professional Services Agreement (DPSA), in a form approved by the City Attorney, with WSP USA Inc. (WSP) to increase the not-to-exceed amount by \$700,000 to support existing task orders and anticipated transit design services, for a new total not-to-exceed amount of \$1,050,000 over the remainder of the contract term and anticipated extensions.

The requested increase will primarily support grant-funded projects, including the SR-248 bus stop and pathway project, and completion of existing Council-priority transit and multimodal work. Of the \$700,000 increase, a significant portion is funded through external grants and project-specific funding sources in the already approved capital budget, reducing direct or proportional impact on the transportation fund.

### Executive Summary

On [May 2, 2024](#), City Council approved an on-call contract with WSP USA Inc. for transit design services in an amount not-to-exceed \$350,000 for a 3 year term plus two 1 year options for extension. At the time, the not-to-exceed amount was a preliminary estimate in anticipation of the expected transit design work. Since then, demand has increased beyond initial expectations. Transit and multimodal project delivery have increased significantly in both volume and pace, driven in part by successful grant awards and advancing Council priorities. As a result, the original not-to-exceed amount is no longer sufficient to deliver current work and time-sensitive grant-funded projects.

Importantly, a substantial portion of the requested \$700,000 increase (\$300,000) will be funded 100% by external sources, including a Utah Department of Transportation (UDOT) grant and a Summit County Third Quarter Sales Tax grant.

Since the start of this contract, the City has advanced several priority transit and multimodal projects requiring specialized design, engineering, and coordination support through task orders under the WSP on-call DPSA. This work has included mobility planning and design; bus turning radius evaluations; park-and-ride planning; transit signage and bus stop design; transit data collection and analysis; and trailhead improvements in Bonanza Flats to support the Purple Trails bus service extension.

The increase request reflects:

- Higher-than-anticipated project demand
- Acceleration of Council-priority projects
- New grant-funded projects that require timely design to maintain funding eligibility

The figure below shows contract task orders. Task orders are developed conservatively, and in many cases projects are delivered under budget, ensuring the City pays only for services needed. In many cases the project has come in under budget representing the value of these contracts only paying the consultant for what is needed.

Task #	Description: Transit Design Support	Status	Approved Estimate Amount	Billed To Date
Task 1	Onboard Origin-Destination Ridership Winter	ongoing	\$ 89,704.00	\$ -
Task 2	Transit Assistance - Program Management & On-Demand	ongoing	\$ 150,000.00	\$ 39,766.00
Task 3	Business District Bus Stop Planning	closed	\$ 65,975.00	\$ 65,528.00
Task 4	Park and Ride Study	closed	\$ 99,825.00	\$ 85,809.29
Task 5	Thaynes Trail Construction	closed	\$ 32,400.00	\$ 29,173.50
Task 6	Bloods Lake and Bonanza Flat Improvements	closed	\$ 83,425.00	\$ 38,713.50
Task 7	Montage & OTTC Improvements	ongoing	\$ 53,720.00	\$ 19,882.50
Task 8	PCT Bus Stop Signage Redesign	ongoing	\$ 44,500.00	\$ 7,417.25
Task 9	FTA Transit Assistance	ongoing	\$ 50,000.00	\$ 3,711.50
Task 10	Survey SR248-Monitor	closed	\$ 80,000.00	\$ 57,210.25
Task 11	Multimodal Path and Bus Stop Improvements along SR248	tbd	\$ 300,000.00	\$ -
<b>Total:</b>			<b>\$ 1,049,549.00</b>	<b>\$ 347,211.79</b>

Additional work is now required to complete existing task orders and to advance a Utah Department of Transportation (UDOT) grant for bus stops and pathway design on SR248 to meet grant requirements.

Staff requests an increase of \$700,000 to support the remainder of the contract term and anticipated extensions to:

- Complete existing active task orders
- Deliver final design and coordination on current transit and multimodal projects
- Initiate and complete design for the SR248 (Kearns Blvd between Homestake and Monitor) bus stops and pathway project, which is fully funded through external grants (UDOT and Summit County)
- Maintain continuity and efficiency in delivering high-priority transportation improvements
- Task orders are conservative estimates, staff will return to council if additional funding is needed in the future.

Because much of this work is grant-funded or tied to existing approved project budgets, the amendment allows the City to leverage outside funding and deliver projects without a proportional increase in Transportation Fund impact.

The increased total not-to-exceed amount reflects a clearer understanding of actual service needs under the on-call model. Initial estimates were intentionally conservative due to uncertainty in project timing, need, and funding; staff now have improved visibility into workload and delivery needs for the upcoming year.

### Analysis

WSP brings specialized expertise and experience from transit projects across the country, enhancing the quality and range of solutions available to Park City.

The on-call services includes analysis, design, and review of transit facilities, which will be needed for several likely upcoming capital projects. On-call contracts allow the

City to efficiently procure consultant support and leverage the consultant on an as-needed basis when needs are identified.

Amending the existing contract allows the city to maintain continuity of work and retain institutional knowledge built through ongoing projects, while also allowing the City to continue to use the on-call model efficiently. It also enables staff to issue task orders efficiently under an established framework and supports the timely delivery of grant-funded projects.

The City's agreement with WSP is structured as an on-call professional services contract, meaning:

- Work is performed on an as-needed basis;
- Individual projects are authorized through Task Orders, with a defined scope, schedule, and budget;
- Task Orders allow for timely delivery of smaller, discrete projects; no work is performed without explicit City authorization;
- The contract is non-exclusive, allowing the City to use other consultants as needed

### **Original Contract Assumptions**

At the time of original authorization:

- The City anticipated moderate, variable use of on-call services over a 3-year period, although two options for 1 year extensions were included to address future needs.
- The original funding approved by Council (\$350,000) were based on estimates and early-stage planning needs.
- The contract included flexibility to scale based on capital project advancement and grant opportunities.

### **Contract Summary**

The original contract not-to-exceed parameter was developed as a high-level estimate.

Actual usage shows:

- Higher than initially forecasted project demand
- Effective use of on-call services to advance priority projects and leverage external funding
- Original Contract Amount: \$350,000
- Total requested Increase: \$700,000
- Revised On-Call Contract Not-to-Exceed Total: \$1,050,000

This amendment will allow the City to address constraints in advancing current and planned transportation projects. Specifically:

- Active projects could continue with WSP expertise.
- The City would be able to meet timelines associated with the UDOT-funded SR248 project, and avoid jeopardizing external funding.
- The City could avoid increased costs due to project delays, redesign needs, or loss of coordination with development and construction schedules.
- The amendment would allow for increased flexibility to respond to Council project priorities with consultant services

- Multimodal Path and Bus Stop Improvements along SR248:
  - Task order 11, authorizes engineering design and utility coordination services for multimodal path and bus stop improvements along SR248 between Homestake and Monitor, excluding intersection areas. This is to expedite the construction of a time-sensitive grant from the Utah Department of Transportation for bus stops and pathway connections. The scope includes project management and the advancement of design from 30% through 100% for a multiuse path on the south side of SR248 and two bus stops, including cost estimating, utility conflict identification, landscape and irrigation design, easement documentation, and preparation of final construction documents and bid package, as well as coordination to obtain UDOT pre-encroachment permit approval. A separate utilities scope provides subsurface utility engineering (SUE), including test holes and mapping, and coordination with utility providers to document and compile relocation plans. The total task order fee is estimated to be \$300,000 to get the grant completed to construction and bid, with the current estimate at \$98,715 allocated to design and \$86,113 to utilities. Park City Municipal will provide the shelter foundation design, typical bus stop layout, and pathway structural section.
  - The total funding for this grant is: \$700,000 from 3<sup>rd</sup> quarter Summit County Sales Tax grant and \$1,800,000 from the Utah Department of Transportation. The entire task order (\$300,000) will be covered by grants.

Without the increase in the total contract amount, the City's ability to deliver quickly on adopted transportation priorities, existing task orders, and efficiently leverage grant funding may be impacted.

Staff will continue to monitor contract usage and return to Council if additional adjustments are needed.

