PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
SEPTEMBER 11, 2003

Present: **Mayor Dana Williams; Council members Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones**

Tom Bakaly, City Manager; Ken Fisher, Recreation Manager; Matt Twombly, Project Manager; Alison Butz, Special Events and Facilities Manager; Mark Christensen, Budget and Grants Manager; Kathy Gammel, Water Manager; Kim Leier, Human Resources Manager; and Eric DeHaan, City Engineer

Liza Simpson and Dave Staley, Recreation Advisory Board (RAB); Sandra Morrison and Cindy Matsumoto, Park City Historical Society; and Gordon Strachan, Strachan & Strachan

1. **Council questions and comments.** Jim Hier reported that COOL is hosting a seminar on September 23 which will cover methods for preserving open space and successes in other communities. Peg Bodell expressed concern about the design of the current banners on Main Street not meeting code requirements; she suggested that the American flag banners be installed to commemorate September 11 in the future. The Mayor thanked City staff for producing the 9-11 memorial this morning and discussed a meeting with EPA this week. He reported that he and Council member Erickson met with the Library Board about the process for appointing board members and discussed the various sessions held at the Utah League of Cities and Towns annual conference this week. Candace Erickson expressed her appreciation of the Friends of the Library who grossed approximately $7,500 at its fund-raiser and also reported on the meeting with the Library Board.

2. **Recreation Advisory Board update.** Chairman Dave Staley complimented liaison Candace Erickson for clearly communicating RAB business to fellow Council members, but requested direction regarding neighborhood parks and City Park. With regard to criteria for parks, Liza Simpson explained that the committee formulated a list of features to be considered for every parcel, recognizing that some may not necessarily be appropriate for all locations. These standard features included a children's play area, grass, seating, art, landscaping and shade and Jim Hier expressed his support of this approach. Dave Staley added that seating can include a barbecue for the use of the neighborhood. Ms. Erickson continued that the residents would have a voice for their preferences and Kay Calvert pointed out that the demographics in areas would drive the features in a park. Ken Fisher stated that Prospector Park was identified as an area where the older playground equipment could be replaced with a barbecue pavilion if the neighbors agreed.

Dave Staley explained that RAB envisioned a two stepped approach where the neighborhood subcommittee would establish criteria, and a task force would apply the criteria to each location, including input from the stake holders. Peg Bodell suggested that options be presented as a menu of items with associated costs for residents to select from. There was discussion about assigning budgets to projects and Mr. Hier expressed his preference of receiving specific proposals rather than allocating a dollar amount. Ms. Simpson suggested meeting first with stakeholders about what they would like which could then go through a budget review process. The subcommittee would like to hold another meeting and move on, if this approach is agreeable with the Council. The City Council expressed support. The methods and scope of notification were discussed as well as which two parks should be addressed first. Since there was no consensus among Council members, Mr. Staley suggested that the subcommittee develop a strategy for each parcel and set priorities to be presented to Council. Fred Jones felt that choosing the least complicated project would be advantageous. Peg Bodell felt that the level of neighborhood interest should be considered in prioritizing park projects.

Candace Erickson explained that RAB would also like direction on City Park projects, including curb, gutter, and landscaping at the north end of City Park. Other projects include enlarging the tot lot area to include the shuffleboard paved area and replacing it with a children's game and expanding the skate park where the basketball court was planned. Ms. Simpson explained the perceived need of having an area for beginner skaters and also a shaded seating area. Mayor Williams suggested that there be a berm or that the new skate area be excavated to mitigate noise. Tom Bakaly felt it more appropriate to consider City Park projects at an upcoming work session where cost information can also be provided. Ms. Bodell expressed the importance of maintaining the drilling and mucking event.

3. **Review of regular meeting.**

Stair contract. With regard to the stair improvements, Matt Twombly explained the public safety problems occurring because of rusted fasteners; the lowest bidder was Thiede Construction and staff recommends the award.

Lease with Historical Society. Alison Butz discussed revisions to the draft, including housekeeping changes discussed at the August 28 meeting. She stated that Fred Jones has concerns that there be language about the use of the building being defined as a museum and pointed out a reference to exhibits and artifacts in the recitals. Fred Jones acknowledged that the use is implied but felt it should be specific, given the length of the lease. This would enable the City to terminate the lease in the event the use is not agreeable. He acknowledged that the purpose is to accommodate a museum in that space, and the City should have an opportunity to review and approve a change in use. There was discussion on types of exhibits and Historical Society Director Sandra Morrison explained that relevant exhibits would include the American West and traveling exhibits to keep the museum interesting to residents. She added that Mr. Jones' concerns may be covered in the special services contract, which is reviewed every two years. A breach of the special service contract terminates the lease. Limiting the Historical Society with museum language may not be prudent as the technology to interpret history may change in 99 years. Fred Jones agreed that technology may change, but the purpose of the lease is that it be a museum. Jim Hier added that a breach of the special service contract still allows the lease to continue for ten years, which is a long time to allow an inappropriate use to continue. Ms. Butz suggested language under Section 2, Term, to read "The Lease term for space *to be used as a museum of Park City history* in the Old City Building. . .". Fred Jones requested that the Legal Department review this language.

Alison Butz explained that tenant Gordan Strachan has expressed that his upcoming lease be expanded from December 2004 to August 2005 which would provide more time to find an office and avoid moving in winter. She added that the Historical Society would prefer to move in January 2005, if they are ready. Section 4 of the lease provides that the City may offer a lease extension to the existing tenant for a period not to exceed one year. This would allow negotiating a lease only through December 31, 2004. Other tenants are on different time lines with leases expiring August 2005. Fred Jones suggested eliminating specific dates and replacing them with general language like *the City may negotiate an extension of the lease.* Tom Bakaly recommended providing a one year extension with month to month extensions. Gordon Strachan also requested an option to terminate the lease sooner in the event he finds space sooner and Jim Hier felt this is acceptable. However, he is concerned about the extension until August without any specifics as one year with a month to month option should be ample time to find another location. Mr. Strachan reiterated that he would like to avoid moving in the winter and prefers August which is the time line for other tenants. Mr. Hier emphasized that the other tenants' leases happen to expire in August; they are not receiving any special consideration.

Ms. Erickson stated that she understood Mr. Strachan's concern and asked when the Historical Society would break ground. Cindy Matsumoto explained that April is the best case scenario and they would like to have the other tenants' spaces as soon as they become available. Peg Bodell stated that she could support a month to month lease with the first extension but not beyond that with a 30 day out. The Historical Society has a specific plan and could use the space now and it is accommodating the tenants. She recommended providing a month to month during the year, but expressed the importance of providing the Historical Society with something tangible. The reason of moving in the winter isn't a good enough reason for her. Ms. Matsumoto added that they could work with an extension until April although they would have a use for the space if Mr. Strachan no longer needed it. The majority of the Council members expressed that they didn't have a problem with an out clause and agreed to grant a 15 month lease from December 2003 to March 2005.

General obligation bonds. Mark Christensen stated that the bond sale yesterday went very well and the point spread between Zion's winning bid and the lowest bid was about 21 points, which represents about $110,000.

Spiro and Judge Tunnels maintenance contract. Kathy Gammel explained that she is seeking authorization to enter into an agreement with the Jordanelle Special Service District to perform mine maintenance. Because of the alarming findings with the last tunnel maintenance conducted before the Olympics, she recommends regular inspections and repairs.

Personnel policies. Kim Leier noted that this was discussed a few weeks ago and believes this is a good working document. There is a list of future considerations, suggested by Council, that the task force will be researching. Reviews will occur annually.

Resolution establishing a small urban boundary. In response to a question from Jim Hier about this item, Eric DeHaan explained that the purpose of the resolution is to enable the City to pursue funding from UDOT for road improvements on collector streets, like Bonanza Drive and Park Avenue. Mr. Hier clarified that his concern of drawing the boundaries too tightly, and the City Engineer explained that this is a different funding source.

Ordinance accepting Chatham Crossing public improvements. Ms. Erickson asked if there will be a plat note as residents in her Park Meadows neighborhood, for example, are asking her about repairing walls and light fixtures in the area. Eric DeHaan explained that the purpose of this type of ordinance is to clearly define what the City maintains and the ordinance will be recorded. There was discussion about the condition of the roads in Chatham Crossing and the Marsac Avenue project.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
SEPTEMBER 11, 2003

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, September 11, 2003. Members in attendance were Dana Williams, Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones. Staff present were Tom Bakaly, City Manager; Christian Oles, Police Officer;

II PUBLIC INPUT - (any matter of City business not scheduled on the agenda)

Swearing-in of Officer Jodi Nix – Office Christian Oles introduced Officer Nix and explained that she has experience with gangs and will be an asset to our community. The Mayor then administered the oath of office for Jodi Nix.

The Patriot Act – Resident Rich Wyman explained that on October 26, 2001, President Bush signed into law, The Patriot Act, which many congressmen expressed that did not review the law. This legislation creates the crime of domestic terrorism and is so broadly defined that it could apply to acts of civil disobedience. This provides the FBI and CIA greater rights to wire tap phones, monitor email, and access to personal records, etc. As of today, three states and 159 cities have already passed legislation to protect the civil liberties of their 19 million residents. He discussed the implications of The Act on freedom of association, freedom of information, freedom of speech, right to legal representation, freedom from unreasonable searches, right to a speedy and public trial, and right to liberty. He believes that this is different to his request to participate in the Cities for Peace Initiative because it is in the Council's purview to protect the citizens of Park City against legislation passed in a panic because of September 11. Mr. Wyman encouraged the Council to adopt a resolution or at least accommodate a public forum to discuss this topic. The Victory Act, relating to The Patriot Act, is also being contemplated. Jim Hier requested that the Legal Department review the impacts of The Patriot Act on the City. The City Manager envisioned that the Legal Department would return with a summary discussion of the impacts of the issue.

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF AUGUST 14, 2003, AUGUST 21, 2003 AND AUGUST 28, 2003

Peg Bodell, "I move approval of the work session notes and minutes of the meetings of August 14, 2003, August 21, 2003 and August 28, 2003". Candace Erickson seconded. Fred Jones and Jim Hier abstained from voting on the work session notes of August 28, as they were not in attendance.

Peg Bodell	Aye
Kay Calvert	Aye
Candace Erickson	Aye
Jim Hier	Aye, abstention for August 28, 2003
Fred Jones	Aye, abstention for August 28, 2003

V RESIGNATIONS AND APPOINTMENTS

1. Appointment of three members to the Historic Preservation Board for term expiring May 1, 2006 – The Mayor requested a motion to continue. Fred Jones, "I so move". Jim Hier seconded. Motion carried unanimously.

2. Appointment of Primary and General Election Judges – Peg Bodell, "I move approval of the Primary and General Election Judges as noted in the staff report (attached)". Kay Calvert seconded. Motion unanimously carried.

