PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 30, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, June 30, 2005.

Closed Session – Executive Conference Room
3:00 p.m. Property and litigation

Work Session – City Council Chambers
4:30 p.m. Council questions/comments
4:45 p.m. Joint meeting with Planning Commission

- Outdoor display of merchandise
- IHC

Regular Meeting – City Council Chambers
6:00 p.m.
I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Swearing-in of Officer Vai Lealaitafea

2. Resolution extending the Mayor's and City Council's appreciation of the patriotic commitment of United States Marine Corps Sergeant Jessica Nelson for her service to our country

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

IV WORK SESSION NOTES AND MINUTES OF MEETINGS OF MAY 26, JUNE 2 AND JUNE 9, 2005

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving the Arrow Leaf Condominium Record of Survey Plat, Park City, Utah **(motion to continue to July 7, 2005)**

2. Ordinance approving the Henderson Subdivision creating one lot of record out of a metes and bounds parcel located at 1499 Park Avenue

3. Intermountain Mustang Master Festival License to be held August 12 – 14, 2005 and closure of Main Street from 9th Street to Heber Avenue on August 13 from 6 a.m. to 3 p.m.

VI CONSENT AGENDA

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4. Resolution celebrating KPCW's 25th Anniversary

5. Outdoor dining lease for 412 Main Street, Bistro 412

6. Outdoor dining lease for 227 Main Street, Uptown Fare

7. Authorization to staff to enter into a contract with Turf Sprinkler Co., in a form approved by the City Attorney, for the irrigation system upgrade at City Park, in an amount not to exceed $112,720

8. Resolution approving an inter-local agreement with BackNET and the Park City Police Department to become a member of the drug task force

9. Termination of lease with Utah Escapades for space located at 514 Main Street

10. Historical Society lease amendment

VII OLD BUSINESS

Resolution adopting revised Personnel Polices and Procedures Manual, dated July 1, 2005 for Park City Municipal Corporation

VIII ADJOURNMENT

Posted: 06/27/05
See www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
PARK CITY COUNCIL TENTATIVE MEETING SCHEDULE

July 2005

7 Ribbon-cutting – dirt bike jump
Board interviews
Ordinance - 205 Woodside Avenue plat amendment – Dave
Ordinance – 1326 Park Avenue plat amendment
Title 12, Sign Code public hearing – motion to continue
Sensitive Lands Ordinance – public hearing
Park Meadows Well water treatment design contract
Sound garden MFL – August 11 – City Park – public hearing/action
Transit Center Land Match Resolution
Conveyance of sanitary sewer easement located between Fairway Hills and the National Ability Center to Snyderville Basin Water Reclamation District

14

21 Kay gone
Quarterly goals update – work
Resolution adopting a strategic plan for City-owned properties
MFL – Literary Festival
Ordinance – 1825 Three Kings Drive, Spiro Condominiums Building A – Record of Survey Plat - Kirsten

25 Pioneer Day

28 **No meeting**

August 2005

4

11 **No meeting**

18 Award of parking services contract

25

September 2005

1

5 Labor Day

8 Election Judge appointment (if Primary)

15

22

29

October 2005

4 Primary Municipal Election Day *(tentative)*

6 Election Judge appointment (if not done for Primary)

11 Official Primary Election Canvass *(tentative)* (Canvass must take place no sooner than 3 days and no later than 7 days after the election 20A-4-301(2)

13

20

27

November 2005

3
8 Municipal Election Day
10
15 Official Election Canvass *(Tentative*)
17
24 Thanksgiving

December 2005

1
8
15
22
29

Pending Items:

KPCW 99 year lease
General Plan update
Regional bus service SLC
CDBG preliminary hearing – July
LMC amendments – Section 15-2.21-10 Sensitive Lands Overlay District
LMC amendments , Title 15, Chapter 2 – outdoor merchandise
Conveyance of easement from Iron Mountain & Associates

City Council & Planning Commission Joint Meeting

Planning Department

Author: Jonathan Weidenhamer
Subject: Outdoor Display of Merchandise
Date: June 30, 2005
Type of Item: Informational update

Summary Recommendation:
Consider a dialogue on anticipated LMC amendments to regulations on Outdoor Merchandising.

Background
Staff received direction from the City Council on May 26, 2005 to loosen existing regulations on Outdoor Merchandising. In general, the direction received considered:

- Allowing merchandise to be displayed outside on private property
- Allowing display through LMC regulation with an Administrative Conditional Use Permit
- Prohibiting merchandise from impeding sidewalks
- Allowing only merchandise that is available in the proprietor's store to be displayed
- Expansion of types of allowed exceptions (bikes, kyaks, etc.) to include motorized scooters, and other recreational – related items

Land Management Code amendments require a recommendation from the Planning Commission prior to Council consideration. These amendments are scheduled for the July 12 Planning Commission agenda, and July 21 City Council agenda. Attached as Exhibit A is the May 26, 2005 staff report and work session meeting minutes (Exhibit B).

Exhibit A – 5/26/05 City Council Work Session Minutes

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 26, 2005

2. Outdoor display of merchandise. Jonathan Weidenhamer explained that staff was directed to consider loosening regulations on outdoor displays to help promote vitality in the business community. Current ordinances prohibit the outdoor display of merchandise as businesses must operate out of a fully enclosed building with limited exceptions, including outdoor and sidewalk dining, display of kayaks, bikes, and canoes, and sidewalk sales. Merchants are allowed to hold five sidewalk sales a year for durations of five days for a minimal fee of $5 per sale; there are no building code regulations or special reviews. He continued that staff conducted a public input session on April 26 and referred to information on the meeting in the packet.

A change in regulations relates mainly to the summer season and because each business district is unique, the approaches may vary in different areas. Departments involved in this topic include Police, Public Affairs, Legal, Building, Planning, and Finance. Alternatives include (1) enhancing sidewalk sales by amending the Municipal Code, (2) doing nothing, (3) adding allowed exceptions by amending the Land Management Code, and (4) allowing a temporary trial period with minimal regulations. Staff has significant concerns with the last option. Mr. Weidenhamer explained that the existing ordinance provisions were created to ensure a functional streetscape. The recommended change to the LMC is to include scooters as an allowed exception to outdoor rentals. He warned that the more regulations are opened up, the more difficult they are to enforce. He reviewed staff's recommendation to enhance the sidewalk sale alternative, which already exists, and to license merchants similar to outdoor dining where applications are required to meet criteria. The Mayor invited public input.

Tressa McClain, owner of Tressa's Design and Replay Consignment, pointed out that without outdoor displays, people think businesses are closed. She put flowers outside and a table for employees and was fined by the Building Department.

Mike Sweeney, President of HMBA, thanked staff for accommodating the meeting where there were good exchanges of ideas. He ranked options at #4, #3, #2, and #1. Businesses are not only asking for outdoor sales, but a way to attract patrons using outdoor displays and to add a more festive atmosphere to the street. The HMBA has volunteered to monitor merchants, and although #4 is difficult to police, he encouraged Council to allow it for a summer. Mr. Sweeney felt that the trial for sandwich signs in plazas went well.

Jon Weidenhamer explained staff's negative reaction to #4 and cautioned that once regulations are abandoned, it is difficult to reinstate them. Mark Harrington interjected that this relates to the regulation of public spaces in the constitutional sense and practices that have been tested in court are utilized by the City. These include special event concessions for a limited duration, and sidewalk sales with time, manner, and place restrictions. The City allows exceptions and prohibits certain activities which are constantly be challenged in this jurisdiction and the City Council should be aware that any *opening of the door* for exceptions and prohibitions will increase the City's risk of losing legal battles relating to temporary vending permits, conducting business within an enclosed building, hawking, etc. Regulations must relate health, safety, and welfare concerns and Park City specifically focuses on aesthetics and promoting pedestrianism. He cautioned that activities that are counter to those goals become very hard to justify when denying an application.

Ron Ivie strongly encouraged Council to approve legislation that is enforceable and the rules need to be precise and if that is the case, staff will be supportive. Enforcement officers can not interpret vagueness. He agreed with staff's comments that if relaxing regulations is unsuccessful, It is difficult to recover.

Kay Calvert asked about the violation Ms. McClain referred to for putting a table and flowers outside. Michelle Downard, enforcement officer, stated that there is nothing wrong with placing a table and flowers outside of a business. However, there is a problem when for-sale goods are displayed with price tags which occurred in this case. Ms. Calvert disagreed with staff and supported Mike Sweeney's priorities for options. She asked at what point businesses need to suffer to the extent that they might leave and criticized staff for not reporting back to Council on the sandwich board sign trial last winter. Tom Bakaly responded that the allowance was narrowly defined to plazas as opposed to Main Street. Kay Calvert agreed that not many businesses used the sandwich board signs and expressed that loosening regulations is not something to fear. In response to a question regarding controlling timeshare solicitation on Main Street, Mark Harrington explained that the City's interests are better defended if all commercial speech is prohibited in an area. Any expanded exceptions in the ordinance will be available to solicitors. If commercial speech is allowed for for-sale or display items, there has to be a legally defensible reason for prohibiting the conduct for some businesses, i.e., pedestrian flow, snow removal, or aesthetics. The City must demonstrate its authority to regulate and to distinguish treating businesses differently. Kay Calvert insisted that it is important to listen to the arguments of the business community and there must be some kind of compromise. The *all or nothing approach* will hurt businesses.

Mark Harrington explained that in the bigger view of things, there have been great strides made in creating a pedestrian friendly town that makes Park City's shopping environment unique and attractive to a certain type of patron. A higher degree of street peddling, displays, etc. are typical in commercial districts in large cities, and staff believes that providing a hassle free uninterrupted experience on Main Street is a greater good and worth preserving. He pointed out that everyone has the same goals. Allowing displays at entry ways is untested and present a risk to the greater good of the entire streetscape. The City Manager interjected that sidewalk sales may be an under-utilized tool and this may be an opportunity to get beyond the *all or nothing approach*. He emphasized that a proposal to display balloons and vehicles to attract attention is a sign code discussion. Candace Erickson agreed that in some business areas, it is difficult to determine if businesses are open. Main Street is different and nothing should go on the sidewalk except for the occasional sidewalk sale. However, there are buildings with private property off the sidewalk or a deck on Main Street that may accommodate some sort of display, but the sidewalks are too narrow. Jim Hier agreed with Ms. Erickson and did not support #4 as the preferred approach; it important to have a defensible LMC. In the past, the City has conducted seasonal trial periods with a one year review period to evaluate and he hoped that merchandise could be defined without including solicitation or verbal speech. He expressed concerns about adding exceptions for the display of non-motorized vehicles, like scooters, because this section will be continually modified and updated and suggested allowing the display of merchandise for every licensed business as long as it isn't in a public right-of-way, doesn't impede traffic, etc. Marianne Cone pointed out that sidewalk sales must be applied for by a merchants association which may eliminate some businesses and seems discriminatory. She also pointed out that a rack of merchandise on the sidewalk is not particularly attractive. Jon Weidenhamer felt he could craft criteria, much like a CUP for outdoor displays. Mr. Hier favored this approach and suggested that perhaps the license could be a temporary CUP. Joe Kernan encouraged staff to accomplish all of the goals that Council members are throwing out there and agreed with Marianne Cone's comment about sidewalk sales not looking good. He hoped there is a way to display merchandise so that it is not on the sidewalk but perhaps allow displays in the foyer or in front of the building. Self-policing by merchant groups is also added protection.

Monty Coates, HMBA, acknowledged that creating a list of what is allowed and not allowed would be difficult to enforce and suggested forming a committee to formulate guidelines and grant licenses. This would take the burden off the City's enforcement officers. Jim Hier asked for an example of an inappropriate product to display other than aggressive solicitation. Tom Bakaly explained that the display of vehicles during Sundance created conflicts with the Code. There was discussion about only being allowed to display merchandise outside that is sold inside the building. The majority of Council seemed to favor allowing outdoor displays on private property. Tom Bakaly added that a change to outdoor displays may be similar to the sandwich signs allowance where the criteria will not benefit every business. Joe Kernan felt it important not to impede sidewalks.

Jon Weidenhamer pointed out that the existing code provisions for outdoor exceptions allow the use of private or leased public property, which is common for sidewalk dining. In response to a question from Monty Coates, Mark Harrington explained that a licensed timeshare seller has the right to purchase a sidewalk sale permit, although it hasn't been a practice. It was pointed out that sidewalk sales can occur on public property. Mark Harrington emphasized that with regard to Mr. Coates' comments about a board processing applications, the Council can not delegate authority to a committee to approve or disapprove. He added that private property often extends into the sidewalk and property lines are not clearly defined on historic Main Street. There was discussion about plazas being private. Jonathan Weidenhamer understood Council direction to be to accommodate the seasonal display of outdoor merchandise by formulating criteria, similar to sidewalk dining, where there is protection of the City's right-of-way and aesthetic considerations. Council seemed to agree that it should not occur on sidewalks or public property, unless leased. Kay Calvert encouraged drafting clear ordinance language for the benefit of the enforcement officers. Mr. Bakaly confirmed that the outdoor display must be for-sale merchandise.

EXHIBIT B – May 26, 2005 Work session Update to Council Staff Report

City Council Staff Report

PARK CITY 1884

Planning Department

Author: Jonathan Weidenhamer
Subject: Outdoor Display of Merchandise
Date: May 26, 2005
Type of Item: Informational update & request for direction

Summary Recommendation:
Review and discuss alternatives for Outdoor Display of Merchandise and provide direction on a preferred alternative. The Council may consider taking public input on this topic.

Background
Staff has received ongoing requests aimed at increasing business, revenue, and vitality by loosening existing ordinances on outdoor display of merchandise. The HMBA as well as merchants in all commercial districts in town continue to press for revisions to existing ordinances (Exhibit C). The Prospector merchants have also submitted a petition with over 90 signatures supporting revisions to existing outdoor merchandising ordinances. This update does not consider the Sign Code, the Noise Ordinance, or outdoor art. The City's initial economic development visioning sessions identified outdoor merchandising as a potential way to increase vibrancy and promote off-season business opportunity.

This issue was discussed by the City Council during their August 12, 2004 work session (Exhibit D – minutes). The Council provided direction to staff to continue to investigate alternatives, with the first step being a community input session. Staff hosted a public input session on this topic on April 26th 2005. There were approximately 18 attendees, consisting mostly Main Street and Prospector business owners. Many ideas and suggestions were voiced (exhibit C).

Section 15-2.6-12 of the Land Management Code (LMC) clarifies that the Outdoor Display of Goods is generally prohibited, with specific enumerated exceptions. Section 4-3-2 of the Park City Municipal Code requires all business Citywide to be conducted within a fully enclosed building except for outdoor dining and other permanent conditional uses, which are permitted by the LMC (Exhibit A). On Main Street, those conditional uses are, Outdoor Dining, Outdoor Grills/Beverage Service Stations, Outdoor Storage and Display of Bicycles, Kayaks, and Canoes, and Outdoor Events and Music. Staff seeks direction tonight if the Council would consider expanding this list to include motorized scooters. The only other exception is in the Municipal Code, Section 4-3-10 Outdoor Sales, which currently allows for 5 sidewalk sales per year, each lasting up to 5 days each.

Analysis
At this time staff has discussed a number of different options. Each option discussed has pros and cons. The following will provide analysis on each option that staff has considered. The options are presented in order of level of support by staff.

1. Municipal Code Changes – Enhanced Sidewalk Sales (Staff's recommendation)
Increase the level of flexibility in existing regulations on sidewalk. The Municipal Code, Section 4-3-10 Outdoor Sales, currently allows for 5 sidewalk sales per year, each lasting up to 5 consecutive days – at a cost of $5 per sale. There is no other associated regulation on type, location, amount, etc. of merchandise, nor a differentiation of private v public property. The only stipulation is that a sidewalk sale must be promoted by a merchants association. If this provision is kept, the associated merchants' associations will need to have a more active role.

- Pros – This would likely be the simplest way to provide additional flexibility to existing ordinances without heavily impacting our ability to regulate other outdoor uses and/or displays.
- Cons – Municipal Code changes would have to be scheduled for an upcoming Council agenda. If this is the preferred direction, Staff recommends additional criteria be added to the existing Code to protect the public and the City from any public nuisance. This could be similar to the sidewalk dining program. Research would have to be conducted on the appropriate number of days and timeframes for any expansion, so that we don't pick an arbitrary number.

In 2004, 36 licenses were issued for sidewalk sales, 22 on Main Street and 14 in other areas of town. So far in 2005, the City has issued 11 sidewalk sale licenses (Exhibit E). Existing regulations allow for 25 annual days of sidewalk sales. Potential options maybe to reconfigure this number to allow greater flexibility (i.e. 9 sales a year for 3 days at a time = 27 days); or increase the number of total allowable days (12 sales a year for 3 days at a time = 36 days – or 3 months worth of summer weekends.

If this alternative is Council's preference, Staff's seeks direction on:

1. Continuation of existing regulation that a sidewalk sale must be promoted by a merchants association.
2. In general, the preferred amount (days) and duration (# consecutive days) of sidewalk sales.

2. Do Nothing
The Planning and Building Departments remain acutely aware of the potential negative implication of loosening these existing regulations and do not support amending the existing regulations. Existing code generally prohibits outdoor display. This is easy to understand, explain, and enforce. It has been a very successful model for this community. Park City's Historic Main Street area continues to be recognized for its

quality visual and pedestrian experience in resort-based travel and national resort planning literature. Existing regulations are one of the main reasons the Olympic Main Street venue was so successful. Expanding outdoor display may negatively impact the City's quality Historic District and resort character by expanded outdoor attention getting techniques rather than focusing on a high standard of urban design and promotion of unique resort commercial opportunities.

- Pros – More permissive display of outdoor activity impacts the City's regulatory authority on a number of other fronts, including prohibiting conducting business on the sidewalk, and display of art or other goods.
- Cons – This would prohibit display of outdoor merchandise except under existing sidewalk sales allowances. The Municipal Code Compliance Officer will likely bear the brunt of an expanded outdoor merchandising ordinance.

<u>3. Land Management Code Changes – Additional Allowed Exceptions</u>
This option would be to allow outdoor merchandising as an exception to the LMC stipulation that all goods and services must be within an enclosed building. Staff's research has found that at least one other resort town has had success with this method. Staff would attempt to identify specific types of merchandise that could be permitted to be displayed with specific review criteria.

- Pros – This would allow merchants a way to display outdoor merchandise.
- Cons - The Planning and Legal Departments continue to be concerned that trying to differentiate between allowing certain types of displayed merchandise and outdoor activities, while prohibiting others, significantly reduces our ability and effectiveness of enforcing our ordinance. To manage this effectively, it is likely that lengthy, specific criteria and regulation would be necessary. These code amendments would likely place a burden on The Building Department's Code compliance staff and require additional resources.

- Motorized Vehicles/Other outdoor goods – Through discussions with Staff has preliminarily supported expanding motorized scooters in the list of allowable exceptions along with bikes, kayaks, and canoes. These types of merchandise are all used outdoors. Other outdoor specific products may also be included, such as patio furniture, tents, and skis. We are seeking direction tonight on this topic.

<u>4. Temporary trial period of minimal regulation</u>
This option would create a temporary reprieve from existing regulation for a fixed period of time via sunset provision. Only permission from the Building and Engineering Departments would be necessary to ensure that a public nuisance would not be created.

- Pros - This would give merchants the opportunity to be creative, and would give Park City a chance to measure if revenues increase with unregulated outdoor merchandising.
- Cons – The Legal Department has cautioned staff that such action could have far reaching and unintended impacts on the City's ability to regulate other outdoor uses and/or display. It would also be difficult to reel this in once the door is

opened. The burden would be on the City to prove some kind of health, safety, and welfare is compromised; the doors to other potential undesirable outdoor activity would be opened.

Department Review: The City Manager's Office, Public Affairs, Planning, Police, Building and Legal Departments have reviewed this report.

Alternatives:

A) Direct Staff to pursue one of alternatives 1 – 4;
B) Direct Staff to pursue an alternative not listed.

Recommendation #1:
Staff's recommendation is option 1, increased flexibility with Sidewalk Sales

Recommendation #2 on display of motorized scooters
Consider providing direction to expand the list of allowable exceptions for outdoor display of goods to include motorized scooters; and discuss other goods that are generally used outdoors.

Exhibits
Exhibit A – Existing ordinances relating to Outdoor Display
Exhibit B – Community Input Meeting – list of attendees and ideas
Exhibit C – Letter from the HMBA *(not included)*
Exhibit D – City Council work session minutes 8/12/04 *(not included)*
Exhibit E – List of 2005 licensed sidewalk sales *(not included)*

Exhibit A – Existing Regulations

Municipal Code

CHAPTER 3 - PEDDLERS AND SOLICITORS LICENSING
4- 3- 2. BUSINESS CONFINED TO ENCLOSED BUILDING.

Except as authorized by this Title, all businesses within Park City are to be conducted within a fully enclosed building, except for outdoor dining or other permanent conditional uses which have been given approval under Title 13 Land Management Code.