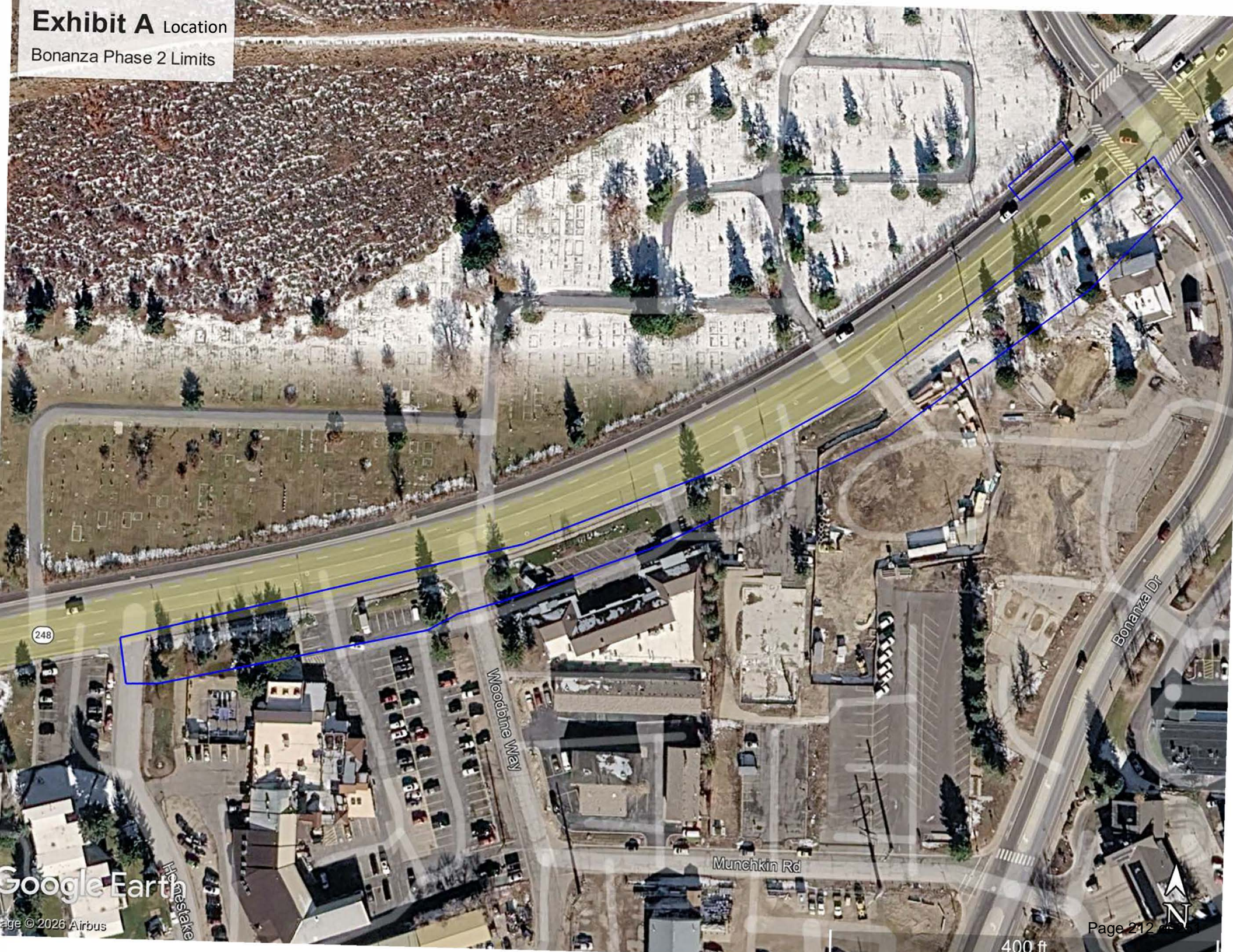
### **Funding**

Funding for this contract comes from a mix of transportation sources, including City transportation dollars, 3<sup>rd</sup>-quarter TST funding, and a Utah Department of Transportation grant.

### **Exhibits**

Exhibit A: Task 11 project location for the pathway and 2 bus stops.

**Exhibit A** Location  
Bonanza Phase 2 Limits





## City Council Staff Report

**Subject:** Quit Claim of Right-of-Way Parcel SA-224-G-11-X  
**Author:** John Robertson, City Engineer  
**Department:** Engineering  
**Date:** April 9, 2026

### Recommendation

Consider conveying Parcel SA-224-G-11-X (147B) to the Utah Department of Transportation (UDOT) by quit claim deed without compensation, based on UDOT's valuation of the parcel.

### Executive Summary

High Valley Transit, as part of the bus rapid transit project and in coordination with UDOT, reviewed impacted properties along the SR 224 corridor. Several remnant parcels were identified during this process, and UDOT has requested right-of-way cleanup to align ownership with the parcels' current and intended use.

Given its origin, size, and function, 147B represents a residual right-of-way fragment rather than a strategic City asset. Conveying the parcel would clarify title, align ownership with current use, and eliminate unnecessary City ownership of a non-functional remnant parcel.

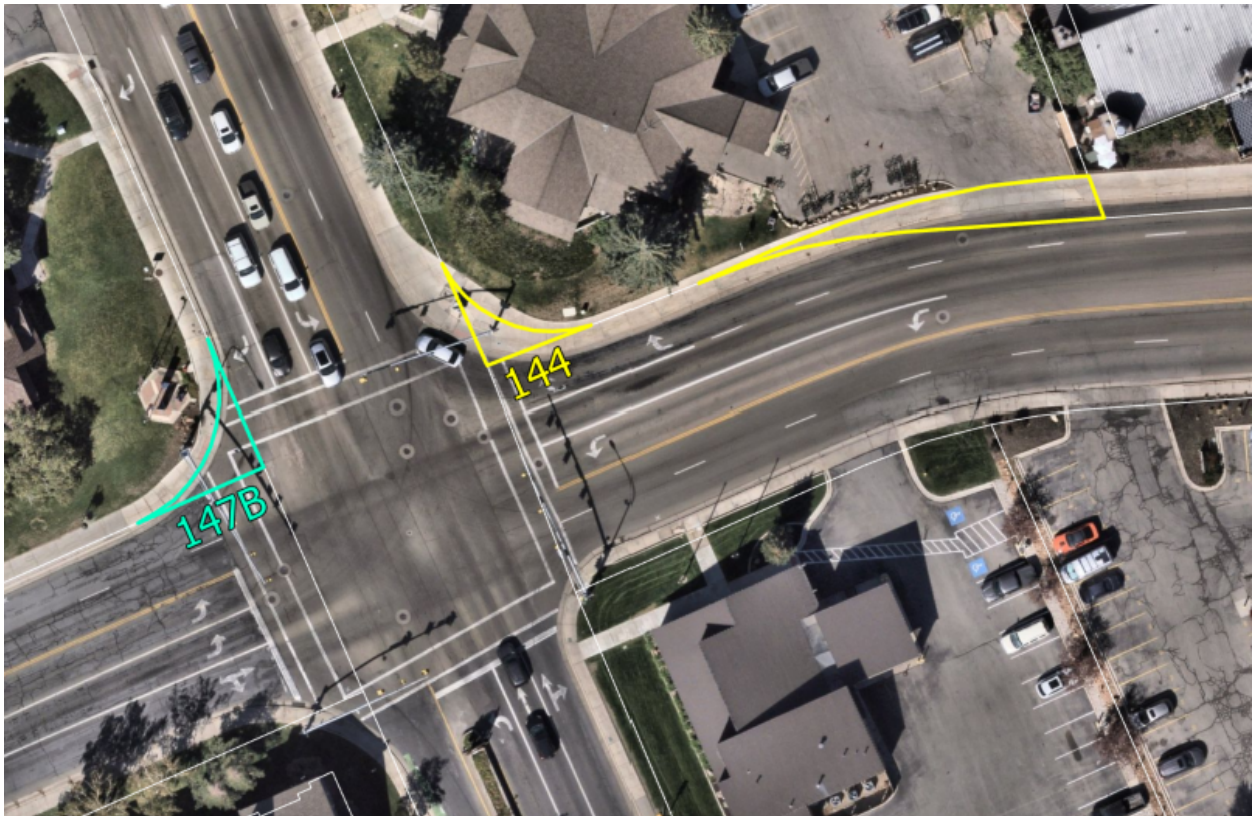
Parcel 147B, located at the northwest corner of the Park Avenue and Deer Valley Drive intersection, is a small (approximately 434 square feet), irregularly shaped remnant parcel currently owned by Park City Municipal Corporation (PCMC). The parcel originated as an excluded portion of a larger 1972 conveyance from United Park City Mines to Greater Park City Company and was later quitclaimed to PCMC in 1982 for nominal consideration as part of an administrative effort to consolidate property interests associated with roadway improvements.

UDOT is not offering payment to the City for this parcel, as they consider it to have no independent development potential and to serve only as part of the existing transportation corridor they maintain. A similarly situated parcel PAL-1-A-X (144) at the same intersection was previously quitclaimed by PCMC to UDOT, reflecting a consistent approach to aligning ownership with roadway use.

### Analysis

#### **Parcel 147B (Northwest Corner – Park Avenue / Deer Valley Drive) Exhibit A**

Parcel 147B is a small remnant parcel located at the northwest corner of the Park Avenue and Deer Valley Drive intersection. The parcel originated from a larger tract owned by United Park City Mines Company.



In 1972, United Park City Mines conveyed a substantial portion of its holdings to Greater Park City Company by Special Warranty Deed; however, the conveyance explicitly excluded a small portion of land at the subject location. This excluded remnant remained outside the parent parcel transfer.

In 1982, Greater Park City Corporation executed a Quitclaim Deed conveying the previously excluded parcel to Park City Municipal Corporation (PCMC). The parcel contains approximately 434 square feet and is irregular in shape, situated within or immediately adjacent to the existing roadway right-of-way.

The historical record indicates that Parcel 147B was acquired by PCMC as part of an administrative effort to consolidate fragmented property interests associated with roadway alignment and intersection improvements, rather than as a discrete, developable asset.

**Parcel 144 (Northeast Corner – Park Avenue / Deer Valley Drive)**

Parcel 144, located at the northeast corner of the same intersection, followed a similar administrative acquisition pattern. The parcel was acquired by PCMC through a quitclaim deed from a private party (Breckenridge) and was subsequently quitclaimed by PCMC to UDOT.

The conveyance to UDOT was expressly for highway construction, maintenance, and operational purposes.

Both Parcel 147B and Parcel 144 originated as minor remnant parcels associated with roadway geometry and right-of-way needs. Parcel 144 has already been conveyed to UDOT, while Parcel 147B remains under PCMC ownership despite serving a similar functional role within the transportation corridor. The acquisition history of Parcel 147B supports consideration of conveyance without compensation to align ownership with its current and intended use.