VI PUBLIC HEARINGS

Ordinance approving a plat amendment for the property located on portions of Lot 12 and all of Lot 13 of Block 3 of the Park City Survey, also known as 351 Park Avenue – Ray Milliner explained that the plat amendment will remove two lines between the lots. The applicant is seeking an addition to the existing historic home. Staff is recommending approval according to the conditions outlined in the staff report. The Mayor opened the public hearing. Hearing no questions or comments from the public or the Council, the public hearing was closed.

VII CONSENT AGENDA

Fred Jones, "I move approval of the Consent Agenda with changes to Item 6, Historical Society lease; Section 4 of that lease to read, *extension of existing lease for a period of 15 months* and add covenant #10; *covenant of restricted use of tenant and tenant successors of interest agree that the property shall be used as a museum of Park City history*". Jim Hier seconded. Motion carried unanimously.

1. Ordinance approving a plat amendment for the property located on portions of Lot 12 and all of Lot 13 of Block 3 of the Park City Survey, also known as 351 Park Avenue – See staff report.

2. Resolution establishing a small urban area boundary for Park City, Summit County, Utah – See work session notes and staff report.

3. Ordinance accepting the public improvements at Chatham Crossing Subdivision – See work session notes and staff report.

4. Authorization to staff to enter into an agreement with Jordanelle Special Service District for maintenance of the Judge and Spiro Tunnels – See work session notes and staff report.

5. Award of contract to Thiede Construction Corporation for replacement of treads and landings on the Third Street Stairs and Fifth Street Stairs in the amount of $31,540 – See work session notes and staff report.

6. Historical Society lease for space located at 528 Main Street – See work session notes and staff report.

VIII NEW BUSINESS

Resolution confirming the sale and authorizing the issuance of approximately $5,000,000 principal amount of General Obligation Bonds, Series 2003 of the Board; and providing for related matters – See staff report and work session notes. Fred Jones, "I move to approve". Jim Hier seconded. Motion unanimously carried.

IX OLD BUSINESS

Resolution adopting a revised personnel policies and procedures manual, dated September 11, 2003 for Park City Municipal Corporation – Peg Bodell, "I move approval of the Resolution adopting a revised personnel policies and procedures manual, dated September 11, 2003 for Park City Municipal Corporation". Jim Hier seconded. Motion unanimously carried".

X ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Peg Bodell, "I move to close the meeting to discuss personnel and litigation". Candace Erickson seconded. Motion carried unanimously. The meeting opened at approximately 4:30 p.m.

The City Council met again in closed session at approximately 6:30 p.m. after the adjournment of the regular meeting. Members in attendance were Mayor Dana Williams, Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones. Staff present was Tom Bakaly, City Manager. Fred Jones, "I move to close the meeting to discuss property". Kay Calvert seconded. Motion carried unanimously. The meeting opened at approximately 7:30 p.m.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

Janet M. Scott, City Recorder

DATE: September 11, 2003
DEPARTMENT: Legal Department
AUTHOR: Cindy LoPiccolo, Legal Assistant/Deputy City Recorder
TITLE: **Appointment of 2003 Municipal Primary and General Election Judges**
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATION: Appointment of Election Judges for the Municipal Primary Election, October 7, 2003, and General Election, November 4, 2003.

DESCRIPTION: Pursuant to Utah Code Section 20A-5-602(1), City Council shall appoint three Election Judges and an alternate for each consolidated voting precincts no later than September 22, 2003. None of the recommended Judges are any candidate's parent, sibling, spouse, child, or in-law serving as an election judge in the voting precinct where the candidate resides. There are no changes in voting districts and polling locations from the prior election. Appointments are recommended as follows:

Primary Election - October 7, 2003 and General Election – November 4, 2003

Consolidated District 1 **(Marsac Building)** District # 1 Deer Valley District # 2 Old Town S District #32 Old Town N	**Consolidated District 2** **(Treasure Mt. Mid. School)** District # 3 Prospector District # 4 Thaynes Canyon District #33 Sidewinder	**Consolidated District 3** **(McPolin Elementary)** District #5 Park Meadows S District #6 Quarry Mountain District #35 Park Meadows N
Ruth Gezelius	Betty MacGregor	Virginia Vallor
Carol Sletta	Kathryn Herschberg	Ben Vallor
Carl Woolsey	Edna White	Jean Erb
Mary Wynne	Carol Rixey	Richard Erb

Canvassing Judges will be assigned from the appointed Judges.

Pursuant to Utah Code Section 20A-5-602(3), an election judge list will be available to the public in the City Attorney's Office, Marsac Municipal Building, 445 Marsac Avenue, Park City.

Election Judges will receive compensation for their services at a rate established by Summit County. Park City sincerely appreciates the Judges time and commitment on these election days.

City Council Staff Report

PARK CITY 1884

Subject: **351 PARK AVE PLAT AMENDMENT**
Date: **September 11, 2003**
Type of Item: **Legislative**

PLANNING DEPARTMENT

Summary: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving it according to the findings of fact, conclusions of law and conditions of approval outlined in this staff report.

Description:

Project Name:	351 Park Avenue
Project Planner:	Ray Milliner
Representative:	Jonathan DeGray
Owner of Property:	Jordan Levin
Location:	351 Park Avenue
Zone:	Historic Residential (HR-1)

BACKGROUND

The applicant is requesting a plat amendment to combine all of Lot 13 and portions of lots 12 and 14 of Block 3 of the Park City Survey into one lot of record, for the purpose of constructing an addition to the existing historic home on the site. If approved, the plat amendment will create a lot of approximately 4,387 square feet. The certified survey of the land shows no encroachments onto the site from adjacent properties, and no encroachments onto adjacent properties by the applicant. On August 27, 2003 the Planning Commission reviewed the project for compliance with the Land Management Code and forwarded a positive recommendation to the City Council.

ANALYSIS

The property is located in the HR-1 zone. The proposed addition and remodel of the home is an allowed use in the HR-1 zone provided it meets the criteria in LMC Chapter 15-2.2, and the Historic District Design Guidelines. The applicant has submitted an application for Historic District Design Guideline review, which is currently being reviewed by staff. The property will have access from Park Avenue and approximately 58 feet of linear frontage on said Avenue. There are no existing easements or right-of-ways on the property. The proposed lot complies with all required LMC lot size, lot arrangement, lot dimension and access requirements. Because the existing home is historic, the Land Management Code Section 15-2.2-4 exempts the property from off-street parking requirements (not including lockouts and accessory apartments).

DEPARTMENT REVIEW

The Community Development Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on August 5, 2003, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION
Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving it according to the findings of fact, conclusions of law and conditions of approval outlined below:

Findings of Fact:
1. The property is located in the Historic Residential (HR-1) zone.
2. The HR-1 zone is a residential zone characterized by a mix of larger contemporary residences and smaller historic homes.
3. The amendment will amend portions of lots 12 and 14 and all of lot 13 of Block 3 of the Park City Survey to create one lot of record.
4. The proposed lot would consist of 4,387 square feet.
5. There is an existing historic home on the property.
6. The lot has 58 feet of frontage on Park Avenue.
7. There are no existing easements on the property.
8. No remnant lots will be created as a result of this application.

Conclusions of Law:
1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

Conditions of Approval:
1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. Prior to the receipt of a building permit, the applicant shall submit an application for review for compliance with the Historic District Design Guidelines.
3. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

EXHIBITS
Exhibit A - Proposed Ordinance
Exhibit B - Proposed Plat Amendment

Ordinance No. 03-

AN ORDINANCE APPROVING A PLAT AMENDMENT FOR THE PROPERTY LOCATED ON PORTIONS OF LOTS 12 AND 14 AND ALL OF LOT 13 OF BLOCK 3 OF THE PARK CITY SURVEY, ALSO KNOWN AS 351 PARK AVENUE

WHEREAS, the owner of the property known as 351 Park Avenue, has petitioned the City Council for approval of a subdivision; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on August 27, 2003 the Planning Commission held a public hearing to receive public input on the proposed plat amendment and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove two interior lot lines from his property creating one lot of record; and

WHEREAS, it is in the best interest of Park City Utah to approve the plat amendment.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The property is located in the Historic Residential (HR-1) zone.
2. The HR-1 zone is a residential zone characterized by a mix of larger contemporary residences and smaller historic homes.
3. The amendment will amend portions of lots 12 and 14 and all of lot 13 of Block 3 of the Park City Survey to create one lot of record.
4. The proposed lot would consist of 4,387 square feet.
5. There is an existing historic home on the property.
6. The lot has 58 feet of frontage on Park Avenue.
7. There are no existing easements on the property.
8. No remnant lots will be created as a result of this application.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. Prior to the receipt of a building permit, the applicant shall submit an application for review for compliance with the Historic District Design Guidelines.
3. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.
4. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 11th day of September, 2003.

PARK CITY MUNICIPAL CORPORATION

____

Dana Williams, Mayor

Attest:

____

Janet M. Scott, City Recorder

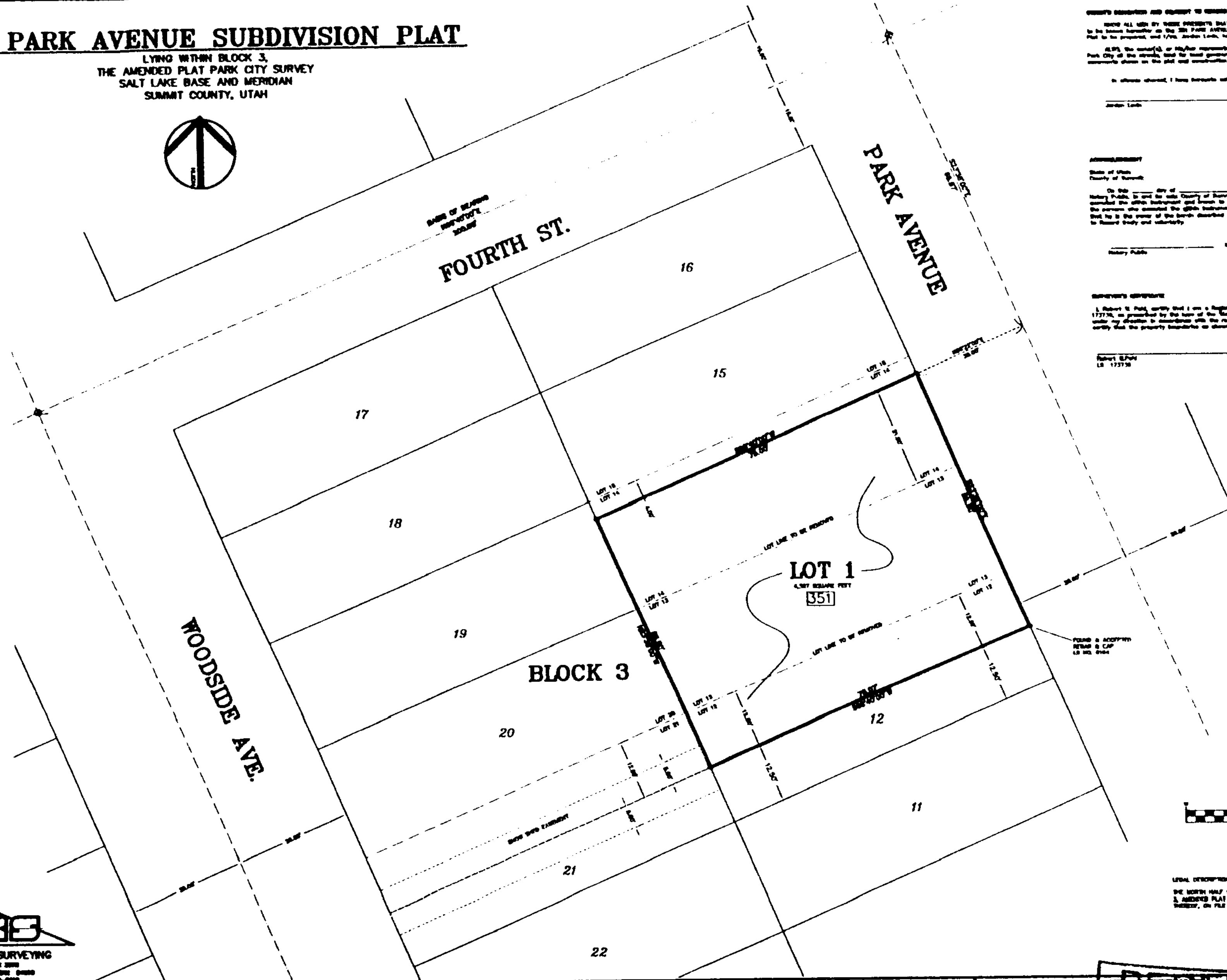
Approved as to form:

____

Mark D. Harrington, City Attorney

351 PARK AVENUE SUBDIVISION PLAT

LYING WITHIN BLOCK 3,
THE AMENDED PLAT PARK CITY SURVEY
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH



PARK CITY SURVEYING

PARK CITY PLANNING COMMISSION	CERTIFICATE OF ATTEST	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ___ DAY OF ______ A.D. 20__ CHAIRMAN	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ___ DAY OF ______ 2003 A.D. BY ______ PARK CITY RECORDER	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ___ DAY OF ______, 2003 A.D. BY ______ S.B.W.R.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ___ DAY OF ______ 2003 A.D. BY ______ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ___ DAY OF ______, 2003 A.D. BY ______ PARK CITY ATTORNEY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ___ DAY OF ______ 2003 A.D. BY ______ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ______ DATE ____ TIME ____ BOOK ____ PAGE ____ FEE ______ RECORDER

PAGE 1 of 1

RECEIVED
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PARK CITY
PLANNING DEPT.

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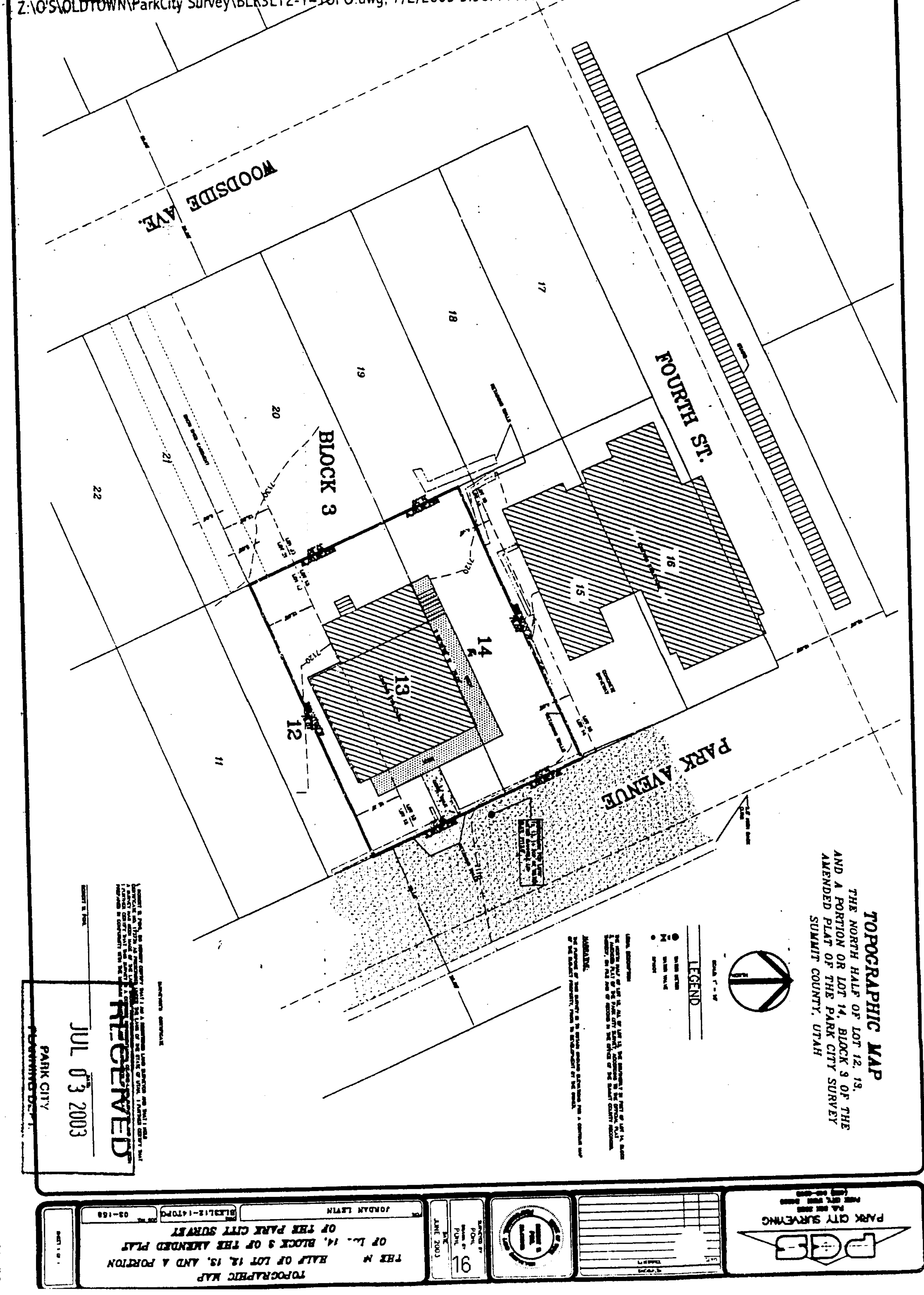

City Council Staff Report

Author:	**Eric DeHaan, P.E.**
Subject:	**SMALL URBAN AREA BOUNDARY - UDOT CLASSIFICATION**
Date:	**September 11, 2003**
Type of Item:	**Administrative**

PARK CITY 1884

CITY ENGINEER

Summary Recommendations:
The Council should approve the revised resolution establishing a Small Urban Area Boundary for Park City for the purpose of UDOT funding eligibility.

Description:

A. Topic:

The Utah Department of Transportation (UDOT) provides about $1.8 million in Small Urban Funding per year for transportation projects within Small Urban Areas. Approving this revised Resolution will enable Park City to pursue funding for future collector-road projects. UDOT requested that we modify our resolution boundary to include all of the "census designated place."

B. Background:

Small Urban Areas have between 5,000 and 50,000 people and must meet certain Census Bureau criteria. Park City has been identified as meeting these criteria, along with about a dozen other Utah cities or areas including Vernal, Cedar City, St. George, Price, Brigham City, Hurricane, Logan, and the Summit Park/Pinebrook area of Summit County. Boundaries can be drawn a couple of ways and the local jurisdiction needs to approve the precise boundary of the Small Urban Area. In our case it is our City limits plus any additional areas required to "smooth out" the boundary for good planning. UDOT submitted the attached revised map.

UDOT has approved the form of the Resolution and its attached map.

C. Analysis:

Although Park City is in no way guaranteed any future funding, some of our likely future road projects such as the reconstruction of Park Avenue and Bonanza Drive may be eligible. Analyst Gary Hill has agreed to work with UDOT to monitor the program.

There is a sub-committee currently chaired by Ken Bassett, City Manager of Vernal. The sub-committee makes funding recommendations to the UDOT Joint Highway Committee, which then sends its recommendations to the full Transportation Commission. UDOT states the typical project is about $1 million and the Small

Urban Areas more or less wait their turn, so Park City will probably have to wait a few years.

Projects must be transportation-related. Upgrading poor rural roads to serve as new collectors to developing areas is the traditional project in Utah. Pavement management programs and possibly transit programs may also be eligible. UDOT suggests we establish a dialogue with Ken Bassett to start formulating our project(s). Gary Hill has already commenced this dialogue.

D. Department Review:
The City Engineer and the Budget, Debt and Grants Department have reviewed this action.

Alternatives:

A. Approve the Request:
This is Staff's recommendation.

B. Continue the Item:
If Council needs more information the item can be continued with direction to Staff for more research.

Significant Impacts:
Passing the Resolution will enable the City Staff to pursue the Council's objective of Budget Review with a potential alternative revenue source. Executive Department Analyst Gary Hill may need to attend meetings around the state to monitor Park City's future funding requests. City Engineer Eric DeHaan will continue to meet with UDOT to identify eligible street projects.

Consequences of not taking the recommended action:
Small Urban Area Transportation funding would not be available to Park City.

Recommendation:
The Council should approve the resolution establishing a Small Urban Area Boundary for Park City.

Resolution No. ______

RESOLUTION ESTABLISHING A SMALL URBAN AREA BOUNDARY
FOR PARK CITY, SUMMIT COUNTY, UTAH

WHEREAS, Small Urban Transportation Funding has been established by the Utah Department of Transportation (UDOT) for purposes of funding transportation projects in small urban areas (SUAs); and

WHEREAS, the funds are set aside from Utah's apportionment of federal Surface Transportation Program "Any Area" funds and are apportioned within the State based on the population of the SUAs; and

WHEREAS, approximately $1.8 million was available for Small Urban Funding in 2001; and

WHEREAS, Park City and UDOT enjoy a professional and cooperative relationship with regard to transportation planning; and

WHEREAS, UDOT requires a clearly-mapped SUA boundary to be approved by Park City in order for the Joint Highway Committee of UDOT to consider Park City's eligibility for Small Urban Transportation Funding;

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

1. The Small Urban Area Boundary for Park City shall be the City Limits of Park City, as shown on Exhibit A (attached). Exhibit A has been updated from the version approved by the Park City Council on March 27, 2003.