4- 3A- 7. ART EXHIBIT FOR SALE ON PUBLIC PROPERTY**.**

It is the purpose and object of this chapter that the City establishes reasonable and uniform regulations governing the registrations and manner of operations of artists using available City property in Park City. This chapter shall be construed to protect the legitimate and important governmental interests recognized by this chapter in a manner consistent with constitutional protectoins provided by the United States and Utah Constitutions. The purpose of these regulations is to provide for the regulation and registration of artists within the City in a manner which will protect the property values of surrounding businesses and neighborhoods, and residents from adverse secondary effects, while providing to those who desire to exhibit their works of art for sale the opportunity to do so. This chapter also aims to prevent and control the adverse effects of artists who exhibit their artistry in public places, including without limitation, creating visual blight and aesthetic concerns; blocking reasonable access and sight easements to businesses; preventing the free flow of vehicular and pedestrian traffic in the City's narrow, historic Main Street sidewalks; and forcing citizens to be exposed to unwanted and unwelcome messages, with no avenue of escape. These strong substantial and compelling governmental interests compete with public and private interests in freedom of expression and the private commercial interests of artists and the interests of the public. Therefore, the City desires, in reasonable time, place and manner regulations which are content neutral, to balance those interests, and thereby protect the health, safety, and welfare of the citizens and guests of Park City, preserve the quality of life, and preserve the property values and character of the surrounding neighborhoods.

(B) EXHIBIT FOR SALE ON SIDEWALKS PROHIBITED.

No artist may exhibit for sale his or her art on public streets, sidewalks, or public property other than specifically designated available City property as set forth in this chapter. It is unlawful to exhibit art for sale on publicly owned sidewalks. Furthermore, it is unlawful to exhibit art for sale without a license under this chapter or chapter 8, in park strip areas, pocket parks, and City-operated or otherwise public parks

4- 3-10. OUTDOOR SALES.

The Finance Department may grant a license to regularly licensed Park City businesses, excluding restaurants and food and beverages services, to hold outdoor sales five (5) times a year for a duration of no longer than five (5) days for each outdoor sale, either within the business' own property or on public sidewalks or streets adjoining the business…

(B) PROMOTION BY MERCHANT'S ASSOCIATION. An association representing tenants in a shopping center or other merchant's association representing the businesses in a specific area may apply for an outdoor sale license for the members of that association by providing a list of the merchants participating, and paying a fee which shall be in lieu of and not in addition to the fee assessed against individual businesses.

Land Management Code - HCB District

15-2.6-12. GOODS AND USES TO BE WITHIN ENCLOSED BUILDING.
(A) OUTDOOR DISPLAY OF GOODS PROHIBITED. Unless expressly allowed as an Allowed or Conditional Use, all goods including food, beverage and cigarette vending machines must be within a completely enclosed Structure. New construction of enclosures for the storage of goods shall not have windows and/or other fenestration which exceeds a wall-to-window ratio of thirty percent (30%). This section does not preclude temporary sales in conjunction with a Master Festival License, sidewalk sale, or seasonal plant sale. See Section 15-2.6-12(B)(3) for outdoor display of bicycles, kayaks, and canoes.

(B) OUTDOOR USES PROHIBITED/EXCEPTIONS. The following outdoor Uses may be allowed by the Community Development Department upon the issuance of an Administrative Permit. The Applicant must submit the required Application, pay all applicable fees, and provide all required materials and plans. Appeals of departmental actions are heard by the Planning Commission.

(1) OUTDOOR DINING. Outdoor dining is subject to the following criteria:
(f) No Use after 10:00 p.m.
(2) OUTDOOR GRILLS/BEVERAGE SERVICE STATIONS. Outdoor grills and/or beverage service stations are subject to the following criteria:
(3) OUTDOOR STORAGE AND DISPLAY OF BICYCLES, KAYAKS, AND CANOES.
(4) OUTDOOR EVENTS AND MUSIC. Outdoor events and music require an Administrative Use permit. The Use must also comply with LMC Chapter 15-1-10, Conditional Use Review. The Applicant must submit a Site plan

and written description of the event, addressing the following:
(b) No violation of the City Noise Ordinance, Municipal Code Title 6.

Exhibit B

List of Attendees at the Community Input Meeting April 26th, 2005.

1. Bill Malone
2. Monty Coates
3. Lynne Young
4. Joe Kernan
5. Tressa McLane
6. Peter Zakarian
7. Mike Imonti
8. Dave Schaffner
9. Kate Doordan
10. Karen Mc Comb
11. Maren Bargreen
12. Ken Davis
13. Ken Whipple
14. Jesse Shetler
15. Mike Sweeney
16. Monica Rafferty
17. DeVon Stanfield
18. Kay Calvert

COMMENTS RECORDED FROM THE COMMUNITY INPUT MEETING APRIL 26TH, 6:00PM-8:00PM LOCATED IN THE OLD MINERS HOSPITAL

Displaying scooters for rent (generating summertime business)

- Renting space in front of stores for display
- Add motorized vehicles to list of 'allows items for display'

Increase vibrancy on street during summer to promote off-season business. (May 1-Oct. 1)

Increase permission to display outdoor merchandise to …(More than 5 days)

Allow displaying merchandise that is pertinent to business.

Consistency of application of code

Displaying items on tables/stands

Importance of attracting eyes to business

More enforcement officers needed?

Make Main Street fun-not a flea market.

- Creativity needed
- Bring activities (fun and Interesting)

Parking requirements are different in summer

How much (merchandise) is too much?
- How is this defined?

Defined geographically?
- ie.- unique guidelines for main st vs. Park City Plaza

- Private property vs. City owned

- Define display amounts by square footage/street frontage

- Case by case or broad guidelines

Season based rules

Display cabinets (part of sign code)

Temporary (experimental) liberalization of guidelines….(6 months)?

Promote business in store by displaying merchandise-no sales on street
What is Aspen doing? Can we learn from them?

Enhancing/beautifying should be encouraged

Provide options to merchants (don't just enforce)

HMBA involvement

Attractions/movement/balloons- color should be permitted

- Drawing attention to events

Presenting merchants ideas to some sort of Board-or neighboring businesses.

Criteria checklist
- Is display idea valid/appropriate?

- (Determined by neighboring businesses)

Establish temporary/experimental guidelines by Memorial Day

Update re: “sign experiment”

Form a sub-committee of HMBA to analyze proposed display of merchandise.

(5) OUTDOOR DISPLAY OF ART.

OUTdoor display OF ART FOR SAle by ART GAllERIES ARE Subect TO THe Following CRiTERiA.

(a) THe display AREA must be ON PRIVATE PROPERTY AJOINING gAllery building AND does NOT impede pedestrian CiRCulATiON.

(b) ART MAY be displAyed ON gAllery building.

(c) OuTdoor display is only Allowed during business hours.

(d) AdditioNAl outdoor display MAY be CONSIDERED provided THERE ARE NO OR MINIMAl impacts ON pedestrian OR EMERGENCY CiRCulATiON.

City Council Staff Report

Author: Patrick Putt, Planning Director
Subject: Joint Council-Planning Commission Discussion
Burbidge/IHC/USSA Annexation
Zoning Designation Discussion
Date: June 30, 2005
Type of Item: Legislative

Planning Department

At the June 9, 2005 regular Council meeting, Council directed staff to schedule a work session with the Planning Commission for the purpose of discussing possible zoning alternatives for the Burbidge/IHC/USSA annexation currently undergoing review by the Planning Commission. This report provides a general project background and process update to frame this discussion. Representatives from IHC and USSA will be in attendance. Supplemental IHC materials outlining IHC's reasons for selecting the subject site, assumptions for community healthcare needs, and short and long-term space requirements are attached to this report. Exhibit boards of the proposed site plan and architecture will be available at the Planning Department prior to the meeting and set up for public review during the work session.

Background:

On November 3, 2004, IHC Hospitals Inc. & Burbs LLC (property owner) submitted a petition to annex approximately 157 acres into Park City (Exhibit A – Vicinity Map; Exhibit B - Subdivision Map). Council accepted the annexation petition on November 18, 2004.

The property is currently within Summit County's jurisdiction, but located within the City's Annexation Expansion Area as described by the adopted Annexation Policy Plan. This parcel is contiguous to existing City limits via the newly annexed and approved Municipal Recreation Complex. The applicants intend to develop a hospital and associated medical campus on this site. Also included in this proposal is the United States Ski and Snowboard Association's (USSA) proposed training facility. The annexation plat as submitted considers creation of two lots in addition to the hospital/medical campus: one five acre parcel for USSA's proposed development, and a 15 acre lot upon which the City would contemplate possible future expansion of their recreation complex.

The application presently seeks General Commercial (GC)-MPD zoning on 39 acres *(25% of the site)* for hospital and support medical office development. The remaining 118 acres *(75% of the site area)*, which will include the USSA training facility, are proposed to be zoned Recreation Open Space Zoning (ROS-MPD) The proposed zoning would also include a Sensitive Lands designation and Entry Corridor Protection Overlay Zone.

As currently proposed, the hospital complex *(at full build out, projected to be 2040)*, will comprise 350,000 square feet and will include emergency services, surgical facilities, laboratory, diagnostic services, obstetric and birthing rooms, and some physician's offices. The medical campus, as proposed, will include add another 100,000 square feet of physician's offices, support services, and minor commercial enterprises such as medical supply and pharmacy uses. The USSA training facility is initially proposed at approximately 84,000 square feet and is intended to develop and physically train their athletes, as well as provide rehabilitation facilities for their injured athletes. It is anticipated that USSA will be able to partner rehabilitation with the adjacent medical uses and facilities. If the annexation and a subsequent Master Planned Development are approved, Phase 1 of the project is currently proposed to consist of a 140,000 square foot hospital building *(which includes 18,000 square feet of support medical offices and 23,000 square feet expansion/shell area)*, 25,000 square feet of freestanding support medical office, and the 84,000 square foot USSA training facility. The timing/phasing for the balance of the proposed project square footage is a matter of on-going discussion with Staff, Planning Commission, and the applicant.

Annexation Process Update:

To date, the Planning Commission has held eight (8) public hearings to review the proposed annexation with respect to the Park City General Plan. In general, the small amount of public comment received to date has been supportive of the proposed annexation and associated Master Planned Development. The primary General Plan Elements remaining to be reviewed are the transportation and housing elements. Review of the transportation element has been delayed as staff awaits submittal of the applicant's traffic/transportation study. The applicant is currently working with UDOT to complete the study. The remaining chapters will be scheduled for review on upcoming Planning Commission meetings. The other remaining annexation element to be addressed is the designation of the appropriate zoning for the proposed annexation area.

Annexation Area Zoning Designation:

As part of its recommendation to Council on the proposed annexation, the Planning Commission will also be required to forward a recommendation on the appropriate zoning designation to apply to the annexation area. Determining the appropriate zoning designation is based, in large degree, on the policies and action items set forth in the General Plan.

The General Plan identifies the annexation area as being located in the Round Valley Planning Area. The General Plan outlines specific policies for proposed land uses in annexation areas, including the Round Valley Planning Area. In addition to the General Plan, the Quinns Junction Study Joint Planning Commission Development Principles *(created by both the City and County Planning Commissions and formally adopted by the Park City Planning Commission on August 11, 2004)* provides perspective on land use, development patterns, and development density for the annexation area. Staff finds that it may be beneficial for the Council and Planning Commission to collectively discuss proposed zoning designations for the annexation area in terms of consistency with General Plan and Quinns Junction Development Principles.

In recent public hearing discussions with the applicants, the Planning Commission has stated that GC zoning for the subject annexation area is not be consistent with the General Plan and Quinns Junction Development Principles. The Commission strongly encouraged the creation of a new zoning district to implement the goals and policies of the Round Valley Planning Area and the Quinns Junction Development Principles. The proposed land uses the Planning Commission expressed most interest in considering where the types of uses that were compatible with the City's open space and recreation needs including uses public recreation, sports and training facilities, health, and education. The Planning Commission stated that additional large-scale commercial, office and/or residential developments which compete with other existing developed and/or approved/undeveloped areas were not appropriate land uses for the area.

The following section identifies several key General Plan objectives and Quinns Junction Development Principles for the Council and Planning Commission's discussion. The General Plan and Quinns Junction Development Principles text is in **bold**. Staff's recommended discussion points are in *italics*. Council and the Planning Commission may wish to prioritize these elements for discussion.

<u>General Plan and Quinns Junction Development Principles Discussion Points:</u>

<u>General Plan</u>

Land Use Element—Annexation (General Plan, pages. 31-33)

- **Public Benefits such as open space, trails, recreation areas, well-planned neighborhoods with significant affordable housing, and projects that enhance and expand our resort economy are all reasons to consider annexations favorably;**
- **Park City expects to entertain a wide range of development proposals when reviewing annexation petitions. This review will concentrate on preserving and enhancing desirable open space, important wildlife habitat, community facilities, important view corridors, and the resort character of the City in compliance with adopted development objectives;**
- **The City will offer incentives resulting in density and development bonuses for the dedication of open space, construction of affordable housing, construction of preferred receiver sites, enhancement of resort facilities, provision of community and recreational facilities, and other community amenities; and**
- **Nearly all of the land likely to be considered for annexation by Park City is**

currently zoned at very low densities (1 unit per 20 or 40 acres) by Summit and Wasatch Counties. The City will consider these the base densities for future annexation petitions. That is, these low densities will establish the beginning points for negotiating additional bonus density based on the City's development objectives. *The proposed annexation and Master Planned Development consists of medical and health campus, support medical uses, and a USSA headquarters and training facility. The proposal also contemplates sale/conveyance to the City of a 15 acre expansion area for an expansion of the Municipal Recreation Complex. Approximately 75% of the annexation area is proposed for open space. The majority of the proposed open space is located adjacent to the deed-restricted open space and entry corridor areas. Do the synergies between the proposed hospital/medical, USSA Training Facility and the City recreation/open space complex warrant consideration of increased project density to the extent requested?*

Round Valley Planning Area (General Plan, pages 38-40)

(Excerpts from Round Valley Description)

This Planning Area consists of approximately 2,700 acres lying generally east of Park City's current City Limits. The area extends from the Silver Summit freeway intersection on Highway 40, along the wet side of Highway 40 to Highway 248, to the ridge line east of the Treasure Mountain Middle School, then north along a connecting series of ridges that loop back to the Silver Summit neighborhood…Approximately 1,260 acres in the Round Valley Planning Area would not be suitable for development for urban development (other than urban open spaces) because of wetlands, severe slopes, and ridge line protection…Nearly 1,440 acres, however, are suitable for some form of development.

(Excerpts from Round Valley Planning Area policies and objectives)

- **Ensure that development is located at the "toe" of slopes in alcove areas…Preserve all ridge tops and visible hillsides as open space, with no roofs extending above the ridgeline protection area;**
- **Ensure adequate open space between new neighborhoods and existing neighborhoods in Park Meadows. Make sure new developments are surrounded by open space and become distinct neighborhoods;**
- **As the ridge tops around Round Valley meander and connect to one another, they form sub-valleys and alcoves. The use of these alcoves to cluster and screen development areas from one another, and from Hwy. 248 corridor view, also provides an opportunity to preserve critical open space. Hiding this development meets the open space and view preservation objectives identified throughout the planning meetings; and**

- **Promote development to occur so that desired open space buffer around Park City is established in this area.** *Are the proposed deveIopment areas suitably located so as to respect ridgelines, view corridors, and other sensitive areas. Is the amount and location of the proposed 75% project open space an adequate transition area between the proposed development and the adjacent City deed-restricted open space? Does the proposed open space maintain a substantial buffer along the Hwy. 40/SR-248 entry corridor?*

- **No regional retail commercial development is anticipated. However, a commercial exception may be made for neighborhood commercial uses and a club house or activity center associated with golf.** *What, if any, commercial land uses are appropriate for the subject annexation area?*

- **The ridge tops provide the continuous linkage necessary to connect trail systems, which are considered an integral part of the Park City open space system. Trails are used for hiking, biking, and cross-country skiing. The Sensitive Lands Ordinance prohibits development on steep slopes, wetlands, primary vegetation, and ridge tops. Aside from the few alcoves with development potential, the primary land uses would be open space and passive recreation.** *Does the proposed annexation MPD suitably locate development areas and open space in a manner that reinforces visual qualities of the site's entry corridor location. Do the attempts to cluster the development and provide open space in the proposed areas warrant consideration of increased project density to the extent requested?*

- **Make minimal (road) connections, if any, through existing City neighborhoods. Any future roadway system in this area should be flexible, in order to compliment the natural geographic and environmental features. Street design shall take into account neighborhood impacts and aesthetics as well as engineering standards; and**
- **Provide efficient year-round trail circulation systems, if any, between neighborhoods to facilitate and encourage safe and efficient pedestrian travel.** *Is the proposed project roadway system sufficiently designed so as to provide efficient traffic circulation and minimize excessive grading and other visual impacts on the entry corridor? Do the roadway and pedestrian/trail improvements provide a safe and efficient interconnection between the annexation area and the adjacent City Municipal Recreation Complex?*

<u>Quinns Junction Development Principles</u>

Development Densities and Land Uses

- **Initial project analysis should commence with a review of property's base density, wetlands, slopes, wildlife areas, flood plain, etc.).** *The base County zoning of 1:20 and 1:40 for sensitive areas results in low-range base density of approximately 9 units. Does the proposed hospital/medical, USSA Training Facility, and recreation/open space* *complex warrant consideration of increased project density to the extent requested?*

- **Consider Sensitive Land Overlay density bonuses as incentive for project densities and development locations.** *Sensitive Lands criteria is to be applied to the proposed project. Does SLO compliance warrant consideration of increased project density to the extent requested?*

- **Density should result in significant public benefits that promote Park City's resort, recreation, tourism and resort-based, second home economy.** *Does the* proposed *hospital/medical, USSA Training Facility, and recreation/open space complex at the proposed density constitute a significant public benefit which promotes the above-described community goals?*

- **Highway service commercial and regional/big-box retail commercial are strongly discouraged in/along the Highway 40/SR 248 corridor***. Is the proposed development plan consistent with this intent? Should a new zoning district be established to safeguard the community from the potential intrusion of these GC-type land uses?*

- **Institutional and/or Quasi Public Institutional uses relating to community open space, recreation, health and tourism may be considered in the Highway 40/SR 248 corridor.** *Is the proposed hospital/medical, USSA Training Facility, and recreation/open space complex and associated densities consistent with this policy?*

- **An expansion of the existing light industrial/incubator service commercial uses along the east side of Highway 40 should be considered. Said expansion should be clustered to the greatest degree possible to minimize sprawl.** *Not germane to this discussion.*

Development Patterns

- **Cluster in already identified receiving areas and around exiting development with consistent uses.** *Is the proposed adjacency of the hospital/medical complex and USSA Training Facility to the City's recreation, fields, and open space area sufficiently clustered so as to provide shared use and infrastructure, minimize development site coverage, and preserve entry corridor areas?*

- **Public open space and recreation is the predominant land use in the study area. Clustered development should be designed to preserve and enhance access and use of said areas.** *Is the proposed hospital/medical, USSA Training Facility, and recreation/open space complex appropriately integrated so as to locate the health, medical, and training uses in proximity to the City's recreation complex so as to provide* *a mutual public benefit? Is the proposed project open space adequately located in a manner so as to increase existing open space areas and enhance the entry corridor?*

- **Apply Sensitive Land Overlay standards for development design.** *Council/Planning Commission input not necessary on this policy. If annexed and zoned, SLO standards would apply to the project area.*

- **Preserve a substantial open space corridor through study area.** *Is the amount and location of the proposed 75% project open space adequate to buffer the adjacent City deed-restricted open space and maintain a substantial buffer along the Hwy. 40/SR-248 entry corridor?*

- **Developments should be transit-oriented and linked to broader community open space and trail network.** *Is the proposed hospital/medical, USSA Training Facility, and recreation/open space complex at the proposed density the type of transit-friendly land uses that the Council and Planning Commission are looking to encourage?*

Recommendation:

The Planning Department recommends that the Council and Planning Commission use the above-listed General Plan policies and Quinns Junction Development Principles' discussion points as an initial basis for providing staff with direction for the possible development of an appropriate zoning designation for the project area.

Staff seeks discussion and direction concerning the possible creation of a new zoning district aimed at implementing the General Plan objectives and Quinns Junction Development Principles to this area. In particular, staff requests discussion/direction on the general zoning elements appropriate to this property, including (1) allowed/conditional uses, (2) density; (3) site planning standards such as height, setbacks, and open space; and (4) development phasing. In accordance with direction provided at this work session, staff will begin drafting a zoning designation for the Planning Commission's consideration via public hearings and recommendation for Council's final action as provided at LMC Section 15-1-7.

Hospital Development
Executive Summary

In the summer of 2000, a group of individuals from the medical community, the business community and others interested community members organized to form the Summit Community Hospital Development Board (SCHDF). During 2001 and early 2002, SCHDFB funded and completed two feasibility studies regarding the development of a hospital in summit County. The second study, completed by Health Evolutions, Inc. a healthcare consulting firm with national recognition, concluded "Summit County can support a community hospital if a suitable partner is found to provide support."

Based on the feasibility recommendations, SCHDF began a search for a partner. IHC was approached by the foundation and invited as one of the organizations to meet with the foundation to consider a partnership. After considerable discussion regarding compatibility of mission and vision with the community foundation objectives, IHC was selected as a partner.

The discussions between SCHDF and IHC revealed a number of commonalities, including the sharing of several physicians practicing in Summit and Wasatch County. Because of the need for inpatient and higher acuity outpatient hospital services, these physicians found it necessary to take their patients out of the community. Many of these services are being taken to Wasatch County to Heber Valley Medical Center. Summit County has a wide range of quality health care providers who can provide a more complete range of services with Hospital facilities located in the community. It is not a situation of "build it and they will come" but rather, they are all ready here.

IHC began working with SCHDF in the summer of 2002. IHC completed it's own feasibility study and determined that by working with the foundation and partnering with the community, that a hospital was indeed feasible is Summit County. Factors contributing to this conclusion include:

- High quality medical providers who support the development of a hospital already reside and practice in the community.
- Comparative Resort communities all have successful hospitals.
- Population and actual medical use rates support a full community hospital.
- Feedback from county-wide town meetings supported hospital development.
- A hospital supports the community strength as a destination resort community for both residence and visitors.
- IHC is already and has been since it's beginning a strong supporter of People's Health Clinic
- Opportunity for enhances synergy with existing physicians and additional specialists between hospitals in Summit and Wasatch Counties.

