

**CITY COUNCIL WORK SESSION NOTES
SUMMIT COUNTY, UTAH
JUNE 12, 2003**

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

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Myles Rademan, Public Affairs Director; Brian Anderson, Parking Manager; Kent Cashel, Transportation Director; Lloyd Evans, Chief of Police; Alison Butz, Special Events and Facilities Manager; Mark Christensen, Grants and Budget Manager; Michelle Barrus, Special Events and Facilities Coordinator; Rick Ryan, Police Lieutenant; Kathy Gammel, Water Manager; and Jerry Gibbs, Public Works Director

Mike Sweeney and Ed Sweeney, applicants

1. **Council questions and comments.** Peg Bodell commented on the 40% increase in use of the clean-up week dumpsters throughout town and supported providing a higher level of service next year, if needed. Jim Hier reported on a COSAC meeting and Mr. Rademan noted that he will provide the board's strategy to Council once formulated. There was a discussion about dogs and reminding owners of leash laws. Candace Erickson reported on a Library program to teach senior citizens to use the Internet and email; also patrons of the Library can reserve books on line. She discussed fund-raising efforts of the Friends of the Library and made a photo album available on the mural created by the Treasure Mountain Middle School kids. Dana Williams referred to a correspondence from a resident opposed to pay increases for the Mayor and Council. He added that he and Mr. Hier attended the Mountainlands Community Housing Trust ground-breaking.

2. **Parking Code.** Brian Anderson explained that amendments are needed to reflect the change in parking management. He discussed the effort to get over-sized vehicles off of Main Street and the process for being placed on the boot list for non-payment of parking tickets. Lt. Rick Ryan explained the issues created by buses being parking in front of Harry O's for an entire evening which creates a barricade and obstructs access. Diesel emissions are also a nuisance. There was a discussion about posting parking meters with a message that over-sized vehicles should not park on Main Street and to use Swede Alley. Fred Jones felt that in consideration of visitors, that first-time offenders be warned before cited with a ticket. Permitting dumpsters is addressed and the color red is officially designated in the ordinance. Jim Hier believed that the parking map should not only be available on the website but also published.

Brian Anderson pointed out that the City's impound lot is not large enough to accommodate our parking program and private towing companies are used on a rotating basis. Lt. Ryan explained that towing fees are based on state regulations and the City Attorney clarified that companies can petition for special exceptions for different times of

the year and special events. In response to a question from Fred Jones, it was explained that tows relating to the parking program typically involve parked vehicles obstructing traffic or booted vehicles that aren't claimed within 24 hours. It was explained that accepting only cash is a policy determined by the towing company not state code. Mark Harrington stated that the City has not retained providers through an RFP and the state narrowly defines the process. However, the City has realized some corrective actions by the state after some complaints in conjunction with Sundance. Chief Evans clarified that towing companies are invited to participate on the rotation list. Those on the list agree to a towing charge set forth by the City based on a market average. There may be additional charges for oversized vehicles or if special equipment is needed to remove the vehicle in the event of an accident. The City makes every effort to keep the fee as low as possible when the tow is dispatched by us; there is no regulation of private tows. Lt. Ryan discussed fire lanes.

The City Manager advised that the Parking Code will be scheduled next week for public hearing and action.

3. Sweeney application - outdoor music Town Lift Plaza. Alison Butz explained that this application falls under the Municipal Code Title 4, Chapter 8A to add a stage for outdoor music. Staff is asking for direction on two items. The applicants are proposing a duration of performances from June 15 to September 15, operation days of Fridays, Saturdays and Sundays, and hours between noon to 8:30 p.m. The hours of music at other stage locations is set a maximum of three hours. The other consideration is the Town Lift Plaza stage's proximity to the Summit Watch stage and the impacts of overlapping performances. There have been complaints from an adjacent property on Park Avenue in the past. Fred Jones pointed out that there has been a stage at this location before and Ms. Butz clarified that the stage would be designed to mitigate sound levels to reduce impacts to Park Avenue. Mark Harrington reminded Council that there is active litigation relating to the constitutionality and other nuisance issues regarding this ordinance. The original restrictions were based on testimony of professionals and detailed analyses conducted by sound engineers and the University of Utah Department of Architecture with regard to design of stages. Any expansion of hours, sound levels or time periods should be based on evidentiary information and testimony supporting the request. Ms. Butz clarified that Mountain Stages received an extension from 8 p.m. to 8:30 p.m.; the request was for 9 p.m. The allowable decibel level is 90 db 25 feet from the stage.

Mike Sweeney explained that the stage is proposed to be located to the north of the plaza, funneling sound toward Main Street rather than west to Park Avenue. They are requesting a maximum of four hours within the noon to 8:30 p.m. time frame. The ordinance limits performances to three hours and he felt there should be more flexibility. He didn't feel that the two stages will be competing and it may be appealing to visitors to be able to walk around and enjoy different music. As a Woodside Avenue resident, Ms. Bodell felt that the music is too loud and has always disagreed with Mountain Town Stages. She wants to encourage a festive atmosphere, but is uncomfortable with allowing

the same decibel level and two bands playing at the same time. Mike Sweeney stated that he is willing to lower the decibel level. Ms. Bodell added that she doesn't have a problem with expanding the hours but would like the sound carefully monitored. Candace Erickson felt that three or four hours within a duration is acceptable, but expressed that she is also concerned about the noise level and agreed that the decibel level should come down. She is also somewhat concerned about the potential noise impacts of performances on two stages occurring at the same time. Kay Calvert stated that the allowable decibel level needs to be examined. Jim Hier felt that granting the Sweeneys four hours will prompt Mountain Town Stages to request the same thing. Dana Williams expressed that he can support four hours in the interest of promoting gathering places on lower Main Street. Ms. Erickson pointed out that the reason why Mountain Town Stages has three hours is because Council wanted the music to cease at 8:30 p.m. and there wasn't a request to begin earlier. Fred Jones stated that he is also supportive of the proposal but that the decibel levels should be examined and that staff return to Council with recommendations. It's important to be sensitive to adjacent neighborhoods and to monitor the first couple of performances. Ms. Butz reiterated Council direction to proceed with the application at four hours and to monitor decibel levels; there is already a list of residents willing to participate in a survey and sound levels can be measured from various key locations.

4. KPCW lease. Alison Butz explained that KPCW's lease expires the end of the month. The draft provides for a one year lease with an option of two one year renewals for a total of three years. The City now provides a rental contribution in exchange for the radio's public service to the community and that value is set at \$26,000 per annum and the annual rent at \$1. Jim Hier felt that KPCW needs to be aware of a possible vacation of the building in the event the Marsac Building is remodeled. Blair Feulner believed that the previous lease provided for a six month notification which is the minimum amount of time needed to relocate because of equipment and licensing requirements. Every installation is a custom-built and may cost KPCW up to \$1 million in moving costs. Peg Bodell asked if KPCW has a long-range plan and Mr. Feulner noted that they would prefer to stay in the Marsac Building. He discussed moving half of the radio's operations to Salt Lake City. There was discussion about the benefits to Park City residents of providing NPR because of the synergy created with KCPW in Salt Lake which also provided an opportunity of receiving over \$140,000 a year in federal matching funds.

There was discussion about the value of in-kind services, and the City taking advantage of public service announcements which reaches 73% of the public. Tom Bakaly explained that it was never the intent of the lease that public service announcements equal the value of the rent; the \$26,000 value relates to the community benefit of public radio. It was clarified that the lease and public service contract are separate documents. Candace Erickson suggested that the City tag on to KPCW's surveys in some manner at a reasonable cost; it could be a huge service to the City. The Mayor indicated that the \$26,000 is somewhat subjective and shouldn't be the focus and Ms. Bodell felt that the public service contract should reflect fair market value for services like other organizations.

Tom Bakaly clarified that the lease value is the cost to the City for bonds used to improve the Marsac Building years ago, but the public service contract could better delineate services the City is receiving. Blair Feulner stated that a higher the rental figure results in more federal matching funds becoming available to the station. The City Manager suggested returning to Council sometime in July with a public service contract. The lease will appear on next week's agenda.

5. Review of regular meeting:

2003 Arts Festival. Alison Butz explained that this Master Festival License also includes a service agreement which also outlines the plan for 2004. This includes descriptions of benefits provided by both parties and fee waivers. An economic analysis has been conducted to determine values.

Budget - arts policy. Michelle Barrus referred to her staff report which delineates two options for public art which is identified as a Council goal. One option relates to major municipal capital project budgets by setting aside 1% to 2% toward a public art component, with exceptions like street reconstruction or water projects. The second option is the recommendation of allocating \$100,000 to \$200,000 for arts programs in the budget. Mark Christensen added that if Council supports Option 1, criteria and guidelines would be formulated. This would not have immediate budget implications today, because managers would be required to include the art component percentage in existing budgets. Council also has the option of utilizing both options. Jim Hier emphasized that the 1% to 2% option is a concern to him, as it appears to be an open-ended funding source without a defined program.

Ms. Barrus continued that the allocation of funding doesn't necessarily have to be site specific to the capital project. For instance, Council has already earmarked \$65,000 for Olympic legacy projects. Mark Christensen pointed out that Option 1 has no immediate budget impact but support of Option 2 would have to be identified in the budget document, slated for adoption on June 19. Ms. Erickson commented that she would feel more comfortable with this concept if there was a public art master plan and Ms. Bodell stated that if Council allocates an amount, it won't be spent until there is a plan. Kay Calvert pointed out the timing issue with regard to adoption of the budget and Option 2 is similar to the \$65,000 set aside for Olympic legacy projects.

Fireworks ordinance. Mark Harrington explained that the Summit County Commission adopted this ordinance last night and pointed out a correction to the date in Section 3.1 to read between June 19, 2003 and July 27, 2003. In response to Council comments, he felt confident that the ordinance is legally defensible and the Chief Building Official strongly feels that the ordinance is needed to protect the community.

Water ordinance/resolution. Jim Hier pointed out that there is no time defined relating to capacity and a determination to implement the next stage; he assumed that a month could be a trigger because of meter reading. Jerry Gibbs commented that it would be a matter of days and not a month and response has to be quick. In Stage 1, when water use is close to 90%, the public will be asked to voluntarily conserve. Stage 2 provides for mandatory measures. Council member Hier suggested curtailing water use at 80% or 85% in Stage 1. Fred Jones recommended that rather than *exceeding* percentages that *projecting* percentages may be more effective and applicable. Mr. Gibbs added that the City realized about a 6% savings in water consumption last year by asking for voluntary conservation efforts. Ms. Gammel agreed and added that the public responds pretty quickly. Mr. Hier felt that decreasing the percentage in Stage 1 adds flexibility in achieving our goals.

See regular meeting minutes.

Prepared by Janet M. Scott, City Recorder

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 12, 2003**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, June 12, 2003. Members in attendance were Dana Williams, Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones. Council member Erickson left the meeting at the public hearing portion. Staff present were Tom Bakaly, City Manager; Mark Harrington, City Attorney; Brian Anderson, Parking Manager; Kent Cashel, Transportation Director; Rick Ryan, Police Lieutenant; Alison Butz, Special Events and Facilities Manager; Eric DeHaan, City Engineer; Mark Christensen, Grants and Budget Manager; and Kathy Gammel, Water Manager.

II PUBLIC INPUT

The Mayor invited the public to comment.

Bob Martin, representing the soccer community, understood that the City is interested in building fields at the National Ability Center and urged Council to consider a multi-use indoor facility. There are over 1,200 kids participating in the soccer league, 255 players in an extreme soccer club, and three adult teams in the community. He discussed a variety of soccer tournaments scheduled. The three soccer facilities in Salt Lake are used on a constant basis because of the demand. A multi-use facility could be used for training for a number of sports not just indoor soccer. The new fields built in the County have already been maxed out and providing more opportunities for soccer is a good way to involve the Latino community. The Mayor and Mr. Martin discussed indoor and outdoor facility mix and the field house to be located at Kimball Junction.

Brian Hess, Arts Council Executive Director, expressed that the Council has been working with staff on a policy and finding funding for art in public spaces for several months. As part of the service contract with the City, the Arts Council has included an art in public places master plan. There is a real cultural tourism element in developing a plan. He added that they have received a restaurant tax grant to place an ad in Sunset Magazine which is a way to market Park City as a cultural destination. He read a letter from Randy Barton who could not be in attendance. Mr. Barton urged Council to support the arts on the same high level as recreation.

Stephan Cornelius encouraged Council to provide access to public parks for artists to display art and referred to the success of this program in Salt Lake City.

Jack Campbell, President of the Extreme Soccer Club, supported Mr. Martin's comments and expressed that the kids in Park City have been forgotten. There has not been a new field built here in the 14 years he has lived in town. There have been fields

built in conjunction with the School District, but those are not available to other organizations. Instead of contemplating three fields at the Junction, there should be eight or ten. Think about the kids first.

III COMMUNICATIONS FROM COUNCIL AND STAFF

IV WORK SESSION NOTES AND MINUTES OF MEETING OF MAY 29, 2003

Peg Bodell requested that the properties visited during work session be identified. "With that addition, I move approval of the Minutes". Fred Jones seconded. Motion unanimously carried.

V PUBLIC HEARINGS

At this point in the meeting, Ms Erickson was excused.

1. Master Festival License for the Park City Arts Festival to be held August 1 - 3, 2003 - Alison Butz explained that the MFL and public service agreement covers three years, retroactively including 2002. The Mayor invited the Council and public to comment. Hearing no comments, the public hearing was closed.

2. Continuation of hearing on an Ordinance amending Title 13, Water Code, of the Municipal Code of Park City, Utah to add a section to provide for reduced water consumption during drought or other emergency - Kathy Gammel referred to the discussion in work session and recommended a change in the ordinance with regard to percentage of water consumption. She suggested 85% for Stage 1 and maintain Stages 2 and 3 at 90%. Hearing no input from the City Council or the audience, Mayor Williams closed the public hearing.

3. Revised budget for fiscal year 2002-03; the tentative budget for fiscal year 2003-2004; and the final budget for fiscal year 2003-2004 for Park City Municipal Corporation and its related agencies - The Mayor opened the public hearing.

Kate Doordan, resident, thanked the City Council for its support of the Library expansion.

Bill Hummer, owner of properties on Prospect Avenue, understood that residents would see road improvements with the adoption of this budget. After talking with staff, he learned that improvements may be moved to 2005 and he is very concerned because Prospect is probably the worst street in the City and will continue to deteriorate. He urged Council to reconsider its priority for reconstruction and not just continue to patch the street because it is unsafe. Eric DeHaan indicated that he has spoken with Mr.