**Exhibits**

A *Draft Quit Claim Deed SA-224-G-H-11\_X (Park City to UDOT)*

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed (City)

Summit County

Tax ID No.	SA-224-G-11-X
PIN No.	20258
Project No.	S-ST99(839)
Parcel No.	ST99:147B:T

Park City Municipal Corporation, Grantor, a municipal corporation organized and existing under the laws of the State of Utah, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, all right, title, and interest in and to the following described tract of land in Summit County, State of Utah, to-wit:

An entire tract of land in fee for the widening of the existing State Route 224 known as Project No. S-ST99(839), situate in the SW1/4 SW1/4 of Section 9, T.2S., R.4E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point on the Westerly right-of-way line of State Highway 224 (Park Avenue), said point being South 1652.55 feet and East 1203.30 feet from the West quarter corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 24° 00' West along said Park Avenue right-of-way line 45.00 feet to a point of cusp on a curve to the right, the radius point of which bears South 66° 00' West 45.00 feet; thence Southerly along the arc of said curve 70.69 feet through a central angle of 90° 00' 00" to the Northerly right-of-way line of Empire Avenue; thence North 66° 00' East along said Northerly right-of-way line 45.00 feet to the point of beginning.

Continued on Page 2  
CITY RW-05CY (11-01-03)

Tax ID No.	SA-224-G-11-X
PIN No.	20258
Project No.	S-ST99(839)
Parcel No.	ST99:147B:T

The above described parcel of land contains 435 square feet or 0.010 acres in area, of which 435 square feet or 0.010 acres in area is now occupied by the existing State Route 224 right of way. Balance is 0 square feet or 0.000 acre in area.

(Note: All bearings in the above description equal project bearings.)

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

Park City Municipal Corporation

\_\_\_\_\_  
Mayor or Designee Signature

\_\_\_\_\_  
Print Name and Title

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared, \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of the Park City Municipal Corporation, a municipal corporation and political subdivision of the State of Utah, Office of Mayor, and that the foregoing instrument was signed on behalf of the Park City Municipal Corporation, a municipal corporation and political subdivision of the State of Utah, by authority of law.

\_\_\_\_\_  
Notary Public

## City Council Staff Report



**Subject: Resolution 05-2026 – Recognizing and Honoring the 2026 Olympic and Paralympic Athletes**  
**Athletes**  
**Author: Clayton Scrivner, Communications Director**  
**Department: Communications and Community Engagement**  
**Date: 4/9/2026**

### Recommendation

Consider adopting Resolution 05-2026 Recognizing and Honoring the 2026 Olympic and Paralympic Athletes affiliated with Park City for their achievements and representation of the community on the world stage. This action formally acknowledges the role these athletes play in advancing Park City’s legacy in winter sport and community identity.

### Executive Summary

Park City has long been a leader in winter sport, supported by strong community investment in youth development and recreation. In 2026, 56 athletes connected to Park City competed in the Milano Cortina Winter Olympics and Paralympics, representing nine countries and reflecting the strength of the local sport ecosystem. Many of these athletes are supported through programs of the Youth Sports Alliance (YSA), which plays a key role in developing local talent and expanding access to sport.

The annual YSA Parade provides a community-wide opportunity to celebrate these athletes and their accomplishments. This resolution recognizes their achievements, honors the broader support system behind them, and reinforces Park City’s identity as a premier winter sports community as it looks ahead to the 2034 Winter Games.

This action formalizes the Mayor’s remarks given on April 2 at the parade.

### Analysis

This resolution is ceremonial in nature and aligns with Park City’s longstanding commitment to celebrating athletic excellence and community achievement.

### Funding

There is no direct fiscal impact associated with this resolution.

### Exhibits

- A Resolution 05-2026 Recognizing and Honoring the 2026 Olympic and Paralympic Athletes

Resolution No. 05-2026

**RESOLUTION OF THE PARK CITY COUNCIL RECOGNIZING AND HONORING THE  
2026 OLYMPIC AND PARALYMPIC ATHLETES FOR THEIR ACHIEVEMENTS AND  
REPRESENTATION OF PARK CITY**

**WHEREAS**, Park City has a longstanding tradition of excellence in winter sports, supported by a strong community commitment to youth development, recreation, and outdoor opportunity; and

**WHEREAS**, the Youth Sports Alliance (YSA) plays a vital role in fostering athletic achievement, character development, and access to sport for local youth; and

**WHEREAS**, 56 Park City Nation athletes representing nine countries competed at the 2026 Milano Cortina Winter Olympics and Paralympics, a remarkable reflection of what this mountain community contributes to winter sport at the highest level; and

**WHEREAS**, the annual YSA Parade provides an opportunity for the community to come together in celebration of these athletes and their accomplishments; and

**WHEREAS**, the returning athletes of 2026 exemplify the spirit of Park City through their commitment to excellence, resilience in competition, and role as ambassadors of this community on the world stage;

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Council of Park City hereby recognize and honor the 2026 returning Olympic and Paralympic athletes for their outstanding achievements and contributions to the legacy of sport in Park City; and

**BE IT FURTHER RESOLVED** that the City expresses its gratitude to the coaches, families, volunteers, and organizations whose support makes these accomplishments possible; and

**BE IT FURTHER RESOLVED** that Park City proudly celebrates these athletes and looks forward to their continued success as the community builds toward welcoming the world for the 2034 Winter Games.

**PASSED AND ADOPTED** by the Park City Council this 9<sup>th</sup> day of April, 2026.

PARK CITY MUNICIPAL CORPORATION

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Mayor Ryan Dickey

ATTEST:

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Michelle Kellogg, City Recorder

APPROVED TO FORM:

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City Attorney's Office



## City Council Staff Report

**Subject:** Proposed Changes to Chapter 11-16 Flood Damage  
**Author:** John Robertson P.E., City Engineer  
**Department:** Engineering  
**Date:** April 9, 2026

### Recommendation

Review, hold a public hearing, and consider approving Ordinance 2026-04 updating Park City Municipal Code Chapter 11-16 – Flood Damage.

Approval of Ordinance 2026-04 will update the municipal code to meet current requirements from the Federal Emergency Management Agency (FEMA) for the National Flood Insurance Program (NFIP). Maintaining compliance ensures federally backed flood insurance remains available and affordable for property owners, renters, and businesses in high-risk flood areas.

### Executive Summary

Chapter 11-16, titled Flood Damage, was incorporated into the Park City Code to ensure compliance with Title 44, Chapter 1 of the Code of Federal Regulations and, as a result, to qualify for participation in the NFIP. Over recent years, FEMA has made substantial updates to the NFIP. To stay compliant and keep eligibility for federal insurance coverage, the City must update this municipal code chapter to reflect these changes. Per current code, the Floodplain Administrator for the City is the appointed City Engineer.

The proposed code amendments were presented to the Planning Commission at the September 24, 2025, commission meeting and were unanimously recommended for approval.

### Analysis

Chapter 11-16 applies to properties located in flood hazard areas, defined as areas within the floodplain that have a one percent or greater chance of flooding in any given year (also known as the 100-year flood). The proposed code amendment:

- Adds four new sections:
  - 11-16-13 Stop Work Order
  - 11-16-14 Penalties for Noncompliance
  - 11-16-17 Requirements to Submit New Technical Data
  - 11-16-21 Substantial Improvement and Substantial Damage
- Updates eight existing sections to clarify requirements, add definitions, and ensure compliance with federal standards:
  - 11-16-15 Designation of Floodplain Administrator
  - 11-16-16 Duties and Responsibilities of the Floodplain Administrator
  - 11-16-18 Permit Procedures
  - 11-16-19 Appeals and Variance Procedures

- 11-16-22 Specific Standards
- 11-16-24 Standards for Areas of Shallow Flooding (AO/AH Zones)
- 11-16-25 Floodways
- 11-16-26 Definitions

Exhibit A identifies specific additions, deletions, and clarifications necessary to maintain compliance with NFIP requirements. Several key updates are summarized below:

#### Freeboard

The amendment adds a definition of freeboard, the additional height above the Base Flood Elevation required to provide a safety margin against flooding. The current code requires structures to be elevated one foot above the Base Flood Elevation. The amendment increases this requirement to two feet, reducing the risk of flood damage and improving long-term structural protection.

#### Penalties for Noncompliance

This new section clarifies that construction or land alteration must comply with floodplain regulations and other applicable laws. Violations may result in enforcement action and penalties under local, state, or federal regulations.

#### Requirements to Submit New Technical Data

Property owners or developers who modify floodplain conditions must submit updated technical data to FEMA through a Letter of Map Revision (LOMR). This ensures FEMA flood maps remain accurate and reflect completed project conditions.

Applicants are responsible for preparing technical studies, submitting required applications, and paying associated fees. The Floodplain Administrator will confirm compliance before acknowledging map revisions.

#### Substantial Improvement and Substantial Damage

Under NFIP requirements, structures that are substantially damaged or improved must be brought into compliance with current flood protection standards.

Substantial damage or improvement occurs when repair or improvement costs equal or exceed 50 percent of the structure's market value. When this threshold is met, the structure must be upgraded to meet current flood-resistant construction requirements, such as elevating the lowest floor above the Base Flood Elevation.

#### Best Available Data

When detailed flood-elevation data is unavailable, the City must use the best available technical information to determine flood risk and appropriate building requirements. This ensures new construction and improvements are reasonably protected from flooding, even in areas where detailed FEMA mapping is limited.

