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

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, June 9, 2005.

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

Work Session – City Council Chambers
4:30 p.m. Council questions/comments
4:45 p.m. Final budget review

- Impact fees
- Policies and procedures
- Outstanding issues

5:30 p.m. Review of regular meeting

- Loan extension for Mountainlands
- Miners Hospital leases
- Homeland security grant

5:50 p.m. Break

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

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

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

IV CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance approving the Summer Subdivision plat located at 88 King Road, Park City, Utah

2. Arts Festival Master Festival License and City Services Agreement – Kimball Art Center

V CONSENT AGENDA

1. Ordinance approving the Summer Subdivision plat located at 88 King Road, Park City, Utah

2. Arts Festival Master Festival License and City Services Agreement – Kimball Art Center

3. Lease with the Summit County/Park City Arts Council for space located in the Miner's Hospital, 1354 Park Avenue

4. Lease with Mountain Mediation for space located in the Miner's Hospital, 1354 Park Avenue

5. Lease with Mountain Trails for space located in the Miner's Hospital, 1354 Park Avenue

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

VI PUBLIC HEARING

1. Ordinance amending Title 11, Buildings and Building Regulations, Chapter 13, Impact Fees of the Municipal Code of Park City, Utah increasing impact fees

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

VII NEW BUSINESS

1. Approval of 120 day extension for a $100,000 loan to Mountainlands Community Housing for the 555 Deer Valley Drive affordable housing project

2. Ordinance amending Title 11, Buildings and Building Regulations, Chapter 13, Impact Fees of the Municipal Code of Park City, Utah increasing impact fees

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

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

VIII ADJOURNMENT

A Redevelopment Agency and Municipal Building Authority meeting will be held to adopt their annual budgets. A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted.

Posted: 05/31/05
See www.parkcity.org

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
JUNE 9, 2005

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF APRIL 28, 2004

IV CONSENT AGENDA

Resolution adopting a revised budget for FY 2005 and a budget for FY 2006 for the Park City Redevelopment Agency

V ADJOURNMENT

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JUNE 9, 2005

I ROLL CALL

II PUBLIC INPUT

III MINUTES OF MEETING OF JANUARY 13, 2005

IV CONSENT AGENDA

Resolution adopting a revised budget for FY 2005 and a budget for FY 2006 for the Park City Municipal Building Authority

V ADJOURNMENT

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
JUNE 16 AND 23, 2005

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meetings on Thursday, June 16 and 23, 2005. The Mayor and two City Council members will be participating in the All-America Cities competition in Atlanta, Georgia from June 23 through June 26, 2005. No formal City business will be conducted.

Posted: 06/06/05

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

June 2005
14-17 Innovations in Local Government - Sarasota
16 **No meeting**
25-28 All America Cities – Atlanta
23 **No meeting**
30 Swearing-in of Officer Vai Lealaitafea
Transit Center Land Match Resolution – Gary
Ordinance – 1825 Three Kings Drive, Spiro Condominiums Building A – Record of Survey Plat – Kirsten
Ordinance – 1326 Park Avenue plat amendment – Dave
Ordinance – 1499 Park Avenue final subdivision – Jon
LMC amendments – Section 15-2.21-10 Sensitive Lands Overlay District – Ray
LMC AMENDMENTS, Title 15, Chapter 2 – outdoor merchandise
Municipal Code Amendments, Title 12, Sign Code – public hearing/action - Kirsten/Ray Rocky Mountain Mustang Roundup Master Festival License and Main Street closure from 7 a.m. to 4 p.m. – August 12 – 14, 2005

July 2005
7 Board interviews
Ordinance - 205 Woodside Avenue plat amendment - Dave
14
21 Resolution adopting a strategic plan for City-owned properties
25 Pioneer Day
28 **No meeting**

August 2005
4
11 **No meeting**
18
25

Pending Items:
KPCW 99 year lease
General Plan Update
Regional bus service SLC - work
CDBG preliminary hearing – July

City Council Staff Report

Author:	**Brooks T. Robinson**
Subject:	**Summer Subdivision Final Plat**
	88 King Road
Date:	**June 9, 2005**
Type of Item:	**Administrative**

PLANNING DEPARTMENT

Summary Recommendations:

The Planning Staff requests that the City Council open the public hearing on the Final Plat of the Summer Subdivision located at 88 King Road, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration.

Topic

Applicant	**Judy Summer**
Location	**88 King Road; lots 12, 13, 34 and 35, Block 77 of the Millsite Reservation to Park City**
Zoning	**HRL**
Adjacent Land Uses	**Residential**

Background

The City received an application on April 18, 2005 to combine four Old Town lots into one lot of record. The vacant property is located in the HRL zoning district.The lots are 12, 13, 34 and 35 of the Millsite Reservation located between platted Sampson and Utah Avenues. Platted Sampson is improved with King Road and existing Sampson bisects lots 34 and 35. The westerly portions of lots 34 and 35, including existing Sampson, are proposed to be dedicated to the City. Two small retaining wall easements will be granted to the adjacent property to the south for encroaching walls. The four lots slope steeply to the east.

The Planning Commission heard this proposal at its regular meeting of May 25, 2005, and forwards a positive recommendation.

Analysis

The minimum lot area in the HRL zone is 3,750 square feet. The proposed single lot will be 5,739 square feet in size. The minimum lot width is 37.5 feet; proposed is 50 feet. Front and rear setbacks are required to be 15 feet minimum, 30 feet total. Minimum side yard setbacks are 5 feet; 10 feet total. As the property is currently vacant, any proposed structure will need to meet these setbacks. The maximum height allowed is 27 feet, however, since this lot is subject to the Steep Slopes Conditional Use permit process, additional height may be granted subject to the criteria listed in Section 15-2.1-6 of the Land Management Code.