Hummer about this topic. He agreed that the road is in poor conditions. Funds are budgeted for Prospect, but Park Avenue is slated as the next reconstruction project, scheduled in 2004. Mr. Hummer and his neighbors believed that Prospect Avenue was the highest priority and were surprised to learn that other projects preceded their street. Mayor Williams pointed out that Prospect is number two in a 12 year capital improvement plan.

With regard to setting aside funds for a public art program, Mr. Hier suggested setting aside \$100,000 out of the capital improvement fund. Fred Jones felt it appropriate to allocate funding contingent on the production of a master plan and criteria to evaluate and proceed with projects. He stated he could support \$150,000 and Peg Bodell suggested \$200,000 for a two-year period. Jim Hier expressed that he would approve \$100,000 for 2004 and another \$100,000 for 2005, which Council supported. Tom Bakaly explained that an arts policy discussion will be scheduled in July.

Mark Christensen continued that Council will be provided with updated revenue projections and an updated alternative list for capital improvements next week. Hearing no further comments, the public hearing on the budget was closed.

4. Ordinance establishing compensation for the Mayor and City Council for Fiscal Year 2003-2004 in Park City, Utah - The City Manager explained that this is a 2% increase in salary consistent with the pay plan for employees. A market analysis on compensation for councils has been conducted. If Council members elect to take family medical insurance coverage, the total benefit package will closely align to the average top five cities, however, this ordinance only addresses salary. Fred Jones felt that medical insurance should be examined as a total benefit package in July and the budget can be adjusted if needed. The Mayor opened the public hearing. Hearing no further input from the Council or the audience, the public hearing was closed.

5. Ordinance regulating the use and sale of fireworks within Park City during the 2003 fire season - The City Attorney stated that the ordinance was coordinated with Summit County and he referred to the correction in work session changing the date and year. Mayor Williams added that at a social with cities in Summit County a couple of weeks ago, elected officials were unanimous in their support of fireworks legislation. Hearing no comments, the public hearing was closed.

VI CONSENT AGENDA

Fred Jones, "I move approval of the Consent Agenda with changes to the resolution adopting the water conservation plan, changing Phase 1 to 85% rather than 90%; and correcting the date on the fireworks ordinance to June 19, 2003 to July 27, 2003". Jim Hier seconded. Motion carried.

Peg Bodell

Aye

Kay Calvert	Aye
Candace Erickson	Excused
Jim Hier	Aye
Fred Jones	Aye

1. Master Festival License for the Park City Arts Festival to be held August 1 - 3, 2003 - See public hearing and staff report.

2. Ordinance amending Title 13, Water Code, of the Municipal Code of Park City, Utah to add a section to provide for reduced water consumption during drought or other emergency - See work session notes, public hearing and staff report.

3. Resolution adopting a water conservation plan for Park City, Utah - See work session notes, public hearing and staff report.

4. Resolution amending Section 2, Water Fees and Section 7, Parking Violations of the Fee Resolution and replacing Resolution No.11-03 in its entirety - See public hearing and staff report.

5. Ordinance regulating the use and sale of fireworks within Park City during the 2003 fire season - See work session notes, public hearing and staff report.

VII NEW BUSINESS

Ordinance establishing compensation for the Mayor and City Council for Fiscal Year 2003-2004 in Park City, Utah - Fred Jones, "I move approval, as presented". Kay Calvert seconded. Motion carried.

Peg Bodell	Aye
Kay Calvert	Aye
Candace Erickson	Excused
Jim Hier	Aye
Fred Jones	Aye

VIII ADJOURNMENT

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

MEMORANDUM OF CLOSED SESSION

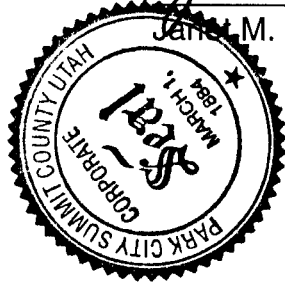
The City Council met in closed session at approximately 3 p.m. Members in attendance were Mayor Dana Williams, Peg Bodell, Kay Calvert, Candace Erickson, Jim Hier, and Fred Jones. Staff present were Tom Bakaly, City Manager; and Mark Harrington, City Attorney. Fred Jones, "I move to close the meeting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

The meeting opened at approximately 4 p.m.

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

Prepared by Janet M. Scott


Janet M. Scott, City Recorder



DATE: June 12, 2003
DEPARTMENT: Public Works
AUTHOR: Brian Andersen, Parking Services
Rick Ryan, Police Lieutenant
TITLE: Ordinance Amending Title 9 of the Municipal Code of Park City
TYPE OF ITEM: Informational

SUMMARY RECOMMENDATIONS: This report is for informational purposes only. On June 19, 2003, staff will ask Council to discuss, hold a public hearing and adopt the attached ordinance which would amend Title 9 of the Municipal Code of Park City to: **a)** prohibit parking of vehicles more than 26 feet in length or more than 8 feet in height on Main Street, except for legal commercial deliveries, Construction Mitigation approvals, and special uses approved by the City under a permit process; **b)** amend the criteria to qualify a repeat offender for the boot list; **c)** establish a violation for fire lanes; and, **d)** correct other issues in the Parking Code as outlined in this report.

DESCRIPTION:

A. Topic. Ordinance amending the Park City Municipal Code Title 9 (Parking Code)

B. Background. *Oversized Vehicles* - The need to park oversized vehicles in the Main Street Core, excepting certain necessary uses such as deliveries, has become impractical as the demand for Main Street parking resources has increased. To manage this problem, staff has tried to encourage drivers of motor homes and tour busses to park outside the Main Street Core. Under the present Parking Code, drivers of motor homes and other large vehicles can legally park on Main Street and display a pay stub. Staff has received complaints when large vehicles block visual access to store fronts, and Police has expressed security concerns about oversized vehicles blocking officers visual access as well.

Immobilization Ordinance - In August 1999, staff recommended and Council amended a repeat offender ordinance. Under the present rules, a vehicle must accrue at least \$300 in fines and late fees to be eligible for immobilization. After a vehicle is identified with electronic means in the field, staff places a 72-hour notice to pay on the vehicle and mails a notice to the owner of record. Staff believed at the time the \$300 amount would be an adequate limit to motivate repeat offenders to settle unpaid tickets. However, more than 100 vehicles are now eligible for immobilization and booting under the present ordinance is not an effective management tool.

Fire Lanes - Park City's Municipal Code incorporates the International Fire Code. There is currently no provision in the International Fire Code or Title 9 of the Municipal Code of Park City to allow a police officer to write a parking ticket if a vehicle is parked in a marked

fire lane. The City receives complaints regarding parking in fire lanes from concerned citizens on a fairly regular basis.

Other Issues - 1) Dumpsters have been used frequently during building cleanup or renovation. Dumpsters are not mentioned in the Parking Code, but the need to regulate their placement in parking spaces exists.

2) The Manual of Uniform Traffic Control Devices (MUTCD) is a federal standard for signs, markings and signal devices for highways and roadways. The MUTCD provides local highway agencies the ability to specify particular colors for curb markings. Park City has used the color red to indicate general no parking areas, fire lanes, and fire hydrant zones but has not adopted the color as an official City curb marking color.

3) The parking management area, comprising Old Town residential permit areas and managed parking areas, is maintained on a map at Public Works. Changes to that map are currently noticed in the newspaper.

4) Private tow companies are used in rotation jointly by the Police Department and Parking Services when a car requires removal. Storage may occur at private companies' facilities. One section of the Parking Code needs to be corrected to reflect this practice.

C. Analysis. Oversized Vehicles - Large vehicles pose the following problems in the Main Street Core:

- Impaired visual access of pedestrians and motorists;
- Inability of tall vehicles to park close to curbs;
- Noise and air pollution in the Main Street core;
- Difficulty in maneuvering the narrow streets;

Each of these issues is detailed below.

Impaired visual access - Large vehicles block the visual access of storefronts from motorists who are unfamiliar with Park City. Pedestrians browsing Main Street cannot view the shops on the opposing side of the street. From a safety standpoint, pedestrians may be at greater risk when crossing the street from behind a large vehicle; and police officers cannot patrol and monitor the activity of large crowds with large vehicles obstructing the view.

Curbing and tall vehicles - Due to the crown on Main Street, excessively tall vehicles lean toward the sidewalk and cannot approach the curb as closely as other vehicles. This can cause broken sign hardware, which is attached to the light poles. Most careful delivery drivers understand this problem and avoid parking close to the curb, which is a workable scenario during delivery times but not during peak times.

Noise and air pollution - Even though excessive engine idling is prohibited, large vehicles

that are unfamiliar to Park City tend to violate this regulation. Large vehicles create unnecessary noise and air pollution, which ruins the experience for Main Street visitors.

Safety concerns - Due to the tight turns and narrow streets in the Main Street core, large vehicles experience difficulty in maneuvering the narrow streets. This can inhibit traffic flow and contribute to congestion. A second concern is the potential for vehicle runaway due to the grade of Main Street.

Staff has included the following exceptions in the ordinance change: legal commercial deliveries, approved construction uses, allowances approved by the City under a special use permit, and City, Fire, and public utility vehicles.

Provision for Fire Lanes - Several fire lanes are marked within town, usually in areas with heavy vehicle and pedestrian traffic. Inappropriate parking in those lanes poses a health, safety and welfare risk to victims by impeding emergency response and a greater property loss risk when fire access is needed. The Police department receives several requests for enforcement of fire lane parking. Enforcement of a no parking violation within a marked parking lane requires a provision within the parking code.

Immobilization Ordinance Revision - Currently, there are 112 vehicles that have accrued over of \$300 in fines and late fees and qualify for vehicle immobilization. Many of those violators, who generally stay only one season and have little concern about customer priority parking, can accrue tickets and never pay them before leaving town for good. Usually by the time a candidate vehicle is immobilized, the violator must pay upwards of \$800 to retrieve the vehicle. Staff believes immobilizing a vehicle after five unpaid tickets have been received will allow for earlier education of repeat offenders and will result in more convenient parking for the Main Street visitor.

Other Code Corrections - Additional recommended changes are:

- include dumpsters as a non-motorized vehicle,
- adopt the color red as a City-approved curb marking color for no parking,
- allow changes to the parking map to be noticed on City website,
- include private impound facilities designated by City as approved tow storage sites.

Dumpsters - The placement of dumpsters, whether in on-street public parking spaces or in public parking facilities, requires a special permit. Currently, no prohibition of dumpsters exists in the Parking Code. Adding the recommended language will clarify the issue.

Red Curb - The Manual of Uniform Traffic Control Devices (MUTCD) allows municipalities to adopt specific curb marking colors. Adoption of the color red for curb markings of no parking zones is recommended.

Parking Area Map Changes - The Parking Code requires parking map changes to be noticed to the public. For effectiveness and efficiency, it is recommended the City website be used to notice changes to the map. A secondary benefit is a current map that is readily accessible for public viewing.

Private Tow Storage - The Parking Code requires an update to reflect the practice of using private companies for towed vehicle storage.

Staff has prepared the attached amendment to the parking ordinance which will:

- prohibit parking of vehicles more than 26 feet in length and more than 8 feet in height on Main Street except for: legal commercial deliveries, approved construction uses, exceptions approved by the City under a special use permit, and City, Fire, and public utility vehicles;
- establish a provision to enforce no parking in fire lanes which have been designated by the City Fire Marshal;
- revise the immobilization eligibility requirement of repeat offenders to include five or more unpaid citations in addition to the current \$300 trigger amount;
- cleanup other issues in the parking code, such as adding dumpsters as a non-motorized vehicle to require permit for placement, including prohibitions for parking on landscaped areas, adopting red as a curb marking color, allowing changes to the Parking Area Map to be noticed on the City website, and including private tow companies as approved storage sites.

Staff recommends Council review and adopt the attached ordinance amendments.

D. Department Review. This report has been reviewed by the City Manager, Police Department, City Attorney's Office, Building Department, and the Public Works Director.

ALTERNATIVES:

A. Pass and Adopt the Entire Ordinance: Adoption of the ordinance will amend the Park City Municipal Code to allow no parking provisions for oversized vehicles on Main Street, for fire lanes, and for red curb areas. Additionally, adopting the ordinance will: a) place repeat offenders on the immobilization list after five unpaid tickets; b) include dumpsters in the non-motorized vehicle category; c) codify the practice of using private tow companies as an option for towed vehicle storage; d) include the color red as a City-adopted curb marking color; and, e) revise the noticing requirement to post changes to the Parking Area Map on the City's website.

B. Pass and Adopt Parts of the Ordinance: Passing the ordinance in a piecemeal fashion will require the Police Department and Parking Services to deal with the failed parts as they have in the past. Staff does not recommend this option.

C. Continue the Item: Council could delay decision on this item. The Police Department and Parking Services will continue to manage parking in regards to the highlighted issues as they have in the past.

D. Do Nothing: This alternative may require consideration of revisions to the Parking Code at a later date and would not provide a long term solution.

SIGNIFICANT IMPACTS: If adopted by Council, the attached ordinance would codify the changes to the Parking Code as recommended. Staff does not anticipate any significant negative impacts to arise as a result of adoption of the ordinance.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Not taking the recommended action will require Police and Parking Services to enforce the current Parking Code. The issues addressed within this report would need to be revisited at some future point in time.

RECOMMENDATION: Adopt the attached ordinance that amends the Park City Municipal Code. This item is scheduled for discussion and review on June 12, 2003 and a public hearing and adoption on June 19, 2003. A public hearing will be held on June 19, 2003.

Ordinance No.

ORDINANCE AMENDING TITLE 9, PARKING CODE OF THE PARK CITY MUNICIPAL CODE

WHEREAS, it is necessary to update Title 9, Parking Code, to reflect modifications to the parking program and to better clarify provisions in the section; and

WHEREAS, the City Council held a duly advertised public hearing on June 19, 2003 and deems it appropriate and in the public's best to amend the Municipal Code;

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

SECTION 1. AMENDMENT. The following amendments are hereby made to Title 1, Parking Code of the Park City Municipal Code:

9- 1- 3. DEFINITIONS.

(D) NON-MOTORIZED EQUIPMENT. Any equipment that is non-motorized and is so designed as to require a Motorized Vehicle for mobility, including but not limited to uncoupled trailers, detached snowplows, dumpsters, and other non-motorized items.

9- 2- 1. PARKING PROHIBITED IN CERTAIN PLACES.

It shall be unlawful and a violation of this Title for any person to Park a Vehicle, or to permit others to Park a Vehicle in any of the following places on a Street or Public Parking Facility:

(N) In such a location or manner so as to occupy two or more marked Parking spaces; ~~unless the Vehicle is in a paid parking area and all spaces have been paid for;~~

~~(O) In accordance with Section 11-15-2, parking on pervious surfaces with the area outlined by Section 11-15-1 is prohibited.~~ [Editor's note - Strikeout area moved to newly created section 9- 2- 16]

(O) At any place marked with a red curb.