#### **Exhibits**

- A Chapter 11-16 Flood Damage highlighted changes
- B Examples of Flood Insurance Rate Maps within Park City
- C Draft Ordinance No 2026-04 Code Amendment 11-16 Flood Damage

## 11-16 Flood Damage

### 11-16-1 Statutory Authorization

### 11-16-2 Findings of Fact

### 11-16-3 Statement of Purpose

### 11-16-4 Methods of Reducing Flood Losses

### 11-16-5 Lands to Which This Chapter Applies

### 11-16-6 Basis for Establishing the Areas of Special Flood Hazard

### 11-16-7 Establishment of Development Permit

### 11-16-8 Compliance

### 11-16-9 Abrogation and Greater Restrictions

### 11-16-10 Interpretation

### 11-16-11 Warning and Disclaimer of Liability

### 11-16-12 Severability

### 11-16-13 Stop Work Order

### 11-16-14 Penalties for Noncompliance

### 11-16-15 Designation of the Floodplain Administrator

### 11-16-16 Duties and Responsibilities of the Floodplain Administrator

### 11-16-17 Requirements to Submit New Technical Data

### 11-16-18 Permit Procedures

### 11-16-19 Appeal and Variance Procedures

### 11-16-20 General Standards

### 11-16-21 Substantial Improvement and Substantial Damage Determination

### 11-16-22 Specific Standards

### 11-16-23 Standards for Subdivision Proposals

### 11-16-24 Standards for Areas of Shallow Flooding (AO/AH Zones)

### 11-16-25 Floodways

### 11-16-26 Definitions

## **11-16-1 Statutory Authorization**

~~Consistent with Utah Code Ann. § 10-3-701, local governments adopt ordinances designed to promote the public health, safety and general welfare of its citizenry.~~ [The National Flood Insurance Program \(NFIP\), regulated by Title 44, Chapter I, of the Code of Federal Regulations \(C.F.R.\), is a federal program managed by the Federal Emergency Management Agency \(FEMA\) that provides primary flood insurance in exchange for communities adopting floodplain management standards to reduce future flood risk. Under the National Flood Insurance Act of 1968, communities must adopt and implement local floodplain management regulations that contribute to protecting lives and reducing the risk of New Construction and Substantial Improvements from future flooding to participate in the NFIP. Additionally, Utah Code § 10-9a-505 allows municipalities to enact ordinances regulating land use and development in floodplains in order to protect life and prevent the loss of and damage to real property.](#)

### **11-16-2 Findings of Fact**

~~1.A.~~ 1.A. The flood hazard areas of Park City are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety, and general welfare.

~~2~~.B. These flood losses are created by the cumulative effect of obstructions in floodplains, which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately flood-proofed, elevated, or otherwise protected from flood damage.

#### 11-16-3 Statement of Purpose

It is the purpose of this Chapter to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

~~1~~.A. To protect human life and health;

~~2~~.B. To minimize expenditure of public money for costly flood control projects;

~~3~~.C. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

~~4~~.D. To minimize prolonged business interruptions;

~~5~~.E. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in areas of special flood hazard;

~~6~~.F. To help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future flood blight areas;

~~7~~.G. To ~~insure~~ensure that potential buyers are notified that property is in an area of special flood hazard; and

~~8~~.H. To ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

#### 11-16-4 Methods of Reducing Flood Losses

In order to accomplish its purpose, this Chapter uses the following methods:

~~1~~.A. Restrict or prohibit uses which are dangerous to health, safety, or property in times of flood or cause excessive increases in flood heights or velocities;

~~2~~.B. Require that uses vulnerable to floods, including facilities, ~~which that~~ serve such uses, be protected against flood damage at the time of initial construction;

~~3~~.C. Control the alteration of natural flood plains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;

D. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained;

~~4~~.E. Control filling, grading, dredging, and other development which may increase flood damage; and

~~5~~.F. Prevent or regulate the construction of flood barriers ~~which that~~ will unnaturally divert flood waters or ~~which that~~ may increase flood hazards in other areas.

#### 11-16-5 Lands to Which This Chapter Applies

This Chapter shall apply to all areas of special flood hazard identified by FEMA as well as areas of documented flood risk supported using Best Available Data within the jurisdiction of Park City, Utah.

#### 11-16-6 Basis for Establishing the Areas of Special Flood Hazard

A. The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, “The Flood Insurance Study for Summit County, Utah”, dated March 23, 2021, with accompanying Flood Insurance Rate Maps ([FIRM](#)) and Flood Boundary Maps (~~FIRM and~~ FBFM). Park City automatically adopts any revisions thereto to include any updated and effective FEMA Flood Insurance Study, Flood Insurance Rate Maps, and are hereby adopted by reference and declared to be a part of this Chapter.

B. [Park City has elected to adopt Best Available Data to regulate floodplain development in addition to utilizing the effective FIRMs, FIS, and FBFM. Where Best Available Data contradicts the FIRMs, FIS, or the FBFM, the more restrictive data shall be utilized.](#)

#### 11-16-7 Establishment of Development Permit

A floodplain development [permit](#), preliminary plat approval, site plan approval, or a building permit, shall be required to ensure conformance with the provisions of this Chapter.

#### 11-16-8 Compliance

No structure or land within City limits shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Chapter and other applicable regulations.

#### 11-16-9 Abrogation and Greater Restrictions

This Chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Chapter and other Titles or Chapters of this Code, another ordinance, easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

#### 11-16-10 Interpretation

In the interpretation and application of this Chapter, all provisions shall be:

~~1.~~A. Considered as minimum requirement;

~~2.~~B. Liberally construed in favor of the governing body; and

~~3.~~C. Deemed neither to limit nor repeal any other powers granted under State statutes.

#### 11-16-11 Warning and Disclaimer of Liability

The degree of flood protection required by this Chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Chapter shall not create liability on the part of Park City, or any officer or employee thereof for any flood damages that result from ~~the~~ reliance on this Chapter or any administrative decision lawfully made thereunder.

#### 11-16-12 Severability

If any section, provision, or portion of this Chapter is ~~adjudged~~ [judged](#) unconstitutional or invalid by a court, the remainder of the Chapter shall not be affected.

#### 11-16-13 Stop Work Order

[Violations of this ordinance shall result in a Stop Work Order pursuant to Section 11-2-4.](#)

### **11-16-14 Penalties for Noncompliance**

[No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this Chapter and other applicable regulations. Violation of the provisions of this Chapter by failure to comply with any of its requirements \(including violations of conditions and safeguards established in connection with conditions\) shall incur penalties in accordance with this Code, State law, and Federal laws and regulations.](#)

### **11-16-~~13~~15 Designation of the Floodplain Administrator**

The ~~Park City~~, City Engineer [of Park City Municipal Corporation](#) is hereby appointed the Floodplain Administrator to administer and implement the provisions of this Chapter and other appropriate sections of ~~44 CFR~~[Title 44 of the Code of Federal Regulations](#) (National Flood Insurance Program Regulations) pertaining to floodplain management.

### **11-16-~~14~~16 Duties and Responsibilities of the Floodplain Administrator**

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- ~~1.A.~~ [Maintain and hold open for public inspection records pertaining to the provisions of this Chapter.](#)
- ~~2.B.~~ [Review permit applications to determine whether the proposed building site, including the placement of manufactured homes, \[New Construction, Substantial Improvements, or other development\]\(#\), will be reasonably safe from flooding.](#)
- ~~3.C.~~ [Review, approve or deny all applications for development permits required by adoption of this Chapter. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State, and local government agencies \(including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. \[§ 1334\]\(#\)\) from which prior approval is required.](#)
- ~~4.D.~~ [Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards \(for example, where there appears to be a conflict between a mapped boundary and actual field conditions\) the Floodplain Administrator shall make the necessary interpretation.](#)
- ~~5.E.~~ [Notify, i](#)~~n~~ riverine situations, [notify](#) adjacent communities and the State Coordinating Agency, which is the State of Utah Department of Public Safety Emergency Management Division, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency, [and any other required jurisdictional agencies](#).
- ~~6.~~ ~~Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.~~
- ~~7.F.~~ [When ~~base flood elevation~~\[Base Flood Elevation\]\(#\) data has not been provided in accordance with Section 11-16-~~56~~, the Floodplain Administrator shall obtain, review and reasonably utilize any ~~base flood elevation~~\[Base Flood Elevation\]\(#\) data and floodway data available from a Federal, State or other ~~source~~\[sources\]\(#\), in order to administer the provisions of Section 11-16-~~17~~\[20\]\(#\), General Standards.](#)

~~8.G.~~ When a regulatory floodway has not been designated, the Floodplain Administrator must require that no ~~new construction, substantial improvements~~ New Construction, Substantial Improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the ~~water surface elevation of the base flood~~ Base Flood Elevation more than one foot plus two feet of Freeboard at any point within the community.

~~9.H.~~ Under the provisions of 44 ~~CFR~~ C.F.R. Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the ~~community~~ applicant first applies for and receives approval of a conditional FIRM revision through FEMA (Conditional Letter of Map Revision (CLOMR)).

~~I.~~ In addition to utilizing the effective FIRMs, FIS, Flood Boundary and Floodway Map, all permit reviews will utilize Best Available Data.

#### **11-16-17 Requirement to Submit New Technical Data**

~~A.~~ The property owner or developer shall notify FEMA by submission of a Letter of Map Revision (LOMR) within six months of project completion when an applicant has obtained a CLOMR from FEMA or when development altered a watercourse, modified floodplain boundaries, or modified Base Flood Elevation.

~~B.~~ The property owner or developer shall be responsible for preparing technical data to support the CLOMR or LOMR application and paying any processing or application fees to FEMA. The property owner or developer is responsible for submitting the CLOMR and LOMR to FEMA and shall provide all necessary data to FEMA if requested during the review process to ensure the CLOMR or LOMR is issued.