Access to the property can be from either King Road (platted Sampson) or existing Sampson (near platted Utah) or both. Utility service for a single family home is available to the property.

Department Review
This project has gone through an interdepartmental review. No additional issues have been raised.

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

Alternatives

- The City Council may approve the final plat of the Summer subdivision with the conditions stated, or modify the conditions, or

- The City Council may deny the final plat of the Summer subdivision and direct staff to prepare findings supporting this recommendation, or

- The City Council may continue the discussion to a later date.

Recommendation
The Planning Staff requests that the City Council open the public hearing on the Final Plat of the Summer Subdivision located at 88 King Road, take any input and discuss as necessary. The staff has provided Findings of Fact, Conclusions of Law and Conditions of Approval for the City Council's consideration as found in the Ordinance.

Ordinance No. 05-

AN ORDINANCE APPROVING THE SUMMER SUBDIVISION PLAT LOCATED AT 88 KING ROAD, PARK CITY, UTAH.

WHEREAS, the owners of the property known as 88 King Road have petitioned the City Council for approval of the Summer subdivision plat; and

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

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on May 25, 2005, to receive input on the Summer subdivision plat;

WHEREAS, the Planning Commission, on May 25, 2005, forwarded a positive recommendation to the City Council; and,

WHEREAS, on June 9, 2005 the City Council approved the Summer subdivision plat; and

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

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

SECTION 1. APPROVAL. The Summer subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Summer Subdivision is located at 88 King Road in the HRL zoning district.
2. The lots are 12, 13, 34 and 35 of the Millsite Reservation located between platted Sampson and Utah Avenues.
3. The property is currently vacant. The four lots slope steeply to the east.
4. Platted Sampson is improved with King Road and existing Sampson bisects lots 34 and 35. The westerly portions of lots 34 and 35, including existing Sampson, are proposed to be dedicated to the City.
5. Two small retaining wall easements will be granted to the adjacent property to the south for encroaching walls.
6. The minimum lot area in the HRL zone is 3,750 square feet. The proposed single lot will be 5,739 square feet in size.
7. The minimum lot width is 37.5 feet; proposed is 50 feet.

8. Front and rear setbacks are required to be 15 feet minimum, 30 feet total. Minimum side yard setbacks are 5 feet; 10 feet total.
9. The maximum height allowed is 27 feet; however, since this lot is subject to the Steep Slopes Conditional Use permit process, additional height may be granted subject to the criteria listed in Section 15-2.1-6 of the land Management Code.
10. Any structure must follow the Historic District Design Review.
11. The Planning Commission heard this proposal at its regular meeting of May 25, 2005, and forwards a positive recommendation.

<u>Conclusions of Law</u>

1. There is good cause for this Final Subdivision Plat.
2. The Final Subdivision Plat is consistent with the Park City Land Management Code, the General Plan and applicable State law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed Subdivision Plat.
4. Approval of the Final Subdivision Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

<u>Conditions of Approval</u>

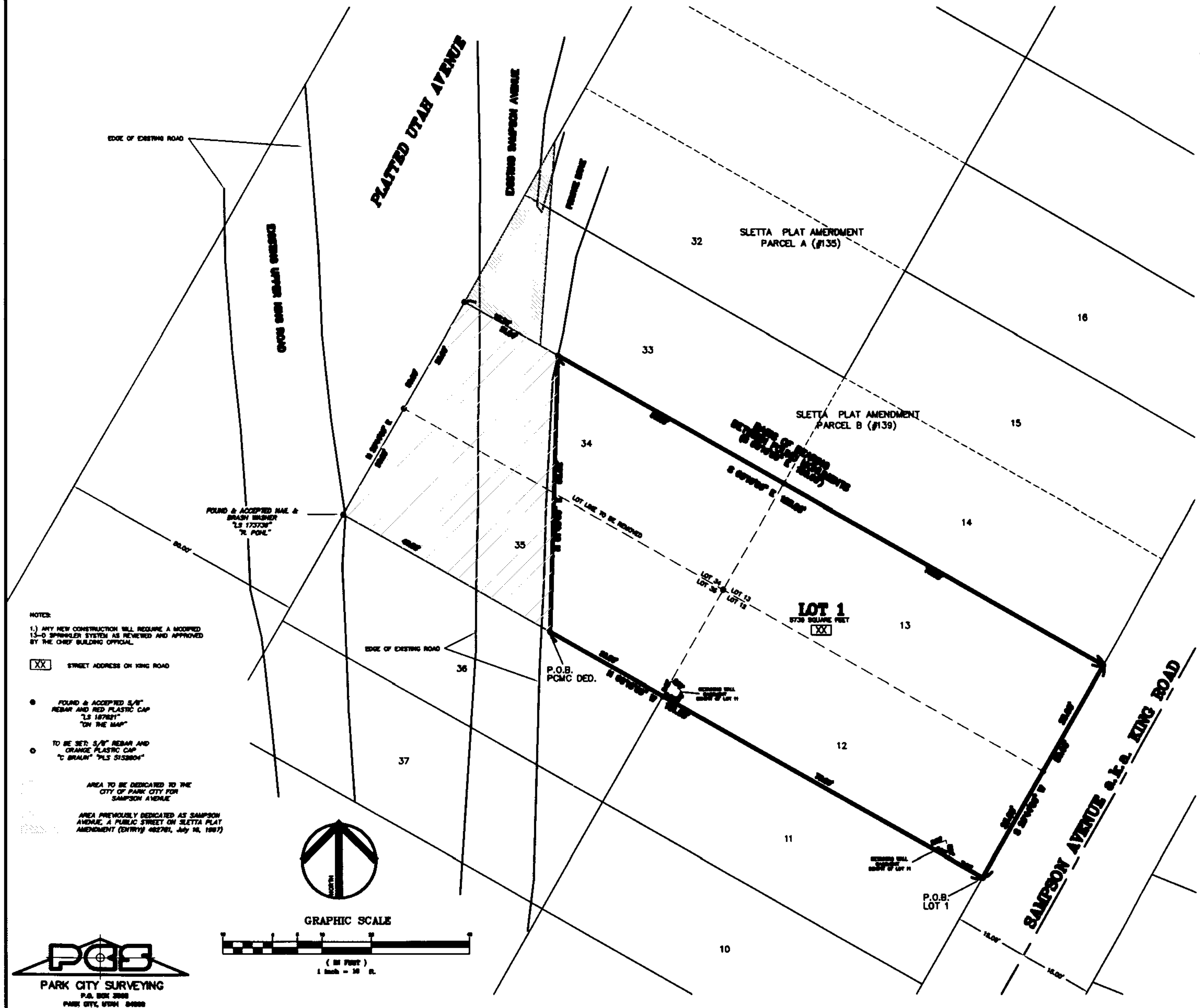
1. The City Attorney and City Engineer will review and approve the final form and content of the Subdivision Plat for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
2. The applicant will record the Subdivision Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. A ten foot snow storage easement is required along King Road (platted Sampson) and existing and newly dedicated Sampson (near platted Utah).