9- 2- 15. FIRE ACCESS WAYS.

It shall be unlawful and a violation of this Title for any person to Park a Vehicle, or to permit others to Park a Vehicle in any marked fire lane, emergency access road, or vehicle thruway which is designated and approved for fire access by the City Fire Marshall or his/her designee, whether on public or private property.

9- 2- 16. PARKING ON PERVIOUS SURFACES IN SOIL COVERAGE AREAS PROHIBITED.

[Editor's note - Moved from 9-2-1 (O)] In accordance with Section 11-15-2, parking on pervious surfaces with the area outlined by Section 11-15-1 is prohibited whether on public or private property.

9- 2- 4. PARKING FOR CERTAIN PURPOSES PROHIBITED.

It shall be unlawful to Park a Vehicle on any Street or within any Public Parking Facility for the following purposes.

~~(E) Camping or other habitation.~~ [Editor's note - This is a duplication of 9-2-9]

9- 2-14. OVERSIZED VEHICLES.

No person shall Park a Vehicle that is over eight feet (8') in width in a Public Parking Facility, ~~unless the Vehicle is properly Parked in a designated oversize Vehicle area or space.~~

No person shall Park a Vehicle that is over 26 feet in length or over 8 feet in height on Main Street. The following exceptions apply:

(A) Vehicles allowed under the Construction Mitigation Plan and complying with Section 9-2-12;

(B) commercial delivery Vehicles complying with Chapter 8 of this Title;

(C) Vehicles permitted under a Special Use of Public Parking Application,

(D) City, Fire, and Public Utility Vehicles or equipment engaged in official business.

9- 3- 3. ~~TWO-HOUR~~ TIME-LIMITED PARKING IN COMMERCIAL AREAS.

Public Streets and Public Parking Facilities within commercial areas may be designated with time limitations. It shall be unlawful to Park a Vehicle in any area so designated by posting signs or meter legends for longer than designated time limits. Vehicles Parked longer than posted time limits are subject to fine(s) and/or impoundment.

9- 5- 1. PERMIT PARKING AREAS.

The City Manager or designee shall determine which Streets or Public Parking Facilities would benefit by inclusion in a Permit Parking Zone (PPZ). The City Manager or designee shall designate the boundaries of each zone identifying each zone by letter, number or name, and cause a map to be published showing the zone boundaries (Parking Area Map).

If modification of an established Parking zone boundary or establishment of a new PPZ is determined to be in the public interest, the City Manager or designee shall designate the boundaries thereof and ~~give fourteen days notice of the same by publication twice in a newspaper of general circulation within the city post the amended map with revision date on the City's website for fourteen days before enacting the boundary change.~~

9- 6- 3. ADDITIONAL MARKINGS APPROVED.

The City adopts the marking and sign requirements of the Manual of Uniform Traffic Control Devices (MUTCD) with the exception that the color red shall be adopted as a supplemental curb marking color to indicate general no parking zones, fire hydrant no

parking zones, and fire lanes. In accordance with the MUTCD, signs shall supplement curb markings for parking except for the general restrictions outlined in Chapter 2 Section 9-2-1 Items A through H of this Title.

9- 9- 2. OBLIGATION OF OWNER TO MOVE VEHICLE.

It is the obligation of the owner or operator of a Vehicle to remove that Vehicle when it is illegally Parked. When an officer finds an illegally Parked Vehicle that is impeding traffic or snow removal, the officer is authorized to move the Vehicle to the extent necessary to remove the obstruction, including towing the Vehicle to the City impound yard or an impound facility of a private tow company designated by the City.

9- 9- 6. IMMOBILIZATION OF REPEAT OFFENDERS.

Any Vehicle or registered owner(s) with five or more outstanding Parking citations or an aggregate balance of \$300 or more due for Parking citations including all late fees and penalties, shall be subject to Immobilization. The Vehicle does not have to be parked illegally at the time the Immobilization device is attached, so long as proper notice procedures have been followed. Immobilization may be removed upon payment of \$35 the Immobilization Fee as established in the Fee Resolution and the total balance due to the City for all outstanding Parking citations. If the payment for the removal of the Immobilization device has not been received nor provided for within 24 hours of deployment, the Vehicle may be immediately towed and Impounded.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 19th day of June, 2003.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

DATE: June 12, 2003
DEPARTMENT: Special Events Department
AUTHOR: Alison Butz, Special Events Manager *AB*
TITLE: KPCW Lease

SUMMARY RECOMMENDATIONS: Provide staff with direction concerning the request for a new lease, from KPCW, for office space within City Hall.

I. TOPIC

Review the term and rental amount for a lease between the City and KPCW for space within City Hall.

I. BACKGROUND

In 1999, KPCW signed a three-year lease with the City to continue occupying 1,566 square feet on the north side of the first floor within City Hall. The current lease expires on June 30, 2003.

KPCW is interested in continuing to occupy the space and has requested a new lease. Staffs has spoken with the station management and at this time has come to an agreement for one-year lease with option of two (2) one-year renewals, for a total of three years.

II. ANALYSIS

The current discussions of a lease, with a maximum ability to renew for a total of three years, can include discussion that option to renew must be agreed to by both parties.

While the City is looking at expansion of the Police Department, there are no other discussions at this time for additional space needed for other departments. The consequences of signing a lease with these terms would be if the City needs space, partway through a lease year, it would not be available until the end of that lease year. At that time the City would need to wait until a renew period in order to secure the space for City use.

As part of the radio service KPCW provides to the community, the City discounts the standard rental rate. In the previous lease the annual rent for the space was set at \$1.00. The previous lease discussed that if the City was no longer given value in kind in announcements, the lease price per square foot would jump to \$17.50 per square foot, per year.

Annual value for the space has been set at \$26,481, within the current lease. Staff has contacted local real estate agents regarding current price for office space within Park City. The price per square footage ranges from \$15 - \$19 per square foot. The current annual value is \$16.91 per square foot, which is within the market range.

The City currently contributes \$26,481 for the rental special service contract for KPCW. This amount is within the market value and the question before Council is to issue the rate of \$26,481 as a service contract for "in kind" value to the radio station.

Issues for Discussion

Staff requests Council to provide direction on the following issues. Staff will return to a future Council meeting with a lease based upon the direction received.

- 1) Is Council willing to offer a one-year lease with two one-year renewals?
- 2) How much "in kind" value should be given for the space? 100%, 75%, 50%, etc.

III. RECOMMENDATION:

Provide direction to Staff concerning the lease for KPCW. Staff will return at a future June meeting with a lease based upon Council's direction.

DATE: June 12, 2003
DEPARTMENT: Special Events and Facilities
AUTHOR: Alison Butz MB
TITLE: Public Outdoor Music Plazas
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Staff requests the City Council discuss the request for music on the Town Lift Plaza and provide direction on how to proceed with Code Revisions.

I. TOPIC

Review of the Ordinances regulating Outdoor Music Plazas within Park City.

II. BACKGROUND

On May 8, 2003, the City Council approved changes to Title 4 Chapter 8A allowing for the programming of outdoor music on stages within Park City for the summer of 2003. Since the approval, the owners of Town Lift Plaza approached the City requesting the addition of a new location at 825 Main Street.

III. ANALYSIS

Chapter 8A authorizes administrative approval of additional outdoor music locations provided the proposed location satisfies the criteria at Section 4-8A-6(C). Because the 825 Main Street location is located within 100 feet of a residential neighborhood, it is not eligible for administrative approval. Therefore, in order to add the Town Lift Plaza, the current ordinance governing Outdoor Music operations needs to be amended

The owners of Town Lift Plaza propose to program the stage and comply with all other regulations within the ordinance such as noise levels, and hours of operation.

Music on Main Street provides the community with a free live music venues and adds vitality to the area. This type of entertainment is consistent with Council goal to enhance the Historic District as well as to maintain Park City's status as a World Class Resort.

Staff has included a summary of the applicant's request for the Town Lift Plaza below.

Town Lift Plaza

Location: 825 Main Street
Duration: June 15th through September 15th
Operation Days: Fridays, Saturdays and Sundays
Hours: 12:00pm until 8:30pm
Additional Exceptions: Four additional nights from noon until 6:00pm
Type of Music: Bands
Property Owner: Sweeney Brothers
Additional Licenses: None requested.
Costs: None to the City

In reviewing the Sweeney's request, Staff has concerns regarding the following issues: (1) the proposed 8.5 hour duration on any given day is nearly triple the three hour limitation placed on both the Miners Plaza and Party on the Plaza; (2) the proposed programming days of Friday and Saturday are the same as currently approved on the Party on the Plaza, which is located directly across Main Street from the Town Lift Plaza; and (3) this proposal does not incorporate the use of a sound mitigating stage. Staff recommends that if the Town Lift Plaza is added to the 2003 outdoor music ordinance, the performance criteria should not exceed the scope of prior ordinances. Accordingly, Staff is recommending that the Town Lift Plaza be limited to no more than 3 hours of music on any day, that the Town Lift Plaza not be programmed on the same days/times as the Party on the Plaza, and that a sound mitigating stage be required for each performance.

Issues for Discussion

1. Is Council willing to approve a total of 8.5 hours of music per day, or a maximum of three hours of music within the listed timeframe?
2. Is Council willing to approve an additional Outdoor Music Location with the same days of the week and times as the Summit Watch Plaza stage?

IV. RECOMMENDATION:

Staff requests Council discuss the request for an additional outdoor music plaza and provide Staff with direction on the issues for discussion.

DATE: June 12, 2003
DEPARTMENT: Special Events and Facilities
AUTHOR: Alison Butz ^{LB}
TITLE: Park City Arts Festival
TYPE OF ITEM: Master Festival License Application

SUMMARY RECOMMENDATIONS: Review the Master Festival License and Service Agreement with the Kimball Art Center and authorize the Mayor to execute a Service Agreement with the Kimball Art Center as attached in a form approved by the City Attorney.

I. TOPIC

A Master Festival License and Service Agreement for the Park City Arts Festival.

II. BACKGROUND

For the past 33 years Park City has hosted the Park City Arts Festival. In that time, Park City has evolved with the festival to accommodate the growing popularity and changes. In an effort to secure the continued success of the festival the City began discussions to enter into a Services Agreement to outline the festival for future years. During the fall of 2002, in an effort to have a better understanding of the economic impact the festival brings to Park City, an economic analysis was preformed. The analysis section of this report contains a brief summary of that economic impact. The analysis section also contains a brief summary of the deal points associated with the Services Agreement. Staff has been meeting with the Kimball over the last months to develop the attached Services Agreement.

Additional changes to the festival have been discussed and include the following.

Layout of Artists Booths. The 2003 festival is going through the approval process through the Fire District and City Building Department for a redesign of the placement of the artist booths. The new design would break up the "wall" effect that has been done in the past and booths would now alternate in groupings of 6 –10 from being placed along the curb to being placed in the center of the street. Please refer to Exhibit B. The new layout now includes within each grouping a space allocated to a local restaurant for outdoor dining on the street during the festival.

Additional Days of Activities. The Kimball is looking to extend the days of the festival to include Thursday and Friday. These evening would be programmed with a gallery stroll and other activities. The Friday evening events may include a Taste of Park City, which would include the local restaurants on Main Street. The Kimball is also including events produced by other organizations such as the Main Street Business Alliance, Sundance Institute and Egyptian Theater.

III. ANALYSIS

In order to assess the direct benefit of the Park City Arts Festival to Park City the City analyzed the economic impact of the Festival on Park City and Summit County. The table below summarizes the economic benefit of the Arts Festival. In summary, Park City receives an additional \$95,987 in tax revenues from the Park City Arts Festival, while Summit County

receives \$21,098 and the Park City Chamber and Visitor's Bureau ("PCCVB") receives and additional \$5,245.

SUMMARY OF REVENUE IMPACTS TO PARK CITY and SUMMIT COUNTY										
	Park City Revenue Impacts				Summit County Revenue Impacts					PCCVB
	Local Option Sales and Use	Resort Tax	Transit Tax	Total PC	County Option Sales and Use	Transient Room	Restaurant Tax	RAP Tax	Total Summit County	Transient Room
Vendors	\$40,311	\$53,749	\$13,437	\$107,497	\$13,437	N/A	N/A	\$5,375	\$18,812	N/A
Lodging	\$1,457	\$1,943	\$486	\$3,885	\$486	\$583	N/A	\$194	\$1,263	\$5,245
Restaurant	\$509	\$679	\$170	\$1,358	\$170	N/A	\$679	\$68	\$917	N/A
Retail	\$228	\$305	\$76	\$609	\$76	N/A	N/A	\$30	\$106	N/A
TOTAL	\$42,505	\$56,676	\$14,169	\$113,349	\$14,169	\$583	\$679	\$5,667	\$21,098	\$5,245

The scope of this analysis does not include indirect impacts (also know as "multiplier effects") generated by the initial direct expenditures within Park City. This is not, therefore, an evaluation of total consumer impacts to the region or State.

Using the economic analysis and knowledge of Kimball's needs as a guide, the City has put together a Master Festival License and Service Agreement (attached). The financial implications of the deal points are summarized in the Significant Impacts section of this report. The Kimball has agreed to the terms of the agreement. The term of the agreement is retroactive which starts the agreement for the 2002 festival and includes the 2003 and 2004 festivals.

Financial Components of Services Agreement

Festival Year	2002	2003	2004
Police	\$10,147.50	\$11,812.50	\$10,631.25
Transportation	\$2,705.00	\$2,705.00	\$2,705.00
Parking	\$9,948.00	\$9,948.00	\$9,948.00
Barricades	\$1,542.00	\$1,542.00	\$1,542.00
MFL Fees	\$50.00	\$50.00	\$50.00
Main Street Cleaning	\$650.00	\$0.00	\$0.00
VIK Contributions	\$32,500.00	\$16,250.00	\$8,000.00
Cash Contributions	\$0.00	\$10,000.00	\$0.00
VALUE TOTAL	\$57,542.50	\$52,307.50	\$32,876.25

The Services Agreement memorializes existing practices such as Police and Transportation services.

SIGNIFICANT IMPACTS: The Table above highlights the financial aspects of the agreement. In the past fee waivers have been issued to the Kimball for similar services so the commitments from the City are included within the recommended FY2004 budget.

CONSEQUENCES OF NOT TAKING RECOMMENDED ACTION: The consequences of not taking the recommended action would be to continue on a year-to-year license basis with the Arts Festival. This agreement would save Staff time in planning future festivals since it would

memorialize many reoccurring issues.