~~C.~~ The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this Chapter and all applicable state, federal, and local laws.

#### **11-16-1518 Permit Procedures**

~~1.~~ Applications for a development permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may must include, but are not be limited to, the following, if relevant: a certificate from a registered professional engineer verifying the floodproofed structure meets the floodproofing criteria in Section 11-16-22, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures and improvements, (including the placement of manufactured homes, ), proposed landscape alterations, and the location of the foregoing in relation to areas of special flood hazard. The applicant must also provide the base flood elevation, as determined by a registered professional engineer for both before and after their proposed development. Additionally, At the following information is required:

~~1.~~ Elevation (in relation to mean sea level) of City's discretion, the lowest floor (including basement) of all new and substantially improved structures;

- 2.—Elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed;
- 3.—A certificate from City may charge a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of Section 11-16-18(2);
- 4.A. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result fee for issuance of proposed floodplain development; permits per the City's approved fee schedule.
- B. Maintain Copies of all floodplain development permits and the associated documents shall become the property of Park City and a permanent record.
- 5.C. The Floodplain Administrator shall maintain a record of all such information in accordance with Section 11-16-~~14~~16(A).
- 2.D. Approval or denial of a development permit by the Floodplain Administrator ~~shall be is~~ based on all of the provisions of this Chapter ~~and~~ including, but not limited to, the following relevant factors:
1. The danger to life and property due to flooding or erosion damage;
  2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  3. The danger that materials may be swept onto other lands to the injury of others;
  4. The compatibility of the proposed use with existing and anticipated development;
  5. The safety of access to the property in times of flood for ordinary and emergency vehicles;
  6. The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets ~~and~~, bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
  7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
  8. The necessity to the facility of a waterfront location, where applicable;
  9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
  10. The relationship of the proposed use to the comprehensive plan for that area.

#### **11-16-1619 Appeal and Variance Procedures**

- 1.—~~The Board of Appeals as established by the Land Management Code shall hear and render judgement on requests for variances from the requirements of this Chapter.~~
- ~~The Board of Appeals shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made in the enforcement or administration of this Chapter.~~
- ~~Any person or persons aggrieved by the decision of the Board of Appeals City Council may appeal such decision in the courts of competent jurisdiction within thirty (30) days.~~

~~—The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.~~

A. Any person or entity may appeal a final decision of the City administering or interpreting the contents of this Chapter as applied to a Parcel or Property that the person or entity owns, leases, or in which they hold some other beneficial interest by filing an appeal with the City Recorder for a hearing following the procedures outlined in Utah Code § 10-9a-703(2) or before a Land Use Hearing Officer following the procedures for appeals to a Land Use Hearing Officer outlined in Section 15-1-18 of this Code.

~~—Any person or entity desiring a waiver or modification of the requirements of this Chapter as applied to a Parcel or Property that a person or entity owns, leases, or in which they hold some other beneficial interest may apply to the Board of Adjustment for a variance from the terms of this Chapter following the process outlined in Section 15-10-8 of this Code.~~

B. In reviewing variance requests under this Chapter, the Board of Adjustment will substitute the words “Title 11, Chapter 16” for “Land Management Code” in Section 15-10-8 of this Code. In addition to the conditions found in Section 15-10-8(C), the Board of Adjustment will consider the following when deciding variance requests:

1. Federal regulations regarding variances and exceptions set forth in 44 C.F.R. § 60.6, or a successor provision.

2. The factors specified in Section 11-16-18(D)(1)–(10).

~~2.C. Notwithstanding the other requirements of this Section, variances may be issued by the Floodplain Administrator for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure. for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this Chapter.~~

~~3. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section 11-16-15 (2A - J) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.~~

~~4. Upon consideration of the factors noted above and the intent of this Chapter, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this Chapter (Section 11-16-3 Statement of Purpose):~~

~~5. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.~~

~~6. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.~~

~~7. Prerequisites for granting variances:~~

1. ~~Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.~~
2. ~~Variances shall only be issued upon:~~
  1. ~~showing a good and sufficient cause;~~
  2. ~~a determination that failure to grant the variance would result in exceptional hardship to the applicant; and~~
  3. ~~a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.~~
- 3.D. ~~Any applicant~~ Any person or entity to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the ~~base flood elevation;~~ Base Flood Elevation and that the cost of flood insurance ~~will~~ may be ~~commensurate with~~ greater because of the increased risk resulting from the reduced lowest floor elevation.

8. ~~Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:~~
  1. ~~the criteria outlined in Section 11-16-16 (1)-(9) are met; and~~
  2. ~~the structure or other development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety;~~

- E. The Floodplain Administrator may request that technical aspects of any appeal or variance request be decided by a technical panel of qualified experts. Determining what constitutes technical aspects will be determined by the Floodplain Administrator.
  1. The panel will consist of, unless otherwise agreed to by the applicant and City:
    - a. one expert designated by the City;
    - b. one expert designated by the land use applicant; and
    - c. one expert chosen jointly by the City's designated expert and the land use applicant's designated expert.
  2. No member of the panel may be associated with the application that is the subject of the appeal.
  3. The land use applicant shall pay:
    - a. ½ half of the cost of the panel; and
    - b. any fees per the City's approved fee schedule.
  4. Upon consideration of the requirements and the intent of this Chapter, the technical panel may attach conditions to the granting of variances deemed necessary to further the purpose and objectives of this Chapter.

### **11-16-1720 General Standards**

In all areas of special flood hazards, the following provisions are required for all ~~new construction and substantial improvements~~ New Construction and Substantial Improvements:

- ~~1~~.A. Shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- ~~2~~.B. Shall be constructed by methods and practices that minimize flood damage;
- ~~3~~.C. Shall be constructed with materials resistant to flood damage;
- ~~4~~.D. Shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- ~~5~~.E. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- ~~6~~.F. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and;
- ~~7~~.G. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

#### **11-16-21 Substantial Improvement and Substantial Damage Determination**

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, and any other improvement of or work on such buildings and structures that have experienced flood damage, the Floodplain Administrator, in coordination with the applicable city staff, shall:

- A. Use assessed value or allow the applicant to obtain an appraisal prepared by a qualified independent appraiser of the building or structure (not of land and building) before the Start of Construction of the proposed work. In the case of repair, the assessed or appraised value of the building or structure shall be the assessed value before the damage occurred and before any repairs are made.
- B. Compare the cost to perform the improvement, or the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the assessed or appraised value of the building or structure.
- C. Determine and document whether the proposed work constitutes Substantial Improvement or repair of Substantial Damage.
- D. The Substantial Improvement regulations apply to all of the work that is proposed as the improvement, even if multiple permits are issued. Therefore, the determination of the cost of the improvement should consider all costs of all phases of the work before issuance of the first permit.
- E. Notify the applicant that if it is determined that the work constitutes a Substantial Improvement or repair of Substantial Damage, and that compliance with this Chapter is required.

#### **11-16-~~18~~22 Specific Standards**

In all areas of special flood hazards where ~~base flood elevation~~ [Base Flood Elevation](#) data has been provided as set forth in ~~(i) Section 11-16-6, (ii) Section 11-16-14(G), or (iii) Section 11-16-18(C),~~ the following provisions are required:

~~1.A.~~ [1.A.](#) Residential Construction ~~--new.~~ [New](#) construction and ~~substantial improvement~~ [Substantial Improvement](#) of any residential structure shall have the lowest floor (including basement) elevated to or above the ~~base flood elevation.~~ [Base Flood Elevation plus a minimum of two feet of Freeboard](#). A registered professional engineer, architect, or land surveyor shall submit a ~~certification statement~~ [confirming](#) that the ~~standard of this subsection as proposed in Section 11-16-15(1A), is satisfied~~ [project meets the above elevation requirements](#).

~~2.B.~~ [2.B.](#) Nonresidential Construction ~~--new.~~ [New](#) construction and ~~substantial improvements~~ [Substantial Improvements](#) of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the ~~base flood level~~ [Base Flood Elevation plus a minimum of two feet of Freeboard](#) or, together with attendant utility and sanitary facilities, be designed so that below the ~~base flood level~~ [Base Flood Elevation](#) the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

~~3.C.~~ [3.C.](#) Enclosures ~~--new.~~ [New](#) construction and ~~substantial improvements,~~ [Substantial Improvements](#) with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
2. The bottom of all openings shall be no higher than one foot above grade.
3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

[D.](#) [Crawlspace. New Construction and Substantial Improvements built on a crawlspace or sub-grade \(below grade\) crawlspace may be permitted if the development is designed and meets or exceeds the standards found in FEMA's National Flood Insurance Program \(NFIP\) Technical Bulletins 1, 2, and 11, which include but are not limited to the following:](#)

- [1.](#) [The structure must be affixed to a permanent foundation, designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Because of hydrodynamic loads, crawlspace construction is not allowed](#)

in areas with flood velocities greater than five feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer.