<u>SECTION 2. EFFECTIVE DATE.</u> This Ordinance shall take effect upon publication.

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

SUMMER SUBDIVISION PLAT

LYING WITHIN BLOCK 77 OF THE
MILLSITE RESERVATION TO THE PARK CITY SURVEY
PARK CITY, SUMMIT COUNTY, UTAH



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned owner(s) of the herein described tract of land, to be known hereafter as the Summer Subdivision Plat, do hereby certify that I have caused this plat to be prepared, and I/we, Judy Summer, hereby consent(s) to the recordation of this plat.
ALSO, the owner(s), or his/her representatives, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.

In witness whereof, I have hereunto set my hand this ______ day of ______________, 2005.

____
Judy Summer

ACKNOWLEDGMENT

State of Utah
County of Summit

On this ______ day of ______________ 2005, personally appeared before me, the undersigned Notary Public, in and for said County of Summit, in said State of Utah, Judy Summer the person that executed the within instrument and known to me to be (or proved to me on the basis of satisfactory evidence) the persons who executed the within instrument on behalf of said persons, being duly sworn acknowledged to me that he is the owner of the herein described tract of land and he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

NOTARY PUBLIC ______________ MY COMMISSION EXPIRES ______________

LEGAL DESCRIPTION LOT 1:

Beginning at the Southerly corner of Lot 12, Block 77, Millsite Reservation to Park City, according to the official plat on file and of record in the the Office of the Summit County Recorder, said point also being a point on the Northerly Right-of-Way of Sampson Avenue (existing as King Road) as shown on said Millsite Reservation plat, said point being the POINT OF BEGINNING; thence leaving said right-of-way and along the Southwesterly line of said Lot 12, North 60°16'00" East, a distance of 75.00 feet to the Southerly corner of Lot 35 of said Block 77 of the Millsite Reservation; thence along the Southwesterly line of said Lot 35, North 60°16'00" East, a distance of 26.50 feet; thence leaving said Southwesterly line of Lot 35, North 01°46'00" East, a distance of 56.62 feet to a point on the Northeasterly line of Lot 34, said Block 77 of the Millsite Reservation, thence along said Northeasterly line of said Lot 34 South 60°16'00" West, a distance of 53.06 feet to the Easterly corner of said Lot 34, said point also being the Northerly corner of Lot 13, said Block 77 of the Millsite Reservation; thence along the Northeasterly line of said Lot 13, North 60°16'00" West, a distance of 75.00 feet to the Easterly corner of said Lot 13, said point being on the Northerly Right-of-Way of said Sampson Avenue; thence along said Sampson Avenue and the Southeasterly line of said Lot 14 a distance of 25.00 feet to the Easterly corner of said Lot 12; thence continuing along said right-of-way and along the southeasterly line of said Lot 12 South 60°16'00" East, a distance of 25.00 feet to the POINT OF BEGINNING.

Containing 5,730 square feet or 0.13 acres, more or less.

LEGAL DESCRIPTION OF PARCEL DEDICATED TO THE CITY OF PARK CITY:

Beginning at a point on the Southwesterly line of Lot 35, Block 77, Millsite Reservation to Park City, according to the official plat on file and of record in the the Office of the Summit County Recorder, said point is North 61°16'00" East a distance of 26.50 feet from the Southerly corner said Lot 35, said point being the POINT OF BEGINNING; thence along said Southwesterly line of Lot 35, North 61°16'00" East a distance of 45.50 feet to a point on the southerly right-of-way of platted Utah Avenue; thence along said southerly right-of-way, a distance of 50.00 feet to the northerly corner of Lot 34, said Block 77 Millsite Reservation; thence leaving said Southerly Right-of-Way and along the northeasterly line of said Lot 34, South 60°16'00" East, a distance of 21.94 feet; thence leaving said northeasterly line South 01°46'00" West, a distance of 56.62 feet to the POINT OF BEGINNING.

Containing 1,791 square feet or 0.04 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Christopher R. Braun, certify that I am a Registered Land Surveyor and that I hold Certificate No. 5152804, as prescribed by the laws of the State of Utah, and this Plat was prepared under my direction in accordance with the requirements of Park City Municipal Corporation. I further certify that the property boundaries as shown are correct.