ALTERNATIVES

1. Approve the Master Festival License and Service Agreement for the Park City Arts Festival.
2. Modify the parameters of the Master Festival License and Service Agreement for the Park City Arts Festival.
3. Deny the Master Festival License and Service Agreement, thereby prohibiting the Park City Arts Festival.
4. The City Council may continue the hearing for more information and discussion.

IV. RECOMMENDATION:

Review the Master Festival License and Service Agreement with the Kimball Art Center and authorize the Mayor to execute a Service Agreement with the Kimball Art Center as attached in a form approved by the City Attorney

V. EXHIBITS

Exhibit A - Master Festival License and Service Agreement

Master Festival License and City Services Agreement

THIS MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT is entered into as of June 5, 2003, between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah ("Park City"), and THE KIMBALL ART CENTER, a Utah non-profit corporation ("Kimball").

Recitals

A. WHEREAS, Kimball has staged the Park City Art Festival ("Festival") in Park City under the regulation and authority of annual Master Festival Licenses issued by Park City.

B. WHEREAS, Park City and Kimball wish to enter into a long term contract establishing Park City as the Festival headquarters and to maximize planning efficiencies, pool resources and improve Festival management to ensure the continued success of the event with minimal impacts to the residents of the City.

C. WHEREAS, Kimball desires to use certain facilities owned or controlled by Park City and to obtain certain services from Park City and others as appropriate in connection with the Festival, all under the terms hereinafter provided.

D. WHEREAS, Park City is authorized by Section 10-7-85 of the Utah Code Annotated to provide for and appropriate funds and services for the support of the arts for the purpose of enriching the lives of its residents.

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

F. WHEREAS, pursuant to Sections 10-8-2 and 10-2-84 of the Utah Code Annotated, the City Council hereby finds that the provision of City funds, property and services is consistent with the Park City General plan, particularly the Community Economic Element, and provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city.

G. WHEREAS, notwithstanding Recital E, Park City retained the firm Wikstrom Economic & Planning Consultants, Inc. to review the direct economic benefits of the Festival to Park City, and the Summary of Revenue Impacts to Park City and Summit County dated June, 2002 is incorporated herein by reference. The City Council finds that Kimball's annual direct economic impact to Park City equals or exceeds each annual current fair market value of Park City's contribution herein. The City Council also finds that numerous additional indirect and intangible benefits of the Festival create an additional overall positive economic, artistic and quality of life impact on the City, its residents and

its visitors.

Agreement

In consideration of the recitals listed above, which are incorporated herein, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. PRINCIPLES AND RESPONSIBILITIES.

1. General Principles.

1.1 Mutual Cooperation and Flexibility. Park City and Kimball mutually acknowledge and agree to proceed through all stages of planning and operations for the Use Areas outlined in this Agreement and each Festival in the spirit of mutual cooperation and flexibility, recognizing that circumstances may change between the date of execution of this Agreement and the commencement of the annual Festivals. Park City and Kimball agree that the purpose for cooperation and flexibility is the successful operation of the Festival. Both Parties understand that plans may change each year.

1.2 Supplemental Plans. This Agreement outlines the terms for the respective duties and obligations of Park City and Kimball with respect to the Use Areas and the other items covered by this Agreement. The parties agree that implementation of the specific terms outlined in this Agreement will require the development of supplemental implementation and operational plans (referred to herein as the "Supplemental Plans") with respect to those functions of the Use Areas, that may change with each annual Festival. The Supplemental Plans and any modifications are incorporated herein and a material part of this agreement. Some of the Supplemental Plans for the 2003 Festival are attached hereto as Exhibits. Others will be prepared in anticipation of the 2003 Festival. Supplemental Plans for the future Festivals will follow Supplemental Plans for the 2003 Festival unless changes will promote the efficient and successful operation of the Festival. Failure to agree on changes to existing Plans will result in use of the prior years Existing Supplemental Plans. Any substantial changes, as determined by City Staff, shall require an amendment to this agreement and City Council approval.

1.3 Kimball General Responsibilities. In addition to the responsibilities of Kimball set forth in the balance of this Agreement, Kimball is responsible for the timely submission of all annual plans related to the Festival, and producing and providing all official information related to the Festival.

1.4 Park City General Responsibilities. In addition to the responsibilities of Park City set forth in the balance of this Agreement, Park City is responsible for producing and providing to Kimball or its designee all official Park City information relevant to the Festival and the Use Areas, including internal staff communication, and promoting positive support for Park City's involvement in the Festival and the opportunities provided

thereby.

B. LEASE OF USE AREAS DURING USE PERIODS.

2. Term. Kimball hereby agrees to hold the 2002, 2003, and 2004 Festivals in Park City. Accordingly, this Agreement shall be effective from June 5, 2002 thru September 1, 2004. The Agreement shall automatically renew for an additional three years for the 2005, 2006 and 2007 Festivals unless either party provides the other with written notice of its intent not to renew by September 1, 2004.

3. Grant of Lease. Park City hereby grants to Kimball and its designees and assigns, and Kimball hereby accepts, the right and lease for the occupancy and use of the Use Areas, including all facilities, buildings and spaces during the Use Periods and for the purposes further described on Exhibits "A" through "D", along with the use of the equipment, fixtures and furnishings, all available utilities services and related incidental rights in such Use Areas, all upon the terms, and subject to the conditions set forth in this Agreement. The relationship between Park City and Kimball with respect to the lease of the Use Areas is that of landlord and tenant, and may be further be defined by Lease Agreement. However, the Lease Agreements shall not conflict with this Agreement or any Exhibit. Changes to rental rates shall be established annually by the lease agreement, and in no event shall increases exceed 5% annually. Kimball has inspected the Use Areas and accepts the Use Areas "as is".

4. Exclusive or Shared Use. The Use Areas include areas where Kimball has Exclusive Use and areas where Kimball has Shared Use, as indicated on Exhibits "A" through "C". All Park City personnel who require access to Shared Use Areas during the applicable Use Periods shall be subject to Kimball's operational and ticket policies and plans for the Shared Use Areas.

4.1 Access Prior to Use Periods. Unless otherwise set forth herein, Park City and Kimball shall cooperate to arrange times that Kimball and its designees may have non-exclusive access to the Use Areas prior to the Use Periods for the purpose of inspections, planning, preparations, testing and design work, surveys, examinations, and other activities that are necessary for Use Area planning and preparatory functions and advance preparations for and (if necessary) advance construction of certain Temporary Improvements such as installation of cables, conduits, curb cuts, signage and substructure; provided that such access shall not materially interfere with ordinary and customary Park City operations and that such advance construction shall be consistent with the requirements outlined herein.

4.2 Lawful Use. During the applicable Use-Periods, Kimball will not use, operate or maintain the Use Areas improperly, carelessly, in violation of any applicable law or in any manner contrary to that contemplated by this Agreement.

4.3 Permitted Uses. Kimball may (but shall not be obligated to) use the Use Areas and may authorize or license others to use the Use Areas at any time during

the applicable Use Periods, for the purposes indicated on Exhibits "A" through "D"; for the moving in and out, and the construction, erection and staging of decorations, temporary facilities and installations and other Temporary Improvements, security equipment and systems, lighting, sound systems, television and other broadcast equipment, video display, fencing and other equipment; for the sale of food, beverages, novelties, souvenirs and other merchandise to persons attending the Festival and other visitors to the Use Areas; for advertising, marketing and promotion; and for any other purpose related to the Festival.

4.4 Rights to License. Kimball shall, during any applicable Use Periods of Exclusive Use, have the express, sole and exclusive right: (a) to sell (or give away) or license the right to sell (or give away) any food, beverage, novelty, souvenir, advertising, promotion, merchandise or other goods and services to any Person in or on the Use Area; Existing Outdoor Dining permits issued by the Planning Department are excluded from this provision; and (b) to control and distribute credentials, passes, tickets and other rights of access to the Use Area, consistent with Kimball's security plans for the Use Area. Notwithstanding any license, sublicense, or sublease of its rights hereunder, Kimball shall not be released from its obligations hereunder.

4.5 Restoration. Kimball shall return the Use Areas to Park City at the conclusion of their respective Use Periods in clean, orderly condition and in good repair and working order, taking into consideration reasonable wear and tear. Prior to the end of the Use Periods, Kimball shall, at its sole cost and expense, remove all Temporary Improvements and modifications located in or on the Use Areas, unless otherwise agreed.

5. Permits and Licenses.

5.1 Permits and Licenses. Park City shall deliver to Kimball all facilities owned by Park City in the Use Areas with the requisite permits and licenses in place as necessary for Kimball to operate such facilities for the Festival's uses. Kimball shall remain responsible for any building or other permits necessary for its temporary improvements or food operations.

5.2 Master Festival License. The City hereby finds the Festival to comply with the Municipal Code of Park City Section 4-8-5. Upon execution of this Agreement, Park City shall issue to Kimball a Master Festival License that covers all activities of Kimball described in this Agreement that may require such a license. The Master Festival License shall include a Kimball corporate Park City business license. Annual Supplemental Plans will be necessary to obtain building permits, temporary beer and liquor licenses, sign plan approval and all other required permits, approvals, variances, etc. that may be encompassed by the Master Festival License for the each Festival.

5.3 Permits and Licenses Issued by Other Governmental Authorities. Kimball shall have sole responsibility for obtaining and paying for any and all certificates, permits, licenses and approvals that are required to be obtained from governmental authorities other than Park City for the operations of the Use Areas that are unique to the Festival's use of the Use Areas during the Use Periods. Park City shall support and

cooperate with Kimball in obtaining any necessary permits for the activities associated with the operations of the Use Areas during the Use Periods, and shall authorize Kimball to apply in the name of Park City (or Park City will apply for such permits in its own name) with respect to any necessary permits from other governmental authorities that must be issued in the name of Park City.

5.4 Governmental Ordinances. The Special Events and Facilities Department shall support and cooperate with Kimball in obtaining exceptions or permits as necessary concerning any local, city, county or state ordinances, rules, laws and regulations to assist Kimball in hosting and staging the operations of the Festival and related activities in Park City.

C. PARK CITY FACILITIES AND SERVICES.

6. City Services.

6.1 Basic City Services. At no additional cost to Kimball Art Center, Park City will provide the following City Services.

- (a) Kimball shall be entitled to a credit of 525 hours of specific Festival Police, dispatch personnel, and logistical planning at the request of Kimball Art Center or as determined by the Police Chief's use of personnel for the Festival. The credit of hours shall decrease by 10% each year of the contract by either a reduction in the need for Police Services or by the payment of the additional hours requested.
- (b) Kimball shall be entitled to a credit of 18 hours of staff preparation time and sufficient ground crew to ensure the transportation system runs efficiently.
- (c) 600 Traffic Barricades and Installation, and two (2) municipal electronic text signs, as otherwise agreed in accordance with mutually acceptable Supplemental Plans concerning Traffic Control and Police Services.
- (d) Use of the Old Town Transit Center including the visitor counter for Transit purposes.
- (e) Waiver of the fees associated with the Special Use of Public Parking Facilities on Main Street and Swede Alley during the Use Period.
- (f) Waiver of the application fees for the Master Festival License.

Kimball may, in consultation with Park City, request adjustments in the priorities or timing or intensity of maintenance and other City Services to be provided by Park City to promote the efficiency and success of the Festival. If such adjustments require Park City to provide

services which exceed the level or type of City Services in the aggregate that Park City is committed to provide without additional consideration, then such services shall be considered Additional City Services to be paid for by Kimball under Section 5.3.

6.2 Additional City Services and Work Order Process.

Kimball may request services from Park City in addition to Basic City Services under this agreement, either due to quantity, frequency or type of service requested (collectively, "additional City Services"). Kimball will be charged the actual cost of Additional City Services incurred by Park City without any change for profit, employee benefits, nondestructive use of equipment, depreciation, overhead or wear and tear on any equipment. Kimball shall be responsible for costs for any improvements to any use area that it deems necessary.

7. City Representative.

7.1 Festival Representative. Prior to and during the Use Periods, Park City shall designate at least one full-time employee to serve as its "City Representative: for the Festival, who shall be the operational liaison between Park City and Kimball and who shall be authorized by Park City to (a) ensure that the Use Areas are operated and maintained as set forth in this Agreement, (b) ensure that, at Kimball's request, access to and lock-down (if applicable) of the Use Areas is provided to Kimball upon commencement of the Use Periods, (c) serve as Park City's representative for the services of any Park City personnel provided pursuant to this agreement, and (d) give or obtain any necessary consents, approvals or authorizations on behalf of Park City in relation to annual Supplemental Plans. The City Representative shall generally be the Special Event Manager for the City, unless otherwise approved in advance by Kimball, which such approval shall not be unreasonably withheld or delayed.

7.2 Management Representative. Park City shall also designate at least one Senior Manager who shall be authorized to speak on behalf of the City Manager and City Council, and to act for the City Representative if the City Representative is not available. The costs of providing the City Representative and the Management Representative to provide services under this agreement shall be borne solely by Park City. The Management Representative shall, if requested by Kimball, assist Kimball with the formation of a logistics coordination team.

7.3 Management Meetings. The City Representatives and Festival Manager shall meet no later than February 1 annually to review Festival operation, Supplemental Plans and terms of this Agreement. Any changes to this Agreement or Supplemental Plans shall be approved prior to May 1 annually, unless based upon the facts and circumstance, approval by May 1 is not practical and then the changes shall be approved as soon as possible.

8. Parking and Transportation.

8.1 Transportation Plans. Park City, with coordination from Kimball, shall

develop and implement plans for traffic control around and through Park City, as part of the annual Supplemental Plans to meet the transportation and parking needs of the public during the Use Periods, including provisions for parking and road closings. Park City shall modify and as necessary expand the public City Transit service, at the Kimball's expense, to meet the increased public demand during the Festival consistent with the purposes of the Agreement and the needs of the public, including patrons of the Festival. The system will remain open to the public and will service the existing transit routes. The City expects that it will utilize all available vehicles in its fleet to meet additional demand on its existing transit routes. The transportation plans contemplated by the paragraph are intended as an enhancement to Park City's public transportation to meet the needs of the public during the Use Periods and are not to be construed as the provision of "charter" services.

8.2 Cooperation in Main Street and Swede Alley Closing. Consistent with the requirements to develop plans for traffic as part of the Supplemental Plans, Park City and Kimball both agree to support and cooperate with one another in the closing of Main Street and also if both parties agree to close Swede Alley or restrict traffic during the Festival.

D. KIMBALL SERVICES.

9. Kimball Obligations. As consideration for the City support herein, Kimball agrees to the following:

9.1 Approval of Event Dates. The Kimball agrees to annually submit the dates of the festival to Park City for review and approval.