PASSED AND ADOPTED this 11th day of September, 2003.

PARK CITY MUNICIPAL CORPORATION

____
Mayor Dana Williams

Attest:

____
Janet M. Scott, City Recorder

Approved as to Form:

____
Mark D. Harrington, City Attorney

Michael O. Leavitt
Governor

State of Utah
Department of Transportation

John R. Njord, P.E.
Executive Director

July 7, 2003

Eric DeHaun, P.E.
445 Marsac Ave.
PO Box 1480
Park City UT 84060-1480

Dear Mr. DeHaun:

As we have discussed a few weeks ago, the Small Urban Boundary that was approved by Park City Council needs to be modified to include all of the census designated place. Additionally, additional area may be added to include all of the current city limit, areas that can be expected to be annexed within the next ten years, and other areas which contribute to the travel shed.

I have enclosed three copies of a map which includes the required land area to be included in the Park City Small Urban Area. It also includes unincorporated island areas in order to facilitate the SUA planning efforts. Inclusion of these island areas are not meant to imply intent to annex them into the city.

Please send me a copy of the revised city action as soon as it has been completed in order that we may discuss the functionally classified roads within the city. Also, please give me a call at 801-965-4185 if I can answer any concerns which may arise,

Sincerely,

Wayne A. Jager, P.E.
Transportation Planning Engineer

(WAJ)
July 7, 2003

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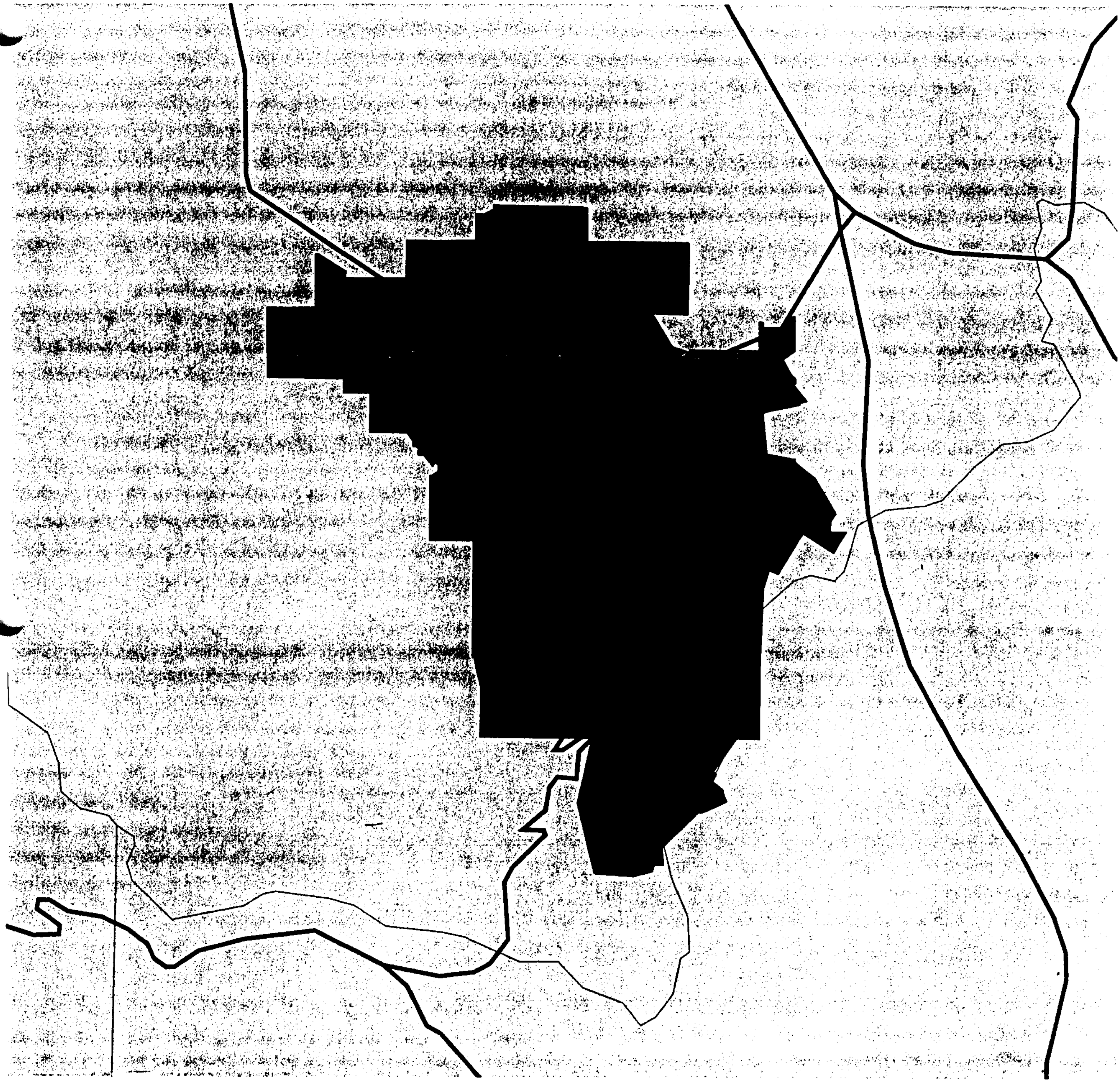


PARK CITY SMALL URBAN AREA

State and Local Roads
Park City SUA
Counties

City Council
Staff Report

Author: Eric DeHaan, P.E.
Subject: CHATHAM CROSSING
Date: September 11, 2003
Type of Item: Administrative

PARK CITY 1881

CITY ENGINEER

Summary Recommendations:
Approve the ordinance accepting the public improvements at Chatham Crossing Subdivision.

Description:

A. Topic:

Chatham Crossing Subdivision is located south of the Rail Trail and west of Wyatt Earp Drive. Chatham's sole vehicular access is at the end of Wyatt Earp, although there are numerous trail accesses. Chatham contains 53 single family lots together with multi-family parcels which have been developed into Fenchurch Condominiums and Canyon Crossing Condominiums.

B. Background:

Chatham Crossing Subdivision Chatham Crossing was approved by the City Council and platted in 1981, twenty-two years ago. The owner in 1981 was Banberry Crossing, a Utah Partnership ("Banberry"). During the period between 1981 and 1984 Banberry experienced financial difficulties. The financial security Banberry originally provided in 1981 expired. Upon advice from the then City Attorney, Banberry and Park City entered into an agreement in 1984 where Banberry would not sell or transfer the platted lots without a substitute financial security being provided. Banberry's interest in the property was acquired by a related private entity, Horman Construction Company, which apparently did business under various subsidiaries and/or related entities, including S.M. Horman and Terramerica. By 1996 the property, still encumbered by the 1984 agreement, was acquired by Mark Rindlesbach doing business as MLR Enterprises, LLC. The 1981 subdivision, which was approved as a subdivision and not as a Master Planned Development, included 53 single-family lots and several parcels designated as multi-family parcels.

The Fenchurch Condominiums were constructed in the early 1980s on one portion of the designated multi-family parcels. Buildings in other portions of Chatham have now been built in accordance with the Canyon Crossing Condominiums Conditional Use Permit. In addition, numerous single-family houses have also been built and legally occupied.

The developer is nearing the completion of the public improvements, thanks in large part to the City's pulling the developer's financial security of $464,855.75 in October of 2000. Assistant City Attorney Tim Twardowski assisted in negotiating a Closure Agreement with Mr. Rindlesbach incorporating all remaining items in dispute.

C. Analysis:
Acceptance of the public improvements in Chatham Crossing will start a new one-year guarantee period. We will hold a financial guarantee of $100,000 for the one-year period in case failures occur. The acceptance will also include Paddington Drive, the eastern portion of which was built in the early 1980s as part of Fenchurch Condominiums. It was intended to be a City street per the 1981 plat but was never accepted. The pavement quality is marginal, and there are several sections of gutter that have heaved or settled. Mr. Rindlesbach's responsibility to make repairs to the old portion of Paddington is ill defined. Several raised medians exist containing trees and shrubs.

D. Department Review:
The "Closure Agreement" mentioned above has been reviewed by the City Manager's office, the City Attorney's office, Planning, Engineering and Public Works. Similarly, these same departments have also reviewed the ordinance and this staff report. Although staff is concerned about the marginal quality of construction, especially on Paddington Drive, we feel it is time to move ahead with acceptance so the needs of the numerous residents of Chatham Crossing can be met. The landscaped medians will need to be "adopted" by local groups or homeowners associations if maintenance of them is to occur.

Alternatives:

A. Approve the Request:
Approve the request to accept the public improvements at Chatham Crossing Subdivision. This action will transfer the ownership to Park City in an orderly fashion.

B. Continue the Item:
In the event there are concerns on the part of the Council, this item can be continued for additional research or information.

Significant Impacts:
Whenever any public improvements are accepted, the burden on most City departments increases somewhat. Snow removal costs in Chatham Crossing are somewhat mitigated by its Third-Priority ranking. The financial security of $100,000.00, which is already in place, buffers the City from exposure to costs for any failures in the public improvements for a one-year period. The City does not intend to expend resources maintaining the various raised medians, which are primarily for the benefit of the adjacent homeowners.

Recommendation:
Approve the ordinance accepting the public improvements at Chatham Crossing Subdivision.

When recorded return to:
PCMC
Attn: City Recorder
PO Box 1480
Park City UT 84060

ORDINANCE NO. 03-____________

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS AT CHATHAM CROSSING SUBDIVISION

WHEREAS, Chatham Crossing Subdivision was approved by the Park City Council on April 30, 1981; and

WHEREAS, construction of the public improvements has been accomplished by the developer, including the public streets known as Paddington Drive, High Street, Euston Drive, Waterloo Circle, and Victoria Circle; and

WHEREAS, Park City has adopted Land Management Code Section 15-7.2-3, which provides for the City Council to accept (by Ordinance) those public improvements which are dedicated and built in accordance with the requirements of Title 15 Chapter 7 of the Land Management Code; and

WHEREAS, the public improvements within Chatham Crossing Subdivision were installed reasonably in accordance with the ordinances in effect at the time of plat recordation and subsequently, and have been duly inspected by the City Engineer.

NOW THEREFORE BE IT ORDAINED by the Park City Council as follows:

SECTION 1. PUBLIC IMPROVEMENTS. The City hereby accepts from the developer all public improvements at Chatham Crossing which were intended for City ownership, subject to the developer's warranty of these improvements for one year following the adoption of this ordinance. A financial guarantee of $100,000.00 shall remain in place for the one-year guarantee period. This guarantee will be used for any necessary repairs to the public improvements if the developer fails to make such repairs. The $100,000.00 financial guarantee shall not earn any interest. The developer may substitute an escrow or letter of credit in this amount, subject to approval by the City Attorney as to the form and content of the substitute guarantee.