______________________ ______________
Christopher R. Braun Date
PLS 5152804

DATE: APRIL 11, 2005

PAGE 1 of 1

PARK CITY PLANNING COMMISSION	CERTIFICATE OF ATTEST	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
APPROVED AND ACCEPTED BY THE ______ PARK CITY PLANNING COMMISSION ON THIS DAY OF ________ A.D. 20__. ________ CHAIRMAN	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF ________ 2005 A.D. BY ________ PARK CITY RECORDER	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ______ DAY OF ________, 2005 A.D. BY ________ S.B.W.R.D.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ________, 2005 A.D. BY ________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF ________, 2005 A.D. BY ________ PARK CITY ATTORNEY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF ________ 2005 A.D. BY ________ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ________ DATE ______ TIME ____ BOOK ____ PAGE ____ ______ FEE ________ RECORDER

City Council
Staff Report

Special Events and Facilities Department

Author: Max Paap
Subject: Art Festival MOU and City Services Agreement
Date: June 9, 2005
Type of Item: Administrative- Master Festival License

Summary Recommendations:

Review the First Addendum to Park City Municipal Corporation Master Festival and City Services Agreement with the Kimball Art Center and authorize the Mayor to execute as attached in a form approved by the City Attorney.

Description:

Topic:

First Addendum to Park City Municipal Corporation Master Festival and City Services Agreement for the Park City Arts Festival.

Background:

In 2003, the City Council approved a Service Agreement and Master Festival License for the Park City Arts Festival. The previous agreement was for three years, 2002, 2003 and 2004. The agreement was written so it can renew automatically for an additional three years. The Kimball Art Center is interested in modifying the terms of the Agreement, but in previous discussions Council seemed comfortable with only extending the Agreement for one year with an option, after reviewing the success of the 2005 Festival.

Proposed changes to the Festival as per Supplemental Plans on file with the Staff:

<u>Parking Pass Administration.</u>

The Kimball currently prints and distributes the parking passes to Old Town residents for the Arts Festival. The Kimball has proposed that they would still print the parking passes, but would utilize a City facility at scheduled times to aid in distribution to the Old Town residents. The Kimball has requested this to alleviate PR problems at the Kimball with complaints at the front desk and to work around their schedule of having the Kimball closed on Tuesdays.

<u>Ensure Friday Set-up of Booth on Main Street.</u>

In 2004, the Kimball closed Main Street at noon to place and set-up the booths in the center of the street. The daytime set-up allowed the artists to see the lines/markings in the street and helped with the coordination of vehicles. In 2005, the Kimball will open the Festival on Friday evening and in conjunction with their Gallery Stroll, allow the artists to sell their wares. The Festival Shuttle System will not be running Friday evening; however, the Main Street alternative parking lot at Park City Mountain Resort will be operational. There will be no admission charge on that evening.

Festival Layout

At this point, the Kimball feels that due to Swede Alley construction and other logistical challenges they will extend the Festival in a northward direction only to 7th Street. The Flag Pole Lot will also be used for Artist parking as opposed to VIP parking in previous years. The Kimball is confident that the Festival will be successful through their partnerships with the City and the Community. The Brew Pub Lot will consolidate considerably to make up for lost parking, access and construction disruption.

Analysis

In preparation, the City contracted with Wikstrom Economic and Planning Consultants to provide the City with an analysis of the economic impacts the Arts Festival has on Park City. In summary, Park City receives an additional $22,298 in tax revenues from the Park City Arts Festival, while Summit County receives $5,164 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				
	Local Option Sales and Use	Resort Tax	Transit Tax	Total PC	County Option Sales and Use	Transient Room	Restaurant Tax	RAP Tax	Total Summ County
Vendors	$6,167	$8,223	$2,056	$16,446	$13,437	N/A	N/A	$822	$2,878
Lodging	$1,457	$1,943	$486	$3,885	$486	$583	N/A	$194	$1,263
Restaurant	$509	$679	$170	$1,358	$170	N/A	$679	$68	$917
Retail	$228	$305	$76	$609	$76	N/A	N/A	$30	$106
TOTAL	$8,361	$11,150	$2,788	$22,298	$14,169	$583	$679	$1,114	$5,164

During the discussions regarding the 2002 agreement the Council was adamant that they wanted the City's contribution to the festival to decrease over the duration of the contract. In 2005, Kimball approached the City to extend the contract one year with the same terms as 2004.

<u>Financial Components of Services Agreement</u>

Festival Year	**2005**
Police	$10,631.25
Transportation	$2,705.00
Parking	$9,948.00
Barricades	$1,542.00
MFL Fees	$50.00
Main Street Cleaning	$0.00

VIK Contributions	$8,000.00
Cash Contributions	$0.00
VALUE TOTAL	$32,876.25

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 FY2006 budget.

Consequences of not taking recommended action:

If Council does not approve the Master Festival License, Arts Fest would not have valid approval from Park City Municipal Corporation to operate.

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.

Recommendations

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

Exhibits

Exhibit A,B,C, and D - Master Festival License and Service Agreement
Exhibit E- First Addendum to Master Festival License and City Services Agreement

FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION
MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT

THIS FIRST ADDEMDUM is made and entered into in duplicate this 9th day of June, 2005, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah (“City”), and the KIMBALL ART CENTER, a Utah non-profit corporation (“Kimball) to amend the Master Festival License and City Services Agreement signed and executed by the Parties on June 24, 2003.

