PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 28, 2007

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 approximate times as described below on Thursday, June 28, 2007.

Work Session – City Council Chambers

2:00 p.m. Council questions/comments
Review of regular meeting:
2:15 p.m. Questions/comments on regular agenda
2:30 p.m. Environmental Action Plan
3:00 p.m. Water Drought Plan
3:45 p.m. Election Update
4:30 p.m. Conduit financing for the United States Ski and Snowboard Association
5:00 pm. Dog Park - Quinn's Recreation Complex Recommendation
5:50 p.m. Break

Regular Meeting – City Council Chambers

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV WORK SESSION NOTES AND MINUTES OF MEETING OF JUNE 14, 2007

V CONSENT AGENDA PUBLIC HEARINGS *(items listed will be open for public hearing prior to consideration for adoption or rejection; hearings may also be continued by vote of the Council)*

1. Consideration of an Ordinance regulating the use and sale of fireworks within Park City during the 2007 Fire Season

2. Consideration of an Ordinance approving a one year extension of a subdivision of Lots 4, 27, 28, 29 and portions of Lots 5 and 6 of Block 3 of the Park City Survey, located at 315 Park Avenue, Park City, Utah

3. Consideration of an Ordinance amending Title 13, Water Code, of the Municipal Code of Park City, Utah to amend Section 13-1-26 to provide for reduced water consumption during drought or other emergency

VI CONSENT AGENDA *(items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")*

1. Consideration of an Ordinance regulating the use and sale of fireworks within Park City during the 2007 Fire Season

2. Consideration of an Ordinance approving a one year extension of a subdivision of Lots 4, 27, 28, 29 and portions of Lots 5 and 6 of Block 3 of the Park City Survey, located at 315 Park Avenue, Park City, Utah

3. Consideration of an Ordinance amending Title 13, Water Code, of the Municipal Code of Park City, Utah to amend Section 13-1-26 to provide for reduced water consumption during drought or other emergency

4. Consideration of a Resolution declaring Park City's vision, goals, policies and action plan in promotion of environmental initiatives for Park City Municipal Corporation and the community

5. Consideration of a lease with Mountain Trails Foundation for space within Miners Hospital, in a form approved by the City Attorney

6. Consideration of lease with Arts Council for space within Miners Hospital, in a form approved by the City Attorney

VIII NEW BUSINESS *(new items with presentations and/or anticipated detailed discussions)*

. Consideration to authorize the City Manager to enter into a purchase agreement in a form approved by the City Attorney's Office with Yeadon Fabric Domes, Inc. in the amount of $190,500 to purchase a new tennis bubble for the Racquet Club

IX ADDITIONAL DISCUSSION – AGENDA ITEMS

X ADJOURNMENT

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

Posted: 06/25/07
See: www.parkcity.org

COMSTOCK AVENUE AREA
TRAFFIC CALMING AND WALKABILITY MEETING
SANTY AUDITORIUM – 6:30 P.M.
JULY 10, 2007

PUBLIC NOTICE IS HEREBY GIVEN that a majority of Park City Council members may be attending the above-described meeting in the Santy Auditorium at the Library and Education Center, 1255 Park Avenue, on Tuesday, July 10, 2007 at 6:30 p.m. No formal City Council business will be conducted.

Posted: 06/25/07
See: www.parkcity.org

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

July 2007 – *Candidate filing window July 2 - 16*

5 **No meeting**

10 Comstock meeting – Santy Auditorium – 6:30 p.m.

12 Bond issue discussion – walkability projects – work
Ordinance - LMC Amendments for Accessory Apartments SMA **(motion to continue to date uncertain)**
Ordinance - 964 Empire Avenue – Plat Amendment KC
Ordinance - 8200 Royal Street – Plat Amendment RM
Ordinance - 401 Silver King Drive #76 – Record of Survey RM
Ordinance - 1460 Eagle Way – Plat Amendment RM
Ordinance approving a plat amendment to remove a plat note from the Parcel 2-Amended Walter Daniels Subdivision Plat, located at 615 and 621 Woodside Avenue, Park City, Utah
Contract for cleaning services - ML
Resolution Relay for Life MFL
Proclamation Relay for Life – Susan Morrell – 645-6592
Housing Authority – St. Regis affordable housing plan – work – 30 min
Resolution – affordable housing fees – work/action (30 min)
Museum lease – work/action

19 **Jim gone**
Closed session
Trails Master Plan – MT – (work/action)

26 **No meeting**
Jim gone

August 2007

2 **Tom gone**
Joint Planning Commission session – Park City Heights
Ordinance – 337 Daly Avenue subdivision – KC
Ordinance – 522 Deer Valley Drive Caribou Lodge condo conversion - KC

9 Comprehensive Emergency Management Plan - GH

16 Marsac remodel update

23 **No meeting**
Candy gone

30 Closed session

September 2007

6

11 Primary election

13

20

27 Closed session

Pending Items:
MOU between Park City and Summit County for Animal Control Services
Solid waste strategic plan
Market analysis – Phases 1 and 2
Naming rights contract
General Plan - Park/Bonanza

Tentative "no meeting" dates:
October 18 – Dana gone 10/04 – 10/21
November
December 27

City Council
Work Session Report

Author: Cindy LoPiccolo, Election Officer
Subject: 2007 Municipal Election Voting Systems
Date: June 28, 2007
Type of Item: Informational

Recommendation: This report is for informational purposes, but staff recommends proceeding in the direction described below under Alternatives.

Topic:2007 Municipal Election Voting Systems Information

Background:

Although the Help America Vote Act (HAVA) does not have jurisdiction over municipalities, there is connection through counties providing election services to cities and towns and the desire of most cities and towns to benefit from the election reforms and have consistency in the administration of elections. HAVA is a United States federal law passed by the House and Senate and signed into law by President Bush on October 29, 2002. HAVA is applicable to state and local (county) government and was drafted, at least in part, to address the controversy surrounding the 2000 U.S. presidential election. The goals of HAVA were to:

- replace punch card voting systems;
- create the Election Assistance Commission (EAC) to assist in the administration of Federal elections; and
- establish minimum election administration standards, and requirements in regard to ADA in order to enable greater voter independence and privacy pursuant to HAVA. (ADA continues to allow an Election Judge to assist during voting.)

You may recall when almost two million ballots were disqualified in the 2000 election. HAVA mandated all states and localities to upgrade many aspects of their election procedures, including their voting machines, registration processes and poll worker training. The specifics of implementation were left up to each state, which allows for varying interpretations of the Federal law. Federal funding was provided to states to implement HAVA and each year for a state to receive federal funding they must submit a report to the EAC detailing a list of expenditures, the number of and types of voting equipment obtained with the fund, and an analysis and description of the activities funded. Prior to the 2006 General Election, the Utah Lieutenant Governor announced Utah's decision to certify and use statewide electronic voting that complies with HAVA, which has been implemented by all Utah counties.

In the past, the majority of Utah municipalities received election support from their county, primarily for counting ballot punch card ballots at a central counting location. Park City took its punch card ballots to the Summit County Courthouse for counting, which was the central election counting location for Summit County municipalities. You may also recall trouble with the counting equipment or counting software that was used by Summit County at a couple of past elections which resulted in counting delays and concerns about accuracy.

Earlier this year, Utah municipalities and towns began to make decisions concerning voting equipment and election support services for the 2007 municipal election. A considerable amount of information was obtained from Salt Lake County representatives at two recent Greater Salt Lake Clerks and Recorders Association meetings. The primary purpose of these meetings was to obtain and review municipal election voting options presented by the County Clerks. Salt Lake County outlined its two options for election services which were DRE electronic voting machines or optical scan voting, and estimated costs for 2007 municipal election support. Consequently, a substantial number of municipal election officers within the greater Salt Lake area made the initial decision to continue to receive election support services from their County, as in the past, and to use the County's DRE electronic voting equipment, as opposed to optical scan equipment, for the main reason of consistency of voting systems for the public, public favorable opinion, and because there were no problems found relating to the equipment during the 2006 general election and subsequent audit was in agreement. Although staff agrees that consistency is important, after review of the options, staff's opinion is use of an optical scan voting system is best for Park City.

Citizens' State Referendum Number 1 – Education Vouchers

Then the education voucher referendum came into play. This referendum was certified by the Lieutenant Governor on April 30, 2007 for H.B. 148, Education Vouchers, which passed during the 2007 General Session. On May 9, 2007, the Governor issued an executive order calling for a special election and subsequently made the decision that this election will be held in conjunction with the November 6, 2007 general election. As you probably know, this question will be included on the City's municipal election ballot and will additionally be put before County residents at consolidated polling locations by Summit County.

On June 6, 2007, the Lieutenant Governor met with Utah counties to discuss costs, responsibility for costs, and advised there will be an executive directive issued by the Lieutenant Governor that will direct counties to administer the November 6, 2007 elections, including municipal elections, early voting, absentee ballots, and HAVA requirements. Although counties will be required to utilize DRE electronic voting equipment in order to comply with HAVA, there is a possibility Summit County may elect to use optical scan voting systems as the primary voting system with one DRE at each polling place which will comply with HAVA. Cities/Towns will be solely responsible for municipal Primary elections, declarations of candidacy, candidate information, election notices, municipal election financial disclosures, municipal election canvass, and contribute municipal election costs associated with the general November election to the county.

Park City staff is working closely with Summit County. The County Clerk's office advised Summit County may use an optical scan voting system for the November election, although a decision has not been made yet. However, if the County elects to use DRE electronic voting equipment for the November election instead of an optical scan voting system, and if a Primary election were required, it is staff's opinion it would be best to have consistency in systems used for both elections.

Staff will compile all available voting system options a year prior to the 2009 municipal election and subsequent elections, including lease and purchase options, costs, and will submit the information to City Council for direction.

Analysis:
Although Summit County will be making the decision concerning this November's election voting system, the following are current voting system options that will be considered in the event of a primary election:

1. Optical Scan Central Count System.

- An optical scan voting system allows a voter to record votes by making marks directly on the ballot by filling a rectangle, circle, oval or arrow. A central count voting system tabulates ballots from all polling locations at a central counting location. Voted ballots are placed into secure storage at the polling place by voters and transported by two designated poll workers/election judges to the central counting location after close of polls. During tabulation, the system interprets the votes using "dark mark logic", whereby the computer selects the darkest mark within a given set as the correct choice or vote. The system produces a printed report of the vote count and may produce a report stored on electronic media.
- Lease of 2 Diebold Central Count Optical Scan machines, ballots and ballot supplies/programming/printing by Carr Printing Co. In addition, this option includes lease of 3 DRE electronic voting machines, one for each polling place, expressly for ADA purposes. The cost for this option is approximately $5,500.00.

Benefits of optical scan voting machines: An advantage of these systems is that the voters do not have to learn to use a voting machine. Physically able voters can simply use pen and paper to mark their intent. Optical scan voting systems can allow for manual recounting of ballots. Statistically relevant recounting can serve as a tool to detect or deter malfunction or fraud. Once an error in the counting process is suspected a full recount can determine the proper results.

Security and Concerns re optical scan systems: Optical scan voting systems are a form of document ballot voting system, meaning that there is a tangible record of the voter's intent (a paper ballot). Like traditional paper ballots, these are subject to electoral fraud and ballot stuffing. Fraud is possible during the recording of votes. Douglas Jones of the University of Iowa states that if a potential attacker were to gain access to the voting system configuration files, the hacker would be able to 'credit one candidate with votes intended for another.' He found these files are exposed in the computer system used to prepare the election, making them vulnerable to anyone setting up the election. The files are then transferred to the voting system using removable media and anyone with access to these media could potentially attack the system. Another form of possible fraud is during tabulation as demonstrated by Harrie Hursti and the University of Connecticut. If an attacker is able to obtain a blank ballot, by theft, counterfeit, or a legitimate absentee ballot, the attacker can then mark the ballot with his/her chosen candidates and convince a voter through intimidation or bribery to take the pre-marked ballot to a polling place, exchange it for a blank ballot and return the blank ballot to the attacker. This is known as 'chain voting.'

2. Optical Scan Precinct Count Voting System.

- This system tabulates ballots at the polling place as they are cast. The vote totals are made public only after the close of polling.
- Lease of 3 Diebold Precinct (Poll Location) Count Optical Scan equipment, ballots and ballot supplies/programming/printing by Carr Printing Co. In addition, lease of 3 DRE electronic voting machines to be offered at each polling location for ADA.
- The cost for this option is approximately $5,400.00.

3. Electronic Voting (DRE).

- This voting system records votes by means of an electronic display provided with mechanical or electro-optical components that can be activated by the voter; processes voter selections by means of a computer program; and records processed voting data in memory components. It produces a tabulation of the voting data that is stored in a removable memory component and may also provide printed renditions of the data. Utah DRE electronic voting systems include VPATs (Verifiable Paper Audit Trail) that produce a paper ballot printout that can be verified by the voter before they cast their ballot.
- Lease of 12 electronic voting machines from Summit County, as was used in the 2006 General Election. Each polling location would have four machines with one configured for ADA.
- The cost for this option is approximately $8,300.00.

Benefits of optical scan voting machines: Like all voting machines DRE systems increase the speed of vote counting. They can incorporate the broadest assistive technologies for the largest classes of handicapped people, allowing them to vote without forfeiting the anonymity of their vote. These machines can use headphones and other adaptive technology to provide the necessary accessibility. DRE's can also provide the most immediate feedback to the voter detecting such problems as undervoting and overvoting which may result in a spoiled ballot. This immediate feedback is helpful in successfully determining voter intent.

Security and Concerns re DRE machines: Critics of DRE machines claim there is an increased risk of electoral fraud and if the security of DRE software is compromised, election results could be tampered with in an undetectable fashion. Other critics charge that foreign hardware could be inserted into the machine, and call for DRE machines to be physically sealed. These claims are countered by the position that review and testing procedures can detect fraudulent code or hardware, if such things are present, and that a thorough, verifiable chain of custody would prevent the insertion of such hardware or software. Concerns like these have prompted the use of Voter Verified Paper Audit Trail (VVPAT). Utah counties use VVPAT in the DRE's.

4. Paper ballots.

- Ballots, ballot supplies and printing would be provided by Carr Printing Co. Cities with populations less than 500, such as Francis and Henefer, will likely make the decision to use paper ballots. This option would require a hand count which has been shown to be highly susceptible to miscounts and delays and staff finds this method the most unreliable.
- The cost of this option would be cost of printing paper ballots, approximately $500.

Punch cards - the use of Summit County ballot punch card counting equipment is no longer an option as the license for the counting equipment software has expired and will not be renewed.

Staff will work with Summit County to develop a plan for the use and security of the equipment, training, testing, and technical support during the early voting periods and on election days. City Legal and IT staff will attend training sessions.

Opinion, Electronic Voting vs. Optical Scan vs. Paper Ballots - Technical Services Analysis, provided by Information Technology (IT) Director Scott Robertson:

Each voting system or process has risks that must be carefully evaluated. Below is a set of basic criteria that outlines major points in an election process and compares the proposed election methods.

Verification Risk: The ability to audit or recount voting transactions.
Security Risk: Potential to exploit system weaknesses.
Reliability Risk: Ability to avoid potential shortcomings due to redundancies.
Training Required: Amount of training and/or orientation required for election staff and voters.
Monitoring Required: Amount of effort required to oversee voting process.
Error Potential: Potential for errors.
Count Speed: Ability to rapidly and accurately tally results.

RISK BENEFIT POTENTIAL			
Category	Electronic Voting	Optical Scan	Paper Ballots
Verification Risk	Moderate	Low	Low
Security Risk	Moderate	Low/Moderate	Moderate
Reliability Risk	Moderate	Low	Low
Training Required	High	Low	Low
Monitoring Required	High	Low	Low
Error Potential	Low	Low	Moderate
Count Speed	Fast	Fast	Slow

To be accountable, a voting system must produce a publicly verifiable, immutable, external record of the voter’s intent. The ballots from the optical scan system fulfill these accountability requirements, and also provide a means for auditing. In contrast, the paperless DRE electronic voting systems offer no means to verify the integrity of the final count, and are fundamentally vulnerable to failures that could affect an election outcome.

The concern is not with computerized or electronic voting systems per se because automation has the potential to make voting more responsive, more efficient, and less prone to errors. Rather the concern is with the details of how automated voting systems are designed, deployed, and managed.

Knowing the potential risks of any system provides a marker to best address and mitigate shortcomings. However, this must be compared to ancillary costs associated with managing the risks with the anticipated benefits.

Optical scan voting systems provide a voter-verified and transparent means for conducting pre-election/post-election logic and accuracy tests, and are also a cost-effective solution. Therefore, I summarize this by recommending that the Central County Optical Scan be utilized for municipal elections.

Department Review:

The Legal Department, Technical Services Manager and City Manager have reviewed this matter.

ALTERNATIVES

A. In the event Summit County determines an optical scan voting system is the best option for the state referendum, Park City staff concurs with that form of voting system and recommends its use also in the event of a primary election. Staff's recommendation is to lease two central count optical scan counting machines for counting at the Marsac Building immediately following close of polls. One counter will be used for the counting and the second counter will be on hand as a backup. In addition, it is recommended to lease 3 electronic voting machines in order to set up one at each polling location as an option for disabled persons. See Option 1 above.

B. In the event Summit County decides to use DRE electronic voting machines for the November, 2007 election, Park City staff recommends use of the DRE electronic voting machines if a Primary is required, for reasons of voting system consistency for the two elections. This will be discussed during work session. See Option 3 above.

C. Continue the item and provide direction to staff.

STAFF IMPACTS: Staff would work with the County to lease necessary equipment at an approximate cost of $5,500 per election. Staff's responsibilities also include security arrangements, appointment of election judges, arrange for training of staff and judges, polling place set up, legal notices, candidate assistance, early voting arrangements, absentee voting, voter registration, and campaign finance reporting.

City Council
Staff Report

Budget, Debt, & Grants

Author: Bret Howser, Budget Analyst
Subject: Conduit Financing
Date: June 28, 2007
Type of Item: Informational

Description:

Recommendation: This report is informational; Staff recommends moving forward with conduit financing for USSA while adhering to the principles and guidelines outlined in this report. It is anticipated that formal Council action approving this financing will be requested to occur in August and again in September 2007.

Topic:

Conduit Financing – Policies governing the City's involvement and prospective issuance for USSA

Background:

The City was recently approached by United States Ski and Snowboard Association (USSA) requesting that the City act as a conduit issuer in financing a $20 million construction bond for USSA's proposed athletic training facility. This would be the first instance of conduit financing for Park City Municipal, and staff is proposing that Council understand the nature of conduit financing, consider guidelines for determining the appropriateness of acting as a conduit issuer in general, and evaluate the specific proposal by USSA.

Other cities and counties in Utah have issued conduit bonds on behalf of various not-for-profits. Examples include:

1. Blanding City – FHA Insured Mortgage Revenue Bond for Blue Mountain Hospital ($14.5 million)
2. Weber County – Business Development Revenue Bond for Swanson Foundation Project ($2.75 million)
3. Cache County – Business Development Revenue Bond for Sunshine Terrace Foundation ($5 million)
4. City of North Salt Lake – Business Development Revenue Bond for Life-Line, Inc. ($1 million
5. Utah County – School Facility Revenue Bonds for The Ranches Academy and for Timpanogos Academy ($4 million)

All of these conduit bonds have been issued since 2005. While the purposes of the financings vary, business and non-profit development seems to be a common thread.

Analysis:

Definition of Conduit Financing –
Conduit financing can be described as a bond issuance in which a government (conduit issuer) is a pass-through entity or conduit through which a qualified private or non-profit entity (conduit borrower) can issue tax-exempt bonds. The result is a private, tax-exempt borrowing with no pledge of governmental funds or credit whatsoever. The conduit borrower is usually a not-for-profit entity and proceeds can be used to finance a variety of facilities (hospitals, colleges, housing projects, etc.) which are exempt facilities that qualify for tax-exempt financing.