SECTION 2. SNOWPLOWING AND LANDSCAPE MAINTENANCE. The City shall plow snow on the streets within Chatham Crossing as Third Priority streets and shall not plow any private condominium roads nor any streets that do not have any legally occupied structures fronting said street. The City will not provide landscape maintenance of the raised medians within the streets in and near Chatham Crossing.

SECTION 3. EFFECTIVE DATE This ordinance shall be effective upon adoption by Council and publication.

PASSED AND ADOPTED THIS ______DAY OF SEPTEMBER, 2003.

PARK CITY MUNICIPAL CORPORATION

____

Dana Williams, Mayor

ATTEST:

____

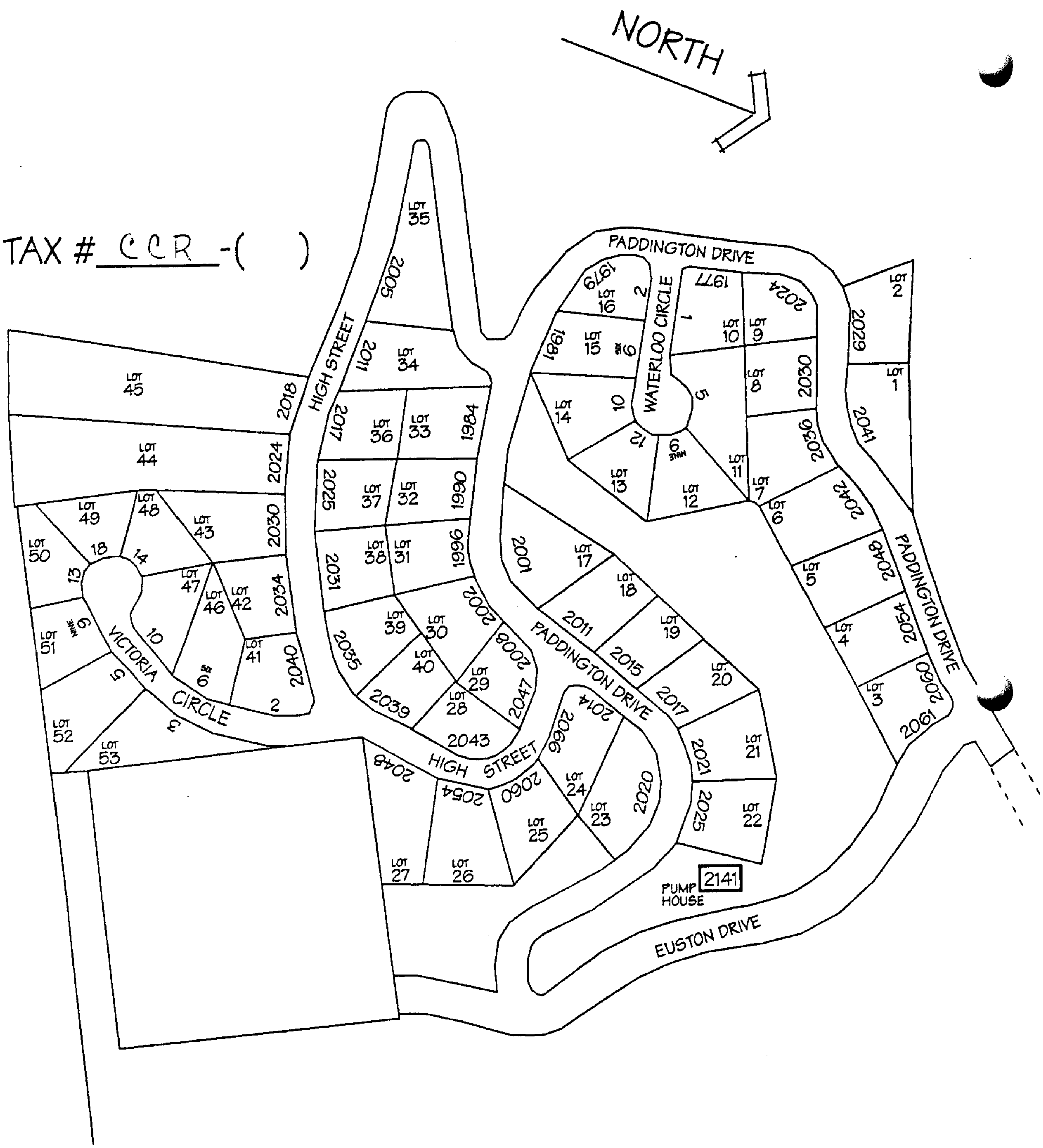
Janet M. Scott, City Recorder

Approved as to Form:

____

Mark D. Harrington, City Attorney

TAX # CCR -(   )



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CHATHAM CROSSING SUBDIVISION

RD

City Council Staff Report

PARK CITY 1884

PUBLIC WORKS

Author: Jerry Gibbs, Kathy Gammell
Subject: Tunnel Maintenance Agreement
Date: September 11, 2003
Type of Item: Contract Authorization

SUMMARY RECOMMENDATIONS:

Authorize staff to enter into an annual tunnel maintenance agreement with Jordanelle Special Services District (JSSD) for time and materials to be drawn against an annual retainer of $25,000.

DESCRIPTION:

A. Topic:

Annual Tunnel Maintenance Agreement

B. Background:

Judge and Spiro Tunnels require annual maintenance to clear debris, repair or replace tracks, track supports, support timber and steel sets. In the past maintenance has been performed after evident disrepair. This presents unnecessary risk. In October 2001, under an emergency contract with Miners, Inc. of Colorado, extensive maintenance was performed on the Judge Tunnel in areas that were in imminent danger of collapse. During this time Judge Tunnel water was diverted from the culinary system. Other areas in need of repair, but not an immediate threat to the flow of water, were delayed because the ski resorts needed the water for snow making prior to the Olympics. This work remains to be done.

An evaluation of the Spiro Tunnel in the fall of 2002 revealed that tracks were in such disrepair that motors could not travel from about the 8,000 ft. level back to the 13,000 ft. level where the bulkhead water is collected at a dam. The skills required for these repairs are not readily available and Miners, Inc. is no longer in business. There are few companies that provide mine repair.

Historically crews from UPCMC performed tunnel maintenance, but UPCMC is no longer in the mining business and lacks the equipment and personnel to perform the services as a result of a deal with JSSD in the early fall of 2002. UPCMC sold most of its motors and transport cars to JSSD, and many former UPCMC miners are now employed by JSSD for maintenance of their mine tunnels. There is one Salt Lake City company that could do this maintenance at an hourly 2-man crew rate of approximately $100. This estimate is based on recent discussions with this company regarding their 2002 estimate for Judge Tunnel maintenance. Their estimate is higher than JSSD's hourly quote and does not include their required office staging, mine motors and transport cars or an hourly rate for supervision. It appears there are no other local companies that could bid this work. Several independent miners have expressed interest in performing the maintenance but they are unable to provide the insurance required by the city.

It is important to provide annual maintenance for both the Spiro and Judge tunnels for the following reasons:

- A cave-in would immediately and unpredictably exclude a significant water source for Park City residents.
- If a cave-in occurs, the path of the dammed water would be unpredictable as it seeks an exit at a point that may cause property damage.
- Clearing a cave-in as opposed to performing maintenance will require significantly more financial resources.
- It may be difficult to recover water rights in the event of a cave-in if the path of the water is not clearly identified or corrected by clearing a cave-in.

C. Analysis:

Staff approached JSSD management regarding the possibility of contracting for use of their mine maintenance resources under terms that would be mutually beneficial. Key advantages of entering into an agreement with JSSD to complete mine maintenance are:

- JSSD owns mine motors and transport cars and will move them, as needed, to each of the tunnel sites as part of one hourly rate.
- JSSD employs several miners full time for maintenance of JSSD mine tunnels. They have indicated that these resources are available for other work during some periods throughout the year.
- JSSD is willing to perform the work at cost based on an annual retainer from which costs for time and material will be charged.
- JSSD's close proximity to Park City eliminates the need for office staging or on-site supervision, both of which add to maintenance costs.
- Contracting with another government entity provides confidence that they will be around from year to year to perform required maintenance.

Under the guidance of JSSD and Park City legal council, the following are key terms of the agreement.

- The term of the agreement is one year, and will renew automatically on the anniversary date of full execution unless either party provides proper notification for termination of the agreement.
- Park City will provide a retainer of $25,000 to JSSD from which payment for actual time and materials will be drawn.
- JSSD will bill against the $25,000 retainer until approximately $10,000 remains unspent at which time JSSD will bill the City for sufficient funds to bring the balance of the retainer back to $25,000.
- JSSD will bill at $90.00 per hour for each 2-man crew including equipment for work defined in the work plan. For emergency work other than that defined in the work plan JSSD will bill $135.99 per hour for each 2-man crew including equipment.
- Work performed will be as recommended and mutually accepted by JSSD and Park City at the beginning of each year.

Tunnel maintenance is funded in the 2004 and 2005 budgets.

D. Department Review:

The City Manager, Public Works Director, Water Manager and the Deputy City Attorney have reviewed this report.

ALTERNATIVES:

A. Authorize staff to enter into an annual tunnel maintenance agreement with Jordanelle Special Services District for time and materials to be drawn against an annual retainer of $25,000. **This is the staff recommended alternative.**

B. Direct staff to solicit proposals for a long-term maintenance agreement from other responsive companies. **Staff does not recommend this alternative.**

C. Direct staff to solicit proposals for each annual Spiro and Judge tunnel maintenance contract. **Staff does not recommend this alternative.**

D. Delay a decision on a tunnel maintenance contract until a later date. **Staff does not recommend this alternative.**

E. Do nothing. **Staff does not recommend this alternative.**

SIGNIFICANT IMPACTS:

Alternatives B, C: There are few mining companies that can perform this maintenance work and only one in the Salt Lake City area of which staff is aware. As we experienced with Miners, Inc., these companies seem to be becoming extinct and there is no guarantee that a company would exist from year-to-year for future bidding or completion of any long-term obligation.

Alternative D: This alternative will only impact Tunnel maintenance if a decision on the contract is delayed past our spring shoulder season or longer.

Alternative E: It is unpredictable as to when, but eventually Park City would have to respond to either emergency maintenance or clearance of a cave-in, or potentially decide to abandon the source.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

We will be unable to reach the bulkhead collector in the Spiro tunnel until track and support set repairs are made. Areas of the Judge tunnel in need of maintenance, which were delayed in 2002, may be more urgent now and will eventually require attention in order to prevent the potential of future cave-ins.

RECOMMENDATION:

Authorize staff to enter into an annual tunnel maintenance agreement with Jordanelle Special Services District for time and materials to be drawn against an annual retainer of $25,000.