2. The crawlspace is an enclosed area below the Base Flood Elevation and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than one foot above the LAG.
3. The crawlspace enclosure must have proper openings that allow equalization of hydrostatic pressure by allowing automatic entry and exit of floodwaters. To achieve this, a minimum of one square inch of flood opening is required per one square foot of the enclosed area subject to flooding.
4. Portions of the building below the Base Flood Elevation must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, piers, or other materials that extend below the Base Flood Elevation. Ductwork, in particular, must either be placed above the Base Flood Elevation or sealed from floodwaters.
5. Any building utility systems within the crawlspace must be elevated above the Base Flood Elevation or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions.
6. The interior grade of a crawlspace below the Base Flood Elevation must not be more than 2 feet below the LAG.
7. The height of the below-grade crawlspace, measured from the lowest interior grade of the crawlspace floor to the bottom of the floor joist of the next higher floor cannot exceed four feet at any point.
8. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event.
9. Buildings with below-grade crawlspaces will have higher flood insurance premiums than buildings that have the preferred crawlspace construction, with the interior elevation at or above the LAG.

**4.E. ~~Manufactured Homes~~—**

1. ~~Require that all~~All manufactured homes ~~to be~~ placed within Zone A on a ~~community's~~the City's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
2. ~~Require that manufactured~~Manufactured homes ~~that are~~ placed or substantially improved within Zones A1-30, AH, and AE on the ~~community's~~City's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on

which a manufactured home has incurred "~~substantial damage~~Substantial Damage" as a result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the ~~base flood elevation~~Base Flood Elevation and must be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

3. ~~Require that manufactured~~Manufactured homes ~~be~~ placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the ~~community's FIRM that are not subject to the provisions of paragraph (4) of this section~~City's FIRM must be elevated so that either:

- 1.a. the lowest floor of the manufactured home is at or above the ~~base flood elevation~~Base Flood Elevation, or

- 2.b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- 5.F. Recreational Vehicles - ~~Require that recreational~~Recreational vehicles placed on sites within Zones A1-30, AH, and AE on the ~~community's~~City's FIRM must either:

1. be on the site for fewer than 180 consecutive days,
  2. be fully licensed and ready for highway use, or

3. meet the permit requirements of Section 11-16-~~15~~18(A), and the elevation and anchoring requirements for "manufactured homes" in ~~paragraph (4)~~subsection (E) of this ~~section~~Section.

3. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

### **11-16-~~1923~~ Standards for Subdivision Proposals**

- 1.A. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with ~~Sections 11-16-3, -4~~this Chapter.

- 2.B. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of ~~Sections 11-16-7, -15, -17, -18, -19, and -20~~of this Chapter.

- 3.C. Base ~~flood elevation~~Flood Elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which ~~is~~are greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Section 11-16-6, or Section 11-16-~~14~~(~~G~~16)(F) of this Chapter.

- 4.D. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.

~~5.E.~~ All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

### **11-16-2024 Standards for Areas of Shallow Flooding (AO/AH Zones)**

Located within the areas of special flood hazard established in Section 11-16-6; are areas designated as areas of shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

~~1.A.~~ All ~~new construction~~New Construction and ~~substantial improvements~~Substantial Improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the ~~community's FIRM~~City's FIRM plus a minimum of two feet of Freeboard (at least two feet if no depth number is specified).

~~2.B.~~ All ~~new construction~~New Construction and ~~substantial improvements~~Substantial Improvements of non-residential structures; must:

1. have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the ~~community's~~City's FIRM (at least two feet if no depth number is specified); ~~); or;~~
2. together with attendant utility and sanitary facilities, be designed so that below the ~~base flood level~~Base Flood Elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

~~3.C.~~ A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, ~~as proposed are satisfied at the time of development permit application~~ in accordance with Section 11-16-~~15(A), are satisfied~~18.

~~4.D.~~ ~~Require~~Demonstrate via two-dimensional hydraulic modeling within Zones AH or AO ~~that~~ adequate drainage paths exist around structures on slopes; ~~to~~ guide flood waters around and away from proposed structures.

### **11-16-~~21~~25 Floodways**

~~Floodways – located~~Located within areas of special flood hazard established in Section 11-16-6; are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply in floodways:

~~1.A.~~ Encroachments are prohibited, including fill, ~~new construction, substantial improvements~~New Construction, Substantial Improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice by a registered professional engineer that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

~~2.B.~~ If Section 11-16-~~20(1)6~~ above is satisfied, all ~~new construction~~[New Construction](#) and ~~substantial improvements~~[Substantial Improvements](#) shall comply with all applicable flood hazard reduction provisions of Sections 11-16-~~17, -18, -19~~[20, 22, and, 23](#).

~~3.C.~~ Under the provisions of 44 ~~C.F.R. Chapter 1, Section~~[C.F.R. § 65.12](#), of the National Flood Insurance Regulations, ~~a community~~[the City](#) may permit encroachments within the adopted regulatory floodway that would result in an increase in ~~base flood elevations~~[Base Flood Elevations](#), provided that the ~~community~~[applicant](#) first applies for ~~and receives~~ a ~~conditional FIRM~~[CLOMR](#) and floodway revision through FEMA ~~in which the applicant's property is removed from the floodway~~.

### **11-16-~~22~~26 Definitions**

~~The following definitions apply in this Chapter:~~[As used in this Chapter, the capitalized terms shall have the meanings stated below or as defined in 44 C.F.R. Part 59, unless the context clearly requires some other meaning:](#)

~~**ALLUVIAL FAN FLOODING** – means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.~~

~~**APEX** – means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.~~

~~A.~~ ~~**AREA OF SHALLOW FLOODING** – means a~~ [A](#) designated AO, AH, or VO zone on a community's ~~Flood Insurance Rate Map (FIRM)~~ with a one percent ~~chance~~ or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

~~B.~~ ~~**AREA OF SPECIAL FLOOD HAZARD** – is the~~ [The](#) land in the floodplain within a community ~~is~~ subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

~~C.~~ ~~**BASE FLOOD** – means the~~ [The](#) flood having a one percent chance of being equaled or exceeded in any given year.

~~D.~~ ~~**BASE FLOOD ELEVATION (BFE)** is the~~ [The elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the Flood Insurance Rate Map \(FIRM\) for zones AE, AH, A1-A30, AR, AR/A, AR/A1-A30, AR/AH, AR/AO, V1-12w30, and VE. ater surface elevation of the 1-percent-annual-chance flood event. It is the height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas. It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study \(FIS\) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1-percent chance of equaling or exceeding that level in any given year.](#)

- E. **BASEMENT**~~—means any.~~ Any area of the building, including any sunken or sunken portion of a room, having its floor ~~sub-grade~~ (below ground level) (subgrade) on all sides.
- F. **BEST AVAILABLE DATA.** Existing flood hazard information adopted by a community and reflected on an effective FIRM, FBFM, and/or within an FIS report; or draft or preliminary flood hazard information supplied by FEMA or from another acceptable source. Other sources may include, but are not limited to, the state, other federal agencies, or local studies prepared by a ~~licensed civil engineer~~ registered professional engineer, the more restrictive of which would be reasonably used by the community.
- G. **BREAKAWAY WALL.** A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
- H. **CLOMR (CONDITIONAL LETTER OF MAP REVISION).** FEMA's comment on a proposed project that would, upon construction, affect the hydrologic and/or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations, and/or the Special Flood Hazard Area. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be recognized by FEMA.
- I. **CRITICAL FEATURE**~~—means an.~~ An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.
- J. **DEVELOPMENT**~~—means any.~~ Any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
- K. **ELEVATED BUILDING**~~—means a.~~ A non-basement building (i) built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.
- L. **EXISTING CONSTRUCTION**~~—means for.~~ For the purposes of determining rates, structures for which the ~~"start~~Start of construction"Construction commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."
- M. **EXISTING MANUFACTURED HOME PARK OR SUBDIVISION**~~—means a.~~ A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation

of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

- N. EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION**—Means ~~the.~~ The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- O. FEMA.** The Federal Emergency Management Agency.
- P. FHBM (FLOOD HAZARD BOUNDARY MAP).** An older, less detailed, preliminary flood map that was used to make limited flood insurance available before a detailed flood study and FIRM were completed.
- Q. FIRM (FLOOD INSURANCE RATE MAP) .** An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
- R. FIS (FLOOD INSURANCE STUDY).** The official report provided by FEMA. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.
- S. FLOOD OR FLOODING.** A general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area o of 2 or more properties (at least 1 of which is the policyholders property) from:
- Overflow of inland or tidal waves; or
  - Unusual and rapid accumulation of runoff of surface waters from any source; or
  - Mudflow; or
  - Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.
- ~~A:~~ normally dry land areas from: (1) the overflow of inland or tidal waters or (2) the unusual and rapid accumulation or runoff of surface waters from any source.
- ~~— FLOOD INSURANCE RATE MAP (FIRM)—means~~
- ~~— FIRM . An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.~~
- ~~— FIS FLOOD INSURANCE STUDY — is the. The official report provided by the Federal Emergency Management Agency FEMA. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.~~
- B.T. FLOOD PROOFING.** Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- U. FLOOD PROTECTION SYSTEM.** Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a

"special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are ~~those~~ constructed in conformance with sound engineering standards.