9.2 Park City Venues. Park City shall be recognized as the headquarters of the Festival. Unless otherwise agreed by both parties, Kimball shall hold at least 90% of its official events within Park City. This section includes future venues for performance arts, children's programming, culinary arts, and visual arts demonstrations and events. Both parties acknowledge that the Festival may grow and evolve over the course of this agreement.

9.3 Cooperation with Chamber Bureau and Business Associations. Kimball and Park City shall use best reasonable efforts to coordinate with the Park City Chamber Bureau, Park City Restaurant Association, and other business associations as the City staff may from time to time suggest, to solicit business support and minimize adverse impacts on the community.

9.4 Designation of Protest Areas. Kimball shall develop a Supplemental Plan to designate protest areas within any exclusive Use Area. Park City and Kimball shall cooperate with each other in developing the plan.

9.5 Responsibility. The Kimball acknowledges that noise levels and crowd control are their responsibility and that if an artist or performer violates the noise requirements as stated in the Municipal Code, the Kimball is liable.

9.6 Reasonable Conditions. The Kimball acknowledges that Park City can still impose reasonable conditions as the event changes.

E. FINANCIAL.

10. Service Contract. Subject to annual budget appropriation, Park City hereby agrees to make the following contribution to Kimball towards the costs of the Festival:

- (a) \$32,500 value in kind contribution of Additional City Services for the 2002 Festival
- (b) \$16,250 value in kind contribution of Additional City Services, and \$10,000 cash for enhanced perimeter control, for the 2003 Festival
- (c) \$8,000 value in kind contribution of Additional City Services for the 2004 Festival

F. INSURANCE AND RISK MANAGEMENT.

11. Indemnifications.

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

11.2 Waiver of Claims Against Park City. Kimball and Park City shall not make any claim against each other or their officers, employees and agents with respect to any liability incurred by Kimball or Park City to any third person on account of bodily or personal injury or damage to or loss of property arising out of this Agreement or the Festival, except as provided in Section 13.1.

12. Insurance. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

12.1 Insurance. Kimball shall procure and maintain at its own expense throughout the Exclusive Use Periods the following insurance:

- (a) Workers' compensation insurance for Kimball employees, including statutorily required limits and other requirements of law.
- (b) All employee benefit programs and coverages required under ERISA, unemployment insurance and any other insurance required by state or federal laws.

12.2 Kimball Liability Insurance. Prior to commencement of any activity in Park City under this Agreement, Kimball shall procure and thereafter maintain during the entire period of such activity one or more policies of insurance providing all of the following coverages, whether by separate policies or by endorsement:

- (a) Commercial general liability policy, with combined single limits of Two Million dollars (\$2,000,000.00) per occurrence and in aggregate;
- (b) Liquor Liability Coverage Part on the commercial general liability policy. Kimball shall require any hired security company to provide a policy of liability insurance and name Kimball and Park City as name insureds on the policy with limits set forth in 14.2(a); and
- (c) aircraft liability insurance, if Kimball leases or uses aircraft in connection with its activities under this Agreement.
- (d) Professional Liability (Errors and Omissions) insurance written on an occurrence basis with limits no less than one half million dollars (\$500,000) combined single limit per occurrence.

12.3 Additional Requirements. The insurance provided by Kimball pursuant to Section 14.2:

- (a) shall be written on an occurrence basis, and with respect to any coverage provided on a claims-made basis, shall be supplemented by a two (2) year tail policy for the limits applicable to the policy periods covered by such tail policy, which are approved by Park City, such approval not to be unreasonably withheld or delayed;
- (b) shall provide that Park City be named as additional insured with respect to liability arising out of or in connection with Kimball's activities under this Agreement, including those claims, set-offs, losses, damages, liabilities, fines and expenses that arise out of or in

connection with the acts or omissions of Park City incident to Kimball's above-referenced activities, but not including the willful misconduct of Park City or its respective officers, employees or agents;

- (c) shall provide if reasonably possible that with respect to any covered claim arising under this Agreement, such insurance shall be primary coverage without reduction or right of set-off or contribution on account of any insurance provided by Park City for itself or for its officers or employees; and
- (d) shall provide if reasonably possible that such insurance shall not be altered or canceled without thirty (30) days' prior written notice to Park City.

12.4 Park City Liability. Nothing herein shall waive any defense or limitation of the Utah Government Immunity Act.

G. MISCELLANEOUS.

13. License for Use of Kimball Marks. Kimball grants to Park City a license to use Kimball's emblem(s) and other trademarks for any non-commercial, governmental purpose, press release, and in internal Park City communications/reports. Such license shall be subject to restrictions prohibiting any commercial use of such marks.

14. License of Park City of Utah Logo, Name and Marks. Park City hereby grants Kimball a non-exclusive license to use any Park City-related symbols, emblems, marks, logos, trademarks, service marks, or pictures, paintings or likeness of the City, including without limitation the use of the (i) the name "Park City", and any variations thereof, (ii) the names of any officials of Park City, and (iii) the name and likeness of any buildings or grounds owned by Park City, in every case solely for the purposes of (a) broadcasting the Festival, (b) providing map and wayfinding information, and (c) advertising or promoting the Festival; but specifically excluding any license for the sale of any novelties or merchandise.

15. Photography and Broadcast Rights. Kimball shall have the non-exclusive right to arrange, conduct or permit commercial and noncommercial photography, filming, videotaping, television and radio transmission, and similar activities in and above the Use Areas during the Use Periods. Kimball shall have the non-exclusive right to record, to broadcast, and to permit media coverage of Kimball's activities in Park City.

16. Sponsorships. Kimball shall have the exclusive right to sell sponsorships and supplierships of and other rights of affiliation with the Festival and events staged or conducted by Kimball in the Use Areas.

17. Use of Upper Kimball Patio. Kimball hereby agrees to allow the use of the

upper patio twenty-five (25) days a year for use of entertainment programming. Such use will be reviewed and approved by the Kimball and will be further outlined under separate contract.

18. Representations and Warranties.

18.1 Representations and Warranties of Kimball. Kimball hereby represents and warrants that (a) Kimball is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Utah, (b) Kimball has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Kimball and the performance by Kimball of its obligations hereunder have been duly authorized by all necessary corporate action, (d) this Agreement has been duly executed and delivered by Kimball and is a valid and binding obligation of Kimball.

18.2 Representations and Warranties of Park City. Park City hereby represents and warrants to Kimball that (a) Park City validly exists, and is in good standing under the laws of the State of Utah, (b) Park City has all necessary power and authority to enter into this Agreement and to perform its obligations hereunder, (c) the execution of this Agreement by Park City and the performance by Park City of its obligations hereunder have been duly authorized by all necessary action, including all reviews and approvals required by the City Council of Park City.

19. Unforeseen Circumstances. Either party may terminate or suspend its obligations under this Agreement if such obligations are rendered impossible of performance by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented: Fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, war or any law or supervening illegality. In any such event, such party shall not be liable to the other for delay or failure to perform its obligations.

20. Dispute Resolution. The parties agree that any dispute arising in connection with the interpretation of this Agreement or the formulation or implementation of any of the Supplemental Plans or the performance of any party under this Agreement or otherwise relating to this Agreement shall be treated in accordance with the procedures set forth in this Section, prior to the resort by any party to arbitration or litigation in connection with such dispute. The dispute shall first be referred for resolution to Park City's City Representative and Kimball's Manager or other person designated by Kimball as exercising authority over the Use Areas. If such persons are unable to resolve the dispute, it shall then be referred for resolution to Park City's Manager Representative and Kimball's Managing Director. ~~Either party~~ may invoke such procedures by presenting to the other party a "Notice of Request for Resolution of Dispute" (a "Dispute Resolution Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone conference of such officers shall be held within three (3) days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the Dispute Resolution Notice. In the event that such officers are unable to resolve the dispute, then upon delivery of a further

Dispute Resolution Notice, either party may require that the matter be referred for resolution to the City Manager of Park City and the senior Vice President of the Festival. A telephone conference of the City Manager of Park City and the senior Vice President shall be held within (2) two days, or if an emergency meeting is requested, within eight (8) hours, after delivery of the further Dispute Resolution Notice. If the City Manager of Park City and the senior Vice President are unable to resolve the dispute, then the parties shall engage in nonbinding mediation with a mutually acceptable mediator to resolve the issue within three (3) days of the delivery of a further Dispute Resolution Notice. The costs of such mediation shall be shared equally by both parties. In the event that the parties are unable to agree on a mediator, then each party shall select one (1) mediator and the two mediators shall select a third mediator. Each party shall bear the cost of the mediator chosen by that party and the parties shall share the costs of the third mediator. If the dispute involves the formulation or implementation of any of the Supplemental Plans contemplated under this Agreement, the parties agree that the persons outlined above who are authorized to attempt to resolve disputes shall consider the minimum requirements for each of the Supplemental Plans outlined in this Agreement along with reasonable supplementation of such minimum requirements in order to meet the purposes outlined in this Agreement.

21. Other Miscellaneous Terms.

21.1 Governing Law. This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

21.2 Severability. If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

21.3 Assignment and Delegation. Neither party may assign nor in any manner transfer the benefits of this Agreement or delegate its obligations under this Agreement without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and assigns.

21.4 Waiver. No action taken by either party shall be deemed to constitute a waiver of compliance by such party with any representation, warranty or covenant contained in this Agreement. Any waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such party of any subsequent breach.

21.5 Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

21.6 Consent. Unless otherwise specifically noted herein, the consent of any party to any action may be made in such party's sole discretion. All consents or approvals hereunder shall be given without delay by either party.

21.7 Entire Agreement. This Agreement, together with any attached Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than set forth or referred to herein. This Agreement supersedes all prior agreements between the parties relating to all or part of the subject matter herein.

21.8 No Third Party Beneficiaries. This Agreement is intended for the sole benefit of Park City and Kimball and there are no third party beneficiaries to this Agreement.

21.9 Notice. Unless otherwise specified herein, all Notices, requests, consents and demands required to be in writing, including any Dispute Resolution Notice (collectively referred to herein as a "Notice" or "Notices") shall be given to or made upon the parties at their respective addresses set forth below, or at such other address as a party may designate in writing delivered to the other parties. Unless otherwise agreed in this Agreement, all Notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by facsimile transmission ("fax") (with a copy sent the same day by first-class mail), or by certified first-class mail, return receipt requested, postage prepaid, to the party or parties addressed as aforesaid. If sent by confirmed air courier, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such Notice shall be deemed to be given upon the earlier to occur of the date upon which it is actually received by the addressee or the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by fax, such Notice shall be deemed to be given upon the date it is actually received by the addressee.

If to Park City:

Special Events Manager
Park City Municipal Corporation
PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480
Tel 435-615-5000
Fax 435-615-4901

With copies to:

City Attorney
Park City Municipal Corporation

PO Box 1480
445 Marsac Avenue
Park City, UT 84060-1480

If to Kimball:

Kimball Art Center Director
Kimball Art Center
PO Box 1478
Park City, UT 84060-1478

With copies to:

21.10 Reserved Police Power. The City expressly reserves, and Kimball expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

PARK CITY MUNICIPAL CORP

KIMBALL ART CENTER

By _____
Name _____
Title _____

By _____
Name _____
Title _____

Approved as to Form:

City Attorney

Attest:

City Recorder

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2003, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ for the Kimball Art Center, and acknowledged to me that the preceding Agreement was signed on behalf of said company, and he/she acknowledged that the company did execute the same for its stated purpose.

Notary Public

SUMMARY OF EXHIBITS

Exhibit "A" Use Area: Main Street and Swede Alley
Exhibit "B" Use Area: Transit Center
Exhibit "C" Transportation Agreement
Exhibit "D" Traffic Control and Police Services Agreement

**EXHIBIT "A" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

USE AREA: Main Street and Swede Alley

Use Area:	Main Street, including Lower Main Street, all associated side streets and Swede Alley
Use Period:	8/1 - 8/3, 2003
Contact Person:	Chris Crowley, Art Festival Director
Intended Use:	Artists Displays, Festival Operations, Entertainment Stages and Food Vendors. Booth layout and location is subject to approval by City Event Manager and Building Department.
Type of Use:	Exclusive (only from 10:00am until 6:00pm, festival hours)
Basic City Services:	Park City shall provide it's regular schedule of trash removal and sidewalk cleaning.
Access Control:	Kimball
Traffic Control:	Kimball and Park City

**EXHIBIT "B" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

USE AREA: Transit Center

Use Area: Visitor Desk on upper floor, all associated furnishings, fixtures and equipment; and basemen.

Use Period: 7/30 - 8/4, 2003

Contact Person: Chris Crowley, Art Festival Director

Intended Use: Public Information distribution, and festival operations

Type of Use: Exclusive

Basic City Services: Park City shall provide cleaning and waste removal inside and outside the use area

Access Control: Kimball and Park City

Traffic Control: Park City

**EXHIBIT "C" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

Transportation Agreement

I. City Obligation

- A. As necessary, the City shall alter its existing routes and system capacity throughout the City to provide enhanced public bus service to meet increased public demand during the Art Festival.
- B. All expanded public transit service provided under this contract will be available to the general public and will include only those rights and restrictions bestowed upon riders of Park City Municipal's regularly scheduled public transit service. Park City Municipal Corporation maintains sole authority to determine routes, frequencies, hours of service and embarkation and disembarkation points of the expanded public transit service.
- C. City shall adjust the expanded public transit service as necessary to ensure the continued efficient operation of expanded public transit services to mitigate transit impacts of the Art Festival.

II. Kimball Obligation

- A. Kimball shall accept such expanded public transit service as may be recommended by City staff and approved by the Park City Municipal Corporation.
- B. Kimball shall pay for and distribute amended City Transit maps, signs and brochures to festival patrons and the public describing the transit routes and stops established pursuant to the Agreement.
- C. Kimball shall provide t-shirts for drivers and support crew along with drinks (soft drinks and bottled water) for drivers and crew.

**EXHIBIT "D" TO
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT**

Traffic Control and Police Services Agreement

I. City Obligation

- A. City shall assist in the management of all access points designated for the Art Festival as identified in Attachment A.
- B. City shall provide additional officers, as reasonably necessary, for routine patrol during the festival from 10:00am until 8:00pm on Saturday, August 2, 2002 and from 10:00am until 6:00pm on Sunday, August 3, 2002.
- C. City shall provide officers for additional evening patrol of the festival area however, it is not the responsibility of the Police Department to secure the artists tents and the contents within.

II. Kimball Obligation

- A. Kimball shall accept such police service as may be recommended by City staff and approved by the Park City Municipal Corporation.
- B. Kimball shall provide additional security at the request of the Police Chief. If officers from other jurisdictions are hired for additional security, those officers shall not wear police uniforms unless approved by the Park City Police Chief.
- B. Kimball acknowledgment that nothing herein guarantees the safety of participants nor personal property. Kimball shall advise participating artists that they are responsible for insuring and securing their own booths and property.