DATE: 9/11/03
DEPARTMENT: ED&CP
AUTHOR: Matt Twombly
TITLE: 3rd and 5th Street Stairs Retread
TYPE OF ITEM: Award of Construction Contract

SUMMARY RECOMMENDATION:

Staff requests authorization to proceed with the project to replace the treads and landings on the 3rd Street Stairs between Woodside Avenue and Norfolk Avenue, and the 5th Street Stairs between Park Avenue and Woodside Avenue. Staff recommends that Council award the construction contract to Thiede Construction Corporation, in the amount of Thirty One Thousand Five Hundred and Forty Dollars ($31,540.00).

DESCRIPTION

A. Topic Award of the construction contract and proceed with the replacement of the 3rd and 5th Street Stairs.

B. Background Over the past few years staff has proceeded with the reconstruction of the Old Town Stairs, and replaced the wooden treads in the Main Street Area RDA with metal treads. The existing wood stairs require a significant amount of ice melt products due to the melting and freezing of the snow. All of the metal fasteners are deteriorating due to the use of the ice melting products and the inability of the wood to dry out. The metal treads are safer and allow the snow to pass through and almost eliminate the need for ice melting products.

Staff performed an inspection of the Old Town Stairs earlier in August to develop a plan for reconstruction of the wood tread stairs. It was discovered that all of the landings on the 3rd Street Stairs between Woodside and Norfolk had collapsed due to the rusting of the fasteners. One landing on the 5th Street Stairs between Park and Woodside had partially dislodged from its supports. The 3rd Street Stairs were closed that afternoon, and the 5th Street Stairs need repair although are not likely to collapse in the short term. Rather than spend a significant amount of time and expense for a temporary repair, staff bid the project to reconstruct the stairways.

C. Analysis The request for bids was legally noticed in the Park Record on August 13 and 16, 2003. There was one bid for the project out of two plan holders, and the bid was opened and read aloud on August 26, 2003. The low bidder was Thiede Construction Corporation at $31,540. Thiede Construction Corp. has constructed the 4th Street, 10th Street, 11th Street and 12th Street Stairs as well as the retreads of the 13th Street Stairs, 2nd Street Stairs and bottom section of the 3rd Street Stairs.

The work will proceed approximately 4 weeks after the award, due to the time for fabrication and delivery of the galvanized metal treads. The ordering of the material will commence upon the execution of the construction agreement drafted by the City Attorneys office and receipt of bonds and certificates of insurance. The project documents stipulate that the project shall be completed by December 1, 2003.

Over the Winter of 2001/2002 the sections of 2nd and 3rd Street Stairs between Main Street and Park Avenue were reconstructed with the metal treads. The cost for these two blocks of stairs was $37,913. The cost to retread the two blocks of 2nd Street stairs in late 2002 was $24,951. The bid for $31,540 for these 2 blocks of stairs also includes the installation of weed barrier under the stairway and the hand excavation of dirt that has accumulated along the wood stringers to reduce the potential for rot.

D. **Department Review** Department of Economic Development and Capital Projects, City Manager's Office.

ALTERNATIVES

A. **Approve the Request** Award the construction contract to Thiede Construction Corporation in the amount of Thirty One Thousand Five Hundred and Forty Dollars ($31,540.00).

B. **Modify the Request.**

C. **Deny the Request.**

D. **Continue the Item.**

SIGNIFICANT IMPACTS There is approximately a total of $242,000 in the Old Town Stairs Main Street RDA account.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION If Council decides not to award the retread construction contract then the stairs will remain in their current condition (3rd Street Closed and 5th in need of repair) unless some sort of repairs can be made.

RECOMMENDATION Staff recommends that the City Council award the construction contract to Thiede Construction Corporation in the amount of Thirty One Thousand Five Hundred and Forty Dollars ($31,540.00) and proceed with the project to replace the treads and landings on the 3rd Street Stairs between Woodside Avenue and Norfolk Avenue and the 5th Street Stairs between Park Avenue and Woodside Avenue.

City Council Staff Report

Author:	**Alison Butz**
Subject:	**Historical Society Lease**
Date:	**September 11, 2003**
Type of Item:	**Administrative - Lease Authorization**

PARK CITY 1884

Special Events and Facilities Department

Summary Recommendations:
Review and approve the lease for space within the Old City Hall Building located at 528 Main Street, to the Park City Historical Society.

Description:

A. Topic:
Review and approve the lease for the rental of space within the Old City Hall Building to the Park City Historical Society.

B. Background:
The City Council reviewed the proposed 99 year lease, for the Historical Society, at the August 28, 2003 City Council Work Session. At that time Council direct staff to return with a lease for approval. The following items were changed, or eliminated due to comments received at the meeting.

Janitorial Services. The janitorial services provided for the space, by the City were eliminated.

Option to Purchase. The Council requested that the option to purchase the space, if the City ever decided to sell, should not be added to the lease.

Modification of Milestones set in the Special Service Contract. The timeline attached to the special service contract has not been modified. The Historical Society is confident that the goals set can be achieved.

Additionally, Staff has added text within the section outlining the Acquisition of Additional Space, addressing the need to extend the current lease for the upstairs space until December 2004 to help facilitate relocation. At this time the City is in discussions with Strachan and Strachan to extend their lease for an additional year until December 2004.

At the August 28^{th} meeting, Staff also explained the reasoning behind the termination timeline if the goals of the special service contract were not met. The length of the extension, 10 years, was based upon the original review of the lease renewal in March. At that time the Council was interested in renewing the lease for a ten (10) year period of time.

C. Analysis:

The attached lease outlines the term of ninety-nine (99) years beginning September 1, 2003. With the lease term the Council has also requested formal updates from the Historical Society on a semi-annual basis. These updates are outlined within the Special Service Contract associated with the lease. The Historical Society will maintain their Special Service Contract for services provided to the community, which is through FY 2005. Since the Historical Society provides the community with services the rent due each year is one dollar ($1.00). The City, in Rent Contributions, annually gives a subsidy of approximately $17,919 to the Historical Society. The amount of $17,919 is the cost the City determines by the amount paid into the MBA account, which was used to upgrade this building.

While the lease outlines the Historical Society's ability to expand into the other tenant spaces as they become available, the City Council would still need to review and approve a lease addendum when the space is added into the lease.

The renewal of the lease would meet Council's goal of economic development and cultural tourism by preserving and expanding the museum's role on Main Street.

D. Department Review:
The Lease has been reviewed all applicable City departments.

Alternatives:

A. Approve the Request:
Approve the lease, allowing the Historical Society to lease the space at 528 Main Street.

B. Modify the Request:
Modify the terms and approve the lease, allowing the Historical Society to lease the space at 528 Main Street/

C. Deny the Request:
Deny the lease, thereby requiring the Historical Society to relocate the museum.

D. Continue the Item:
The City Council may continue the item for more information and discussion.

Significant Impacts:
The proposed lease for 99 years binds future Councils in leasing the building to the Historical Society. This would prevent future municipal use of the building until the lease expired or until the Historical Society terminated the lease.

The Lease of the Building, with the proposed Special Service Contract, would prevent the City from collecting rent on the existing museum space or other spaces. The overall forgone annual rent of the building compared to the rent received today is $49,524.20. Also included within the rent are expenses for utilities and insurance. The Historical Society does propose, within the Museum expansion plan, to take over the payment of the utilities for their rented space, and insurance for the collection, as of January 1, 2008. Please refer to Exhibit B - Special Service Contract - Museum Expansion Program, page xiii. All discussions regarding the Special Service Contract and the City's contribution contemplated forgone rent. No capital improvement costs, from the City, will be contributed for the improvement of the building.

Consequences of not taking the recommended action:

The Historical Society would need to relocate the museum, which could mean that the museum would no longer be located on Main Street.

Recommendation:
Review and approve the lease for space within the Old City Hall Building located at 528 Main Street, to the Park City Historical Society.

Exhibits:
Exhibit A – Lease
Exhibit B – Special Service Contract for the Lease of 528 Main Street

THIS AGREEMENT is made by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah (hereinafter referred to as "Landlord") and The Park City Historical Society, Inc., a Utah non-profit corporation hereinafter referred to as "Tenant") to set forth the terms and conditions under which Park City will lease space at 528 Main Street.

WITNESSETH:

WHEREAS, the Historical Society benefits the residents and guests of Park City by providing information on Park City's history; Exhibitions of Park City history; Preservation of Park City historic artifacts; and Educational programs; and

WHEREAS, The Historical Society requires a long term lease to assist with fundraising to expand their services; and

WHEREAS, the City Council has identified Cultural Tourism as an important economic development goal, which the Historical Society meets; and

WHEREAS, the City desires to allow the Historical Society to continue their operations at 528 Main Street; and

WHEREAS, the City Council evaluated and approved the 99 year lease for the space at 528 Main Street.

WHEREAS, the Historic District Act, U.C.A. 17A-3-1301 et seq., authorizes the City to expend public funds for the purpose of preserving, protecting or enhancing historic areas and sites; and

WHERAS, the Old City Hall Building is a historic building within the Historic District, and the City Council hereby finds that this agreement is critical to the successful utilization and preservation of this building, as well as all historic areas and sites within Park City, by generally facilitating and supporting historic preservation and collections relating to these areas and sites;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, that parties agree as follows:

1. Property. The property leased is located in the Old City Hall Building having a street address of 528 Main Street, Park City, Utah. The leased premises consists of the basement, first floor, and one office area on the upper floor as more specifically depicted on the floor plans attached hereto and incorporated herein as Exhibit A. An additional area is leased in the Library and Education Center having a street address of 1255 Park Avenue, Park City, Utah. The lease premises consist of Room 220 in the Library.

2. Term. The Lease term, for space in the Old City Hall Building, shall be for 99 years beginning September 1, 2003, and continuing until August 31, 2102 unless sooner terminated

under the provisions of this Agreement or by joint agreement of the parties. If the Special Service Contract, which outlines fundraising, program and exhibit goals, is terminated pursuant to the terms of the Special Service Contract Policy in the Park City Municipal Corporation Annual Budget, Policies and Objectives - General Budget Policies, the lease shall be terminated ten (10) years from the date the Special Service Contract is terminated.

The Lease term for Room 220 in the Library shall be for 10 years beginning September 1, 2003 and continuing until August 31, 2013 unless sooner terminated under the provisions of this agreement or by joint agreement of the parties.

3. Rent. The rent for the space shall be Seventeen Thousand Nine Hundred and Nineteen Dollars per year for the space, together with the observance of the other covenants and conditions of the lease and the Special Service Contract between the parties dated 9/1/03. Payment of the rental fees may be waived subject to the annual approval of a Special Service Contract by the City Council of Park City. The Special Service Contract only approved forgone rent for the space, no capital improvement costs will be contributed for use of the space.