- V. **FLOOD ZONE AH.** Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base Flood Elevations derived from detailed analyses are shown at selected intervals within these zones by FEMA.
- W. **FLOOD ZONE AO.** A high-risk area where the chance of shallow flooding is at least 1% annually. In these zones, water typically flows over sloping ground as "sheet flow," and the average flood depth is expected to be between one and three feet. This zone is designated as a Special Flood Hazard Area by FEMA.
- X. **FLOODPLAIN OR FLOOD-PRONE AREA** ~~--means any.~~ Any land area susceptible to being inundated by water from any source (see definition of flooding).
- Y. **FLOODPLAIN MANAGEMENT** ~~--means the.~~ The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.
- Z. **FLOODPLAIN MANAGEMENT REGULATIONS** ~~--means zoning.~~ Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such federal, state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.
- AA. **FLOODWAY (REGULATORY FLOODWAY)** ~~--means the.~~ The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- BB. **FREEBOARD.** A factor of safety usually expressed in feet above Base Flood Elevation level in determining the level at which a structure's lowest floor must be elevated or flood proofed for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.
- CC. **FUNCTIONALLY DEPENDENT USE** ~~--means a.~~ A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
- DD. **HIGHEST ADJACENT GRADE** ~~--means the.~~ The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- E.E. **HISTORIC STRUCTURE** ~~--means any.~~ Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory or historic places (the Park City Historic Sites Inventory [per Land Management Code Section 15-11-10](#)) in communities with historic preservation programs that have been certified either:
  - ~~1.a.~~ by an approved state program as determined by the Secretary of the Interior; or
  - ~~2.b.~~ directly by the Secretary of the Interior in states without approved programs.

**FF. LAG (LOWEST ADJACENT GRADE)**. [The lowest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. For an existing structure, it means the lowest point where the structure and ground touch, including but not limited to attached garages, decks, stairs, and basement windows.](#)

**~~D.GG. LEVEE~~** ~~means a~~. A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

~~**LEVEE SYSTEM** means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.~~

**~~E.HH. LOMR (LETTER OF MAP REVISION)~~**. [FEMA's modification or revision to an entire or portion of the effective FIRM, Flood Boundary and Floodway Map, or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations, or the Special Flood Hazard Area.](#)

**~~II. LOWEST FLOOR~~** ~~means the~~. [The lowest floor of the lowest enclosed area \(including basement\). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.](#)

**~~JJ. MANUFACTURED (MOBILE) HOME~~** ~~means a~~. A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

**~~KK. MANUFACTURED HOME PARK OR SUBDIVISION~~** ~~means a~~. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**LL. MEAN SEA LEVEL** ~~--means, for.~~ For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, [North American Datum \(NAVD\) of 1988](#), or other datum, to which ~~base flood elevations~~ [Base Flood Elevations](#) shown on a community's Flood Insurance Rate Map are referenced.

**MM. NEW CONSTRUCTION** ~~--means, for.~~ For the purpose of determining insurance rates, structures for which the ~~"start~~ [Start of construction](#) ~~"~~ [Construction](#) commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, ~~"new construction~~ [New Construction](#) ~~"~~ means structures for which the ~~"start~~ [Start of construction](#) ~~"~~ [Construction](#) commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

**NN. NEW MANUFACTURED HOME PARK OR SUBDIVISION** ~~--means a.~~ A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

**OO. RECREATIONAL VEHICLE** ~~--means a.~~ A vehicle which is:

1. built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. designed to be self-propelled or permanently towable by a light-duty truck; and
4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**PP. START OF CONSTRUCTION** ~~--(for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the.~~ [The](#) date the building permit was issued [for a New Construction, Substantial Damage, or Substantial Improvement](#), provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a ~~substantial improvement~~ [Substantial Improvement](#), the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**QQ. STRUCTURE** ~~--means a.~~ A walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

**RR. SUBSTANTIAL DAMAGE** ~~--means damage.~~ Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the ~~market~~assessed value of the structure before the damage occurred. This term also applies to structures which have incurred any damage that equals or exceeds 50 percent of the structure's assessed value regardless of the actual repair work performed.

At the City's discretion, they may track the cumulative damages for a structure over the course of time and when the cumulative damages exceed 50 percent of the structure's assessed value, regardless of the actual repair work performed, the structure may be defined as Substantially Damaged.

When a structure or building has been determined as Substantially Damaged, any work or repair on said structure or building will be considered as Substantial Improvement and will be required to meet the development requirements set forth within this ordinance for Substantial Improvement.

**SS. SUBSTANTIAL IMPROVEMENT** ~~--means any.~~ Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the ~~market~~assessed value of the structure (not of the structure and land value combined) before ~~"start~~Start of ~~construction"~~Construction of the improvement. This includes structures which have incurred ~~"substantial damage"~~Substantial Damage, regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or
2. Any alteration of a ~~"historic structure"~~Historic Structure, provided that the alteration will not preclude the structure's continued designation as a ~~"historic structure."~~Historic Structure.

~~**VARIANCE** -- is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)~~

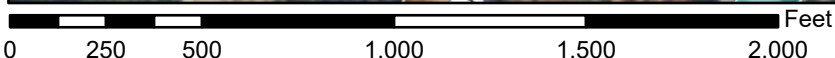
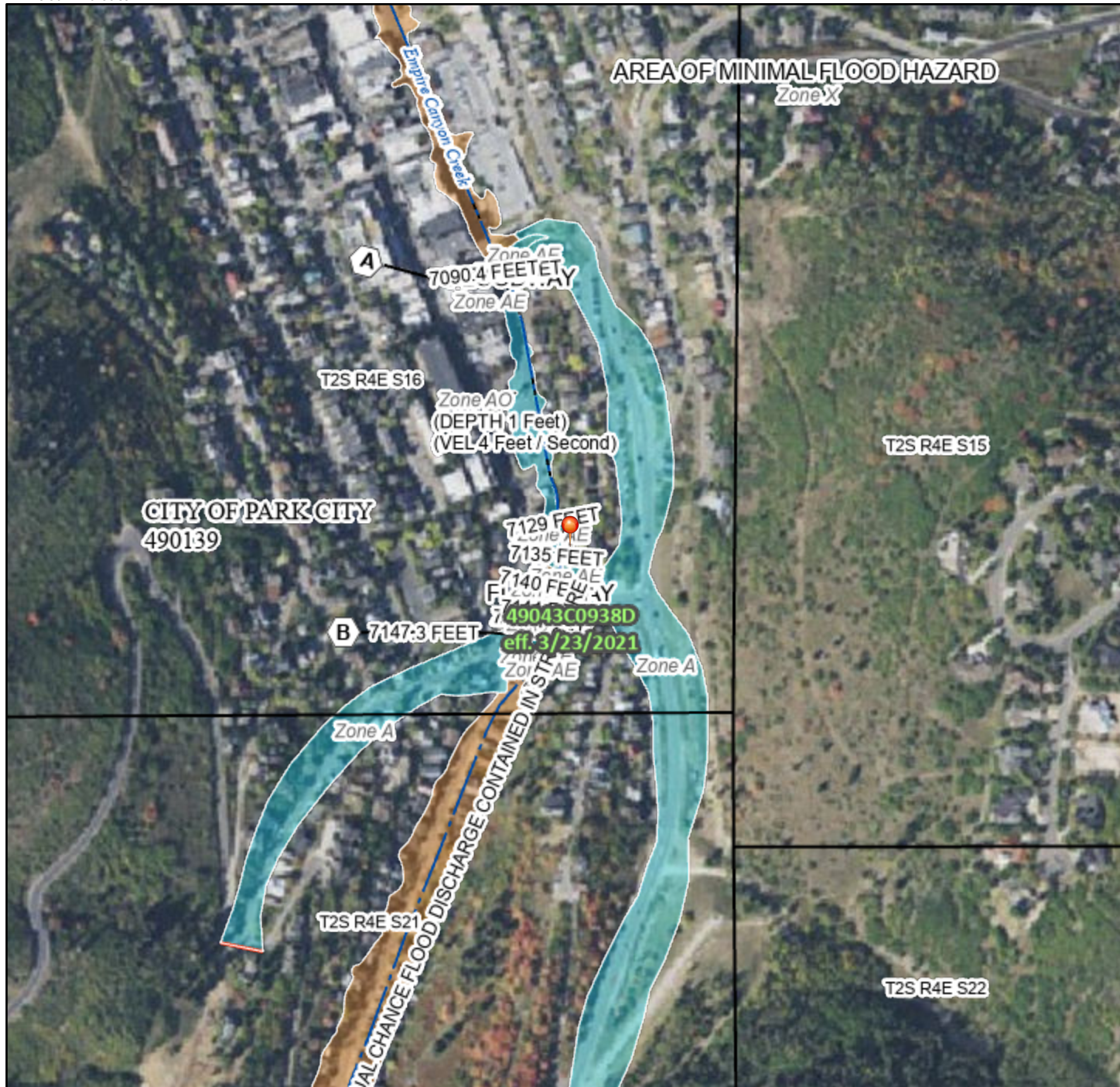
**TT. VIOLATION** ~~--means the.~~ The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in ~~Section~~44 C.F.R. § 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

**UU. WATER SURFACE ELEVATION** ~~--means the.~~ The height, in relation to the ~~National~~Geodetic~~North American~~ Vertical Datum (~~NGVD~~NAVD) of ~~1929~~1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

# National Flood Hazard Layer FIRMMette



111°29'56"W 40°38'39"N



1:6,000

111°29'19"W 40°38'12"N

Basemap Imagery Source: USGS National Map 2023

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/20/2026 at 8:56 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