Role of Park City in Conduit Financing –
While conduit issuers play varying roles depending on circumstances, the Government Finance Officers Association (GFOA) recommends that the governmental entity play a limited role in such transactions, and that this limited role should be emphasized in financing documents and disclosure documents. Park City would be under no obligation to disclose its own finances or verify the financial disclosure of the conduit borrower. The party receiving the investors' money, the conduit borrower, not Park City, would have the obligation for repayment of bonds and for any disclosure requirements. Basically, Park City's role would be limited to the minimum steps necessary to issue the bond, with no obligation for repayment of principal or interest. The conduit borrower would be responsible for all costs of issuance, including the fees for Park City's bond counsel.

Liability Involved in Conduit Financing–
The City would not incur legal responsibility for repayment of bonds in the case that the conduit borrower defaults. However, there still exists the possibility that the City could have some liability if the conduit borrower's disclosure is insufficient or inaccurate. Once again, though, GFOA recommends practices that would limit liability as it relates to faulty disclosure, chiefly that a declaration be included in the Official Statement that clarifies that the City has not assumed the responsibility of verifying disclosure material. It is also customary to include an indemnification agreement that covers both actual liability and the costs of legal defense.

Other Impacts of Conduit Financing on Park City –
Aside from legal liability, there is the issue of practical ramifications. In the event that a conduit borrower defaults, while the City may not be legally liable to repay the bonds, the City will still suffer the effects of adverse publicity as Park City's name will be "fornt and center" on the bonds. These effects may impact the City's interest rates on debt and its ability to issue debt in the future based upon investor perceptions.

Also to be considered is the impact of conduit financing on bank qualification (BQ) thresholds. In any calendar year, if the City issues debt up to $10 million, it can be placed directly with banks which often results in lower issuance costs and interest rates. If the City exceeds this threshold, any further debt the City may want to issue wouldn't be eligible for direct placement. This could result in a higher interest rate on Park City's bonds. While the City is not responsible for payment of conduit debt, any conduit issuance counts against the bank qualification threshold.

<u>Recommended Guidelines</u>
Staff recommends that the following questions be considered when deciding to participate in a conduit bond issuance:

1) What is the purpose of the conduit financing?
   - Does the proposed project comply with Council's goals and objectives?
   - Does it serve a purpose in the interest of Park City and its residents?
   - Is the proposing entity a qualified 501(c)(3)?
   - Is the project qualified for tax-exempt financing?
2) Is the borrower credit worthy?
   - Have we reviewed available credit information?
   - Is there a financial institution willing to provide a guarantee in the form of a letter of credit?
   - Does the borrowing entity have a history of sound financial practice?
   - Does the borrowing entity have a reasonable plan for financing the repayment of bonds?
3) How would this issuance impact Park City's ability to issue debt?
   - Would this issuance push Park City over bank qualification thresholds for the calendar year?
   - Does Park City expect to issue any more bonds in the year for which bank qualification would be a factor?

To solidify and formalize these evaluation criteria, staff recommends the following administrative policy guidelines--

> The City may consider issuing conduit financing on behalf of a qualified 501(c)(3) when:
>
> 1. The organization is well-established and has a history of corporate management that reflects sound fiscal management;
> 2. The organization obtains a letter of credit from a respected financial institution guaranteeing the transaction;
> 3. The purpose of the request is an IRS "qualified use" that is consistent with the City's general plan and/or stated Council goals;
> 4. The City's bond rating, credit, and bank qualification is not adversely impacted; and
> 5. Prior to retaining bond counsel and bond issuance, the organization executes an agreement with the City to
>   a) be responsible for accuracy of preliminary official statement, and all issuance costs as well as any City costs resulting form an IRS compliance audit or enforcement during the life of the bonds;
>   b) establish future procedures to avoid post-issuance violations;
>   c) agree to required record retention and continuing disclosure requirements; and

d) provide notice of any change or default in the Letter of credit from the financial institution guaranteeing the bonds (if applicable).

Many cities and counties have had success with conduit financing. Generally, the benefits are clear and the risks to the conduit issuer are minimal. Staff recommends that the City participate in conduit financing when appropriate and in accordance with the procedures outline in this report.

USSA's Request for Conduit Financing

USSA has approached Park City to request assistance in the form of conduit financing for the construction of the USSA Center of Excellence, an athletic training facility at Quinn's Junction. The structure would serve as a centralized training, education, and rehabilitation facility. It is anticipated that USSA will break ground on the project in August 2007 and open the facility in February 2009. Additional details of the project are included in the attached business plan provided by USSA. Also, during work session on June 28th, Council will hear a presentation from Mark Lampe, Chief Financial Officer of USSA, detailing the construction project, the purpose and plan for the facility, and the need for conduit financing.

The remainder of this discussion will focus on evaluating USSA's request in the context of the guidelines presented above:

1. Credit Worthiness: USSA has a strong history of sound management and fiscal responsibility (please see attached business plan). Currently, its endowment consists of over $55 million in pledges. By 2010, USSA estimates that it will receive an annual operating grant from the endowment of $2,000,000 and this annual grant will continue to grow as additional gifts are committed and received by the endowment. Repayment sources include operating income (which is dedicated first to debt repayment), economic and other government grants, buy a brick campaigns, additional endowment gifts, matching gifts, and contribution of materials and equipment for the completion of the Center.

Wells Fargo has evaluated USSA's financial statements and ability to repay debt and has issued a preliminary credit approval. USSA will obtain from Wells Fargo a letter of credit guaranteeing the bonds. Staff recommends that this letter of credit be received prior to issuing bonds. Staff is also in the process of obtaining financial statements from USSA and will review those statements before formalizing an agreement. If Council would like to review USSA's financial statements in advance of Council meeting, they should contact the budget department.

2. Purpose of the Project: The project qualifies under IRS code for tax-exempt bonds with the exception of a small portion of the construction project which will be used for for-profit purposes (this portion will be financed with taxable bonds and not through the City). The project has already been considered by Council along with the IHC hospital at Quinn's Junction at length. Council has

determined that the Center of Excellence is appropriate for Park City and in line with the General Plan and Council Objectives.

3. Impact on Bond Rating or Bank Qualification: While the issuance would put the City over the threshold for bank qualification for calendar year 2007, at this time the City doesn't plan to issue any other bonds this year. However, if the City moves forward with General Obligation bonds for Walkability Projects, OTIS Projects, or Open Space, or if the City needs to issue debt for water projects, those bonds would not be bank qualified if issued during the current year. This could result in a higher interest rate. At this time, though, it is unlikely that the City would be ready to issue any of these bonds during the current calendar year. Bank qualification has no impact on bonds previously issued.

4. Agreement: If Council decides to issue conduit debt for USSA, staff would draft an agreement in accordance with the guidelines above and return for Council approval. The agreement would include the parameters of the bond, target dates for completion of certain tasks, and language as outlined in this staff report to clarify roles and liability. General agreement points should include:

- Estimated Bond Amount: $19.8 million
- Term: 20 years
- Estimated Interest Rate: 4.5% - 4.7% Fixed
- Council public hearing on bonds: August 2, 2007
- Council consideration of final bond resolution: September 13, 2007
- Bond closing: September 26, 2007 or October 3, 2007

After reviewing USSA's request in light of the criteria outlined in this report, staff recommends issuing conduit debt on behalf of USSA for the construction of the Center of Excellence. It is staff's opinion that the project purpose is in line with Council goals and appropriate for conduit financing, that USSA is a credit worthy organization, and that the impact on Park City's finances and bank qualification is not adverse. This recommendation is contingent upon receipt of a letter of credit from Wells Fargo on behalf of USSA.

Department Review:

Budget, Finance, City Manager, Legal

Alternatives:

A. Approve the request: Staff recommends the City move forward with the conduit financing for USSA, contingent upon receiving a letter of credit.

B. Continue the item. So doing may impact the construction schedule as laid out by USSA.

C. Deny the request for conduit financing.

SIGNIFICANT IMPACTS: Conduit financing would allow USSA to construct the athletic training facility at Quinn's Junction with tax-exempt bonds. While conduit financing may involve some risk, liability, and responsibility for Park City, it is generally minimal and can be further reduced by applying the guidelines listed above. There will be some staff time involved in the issuance, but staff believes it can be managed within existing resources. The City would not pay any issuance costs other than staff time.

RECOMMENDATION: Staff recommends moving forward with conduit financing for USSA while adhering to the principles and guidelines outlined in this report and advocated by GFOA. It is anticipated that formal Council action approving this financing will be requested to occur in August and again in September 2007.

Attachments
A – USSA Center of Excellence Business Plan

Attachment A

USSA Center of Excellence
Athletic Training Facility
Business Plan
Discussion Draft – 5-21-07

Executive Summary

Center of Excellence – the USSA Athletic Training Facility. A long sought after concept for our organization to take USSA to a new level of competitive excellence. A centralized training, education, and rehabilitation facility would provide the focus and intensity of training resources necessary for our athletes to be best in the world in an ever-increasingly competitive environment. The facility is the **single, most important, athletic initiative** yet to add to our athletic programs. And, it is the largest initiative in terms of cost, size and impact.

Facility Summary – An 85,000 square foot athletic facility and headquarters serving the elite and development program needs of each of our sports. The training facilities will be specifically tailored to the unique strength, endurance, conditioning, and athletic needs of our various sports as well as provide educational, physical therapy and rehabilitation facilities for the athletes. Specific **function areas** include:

- Strength and conditioning equipment
- Resistance training equipment
- Cardio vascular training equipment
- Full size gymnasium and indoor trampoline facilities
- Quarter pipe ramps and foam jump pits
- Video education and conference center for athlete and coaches education
- Athlete education center accessing state of the art learning systems,
- Athletic performance testing facilities, analysis lab and equipment, and
- Physical therapy/rehabilitation facilities including hydrotherapy / swimex equipment.

The facility would also house the office space for sport science/medicine department, athletic team management, and athletic development program management. It would also house all administrative functions of the organization in offices above the athletic facilities eliminating office rent currently incurred for those facilities (a savings of $325,000 a year).

Project team:

Architects – WPA Architecture
General Contractor – Jacobsen Construction
Project Manager - Steve Brown, Millcreek Development
Interior Design – Henriksen Butler

Project timeline – The following is the optimal timeline for the project:

Winter/Spring 2007	Ongoing architectural design, permitting, bid process
August 2007	Break ground – 15 to 18 month construction period
February 2009	Open and occupy the Center of Excellence
March 2009	First annual Board of Trustees meeting at the Center of Excellence

Project cost - The construction budget is estimated at $22,500,000 (total project with interest expense during construction of $24.5 million) and is comprised of the following:

Land improvements	$ 1,000,000
Training center construction	17,000,000
Athletic equipment, furniture, etc.	2,200,000
Project contingency	2,300,000
Total construction	$ 22,500,000
Interest expense during const.	2,051,000
Total project	$ 24,551,000

Project financing – As a 501(c)3 organization, USSA can utilize the low cost opportunity of issuing tax exempt bonds for construction and long term financing. Federal regulations will require a portion of the financing to be in the form of taxable bonds. Anticipated financing amounts follow:

Tax exempt bonds	$ 20,000,000
Taxable bonds	3,630,000
Reoffering premium on bond	990,000
Proceeds from financing	$ 24,620,000

Tax exempt bonds are required to be issued through a governmental entity as a **"conduit issuer"** of the bonds. USSA will obtain a guarantee of the bonds from a financial institution (likely to be its long term banking partner, Wells Fargo) **so that Park City will not have any obligation under these bonds**. Thus, the purchasers of the bonds will look first to USSA for repayment and, in the event of default, will look to the Wells Fargo as guarantor for repayment. Park City will not have any obligation or exposure for repayment of these bonds under this arrangement.

Debt repayment – USSA received preliminary credit approval from Wells Fargo to issue the required letter of credit guarantee to underwrite the bonds. Thus, Wells Fargo has evaluated USSA's ability to repay such debt. The repayment sources includes USSA's annual operating income and would require that net revenue available for athletic programs must first cover debt service before the remainder be allocated to its other athletic programs in order to maintain a balanced budget. Further, USSA annual operating income by 2010 will be enhanced by the growth of its endowment which currently consists of over $55 million in pledges. The earnings from the endowment have been pledged to annually support athletic programs, including the debt service of the Center of Excellence. By 2010, USSA estimates that it will receive an annual operating grant from the endowment of $2,000,000 and this annual grant will continue to grow as additional gifts are committed and received by the endowment. Other repayment sources that USSA intends to pursue include economic and other government grants, buy a brick campaigns, additional endowment gifts, matching gifts, and contribution of materials and equipment for the completion of the Center.

City Council
Staff Report

PARK CITY 1884

Sustainability

Author: Matt Twombly, Parks Planner
Subject: Dog Park
Date: June 28, 2007
Type of Item: Council Direction

Summary Recommendations
Provide direction to staff and the Dog Park user group to proceed with the Master Plan Development Amendment to the Ice Arena and Sports Complex at Quinn's Junction for the development of a dog park at the staff recommended location.

Description:
Topic:
Provide direction to staff, and the Dog Park user group with regard to the development of a dog park.

Background:
At the City Council work session on March 29, 2007, Staff presented a recommendation of the Recreation Advisory Board to proceed with a CUP for a dog park located at the base of PC Hill. After discussion and public input, Council directed staff to look at all city owned property and to list the Pro's and Con's of each location and to return to Council for further discussion on the development of a dog park within the City limits.

At the April 19, 2007 City Council Meeting the Council directed staff to look into finding a site for the dog park at the Sports Complex at Quinn's Junction. On May 17, 2007 Rich Wyman gave public input to the Council regarding the citizen's dog park committee meeting from that week and pointed out a preference of the committee for a location at the Sports Complex at Quinn's Junction. Staff submitted a Manager's Report on May 31, 2007 outlining the timeline for the dog park recommendation and 4 possible locations at the Sports Complex site to consider. Staff hired G. Brown Design (the Landscape Architect for the Ice Arena and Sports Complex at Quinn's Junction) to provide some approximate areas for dog park locations and their recommendation (see attached site plans). The recommendation by the Architects is to build the dog park at Site #2 on the East edge of the property by the entry road.

Analysis:
Staff has reviewed the drawings and agrees with the Architect's recommendation that Site #2 is the preferred location for the dog park based on the following pro's and con's:

	PRO'S	CON'S
Site 1	There is adequate room at the location for a 2 acre park. The site is already disturbed. The site is of adequate size and graded level. The site has parking in close proximity and reasonable access. Parking is planned but not funded for this location.	The site would remove a potential future field from the approved master plan. The dog park area would need to be removed for the future field, drainage, parking and access to meet the engineered plans. Parking and ADA access would need to be provided for a permanent park in this location. A path would need to be provided for reasonable access for a temporary

		park. The site is not irrigated and will be dusty which would require mulch or wood chips and additional maintenance. The restrooms, drinking fountain, are a distance from the area. The dog park will require an amendment to the MPD for the Sports Complex project, requiring 45-90 days for approval.
Site 2 (Staff Recommendation)	There is adequate room at the location for a 2 acre park. There is adequate parking and ADA access planned in that location. IHC is required to construct the parking, trails and road realignment, due to the fact that the road needed for their project impacts the City's land. This work substantially lowers the cost for a permanent park. The site is of adequate size and graded level. There is water close to the site for irrigation. The required road alignment would not allow for a field in this location as originally planned, but will allow for a dog park.	The park cannot be constructed until the new road, parking, and trails are constructed, where the road construction may not be completed until late in 2008 (staff is coordinating with IHC). The dog park will require an amendment to the MPD for the Sports Complex project, taking 45-90 days for approval.
Site 3.	There is adequate room on the site for a dog park. The site is not formally planned for any use at this time, but has been identified as a site for a second ice rink and additional fields.	The dog park area would need to be removed for future uses. Parking and ADA access would need to be provided for a permanent park in this location. The road will be under construction until 2008. A path would need to be provided for reasonable access. The site is not very level, covered in sage brush and will require additional work prior to acceptability. The dog park will require a CUP, taking 45-90 days for approval.
Site 4.	There is possibly 11/2 acres available in this location.	Parking and ADA access would need to be provided for a permanent park in this location. The dog park will require an amendment to the MPD for the Sports Complex project, taking 45-90 days for approval. A path would need to be provided for

		reasonable access. The trail would need to be moved to a less desirable location.

Although the dog park committee considered site 1 as the preferred location the committee was not aware of the issues surrounding this location. Based on the review by the dog park committee members, the RAB Board members, the Landscape Architect and staff; staff is recommending placing the dog park at site 2 and coordinating the installation with the new frontage road construction. IHC has been made aware of the possibility of the dog park in this location and G. Brown is the Landscape Architect for the IHC project.

Site 1: Permanent park. Would prevent possible future fields built prior to fields.	Parking lot with curb and gutter ADA access Fencing Irrigation Miscellaneous (sod, mulch, path) TOTAL	$60,000 $15,000 $25,000 $10,000 $10,000 $120,000
Site 2: Permanent. Staff Recommendation.	Parking lot with curb and gutter by IHC ADA access Fencing Irrigation Miscellaneous (sod, mulch, path) **TOTAL**	$--------- $--------- $25,000 $5,000 $5,000 **$35,000**
Site 3: Permanent. The park could not be developed until IHC has completed the roadway.	Parking lot with curb and gutter ADA access Fencing Irrigation (not available) Miscellaneous (mulch, path) TOTAL	$85,000 $25,000 $25,000 $-------- $10,000 $145,000
Site 4: Permanent. Less than 1.5 acres.	Parking lot with curb and gutter ADA access Fencing Irrigation Miscellaneous (sod, mulch, path) TOTAL	$60,000 $20,000 $20,000 $10,000 $10,000 $120,000
Site 1: Temporary	Reasonable Access Temporary fencing Trash cans… TOTAL	$5,000 - $15,000 $10,000 - $25,000 $1,000 - $2,000 $16,000 - $42,000
Site 2 or 3: Temporary	Not recommended due to pending roadwork construction	
Site 4: Temporary	Reasonable Access Temporary fencing Trash cans… TOTAL	$5,000 - $15,000 $10,000 - $25,000 $1,000 - $2,000 $16,000 - $42,000

The cost for a permanent park at Site #2 would be between $30,000 and $50,000 depending on the coordination of improvements with IHC. This does not include parking, utilities, trail connections, or utilities as performed by IHC. The improvements considered in the estimate include fencing, irrigation extension, trash can, possibly some sod or mulch at the entry, and a drinking fountain. Further dog park related improvements would be done by the dog park committee through coordination with the City.

The timing of the availability of the site, possibly late in 2008, may be an issue and providing a temporary park at site #1could be an option. The timing of construction has not been determined due to approvals of the intersection by UDOT. The Hospital does not need the new roadway until prior to opening in 2009. IHC has stated that an answer on timing by the contractor for the road construction based on approvals and overall schedule should be determined in 2 – 8 weeks.

Having a temporary dog park at site #1 would cost between $16,000 and $42,000. The high end considers moving the fence to site #2. There would be additional cost for removal and reinstallation at site #2. A permanent dog park in this location would preclude constructing the future fields unless the fencing and all improvements are removed so the site can be re-graded, drainage, utilities, and permanent improvements installed for the additional multi-purpose field and then replaced after construction in the area when completed. A permanent dog park would remove the softball field planned and approved but not yet funded in this location.

Staff recommends building a permanent park at Site #2 coordinating with IHC on the development of the road alignment and parking. Staff will return to Council if in coordination with IHC on the timing of construction it is determined that a dog park could not be built until late in 2008. Staff would then recommend building a temporary park at site #1, possibly this season.

Department Review & Input Received From: Recreation & Library Department, Legal, Sustainability Implementation Team, & the City Manager's Office.

Alternatives:
A. Approve the Request: Provide direction to staff, RAB and the Dog Park user group to continue with the development of a dog park located at Site 2 of the proposed locations as recommended.