Once IHC was requested as the partner, work on development of a hospital began. A local Hospital Governing Board was formed in 2003. this board of local community members has been integral in guiding the development efforts to meet community needs.

The Hospital Governing Board

Becky Kearns – Chair
Joe Tesch – Vice Chair
John Bergen
Joan Calder
Vern Cooley
Jim Gaddis
LaReen Judd
Val Logsdon
John Olson
Randall Probst - Secretary
Jan Jones-Schenk
Becky Sargent
Doug Toole

IHC as requested and in conjunction with the local primary care providers added night time urgent care beginning in 2004. The Hospital Governing Board and the SCHDF Board jointly evaluated and recommended the site being considered for annexation. The factors contributing to the site selection include:

- A location that is easily accessible for residents from all parts of Summit County
- A Park City location so that the hospital is positioned to serve the many visitors to the area
- A Park City location to be convenient to the physicians, many of whom have offices in Park City.

ASSUMPTIONS

Demand for Hospital Care

Population	Projections are from the Governors Office of Planning and Budget January 2005 projections (www.governor.state.ut.us/dea)
Use Rate	The use rate is inpatient admissions per 1000 population The use rate used for 2005 is the actual 2003 Summit use rate based on the data from the Utah Department of Health, Utah Health Data Commission As the population of Summit County ages the use rate is projected to rise towards the Cache County rate (2003 rate was 79). The 2003 rate for the state of Utah was 90.
Retention Rate	The retention rate is based on the range of services envisioned for the new Summit Hospital. The inpatient services included in Phase I include: Primary Care, Orthopedics, General Surgery, Internal Medicine Obstetrics, and Pediatrics Hospitals with that range of services and their 2003 Retention Rates: Price 64% Roosevelt 65% Cedar City 66% Since Summit is a new facility, near to Salt Lake, the planning assumption is that the new hospital can retain 50% of the patients at opening and the rentention rate will grow to 60% as the facility and the physicians earn the respect of the community. By 2020 the population growth would be such that additional services are normally demanded by the community. These services include: Cardiology (diagnostic), Medical Oncology, Neurology The addition of these services would increase retention rate to 70%
Out of Area Admits	These volumes represent the patients of Summit county physicians who reside outside of the county. These volumes also represent the visitors admitted to the hospital through the ER.
Beds Needed	Each admission is assumed to have a 3.5 average length of stay Beds Needs are calculated by admissions times average length of stay, divided by 365 days per year divided by 75% target occupancy. The target occupancy is based on 85% occupancy on week days and 50% occupancy on weekends.

Physician Manpower Planning

The IHC Physician Manpower Planning model links the demographics of a community with the number of physicians needed to serve that population. For each specialty there is a ratio of the number of physicians needed per 1000 population.

For Primary Care the ratios are based on the total Summit County population.
For Specialists the ratios are based on both over 65 population and under 65 population. The specialists are based on both Summit and Wasatch Counties population.

Long Term Space Needs

The space needs model is based on beds needed and number of physicians.

The square feet per bed is based on the ratio designed for the new facility of 90,000 square feet for 26 beds. The 90,000 square feet was programmed by Nexus based on specific volumes for each service. The ratio is higher than typical for hospitals since the new Summit facility will have a higher proportion of outpatient and visitor services than a typical community hospital.

The medical office space needs is driven by the number of physicians. For the purposes of this model all existing medical offices are assumed to continue in use. All the growth in medical office space is assumed to occur on the new hospital campus. The typical physician office for a single physician is assumed to be 1500 square feet.

28-Apr-05

NEW SUMMIT HOSPITAL
DEMAND FOR HOSPITAL CARE

	2005	2010	2015	2020	2025	2030	2035	2040
Summit County Population	36417	44511	54618	65001	75540	85660	96256	107554
Use Rate	61.2	66	70	75	80	80	80	80
Summit County Admissions	2229	2938	3823	4875	6043	6853	7700	8604
Retention Rate	50%	50%	60%	60%	65%	70%	70%	70%
Summit Hospital Admissions	1114	1469	2294	2925	3928	4797	5390	6023
Out-of-Area Admissions	300	350	400	450	500	550	600	650
Total Hospital Admissions	1414	1819	2694	3375	4428	5347	5990	6673
Beds Needed	18	23	34	43	57	68	77	85

03-May-05

IHC PHYSICIAN MANPOWER PLANNING
NEW SUMMIT HOSPITAL

Summit County Population	2000	2005	2010	2015	2020	2025	2030	2035	2040
Total	29736	36417	44511	54618	65001	75450	85660	96256	107554
Over 65	1463	2173	3574	5607	8188	11221	14051	16726	19745
Under 65	28273	34244	40937	49011	56813	64229	71609	79530	87809
% Over 65	4.9%	6.0%	8.0%	10.3%	12.6%	14.9%	16.4%	17.4%	18.4%
Wasatch County Population									
Total	15215	20138	25516	31664	37082	41837	46193	50598	55179
Over 65	1290	1515	1817	2308	2958	3782	4570	5382	6314
Under 65	13925	18623	23699	29356	34124	38055	41623	45216	48865
% Over 65	8.5%	7.5%	7.1%	7.3%	8.0%	9.0%	9.9%	10.6%	11.4%
Extended Service Area									
Total	44951	56555	70027	86282	102083	117287	131853	146854	162733
Over 65	2753	3688	5391	7915	11146	15003	18621	22108	26059
Under 65	42198	52867	64636	78367	90937	102284	113232	124746	136674
% Over 65	6.1%	6.5%	7.7%	9.2%	10.9%	12.8%	14.1%	15.1%	16.0%
PRIMARY CARE									
Family Practice	6.2	7.6	9.3	11.4	13.5	15.7	17.8	20.1	22.4
Internal Medicine	3.1	3.8	4.6	5.7	6.8	7.9	8.9	10.0	11.2
Pediatrics	3.1	3.8	4.6	5.7	6.8	7.9	8.9	10.0	11.2
TOTAL	12.4	15.2	18.5	22.8	27.1	31.4	35.7	40.1	44.8
SPECIALITIES									
Allergy	0.7	0.8	1.1	1.3	1.5	1.8	2.0	2.2	2.4
Cardiology	1.1	1.4	1.9	2.5	3.3	4.1	4.9	5.6	6.5
Endocrinology	0.3	0.3	0.4	0.6	0.7	0.9	1.0	1.1	1.3
Gastroenterology	0.7	0.8	1.1	1.5	1.9	2.4	2.9	3.3	3.8
General Surgery	1.9	2.4	3.0	3.7	4.4	5.1	5.8	6.5	7.3
Hem/Oncology	1.0	1.2	1.6	2.0	2.5	2.9	3.4	3.9	4.4
Infectious Disease	0.1	0.1	0.2	0.2	0.2	0.3	0.3	0.4	0.4
Nephrology	0.2	0.2	0.3	0.4	0.4	0.5	0.6	0.7	0.8
Neurology	1.1	1.4	1.8	2.2	2.8	3.3	3.8	4.4	4.9
Ophthalomology	1.2	1.5	2.0	2.6	3.3	4.1	4.9	5.6	6.5
Orthopedics	1.9	2.4	3.1	3.8	4.6	5.5	6.3	7.1	7.9
Otolaryngology	1.2	1.5	1.8	2.3	2.7	3.0	3.4	3.8	4.2
Pulmonary	0.6	0.7	1.0	1.3	1.6	2.0	2.3	2.7	3.1
Rheumatology	0.4	0.5	0.6	0.8	1.0	1.2	1.4	1.5	1.7
Urology	1.0	1.2	1.5	2.0	2.4	2.9	3.3	3.8	4.3
Obstetrics	2.4	3.1	3.7	4.5	5.3	5.9	6.6	7.2	7.9
Gynecology	1.4	1.7	2.1	2.6	3.1	3.5	3.9	4.4	4.8
Psychiarty	1.4	1.7	2.3	3.0	3.7	4.6	5.4	6.2	7.0
Neurosurgery	0.4	0.5	0.6	0.8	1.0	1.2	1.4	1.6	1.9
Anesthesiology	1.9	2.4	3.0	3.8	4.6	5.5	6.3	7.1	8.0
Critical Care	0.3	0.4	0.5	0.6	0.8	1.0	1.2	1.4	1.6
Dermatology	1.4	1.8	2.3	2.9	3.5	4.0	4.6	5.2	5.8
Emergency	1.2	1.5	1.9	2.4	3.0	3.6	4.1	4.6	5.2
Rehab	1.1	1.5	1.9	2.4	3.0	3.7	4.3	4.9	5.6
Plastic Surgery	0.3	0.4	0.5	0.6	0.7	0.9	1.0	1.1	1.2
Radiation Oncology	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Radiology	2.0	2.5	3.2	4.1	5.1	6.2	7.2	8.3	9.4
Thoracic Surgery	0.2	0.3	0.4	0.6	0.7	1.0	1.2	1.4	1.6
Occupational Medicine	0.9	1.1	1.3	1.6	1.9	2.1	2.4	2.6	2.9
Geriatrics	0.1	0.1	0.2	0.2	0.3	0.5	0.6	0.7	0.8
Pathology	2.0	2.6	3.3	4.1	5.1	6.0	6.9	7.8	8.8
Podiatry	0.6	0.8	1.1	1.4	1.8	2.2	2.6	3.0	3.5
Miscellaneous	2.1	2.6	3.2	3.9	4.5	5.1	5.7	6.2	6.8
Total	32.8	41.6	52.7	66.8	81.6	97.0	111.6	126.3	142.2

28-Apr-05

NEW SUMMIT HOSPITAL
LONG TERM SPACE NEEDS

	2005	2010	2015	2020	2025	2030	2035	2040
Summit County Population	36417	44511	54618	65001	75540	85660	96256	107554
Hospital Space Needs								
Beds Needed	18	23	34	43	57	68	77	85
Sq Ft per Bed	3450	3450	3450	3450	3450	3450	3450	3450
Hospital Sq Ft Needed	62387	80229	118829	148872	195321	235852	264231	294344
New Hospital Sq Ft Needed		17,842	38,600	30,043	46,449	40,531	28,379	30,113
Medical Office Space Needs								
# MDs	42	53	67	82	97	112	126	142
# New Offices		11	14	15	15	15	15	16
Sq Ft per New Office		1500	1500	1500	1500	1500	1500	1500
New Sq Ft Needed		16668	21134	22239	23031	21896	22029	23885
Total Sq Ft Needed		16668	37802	60041	83072	104968	126997	150881
Total Space Needs								
Total Sq Ft Built		96897	156631	208913	278393	340820	391228	445226
New Sq Ft Needed		96,897	59,734	52,282	69,480	62,427	50,408	53,998

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
MAY 26, 2005

Present: **Mayor Dana Williams; Council members, Kay Calvert, Marianne Cone, Candace Erickson; Jim Hier; and Joe Kernan**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Gary Hill, Budget Manager; Ron Ivie, Chief Building Official; Michelle Downard, Enforcement Officer; Jonathan Weidenhamer, Planner; Colin Hilton, Economic Development Director; Pace Erickson, Operations Manager; and Stacey Noonan, Quinns Recreation Complex Manager

Monty Coates and Mike Sweeney, HMBA; Tressa McClain, owner of Tressa's Design and Replay Consignment; Charlie Wintzer and Mike Andrews, Peoples Health Center; and Mike Sloan, Prospector Square Property Owners Association

1. Council questions/comments. Jim Hier stated that the HMBA met during the week where there was an update on the parking garage construction and upcoming events. There was also a Chamber Board of Director's meeting on its budget where the allocation for the shared event coordinator with the City was reviewed. There was a business luncheon hosted by the Chamber held at Deer Valley. He added that the inter-agency group met Wednesday morning where the transportation plan for Kimball Junction was presented. Candace Erickson reported on the green seminars hosted by Recycle Utah which seems to be well-received by the building community. She described the upcoming Recycle Utah fund-raiser which will be an auction of art work made with recycled materials. The board decided to make Pride in the Park an annual event. Ms. Erickson reported that at a ULCT meeting this week, potential streamline legislation addressing all forms of taxes was discussed, specifically distribution by population. Marianne Cone thanked Nick Kingery and Colin Hilton for attending the Marsac Corridor Association meeting. The Mayor relayed that he and Ms. Calvert met with a judge from the International Livable Communities organization. Myles Rademan described the timing of the application process, suggesting that the City apply next year. It may be appropriate to send the Mayor to Spain this year to better prepare the City for the competition; the competition next year is in China. The Mayor discussed the ULCT meeting and another challenge with Moab on wind power. He suggested that it may be more effective to charge one or two representatives from neighborhood groups to work with staff on issues and have those representatives report back to the association. Additionally, the Mayor spoke with Kevin Callahan of Summit County, who agreed to provide information to the City on traffic generated from The Yarrow, Canyons, and McDonalds and traffic from the neighborhoods in the Basin.

2. Outdoor display of merchandise. Jonathan Weidenhamer explained that staff was directed to consider loosening regulations on outdoor displays to help promote vitality in the business community. Current ordinances prohibit the outdoor display of merchandise as businesses must operate out of a fully enclosed building with limited exceptions, including outdoor and sidewalk dining, display of kayaks, bikes, and canoes, and sidewalk sales. Merchants are allowed to hold five sidewalk sales a year for durations of five days for a minimal fee of $5 per sale; there are no building code regulations or special reviews. He continued that staff conducted a public input session on April 26 and referred to information on the meeting in the packet.

A change in regulations relates mainly to the summer season and because each business district is unique, the approaches may vary in different areas. Departments involved in this topic include Police, Public Affairs, Legal, Building, Planning, and Finance. Alternatives include (1) enhancing sidewalk sales by amending the Municipal Code, (2) doing nothing, (3) adding allowed exceptions by amending the Land Management Code, and (4) allowing a temporary trial period with minimal regulations. Staff has significant concerns with the last option. Mr. Weidenhamer explained that the existing ordinance provisions were created to ensure a functional streetscape. The recommended change to the LMC is to include scooters as an allowed exception to outdoor rentals. He warned that the more regulations are opened up, the more difficult they are to enforce. He reviewed staff's recommendation to enhance the sidewalk sale alternative, which already exists, and to license merchants similar to outdoor dining where applications are required to meet criteria. The Mayor invited public input.

Tressa McClain, owner of Tressa's Design and Replay Consignment, pointed out that without outdoor displays, people think businesses are closed. She put flowers outside and a table for employees and was fined by the Building Department.

Mike Sweeney, President of HMBA, thanked staff for accommodating the meeting where there were good exchanges of ideas. He ranked options at #4, #3, #2, and #1. Businesses are not only asking for outdoor sales, but a way to attract patrons using outdoor displays and to add a more festive atmosphere to the street. The HMBA has volunteered to monitor merchants, and although #4 is difficult to police, he encouraged Council to allow it for a summer. Mr. Sweeney felt that the trial for sandwich signs in plazas went well.

Jon Weidenhamer explained staff's negative reaction to #4 and cautioned that once regulations are abandoned, it is difficult to reinstate them. Mark Harrington interjected that this relates to the regulation of public spaces in the constitutional sense and practices that have been tested in court are utilized by the City. These include special event concessions for a limited duration, and sidewalk sales with time, manner, and place restrictions. The City allows exceptions and prohibits certain activities which are constantly be challenged in this jurisdiction and the City Council should be aware that any *opening of the door* for exceptions and prohibitions will increase the City's risk of losing legal battles relating to temporary vending permits, conducting business within an enclosed building, hawking, etc. Regulations must relate health, safety, and welfare concerns and Park City specifically focuses on aesthetics and promoting pedestrianism. He cautioned that activities that are counter to those goals become very hard to justify when denying an application.

Ron Ivie strongly encouraged Council to approve legislation that is enforceable and the rules need to be precise and if that is the case, staff will be supportive. Enforcement officers can not interpret vagueness. He agreed with staff's comments that if relaxing regulations is unsuccessful, It is difficult to recover.

Kay Calvert asked about the violation Ms. McClain referred to for putting a table and flowers outside. Michelle Downard, enforcement officer, stated that there is nothing wrong with placing a table and flowers outside of a business. However, there is a problem when for-sale goods are displayed with price tags which occurred in this case. Ms. Calvert disagreed with staff and supported Mike Sweeney's priorities for options. She asked at what point businesses need to suffer to the extent that they might leave and criticized staff for not reporting back to Council on the sandwich board sign trial last winter. Tom Bakaly responded that the allowance was narrowly defined to plazas as opposed to Main Street. Kay Calvert agreed that not many businesses used the sandwich board signs and expressed that loosening regulations is not something to fear. In response to a question regarding controlling timeshare solicitation on Main Street, Mark Harrington explained that the City's interests are better defended if all commercial speech is prohibited in an area. Any expanded exceptions in the ordinance will be available to solicitors. If commercial speech is allowed for for-sale or display items, there has to be a legally defensible reason for prohibiting the conduct for some businesses, i.e., pedestrian flow, snow removal, or aesthetics. The City must demonstrate its authority to regulate and to distinguish treating businesses differently. Kay Calvert insisted that it is important to listen to the arguments of the business community and there must be some kind of compromise. The *all or nothing approach* will hurt businesses.

Mark Harrington explained that in the bigger view of things, there have been great strides made in creating a pedestrian friendly town that makes Park City's shopping environment unique and attractive to a certain type of patron. A higher degree of street peddling, displays, etc. are typical in commercial districts in large cities, and staff believes that providing a hassle free uninterrupted experience on Main Street is a greater good and worth preserving. He pointed out that everyone has the same goals. Allowing displays at entry ways is untested and present a risk to the greater good of the entire streetscape. The City Manager interjected that sidewalk sales may be an under-utilized tool and this may be an opportunity to get beyond the *all or nothing approach*. He emphasized that a proposal to display balloons and vehicles to attract attention is a sign code discussion. Candace Erickson agreed that in some business areas, it is difficult to determine if businesses are open. Main Street is different and nothing should go on the sidewalk except for the occasional sidewalk sale. However, there are buildings with private property off the sidewalk or a deck on Main Street that may accommodate some sort of display, but the sidewalks are too narrow. Jim Hier agreed with Ms. Erickson and did not support #4 as the preferred approach; it important to have a defensible LMC. In the past, the City has conducted seasonal trial periods with a one year review period to evaluate and he hoped that merchandise could be defined without including solicitation or verbal speech. He expressed concerns about adding exceptions for the display of non-motorized vehicles, like scooters, because this section will be continually modified and updated and suggested allowing the display of merchandise for every licensed business as long as it isn't in a public right-of-way, doesn't impede traffic, etc. Marianne Cone pointed out that sidewalk sales must be applied for by a merchants association which may eliminate some businesses and seems discriminatory. She also pointed out that a rack of merchandise on the sidewalk is not particularly attractive. Jon Weidenhamer felt he could craft criteria, much like a CUP for outdoor displays. Mr. Hier favored this approach and suggested that perhaps the license could be a temporary CUP. Joe Kernan encouraged staff to accomplish all of the goals that Council members are throwing out there and agreed with Marianne Cone's comment about sidewalk sales not looking good. He hoped there is a way to display merchandise so that it is not on the sidewalk but perhaps allow displays in the foyer or in front of the building. Self-policing by merchant groups is also added protection.

Monty Coates, HMBA, acknowledged that creating a list of what is allowed and not allowed would be difficult to enforce and suggested forming a committee to formulate guidelines and grant licenses. This would take the burden off the City's enforcement officers. Jim Hier asked for an example of an inappropriate product to display other than aggressive solicitation. Tom Bakaly explained that the display of vehicles during Sundance created conflicts with the Code. There was discussion about only being allowed to display merchandise outside that is sold inside the building. The majority of Council seemed to favor allowing outdoor displays on private property. Tom Bakaly added that a change to outdoor displays may be similar to the sandwich signs allowance where the criteria will not benefit every business. Joe Kernan felt it important not to impede sidewalks.

Jon Weidenhamer pointed out that the existing code provisions for outdoor exceptions allow the use of private or leased public property, which is common for sidewalk dining. In response to a question from Monty Coates, Mark Harrington explained that a licensed timeshare seller has the right to purchase a sidewalk sale permit, although it hasn't been a practice. It was pointed out that sidewalk sales can occur on public property. Mark Harrington emphasized that with regard to Mr. Coates' comments about a board processing applications, the Council can not delegate authority to a committee to approve or disapprove. He added that private property often extends into the sidewalk and property lines are not clearly defined on historic Main Street. There was discussion about plazas being private. Jonathan Weidenhamer understood Council direction to be to accommodate the seasonal display of outdoor merchandise by formulating criteria, similar to sidewalk dining, where there is protection of the City's right-of-way and aesthetic considerations. Council seemed to agree that it should not occur on sidewalks or public property, unless leased. Kay Calvert encouraged drafting clear ordinance language for the benefit of the enforcement officers. Mr. Bakaly confirmed that the outdoor display must be for-sale merchandise.

3. Budget overview. Gary Hill stated that the City received 28 special service applications totaling $1.7 million with a budget of $700,000. The Mayor thanked Council members Kay Calvert and Candace Erickson for serving on the grants award subcommittee and making these difficult decisions.