DATE: June 12, 2003
DEPARTMENT: Public Works
AUTHOR: Kathy Gammell
TITLE: Water Conservation and Drought Plan
Drought Ordinance
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Adopt the "Drought Ordinance" as paragraph 13-1-27 of the Water Code, adopt changes to the "Water Emergencies" and "Penalty" paragraphs of the Water Code paragraphs, and adopt the "Water Conservation and Drought Management Plan" by resolution as presented.

DESCRIPTION:

A. Topic. "Water Conservation and Drought Management Plan", and Water Code changes.

B. Background.

The "Drought Ordinance" and "Water Conservation and Drought Management Plan" were presented to City Council on May 1, 2003. After reviewing legal aspects of the ordinance, Park City legal staff have determined that the suggested drought ordinance changes that were discussed in the May 1, 2003 Council meeting regarding selection of "any or all" actions from a "smorgasbord" list of actions are not constitutionally acceptable since an ordinance must provide clear direction to citizens of Park City.

Staff have reviewed actions under Stage II and Stage III and recommended those actions which will provide the best possibility of reduction in water consumption to meet stated goals. Actions that have been eliminated are still contained in the "Water Conservation and Drought Management Plan" as "Voluntary Citizen Actions" and "Staff Actions."

Additionally, modifications to the existing Water Code paragraphs 13-1-23, "Water Emergencies," and 13-1-27, "Penalty" have been modified to provide consistency for imposing penalties for violation of any paragraph of the Water Code, Title 13.

C. Analysis

Drought Ordinance Modifications

13-1-27

Paragraphs B, C, and D have been changed by legal staff and public works staff to meet requirements of constitutional acceptability.

Other Water Code Modifications to Existing Paragraphs

The following changes are recommended for consistency and flexibility within the ordinance:

13-1-23. WATER EMERGENCIES

~~(D)~~ Violations of this section are infractions punishable by a fine but not imprisonment. The maximum fine shall not exceed five hundred dollars (\$500.00) for each violation.

~~(E)~~ (D) The owner or tenant of property cited for illegal watering or irrigation under this Title shall be required to pay a penalty in the amount set forth by resolution and, if the allegations in the citation are not contested, may forfeit the penalty in lieu of trying the charges.

~~(F)~~ (E) Bail and/or fines shall be paid to Park City Municipal Corporation by cash or check to the City's post office box (which shall be stated on all citations) or at the City offices. Unpaid, uncontested bail forfeitures and fines may be debited against the municipal water account of the cited party and will be subject to collection pursuant to City water bill collection policies.

~~(G)~~ (F) The provisions of this Title shall not apply insofar as the watering restrictions established herein are in conflict with any provision of the Park City Land Management Code.

13-1-27-28 PENALTY

All violations of this Title ~~(except those set forth in Section 13-1-23)~~ shall be a Class B misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000) and incarceration not exceeding six (6) months. Unauthorized taking of water is theft of services and may be a felony if the taking exceeds a value of one thousand dollars (\$1,000).

(NOTE: The above "Penalty" paragraph, which is typical for most municipal codes, was adopted prior to 1965 and addresses all Title 13 Water Code paragraphs 1 through 27, including meter tampering, unauthorized connection to the water system, unauthorized connection to fire hydrants, etc.)

"Water Conservation and Drought Management Plan" Modifications

All changes to actions requested by Council in the May 1, 2003 Council meeting have been incorporated into the actions that remain in the Water Conservation and Drought Management plan.

Department Review. The Water Conservation and Drought Management Plan, Drought Ordinance and additional changes to the Water Code, Title 13 paragraphs have been reviewed by the City Manager, Public Works, and Legal Departments.

ALTERNATIVES:

- A. Adopt the "Drought Ordinance" as paragraph 13-1-27 of the Water Code, adopt changes to the "Water Emergencies" and "Penalty" paragraphs of the Water Code, and adopt the "Water Conservation and Drought Management Plan" by resolution as

presented. This is staff's recommendation.

- B. Direct staff to modify the Plan and/or Water Code paragraphs and return for approval at a future Council meeting.
- C. Adopt any portion of elements presented for consideration, i.e. the "Water Conservation and Drought Management Plan", and/or "Drought Ordinance" and/or changes to existing Ordinance paragraphs.
- C. Do Nothing.

SIGNIFICANT IMPACTS:

Adoption of the Drought Ordinance paragraph will provide Council with the tools to enforce actions to reduce water consumption.

Adoption of the changes to the "Water Emergencies" and "Penalty" paragraphs of the Water Code will provide consistency of penalties for all paragraphs of the Water Code

Adoption of the "Water Conservation and Drought Management Plan" will provide Council's support and/or direction for staff's water conservation efforts.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

Violation of the different stages of water reduction during a drought will not be enforceable by law and penalties cannot be imposed.

RECOMMENDATION:

Adopt the "Drought Ordinance" as paragraph 13-1-27 of the Water Code, adopt changes to the "Water Emergencies" and "Penalty" paragraphs of the Water Code, and adopt the "Water Conservation and Drought Management Plan" by resolution as presented. This is staff's recommendation.

**AN ORDINANCE AMENDING TITLE 13, WATER CODE,
OF THE MUNICIPAL CODE OF PARK CITY, UT,
TO ADD SECTION TO PROVIDE FOR REDUCED WATER
CONSUMPTION DURING DROUGHT OR OTHER EMERGENCY**

WHEREAS, Utah is entering the fifth year of a severe drought cycle; and

WHEREAS, the raw water supplies of the City of Park City are at 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 THE CITY OF PARK CITY, UTAH THAT:

Section I. Amendment. Title 13 of the Municipal Code of Park City is hereby amended to add Section as follows:

Add new Paragraph 13-1-27 as follows:

13-1-27. WATER USE DURING PERIODS OF DROUGHT.

A. OBJECTIVE. 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 90% of available water source capacity.

B. STAGE ONE DROUGHT. Stage one of a drought shall exist when The Public Works Director, or his or her designee, determines that water demand has exceeded 90% of available water source capacity. During Stage One of a drought, The Public Works Director shall immediately implement the measures set forth the Stage I goals outlined in the City's "Water Conservation and Drought Management Plan".

C. STAGE TWO DROUGHT. Stage Two of a drought shall exist when the Public Works Director, or his or her designee, determines that water demand continues to exceed 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 by executive order impose the following regulations.

- (1) Lawn and landscape irrigation shall be limited to 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.
- (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 90% of available water source capacity in spite of the 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 regulations.

- (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.
- (3) Use of water in ornamental fountains, ponds, or other aesthetic water features shall be prohibited.
- (4) A moratorium prohibiting 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.
- (6) The use of water for filling or refilling all private and public swimming pools shall be prohibited.
- (7) The irrigation of all golf courses, whether public or private, shall be prohibited.

D. 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.

Modify existing paragraphs as follows:

13- 1-23. WATER EMERGENCIES.

The Mayor may declare by executive order, or the City Council may declare by resolution, a state of water emergency when it appears to the Mayor or the City Council that the City's water sources are incapable of producing sufficient water to meet all the needs of the City's water users.

(A) During a declared water emergency, water service may be interrupted in any or all parts of the City in order to effect repairs, provide water for fire fighting, or for any other good cause. Upon the expiration of the emergency, water service shall be restored without charge.

(B) Upon such a declaration, and for the duration of the state of water emergency, it shall be unlawful to use Park City Municipal water supply water for outside irrigation, watering, or sprinkling uses, except as provided in Paragraph "(C)" of this section.

(C) The declaration of state of water emergency shall specify outside watering and irrigation schedules and may specify other water conservation measures appropriate to the circumstances of the emergency.

~~(D) Violations of this section are infractions punishable by a fine but not imprisonment. The maximum fine shall not exceed five hundred dollars (\$500.00) for each violation.~~

(E) (D) The owner or tenant of property cited for illegal watering or irrigation under this Title shall be required to pay a penalty in the amount set forth by resolution and, if the allegations in the citation are not contested, may forfeit the penalty in lieu of trying the charges.

(F) (E) Bail and/or fines shall be paid to Park City Municipal Corporation by cash or check to the City's post office box (which shall be stated on all citations) or at the City offices. Unpaid, uncontested bail forfeitures and fines may be debited against the municipal water account of the cited party and will be subject to collection pursuant to City water bill collection policies.

(G) (F) The provisions of this Title shall not apply insofar as the watering restrictions established herein are in conflict with any provision of the Park City Land Management Code.

13-1- 27 28 PENALTY.

All violations of this Title, ~~except those set forth in Sections 13-1-23,~~ shall be a Class B misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000) and incarceration not exceeding six (6) months. Unauthorized taking of water is theft of services and may be a felony if the taking exceeds a value of one thousand dollars

(\$1,000).

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

PASSED AND ADOPTED this 12th day of June 2003.

Resolution No.

**RESOLUTION ADOPTING A WATER CONSERVATION
AND DROUGHT MANAGEMENT PLAN
FOR PARK CITY, UTAH**

WHEREAS, the health, safety and economic well-being of the Park City citizenry is of the utmost concern and priority of the City Council; and

WHEREAS, Utah is entering the fifth year of a severe drought cycle; and

WHEREAS, planning for water conservation and drought management is important to ensure availability of water to meet priority needs of Park City residents; and

WHEREAS, a written plan for water conservation and drought management will provide direction for City Council and staff to quickly respond to water shortages

NOW, THEREFORE BE IT RESOLVED:

SECTION 1. ADOPTION OF PROGRAM AND POLICY. The Mayor and City Council hereby adopt Exhibit A, the Water Conservation and Drought Management Plan outlining associated goals, objectives, and policies.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED June 12, 2003.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

**SEE PLAN UNDER
SEPARATE COVER**

DATE: June 12, 2003
DEPARTMENT: Office of Capital Management and Budget
AUTHOR: Mark Christensen
TITLE: Public Hearing for the FY 2003 Amended Budget, FY 2004
Recommended Budget, and FY 2005 Financial Plan
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATION: Review the budget and conduct a public hearing on June 12th and 19th; adopt the ordinance establishing compensation for City Council for FY 2004 and FY 2005.

DESCRIPTION:

A. Topic: FY2003 Amended Budget, FY2004 Recommended Budget, and FY2005 Financial Plan

B. Background: Beginning May 1st, Staff presented to Council the Budget document and provided an overview of the operating budget, including Capital expenditures. On June 5th Council adopted a tentative budget for Park City and its related agencies. The goal of the June 12th meeting will be to review and to comment on the changes that have been made to date, hold a public hearing, adopt an ordinance establishing compensation for City Council and the Mayor, and provide policy direction on the issues covered in this report. Any additional changes, questions, or budget issues should be addressed before June 19th, when Council will adopt the FY 2003 Amended Budget and FY 2004 Recommended Budget.

Budget Timeline

June 12 – Public Hearing; adoption of the amended Fee Resolution (separate staff report); adoption of the Council compensation ordinance for FY 2004 & FY 2005.

June 19 – Public Hearing; adoption of the FY 2003 Amended Budget and FY 2004 Recommended Budget.

C. Analysis:

City Council Compensation: Attachment A is an ordinance establishing compensation for the Mayor and City Council for FY 2004 and FY 2005. Each year reflects an increase of 2 percent to remain consistent with citywide adjustments. Please see the attached market analysis for mayor and city council compensation (Attachment B).

City Council and the Mayor also currently receive single-coverage medical benefits totaling approximately \$238 per month. All full-time regular employees are budgeted for family-coverage health and dental insurance (\$842 per month).

In FY 2004 costs, full family and dental coverage for City Council and the Mayor would cost approximately \$57,000 and would constitute an increase of about \$40,000 to what is currently provided. Insurance costs are expected to increase this fall, however (BlueCross Blue Shield has requested an initial change of 18.6%), so actual costs will likely increase (see table below). Council should provide direction regarding medical and dental benefits this week for final adoption of the budget on June 19th. Council could simply approve the Mayor/City Council compensation ordinance and address benefit increased in July.

A work session has been scheduled for July to facilitate a more in depth discussion of City Council compensation and related issues.

Arts Policy: In December of 2002, staff presented City Council with a matrix of options for art policies. Those policies included several layers of commitment to the arts from the City. Council directed staff to revise some internal art policies and come back to Council for the remaining items during the budget process due to their fiscal implications. In May of 2003, the Planning Department completed a public art policy for City-owned property which provides an application process for artists to display their art on City-owned property.

Currently a special service contract with the Arts Council has been recommended by the Special Service Contracts sub-committee for \$20,000 which will specify the services that the Arts Council will provide for the community.

The remaining art policy has several options, including a policy to require a 1-2 percent of City's Capital project funds, for designated projects, to go towards public art or Council could designate a specific amount of money in the CIP for art. Staff would like direction from Council on June 12th as to which of these two options should be explored further, at which time staff will return with specific options and criteria for these policies. If Council chooses to implement a 1-2 percent of capital projects policy and require managers to fund out of existing budgets, there is not a budget increase at this time. The 1-2 percent would be limited to capital projects over \$25,000 and exclude water, streets, maintenance, and other infrastructure related projects. See attached sample resolution (Attachment C) of such a policy from the City of Grand Junction Colorado. If Council chooses the latter option, it would be necessary for Council to put aside specific funds (\$100,000-\$200,000) prior to budget adoption on June 19th.

Please also note that an additional \$65,000 is currently in the budget for Olympic legacies/art.

Summary:

By State law, Council is required to adopt a balanced budget by June 19, 2003. On June 12th, Council will need to provide direction for any budget issues that are to be adopted this fiscal year.