A. Modify the Request: If Council wishes to modify the request by choosing a different site location.

B. Continue the Item: Council may continue the dog park discussion to a later date.

C. Do Nothing: This will result in confusion and a lack of clarity

Significant Impacts: By building a dog park, dog owners will have a designated place to let their dogs socialize off leash. There will be staff costs of $ 2,000 to $4,000 for the coordination of the park improvements. Parks maintenance costs to empty trash three days a week can be absorbed with existing resources. If a higher level of service is needed this would need to be addressed as part of next year's budget process. Staff has estimated costs of permanent and temporary parks at the discussed sites above. The funding for these items would be from the Neighborhood Parks CIP which currently has a remainder of $750,831.00.

Consequences of not taking the Recommended Action: No action is required only direction with regard to the development of a Dog Park.
Attachments:
1 Manager's Report from May 31, 2007
2 Map of Possible Dog Park Locations Considered
3 Map of Dog Park options 1&4 and overall master plan
4 Map of Recommended Dog Park Location

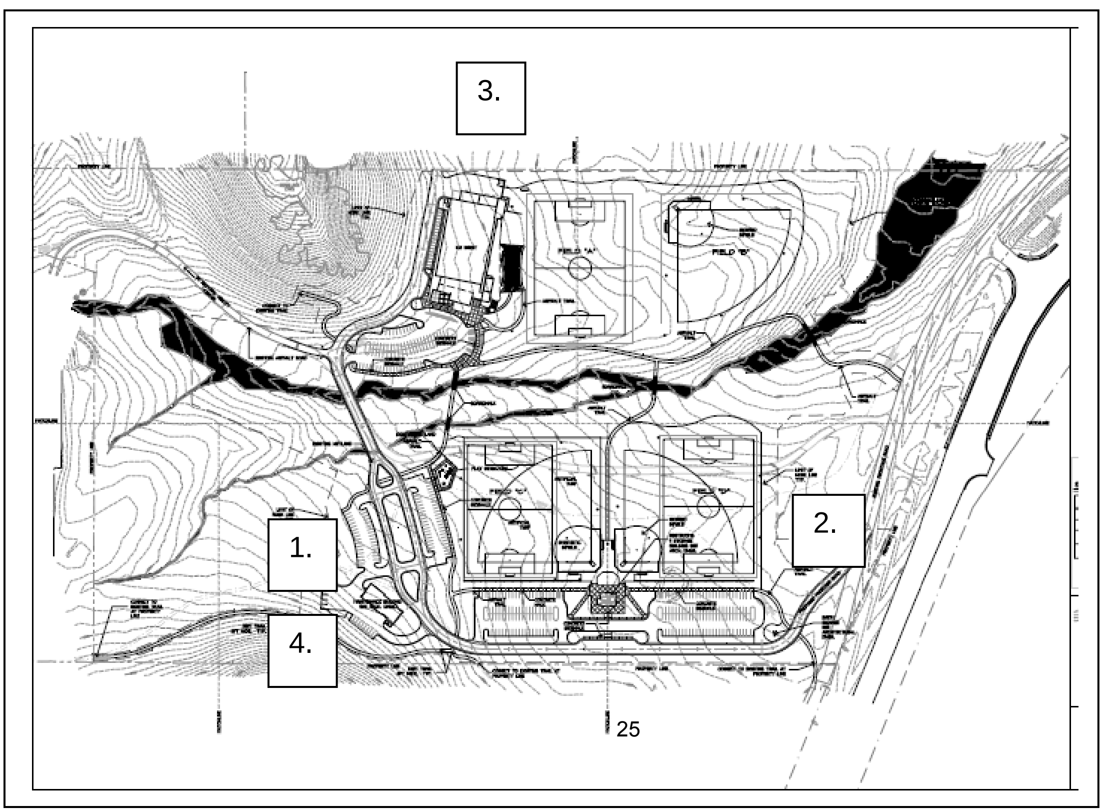
Manager's Report

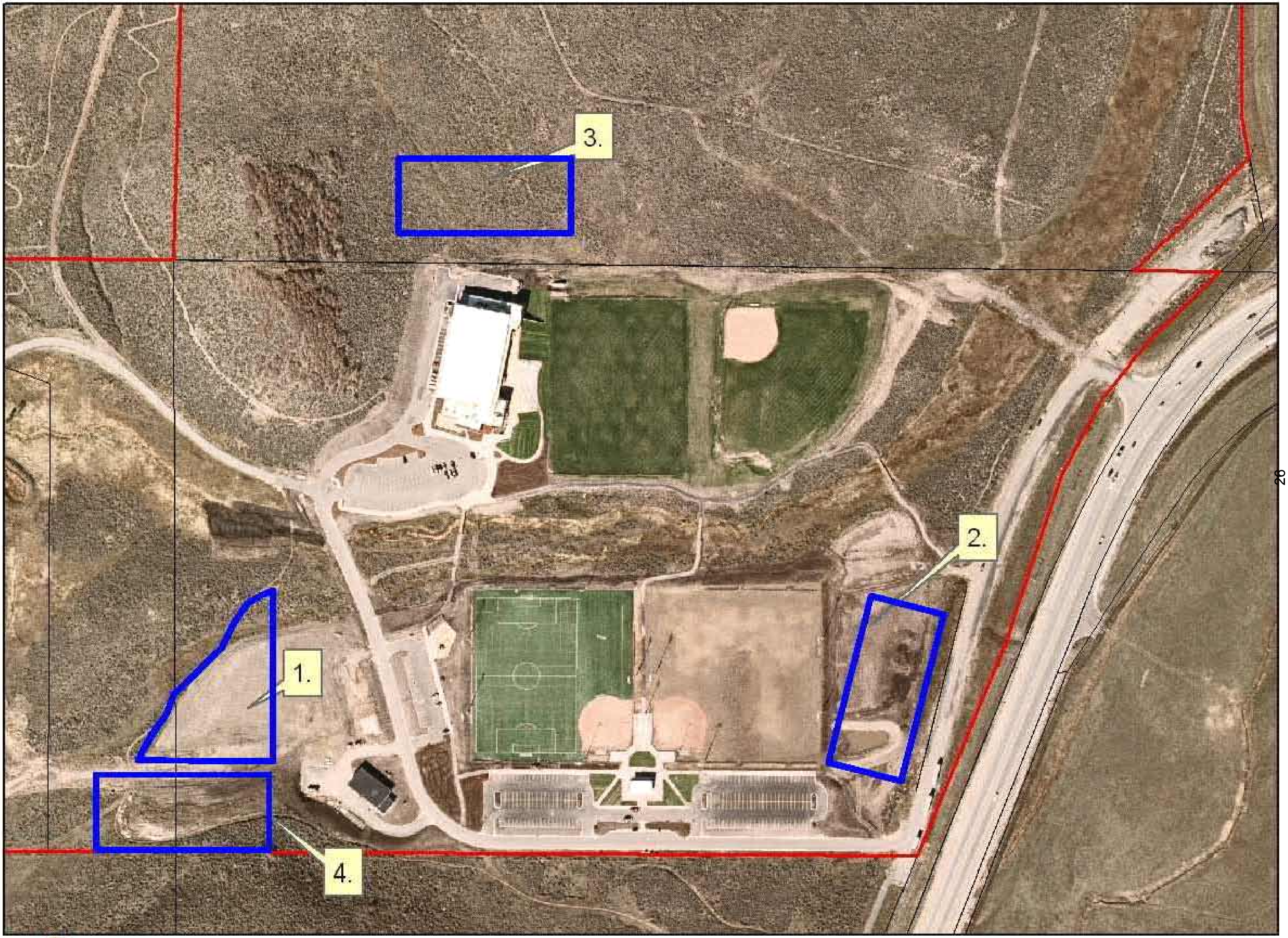
Sustainability
Recreation

To: Tom Bakaly, For City Council
Author: Matthew A. Twombly
Ken Fisher
Subject: Dog Park Timeline
Date: May 31, 2007

On May 17, Rich Wyman through illustration with a map, identified an area on the Park City Sports Complex at Quinn's Junction for a dog park as selected by the dog park committee. Staff, including Ken Fisher, Jonathan Weidenhamer, Patrick Putt, Clint Dayley and Matt Twombly met on May 22 at the Sports Complex to discuss the possible alternatives for the location of the dog park. Staff identified 4 possible locations for the dog park. These locations are 1. Northwest of the Maintenance Building: 2. The area adjacent to the frontage road at the East end of the property: 3. On the 15 acre parcel dedicated to the City by IHC to the North of the Ice Rink: 4. On the side of the hill to the West of the Maintenance Building.

Staff determined that the best means of determining the suitability of each site is to have the Landscape Architect who worked on the Sports Complex prepare a conceptual drawing of the proposed locations, arrangement, and size in conjunction with the improvements completed and planned at the site. The conceptual drawing will cost up to $1,500. Staff will review the proposed site and determine costs, benefits and any potential impacts. Staff will return to Council with a recommendation for the location of the Dog Park, outlining all of the pros and cons of the four locations. Staff will provide the recommendation and analysis in June. This is accelerated from the timeline previously set by staff of August 15, and may impact schedules of other prioritized projects.





QUINN'S - Dog Park possible

0 140 280 420 560 700 Feet

Dog Park Options 1 & 4 conflict with overall Master Plan

PARK CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JUNE 14, 2007

Present: **Mayor Dana Williams; Council members Marianne Cone; Candace Erickson; Roger Harlan; Jim Hier; and Joe Kernan**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Pace Erickson, Streets Supervisor; Troy Dayley Streets Manager; Gary Hill, Budget Manager; and Dani Lo Feudo, Human Resources Analyst

Roger Strand, White Pine Court; and Alex Butwinski, Ashley Court

1. Council questions/comments. Mayor Dana Williams reported on mosquito abatement business; it is anticipated that this season will be more active than in the past. He was a member of a Park City delegation attending the Sonoran Institute. Six other communities were selected to brain-storm sustainability issues and solutions. He was surprised to learn that buildings produce higher green house emissions than cars and industry and promoting green building design efficiencies as a City was a key discussion point. There are independent raters who evaluate the efficiency of properties and some local boards of realtors publish ratings in the multiple listing system. Marianne Cone added that this is an easy sell because of potential cost savings in the long term and she felt that the City has made a lot of progress in this area. Mayor Williams explained that Park City was chosen to participate because we have a sustainability plan in place. Ms. Cone commented on the Swaner Preserve event and Public Art Advisory Board business. Jim Hier spoke about meetings he attended during the week and Candace Erickson discussed Habitat for Humanities' progress in building a home in Kamas for a family. Joe Kernan highlighted the Recycle Utah conference; he shared a suggestion from someone interested in operating a compost center as a business in the community.

Mr. Kernan pointed out that residents rarely attend budget hearings and the importance of listening to the public's requests. Some citizens have requested more frequent snow removal services over the years but have stopped asking out of frustration. Staff will defend the City Manager's Recommended Budget on snow removal, but he encouraged the Council to look beyond past policy and consider improving snow removal services. Council member Kernan stated that he looks forward to discussing the standards and will be asking questions to highlight data used to deny a service level increase. For comparison purposes, the Golf Fund reflects the largest increase in staffing.

Joe Kernan noted that he attended a NOMA meeting. Dana Williams discussed the need for more space to adequately address the operation of the Peace House and relayed that IHC is considering providing a facility at the medical campus.

2. Regular meeting questions/comments. None.

3. Snow removal priority service. Pace Erickson explained that Council directed staff to present snow removal service levels and performance standards a couple of weeks ago after testimony from Alex Butwinski. The priority plan has been in place for many years, and adjusted from time to time. The snow removal plan manages resources required to efficiently move snow and the City budgets for average snow years. When there is an above average snow year, additional resources are provided for with a mid-year budget amendment. Remaining funding from below average years, is returned to the General Fund, and then typically distributed to the CIP Fund. The focus of the priority system is keeping commerce moving by ensuring that businesses, resorts, and schools are accommodated. He explained that the timing of a storm is critical in the City's effectiveness in moving snow. Staff discussed this snow removal program with Council in November.

Mr. Erickson stated that the Code provides that the City will remove snow on public streets to a width of 20 feet within eight hours after a storm bringing four inches or more of snow. He emphasized that staff uses another methodology to measure performance internally, while meeting the ordinance standards. The enhanced departmental objective is removing snow gutter to gutter within 16 hours after a storm which is a challenge. This provides for a wider roadway for vehicular traffic, reduces congestion, achieves more efficient and convenient on-street parking, improves pedestrian flow, and creates snow storage needed for subsequent storms. The plan is flexible and applicable to the fluctuations in weather in different areas of town.

Pace Erickson explained that Alex Butwinski addressed Council a couple of weeks ago about increasing the level of service on cul-de-sacs and there seems to be some confusion about sustained snow events. The ordinance states snow will be cleared 20 feet within eight hours after a storm, but doesn't address the timing of the storm. He emphasized that staff attempts to make at least one pass on every street in a 24 hour period. They are not abandoning people. It may be that the street was plowed during the night while it was snowing, but at no time would staff jeopardize public health and safety. He felt snow removal concerns are based more on convenience. Staff contacted the Fire District to obtain an assessment of Park City's snow removal performance and the District relayed that it has no issues with snow removal within the City, which is not the case in neighboring communities. Staff is recommending maintaining the current snow removal standard as currently outlined in the Municipal Code.

Jim Hier asked if staff could monitor four inches in eight hours versus the full street in 16 hours so compliance with the ordinance is clearer. Mr. Erickson stated that the department is acquiring new software which will assist in more accurately tracking performance. Currently, this data is collected manually and the new software may be capable of tracking both approaches. The gutter to gutter objective is a higher standard set by the department, but staff is still meeting the 20 foot eight hour provisions. Mr. Hier asked if there is a hotline and Troy Dayley explained that there is a number listed in the snow removal brochure. Pace Erickson added that citizens can also call dispatch; drivers are in constant contact with police dispatch if there is an emergency. Last year, a quick response position was initiated so that issues and emergencies could be addressed sooner. Mr. Dayley clarified that the hotline number is answered during regular business hours so a complaint filed late on Friday may not be responded to until Monday; however, dispatch is always available. Marianne Cone relayed an experience she had where the response time was not more than ten minutes. She asked how to budget for fluctuations in the weather each year, and Pace Erickson explained the contingency within the budget that is utilized when more funding is needed to support snow removal services.

Candace Erickson pointed out the length of Ashley Court; it doesn't resemble other cul-de-sacs. It looks like a street with a cul-de-sac at the end of it to her and she asked the definition of a *cul-de-sac*. Jim Hier responded that a cul-de-sac is a street that has only one entrance and exit and the Code specifies that a cul-de-sac cannot be longer than 600 feet without the Chief Building Official's approval. Pace Erickson interjected that the priority system is based on traffic flow and counts. Joe Kernan stated that there are many third priority streets (green on map) within the system; in fact, probably half of the streets north of City Park are green. He asked about defining the end of a storm and distinguishing it from being part of a series of snow events. Mr. Dayley explained it cannot be defined until after the storm ends. Mr. Kernan felt it would be helpful to survey citizens about satisfaction of service. Roger Harlan asked if staff needs more resources and commented on the challenges of recruiting qualified snow removal equipment operators. Pace Erickson indicated that increased pay and differential pay for shift work may be incentives for attracting drivers but these options they have not been fully evaluated. The pool of drivers has diminished over the years because construction is now a year-round industry. The City responds to unusually heavy or extended snow events by adding people from other Public Works crews and/or assigning supervisors to drive equipment, if necessary. Gary Hill emphasized that finding temporary staff has been a struggle and an employee task force looked at ways to retain seasonal and temporary employees. One new approach to be implemented and evaluated this year is shift differential pay.

Marianne Cone referred to an email from a resident on Ashley Court alleging that her street goes unplowed for days. Pace Erickson explained that there are times when a storm hits so hard, it takes a while to catch up. Ms. Cone felt that is normal but according to the Ashley Court residents, understood that this is an on-going occurrence. She fears that residents are reluctant to call and be considered complainers, and stressed that people should feel comfortable calling the City.

Roger Strand thanked Joe Kernan for advising him about attending this meeting. In difference to what Mr. Erickson said, there were four days last year where there was two feet of snow on White Pine Court. The berm blocked driveways. He referred to the standards in the ordinance and asked what remedy citizens have when the ordinance is not met by the City and described in detail, a better method to plow his cul-de-sac. He questioned the results of the citizen satisfaction survey and wondered if priority three residents were included. Mayor Williams pointed out that Priorities 1 and 2 are generally not residential streets, but major streets needed to be cleared so the City functions. Mr. Strand urged Council to consider funding Priority 3 areas at a higher level for enhanced service. Don't leave snow berms in front of driveways, especially at the homes of the elderly. Other than that, Mr. Strand claimed that the snow crews do a great job and they do respond.

Alex Butwinski referred to his email to the Mayor and Council members and encouraged committing more money for snow removal. He interpreted and criticized the City Manager's comments on KPCW as being unwilling to look at any operational changes. Although more dissatisfied people aren't in attendance today at the work session, Mr. Butwinski believes there are other problem areas in town. He questioned the staff report reporting 100% compliance curb to curb in 16 hours. The citizen survey has no context and the good to excellent response dropped from 83% to 73%. He stressed that the City is not measuring efforts with the same standard in the ordinance and again suggested budgeting more for snow removal. A standard should be reasonable, measurable, achievable and timely, but the standard in the ordinance does not meet this criteria and staff gets to determine the end of a storm. Every street should have at least one pass a day and he seriously doubted that residents would not be aware of plowing occurring in the middle of the night. The berms are a safety hazard.

Paul Boyer, Ashley Court, referred to his wife's concerns outlined in an email to Council members. She operates a home business and the street is inaccessible, it costs her money. American Saddler is a Priority 2, which is residential. Plowing the cul-de-sac takes only two minutes and he doesn't understand why the plow on American Saddler can't swing by. It may be that meeting the curb to curb standard delays service to Priority 3 areas. He questioned the statistics in the staff report and Ashley Court needs help because it is a safety and business issue.

Joe Kernan again spoke about increases to the Golf Fund. Gary Hill advised that there are five new positions which are funded by golf users not General Fund transfers. Mr. Kernan pointed out that users of the golf course rated it high on the citizen satisfaction survey. Yet improvements are contemplated on the course while more attention should be focused on snow removal where ratings dropped. There was discussion about interpreting survey percentages outlined in the staff report. Candace Erickson emphasized that Mr. Kernan selected the wrong example to illustrate his point because the Golf Course Fund is an enterprise fund.

Dana Williams stated that the snow removal budget is adjusted during the year when needed and throwing more money into the budget isn't necessarily a solution. Jim Hier didn't recall ever reviewing snow removal performance to standards; there should be compliance with the ordinance. He also liked Joe Kernan's suggestion of defining the end of a storm, recognizing the challenge. Pace Erickson explained that the decision is made jointly by the crew leaders who are more demanding on themselves than anyone else. Jim Hier added that when he moved here, he expected snow on the streets and times when he couldn't get out of his driveway and has been impressed with the City's snow removal service. However, it is important that the end of the storm is defined so the standards in the ordinance can be measured. It's difficult to determine whether the level of service has dropped or that expectations are higher. Mr. Hier suggested a contingency in the snow removal budget in the event, additional funds are needed for same level or enhanced service if that is the consensus of Council. Mayor Williams understood that the new software will be available shortly and will be a helpful measuring tool. Mr. Hier suggested publishing the hotline number.

Candace Erickson commended Joe Kernan for bringing up snow removal at the Visioning Session in January because he heard complaints. Like Mr. Hier, she expects snow in Park City but admits expectations have changed over 20 years and perhaps adjustments are appropriate. The standards in the ordinance should be met and the budget should be adequately funded. She supports promoting employee incentives and Roger Harlan announced that his number is published for the public to reach him with concerns about snow removal. He emphasized that it is not Council's role is to improve snow removal services to better accommodate home occupied businesses, however, public safety and emergencies need to be addressed. The Mayor stated that the expectation of the City removing berms in driveways after plowing is unrealistic. There is no way to clear snow from cul-de-sacs in an efficient manner. Ashley Court is unique and he is supportive of considering operational changes, if appropriate. There was discussion about the validity of statements that snow is not plowed for days but there was no clarification from the public whether that actually meant 48 hours or longer.