WITNESSETH;

WHEREAS, the parties entered into a City Services Agreement on June 24, 2003 (hereinafter “Original Agreement”); and

WHEREAS, both parties to the Original Agreement desire to amend certain elements of the Original Agreement, including term and the parties’ obligations for the 2005 Festival; and

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

1. <u>AMENDMENTS TO ORIGINAL AGREEMENT</u>.: The following shall supersede and replace the responding sections of the Original Agreement:

A. 1.2 <u>SUPPLEMENTAL PLANS.</u> 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 2005 Festival are attached hereto as Exhibits. Others will be prepared in anticipation of the 2005 Festival. Supplemental Plans for the future Festivals will follow Supplemental Plans for the 2005 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.

B. 2 TERM. Kimball hereby agrees to hold the 2005 Festival in Park City. Accordingly, this Agreement shall be effective from June 9, 2005 through November 30, 2005. The City reserves the right to renew this Agreement for the 2006 Festival following the City's review of the economic impact of the 2005 Festival. If the City, in its sole discretion, decides to renew this Agreement for the 2006 Festival, it shall provide written notice to Kimball on or before November 30, 2005 of its intent to renew.

E. 10 FINANCIAL.

Subject to budget appropriation, the City hereby agrees to make the following contribution to Kimball towards the cost of the Festival:

$8,000 Value in Kind contribution of Additional City Services for the 2005 Festival. If the City elects to renew this Agreement for the 2006 Festival pursuant to section B.2 herein, no contribution to Kimball towards the cost of the 2006 Festival will be made by the City.

2. EXHIBITS. Exhibits A-D are hereby replaced by Exhibits A-D attached.

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

4. EFFECTIVE DATE**. The terms of this First Addendum to the Lease shall be effective beginning June 9, 2005.**

5. ENTIRE ARGEEMENT. This First Addendum is a written instrument pursuant to the Original Agreement between the parties and it cannot be altered or amended except by written instrument, signed by both parties.

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

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:	8/5 - 8/7, 2005
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 (Friday, August 5, 2005: from 5:00pm until 10:00pm, soft opening; Saturday and Sunday, August 6-7, 2005)
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:	8/5 - 8/7, 2005
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 the 2005 Festival layout.

B. City shall provide additional officers, as reasonably necessary, for routine patrol during the festival from 10:00am until 8:00pm on Saturday, August 6, 2005 and from 10:00am until 6:00pm on Sunday, August 7, 2005.

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.

C. 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.

City Council
Staff Report

Special Events and
Facilities Department

Author:	**Alison Butz**
Subject:	**Miners Hospital Leases**
Date:	**June 9, 2005**
Type of Item:	**Administrative – Lease Authorization**

Summary Recommendations:

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

Description:

Topic:
Mountain Trails Foundation, Summit County/Park City Arts Council and Mountain Mediation currently rent space in Miners Hospital. All three leases expire on June 30, 2005.

Background:
To facilitate the Library Expansion, the City offered the Arts Council and Mountain Trails Foundation space in Miners Hospital in return for their release of space in the Library and Education Building. Those leases were executed with a one-year term. Council directed Staff to return with the leases for future discussion prior to their expiration on June 30, 2005.

Mountain Mediators recently began using the basement office space in Miners Hospital. The vacant office was provided to Mountain Mediation as a function of the Legal Department through June 30, 2005. Mountain Mediation has become a non-profit organization and applied for a special service contract for lease of the space for $1. At this time the proposed budget, shows Mountain Mediation receiving a Special Service Contract for operations and requiring them to lease the space for $5.00 per square foot.

Issues:
At this time the Arts Council leases the office on the first floor and the second floor office is leased by Mountain Trails Foundation. Mountain Mediators occupies the basement office. The Arts Council, and Mountain Trails Foundation pay $15.75 per square foot for the spaces. No requests for use of the Miners Hospital offices, by other organizations, have been submitted.

At this time, two of the organizations receive Special Service Contracts from the City. Staff does not recommend addressing rent reductions within the lease, but these organizations can use a portion of the funds allocated through the Special Service Contract towards their rent.

Allowing outside organizations to lease the space in Miners Hospital allows the facility to be seen by others in the community.

ALTERNATIVES

A. Direct Staff to draft a lease in a form to be approved by the Legal Department with each organization for a period of one-year with an option for renewal an additional year.

B. Determine the space is no longer surplus Municipal space, and reject the request for a new lease by the organizations.

C. The City Council may continue the action for more information and discussion.

RECOMMENDATION:

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

Exhibits

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

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

Exhibit C – Lease Agreement between Mountain Mediation and Park City Municipal Corporation

Mountain Trails Foundation
Park City Municipal Corporation
2005 Property Lease

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

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

2. Term. The Lease term shall commence on July 1, 2005, and shall run for two (2) terms of one year through June 30, 2007. The property being leased is currently surplus municipal space, but may be required for municipal purposes by Landlord at the conclusion of the lease term. Landlord may terminate this lease upon three (3) months prior written notice if the leased space is required for municipal purposes. No option of first refusal is granted to Tenant.

3. Rent. The rent for the leased space shall be as follows:

o (1) Rate: Two Thousand Five Hundred Sixty-Seven Dollars and Twenty-Five Cents ($2,567.25) annually for two lease years (from July 1, 2005 through June 30, 2006 and July 1, 2006 through June 30, 2007).

o (2) Payments: Rent shall be paid in equal monthly installments of Two Hundred Thirteen Dollars and Ninety-Four Cents ($213.94). Rent shall be due on the first of each month, and past due if not paid by the tenth (10^{th}) of the month.

o (3) Deposit: No Deposit is required.

o (4) Credit for Early Payment. If Tenant pays Landlord the annual rent in full by July 15, then rent will be reduced by four percent (4%).