   If the Special Service Contract, which outlines fundraising, program and exhibit goals, is terminated pursuant to the terms of the Special Service Contract Policy in the Park City Municipal Corporation Annual Budget, Policies and Objectives- General Budget Policies, the rent shall be due and payable in twelve (12) monthly installments based on the annual rental fee of $17,919. The annual rent for the space shall increase 3% on July 1st of each year with the increase beginning on July 1, 2004. Rent payments shall be due by the first of the month.

4. Acquisition of Additional Building Space. If stated fundraising goals, as stated in Attachment B of the Special Service Contract, are met, additional space within the building at 528 Main Street will first be offered to Tenant at the time it becomes available for lease. If necessary to facilitate a relocation, the landlord may offer a lease extension to the existing tenant in the office space upstairs (Strachan) at the expiration of the existing lease for a period not to exceed one year. Additional space and rent will be added to the lease through an addendum and the terms of the Special Service Contract shall be amended at the time an addendum is approved.

5. Tenant Improvements. The Tenant agrees to install, at its own expense, all specialized equipment and displays needed for the operation of its museum and future exhibitions, offices and other facilities it may require. This includes any additional partitioning, specialized or additional electrical and mechanical equipment, air conditioning, internal heating, and any other tenant improvements that are necessary for the Tenant's intended use of the space. Any tenant improvement items that can be removed at the end of the lease without causing substantial damage to the remaining walls, ceilings, or other finishes may be removed by the Tenant at the termination or expiration of the lease. All work done by the Tenant must comply with the applicable building codes, and more particularly with the Historic District Guidelines for this structure.

6. Utility Service. Landlord shall be responsible for light and heating of the space, as those services are tied into the central mechanical system of the building. Landlord will also

provide water and sewer service for the leased space. Tenant will be responsible for any other utilities such as telephone and cable television and shall establish an account with each of these utilities in its own name. As of January 1, 2008, the Tenant shall be responsible for all utilities including light and heating of the space.

7. Insurance. The Landlord will carry insurance on the structure for casualty loss, and public liability that provides insurance against claims of persons injured in or about the building in amounts in excess of those required by state law. The Landlord policies will only extend to contents of Tenant's space, which is owned by the Tenant and/or the museum, and not to "loaned" exhibits of property, unless prior specific approval in writing is obtained from the Landlord and the property is itemized on the Landlord's policies. The Tenant shall require fully executed Release of Liability and Waivers or written acknowledgments by the owners that the Landlord and the museum do not insure the loaned property prior to including any borrowed or loaned property in the museum displays. In the event that it is determined by the museum and the Landlord that a display is of such value to the citizens of Park City that the loaned display should be insured by the Landlord's content policy, then the museum must obtain an accurate appraisal of the property value prior to the Landlord obtaining any coverage. The Tenant will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage. Landlord's insurance coverage on the contents of Tenant's space owned by Tenant and/or the museum is based on the most recent appraisal provided to the City by Tenant. Tenant is responsible to provide updated content appraisals to the City as necessary, and is solely liable for any loss and/or damage to contents beyond the limits of the City's insurance coverage of said contents.

8. Contribution. In making this lease, the Landlord is recognizing the unique community contribution of the Historical Society to Park City. This lease, subject to the Special Service Contract between the parties dated 9/1/03, as amended or renewed, is a form of grant in aid to Tenant, in lieu of cash donations from the Landlord. The parties acknowledge and agree that the City, through the Special Service Contract, makes a contribution to the Historical Society of leased space. It is the desire of the City Council to continue to support the Historical Society with such contributions of space, utilities, and insurance.

9. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns or controls the Premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease.

10. Maintenance. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. Landlord shall be responsible for mechanical systems, which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal shall be Landlord's responsibility.

11. Assignment/Sublease. Unless approved in the sole discretion of Landlord, Tenant has no right to sublet or assign all or any portion of the leased space for any purpose whatsoever,

including subleases or assignments to other non-profit organizations, or assignments for the benefit of creditors. Any attempt to sublet or assign shall cause this lease to immediately terminate. Tenant may hold private parties or otherwise charge for exclusive use of the leased space for such activities as filming, educational and fundraising so long as such rentals do not exceed twenty-four (24) hours, unless approved by the Landlord. If such rental occurs during a Master Festival, Tenant may only rent to the Master Festival License holder or its sponsors, unless approved by the Landlord in its sole discretion.

12. Force Majeure. This lease agreement shall automatically terminate upon any holding, interpretation, or determination by a Court, legislative, or administrative body, that bonds issued by Park City Corporation or the Municipal Building Authority will not qualify as tax exempt if the property is leased to a private entity or monies are received for so leasing, or that the MBA may not lease to a private entity, either under existing state and federal law regulation or future state and federal law regulation. In the event of termination pursuant to this paragraph, Tenant shall have six (6) months to vacate the premises, and the Landlord may, at its option, either eliminate or reduce rent from the date of termination until the date of vacation of the premises so as to not endanger its tax exempt status.

13. Tax Exempt Status. Tenant is a non-profit corporation under the Internal Revenue Code, and the subsidy by the Landlord is made only as long as the non-profit, tax-exempt status remains. In the event Tenant loses it tax-exempt status, the Landlord shall have the option of terminating the lease, or increasing the rental to the fair market value of the space occupied by Tenant on the date that the tax exemption was revoked. Tenant will provide its annual report and, upon request, audit to the Landlord each year.

14. Increased Insurance Risk. Tenant will not permit said premises to be used for any purpose which would render the fire insurance on the building or the premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises of the same general type as those covered by this Agreement.

15. Care and Repair of Premises by Tenant. Tenant will inspect and accept the Premises for the purposes of this agreement prior to taking occupancy. Tenant will not commit any waste on Premises nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business. If the Tenant, with the prior written consent of the Landlord, plans to materially alter the basic character of the building the Tenant must comply with all City codes. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Lease unless specifically exempted in writing prior to commencing work.

16. Damage or Destruction. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the premises without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If such damage or destruction shall render the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the premises restored. If the damage or destruction shall be of which may require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this lease by written notice to the other within thirty (30) days after the occurrence of such damage or destruction.

17. Surrender of Premise. Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted.

18. Indemnity. Tenant covenants and agrees to indemnify and hold Landlord harmless from all claims, loss damage, injury or liability (hereafter "liability") resulting from Tenant's use and occupancy of the leased premises to the full extent provided in the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any liability resulting from acts or omissions of Landlord, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. ' 63-30-1, et seq.). The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act.

    Landlord will indemnify and hold Tenant and its employees harmless to the full extent provided in the Utah Governmental Immunity Act, and limited by Paragraph 15 of this lease, from claims, loss, damage, injury, or liability resulting from Landlord's use and occupancy of the leased premises or from the conduct of City's operations; including, but not limited to, Landlord's negligence or intentional acts. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. ' 63-30-1, et seq.)

19. Default/Termination. If the Landlord determines that Tenant is in default of the observance of any of the covenants of this Agreement or other significant cause determined by City Council, it shall give Tenant notice of the alleged default, and a reasonable period of time, not less than thirty (30) days nor more than sixty (60) days, in which to cure the default. If Tenant fails to cure the default, this lease shall terminate. Tenant will immediately become a Tenant at will of the Landlord, and the Landlord may demand possession of the space upon ten (10) days written notice, or, at the Landlord's option, the Landlord may increase the rental to the fair market value of the space until Tenant has vacated it, and state a date certain by which the space must be vacated.

20. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas

or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

21. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, religion, sex or handicap in its hiring practices, services or operation of its business hereunder.

22. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.

23. Notice Provision. In recognition of the time it takes to move the museum and exhibits, the Landlord will give the Historical Society six (6) months notice of its intention to renew or not renew the lease at the expiration of its term. There is no option for renewal created by this lease, but as soon as the Landlord is reasonably able to determine that the Tenant space is no longer surplus to Landlord needs, it will give notice to Tenant that no future extension will be granted or offered, or that the terms of any future agreement will be substantially changed.

24. Entire Agreement. This agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

DATED this 11th day of September 2003.

PARK CITY MUNICIPAL CORPORATION

____
Tom Bakaly, City Manager

Attest:

____
City Recorder

Approved as to Form:

____
City Attorney's Office

THE PARK CITY HISTORICAL SOCIETY, INC.

____
Cindy Matsumoto, Board President

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this ______ day of September, 2003, personally appeared before me Cindy Matsumoto, who being duly sworn, did say that she is the Board President for The Park City Historical Society, inc., and acknowledged to me that the preceding Agreement was signed on behalf of said corporation, and she acknowledged that the company did execute the same for its stated purpose.

____
Notary Public

PARK CITY
1884

**SPECIAL SERVICE CONTRACT
BETWEEN PARK CITY HISTORICAL SOCIETY AND
PARK CITY MUNICIPAL CORPORATION
FOR LEASE OF 528 MAIN STREET
FY 2003-2004 and FY 2004-2005**

THIS AGREEMENT is made and entered into this 1st day of September, 2003, by and between **THE PARK CITY HISTORICAL SOCIETY, INC.** (hereinafter "Historical Society") and **PARK CITY MUNICIPAL CORPORATION** (hereinafter "City").

WITNESSETH:

WHEREAS, as part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City; and

WHEREAS, organizations must meet certain criteria in order to be eligible for a special service contract – accountability and sustainability of organization, program need and specific City benefit, fiscal stability and other financial support, and fair market value of the service; and

WHEREAS, service providers are eligible to apply for a special service contract every biannual budget process and the City will award special service contracts through a competitive bid process administered by the Special Service Contract Subcommittee and City staff; and

WHEREAS, pursuant to Section 10-8-2(1)(e) of the Utah Code Annotated and after public hearing, the City Council authorizes the provision of City services/facilities herein to a non-profit entity, regardless of the consideration Park City receives in return; and

WHEREAS, pursuant to Sections 10-8-2 and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds herein is consistent with the Park City General Plan, and provides for the safety, health, prosperity, comfort, or convenience of the inhabitants of the City; and

WHEREAS, notwithstanding the recitals above, the City desires to provide grant funds to various non-profit organizations in exchange for services provided to the community equal in current fair market value to the City's contribution; and

WHEREAS, the City Council evaluated and approved the special service contract request by Historical Society, for rent contribution for the service at 528 Main Street.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, that parties agree as follows:

ARTICLE I
TERM AND ALLOCATION

Historical Society shall have a special service contract with a term of two years and will be renewed unless significant changes are made in the Historical Society's, Park City Museum Expansion Program, Attachment A or lease term, for each year of their lease.