For the benefit of Alex Butwinski, Jim Hier explained that the City Manager's comment on the radio dealt with meeting service levels, it was not intended to appear close-minded to new ideas. Joe Kernan stated that tracking performance is important and will make a motion later to do what Alex Butwinski is asking for. He has a problem with not increasing the budget for snow removal; last year was a light snow season but there are still complaints in neighborhoods. He again referred to the recreation survey statistics and asked for information on General Fund support of the golf course. He cited average satisfaction ratings for departments and pointed out the expensive facility being built for the police. Snow removal is a basic service and Mr. Kernan reiterated his intention to make a motion. Mayor Williams expressed some confusion over the higher service standard and felt it important to comply with stated criteria in the ordinance. Joe Kernan suggested budgeting more for snow removal and in the meantime, developing a more efficient snow removal plan to meet the public's expectation. The City Manager commented that staff may need clearer direction on the added $50,000. Is it allocated for an enhanced service level or intended to meet current established standards. He explained that direction to staff does not require a motion. Members concurred that meeting standards is most important and developing a mechanism to effectively measure performance is needed. Tom Bakaly pointed out direction as somewhat confusing because Public Works is not recommending more funding to meet performance standards.

Alex Butwinski explained that he and his neighbors on Ashley Court do not believe crews are meeting the standard, but the standard is vague and needs to be clarified and the end of the storm needs to be defined. Every street should be swept once every 24 hours, acknowledging that there are snow events that may delay this service. He felt there is enough room in interpreting the standard to report a higher compliance and a service level that is not accurate. Mr. Hier explained that additional funding is intended to achieve the standard already defined.

4. Budget review. Gary Hill explained that staff is recommending a modification to the purchasing policy to clarify purchasing through the state's contract system. The state conducts an RFP process for a variety of supplies, equipment, etc., eliminating the requirement for cities to conduct a duplicate process if the purchase is accomplished with a state contract. Jim Hier suggested a dollar limit of $100,000 per acquisition and Mr. Hill explained that the City is able to cap the amount because municipalities can be more restrictive than the state guidelines. Purchasing requirements specified in the budget policies must also be followed and state guidelines do not trump the City's rules.

Dani Lo Feudo explained the recommended modifications to the personnel policies and procedures manual, which is updated every year. She explained the composition of the task force committee, and detailed modifications and new policies. Jim Hier suggested that the cell phone personnel policy be incorporated in administrative policies so provisions are consistent. Ms. Lo Feudo explained the change in sick leave policy, specifically addressing employees caring for ill or aging family members and categorizing dispatchers as first response emergency personnel. This will qualify them for a larger housing allowance of $250 per month if living within the School District boundaries. Minor grammatical changes were suggested by members.

Mr. Hill discussed other recommended changes, including purchasing a van for the recreation department, reclassifying positions in the sustainability team, increasing the self-insurance fund, and funding for the Marsac seismic upgrade, the Town Plaza and recycling bins. Candace Erickson stated that she supports the purchase of a van but would like to see supporting information on offsetting costs with associated program enrollment numbers. Discussion ensued on using the van in the winter and potential use by non-profits.

Jim Hier voiced his reluctance in funding the 4,700 square foot shell space at $2.7 million without any detail on the project. The elements of the project need to be refined or the estimate reduced in order for him to support the budget. Mr. Hill acknowledged an earlier estimate of $1.9 million which can be earmarked in the CIP. Mr. Hier felt it inappropriate to designate $2.7 million in the budget for a project lacking detail. Tom Bakaly suggested that the $1.9 million be earmarked and if additional funds are needed, to assign them accordingly which was agreeable to Council member Hier. See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 14, 2007

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6:15 p.m. at the Marsac Municipal Building on Thursday, June 14, 2007. Members in attendance were Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jon Weidenhamer, Project Manager; Katie Cattan, Planner; Sharon Mayes-Atkinson, Planner; and Gary Hill, Budget Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. Election voting machines - Joe Kernan understood that the municipal election will utilize electronic voting machines and asked if a more verifiable method can be considered by cities. Mark Harrington explained that staff was prepared to recommend using the optical scan machines, but because of the school voucher issue, the Lieutenant Governor mandated that counties conduct the General Election with the DRE machines. Cities do not have a choice. If there is a Primary, and even if there was other equipment available which there isn't, it is not recommended to use two different systems. Mr. Kernan asked if the City could rent optical scan machines and that may be used in future elections. It was again pointed out that there would be two different systems for the Primary and the General Election. The Election Officer will update members at an upcoming work session.

2. Resolution celebrating and proclaiming the week of June 17, 2007 as Park Silly Sunday Market Week in Park City, Utah – The Mayor read the proclamation into the record. Signed resolutions were presented to Kimberly Kuen, Jewels Harrison, and Julie-Doerr Arenson and the audience was encouraged to attend the Market.

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

1. Little Kate sidewalk project - Stacey Demolski, Park Meadows resident, disagreed with the study's conclusion that bike and pedestrian counts do not indicate that grade separation is necessary. As a resident, she witnesses many near-misses. The recommendation is arrogant and if the Council wants community buy-in, residents should get what they ask for. She questioned the study's conclusion that Little Kate is well within the traffic volume for residential streets. She hoped members would not make decisions based on unsubstantiated data in the study. She took issue with the no accident history rate and asked if someone needs to get hurt before anything is done. Ms. Demolski asked for assurance about a permanent solution of building a separated path and providing a completion date to residents. The proposed design of the sidewalk to Monitor will route kids to a busier street and they are likely not to use it. It is not a good solution to get to school.

In response to a question from her, the City Manager explained that a special service district is a mechanism to fund improvements through an assessment levied on benefited property owners. Ms. Demolski acknowledged potential opposition from residents losing property to accommodate a sidewalk all the way to the schools, but that is the project most people want.

Larry Horyna, 2009 Lucky John Drive, spoke about canvassing residents on the street and found no support of building a sidewalk all the way to Lucky John Drive. There is already a separated sidewalk from the LDS Church to the schools. He felt the staff arrived at a workable solution if a sidewalk is needed. It makes no sense to do it any other way. He asked if this proposal is responding to walkability or for the good of the community, transporting kids to school, or a convenience for some parents. If safety is the issue, putting a sidewalk all the way down Little Kate to a three-way stop sign at Lucky John, is dangerous. Many people moved into Park Meadows because of its rural nature and the fact it had no sidewalks. The requests are coming from people living in the west side of Park Meadows who aren't advocating sidewalks on their streets.

Tanya Kinnear, Park Meadows resident, stated that her two passions are the School District and walkability projects. The District has made progress and her biggest disappointment is with the City Council. For two and a half years, her neighborhood has been contacting Council about their concerns. She obtained 60 signatures in ten minutes on this issue at Squatters and read the title of the petition, "C*ut the crap, $1.5 million over five years is a band-aid solution; put it to a popular vote".* She felt that the $150,000 spent on the study was a waste of money; there is still no stop sign at the Racquet Club. City Council members should be ashamed of themselves for not making the drop-off zone a school zone. Three years is enough.

Carolyn Frankenberg, resident, stated that she wants to walk her kids on the street and not be afraid of their safety. Little Kate has become busy and there are times when it is not safe. Kids will not walk up Monitor and an on-grade sidewalk is not the solution. Budgeting $1.5 million for all walkability projects is ludicrous. She encouraged members to consider a bond issue for street projects. The drop-off zone should be designated a school zone and she stated that she is *going to spank somebody*.

Alex Kittner, student, asked for a sidewalk on Lucky John because she almost was hit by a car riding her bike to school.

Cheryl Fox, Park Meadows resident, pointed out that the experts encouraged a sidewalk all the way to Lucky John from Little Kate. The Monitor route will not work. The connection to the drop-off zone is currently dangerous because of the flurry of activity. She hoped that the City's efforts do not cease after this project and would like a long-term commitment from the City on the Landmark recommendations.

Eileen Kittner, resident, stated that the residents felt that a sidewalk to the drop-off zone was a done-deal. There are Sundance patrons that are in danger as well. If a child gets hit, *shame on you.* She reiterated that Monitor will not be used. This is the way we need to go.

Bruce Taylor, 2015 Lucky John Drive, explained the location of his house near the drop-off zone. As a resident on Lucky John Drive for 20 years he attested that there are traffic issues and a few kids going to school with a few parents accompanying them. The number of people benefited does not justify the cost for the sidewalk. He encouraged the Council to solve the traffic issue first, before building sidewalks. There are going to be near-misses anywhere and unfortunately those are the people who show up. He emphasized that he is not a *NIMBY* and is a supporter of connectivity. The benefit to the entire community and all taxpayers simply is not there.

Joe Kernan asked if he could make a motion to build the sidewalk all the way to the drop-off zone. Candace Erickson commented on kids approaching her to sign the petition for the sidewalk. There were no details on the project, but a lot of people signed it.

Alex Butwinski stated that he used to live on Lucky John and understands neighborhood concerns. He encouraged making a motion for the whole project, as opposed to a walkway to nowhere. Because of increased staffing, the level of traffic enforcement can be enhanced. Roger Harlan did not believe that a sidewalk will prompt different driving behaviors. Mr. Butwinski felt that a sidewalk creates a safer place for people to stand and drivers need to be ticketed for not stopping at the stop sign. Ms. Demolski spoke at length about a child routing plan being developed by the McPolin council.

See public hearing comments under the budget.

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 24 AND 31, 2007

Joe Kernan shared minor corrections with the City Recorder. Candace Erickson disclosed that she will be abstaining from the minutes of May 31 and Roger Harlan stated he will be abstaining from voting on both sets of minutes Joe Kernan, "<u>I move approval of the work session notes and minutes of the meetings of May 24 and May 31, 2007, as corrected</u>.

	05/24/07	05/31/07
Marianne Cone	Aye	Aye
Candace Erickson	Aye	Abstention
Roger Harlan	Abstention	Abstention
Jim Hier	Aye	Aye
Joe Kernan	Aye	Aye

V CONSENT AGENDA PUBLIC HEARINGS

1. Consideration of an Ordinance amending Title 15, Land Management Code, Title 15, Section 11-3(B), Historic Preservation Board Quorum – Sharon Mayes-Atkinson, Planner explained the amendment; there was no public input.

2. Consideration of an Ordinance approving the Roundabout Subdivision, 300 Deer Valley Loop, Park City, Utah – Planner Katie Cattan described the application. The Mayor opened the public hearing, and with no comments, closed the hearing.

VI CONSENT AGENDA

Jim Hier, "I move approval of Consent Agenda Items 1, 2 and 3". Marianne Cone seconded. Motion unanimously carried.

1. Ordinance amending Title 15, Land Management Code, Title 15, Section 11-3(B), Historic Preservation Board Quorum – See staff report and public hearing.

2. Ordinance approving the Roundabout Subdivision, 300 Deer Valley Loop, Park City, Utah – See staff report and public hearing.

3. Resolution celebrating and proclaiming the week of June 17, 2007 as Park Silly Sunday Market Week in Park City, Utah – See Communications from Council. Staff recommends approval.

VII NEW BUSINESS *(new items with presentations and/or anticipated detailed discussions)*

1. Resolution adopting revised personnel policies and procedures manual, dated July 1, 2007 – See staff report and work session discussion. Jim Hier, "I move approval of the revisions to the personnel policies and procedures manual". Roger Harlan seconded. Motion unanimously carried.

2. Ordinance increasing the Resort Community Sales Tax within the City of Park City, Utah from one percent (1%) to one and one-tenth of one percent (1.1%) – See staff report. The Mayor opened the public hearing and with no comments, closed the hearing. Marianne Cone, "I move approval of an ordinance increasing the Resort Community Sales Tax within the City of Park City, Utah from one percent to one and one-tenth of one percent". Jim Hier seconded. Motion carried.

Marianne Cone	Aye
Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Nay

3. Ordinance increasing the Transit Sales Tax within the City of Park City, Utah from one-quarter of one percent (.25%) to three tenths of one percent (.30%) – See staff

report. There was no public input. Roger Harlan, "I move to approve an ordinance increasing the transit sales tax within Park City from one-quarter of one percent to three tenths of one percent". Marianne Cone seconded. Motion carried.

Marianne Cone	Absent
Candace Erickson	Aye
Roger Harlan	Aye
Jim Hier	Aye
Joe Kernan	Nay

4. Ordinance amending the Capital Facilities Plan, an Impact Fee Analysis, and amending Title 11, Chapter 13 of the Municipal Code of Park City, Utah setting forth the assessment and calculation of impact fees – See staff report. The Mayor opened the public hearing; there was no input from the audience. Joe Kernan, "I move to approve the Ordinance amending the Capital Facilities Plan, Impact Fee Analysis and setting forth the assessment and calculation of impact fees". Roger Harlan seconded. Motion carried. Unanimously carried.

5. Revised budget for fiscal year 2007 and the budget for fiscal year 2008 for Park City Municipal Corporation and its related agencies – See staff report. Staff was invited to introduce the budget and the public hearing was opened.

Gary Hill stated that Council has the option to support a budget, including direction from last week, forming a SID, and/or funding the Landmark recommendation at $325,000. The budget can be approved as proposed with direction to staff to return with traffic counts and a study to warrant the extended sidewalk project with a deadline of January to make a final decision. Jim Hier believed that a warrant for a sidewalk based on traffic counts won't be achievable for this project. He felt efforts should focus on designating the drop-off as a school zone and he wasn't sure if that is under the purview of the School District, the City and/or UDOT. He personally is not in favor of the extended sidewalk but suggested that a total reconstruction of Little Kate be included in a bond initiative or that it be funded through a SID. It was pointed out that the sidewalk would be removed if a reconstruction later occurred. Dana Williams spoke about the traffic calming effects of narrowing the road because the perception of the road slows drivers down. Carolyn Frankenberg repeated that $1.5 million is not enough for connectivity.

Marianne Cone referred to the 300 signatures on the Park Meadows petition supporting the extended sidewalk project and asked if the neighborhood would be willing to pay for improvements. Tanya Kinnear believed that tax payers will understand the price associated with connecting the town and Jim Hier expressed that a bond issue would be worth pursuing. Gary Hill advised that there may not be enough time to get a bond issue on the November ballot and the time needed to educate the public. Candace Erickson stated that she could not support forming a SID for a $350,000 project; there's too much associated administrative work to make it worthwhile. She felt that a comprehensive list of street projects may total as much as $20 million.

Ms. Erickson pointed out that installation of a sidewalk is feasible this year, but reconstructing Little Kate is longer term. Carolyn Frankenberg expressed that the connection to the school drop-off zone should not be delayed any longer. There was discussion about the three owners of property directly affected by the installation of a sidewalk on Lucky John who are opposed to the project.

Candace Erickson stated that she could support pursuing a bond if it is clearly presented to voters so it has a chance of passing. Mark Harrington suggested that staff conform requirements to get a bond on the November ballot and report back to Council. Mr. Hill believed the deadline for a resolution of intent is in August and a voter information piece would need to be produced and distributed.

Tom Bakaly pointed out that this discussion on Little Kate is reminiscent of last year's where the bigger solution resulted in the walkability study. The study identified recommended projects at $1.5 million; there was a list of other improvements, but those were not recommended. The Council established a service level for walkability projects which is reflected in the budget. Jim Hier stated that he doesn't feel the expanded Little Kate project is needed but felt a bond issue should be considered to include projects like a tunnel under SR248. Candace Erickson brought up the interest in constructing a round-about on SR224. She suggested allocating $350,000 for Little Kate in this year's budget. In the meantime the Council can consider a bond issue. It was pointed out that sidewalks will not be constructed this summer. The Mayor suggested including OTIS projects. Stacey Demolski suggested that the designation of a school zone could be accomplished in the meantime.

Mr. Bakaly understood consensus to be supporting moving the workability contingency into the Little Kate funding as a placeholder bringing the project total to $350,000. It would include a sidewalk down Little Kate with the potential of including a portion of Lucky John. He felt that the majority of Council members expressed interest in the Lucky John and Little Kate project, but prior to moving ahead with design, to further explore with the potential designation of a school zone on Lucky John with the School District. He understood consensus in returning with information regarding a bond issue. He advised that proceeding with a bond issue in November may delay the project for another year. Jim Hier clarified that his intent is not to change the amount earmarked for this element in the walkability study, his recommendation is to have sufficient funds budgeted for the whole program if it is decided to extend the sidewalk. Tom Bakaly added that the contingency could be spent on another project and Gary Hill agreed and explained the best approach is designating the cost in the implementation budget. There was discussion about the easements needed on Lucky John and Candace Erickson suggested exploring a bulb-out type design.

There was discussion about funding a $50,000 contingency to ensure that snow removal standards are met. Mr. Bakaly explained that this will be separate from the Public Works Fund. Gary Hill explained that the shell space will be budgeted at $1.9 and the difference between $1.9 and $2.7 will be maintained in the CIP where there is flexibility to loan funds to other projects, if needed. Jim Hier expressed his concern of budgeting $6 million for the seismic upgrade of the Marsac Municipal Building without more discussion among Council members. Joe Kernan agreed with reducing the cost to $4 or $5 million, and the Mayor voiced an interest on being updated on the status of the project. Jon Weidenhamer advised that staff has been focusing on the shell space and a schematic design has been completed on the Marsac. At this point, there are no details to share with members. Tom Bakaly added that staff just received direction from Council on green building which needs to be incorporated in the projects. Council has the option of decreasing the funding from $6 million and putting the difference in the five-year CIP, like the shell project. It was the consensus of Council to budget the seismic upgrade at $4.75 million and adjust the budget next year, if needed.

VI ADDITIONAL DISCUSSION – AGENDA ITEMS

VII 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 2:30 p.m. Members in attendance were Mayor Dana Williams, Marianne Cone, Candace Erickson, Roger Harlan, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Kent Cashel, Deputy Public Works Director; Jerry Gibbs, Public Works Director; Myles Rademan, Public Affairs Director; Jon Weidenhamer, Project Manager; and Alison Butz, Project Manager. 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 p.m. Marianne Cone, "I move to open the meeting". Joe Kernan seconded. Motion unanimously carried.

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

Prepared by Janet M. Scott

____
Janet M. Scott, City Recorder

City Council
Staff Report

BUILDING DEPARTMENT

Author: Ron Ivie
Subject: Fireworks Ordinance
Date: June 19, 2007
Type of Item: Legislative

Summary Recommendation: Hold a public hearing and adopt the proposed Fireworks Ordinance Regulating the Use and Sale within Park City During the 2007 Fire Season.

Topic: Fireworks Ordinance

Background:
The use of consumer fireworks has been an ongoing problem over the years and has caused fires in Park City.

In Utah the greatest fire risks generally start in southern Utah and move north. Due to the high level of light fuels (grasses and other light vegetation) in the Park City area and from all current forecasts we will be at a high risk by mid July. Park City and the Fire District desire to adopt legislation aimed at protecting Park City from the potential hazard of wildfires ignited by the use of fireworks.

Due to the high fire risk to Park City, I am of the opinion that we should ban fireworks during the July 24th period.

Fireworks could be used during the 4th of July period only.

It is also important to know this only applies to the State approved fireworks. The materials that come from other states, such as Wyoming, would likely not be permitted even on the 4th of July.

The last time this ban was recommended was for the 2003 fire season.

Consistent with Council direction, staff has coordinated with the Park City Fire District in order to create a uniform fireworks regulatory scheme.

Department Review:
Building Department, Engineering/Planning/Building Team, Legal Dept and City Manager.

Alternatives:

- Approve the Request:

City Council should adopt the attached Fireworks Ordinance which will prohibit the use of fireworks within Park City during the 2007 fire season. **This is the recommended option.**

- Deny the Request:

Council could choose to deny the request. There would be no prohibition of fireworks within Park City.

- Continue the Item:

Council could choose to continue the item and direct the staff to return with more information.

- Do Nothing:
  This would be the same as denying the request.

Significant Impacts/Consequences of not taking the recommended action:
Not adopting the ordinance would leave the City in a vulnerable position because of the high threat of fires resulting from the use of fireworks.