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

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

6. Telephone, Cable and Microwave. The Tenant will install its own telephone, television, computer and other communication equipment in the leased space. The remodeled space will include wiring, cables or chases for a wide variety for communications between spaces within the building and externally. Any specialized

communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility.

7. Insurance. The Tenant will provide insurance at its expense covering its contents against loss through theft, fire, vandalism or similar casualties. The Landlord will maintain insurance on the structure for the replacement of the building itself, and the contents of the building owned by Landlord. The Landlord also carries a public liability policy insuring it against claims of personal injury on Landlord's property. The Landlord's policy does not cover the Tenant's employees or patrons who are on Landlord's property exclusively for the purpose of doing business with the Tenant. The Tenant agrees to maintain a comprehensive property liability policy in the amount of Five Hundred Thousand Dollars ($500,000) (each person and each occurrence) and to obtain a certificate of insurance naming Park City Municipal Corporation and the Municipal Building Authority of Park City as additional insured and evidencing coverage as to any person on the Premises as a result of Tenant's programs or activities. The Landlord is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect the Landlord for liability or allegations arising out of the Tenant's use of Landlord's property.

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

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

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

11. Signs. Landlord reserves the right to specifically review and approve or reject

proposed signs on or in the building. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Park City Sign Code, and conforms with the historic nature and architectural detailing of the building. Signs shall be removed and any damage resulting from removal shall be repaired at the termination of the Lease.

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

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

- (1) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the premises within fifteen (15) days;
- (2) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;
- (3) Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;
- (4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

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

15. Maintenance. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the library and other tenants and cleaning the outside of the glass and replacement in the event of damage from an outside source. Tenant shall be responsible for all interior maintenance, including mechanical and electrical fixtures to the extent that they are located within and exclusively benefit the Premises, janitorial service, and glass maintenance (both cleaning the inside and replacement in the event of damage from an inside source) which is within the leased premises or solely serves

the Premises. Landlord shall be responsible for mechanical systems, which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal shall be Landlord's responsibility.

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

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

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

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

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

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

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

23. Available Space. If additional space becomes available in Miners Hospital, Landlord agrees to offer such space to tenants in Miners Hospital before making it available to non-tenants. Landlord reserves the right to use space that becomes available and to assign the space through a competitive bid process with tenants of Miners Hospital who have been in the building for one (1) year or more, at the time the space becomes available.

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

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

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

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

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

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

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

30. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

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

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

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

DATED this ______ day of June 2005.

Park City Arts Council
Park City Municipal Corporation
2005 Property Lease

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

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

2. Term. The Lease term shall commence on July 1, 2005, and shall run for two (2) terms of one year through June 30, 2007. The property being leased is currently surplus municipal space, but may be required for municipal purposes by Landlord at the conclusion of the lease term. Landlord may terminate this lease upon three (3) months prior written notice if the leased space is required for municipal purposes. No option of first refusal is granted to Tenant.

3. Rent. The rent for the leased space shall be as follows:

o (1) Rate: One Thousand Five Hundred Seventy-Five Dollars ($1575.00) annually for two lease years (from July 1, 2005 through June 30, 2006 and July 1, 2006 through June 30, 2007).

o (2) Payments: Rent shall be paid in equal monthly installments of One Hundred Thirty-One Dollars and Twenty-Five Cents ($131.25). Rent shall be due on the first of each month, and past due if not paid by the tenth (10th) of the month.

o (3) Deposit: No Deposit is required.

o (4) Credit for Early Payment. If Tenant pays Landlord the annual rent in full by July 15, then rent will be reduced by four percent (4%).

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

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

6. Telephone, Cable and Microwave. The Tenant will install its own telephone, television, computer and other communication equipment in the leased space. The remodeled space will include wiring, cables or chases for a wide variety for communications between spaces within the building and externally. Any specialized

communication facilities, equipment, wiring, cables or installations will be the Tenant's responsibility.

7. Insurance. The Tenant will provide insurance at its expense covering its contents against loss through theft, fire, vandalism or similar casualties. The Landlord will maintain insurance on the structure for the replacement of the building itself, and the contents of the building owned by Landlord. The Landlord also carries a public liability policy insuring it against claims of personal injury on Landlord's property. The Landlord's policy does not cover the Tenant's employees or patrons who are on Landlord's property exclusively for the purpose of doing business with the Tenant. The Tenant agrees to maintain a comprehensive property liability policy in the amount of Five Hundred Thousand Dollars ($500,000) (each person and each occurrence) and to obtain a certificate of insurance naming Park City Municipal Corporation and the Municipal Building Authority of Park City as additional insured and evidencing coverage as to any person on the Premises as a result of Tenant's programs or activities. The Landlord is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect the Landlord for liability or allegations arising out of the Tenant's use of Landlord's property.

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

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

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

11. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on or in the building. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets

the requirements of the Park City Sign Code, and conforms with the historic nature and architectural detailing of the building. Signs shall be removed and any damage resulting from removal shall be repaired at the termination of the Lease.

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

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

- o (1) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the premises within fifteen (15) days;
- o (2) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;
- o (3) Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;
- o 4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

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

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

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

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

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

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

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

21. Surrender of Premise. Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement. Ordinary war, tear and

damage by the elements or other acts of God excepted.

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

23. Available Space. If additional space becomes available in Miners Hospital, Landlord agrees to offer such space to tenants in Miners Hospital before making it available to non-tenants. Landlord reserves the right to use space that becomes available and to assign the space through a competitive bid process with tenants of Miners Hospital who have been in the building for one (1) year or more, at the time the space becomes available. 24. Indemnity. The Tenant covenants and agrees to indemnify, hold Landlord harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent provided in the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any Liability resulting from acts or omissions of Landlord, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act.