TOTAL rent contribution amount for FY 2004:	$17,919.00
TOTAL rent contribution amount for FY 2005:	$17,919.00

ARTICLE II
SERVICES TO THE COMMUNITY

In exchange for the City's contribution, Historical Society will benefit the residents and guests of Park City by providing the City with the following as outlined in the attached Historical Society Museum Expansion Program attached hereto and incorporated herein by reference as Attachment A:

- Information on Park City's history;
- Exhibitions of Park City history;
- Preserve Park City historic artifacts; and
- Educational programs

Both parties agree that the above services provided to the community represent a good faith exchange of current fair market value for the City's contribution.

ARTICLE III
PERFORMANCE REVIEW

Historical Society shall provide the City Council with a semi-annual report updating the Council on fundraising, program and exhibit goals met within the Historical Society Timeline, attached hereto and incorporated herein by reference as Attachment B. The City Council may terminate this Agreement upon finding that the Historical Society failed substantially to meet the schedule.

ARTICLE IV
HOLD HARMLESS/NO AGENCY

Historical Society agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from and against all losses and expenses, including costs and attorney's fees, resulting from any injury, including death, to any person or damages to property of others arising out of the acts or omissions of Historical Society in the performance of work under this agreement. Historical Society is an independent entity and nothing herein shall be construed to create any agency, nor employee relationship with the City.

ARTICLE V
DISSOLUTION

On dissolution of the organization or project, any remaining funds attributable to the City shall revert to the City. The permanent collection owned by the Historical Society shall be offered to the City prior to being disposed of to a third party.

ARTICLE VI
RECORD KEEPING/AUDIT

Historical Society agrees to keep accurate books and records of expenditures related to its operation. The City or its independent auditor reserves the right to conduct its own audit of books and records at reasonable times and places during ordinary business hours. If the special service contract money has not been used as agreed herein, the City shall be entitled to a full or partial refund of the special service contract money.

ARTICLE VII
AMENDMENT

This Agreement may be amended with the approval of the City Council and Historical Society. This Agreement may not be amended, except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VIII
EFFECTIVE DATE

The effective date of this Agreement is the date first written above.

PARK CITY MUNICIPAL CORPORATION

____
Thomas B. Bakaly, City Manager

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
Timothy C. Twardowski, Assistant City Attorney

PARK CITY HISTORICAL SOCIETY

____
Cindy Matsumoto, Board President

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of September, 2003, before me, the undersigned notary, Cindy Matsumoto personally appeared, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that she signed it voluntarily for its stated purpose as Board President for The Park City Historical Society, Inc., a non-profit corporation.

____
Notary Public

City Council
Staff Report

Author:	**Mark Christensen**
Subject:	**Final Open Space Bond Resolution – General Obligation Bonds, 2003 Series**
Date:	**September 11, 2003**
Type of Item:	**Legislative/Administrative**

BUDGET, DEBT, AND GRANTS

Summary Recommendations: The City Council should consider and approve a resolution that does the following:

1. Confirms the sale and authorizes the issuance of approximately $5,000,000 principal amount of General Obligation Bonds, Series 2003. These Bonds will be used to finance Open Space.
2. Providing for other matters relating to the bond sale.
3. Authorize the Mayor and City recorder to facilitate the closing of the bond, which includes executing closing documents.

Description:

A. Topic: Final Open Space Bond Resolution

B. Background: On November 6, 2001, Park City held a Bond Election where voters approved a $10,000,000 General Obligation Bonds to purchase and forever preserve Open Space. On July 17, 2003, Council passed a parameters resolution which outlined the details of the bond sale. In August, the three rating agencies, Moody's, Standard and Poor's, and Fitch affirmed the City's General Obligation Bond Rating of Aa3, AA-, and AA- respectively.

On September 10, 2003, the Park City Open Space 2003 Series Bonds will be offered at a competitive bond sale. After the sale staff will provide to Council the details of the sale in the form of a final bond resolution with all of the information regarding the best bid (under a separate cover). It is necessary to provide information in this manner because the bids are only valid for 2 days until Council approval. Pursuant to Council direction in June, Staff has certified the Park City property tax rate for CY2004 to incorporate a debt payment of $416,000 beginning in May of 2004.

C. Analysis: On September 11, 2003, Council will be asked to adopt a resolution that will confirm the competitive bond sale, and authorize the issuance of approximately $5,000,000 principal amount of the Open Space General obligation Bonds, Series 2003. A draft of the resolution is attached. The resolution establishes the details of the bond sale such as:

1) Size: The resolution sets the maximum amount of the bonds at $5,000,000.

2) Length to Maturity: The maximum length to maturity cannot exceed 15 years as approved by the voters. The 15 year limit begins from the point of issuance for each series. This means that this series will mature in 15 years.

3) Interest Rates of the Bond Coupons: The resolution states that no single coupon of the bond issue can exceed 5 percent. When the bonds are sold, they will be structured in such a way that different maturities will have different interest rates. This parameter means that the coupon with the longest maturity will not have an interest rate of greater then 5 percent.

4) Maximum Discount: In addition, the resolution sets the maximum amount of discount for which the bonds can be sold. The 2 percent parameter is again conservative, and the discount rate should be less than that amount.

D. Department Review: Budget and Debt, City Manager, Legal, and Finance.

Alternatives:

A. Approve the Request: Adopting the Final Bond Resolution will confirm the sale and authorize the execution of all related matters.

B. Deny the Request, Continue the Item, or Do Nothing: Failure to adopt the Final Bond Resolution will abandon the sale and prevent the City from issuing this debt series at this time. Staff will need direction from the City Council as to how they would like to proceed if the resolution is not approved as the property tax rate has been calculated to incorporate a $416,000 debt payment for May 2004.

Significant Impacts: Adoption of this resolution will allow the City to proceed with the issuance of the bonds and complete the purchase of Open Space property currently under contract.

Consequences of not taking the recommended action: Not adopting the resolution will impact the City's ability to fund the Open Space property currently under contract.

Recommendation: Approve the Final Bond Resolution (under separate cover) for Open Space; confirm the sale; and authorize the issuance of debt related to the Open Space 2003 Series.

DATE: September 11, 2003
DEPARTMENT: Human Resources
AUTHOR: Kim Leier, Human Resources Manager
TITLE: Policies and Procedures Manual Revisions
TYPE OF ITEM: Administrative

SUMMARY RECOMMENDATIONS: Adopt a resolution revising the Policies and Procedures Manual.

A. Topic: Recommendations for revisions to the Policies and Procedures Manual.

B. Background:
The recommendations for revision to the employee Policies and Procedure manual are the culmination of more than six months of input from the Policies and Procedures Task Force, City Manager, Legal Department, management, Human Resources and Council.

C. Analysis:

Consistent with the City's commitment to responsibility and accountability for all employees, it is important that the employee policies and procedures be clear and consistent and up to date.

In April a Policies and Procedures task force was formed to address recommendations for revision to the Policies and Procedures manual. The task force consisted of Anita Sheldon, Pace Erickson Eric DeHaan, Denise Payne, Mark Christensen, with staff support from Human Resources and the Legal Department. The task force's goal was to represent their fellow employees and to address changes needed in the current policies and procedures manual. The most significant changes include:

- Sick leave policies
- Overtime calculations
- Educational assistance,
- Vacation policies and pay out policies
- Medical maternity and paternity policies
- Bereavement leave
- Short and long term disability benefits.
- The Family Medical Leave Act (FMLA)
- Health Insurance Portability and Accountability Act (HIPAA)
- At will employment
- Fitness for Duty
- Use of City vehicles
- Doctor's certifications for second opinions
- Progressive discipline procedures

Human Resources and members of the Task Force recently met with Council resulting in minor changes such as creating a benefits table and semantic changes. Those revisions are reflected in the attached document.

Council also asked the task force to look at research and revisions of a number of specific topics including:

- Sick Leave – Research Paid Time Off, (PTO) Leave Banks, Accrual, etc.
- Vacation payout hours – Appropriate amount of pay out on vacation hours.
- Drug testing policies.
- Part time benefit options, domestic partner benefits.

D. Department Review:

Policies & Procedures Task Force, Legal Department, Human Resources, Management Team, City Manager, City Council

ALTERNATIVES:

a. Approve the Request:
The recommendations and revisions to the Policies and Procedures manual will go into effect immediately upon Council approval. Employees will be issued a copy of the new manual and will be required to sign that they have received a copy of the updated manual and that they are required to review and understand the policies within.

b. Deny the Request:
The recommendations and revisions will not go into effect and may result in noncompliance with a number of federal and/or state regulations and diminish the City's ability to provide direction and/or enforce employee policies and procedures.

c. Continue the Item:
Review of the Policies and Procedures Manual will continue. The task force can address any continuing concerns Council may have.

SIGNIFICANT IMPACTS:
Revisions will bring the manual into compliance with federal and state regulations such as the Family Medical Leave Act (FMLA) and Health Insurance Portability and Accountability Act (HIPAA).

Utah continues to be an at-will employment state and Park City has always been consistent with the state and an at-will employer. Changes at the state level since 1999 requires the proposed at-will language in order to remain consistent with the State of Utah.

Changes in the employee evaluation process to include June & December reviews for regular status employees is recommended. This will replace the current evaluation process which stipulates reviews are due on the employee's anniversary date. This is meant to streamline the evaluation process and address perceived pay inequities because of different employee evaluation dates.

Medical Maternity and Paternity Leave have been specifically addressed to comply with the Family Medical Leave Act regulations and to mirror other "family friendly" organizations.

Sick leave will no longer be covered at 100% until long term disability commences. Employees will be insured under a short term disability plan until they qualify for long term disability. The changes will allow the City to comply with the current Family Medical Leave Act guidelines, and attempt to reduce sick leave costs. The quarterly sick leave bonus eligible to non-exempt employees is being raised to reward those employees who do not use sick leave.

Currently any terminating employee is paid 100% of their entire vacation bank balance. This has become increasingly more cost prohibitive as employee tenure increases. The new policy will cap the amount of vacation hours an employee is eligible to be paid upon termination.

What types of hours qualify for overtime has also been addressed. It is recommended that vacation hours no longer qualify towards overtime.

RECOMMENDATION:
Adopt resolution approving recommendations and revisions to the Policies and Procedures Manual of Park City Municipal Corporation. Manual will be reviewed annually for recommendations and/or revision.

Resolution No.

A RESOLUTION ADOPTING A REVISED PERSONNEL POLICIES AND PROCEDURES MANUAL, DATED SEPTEMBER 11, 2003 FOR PARK CITY MUNICIPAL CORPORATION

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

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

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

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

SECTION 1. ADOPTION . The Revised Personnel Policies and Procedures, dated September 11, 2003 attached hereto, are hereby adopted, replacing all others previously adopted.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption by the City Council.

PASSED AND ADOPTED this 11TH OF SEPTEMBER

PARK CITY MUNICIPAL CORPORATION

____

Mayor Dana Williams