Recommendation:
Council should adopt the Fireworks Ordinance Regulating the Use and Sale of Fireworks within Park City During the 2007 Fire Season.

Attachment: Fireworks Ordinance

Ordinance No. 07-

AN ORDINANCE REGULATING THE USE AND SALE OF FIREWORKS WITHIN PARK CITY DURING THE 2007 FIRE SEASON

WHEREAS, the City Council of Park City Municipal Corporation, Utah, (herein “City”), in conjunction with the Park City Fire Marshal and the Park City Fire District, has a desire to reduce the threat of wild fires within the City limits; and

WHEREAS, based on the forecasted drought, the fire risk for the year 2007 is expected to be high from July 8 through October 1, 2007

WHEREAS, early spring rains have combined with high temperatures in May to produce a very high level of light fuels (grasses and other light vegetation) in the Park City area; and

WHEREAS, on June 8, 2007 there have been 5 fires burning, one of which was in Summit County and one that was identified as fireworks caused and

WHEREAS, Park City and Summit County have the greatest amount of wildland/urban interface in the state of Utah, and

WHEREAS, the City and the Fire District desire to reduce the risk of wild fires which may cause extensive damage within the City and

WHEREAS, the use of explosive and other fireworks within the City substantially increase the risk of fires; and

WHEREAS, the State of Utah has created the Utah Fireworks Act as found in U.C.A. Section 53-7-220 et.seq.

WHEREAS, pursuant to Sections 10-8-56 and -84 of the Utah code, it is the intent of the City Council to adopt a valid, time, place and manner regulation on the display, sale and use of fireworks that does not conflict with Sections 53-7-220 through 53-7-225 of the Utah Code; and

WHEREAS, this ordinance based on specific environmental factors identified by the Park City Fire Marshal as being ripe for wildfire and is effective for only one “fire season” and is not a general or permanent regulation in conflict with Sections 53-7-220 through 53-7-225 of the Utah Code

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

SECTION 1. The City hereby finds and determines that the fire season for the year 2007 shall be from July 8, 2007 through October 1, 2007.

SECTION 2. The use of any and all Division 1.4G fireworks shall be prohibited during the entirety of the 2007 fire season. This prohibition includes all fireworks regulated under CPSC 16 CFR, Parts 1500 and 1507, and DOT n 49 CFR, Parts 100-178, for consumer fireworks.

SECTION 3. The sales, use and display of all other explosives or fireworks as defined in U.C.A. Section 53-7-202 (Utah Fire Prevention and Fireworks Act) shall be regulated as set forth in the Utah Code, except as set forth below:

3.1 Prohibited Sales: During the period between July 21, 2007 and July 27, 2007, the display, sale and use of all explosives and fireworks as defined in U.C.A. Section 53-7-202, shall be strictly prohibited.

SECTION 4. "Display operators" as defined by U.C.A. 53-7-202 (9) may obtain permits for "display fireworks" from the Park City Fire Marshal as set forth by state law, and any display or use of fireworks in conjunction with such a permit and in accordance with state law, shall not be deemed a violation of this Ordinance.

SECTION 5. Pursuant to U.C.A. Section 53-7-226, violations of this Ordinance which incorporate portions of U.C.A. Section 53-7-220, et. Seq., shall be deemed a Class B misdemeanor and shall be punishable by a fine not to exceed $1,000 for persons or $5,000 for corporations, and/or imprisonment for a term not to exceed six (6) months.

SECTION 6. All resolutions, ordinances, orders, and regulations or parts therefore heretofore adopted or passed which are in conflict with any of the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 7. If any provision of this ordinance or the application of any provision of this ordinance is found invalid the remainder of this ordinance shall be given effect without the invalid provision or application.

SECTION 8. This Ordinance shall become effective immediately upon it approval and passage.

City Council
Staff Report

PLANNING DEPARTMENT

Author:	**Ray Milliner**
Subject:	**315 PARK AVENUE**
Date:	**June 28, 2007**
Type of Item:	**Legislative**

Summary Recommendation: Staff recommends that the City Council Approve the request for a one year extension to the March 16, 2006 plat amendment approval for the property located at 315 Park Avenue according to the Findings of Fact, Conclusions of Law and Conditions of Approval in the attached ordinance. The new expiration date would be March 16, 2008.

TOPIC

Owners:	Monique Abbott
Location:	315 Park Avenue
Zoning:	HR-1
Adjacent Land Uses:	Historic Residential
Project Planner:	Ray Milliner

BACKGROUND

On March 16, 2006 the applicant received approval from the City Council to combine to combine Lot 4 and portions of 5 and 6 into one lot of record, and to combine Lots 28 and 29 into one lot of record. On February 12, 2007 the applicant requested in writing that the City Council approve a one year extension of the approval. The extension was requested because the applicant was working to resolve the existing structure on the property. On June 5, 2007, the Historic Preservation Board found the structure to be historically insignificant, enabling the applicant to move forward with this extension.

The property is currently vacant, and is located within the HR-1 zone. The applicant was unable to record the plat prior to the expiration of the subdivision approval and is therefore requesting that the City Council grant another one year extension to the March 16, 2006 approval.

ANALYSIS

The applicant is seeking a one year extension to an plat amendment that was granted by the City Council in 2006. The applicant is eligible for the extension because she submitted in writing a request for the extension prior to the expiration of the plat. Staff has been working with the applicant to ensure that all issues relating to the home on the property were taken care of prior to scheduling the extension hearing in front of the City Council. Section 15-1-10 (G) of the LMC requires that the applicant demonstrate that no change in circumstance has occurred since the previous approval that would result in an unmitigated impact to the community as a result of the extension. The applicant is requesting that the City Council extend the 2006 approval with a change in condition of approval number 2 that states (new language is underlined):

Prior to the recordation of the plat, the historic residence shall be either <u>removed from the property</u> or moved and inspected for building code compliance to a final location that is compliant with all applicable LMC setback requirements in the HR-1 zone.

The reason for the modification of this condition of approval is based on the June 5, 2007 finding by the Historic Preservation Board that the existing home on the property is historically insignificant. This finding enables the applicant to remove the home from the property, or to move it to a new location on the site.
Staff finds that although this change of the conditions of approval has occurred since the time of the original approval no unmitigated impact on the community will result as of this exception. Additionally, no applicable changes to the LMC have occurred in the time since the application was initially approved.

RECOMMENDATION
Staff recommends that the City Council Approve the request for a one year extension to the March 16, 2006 plat amendment approval for the property located at 315 Park Avenue according to the Findings of Fact, Conclusions of Law and Conditions of Approval in the attached ordinance. The new expiration date would be March 16, 2008.

EXHIBITS
Exhibit A – Proposed Ordinance
Exhibit B – Proposed Plat Amendment
Exhibit C – March 16, 2006 Approved Ordinance

Ordinance No. 07-

AN ORDINANCE APPROVING A ONE YEAR EXTENSION OF A SUBDIVISION OF LOTS 4, 27, 28, 29 AND PORTIONS OF LOTS 5 AND 6 OF BLOCK 3, OF THE PARK CITY SURVEY, LOCATED AT 315 PARK AVENUE PARK CITY, UTAH

WHEREAS, the owners of the property known as 315 Park Avenue have petitioned the City Council for approval of an extension to a plat amendment; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on March 16, 2006, the City Council approved proposed plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the one year extension to 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:

Findings of Fact

1. The property located at 315 Park Avenue is located in the HR-1 zone.
2. Plat amendments expire one year from the date of City Council approval.
3. The applicant received approval for a subdivision plat amendment on March 16, 2006.
4. The applicant is requesting a one year time extension of the plat to subdivide lots 4, 27, 28, 29 and portions of lots 5 and 6 of Block 3 of the Park City survey into 3 lots of record.
5. No changes to the existing approval are proposed that will cause an unmitigated impact on the community.
6. No change in circumstance has occurred since the previous approval that would result in an unmitigated impact to the community as a result of the extension.
7. The approval will expire on March 16, 2008.
8. No building permits will be issued for the property until the plat amendment is recorded at the county.

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

Conclusions of Law

1. There is good cause for this extension.

2. The extension is consistent with the Park City Land Management Code and applicable State law regarding plat amendments.
3. Neither the public nor any person will be materially injured by the extension.

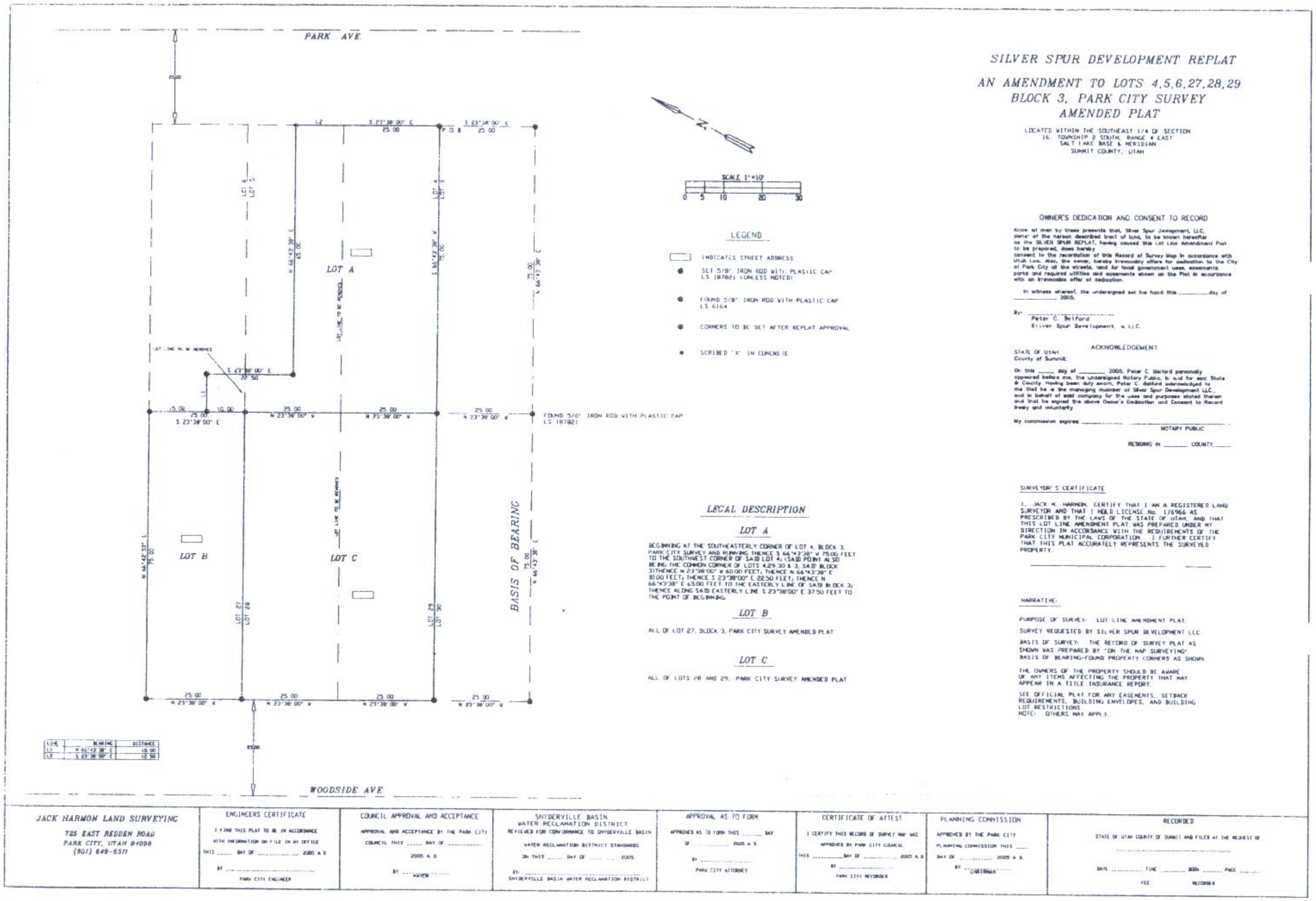
SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Park City Land Management Code, and the conditions of approval prior to recordation of the plat.
2. All conditions of approval for the plat amendment will continue to apply as found in the City Council approval on March 16, 2006, with the exception of condition #2 that will be changed to read, "Prior to the recordation of the plat, the historic residence shall be either removed from the property or moved and inspected for building code compliance to a final location that is compliant with all applicable LMC setback requirements in the HR-1 zone.
3. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

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

PASSED AND ADOPTED this 28th day of June 2007.


PARK AVE
WOODSIDE AVE
LOT A
LOT B
LOT C
BASIS OF BEARING
FOUND 5/8" IRON ROD WITH PLASTIC CAP LS 187821
SCALE 1"=10'
0 5 10 20 30
LEGEND
INDICATES STREET ADDRESS
SET 5/8" IRON ROD WITH PLASTIC CAP LS 187821 (UNLESS NOTED)
FOUND 5/8" IRON ROD WITH PLASTIC CAP LS 6164
CORNERS TO BE SET AFTER REPLAT APPROVAL
SCRIBED "X" IN CONCRETE
SILVER SPUR DEVELOPMENT REPLAT
AN AMENDMENT TO LOTS 4,5,6,27,28,29
BLOCK 3, PARK CITY SURVEY
AMENDED PLAT
LOCATED WITHIN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE & MERIDIAN SUMMIT COUNTY, UTAH
OWNER'S DEDICATION AND CONSENT TO RECORD
Know all men by these presents that, Silver Spur Devlopment, LLC. owner of the herein described tract of land, to be known hereafter as the SILVER SPUR REPLAT, having caused this Lot Line Amendment Plat to be prepared, does hereby consent to the recordation of this Record of Survey Map in accordance with Utah Law. Also, the owner, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks and required utilities and easements shown on the Plat in accordance with an irrevocable offer of dedication.
In witness whereof, the undersigned set his hand this ________ day of ________ 2005.
By: ____________________
Peter C. Belford
Silver Spur Development, a LLC.
ACKNOWLEDGEMENT
STATE OF UTAH
County of Summit
On this ____ day of ________ 2005, Peter C. Belford personally appeared before me, the undersigned Notary Public, in and for said State & County. Having been duly sworn, Peter C. Belford acknowledged to me that he is the managing member of Silver Spur Development LLC., and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.
My commission expires: ________ ____________________
NOTARY PUBLIC
RESIDING IN ______ COUNTY ______
SURVEYOR'S CERTIFICATE
I, JACK M. HARMON, CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD LICENSE No. 176966 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS LOT LINE AMENDMENT PLAT WAS PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE PARK CITY MUNICIPAL CORPORATION. I FURTHER CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE SURVEYED PROPERTY.
LEGAL DESCRIPTION
LOT A
BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 4, BLOCK 3, PARK CITY SURVEY AND RUNNING THENCE S 66°43'38" W 75.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; (SAID POINT ALSO BEING THE COMMON CORNER OF LOTS 4,29,30 & 3, SAID BLOCK 3) THENCE N 23°38'00" W 60.00 FEET; THENCE N 66°43'38" E 10.00 FEET; THENCE S 23°38'00" E 22.50 FEET; THENCE N 66°43'38" E 65.00 FEET TO THE EASTERLY LINE OF SAID BLOCK 3; THENCE ALONG SAID EASTERLY LINE S 23°38'00" E 37.50 FEET TO THE POINT OF BEGINNING.
LOT B
ALL OF LOT 27, BLOCK 3, PARK CITY SURVEY AMENDED PLAT
LOT C
ALL OF LOTS 28 AND 29, PARK CITY SURVEY AMENDED PLAT
NARRATIVE:
PURPOSE OF SURVEY: LOT LINE AMENDMENT PLAT.
SURVEY REQUESTED BY SILVER SPUR DEVELOPMENT LLC
BASIS OF SURVEY: THE RECORD OF SURVEY PLAT AS SHOWN WAS PREPARED BY "ON THE MAP SURVEYING"
BASIS OF BEARING-FOUND PROPERTY CORNERS AS SHOWN.
THE OWNERS OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT.
SEE OFFICIAL PLAT FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES, AND BUILDING LOT RESTRICTIONS.
NOTE: OTHERS MAY APPLY.
JACK HARMON LAND SURVEYING
725 EAST REDDEN ROAD
PARK CITY, UTAH 84098
(801) 649-6511
ENGINEERS CERTIFICATE
COUNCIL APPROVAL AND ACCEPTANCE
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
APPROVAL AS TO FORM
CERTIFICATE OF ATTEST
PLANNING COMMISSION
RECORDED

Ordinance No. 06-

AN ORDINANCE APPROVING A SUBDIVISION OF LOTS 4, 27, 28, 29 AND PORTIONS OF LOTS 5 AND 6 OF BLOCK 3, OF THE PARK CITY SURVEY, LOCATED AT 315 PARK AVENUE PARK CITY, UTAH

WHEREAS, the owner of the property known as 315 Park Avenue, has petitioned the City Council for approval of a Subdivision; and

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

WHEREAS, on March 1, 2006 the Planning Commission held a public hearing on the proposed Subdivision and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, on March 16, 2006 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, the proposed Subdivision allows the property owner to combine four lots and portions of two others into three lots of record; and

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

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

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

1. The property is located in the Historic Residential (HR-1) zone.
2. The HR-1 zone is a residential zone characterized by a mix of contemporary residences and smaller historic homes.
3. The amendment will subdivide four platted lots and portions of two others into three lots of record.
4. Lot A is accessed from Park Avenue, Lots B and C are accessed from Woodside Avenue.
5. Proposed Lot A would consist of approximately 3,162 square feet.
6. Proposed Lot B would consist of approximately 1,875 square feet.
7. Proposed Lot C would consist of approximately 3,750 square feet.
8. The minimum lot size for a single family home in the HR-1 zone is 1,875 square feet.
9. There is an existing historic single family home and an accessory building on the property.
10. In its current location, the historic home and accessory building would not respect

the newly created lot lines and could not meet the required HR-1 setbacks for proposed lots.

11. No other applications have been filed with the Planning Department with regard to this application.
12. Minimal construction staging area is available along Park and Woodside Avenues.
13. Snow removal is necessary for emergency access, and snow storage areas are necessary for good snow removal.

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

1. There is good cause for this subdivision.
2. The subdivision 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 subdivision.
4. As conditioned the subdivision is consistent with the Park City General Plan.

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

4. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
5. Prior to the recordation of the plat, the historic residence shall be moved and inspected for building code compliance to a final location that is compliant with all applicable LMC setback requirements in the HR-1 zone.
6. Prior to recordation of the plat, a reciprocal snow shed easement shall be recorded between Lots B and C.
7. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
8. A financial guarantee for public improvements including road repairs from utility installation shall be provided in a form acceptable to the City Attorney and in an amount acceptable to the City Engineer prior to plat recordation.
9. A ten-foot-wide public snow storage easement shall be dedicated along the Park Avenue and Woodside Avenue frontage of all lots.

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

PASSED AND ADOPTED this 16th day of March 2006.

City Council
Staff Report

PARK CITY 1884

PUBLIC WORKS

Author: Kathy Lundborg
Subject: DROUGHT ORDINANCE MODIFICATIONS
Date: June 28, 2007
Type of Item: Legislative

Summary Recommendations:
Adopt Drought Ordinance as presented to amend paragraph 13-1-26 “Water Use During Periods of Drought” of the Water Code.

Description:

Topic:
Drought Ordinance to amend Paragraph 13-1-26 Water Use During Periods of Drought of the Water Code.

Background:
Ordinance 03-28 was adopted by City Council on June 12, 2003, which added paragraph 13-1-26 to the Water Code. The purpose of the paragraph is to provide tools for taking immediate pre-determined action when water demand exceeds 90% of available water source capacity. This overlying goal is to protect the health, safety, and welfare of the public by ensuring an adequate culinary water supply and fire protection.

As 2007 is another dry year and source flows are already on the decline, Staff reviewed the actions set forth in the Water Code for the Stages of Drought and has developed recommendations for policy and action changes.