D. Department Review: - City Manager, OCMB

ALTERNATIVES:

- A. 1) Adopt the Ordinance establishing compensation for the Mayor and City Council for FY 2004 and FY 2005; and**
2) Provide Direction about Budget Issues and Policies
- B. Continue the Item** - June 19th, 2003 is the last date on which adoption (No Tax Increase Rate) can occur in order for us to meet the filing deadlines with the County and State if there is no property tax increase.
- C. Do Nothing**

SIGNIFICANT IMPACTS: The City's budget must be balanced. Staff recommends that Council provide policy direction on budget issues.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION: Council should direct staff on any unresolved budget issues on June 12th in order to make changes by June 19th

RECOMMENDATION: The City Council should follow the budget presentation schedule described above and provide direction concerning budget policies and issues if needed. The Council should:

- a) Hold a public hearing for the FY 2003 Amended Budget, FY 2004 Recommended Budget, and the FY 2005 Financial Plan:
- b) Adopt the Ordinance establishing compensation for the Mayor and City Council for FY 2004 and FY 2005; and
- c) Provide direction on Council health and dental coverage

Attachments:

- A. Ordinance establishing compensation for Mayor and City Council for FY 2004 & FY 2005
- B. Compensation Comparison
- C. Sample Art Resolution (from City of Grand Junction)



Ordinance No. _____

**ORDINANCE ESTABLISHING COMPENSATION
FOR THE MAYOR AND CITY COUNCIL FOR FISCAL YEAR 2003 – 2004 AND
FISCAL YEAR 2004-2005 IN PARK CITY, UTAH**

WHEREAS, the City Council has the power to establish compensation schedules pursuant to UCA Section 10-3-818; and

WHEREAS, the number of duties for the Mayor and City Council is significant and each elected officer is required to devote considerable time and expense to public service and community affairs; and

WHEREAS, according to state law, a public hearing was duly advertised and held on June 19, 2003;

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

**SECTION 1. COMPENSATION FOR MAYOR AND CITY
COUNCIL ADOPTED:** The following salary levels are hereby adopted:

	<u>FY 2003-2004</u>	<u>FY 2004-2005</u>
Mayor	\$1,573 per month	\$1,604 per month
City Council	\$ 927 per month	\$ 945 per month

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 12th day of June, 2003

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

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Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Council/Mayor Compensation - June 2003
Average of the Top Five and Current Single Health & Dental Coverage

City Councilor

City	Actual Annual	Actual Monthly	Hourly	Benefit \$\$	TCV
Aspen	20,400	1,700	9.81	385	12.03
Orem	8,976	748	4.32	696	8.33
St. George	12,000	1,000	5.77	438	8.30
Telluride	9,600	800	4.62	448	7.20
West Valley	14,750	1,229	7.09	0	7.09
Average	13,145	1,095	6.32	393	8.59
Park City	10,895	908	5.24	238	6.61
Difference	(2,250)	(188)	-1.08	-155.4	-1.98
% of Difference	-17.12%	-17.12%	-17.12%	-39.50%	-23.04%

Mayor

City	Actual Annual	Actual Monthly	Hourly	Benefit \$\$	TCV
St. George	30,000	2,500	14.42	438	16.95
Aspen	27,900	2,325	13.41	385	15.63
Orem	17,952	1,496	8.63	696	12.65
Telluride	18,000	1,500	8.65	502	11.55
Park City	18,498	1,542	8.89	238	10.27
West Valley	20,350	1,696	9.78	0	9.78
Average	22,117	1,843	10.63	377	12.81
Park City	18,498	1,542	8.89	238	10.27
Difference	(3,619)	(302)	-1.74	-138.5	-2.54
% of Difference	-16.36%	-16.36%	-16.34%	-36.79%	-19.86%

Council/Mayor Compensation - June 2003
Average of the Top Five & Family Health & Dental Coverage

City Councilor

City	Actual Annual	Actual Monthly	Hourly	Benefit \$\$	TCV
Aspen	20,400	1,700	9.81	385	12.03
Orem	8,976	748	4.32	696	8.33
St. George	12,000	1,000	5.77	438	8.30
Telluride	9,600	800	4.62	448	7.20
West Valley	14,750	1,229	7.09	0	7.09
Average	13,145	1,095	6.32	393	8.59
Park City	10,895	908	5.24	842	10.10
Difference	-2250	-188	-1.08	448.6	1.51
% of Difference	-17.12%	-17.12%	-17.12%	114.03%	17.53%

Mayor

City	Actual Annual	Actual Monthly	Hourly	Benefit \$\$	TCV
St. George	30,000	2,500	14.42	438	16.95
Aspen	27,900	2,325	13.41	385	15.63
Orem	17,952	1,496	8.63	696	12.65
Telluride	18,000	1,500	8.65	502	11.55
Park City	18,498	1,542	8.89	238	10.27
West Valley	20,350	1,696	9.78	0	9.78
Average	22,117	1,843	10.63	377	12.81
Park City	18,498	1,542	8.89	842	13.75
Difference	(3,619)	(302)	-1.74	465.5	0.94
% of Difference	-16.36%	-16.36%	-16.34%	123.64%	7.35%

CITY OF GRAND JUNCTION
RESOLUTION NO. 20-97

A resolution of the City of Grand Junction creating an Art in Public Places program, authorizing allocation of funds for art in the construction of certain City capital improvement projects, establishing a method of calculating art appropriations for City capital projects, providing for an art selection process, and establishing a Public Art Fund.

WHEREAS, the City of Grand Junction wishes to enhance the aesthetic environment of its public spaces, buildings, and property by integrating high quality urban design and art into its capital improvement projects; and,

WHEREAS, the City wishes to create a more visually pleasing environment and expand the opportunities for residents and visitors to experience quality works of art by facilitating the acquisition, display, and development of such works of art in public places;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO:

Section 1. Purpose.

The purpose of this ordinance is to establish and implement an Art in Public Places program which provides for acquisition by the City of works of art in conjunction with certain City capital improvement projects by requiring that all applicable City projects include funding for a work or works of art to be placed at that site in a location visible and accessible to the general public.

Section 2. Definitions.

Capital Improvement Project means any capital improvement project included in the City of Grand Junction Capital Improvement Plan with a total budgeted allocation of \$50,000 or higher, paid for and/or completed wholly or in part by the City, regardless of the source of funding, for construction, renovation or remodeling of any public building, structure, or park. Projects not subject to this program shall be: Water, Sewer and Sanitation Enterprise Fund projects; land acquisition; projects consisting solely of purchase or installation of equipment, including but not limited to: lighting, traffic signals, signage, underground utilities, electronics, playground, equipment, or HVAC; and projects to resurface, repaint, reroof or overlay existing streets, sidewalks, trails, cart paths, parking lots, buildings, or structures.

Commission on Arts and Culture means the board established and appointed by the City Council pursuant to Resolution No. 44-89.

Public Art Fund means a separate account established by the City to receive monies appropriated to the Art in Public Places program.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Works of Art means all forms of original creations of visual art, including but not be limited to sculpture, painting, fountains, mosaics, graphic arts, printmaking, drawing, photography, ceramics, stained glass, fiber art, woodworking, metal work, and mixed media. Works of art may also include unique and artistic landscaping features or environmental installations when located within a park, and decorative or ornamental architectural embellishments not part of the basic design of a structure or building.

Section 3. Funding.

All appropriations for applicable City capital improvement projects shall include an amount equal to one percent (1%) of the lesser of the City's Engineer's estimate (or other City staff estimate if an engineer's estimate is not available) or the amount of the bid awarded, *i.e., multiply by 0.01* the lesser of any available engineer's estimate or the original bid award for the capital construction project but exclude costs of real property acquisition and exclude the amounts of any subsequent change orders, additions or deletions.

Section 4. Uses of Funds.

Funds appropriated for art shall be transferred to a "Public Art Fund" established for this purpose. Money collected in this fund shall be used solely for selection, acquisition, purchase, commissioning, placement, installation, exhibition and display of works of art. Artwork may be temporary or permanent, may be integral to the architecture, and/or may be incorporated into the site of the construction project for which the appropriation is allocated or may be placed at a more appropriate site maintained within the same City department.

Any costs and responsibilities associated with administration of this program shall be reflected in the budget of the Grand Junction Commission on Arts and Culture or other appropriate department of the City, and any costs and responsibilities associated with maintenance or repair of the artwork shall be reflected within the budget of the department having possession of the work.

Any excess or unexpended funds in the "Public Art Fund" shall carry forward in this account at the end of each fiscal year and may be allocated in conjunction with future capital improvement projects.

Section 5. Responsibilities.

Responsibility for administration of the Art in Public Places Program shall rest with the Grand Junction Commission on Arts and Culture. The Commission shall establish and amend, with City Council approval, criteria and guidelines governing the selection, acquisition, purchase, commissioning, placement, installation, and maintenance of works of art. Selection and placement of works of art shall be in conjunction with representatives of the City Council and the City department responsible for the specific capital improvement project.

Following placement or installation, maintenance and repair of the artwork shall be the responsibility of the department having possession of the work. Any proposed works of art requiring extraordinary operation or maintenance expenses shall receive prior approval of the department head responsible for such operation or maintenance.

Section 6. Public Art Fund.

There is hereby established a "Public Art Fund" into which shall be deposited funds appropriated pursuant to Section 3 of this ordinance, together with any other funding appropriated by City Council for the purchase of works of art, and any grants or donations received from other sources for this purpose. Funds shall be approved for expenditure in accordance with City financial policies, department regulations, and criteria established pursuant to Section 5 of this ordinance.

Section 7. Other Works of Art.

Nothing in this ordinance shall be construed to preclude the selection, acquisition, purchase, commissioning, placement, or installation of works of art in public places other than those placed pursuant to this ordinance.

Passed and adopted this 19th day of February, 1997.

ATTEST

/s/ Linda Altman
President of the Council

/s/ Stephanie Nye
City Clerk

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DATE: June 12, 2003
DEPARTMENT: Building Department
AUTHOR: Ron Ivie
TITLE: Proposed ordinance regulating the display, sale, and use of fireworks for the 2003 fire season
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATIONS: Hold a public hearing and adopt the proposed ordinance regulating the display, sale, and use of fireworks for the 2003 fire season.

DESCRIPTION:

A. Topic.

2003 Fireworks Ordinance.

B. Background and Analysis.

The State of Utah, including Summit County and Park City, is entering its fifth consecutive year of drought. Early spring rains, combined with record high temperatures in May, have produced a high level of light fuels (grasses and other light vegetation) in the Park City area. The Park City Fire Marshall, aware of these concerns and that Park City and Summit County have the greatest amount of wildland/urban interface in the state, desires to adopt legislation aimed at protecting Park City from the potential hazard of wildfires ignited by the use of fireworks.

Consistent with Council direction, staff has coordinated with Summit County in order to create a uniform fireworks regulatory scheme. The County Commission is tentatively scheduled to review their draft 2003 ordinance on June 11th. The City's draft ordinance, like the Summit County ordinance, essentially mirrors the County's 2002 fireworks ordinance adopted on June 20th of last year.

The primary elements of the ordinance are as follows:

1. 2003 Fire Season: Defined as June 1 through October 1, 2003;
2. Use: The use of all Class C fireworks is prohibited for the entire 2003 Fire Season; use of all other explosives and fireworks (as defined at Utah Code Section 53-7-202) is prohibited from July 21-27, 2003;
3. Display & Sale: The display and sale of all explosives and fireworks (as defined at Utah Code Section 53-7-202) is prohibited from July 21-27, 2003;
4. Public Displays: Public displays performed by duly licensed "display operators" and approved by the Park City Fire Marshall are permitted (all approved public displays are required to incorporate on-site monitoring and fire suppression); and

5. **Penalties:** Pursuant to Utah Code Section 53-7-226, violations of the ordinance which incorporate portions of Utah Code Section 53-7-220 et. seq., are deemed a Class B misdemeanor and 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.

C. Significant Impacts

Adoption of this ordinance will regulate the display, sale, and use of fireworks for the 2003 fire season as described above.

If the Council declines to adopt the ordinance, Park City will have no local control over the display, sale, and use of fireworks for the 2003 fire season.

D. Alternatives

1. **Approve proposed ordinance.** This is the recommended action.
2. **Modify the Ordinance.** If after public input and discussion the Council desires further changes, it should direct staff accordingly.
3. **Continue the item with direction to Staff.**

E. Staff Review

The City Manager, Building Department, and the Legal Department, have reviewed this matter.

F. Recommendation

Approve the ordinance regulating the display, sale, and use of fireworks for the 2003 fire season.

ORDINANCE NO. 03-

**AN ORDINANCE REGULATING THE USE AND SALE OF FIREWORKS
WITHIN PARK CITY DURING THE 2003 FIRE SEASON**

WITNESSETH

WHEREAS, the City Council of Park City Municipal Corporation, Utah, (herein "City"), in conjunction with the Park City Fire Marshall, Park City Fire District, the South Summit Fire District and the North Summit Fire District, has a desire to reduce the threat of wild fires within and outside the City limits; and

WHEREAS, based on the forecasted drought, the fire risk for the year 2003 is expected to be high from June 1, 2003 through October 1, 2003; and

WHEREAS, early spring rains have combined with record 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, Park City and Summit County have the greatest amount of wildland/urban interface in the state of Utah, and

WHEREAS, the City and each of the fire districts desire to reduce the risk of wild fires which may cause extensive damage within the City and County areas; 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 though 53-7-225 of the Utah Code; and

WHEREAS, this ordinance based on specific environmental factors identified by the Park City Fire Marshall 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 though 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 2003 shall be from June 1, 2003 through October 1, 2003.

SECTION 2. The use of any and all class "C" fireworks, shall be prohibited during the entirety of the 2003 fire season. Class "C" fireworks as defined by U.C.A. Section 53-7-202(7)(a) include:

- (a) a firecracker, cannon cracker, salute, cherry bomb, or other similar explosive;
- (b) a bottle rocket, skyrocket or any device other than a model rocket that uses combustible or explosive material and rises more than 15 feet when discharged;
- (c) a roman candle or other device that discharges balls of fire over 15 feet in height;
- (d) a tube or cone aerial firework that propels comets, shells, salutes, flash shells, or similar devices more than 15 feet into the air; and
- (e) a chaser, whistler, or other device that darts or travels more than ten feet laterally on a smooth surface or exceeds 15 feet in height when discharged.

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, 2002 and July 27, 2002, 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 Marshall 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 thereof 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 its approval and passage.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Attest:

Janet M. Scott, City Recorder

Approved as to Form:

Mark D. Harrington, City Attorney

DATE: June 12, 2003
DEPARTMENT: OCMB
AUTHOR: Gary Hill
TITLE: Resolution amending Section 2, Water Fees; and Section 7, Parking Violations, Towing, and Impound Fees. This replaces Resolution 03-03 in its entirety.
TYPE OF ITEM: Legislative

SUMMARY RECOMMENDATION: Review the resolution for the proposed fee amendments to Water Fees, Parking Violations, Towing and Impound Fees. Hold a public hearing and consider any public input, and adopt the resolution with any revisions deemed necessary.

DESCRIPTION:

A. Topic

Amendment to City's Fee Schedule – Water Fees, Parking Violations, Towing and Impound Fees.

B. Background:

Water Rates - The increase in water rates was presented to the City Council by staff on May 8, 2003. This presentation included a recommendation to increase 8% in FY2004 and 8% in FY2005. Rick Giardina and Associates (RGA) have recommended a total increase of 34% for the next five years to meet objectives. This rate structure is to:

- Provide adequate revenues to pay for the operation of the water system;
- Discourage wasteful water use and encourage conservation;
- Define a rate structure that is easy to administer and simple for the customer to understand;
- Promote a rate structure that is equitable and minimizes public controversy.