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

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

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

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

28. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of successors in interest and legal

representatives, except as expressly otherwise hereinbefore provided.

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

30. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

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

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

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

DATED this ______ day of June 2005.

Mountain Mediation
Park City Municipal Corporation
2005 Property Lease

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

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

2. Term. The Lease term shall commence on July 1, 2005, and shall run for two (2) terms of one year through June 30, 2007. The property being leased is currently surplus municipal space, but may be required for municipal purposes by Landlord at the conclusion of the lease term. Landlord may terminate this lease upon three (3) months prior written notice if the leased space is required for municipal purposes. No option of first refusal is granted to Tenant.

3. Rent. The rent for the leased space shall be as follows:

o (1) Rate: Five Hundred Dollars ($500.00) annually for two lease years (from July 1, 2005 through June 30, 2006 and July 1, 2006 through June 30, 2007).

o (2) Payments: Rent shall be paid in equal monthly installments of Forty Dollars and Sixty-Six Cents ($41.66). Rent shall be due on the first of each month, and past due if not paid by the tenth (10^{th}) of the month.

o (3) Deposit: No Deposit is required.

o (4) Credit for Early Payment. If Tenant pays Landlord the annual rent in full by July 15, then rent will be reduced by four percent (4%).

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

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

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

7. Insurance. The Tenant will provide insurance at its expense covering its contents against loss through theft, fire, vandalism or similar casualties. The Landlord will maintain insurance on the structure for the replacement of the building itself, and the contents of the building owned by Landlord. The Landlord also carries a public liability policy insuring it against claims of personal injury on Landlord's property. The Landlord's policy does not cover the Tenant's employees or patrons who are on Landlord's property exclusively for the purpose of doing business with the Tenant. The Tenant agrees to maintain a comprehensive property liability policy in the amount of Five Hundred Thousand Dollars ($500,000) (each person and each occurrence) and to obtain a certificate of insurance naming Park City Municipal Corporation and the Municipal Building Authority of Park City as additional insured and evidencing coverage as to any person on the Premises as a result of Tenant's programs or activities. The Landlord is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect the Landlord for liability or allegations arising out of the Tenant's use of Landlord's property.

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

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

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

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

from removal shall be repaired at the termination of the Lease.

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

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

- (1) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the premises within fifteen (15) days;
- (2) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;
- (3) Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;
- (4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

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

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

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

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

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

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

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

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

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

23. Available Space. If additional space becomes available in Miners Hospital, Landlord agrees to offer such space to tenants in Miners Hospital before making it available to non-tenants. Landlord reserves the right to use space that becomes available and to assign the space through a competitive bid process with tenants of

Miners Hospital who have been in the building for one (1) year or more, at the time the space becomes available.

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

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

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

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

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

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

29. Security. The Landlord will install doors with locking hardware. The Tenant is entitled to put locks on the doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors locked after their use of the building is completed for the day, and the Tenant shall have the obligation of checking all exterior doors at the conclusion of each

day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights and radiators should be turned off at the conclusion of the Tenant's use each day.

30. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

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

If to Tenant:
Mountain Mediation
1354 Park Avenue
P.O. Box 680099
Park City, Utah 84068

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

DATED this ______ day of June 2005.

City Council
Staff Report

POLICE DEPARTMENT

Author: Chief Lloyd Evans
Subject: GRANT AWARD
Date: June 9, 2005
Type of Item: APPROVAL OF RESOLUTION

Summary Recommendations:

Staff requests City Council approve the resolution for the FY 2005 Homeland Security Grant Articles of Agreement and authorization to acceptance grant funds.

Description:

Topic:

The Police Department, in cooperation with the Water Department, submitted a grant request to the Utah Department of Emergency Services through the Summit County Local Emergency Preparedness Committee to obtain FY 2005 Homeland Security Federal funds.

Background:

Each fiscal year the Federal Department of Homeland Security provides funds to individual states to fund Homeland Security initiatives. The State of Utah, Division of Emergency Services acts as the pass through agency for local jurisdictions to obtain grant funds to purchase equipment and materials to assist in preparation and response to homeland security issues.

Available funding amounts from Homeland Security were reduced from last year and all Summit County agencies; police, sheriff, fire, Emergency Preparedness, Hazmat, etc., submitted requests toward available funds of about $530,000.00. A grant review committee made up of the applying agencies reviewed requests and made the funding allotments. The amount of the grant being awarded to Park City for FY 2005 is $42,894.00.

Analysis:

These funds will be used for enhancements to the intrusion monitoring systems for our water supply locations ($11,144.00), for enhancements to our dispatch system redundancy capabilities, more specifically, a DVD Voice Logging device, ($19,058.00), additional radio equipment ($11,928.00) and office equipment ($764.00).

Department Review:

This report has been reviewed by the legal department, the water department, public works and City Manager.

Alternatives:

A. **Approve the Request:**
B. **Deny the Request:**
C. **Continue the Item:**
D. **Do Nothing:**

Significant Impacts:

Receiving these funds will allow the police department to enhance a number of its existing capabilities, and allow for a higher level of security for our water supply increasing the overall safety of our drinking water supply

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Consequences of not taking the recommended action:

The City will miss an opportunity to accept federal dollars that will increase our preparedness and response capabilities.

Recommendation:

Staff is recommending that City Council approve the resolution approving the FY 2005 State Homeland Security Grant Articles of Agreement between Park City Municipal Corporation and the State of Utah's Division of Emergency Services and Homeland Security and authorize acceptance of grant funds.

Resolution No.