Analysis:

The attached proposed Drought Ordinance is redlined. The summary of suggested changes with explanations in italics is as follows:

13-1-26

(D) STAGE THREE DROUGHT.

(2) All use of water for outdoor irrigation shall be prohibited except as needed for the health and safety of residents and visitors as per the Parks Water Reduction Plan;

Fields for events such as Triple Crown would not be safe for use without irrigation. Recreation programs would also be adversely affected without irrigation. The Parks and Golf Water Reduction Plans are attached for reference.

~~(5) All car washing shall be prohibited;~~

Car washing is covered in Stage Two.

(5~~6~~) The use of water for filling or refilling all private and public swimming pools shall be prohibited; and

(6~~7~~) The irrigation of the Park City Municipal Golf Course ~~all golf courses, whether public or private,~~ shall be per the Golf Water Reduction Plan ~~prohibited~~.

The City has a contract with Park Meadows Golf Course to deliver water on the same priority as culinary water, so the City cannot dictate no watering to the Park Meadows Golf Course. The Golf Water Conservation Plan is attached for reference.

Staff has put a lot of effort into the Parks and Golf Water Reduction plans and manages the irrigation programs with great care. Very careful management will be practiced during all Stages of drought, with emphasis on Stage III Drought.

Department Review:

This staff report has been reviewed by Public Works, Legal, Engineering, Building Department, Golf and City Manager.

Alternatives:

A. Approve the Request:
Adopt Drought Ordinance as presented to amend paragraph 13-1-26 “Water Use During Periods of Drought” of the Water Code.

B. Deny the Request:
Paragraph 13-1-26 “Water Use During Periods of Drought” of the Water Code would remain as is. The health, safety, and welfare of residents and visitors could be impacted if a Stage III Drought were declared before ea decision on the item was made.

C. Continue the Item:
Paragraph 13-1-26 “Water Use During Periods of Drought” of the Water Code would remain as is. The health, safety, and welfare of residents and visitors could be impacted if a Stage III Drought were declared before ea decision on the item was made.

Do Nothing:
Paragraph 13-1-26 “Water Use During Periods of Drought” of the Water Code would remain as is. The health, safety, and welfare of residents and visitors could be impacted if a Stage III Drought were declared before ea decision on the item was made.

Significant Impacts:

Adoption of the Drought Ordinance which changes Paragraph 13-1-26 “Water Use During Periods of Drought” of the Water Code would provide Council with the ability to protect the health, safety and welfare of the public by ensuring an adequate culinary water supply and fire protection through enforceable actions to reduce less important water consumption.

Consequences of not taking the recommended action:

The health, safety, and welfare of residents and visitors could be impacted if a Stage III Drought were declared before a decision on the item was made.

Recommendation:

Adopt the Drought Ordinance as presented to amend paragraph 13-1-26 “Water Use During Periods of Drought” of the Water Code.

Ordinance No.

AN ORDINANCE AMENDING TITLE 13, WATER CODE, OF THE MUNICIPAL CODE OF PARK CITY, UTAH TO AMEND SECTION 13-1-26 TO PROVIDE FOR REDUCED WATER CONSUMPTION DURING DROUGHT OR OTHER EMERGENCY

WHEREAS, the raw water supplies of the City of Park City are at one of their lowest recorded level and are in immediate danger of not being fully replaced or renewed in the foreseeable future at the current usage by consumers; and

WHEREAS, water conservation is required for maintenance of a sustainable water supply to immediately preserve and protect the public health of the citizens of Park City and its water users; and

WHEREAS, the declaration of drought emergency and the imposition of mandatory water conservation measures are in the best interest of the citizens of Park City for the immediate preservation and protection of their health, safety, and welfare.

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

<u>Section I</u>. Amendment. Title13 of the Municipal Code of Park City is hereby amended to amend Section 13-1-26 as follows:

13- 1-26. WATER USE DURING PERIODS OF DROUGHT.

(A) **<u>OBJECTIVE</u>**. The objective of this section is to establish authority, policy and procedure by which the Park City Water Service District and Park City Municipal Corporation will assure during periods of water shortages that the peak daily demand for water does not exceed ninety percent (90%) of available water source capacity.

(B) **<u>STAGE ONE DROUGHT</u>**. Stage One of a drought shall exist when the Public Works Director, or his or her designee, determines that water demand has exceeded eighty-five percent (85%) of available water source capacity. During Stage One of a drought, the Public Works Director shall immediately implement measures set forth in the Stage I goals outlined in the City's "Water Conservation and Drought Management Plan."

(C) **<u>STAGE TWO DROUGHT</u>**. Stage Two of a drought shall exist when the Public Works Director, or his or her designee, determines that water demand continues to exceed ninety percent (90%) of available water source capacity in spite of the implementation of Stage One measures. During Stage Two of a drought, the Park City Mayor, or his or her designee, shall be executive order impose the following regulations:

(1) Lawn and landscape irrigation shall be limited to two (2) times per week. Houses with odd address numbers shall be allowed to use water for outdoor irrigation on Monday and Thursday. Houses with even address numbers shall be

allowed to use water for outdoor irrigation on Tuesday and Friday. All other use of water for outdoor irrigation shall be prohibited;

(2) Sidewalk and driveway washing shall be prohibited;

(3) Car washing, unless done at a commercial car wash that recycles water, shall be prohibited; and

(4) The installation of additional lawn or landscaping, whether by seed or sod shall be prohibited.

(D) **STAGE THREE DROUGHT**. Stage Three of a drought shall exist when the Public Works Director, or his or her designee, determines that water demand continues to exceed ninety percent (90%) of available water source capacity in spite of implementation of Stage Two measures. During Stage Three of a drought, the Park City Mayor, or his or her designee, shall by executive order impose the following restrictions:

(1) All acts prohibited during Stage Two of a drought shall be prohibited during Stage Three of a drought;

(2) All use of water for outdoor irrigation shall be prohibited except as needed for the health and safety of residents and visitors as per the Parks Water Reduction Plan;

(3) Use of water in ornamental fountains, ponds, or other aesthetic water features shall be prohibited;

(4) New or additional connections to the Park City Water Service District's water distribution system shall be prohibited;

~~(5) All car washing shall be prohibited;~~

(5~~6~~) The use of water for filling or refilling all private and public swimming pools shall be prohibited; and

(6~~7~~) The irrigation of the Park City Municipal Golf Course ~~all~~ golf ~~courses, whether public or private,~~ shall be per the Golf Water Reduction Plan ~~prohibited~~.

(E) **NOTICE**. The Public Works Director in the case of a Stage One drought and the Mayor in the case of a Stage Two or Stage Three drought shall provide notice of his or her declaration of drought stage as follows:

(1) Notice shall be published in a newspaper of general circulation in the Park City community at least once each week during the period of drought;

(2) Public service announcements shall be made on a radio station broadcasting in the Park City community at least once each day during the period of drought; and

(3) Written notice shall be posted at all government buildings.

(F) **ENFORCEMENT**. Upon a first violation of this ordinance, in addition to any fine imposed pursuant to Section 28 of this Title, a written notice of the violation shall be affixed to the property where the violation occurred and the customer of record and any other person known to be responsible for the violation or its correction shall be provided with notice. Said notice shall describe the violation and order that it be corrected within such specified time as the Public Works Director determines is reasonable under the circumstances.

If the violation is not corrected within the proscribed time, the Public Works Director may order the disconnection of water service to the violating property subject to the following procedures:

(1) The City shall give the customer notice by mail or actual notice that water service will be discontinued within a specified time due to the violation and that the customer will have the opportunity to appeal the termination by requesting a hearing scheduled before the City governing body or a City official designated as a hearing officer by the governing body.

(2) If such a hearing is requested by the customer charged with the violation, he or she shall be given a full opportunity to be heard before termination is ordered; and

(3) The governing body or hearing officer shall make findings of fact and order whether service should continue or be terminated.

(G) **RECONNECTION**. A fee of $100 shall be paid for the reconnection of any water service terminated pursuant to subsection (A). In the event of subsequent violations, the reconnection fee shall be $200 for the second reconnection and $300 for any additional reconnections.

(Created by Ord. No. 03-28)

Section II. Effective Date. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 28th day of June 2007.

PARKS DEPARTMENT
WATER REDUCTION PLAN

The following is a break down of our areas and the percentage

1. 40% = Play Areas (Sports Fields)
2. 40% = Non Play Areas (Entry corridor, city buildings landscaping, cemetery, etc)
3. 5% = Essential Facility Functions (Pavilions, Miners, Rotary, etc)
4. 10% = Shrubs beds
5. 5% = Flower Beds

STAGE ONE REDUCTION - (System saving of 15%)

Play Areas	Water @ 100%
Essential Facility Functions	Reduce by 25%
Flower Beds	Water @ 100%
Non Play Areas & shrub beds	Reduce by 25%

STAGE TWO REDUCTION - (System saving of 29%)

Play Areas	Water @ 100%
Essential Facility Functions	Reduce by 25%
Flower Beds	Reduce by 25%
Non Play Areas & shrub beds	Reduce by 50%

STAGE THREE REDUCTION - (System saving of 65%)

Play Areas	Reduce by 25%
Essential Facility Functions	Reduce by 50%
Flower Beds	Reduce by 50%
Non Play Areas & shrub beds	Shut off

STAGE FOUR REDUCTION - (System saving of 75%)

Play Areas	Reduce by 50%
Essential Facility Functions	Reduce by 75%
Flower Beds	Reduce by 50%
Non Play Areas and shrub beds	Shut off

STAGE FIVE REDUCTION - (system saving of 98%)

Play Areas	Shut off
Essential Facility Functions	Shut off
Flower Beds (hanging baskets)	Reduce by 50%
Non Play Areas	Shut off
Shrubs beds	Shut off

With a stage four or five reduction we would recommend to discontinue using athletic fields and refund park reservations.

GOLF COURSE WATER REDUCTION PROGRAM

WATER MANAGEMENT

The golf course has a responsibility to the community and the environment to conserve water. The golf course has made many great strides in the pass 20+ years. The installation of automatic irrigation system and the state of the art computer system has given the maintenance department ultimate control in water management. However, the technology of this system is only as good as the time spent overseeing and monitoring its programs. Because of this, we have access to University of Utah's weather station that is located on site, along with spot watering personnel that check the course every day, seven days a week during irrigation periods.

The following lists water reduction stages that are implemented to some degree each year.

STAGE ONE REDUCTION - (system saving of 20%)
- Reduce roughs by 50%
- Water greens, tees, fairways, surrounds @ 100%

STAGE TWO REDUCTION - (system saving of 30%)
- Reduce roughs by 75%
- Greens, tees, fairways @ 100%

STAGE THREE REDUCTION - (system savings of 60%)
- Shut roughs off
- Reduce fairways by 35%
- Reduce green & tee by 10%

STAGE FOUR REDUCTION - (system savings of 80%)
- Shut roughs off
- Reduce fairways by 75%
- Reduce tees & tees by 25%

STAGE FIVE REDUCTION - (system savings of 95%)
- Shut roughs off
- Shut fairways off
- Water greens & tees three times a week

**Water reductions for short periods of time, such as a couple of days to a week will have minimal impacts to the condition of the course. However, long term reduction at level four or higher will have enormous impacts to the quality of the course, effecting revenue and its future success.

City Council
Staff Report

PARK CITY 1884

Sustainability Team

Author: Alison Butz
Subject: Environmental Initiatives
Date: June 28, 2007
Type of Item: Administrative

Summary Recommendations:
Review the proposed Environmental Initiatives and Action Plan and consider adopting a resolution outlining Park City's goals, policies and actions.

Description:
Environmental Strategic Plan

Background:
In 2006, Council broadened their definition of Sustainability and agreed to focus on the importance of environmental initiatives for the community as a distinct element. Following the Visioning Session, Council adopted a resolution setting an Environmental Strategic Plan outlining goals, policies and strategies.

Over the past year, research and discussions on potential action steps to strengthen the City's efforts in addressing the City's environmental vision took place. Efforts focused on narrowing down the goals to guiding statements, weeding through the policies and moving those that were action steps into the action plan and moving the strategies into action items. The work resulted in the following goals:

1. Preserve and enhance the ecological diversity of the City and the Region
2. Encourage the efficient use of all resources in order to ensure a future with a secure and sustainable energy supply
3. Encourage environmental stewardship and protection of Park City's natural environment through sharing of information and collaboration with the community, community groups, as well as local, state and federal agencies.
4. Incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation plans and development proposals
5. Continue to review and investigate best practices that have the potential of substantially improving the environment.
6. Continue to monitor the environment with representative air, water, and soil sampling protocol.

Analysis:
Staff requests that Council review the proposed Vision, Goals and Policies and to discuss, suggest any modifications to them and consider adopting the attached resolution.

The Action Plan lists 51 specific action steps. The top priority goals are outlined below. The top priorities selected help us reach the Mayors Climate Protection Agreement signed in 2005 as well as other goals that will help strengthen efforts within the Park City region.

Top Priority Action Steps

1.2	Inventory CO_2 emissions from City operations
1.3	Discuss and consider conducting an ecological footprint for municipal operations
1.4	Adopt a Resolution outlining the process to measure progress in meeting the target of reducing the municipal operation's climate pollution by seven percent or greater by 2012 compared to 1990 levels.
1.5	Implementation and technical support for this Municipal Action Plan including convening an interdepartmental Climate Team that will coordinate, track and report on implementation progress and develop climate protection performance measures to be integrated into departments' existing performance measures
2.1	Develop General Municipal Building Efficiency Measures.
2.1b	Perform building efficiency audits to identify upgrades for all types of building systems
2.1c	Prioritize and implement needed efficiency upgrades
2.2	Implement Citywide green purchasing policy
2.3	Continue with quarterly energy use challenges among all city facilities
4.5	Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
4.10	Implement recommendations from the Walkability Study which Significantly Expand Bicycling and Pedestrian Infrastructure
4.11	Develop an Employee Carpooling Campaign
4.12	Target a location for a Park and Ride lot and investigate alternative transportation options from the lot

Staff scheduled the following tasks on the Sustainability Team work plan to be complete within the next year. Updates as to the progress of the strategies and initiatives would come to the City Council twice a year, with monthly updates to the liaisons.

Significant Impacts:
Outlining the City's environmental vision and goals provides an outline to focus staff efforts and evaluate requests and proposals.

Department Review:
All applicable departments have reviewed the proposed Environmental Initiatives and their comments have been incorporated within the report.

Recommendation:
Review the proposed Environmental Initiatives and consider adopting a resolution outlining Park City's goals, policies and actions.

Attachments:
Exhibit A – Resolution - Environmental Strategic Plan

Resolution No. 07-

A RESOLUTION DECLARING PARK CITY'S VISION, GOALS, POLICIES AND ACTION PLAN IN PROMOTION OF ENVIRONMENTAL INITIATIVES FOR PARK CITY MUNICIPAL AND THE COMMUNITY.

WHEREAS, Park City recognizes that a healthy natural environment is critical to well-being of our society.

WHEREAS, Park City aims to provide long-term environmental health for the Park City region through efficient use of resources, protection of the quality and diversity of the local environment upon which the community depends.

WHEREAS, Park City will continually improve the efficient use of all energy resources in order to ensure a future with a secure and sustainable energy supply.

WHEREAS, Park City encourage environmental stewardship and protection of Park City's natural environment through sharing of information and collaboration with the community, community groups, as well as local, state and federal agencies.

WHEREAS, Park City desires to incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation strategies and development proposals, and overall sustainable community design.

WHEREAS, Park City will continue to review and investigate best practices that have the potential of substantially improving the environment.

NOW THEREFORE, be it resolved by the City Council of Park City as follows:

ENVIRONMENT

ENVIRONMENTAL VISION

PCMC views the environment as air, surface/ground/culinary water, land, soil, native vegetation, etc. Park City will provide long-term environmental health for the region through efficient use of resources, protection of the quality and diversity of the local environment upon which the community depends. As a guiding principle, the City will consistently strive to sustain its vibrant multi-seasonal destination resort community in a manner that protects and enhances its natural environment.

ENVIRONMENTAL GOALS

1. Preserve and enhance the ecological diversity of the City and the Region.
2. Encourage the efficient use of all resources in order to ensure a future with a secure and sustainable energy supply, safe/reliable water, and clean air.
3. Encourage environmental stewardship and protection of Park City's natural environment through sharing of information and collaboration with the community, community groups, as well as local, state and federal agencies.

4. Incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation strategies and development proposals, and overall sustainable community design.
5. Continue to review and investigate best practices that have the potential of substantially improving the environment.

ENVIRONMENTAL POLICIES

- Comply with the U.S. Mayors Climate Protection Agreement signed on May 19, 2005
- Mitigate historic mining impacts
- Promote implementation of conservation programs that assist in maintaining wildlife habitat and wildlife corridors.
- Pursue open space protection opportunities
- Improving surface water quality to the East Canyon Creek watershed and Silver Creek watershed
- Encourage best available green building practices for city and private development
- Look to increase the amount of clean and renewable energy purchased and utilized
- Encourage year-round community water conservation programs
- Pursue model environmental sustainability projects that are working symbols of the city's commitment
- Increase recycling levels in City operations and in the community
- Continue the City's strong leadership example through participation on boards, groups and working together with other organizations
- Direct and comment on environmental regulatory policy that has the potential of impacting Park City, citizens and other stakeholders.
- Reduce sprawl, preserve open space, and create compact, walkable urban communities
- Promote Alternative Transportation
- Promote "reasonable accommodation"/"complete streets" practices in City's annexation, MPD and CUP processes.