Charlie Wintzer, representing the Peoples Health Clinic expressed that they are looking for a partnership with the City. He felt it important that the local government demonstrate the highest level of support for grant-writing purposes, and pointed out that currently other agencies commit more funding than the City. PHC has been very successful in reaching its fund-raising goals. Marianne Cone believed that the City should lead by example. This year's contribution was tied to the number of City employees who do not have health insurance, and the private sector should follow. Mr. Wintzer agreed, but noted that this approach has not been very effective. Candace Erickson explained that the committee doubled the amount for PHC while other awards were decreased. The special services fund is set at 1% of the budget and giving PHC up to $50,000 results in losses to other non-profits. Mr. Wintzer suggested that the City reconsider budgeting more than 1% of the budget and he added that they have come a long way with regard to contributions from the City over the past three years. Ms. Erickson stated that she does not believe that it is the City's responsibility to cover medical costs for everyone in the community; it should be the responsibility of employers. Joe Kernan understood that PHC provided medical services to 2,000 patients last year, which really separates them from other non-profits, and he hoped there is a way to bump up the award. Mr. Wintzer stated that PHC does not want to take funding away from other applicants, but perhaps in the future, the City will consider budgeting more for special services. Jim Hier pointed out the recent discovery of $15,000 due to a calculation error and suggested donating $10,000 to PHC and allocating the remaining $5,000 to the Peace House. Candace Erickson expressed concerns about releasing more to an organization just because they wrote a letter asking for more money. Jim Hier acknowledged the subcommittee's efforts and felt it appropriate that Ms. Erickson and Calvert have an opportunity to meet on this request next week and return to Council with a recommendation.

Gary Hill discussed Council's direction with regard to the Flagstaff transfer fees, which are allocated to transit enhancement, open space preservation and maintenance. CIP #821, Public Works complex improvements, is proposed for security measures in the amount of $50,000. The repair of the retaining wall at Sampson Avenue has been moved up in priority and will be funded in 2006. The Three Kings storm drain project will also advance from 2007 to 2006 and the funding for the storm drain study will be retained for 2006. The City applied for RAP Tax monies for the museum expansion; the amount appears in the CIP to account as funds passed from the County to the Historical Society.

Mr. Hill estimated extended snow removal services in the Prospector business area to be $30,000 for one-time equipment purchases and $15,000 for on-going operating revenue. The expectation is to clear sidewalks within 24 hours after the end of a storm. Mike Sloan, Prospector Property Owners Association, stated that some areas in Prospector Square may be inappropriate to clear and may create a burden to the Association and the City. For instance, Parking Lot J near the Marriott has a number of trees which may be damaged. Association members would like to meet with staff to develop an efficient and effective plan. He emphasized that there is a misnomer that interior sidewalks are not cleared, but that is untrue as they have been maintained for years. Mr. Sloan requested that the City delay expanding service until there is an opportunity to meet with staff. Mr. Hier suggested that the funding be retained in the two-year budget. Pace Erickson explained that the recommended equipment could be used in other areas as well. The Mayor requested that Joe Kernan serve as liaison on this issue.

Gary Hill explained that the Mayor's and Council's compensation are compared with resort cities and the Wasatch Front, consistent with employees. Jim Hier believed the nature of the job of elected officials is very different than employees and resort criteria should solely be used, not the Wasatch Front. Council members were split on the methodology and Candace Erickson expressed that the Mayor is underpaid. Jim Hier stated that a reason for running for office should not be the pay. Dana Williams added that a minimal increase to salaries will not make a difference to the community. He felt the criteria should be the same for elected officials as it is for employees, which was affirmed by majority consensus.

Colin Hilton introduced Stacey Noonan, the newly hired facility manager. There has been a lot of review on building the complex and it is now he time to plan for operations, programs and maintenance. A self-managed team approach is proposed and a more detailed plan will return to Council once staff has more information. The proposed budget for 2006 is a conservative estimate.

4. Review of regular meeting – subdivision plat for the Village at Empire Pass. Attorney Mark Harrington referred to correspondence distributed to Council from Craig Smay regarding the subdivision plat.

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 26, 2005

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6:30 p.m. at the Marsac Municipal Building on Thursday, May 26, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; Kirsten Whetstone, Planner; and Alison Butz, Special Events and Facilities Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Soils removal project - Tom Bakaly explained the *red-tagging* of the trucking operation removing soils from Empire Pass. It was discovered that other soils were being removed which resulted in shutting down the project for two days, which was costly for Talisker. If this occurs again, there will be fines and other repercussions.

2. Public Works update - Kent Cashel stated that the pilot bio-diesel program will begin in about two weeks. On a different matter, Mr. Cashel reported on the award received from the American Public Works Association for the creation of a safety program at Public Works. The safety teams are very proud to be recognized for their 500th day without a lost day incident.

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

The Mayor invited the audience to comment on any matter of City business. Hearing none, the public input session was closed.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 12, 2005

Kay Calvert disclosed that she will be abstaining as she was not in attendance. Marianne Cone, "I move to approve the work session notes and minutes of the meeting of May 12, 2005". Jim Hier seconded. Motion carried.

Kay Calvert	Abstention
Marianne Cone	Aye
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

V CONSENT AGENDA PUBLIC HEARINGS

1. Continuation of hearing on an Ordinance approving a subdivision plat for the Village at Empire Pass, West Side, Pod A, Park City, Utah – Planner Brooks Robinson explained that the subdivision will create six lots of record for multi-family development and one conservation easement lot. He pointed out that the City received a letter from Craig Smay, representing Stichting Beheer Mayflower, objecting to some of the language in the staff report. The Planning Commission forwards a positive recommendation. Mark Harrington added that the letter is not an appeal, but an objection. It was confirmed that this property in not part of the Mayflower Stichting property. The Mayor opened the public hearing and hearing no comments, declared the hearing closed. In response to a question from Marianne Cone, Mr. Robinson explained that the sewer line will be buried at a maximum of 12 feet.

2. Continuation of hearing Ordinance approving a record of survey plat for the Deer Crest Hotel expandable condominium project, located at 2300 Deer Valley Drive, Park City, Utah – Kirsten Whetstone explained that the purpose of the condominium record of survey plat is to identify the private and limited common areas within the project and recordation enables the owner to sell individual condominium units. Part of the project is located in Wasatch County and the plat is consistent with the amended Deer Crest Hotel CUP. The private area provides for 67 condominium hotel units, ranging from 987 to 2,700 square feet, 26 residential units, ranging from 1,300 to 3,600 square feet and two larger penthouse units at 5,240 and 5,409 square feet. The building at Snow Park consists of one 1,900 square foot resident's unit and is an expandable condominium plat. In response to a question from Jim Hier, Planner Whetstone explained that two original plats will be prepared to be recorded in Summit County and Wasatch County. The Mayor opened the public hearing and with no comments, closed the hearing.

3. Ordinance combining all of Lot 3 and the north half of Lot 2 of Block 3 of the Snyders Addition to the Park City Survey into one lot of record, located at 909 Park Avenue, Park City, Utah – Kirsten Whetstone explained that the request is to remove an interior lot line from a lot and a half. The lot will be 2,812 square feet and there is an existing historic home on the property line. The Planning Commission forwards a positive recommendation. The house will be moved to meet setback requirements. An addition is proposed, which will be reviewed by the Historic Preservation Board. With no public input, the Mayor closed the public hearing.

4. Ordinance approving a plat amendment located at 1414 Empire Avenue, to combine the westerly five feet of Lots 9, 10, 11 and 12 with Lots 14, 15, 16, 17 and 18 of Block 21 Snyder's Addition to the Park City Survey and to reconfigure these lots into three lots of record – Kirsten Whetstone explained that approval will combine five Old Town lots and portions of four other lots and will reconfigure the property into three lots of record. The vacant property is located within the RC District and a portion of the vacated platted Norfolk right-of-way will be included in the combination. Ms. Whetstone disclosed that a neighbor contacted her to relay her concerns. The Mayor opened the public hearing and hearing nothing from the audience, closed the public hearing.

VI CONSENT AGENDA

Kay Calvert, "I move to approve Consent Agenda Items 1 through 6". Jim Hier seconded. Motion unanimously carried.

1. Ordinance approving a subdivision plat for the Village at Empire Pass, West Side, Pod A, Park City, Utah – See staff report, work session notes, and public hearing.

2. Ordinance approving a record of survey plat for the Deer Crest Hotel expandable condominium project, located at 2300 Deer Valley Drive, Park City, Utah – See staff report and public hearing.

3. Ordinance combining all of Lot 3 and the north half of Lot 2 of Block 3 of the Snyders Addition to the Park City Survey into one lot of record, located at 909 Park Avenue, Park City, Utah – See staff report and public hearing.

4. Ordinance approving a plat amendment located at 1414 Empire Avenue, to combine the westerly five feet of Lots 9, 10, 11 and 12 with Lots 14, 15, 16, 17 and 18 of Block 21 Snyder's Addition to the Park City Survey and to reconfigure these lots into three lots of record – See staff report and public hearing.

5. Authorization to enter into a Construction Agreement with Edman Construction Company, in a form approved by the Legal Department, for the resurfacing of the tennis courts at the Park City Racquet Club in the amount of $41,500 – See staff report.

6. Authorization to exchange drainage easements with Mike and Priscilla Watts at 3100 Crestline Drive to more closely conform to existing conditions – See staff report.

VII NEW BUSINESS

1. Lease with the Park City/Summit County Arts Council for space located at 528 Main Street for use by the Park City Artists Association – Alison Butz explained that the space will be vacated by Jans LTD on May 31. The Historical Society is entitled to the space under its current lease, which will accommodate its expansion anticipated in October 2005. The space would otherwise be vacant during the summer. The Park City Artists Association approached the City through the Arts Council to acquire the space for a co-op for local artists. The Arts Council will perform on the lease and meet related insurance requirements and will sublet to the artists from June 1 through September 30 for $1. The co-op requests a modification removing or decreasing the security deposit of $2,000. In response to questions from Kay Calvert, Ms. Butz believes there is a hardship issue. There was discussion about an existing provision relating to damage. Ms. Butz indicated that the inclusion of a security deposit was directed by Council and based on the amount of monthly rent paid by Jans. Joe Kernan expressed his belief that the City is adequately protected and Kay Calvert pointed out that the Arts Council is also insured. Marianne Cone disclosed that she is a member of the Artists Association. Kay Calvert, "I move to approve the lease with the waiver of the $2,000 security deposit". Joe Kernan seconded. Motion unanimously carried.

2. Authorization to enter into a management contract for The Imperial Hotel, in a form approved by the Legal Department, with ResortCom from June 1, 2005 through April 30, 2006 – Ms. Butz noted that staff issued an RFP for management services in the beginning of May and contacted interested members of the lodging community. The City received one proposal and staff is recommending approving a contract with ResortCom. The Mayor pointed out that there is a military rate available. Candace Erickson, "I move we authorize the City Manager to enter into a management contract for the management of the Imperial Hotel with ResortCom from June 1 through April 30, 2006, in a form approved by the City Attorney. Kay Calvert seconded. Motion unanimously carried.

VIII PUBLIC HEARING

Tentative budget for fiscal year 2005-2006for Park City Municipal Corporation and its related agencies – The Mayor invited the public to comment.

Kate Dordan, Library Board member, urged Council to support the Library's budget requests.

Mike Sweeney, HMBA President, indicated that the organization applied for special service contract monies and was denied, and asked for an explanation. Candace Erickson clarified that criteria focuses on *social* services not provided by the City as opposed to supporting events or economic development. There will be opportunities for these types of funding requests with the implementation of the Destination Tourism Joint Venture Program with the Chamber. Mayor Williams discussed the City Council's support of Main Street businesses demonstrated with the construction of the parking garage.

The Mayor requested a motion to continue the budget hearing to June 2, 2005. Jim Hier, "I so move". Marianne Cone seconded. Motion unanimously carried.

IX 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, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Candace Erickson, "I move to close the meeting to discuss property and personnel ". Joe Kernan seconded. Motion carried unanimously.

The meeting opened at approximately 4 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

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 2, 2005

Present: Mayor Dana Williams; Council members Kay Calvert, Marianne Cone, Candace Erickson; Jim Hier, and Joe Kernan

Tom Bakaly, City Manager; Tom Daley, Assistant City Attorney; Lloyd Evans, Chief of Police; Eric DeHaan, City Engineer; Gary Hill, Budget Manager; Jerry Gibbs, Public Works Director; Myles Rademan, Public Affairs and Communications Manager; Craig Sanchez, Golf Manager; Colin Hilton, Economic Development and Capital Projects Manager

Work Session – Council Chambers

1. Council questions/comments. Candace Erickson announced the Historical Society home tour on June 18 and thanked the Golf Course for the use of their carts. The Society is seeking a project manager for their expansion; they are looking forward to expanding into the Jan's space in the fall; and their fundraising efforts have been going well.

Marianne Cone added the Park City Artists were preparing to occupy the space for four months. She thanked Jerry Gibbs for keeping the City from flooding. Jerry will pass that along to his staff.

Mayor Williams reported that Congressman Bishop had visited with him and City Manager Tom Bakaly this week.

Myles Rademan invited Council to attend meetings on Monday with groups visiting from Scotland (Scottish Study Mission) and Whistler (Chamber of Commerce). Monday evening the City and Chamber will co-host a reception from 5-7 p.m. In July, the City of Richmond (suburb of Vancouver) will be visiting and in August a group from Gatlinburg, Tennessee will be visiting.

2. Budget overview. Gary Hill advised Council they are scheduled to adopt the tentative revised budget for FY-05, tentative budget for FY-06 and the tentative fiscal plan for FY-07. They are scheduled to re-open a continued public hearing on water rates and to adopt new water rates based on discussions over the past few months. Adoption of Council Compensation Ordinance was also on the agenda. There were no questions from Council.

Budget Manager Gary Hill commented that at the previous meeting an adjustment was made to one Special Service Contract, which left $15,000 unassigned; and, direction had been given to the Special Service Contract Subcommittee to bring a recommendation for reallocation to Council. He reported the consensus of the Subcommittee was not to reallocate the funds based on concerns about creating a precedent for allowing consideration of additional requests after the application deadline.

Subcommittee members Erickson and Calvert explained that many applicants received less, and some received more, than in the past. Had the committee known there were additional funds available, they would have equally distributed them. Gary Hill added that the group's secondary recommendation would be either not to reallocate, or to reallocate equally among the selected applicants. Jim Hier preferred the second recommendation. Joe Kernan suggested that the Council members who were not on the subcommittee be allowed to request funding for groups they supported. Following discussions, Council concurred that a pro-rated allocation would be appropriate and directed the sub-committee to return for Council's consent.

Gary Hill explained technical adjustments and transfers from the general fund that would restore balances for the Equipment Replacement Fund and allocate additional funding to Equipment Replacement-Rolling Stock and Computer Equipment. In addition, $500,000 would be placed in Fund 70 as debt service reserve, and $1.55 million would be transferred to projects that would otherwise have been funded from the 5-Year CIP. Remainder of funds would be allocated to other projects, including funding the construction of Quinn's Fields Phase II components as part of Phase I.

Craig Sanchez reported that the City had received several grants from the Summit County Restaurant Tax Grants: Quinn's ball fields, $105,000; museum, $50,000; sound garden, $5,000; and golf course for the purchase of winter cross country track grooming equipment, $12,000.

Colin Hilton explained that the grant for Quinn's fields would go toward an additional ball field. Staff is requesting authorization for funding of Category 1 and Category 2 components of the Complex and recommends completing as much of the design components as funding allows. Given the spike in construction costs, deferring Category 2 could result in over $500,000 in added total project costs.

Mike Andrews, People's Health Clinic, expressed gratitude to Council, individually, and as a whole. He stated his responsibility was to do the best he could for the good of operations of the Peoples Health Clinic, and Council's action was important, and appreciated. They would like to return in July with an update of the Clinic's activities this year.

Prepared by Sharon Bauman

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 2, 2005

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at 6:10 p.m. at the Marsac Municipal Building on Thursday, June 2, 2005. Members in attendance were Dana Williams, Kay Calvert, Candace Erickson, Jim Hier, Marianne Cone and Joe Kernan. Staff present was Tom Bakaly, City Manager; Tom Daley, Assistant City Attorney; Lloyd Evans, Chief of Police; Eric DeHaan, City Engineer; Gary Hill, Budget Manager; Jerry Gibbs, Public Works Director; Myles Rademan, Public Affairs and Communications Manager; Craig Sanchez, Golf Manager; Colin Hilton, Economic Development and Capital Projects Manager; Alison Butz, Facilities Manager

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Mayor Williams read highlights of a resolution Council would be adopting proclaiming June 2005 as History Month in Park City, Utah.

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

Peter Roberts, The Glory Hole, approached Council regarding acquisition of the Watts Property. He offered three options for the purchase and improvement of the property, as well as an update on the support he has garnered for his business venture. He asked Council to direct the Staff to enter into negotiations and recapped various ways the City would benefit from the project, including the creation of well-paying jobs and cultural tourism.

Mayor Dana Williams stated the criteria of the original Request for Proposal was not met and the Council was in the process of determining what they wished to do with the property.

Elizabeth Swank, president of the Arts Council, commented that The Glory Hole project had generated excitement and support from the community.

Greg Schirf introduced David Perkins who wished to present a unique business opportunity that might be appropriate for the Watts property. He stated Mr. Perkins had an extensive business background and had been involved in start ups.

David Perkins stated he hoped to open a whiskey distillery, possibly in the Watts property. He believed a distillery located within the City limits would provide significant benefits for the City, more so if the City were involved as a partner. He wished to gauge the City's interest in further discussions. His goal was to create a boutique, working whiskey distillery that would be a high profile community landmark. It would be dependent on tourists, with an emphasis of educating people on the history of whiskey.

He felt there was a significant history of whiskey in the Rocky Mountain West, in Park City, and in Utah.

In preparation for this business, he has apprenticed with two master distillers in Kentucky; he has applied for a federal distilling license; and he has created an advisory board composed of industry experts. He has built a pilot distillery in Salt Lake City and is waiting for the license to begin experimenting with recipes. He believes he has a good product, and a good marketing plan, which would differentiate Park City from any other ski resort.

Mr. Perkins was interested in talking to Council about a partnership because it would benefit both parties. Council members expressed interest in learning more about the proposal.

Alison Butz advised Council that Staff was constantly approached by people interested in the Watts Property. Two of the most recent were Don and Janet Shoeney, Old Town property owners, and Pam Crowe-Weisburg, Kimball Arts Center. Kay Calvert reported she had been approached by Utah Ski and Golf. Alison stated Staff would prepare follow-up information for Council. Kate Doordan spoke in support of the Shoenys and stated they have the resources to accomplish their proposal.

Elizabeth Swank and Peter Roberts, Park City Summit County Arts Council, encouraged a continued emphasis on Cultural Tourism as the City moves forward with the joint venture. They spoke of the Mountain Spirit Heritage Area and encouraged a focus on “mines and medals”. Funding a part-time person to assist with the application process could ultimately reap benefits up to $1,000,000 per year for ten years.

Mayor Williams requested additional information which the Arts Council will provide. Ms. Swank noted that the Bear River area has this designation and it is one of the most successful programs in the country.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 19, 2005

Joe Kernan disclosed that he submitted minor corrections to the minutes to the City Recorder. Candace Erickson modified the corrections. Jim Hier, “<u>I move we approve the Work Session Notes and Minutes of the Meeting of May 19, 2005 as corrected</u>”. Kay Calvert seconded. <u>Motion carried</u>.

Kay Calvert	Aye
Marianne Cone	Absent on May 19, 2005
Candace Erickson	Aye
Jim Hier	Aye
Joe Kernan	Aye

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving the second amended record of survey map for the Fashion Coalition Condominiums located at 613 Main Street, Park City, Utah – Planner Jonathan Weidenhamer explained changes to the building would improve circulation and access issues. The Mayor opened the public hearing, and hearing no input, the hearing was closed.

2. Ordinance approving a subdivision of the metes and bounds parcels, located at 291 Daly Avenue, Park City, Utah – Planner Ray Milliner stated the subdivision would create three lots of record. Two of the lots have existing single family homes and one vacant lot for future development. The Mayor opened the public hearing, and hearing no input, the hearing was closed.

3. Ordinance approving the Van Oordt-Matsumoto Subdivision plat located at 1002 and 1002½ Norfolk Avenue, Park City, Utah – Planner Brooks Robinson explained that the subdivision would create two lots from four lots that are split east and west by two property owners. The house at 1002 occupies the west half of these lots and a house at 1002½ occupies the east half of the lots. Following a brief discussion about maintenance issues, Cindy Matsumoto requested the right to seek access to 1002½ Norfolk from 10th Street in the future. The hearing was closed.

VI CONSENT AGENDA

Marianne Cone, "I move approval of Consent Agenda Items 1 through 4". Kay Calvert seconded. Motion carried.

1. Ordinance approving the second amended record of survey map for the Fashion Coalition Condominiums located at 613 Main Street, Park City, Utah

2. Ordinance approving a subdivision of the metes and bounds parcels, located at 291 Daly Avenue, Park City, Utah

3. Ordinance approving the Van Oordt-Matsumoto Subdivision plat located at 1002 and 1002 ½ Norfolk Avenue, Park City, Utah

4. Resolution proclaiming June as History Month in Park City, Utah

VII PUBLIC HEARINGS

1. Ordinance establishing compensation for the Mayor and City Council for Fiscal Year 2005-2006 in Park City, Utah

Stating that the Mayor was not compensated well enough, Candace Erickson yielded the floor to Kay Calvert who read a resolution proclaiming appreciation of Mayor Dana Williams' outstanding service as an elected official. Council Members offered quips about the Mayor's enjoyment of coffee, and presented the Mayor with items related to two of his passions: coffee cards and soccer tickets.