Additional increases of 5% in FY2006, 6% in FY2007 and 7% in FY2008 are proposed. The Budget will be adjusted for June 19th to reflect these adopted rates.

Water Meter Fees

In 2004, the Water Department staff is proposing to retrofit each residential water meter with a radio read device (MXU) at a cost of \$135 per meter. The system will replace the existing touch read system that prevents meter reading during the winter as a result of snow covered meters. In parallel with retrofitting existing meters with radio read capability, staff recommends that the meter fees be increased to include MXU's on all new meters. The increase to meter fees is shown in the table presented in paragraph 2.3 of Section 2 WATER FEES (found in Exhibit A) and the Analysis section below.

Parking Violations, Towing and Impound Fees – On May 8, 2003, Public Works staff presented City Council with an update to the City's parking management program. In conjunction with direction to relocate parking meters, Council provided input on a graduated fine structure. Staff's recommendations have been incorporated into the City's Fee Resolution and are described in the Analysis section below.

Additionally, staff proposes relocating the fee for vehicle immobilization (i.e. – booting) from the Parking Code to the Fee Resolution. The fee (\$35) will not increase. On June 12, Public Works staff will discuss this and other proposed revisions to the Parking Code during work session (see Public Works staff report).

C. Analysis:

Section 2 – Water Fees

The Water Department recommends the following adjustments for FY 2004. They can also be found in Exhibit A.

- 2.3 - Water Meter Fees

Meter Size	Proposed Fee
3/4 “	\$255
1 “	\$315
1.5 “	\$505
2 “	\$655
3 “	\$935
4 “	\$1,545
6 “	\$3,140
8 “	\$4,780

- 2.4.1 - Base Rates - Individually Metered Residential (single-family, condo, townhouse)

<u>Meter size</u>	<u>Monthly Base/Demand Charge</u>
5/8 x 3/4"	\$10.80
1"	\$14.58
1 1/2"	\$17.28

Other than Individually Metered Residential

<u>Meter Size</u>	<u>Monthly Base/Demand Charge</u>
3/4"	\$14.04
1"	\$23.76
1 1/2"	\$50.76
2"	\$105.84
3"	\$275.40
4"	\$500.04
6"	\$942.84
8"	\$1623.24
Construction Meter	\$62.64
Indigent Rate*	\$2.00

*Indigent Rate includes 10,000 gallons. Water consumption greater than 10,000 gallons is charged per the normal block structure presented in paragraph 2.4.3.

- 2.4.2 - Water Consumption Rates - All water delivered through each meter serving commercial customers all year and all other customers between October 1 and May 31 of each year shall be charged at the rate of \$1.89 per thousand gallons.
- 2.4.3 - Water Conservation Rates - All water delivered through each meter serving single family residential, multi-family residential and landscape irrigation customers per month between June 1 and September 30 of each year shall be billed at the following rates:

Type	Block 1 \$1.35/k-gal	Block 2 \$2.16/k-gal	Block 3 \$3.51/k-gal	Block 4 \$5.40/k-gal
Single Family/Condo 3/4" to 1.5"	0-5,000	5,001- 30,000	30,001 -80,000	Over 80,000
Multi-Family 3/4"				
1"	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1.5"	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
2"	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
3"	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
4"	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
6"	0-150,000 0-180,000	150,001-500,000 180,001-600,000	500,001-1,000,000 600,001-1,200,000	Over 1,000,000 Over 1,200,000
Irrigation 3/4"				
1"		0-56,000 0-90,000	Over 56,000 Over 90,000	
1.5"		0-185,000	Over 185,000	
2"		0-300,000	Over 300,000	
3"		0-600,000	Over 600,000	
4"		0-935,000	Over 935,000	
6"		0-1,865,000	Over 1,865,000	

Construction water will be charged at the rate of \$2.48 per 1000 gallons.

Section 7 – Parking Violations, Towing and Impound Fees

The following are updates to Section 7 of the Fee Resolution dealing with parking fines and related fees (Attachment A). The specific fee changes can be seen in Exhibit A and are briefly described below:

- 7.1 - Fines for meter and time limit violations are as follows:

First violation per registered owner(s):

\$3 from the date of violation until five (5) days following the violation, escalating to:

\$20 after 5 days;
\$40 after 14 days;
\$60 after 30 days;
\$80 after 60 days

Second thru Fifth (2nd - 5th) violation per registered owner(s):
\$20 from the date of violation until fourteen (14) days following the violation,
escalating to:

\$40 after 14 days;
\$60 after 30 days;
\$80 after 60 days

More than five (>5) violations per registered owner(s):
\$40 from the date of violation until fourteen (14) days following the violation,
escalating to:

\$60 after 14 days
\$80 after 30 days
\$100 after 60 days

- 7.2 - Fines for mobility disabled space violations are as follows:

\$150 from the date of violation until fourteen (14) days following the violation,
escalating to:

\$170 after 14 days;
\$190 after 30 days;
\$210 after 60 days

- 7.3 - Fines for Special Event Parking Permit Violations are as follows:

\$150 from the date of violation until fourteen (14) days following the violation,
escalating to:

\$170 after 14 days;
\$190 after 30 days;
\$210 after 60 days

- 7.4 - Fines for all other parking violations are as follows:

\$30 from the date of violation until fourteen (14) days following the violation,
escalating to:

\$50 after 14 days;
\$70 after 30 days;
\$90 after 60 days

More than five (5) violations per registered owner(s):
\$50 from the date of violations until (14) days following the violation escalating
to:

\$70 after 14 days;
\$90 after 30 days;

\$110 after 60 days

- 7.8 Immobilization Fee \$35

D. Department Review

Office of Capital Management and Budget, The City Attorney's Office, City Manager, and the Public Works Department.

ALTERNATIVES:

A. Approve the Request – Council should adopt the Fee Resolution and update water fees and parking fines. This is staff's recommendation.

B. Amend the Request – Council could amend staff's recommendations and direct staff to change the Fee Resolution as required.

C. Continue the Item – Council could choose not to take action at this time and consider the fee resolution on another date.

C. Deny the Request – Council could deny the request and direct staff to present a new resolution incorporating Council direction at another meeting.

CONSEQUENCES OF NOT TAKING THE RECOMMENDED ACTION:

The recommended water fee and the parking violation rate adjustments were reviewed by City Council and are the result of careful analysis. In both cases, not adopting the changes would disrupt the graduated fee increase schedules approved by City Council. In addition, no change in the fee rate schedules would have significant budgetary impacts for the Public Works Department in future years.

RECOMMENDATION:

Staff is requesting the City Council review the resolution for the proposed fee schedule amendments, hold a public hearing, consider any public input, and adopt the resolution with any revisions deemed necessary.

RESOLUTION NO.

**A RESOLUTION AMENDING SECTION 2 WATER FEES AND SECTION 7
PARKING VIOLATIONS, TOWING AND IMPOUND FEES AND REPEALING
RESOLUTION 11-03 IN ITS ENTIRETY.**

WHEREAS it is necessary to update the fee resolution to reflect the changing costs of performing services; and

WHEREAS, a public hearing was held on June 12, 2003, to receive public comments on the user fee increases,

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit A, and Resolution 03-03 hereby repealed in its entirety.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect upon adoption.

PASSED AND ADOPTED this 12th day of June, 2003.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approve as to form:

Mark D. Harrington, City Attorney

**Exhibit A - Park City Fee Schedule
(Revised 06/12/03) - only affected
sections attached.**

Meter Size	Fee
3/4	\$120 <u>\$225</u>
1	\$180 <u>\$315</u>
1.5	\$370 <u>\$505</u>
2	\$520 <u>\$655</u>
3	\$800 <u>\$935</u>
4	\$1,410 <u>\$1,545</u>
6	\$3,005 <u>\$3,140</u>
8	\$4,645 <u>\$4,780</u>

2.4 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.4.1 Base Rates

Individually Metered Residential (single-family, condo, townhouse)

<u>Meter size</u>	<u>Monthly Base/Demand Charge</u>	
5/8 x 3/4"	\$10.00	<u>\$10.80</u>
1"	\$13.50	<u>\$14.58</u>
1 1/2 "	\$16.00	<u>\$17.28</u>

Other than Individually metered Residential

<u>Meter Size</u>	<u>Monthly Base/Demand Charge</u>	
3/4"	\$13.00	<u>\$14.04</u>
1"	\$22.00	<u>\$23.76</u>
1 1/2"	\$47.00	<u>\$50.76</u>
2"	\$98.00	<u>\$105.84</u>
3"	\$255.00	<u>\$275.40</u>
4"	\$463.00	<u>\$500.04</u>
6"	\$873.00	<u>\$942.84</u>
8"	\$1503.00	<u>\$1623.24</u>
Construction Meter	\$58.00	<u>\$62.64</u>
Indigent Rate*		<u>\$2.00</u>

Indigent Rate includes 10,000 gallons. Water consumption greater than 10,000 gallons is charged per the normal block structure presented in paragraph 2.4.3.

Construction water will be charged at the rate of \$2.30 per 1000 gal. (Moved to paragraph 2.4.3.)

2.4.2 Water Consumption Rates All water delivered through each meter serving commercial customers all year and all other customers between October 1 and May 31 of each year shall be charged at the rate of ~~\$1.75~~ \$1.89 per thousand gallons.

2.4.3 Water Conservation Rates

All water delivered through each meter serving single family residential, multi-family residential and landscape irrigation customers per month between June 1 and September 30 of each year shall be billed at the following rates:

Type	Block 1 \$1.25 <u>\$1.35/k-gal</u>	Block 2 \$2.00 <u>\$2.16/k-gal</u>	Block 3 \$3.25 <u>\$3.51/k-gal</u>	Block 4 \$5.00 <u>\$5.40/k-gal</u>
Single Family/Condo 3/4" to 1.5"	0-5,000 Gal	5,001- 30,000 Gal	30,001 -80,000 Gal	Over 80,000 Gal
Multi-Family 3/4" 1" 1.5" 2" 3" 4" 6"	0-10,000 Gal 0-17,000 Gal 0-30,000 Gal 0-48,000 Gal 0-96,000 Gal 0-150,000 Gal 0-180,000 Gal	10,001-36,000 Gal 17,001-57,000 Gal 30,001-100,000 Gal 48,001-160,000 Gal 96,001-320,000 Gal 150,001-500,000 Gal 180,001-600,000 Gal	36,001-80,000 Gal 57,001-120,000 Gal 100,001-200,000 Gal 160,001-320,000 Gal 320,001-640,000 Gal 500,001-1,000,000 Gal 600,001-1,200,000 Gal	Over 80,000 Gal Over 120,000 Gal Over 200,000 Gal Over 320,000 Gal Over 640,000 Gal Over 1,000,000 Gal Over 1,200,000 Gal
Irrigation 3/4" 1" 1.5" 2" 3" 4" 6"		0-56,000 Gal 0-90,000 Gal 0-185,000 Gal 0-300,000 Gal 0-600,000 Gal 0-935,000 Gal 0-1,865,000 Gal	Over 56,000 Gal Over 90,000 Gal Over 185,000 Gal Over 300,000 Gal Over 600,000 Gal Over 935,000 Gal Over 1,865,000 Gal	

6.2 Copies in Excess of 50 Pages

Outside copy facilities: For requests for copies in excess of 50 pages, the city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Compiling Documents (In a form other than that maintained by the city)

\$50.00 per request or \$20.00 per employee hour required to compile the record, whichever is greater.

SECTION 7. PARKING VIOLATIONS, TOWING AND IMPOUND FEES

7.1 Fines for meter and time limit violations are as follows:

First violation per registered owner(s):

\$3 from the date of violation until five (5) days following the violation, escalating to:

\$20 after 5 days;

\$40 after 14 days;

\$60 after 30 days;

\$80 after 60 days

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

~~\$15~~ \$20 from the date of violation until ~~thirty (30)~~ fourteen (14) days following the violation, escalating to:

~~\$22~~ \$40 after ~~30~~ 14 days;

~~\$42~~ \$60 after ~~60~~ 30 days;

~~\$62~~ \$80 after ~~90~~ 60 days

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

\$40 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60 after 14 days

\$80 after 30 days

\$100 after 60 days

7.2 Fines for mobility disabled space violations are as follows:

\$150 from the date of violation until ~~thirty (30)~~ fourteen (14) days following the violation, escalating to:

~~\$157~~ \$170 after ~~30~~ 14 days;
~~\$177~~ \$190 after ~~60~~ 30 days;
~~\$197~~ \$210 after ~~90~~ 60 days

7.3 Fines for Special Event Parking Permit Violations are as follows:

\$150 from the date of violation until ~~thirty (30)~~ fourteen (14) days following the violation, escalating to:

~~\$157~~ \$170 after ~~30~~ 14 days;
~~\$177~~ \$190 after ~~60~~ 30 days;
~~\$197~~ \$210 after ~~90~~ 60 days

7.4 Fines for all other parking violations are as follows:

~~\$25~~ \$30 from the date of violation until ~~thirty (30)~~ fourteen (14) days following the violation, escalating to:

~~\$32~~ \$50 after ~~30~~ 14 days;
~~\$52~~ \$70 after ~~60~~ 30 days;
~~\$72~~ \$90 after ~~90~~ 60 days

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

\$50 from the date of violation until fourteen (14) days following the violation, escalating to:

\$70 after 14 days;
\$90 after 30 days;
\$110 after 60 days;

7.5 A parking permit for the first through the third level of the China Bridge Parking Structure and the Gateway Garage will be \$75 annually, \$50 if purchased after April 1st of each calendar year.

7.6 The City Manager may implement a Special Event Parking Permit AND; Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits will not exceed \$50 per day.

7.7 An administrative fee of \$20 will be charged per vehicle for towing. In addition to the administrative fee there is a fee, negotiated with private providers, for a basic tow, or state impound, or accident tow and which may vary annually. These towing charges are outlined in the Park City Police Department Towing Rate Scale. Vehicles stored in the City lot will be charged \$3 per day. Vehicles stored in private lots are subject to market pricing, negotiated with the Park City Police Department, and outlined in the Park City Police Department Towing Rate Schedule.

7.8 Immobilization Fee \$35

SECTION 8. LEISURE SERVICE AND FACILITY RENTAL FEES

8.1 Purpose and Philosophy Leisure Services Administration, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Recreation Department, Racquet Club and Golf Course have been established as enterprise funds and should be primarily supported by revenues other than taxes. This policy applies to Recreation/Racquet Club and Golf Course Enterprise funds.

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

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

8.2 Cost Recovery It is the intent of the City to recover roughly 80% of the operations and maintenance expenses incurred by the Recreation Department and the Racquet Club and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

- A. Increases in program participation.
- B. Fees charged for non-recreational use of facilities (conventions/special events)