ACTION PLAN

Complete	Action #	
GOAL 1. Preserve and enhance the ecological systems and diversity of the City and, in turn, the Region		
X	1.1	Join ICLEI - Local Governments for Sustainability. Through the membership ICLEI will provide the City tools to inventory global warming emissions of municipal operations and community emissions.
	1.2	Inventory CO2 emissions from City operations
	1.3	Discuss and consider conducting an ecological footprint for municipal operations
	1.4	Adopt a Resolution outlining the process to measure progress in

		meeting the target of reducing the municipal operation's climate pollution by seven percent or greater by 2012 compared to 1990 levels.
	1.5	Implementation and technical support for this Municipal Action Plan including convening an interdepartmental Climate Team that will coordinate, track and report on implementation progress and develop climate protection performance measures to be integrated into departments' existing performance measures
	1.6	Inventory Park City community's CO2 emissions
X	1.7	Launch an employee education program including anti-idling messages
	1.8	Launch a program promoting employee use of alternative sustainable transportation
	1.9	Continue to monitor the environment with representative air, water, and soil sampling protocol.
	1.10	Fund and administer the Environmental Management System
	1.11	Improve City input to watersheds
	1.12	Increase property owner use of the top soil assistance program
	1.13	Fund the Environmental Management System (EMS) as approved by UDEQ and USEPA and as obligated for delisting Prospector Development.
	1.14	Fund City's Storm Water Management Plan as approved by UDEQ and USEPA and required under the Phase II Rule of the Clean Water Act.
	1.15	Meet regulatory the requirements for the Comprehensive Environmental Response, Clean Air Act, Clean Water Act, Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, and the Conservation Reserve Program.
	1.16	Comply with State and Federal Environmental Laws that are applicable to City Departments.
	1.17	Enforce institutional controls that are designed to protect human health and the environment from historic impacts (i.e. soils ordinance, EMS Program).
GOAL 2. Encourage the efficient use of all resources in order to ensure a future with a secure and sustainable energy supply		
	2.1	Develop General Municipal Building Efficiency Measures.
X	2.1a	Adopt a Green Building Policy for Capital Projects
	2.1b	Perform building efficiency audits to identify upgrades for all types of building systems
	2.1c	Prioritize and implement needed efficiency upgrades
	2.2	Implement Citywide green purchasing policy
	2.3	Improve the efficiency of all city vehicles
	2.4	Continue with quarterly energy use challenges among all city facilities
	2.5	Increase recycling rates in City operations

	2.5a	Contract for recycling services for Main Street and City Parks
	2.6	Review, identify and prioritize available Control Technology that minimizes air and water pollution for City use.
	2.7	Increase the community's recycling percentages
	2.7a	Investigate single stream collection of recyclables
	2.7b	Establish a municipal green waste and construction waste recycling program
GOAL 3. Encouraging environmental stewardship and protection of Park City's natural environment through sharing of environmental information with the community and active, meaningful community participation		
	3.1	Support local organizations that educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.
	3.2	Support discussions for transit options between Park City and surrounding areas.
	3.3	Support Wasatch Environmental Alliance Community Action Plan by participating in action awareness campaign
	3.4	Strengthen the State Residential Energy Code through strongly advocating for state and national policies that: o increase investment in public transit and other infrastructure that makes alternatives to motor vehicles more convenient and affordable; o increase the fuel efficiency of motor vehicles as well as development and use of alternative fuels; o encourage energy utilities to fully support and implement cost effective conservation and meet new demand with renewable energy sources; o and other measures to reduce our state and national impact on the global climate.
	3.5	Launch a quarterly award recognizing a community member or business for their positive environmental impact.
	3.6	Investigate launching either solely or in cooperation with other entities a Community Climate Partnership. The Partnership would work together to help set and meet community-wide reduction goals.
X	3.7	Promote use of bio-diesel fuel to other businesses with fleet vehicles
	3.8	Support the Summit County Health Department in their investigation and programs regarding air quality.
	3.9	Increase water conservation education.
	3.10	Continue to educate ourselves on concepts and best management practices in environmental initiatives through conferences & seminars
	3.11	Co-sponsor & promote educational programs
	3.12	Direct and comment on environmental regulatory policy that has the potential of impacting Park City, citizens and other stakeholders.
GOAL 4. Incorporate environmental considerations as an integral part in assessing growth management options, land use plans, transportation plans and development		

proposals.		
X	4.1	Promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
	4.2	Adopt “reasonable accommodation”-“complete street” standards as part of annexation and LMC requirements.
	4.3	Education series for City employees to help identify green building elements in projects when reviewing plans with applicants
	4.4	Set minimum standards that require energy efficiency and green building design for construction projects in the General Plan, annexation policies and Land Management Code amendments to the MPD and CUP sections.
	4.5	Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
	4.6	Review and adopt any needed changes to the Night Sky Ordinance
	4.7	Adopt Code changes that work to keep our Air Quality at current levels
	4.8	Make water conservation a priority through funding and supporting water conserving landscape enforcement through code enforcement.
	4.9	Promote transportation options such as bicycle trails, commute trip reduction programs, flex hour schedules, incentives for car pooling and public transit;
	4.10	Implement recommendations from the Walkability Study which Significantly Expand Bicycling and Pedestrian Infrastructure
	4.11	Develop an Employee Carpooling Campaign
	4.12	Target a location for a Park and Ride lot and investigate alternative transportation options from the lot
	4.13	Enhance current trail system and identify new trail opportunities
GOAL 5. Continue to review and investigate best practices that have the potential of substantially improving the environment		
	5.1	Update the City Council biannually on the City’s Environmental Action Plan
	5.2	Return on a yearly basis to recommend and implement modifications to improve program effectiveness.

SECTION 3. EFFECTIVE DATE. This resolution shall become effective upon adoption.

Passed and adopted this 28th day of June 2007.

City Council
Staff Report

Author: Alison Butz
Subject: Miners Hospital Leases
Date: June 28, 2007
Type of Item: Administrative – Lease Authorization

Sustainability Team

Summary Recommendations:
Staff recommends that Council authorize the Mayor to sign the leases for Mountain Trails Foundation and Summit County/Park City Arts Council in a form to be approved by the Legal Department for use of space in Miners Hospital.

Topic:
Mountain Trails Foundation and the Summit County/Park City Arts Council and Mountain Mediation currently rent space in Miners Hospital. Both leases expire on June 30, 2007.

Background:
The Arts Council and Mountain Trails Foundation have occupied space in Miners Hospital since their relocation to allow for the Library Expansion in 2003. The current leases expire June 30, 2007.

Issues:
The City found having occupied offices within Miners Hospital increases the public access into the building and heightens the care of the premises. Staff recommends extending the leases for an additional three years until June 30, 2010. A potion of the three year term will fall within the timeframe of the Marsac Remodel, and Miner's Hospital will be a temporary City Office location. Staff has identified an alternate location within the Racquet Club for the temporary relocation of the offices, if so desired by the tenants. A statement was added within the lease requiring the Miner's Hospital offices be vacated during the Marsac remodel.

ALTERNATIVES

A. Direct Staff to draft leases in a form to be approved by the Legal Department with each organization for a period of three-years.
B. Determine the space is no longer surplus Municipal space, and reject the request for a new lease by the organizations.
C. The City Council may continue the action for more information and discussion.

RECOMMENDATION:
Staff recommends that Council approve the leases for Mountain Trails Foundation and Summit County/Park City Arts Council in a form to be approved by the Legal Department for use of space in Miners Hospital.

Exhibits

Exhibit A – Lease Agreement between Mountain Trails Foundation and Park City Municipal Corporation

Exhibit B – Lease Agreement between the Park City/Summit County Arts Council and Park City Municipal Corporation

Mountain Trails Foundation
Park City Municipal Corporation
2007 Property Lease

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as "Landlord") and Mountain Trails Foundation (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease space in Miners Hospital at 1354 Park Avenue, Park City Utah (hereinafter referred to as "Miners Hospital") to Tenant. The parties agree as follows:

1. Property. The property leased is within Miners Hospital as described in Exhibit A (attached and hereafter referred to as Premises). The leased space includes the following property on the second floor of Miners Hospital: 2nd floor office (Room 21) as is. The Premises contains approximately one hundred sixty three (163) square feet.

2. Term. The Lease term shall commence on July 1, 2007, and shall run for three (3) years through June 30, 2010. The property being leased is currently surplus municipal space, but may be required for municipal purposes by Landlord at the conclusion of the lease term. Landlord may terminate this lease upon three (3) months prior written notice if the leased space is required for municipal purposes. No option of first refusal is granted to Tenant.

3. City Hall Relocation Period. The Landlord hereby reserves the right to se the Premises for the relocation of City Hall beginning the spring of 2008 and lasting approximately 15 months. The City shall give the Tenant written notice by September 31, 2007 of its intent to use the Premise. If notice of Landlord use is given, Tenant shall vacate the space and relocate to space within the first floor tennis secretary office ("Alternate Location") at the Racquet Club during the Vacated Period. If the tenant determines that use of the Alternate Location is not necessary, the Landlord agrees to waive rent charges on the entire Leased Space for the Vacated Period.

4. Rent. The rent for the leased space shall be as follows:
   (1) Rate: Two Thousand Five Hundred Sixty-Seven Dollars and Twenty-Five Cents ($2,567.25) annually for three years.
   (2) Payments: Rent shall be paid in equal monthly installments of Two Hundred Thirteen Dollars and Ninety-Four Cents ($213.94). Rent shall be due on the first of each month, and past due if not paid by the tenth (10th) of the month.
   (3) Deposit: No Deposit is required.
   (4) Credit for Early Payment. If Tenant pays Landlord the annual rent in full by July 15, then rent will be reduced by four percent (4%).

5. Utility Service. Landlord shall be responsible for natural gas, electricity, sewer, refuse collection and water for the leased space. Tenant will be responsible for any other utilities such as telephone and cable television and shall establish an account with each of these utilities in its own name.

6. Use of the Premises. The premises shall be used only for quasi-public administrative use.

7. Telephone, Cable and Microwave. The Tenant will install its own telephone, television,

computer and other communication equipment in the leased space. The remodeled space will include wiring, cables or chases for a wide variety for communications between spaces within the building and externally. Any specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility.

8. Insurance. The Tenant will provide insurance at its expense covering its contents against loss through theft, fire, vandalism or similar casualties. The Landlord will maintain insurance on the structure for the replacement of the building itself, and the contents of the building owned by Landlord. The Landlord also carries a public liability policy insuring it against claims of personal injury on Landlord's property. The Landlord's policy does not cover the Tenant's employees or patrons who are on Landlord's property exclusively for the purpose of doing business with the Tenant. The Tenant agrees to maintain a comprehensive property liability policy in the amount of Two Million Dollars ($2,000,000) (each person and each occurrence) and to obtain a certificate of insurance naming Park City Municipal Corporation and the Municipal Building Authority of Park City as additional insured and evidencing coverage as to any person on the Premises as a result of Tenant's programs or activities. The Landlord 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 the Landlord for liability or allegations arising out of the Tenant's use of Landlord's property.

9. Payment of Taxes and Other Assessments. As a tax exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However should the Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay real estate and personal property taxes and other related assessments or taxes on the Tenant's Premises during the term of this lease.

10. Liens. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord received notice of any such against the property, Tenant shall promptly discharge the lien at Landlord's request, or post fund sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.

11. Tenant Improvements. The Premises are being leased to Tenant in as-is condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord and Owner in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. At the expiration or termination of the Lease, all Tenant improvements become property of the Landlord unless specifically exempted in writing prior to installation.

12. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on or in the building. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Park City Sign Code, and conforms with the historic nature and architectural detailing of the building.

Signs shall be removed and any damage resulting from removal shall be repaired at the termination of the Lease.

13. Assignment/Sublease. The Lease may not be assigned or the Premises sublet without the advance written consent of Landlord except that any space within the building may be sublet to any other tenant within the building. Landlord's consent to assignment or sublease will not be unreasonably withheld.

14. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or reaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:

(1) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the premises within fifteen (15) days;

(2) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;

(3) Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;

(4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

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

16. Maintenance. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the library and other tenants and cleaning the outside of the glass and replacement in the event of damage from an outside source. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures to the extent that they are located within and exclusively benefit the Premises, janitorial service, and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased premises or solely serves the Premises. Landlord shall be responsible for mechanical systems, which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal shall be Landlord's responsibility.

17. Access to Other Spaces. Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure and to service common utility facilities. Landlord shall have the right to inspect the leased space during the Tenant's normal business hours.

18. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to a private educational entity or similar establishment or that the Landlord may not lease to a private entity either under existing state and federal law regulation or future state and federal law regulation.

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

20. Care and Repair of Premises by Tenant. Tenant will inspect and accept the Premises for the purposes of this agreement prior to taking occupancy. Tenant will not commit any waste on Premises nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character for the building or improvements or weakening the structure on the leased premises. 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.

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

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

23. Hold Over. Should Tenant hold over the Premises or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Tenant shall pay as monthly rental the same monthly rental provided for herein.

24. Available Space. If additional space becomes available in Miners Hospital, Landlord agrees to offer such space to tenants in Miners Hospital before making it available to non-tenants. Landlord reserves the right to use space that becomes available and to assign the space

through a competitive bid process with tenants of Miners Hospital who have been in the building for one (1) year or more, at the time the space becomes available.

25. Indemnity. The Tenant covenants and agrees to indemnify, hold Landlord harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent provided in the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Landlord, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. 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.

Landlord will indemnify and hold tenant and its employees harmless to the full extent provided in the Utah Governmental Immunity Act, and limited by Paragraph 25 of this lease, from claims, loss, damage, injury, or liability resulting from Landlord's use and occupancy of the Premises or from the conduct of Landlord's operations; including, but not limited to, Landlord's negligence or intentional acts. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended.

26. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

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

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

29. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

30. Security. The Landlord will install doors with locking hardware. The Tenant is entitled to put locks on the doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors locked after their use of the building is completed for the day, and the Tenant shall have the obligation of checking all exterior doors at the conclusion of each day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights and radiators should be turned off at the conclusion of the Tenant's use each day.

31. Notice Provision. Any and all notices required by this Lease Agreement shall be in

writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

If to Tenant:
Mountain Trails Foundation
1255 Park Ave.
P.O. Box
Park City, Utah 84060

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

DATED this ______ day of June 2007.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, Mayor

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
City Attorney's Office

MOUNTAIN TRAILS FOUNDATION

____
Carol Potter, Executive Director

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this ______ day of June, 2007, personally appeared before me, Carol Potter who being duly sworn, did say that she is the Executive Director for the Mountain Trails Foundation, and acknowledged to me that the preceding Agreement was signed on behalf of said entity, and he acknowledged that the entity did execute the same for its stated purpose.

____
Notary Public

Park City Arts Council
Park City Municipal Corporation
2007 Property Lease

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as "Landlord") and the Park City Summit County Arts Council (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease space in Miners Hospital at 1354 Park Avenue, Park City Utah (hereinafter referred to as "Miners Hospital") to Tenant. The parties agree as follows:

1. Property. The property leased is within Miners Hospital as described in Exhibit A (attached and hereafter referred to as Premises). The leased space includes the following property on the first floor of Miners Hospital: 1st floor office (Room 11) as is. The Premises contains approximately one hundred (100) square feet.

2. Term. The Lease term shall commence on July 1, 2007, and shall run for three (3) years through June 30, 2010. The property being leased is currently surplus municipal space, but may be required for municipal purposes by Landlord at the conclusion of the lease term. Landlord may terminate this lease upon three (3) months prior written notice if the leased space is required for municipal purposes. No option of first refusal is granted to Tenant.

3. City Hall Relocation Period. The Landlord hereby reserves the right to se the Premises for the relocation of City Hall beginning the spring of 2008 and lasting approximately 15 months. The City shall give the Tenant written notice by September 31, 2007 of its intent to use the Premise. If notice of Landlord use is given, Tenant shall vacate the space and relocate to space within the first floor tennis secretary office ("Alternate Location") at the Racquet Club during the Vacated Period. If the tenant determines that use of the Alternate Location is not necessary, the Landlord agrees to waive rent charges on the entire Leased Space for the Vacated Period.

4. Rent. The rent for the leased space shall be as follows:
   (1) Rate: One Thousand Five Hundred Seventy-Five Dollars ($1575.00) annually for three lease years.
   (2) Payments: Rent shall be paid in equal monthly installments of One Hundred Thirty-One Dollars and Twenty-Five Cents ($131.25). Rent shall be due on the first of each month, and past due if not paid by the tenth (10th) of the month.
   (3) Deposit: No Deposit is required.
   (4) Credit for Early Payment. If Tenant pays Landlord the annual rent in full by July 15, then rent will be reduced by four percent (4%).

5. Utility Service. Landlord shall be responsible for natural gas, electricity, sewer, refuse collection and water for the leased space. Tenant will be responsible for any other utilities such as telephone and cable television and shall establish an account with each of these utilities in its own name.

6. Use of the Premises. The premises shall be used only for quasi-public administrative use.

7. Telephone, Cable and Microwave. The Tenant will install its own telephone, television,

computer and other communication equipment in the leased space. The remodeled space will include wiring, cables or chases for a wide variety for communications between spaces within the building and externally. Any specialized communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility.

8. Insurance. The Tenant will provide insurance at its expense covering its contents against loss through theft, fire, vandalism or similar casualties. The Landlord will maintain insurance on the structure for the replacement of the building itself, and the contents of the building owned by Landlord. The Landlord also carries a public liability policy insuring it against claims of personal injury on Landlord's property. The Landlord's policy does not cover the Tenant's employees or patrons who are on Landlord's property exclusively for the purpose of doing business with the Tenant. The Tenant agrees to maintain a comprehensive property liability policy in the amount of Two Million Dollars ($2,000,000) (each person and each occurrence) and to obtain a certificate of insurance naming Park City Municipal Corporation and the Municipal Building Authority of Park City as additional insured and evidencing coverage as to any person on the Premises as a result of Tenant's programs or activities. The Landlord 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 the Landlord for liability or allegations arising out of the Tenant's use of Landlord's property.

9. Payment of Taxes and Other Assessments. As a tax exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However should the Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay real estate and personal property taxes and other related assessments or taxes on the Tenant's Premises during the term of this lease.

10. Liens. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord received notice of any such against the property, Tenant shall promptly discharge the lien at Landlord's request, or post fund sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.

11. Tenant Improvements. The Premises are being leased to Tenant in as-is condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord and Owner in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. At the expiration or termination of the Lease, all Tenant improvements become property of the Landlord unless specifically exempted in writing prior to installation.

12. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on or in the building. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Park City Sign Code, and conforms with the historic nature and architectural detailing of the building.

Signs shall be removed and any damage resulting from removal shall be repaired at the termination of the Lease.

13. Assignment/Sublease. The Lease may not be assigned or the Premises sublet without the advance written consent of Landlord except that any space within the building may be sublet to any other tenant within the building. Landlord's consent to assignment or sublease will not be unreasonably withheld.

14. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or reaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:

(1) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the premises within fifteen (15) days;

(2) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;

(3) Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;

(4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

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

16. Maintenance. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the library and other tenants and cleaning the outside of the glass and replacement in the event of damage from an outside source. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures to the extent that they are located within and exclusively benefit the Premises, janitorial service, and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased premises or solely serves the Premises. Landlord shall be responsible for mechanical systems, which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal shall be Landlord's responsibility.

17. Access to Other Spaces. Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure and to service common utility facilities. Landlord shall have the right to inspect the leased space during the Tenant's normal business hours.

18. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to a private educational entity or similar establishment or that the Landlord may not lease to a private entity either under existing state and federal law regulation or future state and federal law regulation.

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

20. Care and Repair of Premises by Tenant. Tenant will inspect and accept the Premises for the purposes of this agreement prior to taking occupancy. Tenant will not commit any waste on Premises nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character for the building or improvements or weakening the structure on the leased premises. 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.

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

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

23. Hold Over. Should Tenant hold over the Premises or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, such holding over shall constitute a tenancy from month to month only, and Tenant shall pay as monthly rental the same monthly rental provided for herein.

24. Available Space. If additional space becomes available in Miners Hospital, Landlord agrees to offer such space to tenants in Miners Hospital before making it available to non-tenants. Landlord reserves the right to use space that becomes available and to assign the space

through a competitive bid process with tenants of Miners Hospital who have been in the building for one (1) year or more, at the time the space becomes available.

25. Indemnity. The Tenant covenants and agrees to indemnify, hold Landlord harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent provided in the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Landlord, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. 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.

Landlord will indemnify and hold tenant and its employees harmless to the full extent provided in the Utah Governmental Immunity Act, and limited by Paragraph 25 of this lease, from claims, loss, damage, injury, or liability resulting from Landlord's use and occupancy of the Premises or from the conduct of Landlord's operations; including, but not limited to, Landlord's negligence or intentional acts. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended.

26. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

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

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

29. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

30. Security. The Landlord will install doors with locking hardware. The Tenant is entitled to put locks on the doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors locked after their use of the building is completed for the day, and the Tenant shall have the obligation of checking all exterior doors at the conclusion of each day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights and radiators should be turned off at the conclusion of the Tenant's use each day.

31. Notice Provision. Any and all notices required by this Lease Agreement shall be in

writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

If to Tenant:
Park City Arts Council
1255 Park Ave.
P.O. Box 4455
Park City, Utah 84060

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

DATED this ______ day of June 2007.

PARK CITY MUNICIPAL CORPORATION

____
Dana Williams, Mayor

Attest:

____
Janet M. Scott, City Recorder

Approved as to form:

____
City Attorney's Office

PARK CITY SUMMIT COUNTY ARTS COUNCIL

____
Kathy Hunter, Executive Director

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this ______ day of June, 2007, personally appeared before me, Kathy Hunter who being duly sworn, did say that she is the Executive Director for the Park City Summit County Arts Council, and acknowledged to me that the preceding Agreement was signed on behalf of said entity, and he acknowledged that the entity did execute the same for its stated purpose.

____
Notary Public

City Council
Staff Report

Author:	**Ken Fisher, Recreation Manager**
	Laurie Lambert, Tennis Ops Supervisor
Subject:	**Tennis Bubble Replacement**
Date:	**June 28, 2007**
Type of Item:	**Purchase Agreement**

Recreation & Library Department

Summary Recommendations: Authorize the City Manager to enter into a purchase agreement (Attachment 1) in a form approved by the City Attorney's Office with Yeadon Fabric Domes, Inc. in the amount of $190,500.00 to purchase a new tennis bubble for the Racquet Club.