2. Resolution amending Section 2, Water Fees, of the Park City Fee Resolution increasing user rates

Mayor Dana Williams opened the public hearing.

Mike Sweeney questioned the philosophy for summer water rates. Based on the Water Conservation Rates, the rate increase from Block 3 to Block 4 was a smaller percentage than those for Blocks 1 to 2 and 2 to 3. He asked whether the rates were revenue neutral and what type model they were based on. Hearing no further comment, the hearing was closed.

Jim Hier explained the block rate structures were changed two years ago, through extensive surveys of usage in the various categories, in an effort to make each block revenue neutral, but to penalize higher users over the lower users. This proposal represents a 20% increase for all single and multi-family users. A punitive excessive use rate for commercial users was set by taking the worst case scenario of each commercial user and penalizing them if they exceed that amount. He explained there was an extensive model which takes everything into consideration. He suggested that Kent Cashel could review the data with Mr. Sweeney. He added there had been several public hearings regarding the rate increases, but very few people had attended.

3. Resolution adopting a tentative revised budget for fiscal year 2005, a tentative budget for fiscal year 2006, and the tentative plan for fiscal year 2007 for Park City Municipal Corporation and its related agencies and authorizing the computation of the property tax rate at a no tax increase rate

Mayor Dana Williams opened the public hearing. Peter Roberts, president-elect of Park City Summit County Arts Council stated they faced a reduction in their service contract and requested a rent reduction for their office space in Miners Hospital. Hearing no additional input, the hearing was closed.

Council members recommended that Kay Calvert and Candace Erickson review Special Service Contract re-allocation and return with a final recommendation. The rent request can be addressed at that time. They will also prepare a synopsis of specific benefits provided by each group. Manager Tom Bakaly asked Council to keep in mind there were other non-profit tenants in the building who did not apply for grants.

Jim Hier recommended that a subcommittee be established to work with Gary Hill next budget season. He wanted committee members to have a budget and audit function within the City so there was an opportunity to be involved in the budget review and criteria, well in advance of the presentation to Council.

Marianne Cone requested information submitted by the Special Service Contract applicants. Candace Erickson agreed it was important for the public to see what services the organizations provided.

VIII NEW BUSINESS

1. Ordinance establishing compensation for the Mayor and City Council for Fiscal Year 2005-2006 in Park City, Utah

Kay Calvert, "I move approval of an Ordinance establishing compensation for the Mayor and City Council for Fiscal Year 2005-2006 in Park City, Utah." Marianne Cone seconded. Motion unanimously carried.

2. Resolution amending Section 2, Water Fees, of the Park City Fee Resolution increasing user rates

Candace Erickson, "I move approval of a Resolution amending Section 2, Water Fees, of the Park City Fee Resolution increasing user rates." Marianne Cone seconded. Motion unanimously carried.

3. Resolution adopting a tentative revised budget for fiscal year 2005, a tentative budget for fiscal year 2006, and the tentative plan for fiscal year 2007 for Park City Municipal Corporation and its related agencies and authorizing the computation of the property tax rate at a no tax increase rate

Joe Kernan, "I move approval of Resolution adopting a tentative revised budget for fiscal year 2005, a tentative budget for fiscal year 2006, and the tentative plan for fiscal year 2007 for Park City Municipal Corporation and its related agencies and authorizing the computation of the property tax rate at a no tax increase rate." Jim Hier seconded. Motion carried unanimously.

4. Approval of Amendment #2 to the existing Hogan & Associates Construction Agreement, in a form to be complet4ed by the Legal Department, for work related to the Quinn's Recreation Complex project in the amount of $5,110,475

Joe Kernan stated he had been concerned about committing funding above the $4 million in bonds for ice. He asked Colin to reiterate their conversation so the public might understand better.

Capitol Project and Economic Development Director Colin Hilton stated the building would be better termed a recreation complex building. It will serve not only the ice arena, but also the outdoor fields and a myriad of additional items such as dry floor uses of the Olympic sheet ranging from trade shows, to art shows, or theatre style concerts. The building was designed with restrooms to handle those numbers of crowds. It will be a launching pad for outdoor recreational enthusiasts who hike and bike in Round Valley and the Rail Trail. The building is being funded from the ice budget, as well as the site and fields budget.

Mr. Hilton reviewed the Staff request for $5,110,475 for completion of Phase I and Phase II components of the Quinn's Recreation Complex. Category 1 items amount to $2,155.345; Category 2 items tally $2,186,823; and, ice rink finishes total $757.307. Combined with the budget surplus, construction during mobilization makes economic sense. He stated the project team had spent an enormous amount of time and resources to get the best value for the money.

Mayor Williams stated it was exciting to see the vision hitting the ground. He also commended Colin on how quickly the gas leak was resolved today.

Candace Erickson, "I move approval of Amendment #2 to the existing Hogan & Associates Construction Agreement, in a form to be complet4ed by the Legal Department, for work related to the Quinn's Recreation Complex project in the amount of $5,110,475." Kay Calvert seconded. Motion unanimously approved.

IX 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 3:00 p.m. Members in attendance with Mayor Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier and Joe Kernan. Staff present was Tom Bakaly, City Manager; and Tim Daley, Deputy City Attorney. Candace Erickson "I move to close the meeting to discuss property and personnel". Jim Hier seconded. Motion carried unanimously. The meeting opened at 4:45 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 Sharon Bauman

PARK CITY WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JUNE 9, 2005

Present: **Mayor Dana Williams; Council members, Kay Calvert, Marianne Cone, Candace Erickson; Jim Hier; and Joe Kernan**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Gary Hill, Budget Manager; Kim Leier, Human Resources Manager; Phyllis Robinson, Consultant, Alison Butz, Special Events and Facilities Manager; and Lloyd Evans, Chief of Police

Scott Loomis, Executive Director of Mountainlands Community Housing Trust

1. Council questions/comments. Candace Erickson discussed the City hosting the Whistler group and Scotland delegation this week. She reported on the progress of the dirt bike jumps and thanked the many volunteers working on the project. She, the Mayor, and staff continue to meet with the legislature and the ULCT tax force on the disbursement of the 1% sales tax option at point of sale. Jim Hier suggested that members of the community write the legislature on this issue and the Mayor spoke about forming a consortium with other resort communities in the state. Gary Hill recommended formulating talking points so that the message is the consistent and working with Senator Evans and Representative Ure throughout the process. Mr. Hier clarified that the Chamber and/or lodging association, etc. could argue that there are expenses associated with the generation of sales tax and all communities are not equal.

Kay Calvert commented on the artists' co-op at Jans and her meeting with the State Economic Development Department. She reported on the status of amendments to the state court's family practice proceedings where it appears that there may be more options for litigants other than traveling to Salt Lake. Council member Hier reported on the Planning Commission meeting held last night, specifically the IHC annexation. He believes there should be a new zone created for the hospital and suggested holding a joint meeting with the Planning Commission to discuss this aspect of the annexation. The Mayor discussed the mission of the Scottish delegation's visit to learn about balancing its economy because skier days have dramatically declined over the years. Candace Erickson pointed out that professional soccer in Salt Lake is attracting destination visitors.

2. Final budget review. Gary Hill advised that the budget policies and objectives appear in the Executive Summary, while the personnel policies and procedures are adopted separately by resolution. He discussed minor changes to the policies and objectives. Special service contracts will include eligibility language, *federally recognized not-for-profit organizations*. Other changes include clarifications of practices, like not funding scholarships or the purchase of equipment. It is the intention of staff and the subcommittee to better communicate services sought by the City for the benefit of applicants.

Gary Hill explained that non-exempt employees qualify for a 4% bonus annually and 6% for exempt employees. Now that salaries have been adjusted closer to market, there is a change in philosophy in awarding bonuses, which is now based upon exceeding expectations, not just attaining working level. In response to questions from Kay Calvert, Ms. Leier explained that our salary comparison data included bonuses, which were not included for other cities. Gary Hill explained that the percentage for bonuses is higher for exempt employees because they are not eligible for overtime or sick leave bonuses. Mr. Hill described the personnel development policy, specifically with regard to reclassifications and recognizing employees who take on additional responsibilities. However, there are criteria for eligibility, including a need in the department, demonstrated history of excellent performance, and education and/or experience. The reclassification must also be temporarily offset by a budget reduction within the department. The intent of the policy is to provide additional opportunities for certain job families and to motivate employees. The City Manager thanked the task force who worked on the concept. Joe Kernan questioned the language, "*if possible",* describing the budget offset. Mr. Hill felt this could apply to departments that are fully staffed at working level. The City Manager added that it is intended to encourage departments to use personnel item lines like consulting for offsets, not capital outlay for instance. Kim Leier discussed the change in overtime for police from 80 hours to 86 hours, making our policy consistent with the Fair Standards Labor Act. Jim Hier asked the reaction of our officers and Ms. Leier relayed that she believes they understand the reasoning and no one has strongly objected. The City's financial software can accommodate this modification and Ms. Leier explained a new bonus system to reward temporary employees. There is new language clarifying eligibility for performance bonuses, sick leave policy, and educational assistance, consistent with the Internal Revenue Service annual exclusion. Jim Hier recommended taking the actual dollar amount out and simply referring to the IRS Code, which was supported by the City Attorney. There is a new section on hourly federal wages. Kim Leier referred to the verbiage associated with exit interviews and withholding pay, which will be further refined by the Legal Department. Jim Hier suggested continuance to June 30 to provide Council more time to review the document.

Candace Erickson expressed her concern with the provision that employees who are terminated are not eligible for vacation bank pay-out. Ms. Leier explained that the City has a fairly liberal vacation carry-over policy, which represents significant dollars; she questioned if a termination should be rewarded. Tom Bakaly explained that the bank can be withheld if an employee is terminated *for-cause*. Jim Hier believed that if an employee is able to bank vacation, it should be paid out regardless of the nature of the termination. Kim Leier suggested that the task force take a look at the vacation bank policy during the year. She added that municipalities can withhold accrued vacation or city-paid retirement contributions associated with *for-cause* terminations. Joe Kernan pointed out that there are levels of egregious acts and felt the City Manager should have the discretion to decide on the award. Mr. Hier strongly believed that personnel policies should be clear, precise and consistent to be legally defensible. Gary Hill stated that acceptance of the personnel policies will appear on the June 30 agenda.

Gary Hill commented that the special service contract subcommittee met during the week and looked at the disbursement of the approximate $16,346 surplus. The group is recommending that the monies be divided proportionately between the lowest six awards based upon the amount already recommended. These include the Arts Council, Chamber, PHC, Community Outreach, Mountain Mediation, and the Christian Center which were slightly under-funded. The City Council concurred with the recommendation.

Mr. Hill continued that there is also an amendment to the impact fee ordinance scheduled tonight, which increases the exaction for parks, public safety, and roads, effective July 1. The Council will also be asked to adopt a revised budget for 2005, the final budget for 2006, and a two-year financial plan. The MBA and RDA will also convene to adopt their annual budgets.

3. Review of regular meeting:

Loan extension for Mountainlands. Phyllis Robinson explained that in December 2004, the City Council approved a bridge construction loan for 555 Deer Valley Drive, in the amount of $100,000 for a term expiring June 30, 2005. The City has subsequently received a request for a 90 day extension and staff contracted a third-party inspector who determined that the project is about 63% complete with completion expected in September. She stated that she is recommending an extension of 120 days, accommodating an October completion date. Scott Loomis explained the waiting list and reservation process.

Miners Hospital leases. Alison Butz explained that the approval of leases is recommended for three tenants, two of which hold special service contracts with the City; any reduction in rent is adjusted through special service contracts. Joe Kernan expressed his perception that the City treats non-profits differently and felt it appropriate to develop a policy. Candace Erickson agreed especially in consideration of the future move of the Police Department and potential requests for the vacated space in the Marsac Building.

Homeland security grant. Chief Lloyd Evans explained that approval of the resolution will allow the Police Department to draw funds from a grant authorized by the Division of Emergency Services and issued by the federal government. There was discussion on intrusion devices.

See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 9, 2005

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, June 9, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brooks Robinson, Planner; and Max Paap, Special Events and Facilities Coordinator.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Marianne Cone thanked everyone involved for making Mountain Trails Day a success. She also recognized Maria Barndt and the Parks Department for their exceptional efforts throughout town. Joe Kernan disclosed that he does business with Mountainlands Community Housing Trust and the Kimball Art Center.

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

The Mayor invited the audience to comment on any matter of City business not scheduled on the agenda. Hearing no comments, the public input session was closed.

IV CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving the Summer Subdivision plat located at 88 King Road, Park City, Utah – Brooks Robinson explained that this application includes Lots, 12, 13, 34 and 35 of Block 77 of the Millsite Reservation. The zoning is HRL and the minimum lot size is 3,750 square feet and this combination creates a 5,739 square foot lot and dedicates roadway to the City. There was no public input rendered at the Planning Commission meeting held on May 25, 2005. The Commission forwards a positive recommendation based on the findings of fact, conclusions of law, and conditions of approval outlined in the ordinance. The Mayor opened the public hearing and hearing no comments, closed the hearing.

2. Arts Festival Master Festival License and City Services Agreement – Kimball Art Center – Max Paap stated that the KAC is requesting modifying its original agreement to a one year agreement with an option to renew for one year after the 2005 Festival has been evaluated. There is a request to use City facilities on additional days and times to distribute access passes, which will be handled by the KAC staff. Main Street will be closed to 7th Street at noon on Friday when booths will be set up. Unlike last year, artists will be allowed to sell on Friday evening and the Festival will be opened to the public free of charge. The Gallery Stroll will also be taking place. He reported that Main Street will be closed to 7th Street, which is manageable. The artists will park in

the Flagpole Lot and the configuration of the entertainment area in the Brew Pub Lot will be slightly altered. There was discussion about the distribution of access passes for Old Town neighborhoods. In response to a question from Kay Calvert, Mr. Paap explained that KAC will receive $32,867 in City services and waivers. Jim Hier asked if this plan is acceptable to the HMBA membership. Mike Sweeney referred to the street closure illustrated in the staff report exhibit, and added that some parking for artists will be provided by the Sweeneys and Harry Reed. The Mayor invited the audience to comment and hearing no input, closed the public hearing.

V CONSENT AGENDA

The Mayor requested a motion to approve the Consent Agenda. Jim Hier, "I move to approve Consent Agenda Items 1 through 6". Kay Calvert seconded. Motion unanimously carried.

1. Ordinance approving the Summer Subdivision plat located at 88 King Road, Park City, Utah – See staff report and public hearing.

2. Arts Festival Master Festival License and City Services Agreement – Kimball Art Center – See staff report and public hearing.

3. Lease with the Summit County/Park City Arts Council for space located in the Miner's Hospital, 1354 Park Avenue – See staff report and work session notes.

4. Lease with Mountain Mediation for space located in the Miner's Hospital, 1354 Park Avenue - See staff report and work session notes.

5. Lease with Mountain Trails for space located in the Miner's Hospital, 1354 Park Avenue - See staff report and work session notes.

6. Resolution approving the FY 2005 State Homeland Security Gant Articles of Agreement between Park City Municipal Corporation and the State of Utah's Division of Emergency Services and Homeland Security and authorizing acceptance of grant funds - See staff report and work session notes.

VI PUBLIC HEARING

1. Ordinance amending Title 11, Buildings and Building Regulations, Chapter 13, Impact Fees of the Municipal Code of Park City, Utah increasing impact fees – The Mayor invited the public to comment and hearing no input, the public hearing was closed.

2. Resolution adopting a final revised budget for fiscal year 2005, a final budget for fiscal year 2006, and the final plan for fiscal year 2007 for Park City Municipal Corporation and its related agencies and authorizing the computation of the property tax rate at a no tax increase rate – Gary Hill thanked the budget staff for the many hours

invested in this project and he also pointed out that it was a City-wide effort. Hearing no input from the audience, the Mayor closed the public hearing.

VII NEW BUSINESS

1. Approval of 120 day extension for a $100,000 loan to Mountainlands Community Housing for the 555 Deer Valley Drive affordable housing project – Joe Kernan, "I move we approve the 120 day extension to the Mountainlands loan". Kay Calvert seconded. Motion unanimously carried.

2. Ordinance amending Title 11, Buildings and Building Regulations, Chapter 13, Impact Fees of the Municipal Code of Park City, Utah increasing impact fees – Kay Calvert, "I move to approve the Ordinance amending Title 11, Buildings and Building Regulations, Chapter 13, Impact Fees of the Municipal Code of Park City, Utah increasing impact fees". Marianne Cone seconded. Motion unanimously carried.

3. Resolution adopting revised Personnel Polices and Procedures Manual, dated July 1, 2005 for Park City Municipal Corporation – Marianne Cone, "I move to move the Resolution adopting revised Personnel Policies and Procedures to June 30, 2005". Jim Hier seconded. Motion unanimously carried.

4. Resolution adopting a final revised budget for fiscal year 2005, a final budget for fiscal year 2006, and the final plan for fiscal year 2007 for Park City Municipal Corporation and its related agencies and authorizing the computation of the property tax rate at a no tax increase rate – Jim Hier, "I move that we adopt the Resolution adopting a final revised budget for fiscal year 2005, a final budget for fiscal year 2006, and the final plan for fiscal year 2007". Joe Kernan seconded. Motion carried unanimously.

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned and a Redevelopment Agency meeting and Municipal Building Authority meeting convened to adopt their annual budgets.

MEMORANDUM OF CLOSED SESSION

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

6/7/05

Annette Fierro

To... assignment.desk@ksl.com

Cc...

Bcc...

Subject:

Attachments:

Staff Sergeant Jessica Nelson, daughter of Annette and Michael Fierro of Park City and Dennis Nelson of Murray, is returning to US soil in Salt Lake City, Utah after valiantly serving in the Middle Eastern area war efforts. Born and raised in Salt Lake City, Jessica was just given an honorable release from Tel Aviv, Israel. However, not from the United States Marines Corps, they consider her too valuable to release just yet! She has been assigned to the Marine Air Logistics Squadron, Headquarters Marine Air Group, 1st Marine Air Wing in Kaneohe Bay, Hawaii (finally in the great US!). Staff Sergeant Jessica Nelson is currently flying here to the Salt Lake International Airport from where she was stationed as the Detachment Commander of the Marine Security Guard (MSG) Detachment at the American Embassy, Tel Aviv, Israel. She is the recipient of the Navy Achievement Medal, Navy Meritorious Unit Commendation, two Marine Corps Good Conduct Medals, the National Defense Service Medal, two Navy and Marine Corps Overseas Service Ribbons, the Marine Security Guard Ribbon and two Marine Corps Meritorious Masts. Her company commander recently submitted a package to Marine Security Guard Battalion (Quantico, Va.) for her meritorious promotion to staff sergeant. Sergeant Nelson was previously assigned to MSG detachments in Berlin, Germany; Manama, Bahrain; and Bagdad, Iraq. She is a 1997 graduate of Miami Sunset High School, Miami, Florida.

(Thank you so much for your time in reading and considering this. I am the very proud mother of Jessica and realize that she has never been recognized by the press here in Salt Lake City for her outstanding efforts and loyalty to serve our country and now that she is returning to the US, I thought it appropriate and pretty darn cool to surprise her, especially when we hear so much sad news about our military. She is arriving tomorrow morning at 09:55 on Continental Airlines. If you have any questions regarding this, please feel free to contact me at the Park City Police Department, 435-615-5500).

Thanks again,
Annette Fierro

Armed Forces news

U.S. Marine Corps **Sergeant Jessica Nelson,** daughter of Annette and Michael Fierro of Park City, has been assigned to the Marine Air Logistics Squadron, Headquarters Marine Air Group, 1st Marine Air Wing in Kaneohe Bay, Hawaii. Sergeant Nelson is currently the detachment commander of the Marine Security Guard (MSG) Detachment at the American Embassy, Tel Aviv, Israel.

She is the recipient of the Navy Achievement Medal, Navy Meritorious Unit Commendation, two Marine Corps Good Conduct Medals, the National Defense Service Medal, two Navy and Marine Corps Overseas Service Ribbons, the Marine Security Guard Ribbon and two Marine Corps Meritorious Masts. Her company commander has submitted a package to Marine Security Guard Battalion (Quantico, Va.) for her meritorious promotion to staff sergeant.

Jessica Nelson

Sergeant Nelson was previously assigned to MSG detachments in Berlin, Germany; Manama, Bahrain; and Baghdad, Iraq. She is a 1997 graduate of Miami Sunset High School, Miami, Fla.

RESOLUTION EXTENDING THE MAYOR'S AND CITY COUNCIL'S APPRECIATION OF THE PATRIOTIC COMMITMENT OF UNITED STATES MARINE CORPS SERGEANT JESSICA NELSON FOR HER SERVICE TO OUR COUNTRY

WHEREAS, it is appropriate to acknowledge residents of the past and present who proudly and willingly volunteer for military service to ensure a sound national defense, to provide a strong deterrent to attacks from hostile sources, and to maintain the security of our country and free people everywhere; and

WHEREAS, we gratefully acknowledge that we live in freedom today because of the many sacrifices that have been made and are being made today, by the valiant servicemen and women in the Armed Forces and their families; and

WHEREAS, we extend continuing support of these men and women and their families in this time of uncertainty and devote our thoughts and best wishes to all military service members and their families; and

WHEREAS, the Park City community extends its hope for a prompt end to the military actions facing our nation, and a safe and speedy return of our citizens serving in the military and all U S Armed Forces members.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council urge citizens to also pay tribute to our military men and women and their families, and to extend our heartfelt appreciation for their courageous service in the preservation of the heritage of freedom of our great nation.