# National Flood Hazard Layer FIRMMette



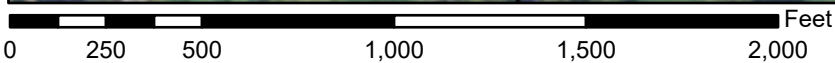
111°30'53"W 40°39'51"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- |                                    |  |  |
|------------------------------------|--|--|
| <b>SPECIAL FLOOD HAZARD AREAS</b>  |  | Without Base Flood Elevation (BFE)<br><i>Zone A, V, A99</i>  |
|                                    |  | With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>   |
|                                    |  | Regulatory Floodway  |
| <b>OTHER AREAS OF FLOOD HAZARD</b> |  | 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> |
|                                    |  | Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>  |
|                                    |  | Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>  |
|                                    |  | Area with Flood Risk due to Levee <i>Zone D</i>  |
| <b>OTHER AREAS</b>                 |  | NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>   |
|                                    |  | Effective LOMRs  |
| <b>GENERAL STRUCTURES</b>          |  | Area of Undetermined Flood Hazard <i>Zone D</i>  |
|                                    |  | Channel, Culvert, or Storm Sewer   |
| <b>OTHER FEATURES</b>              |  | Levee, Dike, or Floodwall  |
|                                    |  | Cross Sections with 1% Annual Chance Water Surface Elevation   |
| <b>MAP PANELS</b>                  |  | Coastal Transect   |
|                                    |  | Base Flood Elevation Line (BFE)  |
|                                    |  | Limit of Study   |
|                                    |  | Jurisdiction Boundary  |
|                                    |  | Coastal Transect Baseline  |
|                                    |  | Profile Baseline   |
| <b>MAP PANELS</b>                  |  | Digital Data Available   |
|                                    |  | No Digital Data Available  |
|                                    |  | Unmapped   |
|                                    |  | The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.                                     |



1:6,000

111°30'15"W 40°39'23"N

Basemap Imagery Source: USGS National Map 2023

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **2/20/2026 at 8:53 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

**Ordinance No. 2026-04**

**AN ORDINANCE AMENDING TITLE 11, CHAPTER 16 OF THE PARK CITY CODE,  
IMPLEMENTING NEW REGULATIONS FOR FLOOD DAMAGE PREVENTION IN  
THE AREAS OF SPECIAL FLOOD HAZARD**

WHEREAS, Utah Code § 10-9a-505 allows municipalities to enact ordinances regulating land use and development in flood plains to protect lives and prevent the loss of and damage to real property.

WHEREAS, due to specific areas within city limits falling within a special flood hazard area, the City Council of Park City previously elected to join the National Flood Insurance Program (NFIP), a voluntary program administered by the Federal Emergency Management Agency (FEMA) that provides federal flood insurance coverage for parcels within a special flood hazard area.

WHEREAS, as part of its participation in the NFIP, the City must adopt and enforce its own Flood Damage Prevention Ordinance and the NFIP's requirements and regulations.

WHEREAS, FEMA regularly updates the NFIP to reflect changes in flood risk due to factors like climate change, incorporation of new technologies, and scientific understanding that improves technical guidance and regulatory compliance for state and local communities, property owners, and insurance agents.

WHEREAS, due to recent substantial federal regulatory changes, this ordinance must be updated to remain current with NFIP federal regulations and legislation.

**BE IT ORDAINED** BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

SECTION 1. AMENDMENTS TO TITLE 11, CHAPTER 16. Title 11, Chapter 16 of the Park City Code, referred to as the Flood Damage Prevention Ordinance, is hereby amended as shown in Attachment A.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication

**PASSED AND ADOPTED** this 9<sup>th</sup> day of April, 2026.

PARK CITY MUNICIPAL CORPORATION

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Mayor Ryan Dickey

Attest:

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Michelle Kellogg, City Recorder

Approved as to form:

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City Attorney's Office



## City Council Staff Report

**Subject:** City Engineer’s Approval Authority Regarding Encroachments  
**Author:** Becky Gutknecht, P.E. and John Robertson, P.E. City Engineer  
**Department:** Engineering  
**Date:** April 9, 2026

### Recommendation

Review and consider approving an ordinance amending section 2-4-11 of the Park City Code to modify the City Engineer’s approval authority over certain types of encroachments into the right-of-way to clarify responsibilities, modestly expand the City Engineer’s authority, and provide better levels of customer service.

### Executive Summary

At the March 5, 2026, City Council meeting, Council directed staff to revisit the City Engineer’s authority to approve encroachment permits. Based on follow-up discussions, staff understands that the intent is to streamline the encroachment permit process for residents and reduce the need for Council review of routine items—particularly fencing requests—that fall outside the current list of administratively-approvable improvements that were adopted at the September 25, 2025, meeting (see minutes [here](#)).

The proposed code amendment responds to Council’s direction by clarifying and modestly expanding the City Engineer’s approval authority, including consideration of fencing and similar minor encroachments. This proposed amendment will streamline the review process, reduce unnecessary Council involvement in routine encroachment matters, and maintain appropriate Council oversight for more substantial encroachments.

The proposed code amendment clarifies the authority of the City Engineer as follows (the proposed additional language is in red and deletions are in blue):

#### **2-4-11 City Engineer**

There is hereby created and established the office of City Engineer for the purpose of providing the necessary engineering services required by the City. The City Engineer shall be responsible for coordinating, reviewing, supervising, and accepting construction work in rights-of-way and public thoroughfares. The City Engineer may permit ~~these~~—minor private improvements, which do not negatively impact the intended use of rights-of-way or public thoroughfares; **including** mailboxes; driveways; sidewalks; radiant heating; landscaping; **fences**; signage and awnings otherwise in conformance with this Code; improvements required to promote life safety; **improvements necessary to** provide property access, ensure slope stability, drainage protection, or **allow** maintenance;

improvements that are designated Historic in accordance with procedures contained in Land Management Code Chapter 15-11; and minor deviations from previously approved encroachments. The City Engineer shall be appointed by the City Manager and shall be an employee of the City. The City Engineer shall be appointed on the basis of administrative and technical qualifications with special reference to actual experience or knowledge of the functions and duties of the office as set forth in this article.

### **Background and Analysis**

Historically, the City Engineer's office reviewed and acted on minor encroachments within the public right-of-way, elevating more substantial requests to the City Council as appropriate. Because the City Engineer's approval authority was not codified, the Engineering Department presented a proposed code amendment to Council on July 10, 2025, to formalize the process. At that time, Council expressed concerns regarding the breadth of the City Engineer's proposed approval authority, identified a more limited list of minor encroachments for that proposed authority, and directed staff to return with a more comprehensive framework.

On September 25, 2025, Council approved an expanded list of minor private encroachment requests and improvements that the City Engineer may approve. This expanded list was intended to improve customer service and reduce Council workload by allowing administrative approval of minor improvements in the right-of-way that meet clearly defined criteria or are required for compliance with applicable codes, laws, or entitlements. Approved items included signage and awnings compliant with code; improvements necessary to promote life safety, provide property access, or ensure slope stability and drainage; designated historic improvements; and minor deviations from previously approved encroachments.

While the expanded list reduced the number of items requiring Council review, a number of encroachment requests—particularly those related to fencing—have continued to fall outside the defined categories and therefore require Council consideration. This has resulted in continued demands on both staff and Council time.

At the March 5, 2026 meeting, Council requested that staff revisit the City Engineer's approval authority to address these ongoing inefficiencies. Staff recommends amending the code to further clarify and modestly expand the City Engineer's approval authority. The proposed revisions include adding fences to the list of administratively-approvable encroachments and incorporating more flexible language to allow the City Engineer to evaluate similar minor encroachments that do not adversely impact the intended use of the right-of-way. This approach recognizes the unique and often complex conditions of Park City's right-of-way and provides a balanced framework for administrative decision-making.

These proposed updates are intended to streamline the review process, enhance customer service, and reduce the need for Council involvement in routine matters, while maintaining Council oversight of more substantial encroachments.

**Exhibits**

Exhibit A: DRAFT Ordinance 2026-05 - Amending 2-4-11 City Engineer

## ORDINANCE 2026-05

### AN ORDINANCE AMENDING TITLE 2, CHAPTER 4, SECTION 11 OF THE PARK CITY CODE, RELATED TO THE RESPONSIBILITIES AND AUTHORITY OF THE CITY ENGINEER

**WHEREAS**, in order to promote the efficient and beneficial use of the City's rights-of-way and public thoroughfares, City Council finds the City Engineer should have delegated authority over certain regulation of the rights-of-way and public thoroughfares; and

**WHEREAS**, in order to promote the efficient and beneficial use of the City's rights-of-way and public thoroughfares, the City Council finds the City Engineer should be empowered to permit certain minor private improvements within the City right-of-way and public thoroughfares; and

**WHEREAS**, the City Council finds good cause for amending the code to further clarify the City Engineer's responsibilities and authority;

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

**Section 1. Section amended.** Title 2, Chapter 4, Section 11 of the Park City Code is hereby amended to read:

#### **2-4-11 City Engineer**

There is hereby created and established the office of City Engineer for the purpose of providing the necessary engineering services required by the City. The City Engineer shall be responsible for coordinating, reviewing, supervising, and accepting construction work in rights-of-way and public thoroughfares. The City Engineer may permit ~~these~~ minor private improvements, which do not negatively impact the intended use of rights-of-way or public thoroughfares; ~~including~~ mailboxes; driveways; sidewalks; radiant heating; landscaping; fences; signage and awnings otherwise in conformance with this Code; improvements required to promote life safety; improvements necessary to provide property access, ensure slope stability, drainage protection, or allow maintenance; improvements that are designated Historic in accordance with procedures contained in Land Management Code Chapter 15-11; and minor deviations from previously approved encroachments. The City Engineer shall be appointed by the City Manager and shall be an employee of the City. The City Engineer shall be appointed on the basis of administrative and technical qualifications with special reference to actual experience or knowledge of the functions and duties of the office as set forth in this article.

**Section 2. Effective Date.** This ordinance shall become effective upon publication.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of April, 2026.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Mayor Ryan Dickey

Attest:

\_\_\_\_\_  
City Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney's Office