Description:
Topic: Approve a purchase agreement for $190,500.00 with Yeadon Fabric Domes.

Background:
The existing tennis bubble at the Racquet Club was purchased over 13 years ago from Yeadon Fabric Domes. At the time of purchase the life expectancy was estimated at 8 years. The current bubble cannot be used for another season as we have already extended its life beyond the original life expectancy.

Analysis:
Per the City's Contracting and Purchasing Policy staff attempted to get three bids for the replacement of the current tennis bubble. Bids were received from the following companies: Yeadon Fabric Domes ($190,500), and the Matrix Group ($267,000). A third company Staudenmier Sales was contacted several times but were non responsive to the bid request.

The reason for the difficulty in getting other companies to bid on a new tennis bubble is that each manufacturer has certain specifications that are unique to that company. For example if we were to purchase a bubble from a company other than Yeadon Fabric Domes we would have to install a whole new anchoring system.

Staff recommends purchasing a new bubble from Yeadon Fabric Bubbles for the following reasons:

- The current bubble is a Yeadon Fabric Dome and staff has been pleased with the durability and performance of the structure.
- The bubble will meet building and fire code requirements for the structure.
- The existing infrastructure (mechanical, channel attachment system, and some doors) for the bubble can be reused resulting in a significant savings.
- A new bubble from Yeadon Fabric Domes will be coated with DuPont Tedlar Top Coating that has a ten (10) year pro rated warranty. This coating will extend the

expected life of the bubble to ten years assuming it is properly stored and maintained.

- They were the lowest price of the bids received
- Staff went to the Cottonwood Club to meet with their staff and to tour the new Yeadon bubble they purchased this year. They were very pleased with the service and product they received from Yeadon.

By purchasing the bubble now we will ensure the bubble is built in time for installation this fall (October).

There are funds budgeted ($200,000) in CIP #0095 account number 031-43407-7319-000-450 for the replacement of the tennis bubble.

The only optional feature we are agreeing to purchase is Option D for $550. Staff will have a representative on site from Yeadon Fabric Domes for the initial set up this fall. The fee for this service is $500 per 10 hour day plus expenses.

The old bubble will be disposed of per the City's Surplus Property Policy.

Department Review & Input: The City Manager, Legal, Recreation & Library, Budget & Grants and Building Department have reviewed and/or given input to this report.

Alternatives:

A. Approve the Request:

Authorize the City Manager to enter into a purchase agreement in a form approved by the City Attorney's Office with Yeadon Fabric Domes, Inc. in the amount of $190,500.00 to purchase a new tennis bubble for the Racquet Club.

B. Deny the Request:

Send staff back to reevaluate the request to replace the tennis bubble

C. Continue the Item:

Ask for more information from staff before entering into a purchase agreement for the tennis bubble.

D. Do Nothing:

This will result in a lack of clarity and result in no action.

Significant Impacts:

By purchasing the new tennis bubble the City will be able to continue at the same level of service by providing the same number of indoor tennis courts. A new bubble will allow various tennis programs to continue. There are currently funds budgeted for replacing the tennis bubble.

Consequences of not taking the recommended action:

Delaying the purchase of a new tennis bubble may jeopardize it being installed in a timely manner this fall.

Recommendation: Authorize the City Manager to enter into a purchase agreement in a form approved by the City Attorney's Office with Yeadon Fabric Domes, Inc. in the amount of $190,500.00 to purchase a new tennis bubble for the Racquet Club.

CONTRACT

between

YEADON® FABRIC DOMES, INC.
1567 East County Road E.
St. Paul MN
55110
(Contractor)

and

Park City Racquet Club
1200 Little Kate Road
Park City, UT
84060
(Owner)

Re: Our Job Number 2006-07063

Yeadon® (contractor) agrees to supply one (1) only Yeadon® Air Structure approximately **118' wide x 173' long x 36' high**; and **(Owner)** agrees to purchase said structure including the following:

1. **Outer Membrane:** To be Seaman's Shelter-Rite #8028, (28 oz./sq.yd), white, DC-6 trans matte, fire resistant, vinyl coated polyester fabric with Dupont Tedlar® Top Coat finish, meeting NFPA 701.

2. **Thermal/Acoustical Inner Liner**: Manufactured from white and light green, gloss finish, 16 oz. per sq. yd. vinyl coated polyester fabric. The contrasting liner is to extend from the ground to a height of approximately 15 ft. on the sides and ends of the structure. The liner material shall meet NFPA-701 for interior use.

3. **Seams**: All structural seams are dielectrically welded to form the dome's profile.

4. **Sections**: The dome will be manufactured in two (2) sections fastened using Yeadon® aluminum joining plates with Velcro fastened fabric covers to the outside.

5. **Annex**: Yeadon® will extend one end of the dome to match the existing

structure, covering seating area. Annex measures approximately 61’ by 15’.

6. **Furnace/Inflation/Standby System:** Yeadon® will reuse existing system in place.

7. **Revolving Door:** Yeadon® will supply One (1) 4 Leaf revolving door curtain only, complete with cable arc, attachment fabric curtain and finished hardware.

8. **Emergency Doors:** Yeadon® will supply only three (3) 40", K & B aluminum reinforced exit doors, complete with Plexiglas window, attachment fabric curtains and finished hardware including exit light.

9. **Lights**: Yeadon® will supply thirty (30) only Yeadon® 1000 watt metal halide hanging fixtures, complete with lamps protective lamp shields. Factory wiring, twist lock plugs and ballast assemblies are included. Installation of hangers and wiring between fixture and ballast is to be completed in the plant. Wiring to supply power to new light locations by others.

10. **Base Profile**: Yeadon® will reuse existing system in place.

11. **Warranty**: Yeadon® formal warranty plus the outer fabric manufacturer’s fifteen (15) year pro-rated warranty is included (warranties attached). Warranties require Yeadon® Handover Certificate to be signed by owner (or his authorized representative) and are effective from the date of the signed Handover Certificate.

12. **Drawings**: Yeadon® will provide necessary calculations and construction location drawings for the air structure only for owner’s engineer. Owner is responsible for local engineering, stamping, and building permit approval.

13. **Installation:** Yeadon® supervision of the installation is extra at $500.00 per ten (10) hour day, per technician, plus travel, meals, lodging and any miscellaneous equipment and/or equipment rental costs.

14. **Freight and Handling**: Pricing is F.O.B. jobsite, Park City, UT. Additional Fuel surcharges invoiced to Yeadon® for shipment will be charged at cost to the owner.

15. **Contract Price . . . . . .** **$ 189,950.00 US**
Federal and State Taxes are Extra

16. **Terms**: 30% deposit with order on or before July 1, 2007,
40% upon commencement of manufacturing on or before July 31st, 2007,
25% upon notice of shipping, on or before September 1st, 2007.
5% holdback due 15 days after handover

17. **Note:** Late Payments will be subject to 1.5% per month interest charges. No installation, construction, electrical work or off loading is included.

18. **EXTRA: (Please sign for extras to be *added* to contract base price)**
All items shown are Federal and State tax extra

A. **Opaque:** Yeadon® can supply the dome using an opaque outer membrane for an additional cost.
ADD:…………………………………………………………….$3,990.00US
AGREED:____
(*please sign)*

B. Yeadon® Energy Wise **WIND SPEED CONTROL** to manage and reduce energy costs by minimizing fresh air intake by measuring outdoor wind speed direction and adjusting automatically interior pressure.
ADD:..$ 8,500.00 US
AGREED:____
(*please sign)*

C. One (1) **Pedestrian Air Lock Unit,** wheelchair accessible, complete with two (2) 40" wide balanced doors, hardware and connecting curtain.
ADD:..$ 9,990.00 US
AGREED:____
(*please sign)*

D. Divider Nets Hangers: Yeadon® can supply 2 sets of net hangers and cables to support the existing divider nets. Hardware and components only
ADD:..$ 550.00 US
AGREED:____
(*please sign)*

18. **Notes:**

A. Title to the Structure and Equipment, as described in this contract shall not pass to the Owner, and the Owner confers a security interest in the same Structure and Equipment to the Contractor, until the full contract price, including any hold-back amounts, are paid in full. Yeadon® is authorized to file any and all financing statements relating to this contract for any security interest granted under this contract.

B. Contract including holdback payment, must be paid in full prior to discussions on any disputed items.

C. The attached Yeadon® standard terms and conditions are an integral part of this contract.

D. Owner is responsible for all collection, attorney fees, and/or legal costs that might occur in the collection of overdue accounts or any assessed Federal, State, or Municipal taxes.

E. All items not specified in the foregoing are considered as extras to this contract.

F. This Agreement cannot be altered, modified and/or abridged in any way without prior written agreement from both parties.

G. This Agreement contains all of the covenants and agreements of the parties with respect to the product(s). All amendments or modifications of this agreement will be made in writing to be approved (signed) by all parties hereto.

H. Unless the otherwise specified the purchase price described herein does not include any Federal or State Sale taxes. These are in the responsibility of the Owner. Yeadon® is responsible to pay any applicable duties.

I. Owner is responsible for all site preparations, site access, on-site crane, unloading at site, placement of structure and components, and supervision and labor to spread and install the structure.

J. Owner is responsible for all building permits, bonds, local engineering, etc.

K. Owner is responsible for all site locations provided Yeadon® for openings, curtains etc.

L. Owner is responsible for all costs to install the grade beam, Yeadon® base channel, door and mechanical pads.

M. Owner is responsible for all costs to provide services and /or hook-up of electrical and/or natural gas to lights, wind sensor and mechanical equipment. Equipment must be completely functional as prescribed by Yeadon® prior to commencement of dome installation.

N. Owner or authorized representative agrees to sign Yeadon®'s Handover Certificate including providing, confirmation of Insurance at time of signing, the Handover Certificate including Policy Number and effective date.

O. Yeadon®'s Warranty is in effect only if: (i) all payments due under this contract are paid in full when due; (ii) Owner has signed and delivered Yeadon®'s Handover Certificate; and (iii) if Yeadon® maintains a security interest in the Structure, Owner has provided to Yeadon® prior to shipping the Structure a copy of Owner's insurance policy covering damage to the Structure and public liability and listing Yeadon® as coinsured.

P. Delivery of the Handover Certificate or occupation or use by the Owner of the Structure for any reason shall be deemed to be (i) completion of the obligations of Yeadon® under this contract and (ii) acceptance by Owner of the Structure, including acceptance by the Owner of the obligation to insure.

Q. FORCE MAJEURE: Yeadon® shall not be responsible or penalized for not completing the project to the extent delays or failure in completion is due to events or circumstances outside its control.

Dated at ______________ this___________ day of _______________________, 2006.

Agreed by:	Signed By:
______________________________	______________________________
Yeadon® Fabric Domes, Inc.	**Park City Racquet Club**
______________________________	______________________________
Name	Name
______________________________	______________________________
Title	Title
	EIN #:___________________________

Seaman Corporation

INDUSTRIAL FABRIC DIVISION

WARRANTY FOR SHELTER-RITE® ARCHITECTURAL FABRICS

or use in architectural structures not in accordance with accepted engineering standards.

As a condition to the effectiveness and operation of this Warranty, the customer shall notify Seaman Corporation, prior to purchasing the material, of any unusual application, such as chemical exposure, harsh environmental exposure, etc. that the architectural fabrics will be used in and receive a written confirmation from Seaman Corporation that the Warranty will be in effect. Customers purchasing a custom color or special architectural fabric should request from Seaman Corporation a written notification as to whether the special material is covered by the terms and conditions of this Warranty, prior to purchasing the material.

To assure that Seaman Corporation technical representatives can determine the cause of any alleged defect and take appropriate steps for timely corrective measures, any claim for breach of warranty hereunder shall be made and presented to Seaman Corporation in writing within a period of 30 days following the discovery of the alleged defect, failing which the foregoing warranty shall be void and of no effect whatever. Furthermore, Seaman Corporation shall be entitled to inspect the fabric at any time during the lifetime of the foregoing warranty upon reasonable notice to the customer, it being understood that said warranty shall be invalid and of no effect in the event Seaman Corporation shall be denied the aforesaid right of inspection.

EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE ABOVE EXPRESS WARRANTY, THERE ARE NO OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, APPLICABLE TO THE FABRIC COVERED HEREBY. Corrections of nonconformities and defects in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Seaman Corporation to the customer, whether based on contract, negligence or otherwise with respect to or arising out of such fabric. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY SALES REPRESENTATIVE, DEALER, AGENT OR ANY PERSON SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERM HEREOF.

LIABILITY LIMITATION. Seaman Corporation shall not be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the fabric covered hereby, its design, use, any inability to use the same or any delay in delivery of the same, it being understood and agreed that the sole and exclusive remedy with respect to defective merchandise shall be the repair, correction or replacement thereof pursuant to the foregoing provisions. Should the fabric prove so defective, however, as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the fabric, or part thereof which is defective, upon its return to Seaman Corporation.

Warranty effective for fabric manufactured after October 1, 1997.
Shelter-Rite is a registed trademark of Seaman Corporation.
Tedlar® is a registered trademark of DuPont for its PVF films.

Seaman Corporation

INDUSTRIAL FABRIC DIVISION

WARRANTY FOR SHELTER-RITE® ARCHITECTURAL FABRICS

To the extent, in the manner and subject to the provisions hereinafter set forth, Seaman Corporation warrants Shelter-Rite® architectural styles 9032, 8028, 8128, 8424, and 9319 at time of delivery to be in accordance with its published specifications and free from material defects in components and workmanship which would affect performance. Further, to the extent and in the manner described below, Seaman Corporation warrants these fabrics to retain not less than 70% of the published tensile strength (ASTM D-751 Cut Strip Method) for the life of the warranty.

For architectural fabrics to which Tedlar® PVF Films has been applied, to the extent and in the manner described below, Seaman Corporation warrants the Ultra Violet resistance, film adhesion, and cleanability of the Tedlar® PVF Film and the tensile strength of the material for the life of the warranty. DuPont Fluoroproducts warrants the Tedlar® PVF films to Seaman Corporation for use as a top coat material for architectural fabrics.

The obligation of Seaman Corporation under the foregoing warranties is limited to, at its option, allowance for credit, repair or replacement, to the extent and for the time periods stated below, of any material which may prove defective within the warranty period under normal use and service as described herein.

Should defects as aforesaid occur within a period following the date of delivery to the customer of, in the case of Grade A architectural fabric style 9032, ten years; style 8028, ten years; style 8128, seven years; style 8424, five years; and style 9319, five years on colors DC-6 White, DC-24 Green, DC-46 Royal Blue, DC-128 Sandstone, these colors in opaque materials, and DC-137 White and DC-184 Translucent White with MW Tedlar® PVF film or BW Tedlar® PVF film; Seaman Corporation will assume the below-listed respective percentages of the repair or replacement cost thereof, based upon the current selling price of the material at the time of replacement, provided the customer must pay the remaining portion of such cost:

PERCENT SEAMAN CORPORATION LIABILITY

Defect Occurring in	Style 9032	Style 8028	Style 8128	Style 8424	Style 9319
1st year	100%	100%	100&	100%	100%
2nd year	80%	80%	74%	68%	68%
3rd year	64%	64%	54%	41%	41%
4th year	51%	51%	39%	20%	20%
5th year	41%	41%	26%	8%	8%
6th year	33%	33%	18%		
7th year	26%	26%	8%		
8th year	20%	20%			
9th year	14%	14%			
10th year	8%	8%			

The foregoing warranty shall be void and of no effect whatever in the event the fabric shall have been exposed to harmful chemicals, abused by machinery, equipment or any persons, shall have been exposed to excessive pressures or sources, shall have been caused by abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate installation, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, floods, YEADON®

YEADON FABRIC STRUCTURES LTD.
YEADON FABRIC DOMES, INC.

WARRANTY FOR YEADON AIR-SUPPORTED STRUCTURES

Yeadon Fabric Structures Ltd. ("Yeadon") warrants that the fabrication of the inner and outer liners of the air-supported structure ("the membrane") and its aluminum profile anchor system are, except as herein provided, free from defects and workmanship that would affect normal performance. Fabrication of the membrane shall mean the design and dielectric welds of the membrane.

This warranty expressly excludes: the fabric, motors, blowers, emergency generators, heating and air conditioning units, controls, thermostats, lighting fixtures, structural cables and protective screens/netting or any other items or equipment used or supplied for the air-supported structure. The Purchaser is limited to the warranty provided by the manufacturer of the aforementioned fabric and equipment, in lieu of any other warranty, express or implied.

The foregoing warranty is expressly limited to the repairing of the air-structure membrane and aluminum profile anchor system of the air-supported structure manufactured by Yeadon that are determined by Yeadon (or its authorized representative) to be defective. In no event shall Yeadon's liability under this warranty exceed the purchaser's original payment for the air-supported structure and equipment.

The foregoing warranty shall be void and of no effect whatever in the event that damage or failure of the dielectric welds and/or aluminum profile anchor system is due to improper use, operation or maintenance by the Purchaser or its agents, or damage as a result of installation, removal, storage or reinstallation by parties other than Yeadon (or its authorized representative), including, but not limited to, faulty grade beams and concrete work not performed by Yeadon. This warranty excludes any damage or failure occasioned by abnormal weather conditions, acts of God, falling objects, explosions, fire, public disturbances and/or riots, environmental hazards or acts of war, and damage or failure due to the impact of high speed objects, (hockey pucks, golf balls, etc.), inside the air-supported structure.

To insure that an authorized representative of Yeadon can determine the cause of any alleged defect and to effect timely repair, notice must be given to Yeadon by telephone or facsimile transmission immediately upon discovery. If such notice is not received by Yeadon within 10 days of discovery this warranty shall be null and void. In order to protect the air-structure membrane, the Purchaser shall take all reasonable steps called for in Yeadon's instructional information, or such remedial directions given by Yeadon or its authorized representative. Such steps shall be a condition precedent to the operation of this warranty. Any recommendations by Yeadon are <u>not</u> deemed to be an acknowledgement of responsibility for any alleged breach of this warranty.

The Purchaser shall provide any and all information requested by Yeadon regarding any alleged defect to allow Yeadon to make a determination whether or not this warranty has been breached. Yeadon shall have the option to send an authorized service representative who shall make a determination whether repairs are best effected on site or at Yeadon's factory. This determination is conclusive. If Yeadon determines that it will assume responsibility for the alleged defect, Yeadon will assume all costs involved in the travelling and lodging of the service representative, all costs of repairing or replacing materials, parts and equipment, including all labour costs as solely determined by Yeadon to be necessary to effect the repair of the alleged defect. If Yeadon makes the determination that the alleged defect is not covered by this warranty, then the Purchaser shall be responsible for all of the aforementioned costs. In any event, the purchaser shall be responsible for all costs involved in shipping to and from the site and Yeadon's factory.

EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY HEREIN, THERE ARE NO OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, APPLICABLE TO THE AIR-SUPPORTED STRUCTURE. Corrections of nonconformities and defects in the manner and for the period of time provided shall constitute fulfilment of all liabilities of Yeadon to the purchaser, whether based on contract, negligence or otherwise with respect to or arising out of such air-supported structures. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY SALES REPRESENTATIVE, DEALER, AGENT OR ANY PERSON SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERM HEREOF.

LIABILITY LIMITATION. Yeadon shall not be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the air-supported structure covered hereby, its design, use, any inability to use the same or any delay in delivery of the same.

INDEMNITY. The purchaser hereby agrees to indemnify and save harmless Yeadon for any and all liability for damages claimed by third parties.

TERM. The warranty herein shall apply during a three year period commencing on the date of substantial completion. The date of substantial completion shall be the date indicated on the Handover Certificate executed by the Purchaser and Yeadon. This warranty shall apply only where Yeadon has been paid in full for the value of the contract. Upon the expiry of this warranty, Yeadon shall cease to have any liability whatsoever under this warranty for the fabrication of the membrane of the air-supported structure.

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YFSL 8/98 Rev.