PASSED, ADOPTED AND PRESENTED to United States Marine Corps Sergeant Jessica Nelson this 30th day of June, 2005.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

City Council Staff Report

Author:	**Jonathan Weidenhamer**
Subject:	**Subdivision Plat - 1499 Park Avenue**
Date:	**June 30, 2005**
Type of Item:	**Administrative**

PARK CITY 1884

PLANNING DEPARTMENT

Recommendation:
Staff recommends that the City Council review the proposed subdivision, conduct a public hearing and consider approving the subdivision according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

Topic

Applicant	Blake Henderson (David White, Representative)
Location	**1499 Park Avenue (Old Texaco lot)**
Zone:	Recreation Commercial (RC)
Adjacent Land Uses	Multi-family residential, commercial (7-11 Convenience store)

Background
The Planning Commission reviewed this item at the June 22, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted to forward a positive recommendation to the City Council to approve the plat amendment.

The lot is an approximately 15,712 sf metes and bounds parcel. It is the site of the old Texaco Station and is currently vacant. The property is located across from the 7-11 convenience store on Park Avenue. The applicant proposes a 10 unit multi –family condominium on the site. Multi-unit dwellings are a Conditional Use in the RC District and that application will be reviewed by the Planning Commission at their July 13, 2005 meeting. The applicant has met with the Park City Building Official and has begun to address additional site issues including environmental concerns and the flood zone, in which the property is located.

Analysis
The creation of a lot of record out of a metes and bounds parcel is necessary for anticipated multi-family construction. The lot has frontage on three streets. The RC zone requires the following minimum setbacks: Park Avenue – front (20’); 15th Street – front (20’); Woodside Avenue – street side (10’). 10’ Public Utility and Snow Storage easements will be required along Woodside Avenue. A major overhead power line runs parallel to 15th Street, within the property. A 20’ Power Easement will be required, 10’on either side of the line. The propsed subdivision plat (Exhibit A) indicates these easements.

Department Review

This project has gone through an interdepartmental review. The site is located outside the boundary of the Park City Soils Ordinance; therefore the ordinance does not apply to this property. Concerns relating to the old gas storage tanks have been discussed and the site has been remediated and is in possession of a “No Further Action” letter from the Utah Department of Environmental Quality UST Division. As a result, the site has been remediated to the satisfaction of the City’s Building Official and Environmental Specialist.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record. No public input has been received by the time of this report.

Recommendation

Staff recommends that the City Council review the proposed subdivision, conduct a public hearing and consider approving the subdivision according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

Exhibits

Ordinance
Exhibit A – Subdivision Plat

Ordinance No. 05-

AN ORDINANCE APPROVING THE HENDERSON SUBDIVISION CREATING ONE LOT OF RECORD OUT OF A METES AND BOUNDS PARCEL LOCATED AT 1499 PARK AVENUE.

WHEREAS, the owner of the metes and bounds parcel known as 1499 Park Avenue, located in the southwest corner of Section 9, Township 2 South, Range 4 East 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 June 22, 2005 the Planning Commission held a public hearing to receive public input on the proposed subdivision, and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to create one legal lot of record out of a metes and bounds parcel; 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 lot is an approximately 15,712 sf metes and bounds parcel.
2. The creation of a lot of record out of a metes and bounds parcel is required prior to development on the lot.
3. The lot is located across from the 7-11 Convenience store on Park Avenue.
4. The lot is the site of the old Texaco Station and is currently vacant.
5. Multi-Unit Dwellings are a Conditional Use in the RC District.
6. The property is identified in FEMA's National Flood Insurance Rate Map as being a special flood hazard area inundated by 100 year flood.
7. The RC zone requires the following setbacks from the three adjoining streets: Park Avenue – front (20'); 15th Street – front (20'); Woodside Avenue – street side (10').
8. A 10' Public Utility and Snow Storage easement will be required along Woodside Avenue.
9. A major overhead power line runs parallel to 15th Street, within the property lines for this parcel. A 20' Power Easement will be required for the power line, 10'on either side of the pole line.
10. The Planning Commission reviewed this item at the June 22, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted to forward a positive recommendation to the City Council to approve the plat amendment.

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 will review and approve the final form and content of the Subdivision Plat for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
2. The applicant will record the Subdivision Plat 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.
3. Approval of a construction mitigation plan is a condition precedent to the issuance of final building permits.
4. A financial guarantee for public improvements in a form acceptable to the City Attorney and in an amount acceptable to the City Engineer shall be in place prior to plat recordation or building permit.
5. Easements are dedicated on the plat as shown.

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

PASSED AND ADOPTED this 30th day of June, 2005.

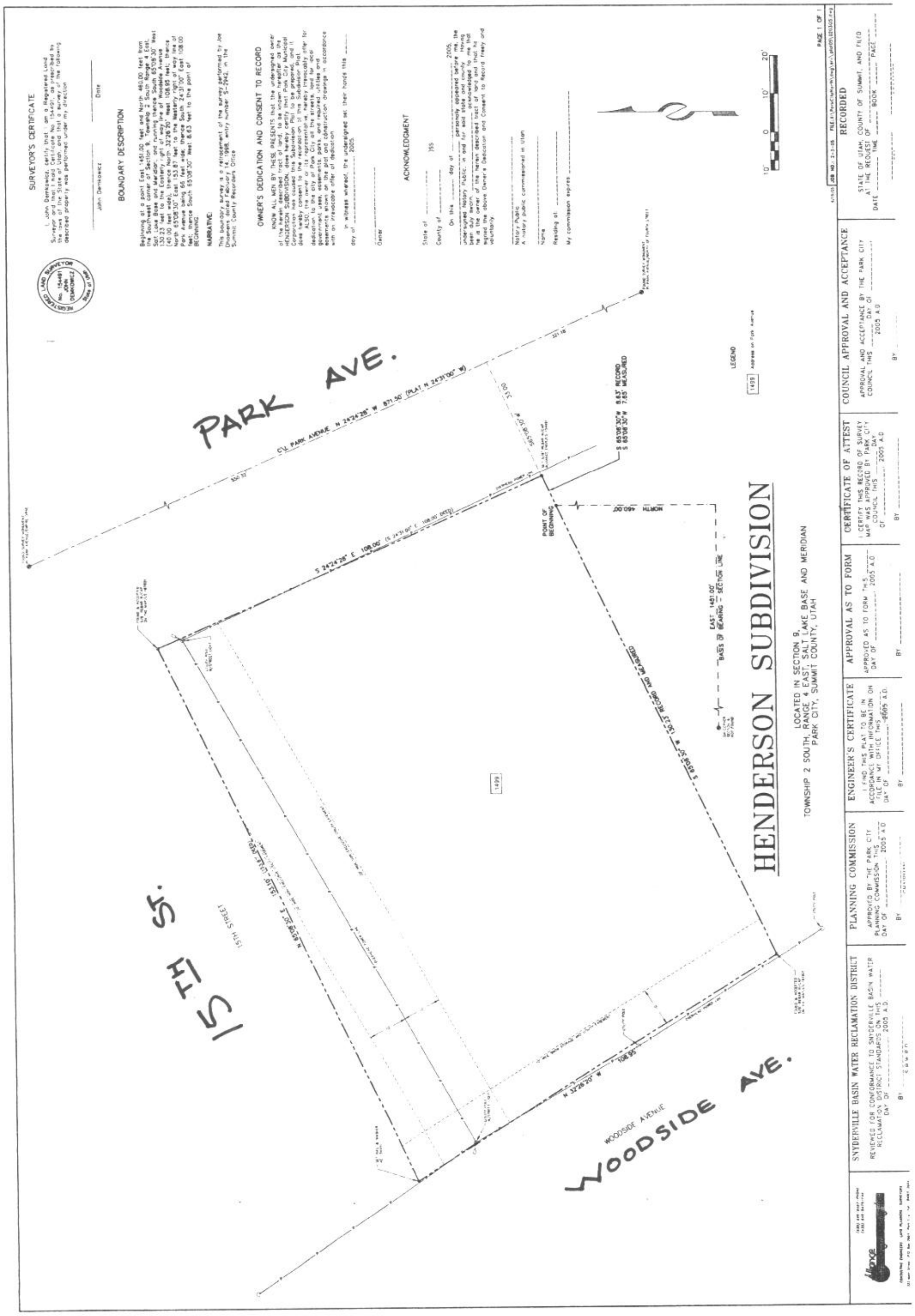

HENDERSON SUBDIVISION
LOCATED IN SECTION 9,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH
PARK AVE.
15TH ST.
WOODSIDE AVE.
SURVEYOR'S CERTIFICATE
BOUNDARY DESCRIPTION
OWNER'S DEDICATION AND CONSENT TO RECORD
ACKNOWLEDGEMENT
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
PLANNING COMMISSION
ENGINEER'S CERTIFICATE
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST
COUNCIL APPROVAL AND ACCEPTANCE
RECORDED

EXHIBIT A

City Council
Staff Report

Author: Dave Gustafson
Subject: Rocky Mountain Mustang Round-Up
Date: June 30, 2005
Type of Item: Administrative – Master Festival License

Special Events and
Facilities Department

Summary Recommendations:
Review the Master Festival License application, conduct a public hearing, and consider approving the license for the Rocky Mountain Mustang Round-Up Master Festival License, August 12-14, 2005.

Description:

Topic:

Review the Master Festival License Application, submitted by the Park City Chamber/Bureau, for the Rocky Mountain Mustang Round-Up for August 12-14, 2005.

Background:
The Rocky Mountain Mustang Round-Up will be held in Park City, August 12-14, 2005. The event on the August 12th will be a "Pony Cruise" and requires no assistance from the City. The event on the 14th will be held at the PCMR parking lot and requires no assistance from the City. On Saturday, August 13th the promoter would like to host a car show on Main Street between Treasure Mountain Inn (TMI) and 9th Street. Other Mustang Round-Ups have been held in Park City, but this will be the first time that Main Street would be shut down to showcase the vehicles.

The Rocky Mountain Mustang Round-Up is consistent with the City Council's Goal #4 which is to continue to promote Park City as multi-seasonal resort by maintaining its status as a World Class Resort which hosts such events as this and to increase the number of events in the summer.

Analysis:
The promoter is expecting approximately 250-300 participating vehicles and would like to close Main Street to all other vehicle access from 7:00 am until 4:00 pm. Participants will drive their vehicles to the top of Main Street via Swede Alley and then down Main Street to Heber Avenue. Lower Main Street would be loaded off of Heber Avenue down to 9th Street. Participants will then back their vehicles into the curb at a diagonal with the front of the vehicle facing downhill. The display vehicles will have enough space between them so that both car doors can be fully opened. Traffic control will be provided by volunteers at side street entrances; Swede/Main intersection and Heber/Main Street intersection. It is proposed that the event would

run from 10:00am until 3:00pm with the street being cleared by 4:00pm. At the conclusion of the car show, all exhibitors are required to remove their vehicles from the Main Street to allow for new Main Street patron parking.

Traffic and Parking
Parking for the event on August 12th will be at the host hotel and 14th will be fully contained within the Park City Mountain Resort parking lots. Regular traffic will not be severely impacted. Parking for the Main Street event on the 13th will be accommodated by existing parking in Old Town core and by directing patrons to ride the transit system.

City Services
Coordination of Main Street closures for August 13th will be determined in further conversations with the organizers. Barricades will be needed requiring City personnel to set-up and take-down. The applicant has requested no fee waivers. The Building Department will review all temporary structures including tents and bleachers for compliance with the Building Code where applicable.

Since the event is stating a moderate crowd size, the Police Department may required Police presence at the event. Staff is working on identifying the locations and hours to prepare estimated costs for the organizer.

Department Review:
All applicable departments have reviewed the Rocky Mountain Mustang Round-Up event and their comments have been incorporated within the report.

Recommendation:
Review the Master Festival License application, conduct a public hearing, and consider approving the license for the Rocky Mountain Mustang Round-Up Master Festival License, August 12-14, 2005 based on the following:

Findings of Fact:
1. The Main Street closure takes place on August 13th, 2005 starting at 7:00 am until 4:00 pm between the TMI Building and 9th Street. Heber Avenue will remain open during this event.
2. Parking for the anticipated crowd size during the event will be accommodated at the core Old Town area and at the Silver King Lot at PCMR where spectators can utilize the transit system.
3. The events associated with the race will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
4. The event will not interfere with police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services. No other Master Festival or Special Event Licenses have been issued for August 12-14, 2005.

5. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
6. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
7. The applicant shows significant reasons, such as the nature of the event as a promotion of a community event within Park City.

<u>Conclusions of Law</u>:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

<u>Conditions of Approval</u>:

The applicant will work with Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.

The applicant shall provide to the Special Events Manager proof of liability insurance as may be required by the Special Events Manager or the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured if necessary.

All vehicles associated with the event that are parked on Main Street will be required to vacate the Main Street area to allow for new Main Street patrons to park.

Resolution No.

RESOLUTION CELEBRATING KPCW'S 25th ANNIVERSARY

WHEREAS, 25 years ago, the Honorable Mayor John C. Green, Jr. declared July 2, 1980 as "Community Wireless Day" and observed that "KPCW was possibly the only thing all of Park City ever agreed upon"; and

WHEREAS, 25 years later, KPCW continues to create community by being residents' "Park City Connection:, reaching three-quarters of all adults each week; and

WHEREAS, KPCW has gained a national reputation for excellence and has been called "a model" for other small town public radio stations; and

WHEREAS, the Corporation of Public Broadcasting has found that KPCW has more listeners and raises more money per capita than any other public ratio station in the nation; and

WHEREAS, Park City residents and businesses have contributed over $5.5 million to the station over the past 25 years; and

WHEREAS, KPCW has broadcast over 30,000 hours of local news and information programs; 380,000 free public service announcements; and over 547,000 lost dog reports;

NOW, THEREFORE, BE IT RESOLVED that the Park City Council congratulates the volunteers, Board of Trustees, staff and contributors who have made KPCW a nationally recognized asset to the residents of Park City.

PASSED AND ADOPTED this 30th day of June, 2005.

City Council Staff Report

Author: Jonathan Weidenhamer
Subject: Sidewalk Dining - Leases
Date: June 30, 2005
Type of Item: Administrative

PLANNING DEPARTMENT

Summary Recommendations:
Consider approving leases for sidewalk dining for each of the applicants as presented.

Topic:
Outdoor Dining on Main Street sidewalks.

- 227 Main Street – Uptown Fare
- 412 Main Street – Bistro 412

Background:
Section 15-2.6-12 of the Land Management Code allows Outdoor Dining on “leased public property” as an Administrative Conditional Use Permit. On May 24, 2004, the City Council provided direction that they would like to continue sidewalk dining, but preferred to continue to sign only annual leases. The leases under consideration are consistent with the direction provided by City Council on May 24, 2004. Further extension of the sidewalk dining season, from April 22 – October 30, has also been requested.

The City did not receive any complaints regarding the sidewalk dining program conducted in 2004. On April 21, 2005 the City Council supported continuation of the Sidewalk Dining program.

Analysis:

Any seasonal lease the City enters would: regulate the time and duration of the use, provide for consistency in look and materials, ensure the aesthetic value of the Historic District by preventing visual clutter, prevent conflicts with Special Events/MFL’s, mitigate for conflicting uses in the public right-of-way, ensure for cleanly sidewalks, and provide an ongoing monitoring mechanism and revocation provision for failure to comply with regulation.

Staff has prepared a draft lease template that would be executed with each individual applicant prior to approving any Outdoor Dining on City Sidewalks (Exhibit A). At this time staff has made a preliminary determination that the following applications meet the standards for outdoor dining provided at LMC Section 15-2.6-12 as well as the proposed operational restrictions (Exhibit C):

227 Main Street – Uptown Fare
412 Main Street – Bistro 412

Per LMC requirement, notification of these applications was sent to adjacent property owners. The notices for 412 Main Street were sent on May 28, 2004. The notices for 227 Main street was sent on June 23, 2005. Each of them has an approved, or pending to be approved, Administrative Conditional Use Permit for Outdoor Dining on City Sidewalks (conditioned upon a current, approved lease). These Administrative Conditional Use Permits do not have expiration dates, and run with the land, or until City Council provides direction to not allow use of City-side walks for outdoor dining. The site plans for each of these are attached as Exhibit B.

Alternatives:

A) Approve the leases for sidewalk dining for each of the applicants as presented; or

B) Deny the leases as proposed; or

C) Modify the lease language or operational restrictions and then provide direction to approve the lease(s) as amended; or

D) Continue the hearing for more information or discussion.

Recommendation:
Staff recommends Alternative A.

Exhibits
Exhibit A – Typical Lease
Exhibit B – Site Plans
Exhibit C – Operational Restrictions

Exhibit A

MAIN STREET SIDEWALK
OUTDOOR DINING LEASE
(typical)

This LEASE AGREEMENT is made and executed this 21st day of April 21, 2005, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah (“Park City”) and *restaurant name*, a Utah LLC, located at *address* Main Street, Park City, Utah (“Tenant”).

The Parties agree as follows:

PROPERTY. The property affected by this lease is generally described as the sidewalk area directly fronting Tenant’s restaurant located at *xxx* Main Street, and more specifically described via site plan at Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the “Premises”).

2. RENT. Tenant shall be solely responsible for payment of any and all costs associated with Tenant’s performance under this lease, including but not limited to City additional business licensing fees, insurance, sales taxes and other expenses.

3. TERM. The term of this Agreement shall commence on April 22, 2005 and shall terminate on October 30, 2005, unless terminated earlier as provided herein.

4. USE OF PREMISES. Tenant may use the Premises only for the provision of outdoor dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. Additional operational restrictions are attached hereto at Exhibit C, if applicable. Park City makes no representations regarding the premises and tenant accepts the premises “as is”.

5. IMPROVEMENTS TO THE PREMISES. Tenant shall not make any improvements to the Premises without first obtaining Park City’s written consent. Any improvements approved by Park City shall be completed at Tenant’s sole expense and removed at Tenant’s sole expense upon expiration of this Agreement.

6. SIGNS. No signs shall be permitted on the Premises except as specifically approved pursuant to the Park City Sign Code and/or Tenant’s Master Sign Plan.

7. INSURANCE. Tenant shall, at Tenant’s sole expense, carry a policy of general liability insurance in an amount of at least One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000.00) per incident or occurrence. Park City shall be named as an additional insured by endorsement on each policy. Tenant’s insurance is to be primary to Park City’s and Park City’s insurance shall be non-contributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant’s sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant

will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

8. HOLD HARMLESS. Tenant covenants and agrees to defend, indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant' use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Park City, 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. Sections 63-30-1, et seq), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act.

9. ASSIGNABILITY. Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.

10. PROFESSIONAL PERFORMANCE. Tenant agrees to perform services under this contract at the highest professional standards, and to the satisfaction of Park City.

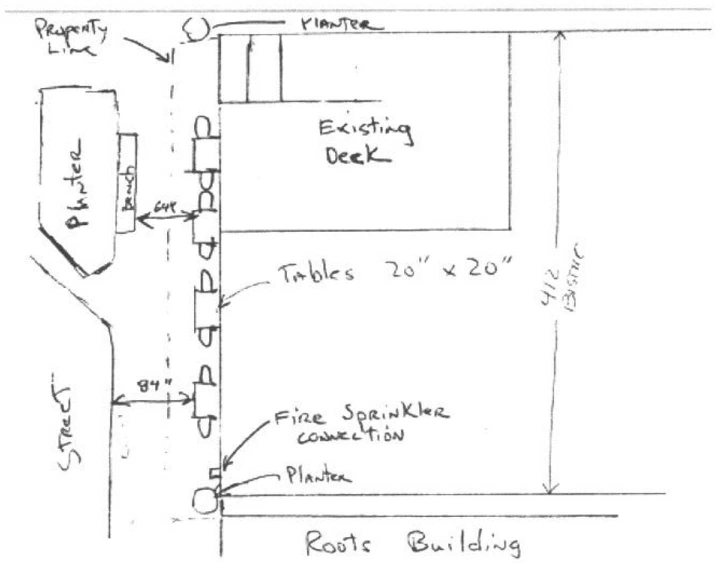
11. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Utah.

12. FORCE MAJEURE. Any delay or failure of either Party to perform its obligations under this Agreement shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control, including act of nature, terrorism or war.

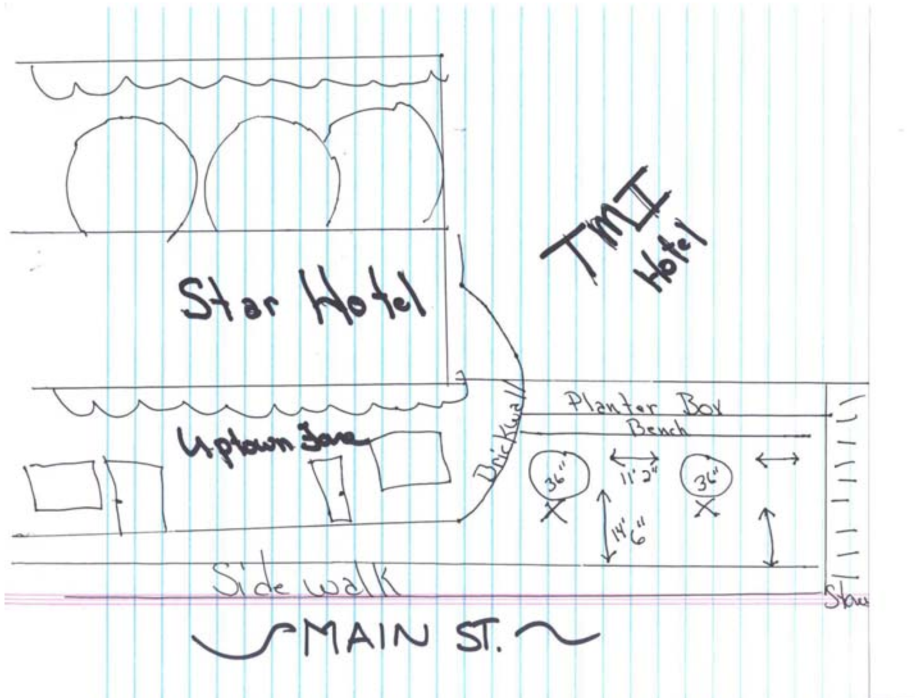
13. ENTIRE AGREEMENT. This Agreement constitutes the entire and only agreement between parties and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Exihibit B



412 Main St
412 Bistro
(4 tables)



227 Main Street
Uptown Fare
(2 tables)

Exhibit C

SIDEWALK DINING
OPERATIONAL RESTRICTIONS

The following operational restrictions shall apply to all leases for outdoor dining on Main Street sidewalks:

1. Site Plan - This plan shall be to scale and indicate: the proprietors' building as it relates to the exact locations of chairs, tables, stanchions, umbrellas, heaters, curb (width of sidewalk), and any other existing public improvements (light fixtures, fire department connections, parking meters, utility covers, etc.).
2. Details/ Spec Sheets – Shall be submitted for each piece of equipment proposed with this application. This will include all tables, chairs, umbrellas, heaters, lighting sources, and crowd barricades, etc.
3. Parameters of Permit - Sidewalk Dining is allowed from May 1until October 30, from 8:00 am until 10:00 pm.
4. Violations - Ongoing Monitoring will be provided to ensure compliance with lease parameters. A revocation provision will be included for lessee's failure to comply.

Design Standards

1. SIZE. Sidewalk dining area shall be limited to the linear frontage a building has on Main Street.
2. ADVERTISING. Additional signing or advertising is prohibited beyond what is allowed by the Sign Code. Umbrellas, table tents, or any other equipment must be free of branding or other promotion.
3. FURNITURE. All tables and chairs shall be metal and be either black or gray, and have a powder coated finish.
4. STANCHIONS. Any necessary crowd control barricades must be equivalent to the Crowd Controller TensaBarrier & Tape - Model 890 Standard, or T-Max, which has been approved by the Preservation Planner and chosen for its minimal visual intrusion, durability, and functionality. TensaBarrier poles shall be black and powder coated, and the tape shall be black also.
5. UMBRELLAS. Umbrellas are prohibited from having any advertising or signing and shall be in solid, primary colors. Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas must meet international building code and standards and shall not create any public hazard.
6. HEATERS. Any proposed heaters shall be reviewed at the time of initial application. In most cases, additional heating elements may require additional building permits.
7. LIGHTING. No additional electric lighting is permitted, including exterior building lighting.
8. LANDSCAPING/ ATMOSPHERE. Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application, and shall not create any public hazard or unnecessary clutter.

9. ADDITIONAL EQUIPMENT. To prevent unnecessary visual clutter, additional equipment beyond those outlined in this section is prohibited. This includes server or bus-stations, garbage receptacles, podiums, pedestals, etc.
10. LICENSING. The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances.
11. HEALTH & SAFETY. The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.
12. MUSIC. The use of outdoor speakers and music is prohibited unless expressly allowed by Park City Municipal Corporation Special Events Director.
13. SPECIAL EVENTS. Operation of Sidewalk Dining during Special Events and Master Festival Licenses is prohibited when the boundary of that Special Event includes Main Street unless expressly allowed by Park City Special Events Director.
14. MAINTENANCE. The dining area shall be cleanly and maintained in a neat and orderly fashion.
15. STORAGE. All equipment and other associated materials must be removed from the sidewalk and stored on private property overnight and during prohibited times.

City Council
Staff Report

Author: Pace Erickson**,** Clint Dayley
Title: Operations Manager, Parks & Golf Supervisor
Subject: North End of City Park Irrigation System Upgrade **PUBLIC WORKS**
Date: June 30, 2005
Type of Item: Administrative

SUMMARY RECOMMENDATIONS:
Authorize staff to enter into a contract in a form approved by the City Attorney's office with Turf Sprinkler Company for the irrigation system upgrade at City Park in the amount of $112,720.

DESCRIPTION:

A. Topic: North End of City Park Irrigation System Upgrade.

B. Background: The current irrigation system for the athletic field in City Park dates to 1985. Over the years several improvements have been made to the irrigation system but the system remains inefficient due to inconsistent spacing between sprinkler heads, inadequate pipe size resulting in poor water distribution and the lack of control.

The Parks Division has conducted several irrigation audits dating back to1992. Before improvements were made the water distribution efficiency was 48%. After improvements were made the efficiency was raised to 55%. Today a minimum efficiency of 80% is considered good and for sprinkler system 90% efficiency optimal.

On August 23, 2004 Staff approached City Council on behalf of the Recreation Advisory Board with a request for direction on several recreational capital projects. One project identified on the list was a new irrigation system at City Park. The Parks Division pursued design of the irrigation system and sent it out to bid.

This is the second time this project has gone through the bid process. This project initially went to bid on March 15, 2005. At bid closing RBI, Inc was the only company to summit a bid. After review, RBI's bid was clearly non-compliant with the prescribed requirements of the published bid package. More specifically, the bid submitted did not fully respond to the bid documents and project specifications (minimum bidder qualifications) by failing to provide required documentation. Consequently, the City Manager exercised his option to reject the bid.
After rejecting RBI, Inc bid, staff reviewed the project to look for ways to improve bidder response. The following changes were made to the project before it was re-bid:

- Modify scope of work, reducing the size of project.

- o Bid several months in advance before the project is scheduled to begin.
- o Increase the time period the work can be done.

Analysis: The bid invitation was re-advertised in the Park Record for two weeks and was published in the Intermountain Contractors publication (The Dodge Report). Three companies expressed interest in the project. At bid closing we received two bids. Both companies that submitted bids are highly qualified for this project meeting or exceeding all of the minimum qualification identified in the bid documents.

Company	Bid Price
Turf Sprinkler Company	$112,720
Valley Crest Landscape Development	$161,615

Scope of Work
The rugby & softball fields are the areas of City Park receiving the irrigation system upgrade. This project entails, installing a new 4" main line around the perimeter of the park, new laterals, valves, control wires and sprinkler heads. This project also includes installing a new back flow, flow meter and main line under Sullivan Road. This park is located within the soils ordinance district and in order to limit soil disturbance, pipe pulling will be required for the installation of all pipe 2 ½ inch in diameter and smaller. This type installation will greatly reduce soil disturbance because the pipe is actually pulled underground. This will reduce if not eliminate the use of chain type trenchers which bring all of the contaminated soil to the surface. Pipe pulling will greatly reduce the impact to the park. This approach will allow play to resume on the fields immediately after installation.

The large 4" main line will have to be trenched. This system has been designed with single head control for maximum water management. All installation practices will conform to the Park City Soil Ordnance Code, Title 11 of the Building Regulations.

Turf Sprinkler Company has 39 years of experience in the irrigation installation business. Staff recommends this construction contract be awarded to Turf Sprinkler Company.

Department Review:

Public Works Department
Legal Department
Recreation Department
Executive Office

ALTERNATIVES:

- **Approve the Request:** Authorize staff to enter into a contract in a form approved by the City Attorney's office with Turf Sprinkler & Irrigation Company for the irrigation system upgrade at City Park in the amount of $112,720. **(Staff recommended)**

- **Deny the Request:** Should Council decide not to award a contract to upgrade the irrigation system, the park will remain in its present condition. **(Staff does not recommend this option).**

- **Continue the Item:** Council could continue the item with direction for additional information. **(Staff does not recommend this option).**

- **Do Nothing**: Should Council decide to hold off on this project, the park would remain in its present condition. **(Staff does not recommend this option).**

SIGNIFICANT IMPACTS:

Fiscal: There is $959,776 available to fund this project.

The City Park Improvement Funds are:
- 31-42038-7319-000-100 $445,498
- 31-43308-7319-000-485 $200,000
- 31-43308-7319-000-477 $300,000
- 33-49059-7319-000-100 $14,278

RECOMMENDATION: Authorize staff to enter into a contract in a form approved by the City Attorney's office with Turf Sprinkler Company for the irrigation system upgrade at City Park in the amount of $112,720.

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of July, 2005, by and between PARK CITY MUNICIPAL CORPORATION, P O Box 1480, Park City UT 84060, a municipal corporation of the state of Utah (hereinafter City), and TURF SPRINKLER COMPANY, 2808 East Mt. Jordan Road, which is a (*check one*) _X__ corporation ___ partnership ___ sole proprietorship ___ limited liability company (hereinafter Contractor).

PURPOSE: For the project known as the North End of City Park Irrigation System Upgrade (hereinafter Project), which consists of which consists of installing a new irrigation system which would included pulling new main line, wires, installing new sprinkler heads, etc at Park City Municipal's City Park,1450 Sullivan Road, Park City Utah.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in the Information for Bidders as the Basic Bid, and the following additive alternates: #1- (point of connection, vault, and road cut), as specifically set out in the contract specifications, which is made a part hereof by reference, herein called the Project.

The Project will be bound by the specifications referenced herein, according to the Advertisement for Bid, the Information for Bidders, the General Project Requirements and Specifications provided by City, the Bid of the Contractor, Bid Bond, Drawings, Notice of Award and Notice to Proceed, collectively referred to as the Contract Documents, all of which are incorporated herein by reference and on file in the Parks Department. To the extent that this Agreement conflicts in any way with a proposed form agreement which may have been submitted as part of the bid specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the bid documents and specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall, within ten (10) days of a submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers, and materialmen who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Documents and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any necessary corrections to the Project shall be guaranteed for a period of one (1) year following the date of substantial completion of the Project under the terms of the performance bond.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing

Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract Amount.

SECTION 3. INSURANCE. Unless otherwise specified in the bid documents, the Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide a Certificate of Insurance evidencing:

> **A.** Automobile Liability insurance with limits no less than five hundred thousand dollars ($500,000) combined single limit per accident for bodily injury and property damage.
>
> **B.** Commercial General Liability insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if specifically requested; and employer's liability.
>
> **C.** Workers Compensation insurance written on an occurrence basis with limits no less than one half million dollars ($500,000) combined single limit per occurrence.

The City shall be named as an additional insured on the insurance policies and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The City reserves the right to request certified copies of any required policies.

The Contractor's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor the total sum of ONE HUNDRED AND TWELVE THOUSAND SEVEN HUNDRED AND TWENTY DOLLARS ($112,720) for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project, including any additive alternates listed within the Scope of Work described in Section 1.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an amount not to exceed that detailed in the attached payment schedule (Attachment A) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Documents.

A. RETAINAGE. The City may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor. The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his request a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the Project.

B. **FINAL PAYMENT**. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten days of receipt of the Notice to Proceed and shall be completed by May 1, 2006. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager.

Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by Change Order, no damages shall become due to Contractor for City caused delay. A Change Order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The Change Order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City ($0.00), which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested, and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in order of precedence listed below:

A. An agreed lump sum; or in the event the parties cannot agree; then
B. The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then

C. The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit.
The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including but not limited to payroll stubs, bond bills, and invoices, to validate the Contractors calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which is not disposed of by Agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this agreement upon the occurrence of one or more of the following events:

A. If Contractor or any Subcontractor should substantially violate any of the provisions of this contract;

B. If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy sense; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing,

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefor within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and to defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this agreement without the prior written consent of the City, provided however, that claims for compensation due or to become due the Contractor from the City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including but not limited to compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this Section caused in whole or in party by the Contractor, any subcontractor, sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this contract shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This contract represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten calendar days after receiving the NOTICE TO PROCEED.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for Special Events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

A. Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries

B. Construction of decks, patios, landscape walls less than 4 feet in height, and fences on individual single-family lots

C. Non-mechanized exterior painting on individual single-family residences

D. Non-mechanized landscaping on individual single-family residences

E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a Special Permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION MANAGEMENT PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the Community Development Department, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the Community Development Department.

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by Special Permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department review and approve a parking plan. The plan shall also include anticipated temporary parking (e.g. delivery vehicles, large equipment parking).

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the Community Development Department**,** the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal**.**

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. **Construction Sign Requirements**. A sign, indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed 12 square feet in size, six feet in height and shall not exceed a letter type of 4". Information on the sign shall include, at a minimum:

1. Name, address and phone number of contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street or to accumulate on the site outside of the container, or on transit to the landfill or dump. The owner or contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS. Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

SECTION 24. NONDISCRIMINATION.

A. The City is an equal opportunity employer.

B. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. The Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Clint Dayley, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties, or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed, or sent by facsimile transmission certified mail, postage pre-paid, to the parties at the following addresses:

Contractor: KURT YOUNG, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above;
Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this paragraph.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

City Council Staff Report

Author: Chief Lloyd Evans
Subject: INTERLOCAL AGREEMENT
Date: June 30, 2005
Type of Item: APPROVAL OF RESOLUTION

POLICE DEPARTMENT

Summary Recommendations:

Staff requests City Council adopt the resolution enabling Park City execute an Interlocal Agreement with BackNET for the purpose of joining the multi-agency law enforcement effort to suppress illegal drug activity.

Description:

Topic: Drug Task Force membership

Background:

The police department, in conjunction with the Summit County Sheriff's Office, Heber Police Department and the Wasatch County Sheriff's Office has, over the last two years, discussed the possibility of formalizing a combined drug task force. In early 2004, the Summit, Wasatch and Heber agencies joined together and developed a task force called BackNET, replacing an existing drug task force in Wasatch County called W.A.D.E.N.(Wasatch Area Drug Enforcement Network). The BackNET task force will operate in the same manner and under the same organizational guidelines as the prior task force. In effect, this is an expansion of the membership of the current task force to include agencies outside of Wasatch County and a name change.

At this point, Park City has participated with the BackNET task force informally, not as an official member however. Park City's drug interdiction officer/investigator has participated with and received assistance from the BackNET investigators on a number of recent drug arrests, both inside and outside of the city limits. Park City has participated in two other drug task forces in the past; both were Wasatch Front based and in cooperation with larger valley agencies.

Analysis:

For many years, the Park City Police Department, in cooperation with surrounding police agencies, has worked on suppressing drug activities in our community. Increasingly, the connection between the surrounding areas' drug issues and Park City's drug issues are one and the same. Increasingly the need for a regional approach to drug enforcement has become apparent, and the agencies surrounding Park City have become a key link to our drug enforcement efforts.

By becoming a member of the BackNET task force, Park City will formalize the relationship and cooperation that has existed between the agencies in Summit and Wasatch Counties for a number of years, and provide additional drug enforcement resources to the Park City community.

Department Review:

This report has been reviewed by the Legal Department, the Public Works Director and City Manager.

Alternatives:

Approve the Request:
Deny the Request:
Continue the Item:
Do Nothing:

Significant Impacts:

Joining the BackNET task force will provide an opportunity for the Police Department to participate in acquiring additional resources, share in grant funding and benefit from a higher level of enforcement activity within our region and community.

Initially there will not be a cost for our participation in the BackNET task force, however, as federal or other funding changes, our need to provide financial support may change as well and funding may be required from Park City. At this point, I would estimate future participation costs could be about $5,000 plus personnel costs related to supplying an officer to the task force.

Consequences of not taking the recommended action:

The City will miss an opportunity to increase the amount and frequency of drug enforcement activities in and around our community.

Recommendation:

Staff is recommending that City Council approve the resolution allowing Park City Police Department to become a participating jurisdiction in BackNET, a multi-jurisdictional drug task force, comprised of Summit County Sheriff’s Office, Wasatch County Sheriff’s Office and Heber Police Department.

Attachments

A – Draft Resolution
B – Draft Interlocal Agreement

Resolution No.

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION and BackNET, A MULTI-JURISDICITIONAL DRUG TASK FORCE, ESTABLISHING PARK CITY POLICE DEPARTMENT AS A MEMBER OF THE TASK FORCE

WHEREAS, Park City Municipal Corporation (PCMC) desires to use all practical and available assets to suppress illegal drug activities in the community and;

WHEREAS, PCMC desires to establish a safe community for residents, visitors and guests and;

WHEREAS PCMC can better suppress illegal drug activity through cooperative efforts with other local and regional law enforcement agencies and;

WHEREAS, BackNET was formed by Wasatch County, Heber City and Summit County for the purpose of investigating and prosecuting the illegal importation, manufacture, use, and sale of controlled substances under state, federal and local laws and;

WHEREAS, PCMC desires to increase its drug suppression abilities by joining BackNET and;

WHEREAS, PCMC, specifically Park City Police Department (PCPD), desires to join BackNET in an equal partnership with Summit County, Heber City and Wasatch County and;

WHEREAS, the Executive Committee of BackNET has approved the membership of PCPD and;

WHEREAS, the Interlocal Cooperation Act, Utah Code Annotated Title 11, Chapter 13, provides that any power that may be exercised by any public agency may be exercised and enjoyed jointly with other public agencies pursuant to an agreement approved by resolution of the governing bodies of each such public agencies; and

WHEREAS, it is necessary that Authorized Public Officials of PCMC sign the Interlocal Agreement prior to the agreement taking effect:

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

1. The City Council hereby approves the execution of the Interlocal Agreement, (attached as “Exhibit A”) in a form approved by the City Attorney’s Office, and

2. The Chief of Police, Mayor and City Manager are authorized to execute the agreement (“Exhibit A”), to implement the intent of this agreement so long as the City’s financial obligation arising therefrom does not exceed $20,000.

PASSED AND ADOPTED this 30th day of June, 2005.

WASATCH BACK NARCOTICS ENFORCEMENT TEAM
("BackNET")

INTERLOCAL AGREEMENT

WHEREAS BackNET is an Interlocal Entity as defined in Utah Code Section 11-13-103(9), having been previously created by Interlocal Agreement under Utah Code Section 11-13-202 among Summit County, a political subdivision of the State of Utah; Heber City, a municipal corporation in the State of Utah; and Wasatch County, a political subdivision of the State of Utah, a copy of which Interlocal Agreement is attached hereto as Exhibit A.

WHEREAS BackNET was previously known as W.A.D.E.N. until the Executive Committee changed the name of the interlocal organization to the Wasatch Back Narcotics Enforcement Team, or "BackNET," to reflect the current participation in the Interlocal Entity;

WHEREAS BackNET's purpose is to combat, on a cooperative and multi-jurisdictional basis, the illegal production, manufacture, trade, and use of controlled substances in the Summit County and Wasatch County geographical area.

WHEREAS Park City, a municipal corporation in the State of Utah, desires to join BackNET in an equal partnership with Summit County, Heber City, and Wasatch County in the enterprise; and

WHEREAS Section IX.D. of the Interlocal Agreement (*see* page 4 of Exhibit A hereto) permits the Executive Committee of BackNET to admit additional jurisdictions upon a majority vote; and

WHEREAS the Executive Committee of BackNET has, by a unanimous vote, approved a motion to permit Park City to join BackNET on an equal basis as all other jurisdictions participating in BackNET; and

WHEREAS Utah Code Section 11-13-204 authorizes Interlocal Entities to make and execute contracts and other instruments necessary or convenient for the performance of its duties and the exercise of its powers and functions; and

WHEREAS the Executive Committee of BackNET has authorized Thomas Low, its Executive Officer, to execute this Agreement on behalf of BackNET;

NOW THEREFORE, BackNET and Park City do hereby agree as follows:

1. Park City is hereby deemed a member of BackNET on equal footing with every other member of BackNET;

2. Park City shall have all the rights and responsibilities that inhere with participating in BackNET, equal to the rights and responsibilities of any other

member of BackNET;

3. Park City's participation in BackNET shall be governed by the Interlocal Agreement attached hereto as Exhibit A, wherein Park City shall be deemed to be a participating jurisdiction in every regards under the Interlocal Agreement in Exhibit A.

4. This Agreement shall become effective on the date that the last signature is executed hereon.

IN WITNESS WHEREOF, the parties have affixed their signature hereto upon resolution of their governing bodies, as required by law, and join and give effect to this Agreement.

BackNET:

By: ______________________ Date: 19 May 2005
Thomas L. Low, Wasatch County Attorney

PARK CITY:

By: ______________________ Date: ______________
Chief Lloyd Evans

By: ______________________ Date: ______________
Mayor

By: ______________________ Date: 6/30/05
City Manager

Approved as to Form and as compatible with State law:

By: ______________________ Date: 5/25/05
City Attorney

EXHIBIT A

WASATCH AREA DRUG ENFORCEMENT NETWORK

INTERLOCAL AGREEMENT

This is an agreement by and among the undersigned parties creating an Interlocal Law Enforcement Task Force.

This Agreement is made and executed by and among the following undersigned jurisdictions: Heber City, Wasatch County and Summit County, all of which are public bodies of the State of Utah, and/or the United States of America.

RATIONALE FOR ESTABLISHING TASK FORCE

WHEREAS, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreement for the promotion of police protection; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem of the production, manufacture, trade, and use of illegal controlled substances; and

WHEREAS, the effective investigation and prosecution of sales of controlled substances requires specialized personnel, able to investigate on a regional basis and in a cooperative arrangement;

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

I. MISSION STATEMENT

The Wasatch Area Drug Enforcement Network (hereinafter W.A.D.E.N.) is hereby created for the purpose of investigating and prosecuting the illegal importation, manufacture, use, and sale of controlled substances under state, federal, and local laws.

II. ORGANIZATION

W.A.D.E.N. shall be comprised of an Executive Board, a Task Force Coordinator, the Wasatch County Attorney acting as Executive Officer, assigned law enforcement personnel, contracted personnel, secretary, and financial officer.

III. EXECUTIVE BOARD

The Executive Board of the Task Force shall consist of a designee from each participating jurisdiction contributing financially and assigning personnel on a regular basis to the Task Force, and the Executive Officer of W.A.D.E.N.

The duties of the Executive Board shall be to:

A. Provide specific approval for Task Force investigations and operations.

B. Select a Task Force Coordinator.

C. Conduct financial audits as deemed necessary, but ensure that at least one audit per year is performed.

D. Approve requests or changes in personnel plans.

E. Seek funding from sources as they deem necessary and appropriate.

F. Establish operating policy as needed.

G. Provide or facilitate training as appropriate.

IV. TASK FORCE COORDINATOR

The Task Force shall be headed by a Task Force Coordinator. The Task Force shall primarily investigate crimes related to controlled substances. The Task Force has a duty to notify jurisdictions of all crimes discovered in the course of investigation. Such notification may be delayed if, in the opinion of the Task Force Coordinator, notification would hinder a current Task Force investigation.

The Task Force shall headed by a Task Force Coordinator.

A. The Coordinator shall be an officer with Utah POST Law Enforcement Officer certification, selected from one of the participating agencies to serve as the daily administrator.

B. The Coordinator shall be solely in charge of directing Task Force activities subject to approval of the Executive Board.

C. The Coordinator shall be responsible for the administrative activity of the Task Force, including maintaining financial records and reporting as required by the Executive Board.

D. The Coordinator shall perform such other duties as required by the Executive Board.

V. SCOPE OF JURISDICTION

A. All of the participants acknowledge the territorial jurisdiction of the Task Force to be the combined jurisdictional areas of the participating agencies. The signatories hereto expressly consent to the investigations conducted by the Task Force within said geographical boundaries, provided that Task Force investigators not of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction, nor shall such jurisdiction assume any liability for the actions of the Task Force, except as provided in part VII.

B. Participating jurisdictions shall inform W.A.D.E.N. of controlled substance investigations within their jurisdiction. The Task Force may accept or decline any case referred to it.

VI. SEIZURES AND FORFEITURES

Seizures and forfeitures of property, funds, vehicles, etc., effected for violation of the Controlled Substance Act shall be referred to the Task Force. However, seizures made pursuant to serendipitous discoveries of drug, cash, and other property during routine traffic stops or non-drug related investigations may be handled by and forfeited to the discovering jurisdiction. Forfeitures of cash shall be directed to the Task Force operating fund. In appropriate circumstances property forfeited to the Task Force may be used in investigation activities. Superfluous property shall be sold as prescribed in the operations manual and the funds received shall be placed in the Task Force operating fund. Agreements and contracts regarding forfeitures may be made between any jurisdiction, or other task force, and W.A.D.E.N. All seizures and forfeitures shall be governed and controlled by appropriate State or Federal law as shall be in effect at the time of the event.

VII. TASK FORCE FUNDING

A. Each participant hereto shall absorb their own out-of-pocket costs associated with their participation. All salaries including benefits and other obligations, of officers and staff assigned to the Task Force shall be paid by the contributing jurisdiction. Similarly, all costs of equipment contributed for use by the Task Force shall be borne by the contributing entity. Participant's reimbursement for the above costs will be in accordance with contracts and agreements made with any funding source.

B. The Executive Board will control the operating fund relating to the general costs incurred not directly attributable any participant herein. In an annual budget meeting the Executive Board shall review the budget and expense or the past year; review a proposed budget for the coming fiscal year prepared by the Task Force Coordinator; and approve or modify the proposed budget.

C. After approval of the budget, the Executive Board shall make proposed assessments for the coming fiscal year.

D. Once the Executive Board has approved the budget and assessments, they shall submit them to their respective legislative bodies to be approved and signed

1. Approved assessments shall be paid within 30 days of the beginning of the fiscal year, unless other arrangements are made with the approval of the Executive Board.

2. The Executive Board shall provide the needed office space for the Task Force. The Executive Board may acquire other facilities as needed.

VIII. TASK FORCE AND PARTICIPATING MEMBER LIABILITY

The Task Force may procure and keep in force a liability policy with limits prescribed by the Executive Board to supplement coverage provided by each participant for its own officers for claims of liability arising while participating in the Task Force.

IX. TASK FORCE DURATION

This Agreement shall be in effect for a period of time not to exceed 10 years, provided, however, that:

A. Any party may withdraw at the end of any fiscal year, upon 30 days written notice to the Executive Board.

B. The Executive Board may terminate the Agreement upon a majority vote of the total membership of the Executive Board.

1. Upon withdrawal of any party, or termination of this agreement, the withdrawing party shall retain that property which it allowed to be used by the Task Force. Upon termination of this agreement, any property obtained in common shall be sold and the proceeds divided among the current members proportionate to the most recent annual contribution.

2. Upon termination of this entire agreement, all total available funds shall be distributed among the current members according to the most recent annual contribution.

C. Any period of time stated in this agreement shall be computed from July 1, 2004 or July 1 if the time period only relates to a fiscal year.

D. Other jurisdictions, not an original party to this Agreement, may join with approval of the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as thought appropriate.

X. TASK FORCE POLICY AND PROCEDURE

A. All participants hereto agree that personnel contributed to the Task Force shall follow Task Force policy and procedures in case of conflict with their own policy and procedure. Otherwise, each officer shall be bound by his own department's policies while acting for the Task Force.

B. The Task Force shall have no authority to discipline an officer except that the Task Force Coordinator may suspend an officer from the Task Force and make recommendations to the Executive Board and the responsible department. Removal of an officer which is the only officer contributed for the current year by a particular department shall cause the participant to lose voting status unless the department continues to participate by contributing personnel, money or equipment within 15 days.

IN WITNESS WHEREOF, the parties have affixed their signature hereto upon resolution of their governing body as required by law, and join and give affect to this agreement.

HEBER CITY

By Edward Rhoades Date 3-4-04
Chief Edward Rhoades

Attest Date 3-4-04
Mayor Lynn Adams

Approved as to form and as compatible with state law.

J. Mark Smedley Date 3-5-04
Mark Smedley, Heber City Attorney

WASATCH COUNTY

By K. Van Wagoner Date 3-3-04
Sheriff Ken Van Wagoner

Attest Mike Davis Date 3-16-04
Mike Davis, County Manager

Approved as to form and as compatible with state law.

Thomas Lowe Date 3-3-04
Thomas Lowe, Wasatch County Attorney

SUMMIT COUNTY

By _Dave A. Edmunds_ Date _03/12/04_

Sheriff Dave Edmunds

K.E. Woolstenhulme

Attest ______________________ Date _3-10-04_

Shauna Kerr, Commission Chair

Approved as to form and as compatible with state law.

______________________ Date _3-15-04_

Robert Adkins, Summit County Attorney

City Council
Staff Report

Author: **Alison Butz**
Subject: **Utah Escapades Lease**
Date: **June 30, 2005**
Type of Item: **Administrative – Lease Authorization**

Special Events and Facilities Department

Summary Recommendations:
Staff recommends that Council approve the lease amendment for Utah Escapades allowing the termination of their lease.

Description:
Topic:
Utah Escapades contacted the City requesting the termination of their lease.

Background:
Utah Escapades approached the City requesting termination of their lease, in the Kiosk at 514 Main Street. The lease with Utah Escapades was set to expire on July 31, 2005. Utah Escapade has requested the termination of their lease on June 30, 2005.

The Historical Society's lease and expansion plan includes the 133 square foot space. The Historical Society will proceed with plans for the space as planned on April 1, 2006. They have no current use for the space this summer or through the winter.

The Park City Police Department has requested use of this space until the Historical Society takes over use in April 2006. Availability of the office at 514 Main Street will be an excellent enhancement to the Main Street police services including foot, bicycle and motorcycle/traffic patrol. This facility is located in a high pedestrian traffic area which ideal for a Community Policing office. The current office, located in the basement of the Imperial Hotel, has been largely ineffective primarily due to its perceived remote location and therefore lack of public access and awareness.

Enhanced police services that could be provided by the 514 Main location include:
1. Convenience: complainants will be able to easily file walk in reports of crime and citizen complaints, such as, theft, lost property and parking/traffic problems.
2. Cost/Time efficiency: Officers working the area will also be able to use the office to handle police activities more quickly in the field without needing to return to the Marsac building.

3. Goodwill ambassadors: for tourists and visitors officers can provide directions, answer questions and distribute maps.
4. Crime deterrence: high visibility presence should deter and possibly detect the commission of crimes, such as retail theft, public drunkenness, and unlawful solicitation.

Analysis:
The termination of Utah Escapades' lease on June 30, 2005 would eliminate one month of revenue the City receives for the space. The monthly rent for the space is $220.00. In previous lease terminations the City Council required half of the rent due for the remaining time period as a penalty. Utah Escapades would be required to pay $110.00 to terminate the lease.

<u>ALTERNATIVES</u>

A. Recommend the amendment to Utah Escapade lease, thereby allowing the termination of the lease on June 30, 2005.
B. Modify terms of the addendum and recommend approval.
C. Recommend denial of the lease termination thereby requiring Utah Escapade to pay the full amount of their existing lease.
D. The City Council may continue the action for more information and discussion.

Significant Impacts:
Terminating Utah Escapade's lease will reduce the amount of rent the City will receive for the space. The original RFP for the space required the tenant to provide information to Park City visitors. The location of the Community Policing Office would continue to provide this service to visitors and the community.

Consequences of not taking the recommended action:
Utah Escapades could pay the remaining amount of rent due, but leave the space vacant during July.

<u>RECOMMENDATION</u>:
Staff recommends that Council approve the lease amendment for Utah Escapades allowing the termination of their lease.

<u>EXHIBITS:</u>
Exhibit A – Lease Amendment between Utah Escapades, LTD and Park City Municipal Corporation

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION AND UTAH ESCAPADES COMMERCIAL SUBLEASE AGREEMENT

THIS FIRST ADDENDUM is made and entered into in duplicate this ____ day of June, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("Landlord"), and UTAH ESCAPADES, ("Tenant") to amend the Commercial Sublease Agreement executed by both Parties on April 9, 2002.

WITNESSETH:

WHEREAS, the parties entered into a long term Commercial Sublease Agreement on April 9, 2002 (hereinafter "Original Agreement") for certain property located within the Main Street Kiosk, 514 Main Street, Park City, Utah; and

WHEREAS, the parties desire to amend the Original Agreement to terminate the lease prior to the end of term,

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **TERM**. The Lease term shall expire on June 30, 2005.

2. **CONSIDERATION.** As consideration for Landlord's agreement to terminate the Original Agreement early, Tenant shall pay to Landlord the amount of One Hundred and Ten Dollars ($110). The payment shall be due on June 30, 2005.

3. **OTHER TERMS**. All other terms and conditions of the Original Agreement shall continue to apply.

4. **ENTIRE AGREEMENT**. This First Addendum is a written instrument pursuant to Paragraph 25 of the Original Agreement cannot be altered or amended except by written instrument, signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

City Council
Staff Report

Author: **Alison Butz & Phyllis Robinson**
Subject: **Historical Society Lease Amendment**
Date: **June 30, 2005**
Type of Item: **Administrative**

Summary Recommendations:
Review and approve Lease Addendum 2 for additional space within the Old Park City Library located at 518 Main Street to the Park City Historical Society and Lease Addendum 3 for Tenant Improvements within the Old Park City Library and City Hall Buildings.

Description:

Topic:

Lease amendments for additional rental space in the Old Park City Library and all Tenant Improvements proposed by the Park City Historical Society.

Background:

The Park City Historical Society has a 99 year lease with the City for certain space located at 528 Main Street. The lease includes terms allowing the Historical Society to acquire additional space within the Old Park City Library Building at the time it becomes available for lease. The lease for the space currently occupied by the Park City Professional Artists Association expires on September 30, 2005. Park City Historical Society wishes to exercise its right-of-first refusal for this additional space, which will add approximately 1,056 square feet to the Historical Society's current lease.

Analysis:

The Historical Society has been working on a long-term plan to increase their presence in the community and increase private funding support. The increase in rental space for museum expansion is a key component of this strategy. The current Special Service Contract between Park City Municipal Corporation and the Park City Historical Society outlines milestones that must be met in order for the Park City Historical Society to exercise its right-of-first refusal. The organization has exceeded its fund raising milestone.

Performance goals related to submittal of plans to the building department have been modified to reflect a more comprehensive planning process. Initial performance goals indicated a submission date of 2004. More recently, the Park City Historical Society has taken a step back from the development of building or renovation plans in order to more fully analyze its exhibit, programming, education and administrative space needs prior to developing building renovation and/or expansion plans. It is anticipated that this milestone will be met in Fall 2005. This will be reflected in any future Special Service Contracts

The proposed lease amendment will further Council's goal of economic development and cultural tourism by preserving and expanding the museum's role on Main Street.

Department Review:
Legal, City Manager, Planning and Budget, Debt and Grants have reviewed this staff report.

Alternatives:

A. Approve the Request:
Approve the lease Addenda and allow the Historical Society to expand into Old Park City Library Building at 518 Main and proceed with renovations to space located at

B. Modify the Request:
Modify the terms and approve the lease, allowing the Historical Society to lease the space at Old Park City Library Building at 518 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 First Amendment to the Lease binds future Councils in leasing the additional space to the Historical Society. This would prevent future municipal use of the additional space until the lease expired or until the lease is otherwise lawfully terminated.

All discussions regarding the Special Service Contract and the City's contribution contemplated forgone rent. No capital improvement costs will be contributed by the City for the improvement of the additional space.

Consequences of not taking the recommended action:
The Historical Society would need to either abandon/delay their planned expansion or relocate the museum, which could mean that the museum would no longer be located on Main Street.

Recommendation: Approve the Second Amendment to the Lease allowing the Park City Historical Society to occupy additional space within the Old City Hall Library Building located at 518 Main Street and the Third Amendment governing Tenant Improvements.

Exhibits:
Exhibit A – Second Amendment to Lease Agreement
Exhibit B – Third Amendment to Lease Agreement

EXHIBIT A
SECOND ADDENDUM TO PARK CITY MUNICIPAL CORPORATION AND PARK CITY HISTORICAL SOCIETY LEASE AGREEMENT

THIS SECOND ADDENDUM is made and entered into in duplicate this ____ day of July 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("Landlord"), and PARK CITY HISTORICAL SOCIETY, ("Tenant") to amend the Lease Agreement executed by both Parties on September 11, 2003.

WITNESSETH:

WHEREAS, the parties entered into a long term Lease Agreement on September 11, 2003 (hereinafter "Original Agreement") for certain property located within the Old City Hall Building, 528 Main Street, Park City, Utah; and

WHEREAS, the parties amended the Original Agreement through Lease Addendum #1 to include additional leased desire to amend the Original Agreement to include additional leased space located on the second floor of 528 Main Street; and

WHEREAS, the parties desire to amend the Original Agreement to include additional leased space located at 518 Main Street,

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **PROPERTY**. The additional space leased is located in the Old Park City Library Building, having a street address of 528 Main Street, Park City, Utah (hereinafter "Additional Space"). The Additional Space contains approximately 1,056 square feet. .

2. **TERM**. The Lease term, for the Additional Space shall commence upon execution and shall run concurrently with the Term of the Original Agreement unless sooner terminated under the provisions of the Original Agreement or by joint agreement of the parties.

3. **RENT.** The base rent for the Additional Space shall be Twenty-Nine Thousand Nine Hundred Eleven Dollars and Twenty Cents ($29,911.20) per year. Payment of the rental fees after July 1, 2005 may be waived subject to the annual approval of a Special Service Contract by the City Council of Park City. The annual rent for the space shall increase 3% on July 1st of each year with the increase beginning on July 1, 2006. Rent payments shall be due by the first of the month.

4. **<u>OTHER TERMS</u>**. All other terms and conditions of the Original Agreement shall continue to apply generally and specifically to the Additional Space.

6. **<u>ENTIRE AGREEMENT</u>**. This Second Addendum is a written instrument pursuant to Paragraph 25 of the Original Agreement cannot be altered or amended except by written instrument, signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

EXHIBIT B
THIRD ADDENDUM TO PARK CITY MUNICIPAL CORPORATION AND PARK CITY HISTORICAL SOCIETY LEASE AGREEMENT REGARDING TENANT IMPROVEMENTS

THIS THIRD ADDENDUM is made and entered into in duplicate this ____ day of July, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("Landlord"), and PARK CITY HISTORICAL SOCIETY, ("Tenant") to amend the Lease Agreement executed by both Parties on September 11, 2003.

WITNESSETH:

WHEREAS, the parties entered into a long term Lease Agreement on September 11, 2003 (hereinafter "Original Agreement") for certain property located within the Old City Hall Building, 528 Main Street, Park City, Utah; and

WHEREAS, the parties amended the Original Agreement to include additional leased space located at 518 Main Street; and

WHEREAS, the parties desire to amend the Original Agreement to clarify requirements related to Tenant Improvements to leased property,

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **TENANT IMPROVEMENTS.**

A. Temporary Displays. 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.

B. Permanent Improvements. All permanent improvements require the written consent of Landlord prior to Building Permit issuance. Such consent is solely at the discretion of Landlord and is not limited to code compliance issues. All work done by the Tenant must comply with the applicable building codes including but not limited to the Park City Land Management Code, International Building Code, applicable ADA requirements, and Historic District Guidelines. Tenant shall use a competitive and open selection process, although price need not be the sole determining factor. Tenant's contract shall use standard public contract protections including: payment and performance bonds, insurance, payment retention, liquidated damage and construction mitigation plans. Tenant shall grant Landlord participation on design/selection committees and use best efforts to coordinate construction with any pending adjacent city project. 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.

2. **OTHER TERMS**. All other terms and conditions of the Original Agreement shall continue to apply generally and specifically to the Additional Space.

3. **ENTIRE AGREEMENT**. This Third Addendum is a written instrument pursuant to Paragraph 25 of the Original Agreement cannot be altered or amended except by written instrument, signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

City Council Staff Report

Author: Kim Leier
Subject: Policies and Procedures Manual
Date: June 30, 2005
Type of Item: Administrative

Human Resources

Summary Recommendations:
Adopt a resolution (attached) revising the Policies and Procedures Manual dated July 1, 2005 for Park City Municipal Corporation.

Description:

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

Background:
The recommendation for revisions to the employee Policies and Procedure manual are the culmination of input from the employee Policies and Procedures Task Force, City Manager, Legal Department, management, Human Resources and City Council during the work session of June 9th, 2005. Policy requires that the manual be updated once every calendar year through this revision process and approved by City Council. The manual was last updated July, 2004.

Analysis:
Each spring the City Council adopts changes to the Personnel Policies and Procedures. All recommendations for changes were reviewed by the City Manager and management team along with the employee task force, City Manager, Legal Department, and Human Resources.

. Recommendations for change included:

- 3.8 Severance
- 4.4 Police overtime hours
- 5.8 Professional Development Reclassification within a Family
- 6.7 Salary Increase and Merit Performance Bonus
- 6.17 Bonuses
- 6.19 Exempt Employee Pay
- 7.2 Probationary Performance Reviews
- 8.8 Rules of Conduct
- 8.18 Smoking
- 10.7 Disability Insurance – b. short term disability
- 10.12 Sick Leave
- 10.13 Family Illness

- 10.20 Administrative Leave
- 10.24 Wellness Program
- 10.27 Educational Assistance

Recommendations made during the Council work session of June 9th have been made including changes to language in:

- 3.6 Final Paycheck - Strikes previous language recommending mandatory requirements for exit interviews.

- 6.4 Pay Plan Philosophy and Strategy

  b. Strategy - Strikes previous language “an employee is expected to reach working level in no more than two years”. If an employee fails to reach working level within two years, the Manager should delineate a specific work plan to achieve full competency as part of the evaluation process.

- 10.11 Vacation Payout Upon Resignation – Strikes “termination” language. Only those employees who give proper notice and resign in good standing will be paid for their unused vacation leave banks up to the employee’s carry forward leave bank.

- 10.20 Administrative Leave – Includes language that allows the City Manager to place exempt *and* non-exempt employees on paid or unpaid administrative leave.

- 10.27 Educational Assistance - Deletes specific yearly dollar amounts from language and encourages employees who receive educational assistance to consult with a tax professional or consultant in reference to IRS codes governing educational assistance.

Department Review:
City Manager, Human Resources, Legal Department and Policies and Procedures Task Force.

Alternatives:

Approve the Request:
The recommendations and revisions to the Policies and Procedures Manual will go into effect immediately upon Council approval for all employees. 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 policies within.

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.

Continue the Item:
Council could continue to the July 6th meeting if necessary.

Do Nothing:
The recommendation and revisions will not go into effect which may result in noncompliance with federal and/or state regulations and diminish the City's ability to provide direction and/or federal and/or state regulations.

Recommendation:
Adopt resolution approving recommendations and revisions to the Policies and Procedures Manual of Park City Municipal Corporation.

See Personnel Policy and Procedures Manual under separate cover

Resolution No.

A RESOLUTION ADOPTING REVISED PERSONNEL POLICIES AND PROCEDURES MANUAL, DATED JUNE 30, 2005 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, regulations, and local ordinances; and

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

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

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

SECTION 1. ADOPTION . The Revised Personnel Policies and Procedures, dated June 30, 2005 attached hereto, are hereby adopted, to replace all others previously adopted and become effective immediately.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect on July 1, 2005

PASSED AND ADOPTED This 9th day of June, 2005.