A RESOLUTION APPROVING THE FY 2005 STATE HOMELAND SECURITY GRANT ARTICLES OF AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION AND THE STATE OF UTAH'S DIVISION OF EMERGENCY SERVICES AND HOMELAND SECURITY AND AUTHORIZING ACCEPTANCE OF GRANT FUNDS

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

WHEREAS, Park City Municipal Corporation ("PCMC") and Utah's Division of Emergency Services and Homeland Security ("DES"), wishes to enter into these Articles of Agreement to provide PCMC with grant funding to enhance Homeland Security Response and Preparedness and ensure the cooperative efforts between the parties with respect to receiving funds, expending funds and accounting for funds and equipment are followed; and

WHEREAS, it is necessary that an Authorized Public Official with PCMC sign the Articles of Agreement prior to receiving the grant funds:

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

1. The City Council hereby approves the execution of the FY 2005 State Homeland Security Grant Articles of Agreement, (attached as "Exhibit A") in a form approved by the City Attorney's Office, and
2. The City Council hereby approves receipt of the State Homeland Security Grant funds.
3. The City Manager or his/her designee is authorized to execute any and all subsequent agreements or amendments, in a form approved by the City Attorney, to implement the intent of this agreement so long as the annual city obligation does not exceed $20,000.

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

City Council Staff Report

Budget, Debt and Grants

Author: Phyllis McDonough Robinson
Subject: Extension of Mountainlands Community Housing Trust Bridge Loan
Date: June 9, 2005
Type of Item: Legislative/Administrative

Summary Recommendations: Approve a 120-day extension for the bridge loan to Mountainlands Community Housing Trust approved December 16, 2004.

Description:

Topic:

Request by Mountainlands Community Housing Trust for an extension of its existing construction bridge loan for 555 Deer Valley Drive

Background:

The City Council approved a bridge loan for the affordable housing project located at 555 Deer Valley Drive for $100,000 at three percent interest on December 16, 2004. The loan was expected to be repaid with interest by June 30, 2005. Mountainlands Community Housing Trust (MCHT) has requested a 90-day extension of the note. A Promissory Note and a subordinate Deed of Trust on the property secure the loan.

Analysis:

The project consists of 22 units ranging in size from less than 600 square feet to 1200 square feet. There are 10 one-bedroom units, 10 two-bedroom units and the rehabilitation of two historic properties. Unit sizes range from 600 square feet to 1200 square feet. Staff requested a third-party evaluation of the construction progress. Zions Bank ordered this report on our behalf as of May 31, 2005. It was prepared by Rob Nielson, AIA, of Prospect Management. The report indicates that significant progress has been made since their last site inspection in February. The project is estimated at 63 percent complete. The inspection report summary is attached to this staff report.

"*Wood is nearing completion on all units and rough plumbing, rough electrical, windows, and fire sprinklers are being installed. Framing materials and gypsum board are stocked on site in several units. Sewer connections are being made at each building and the site grading is in rough condition making it difficult to move around between the units*."

MCHT anticipates final occupancy inspections during the month of August. Mr. Nielson remarked, “Given the modest pace of progress so far this appears to be an optimistic projection and he estimates that September is a more reasonable target.”

The loan extension request for 90 days would bring the loan due on September 30, 2005. This coincides with Mr. Nielson’s estimation for final occupancy. Staff recommends that the extension be granted for 120 days to cover any unanticipated delays. There would be no prepayment penalty.

Staff is comfortable with the construction inspection report prepared and will receive construction reports during the term of the loan extension. Council could direct staff to engage a third party to monitor the progress outside the construction inspections reports. Construction inspections reports are approximately $300 per visit. This would be an unbudgeted expense and funding would need to be identified.

Prices range from $83,800 to $163,500. Projections have increased from December 2004 projections of $85,000 - $125,000. Current prices are presented below. Sixteen of the 22 units are under contract. Each buyer will receive a grant of $3,000 - $5,000 towards the purchase price.

Deer Valley Drive Sales Prices

Unit Price	Number of Units
$ 83,800.00	1
$ 91,300.00	1
$ 96,600.00	6
$ 97,200.00	1
$ 97,800.00	1
$ 114,240.00	1
$ 114,840.00	1
$ 127,300.00	2
$ 141,200.00	2
$ 141,600.00	2
$ 142,600.00	1
$ 142,700.00	1
$ 163,400.00	1
$ 163,500.00	1
TOTAL	22

The project budget has increased $320,908 since the December 2004 projections. Total project costs as of June 1, 2005 are $ 2,541,593.83. An increased construction loan is under consideration by Zions Bank. Staff spoke with the loan officer regarding the request. Approval is anticipated within the week. With the increased size of the construction loan, the Combined Sales Price Loan to Value is at 97 percent.

Department Review:

Budget, Debt and Grants, Finance and Legal have reviewed this staff report.

Alternatives:

Approve the Request:

Council could approve the loan extension for up to 120 days. This would allow MCHT to complete the project.

Modify the Request:

Council could modify the terms of the request and/and require accumulate interest to be paid and monthly interest payments for the term of the loan extension. Total accumulated interest to date is approximately $2,100. Monthly interest payments are approximately $425.00. Requiring payments could have a negative impact on organizational cash flow.

Deny the Request:

Council could deny the request and require the loan to be paid in full. This would require Mountainlands to find another financing source and would adversely effect the completion of the project.

Continue the Item:

Council could continue the item and direct Staff to return with additional information. The next meeting is June 30, 2005.

Significant Impacts:

There are no anticipated significant negative impacts in approving the loan extension. The accumulated interest offsets the loss of earnings in the Housing CIP.

Consequences of not taking the recommended action:

This would require MCHT to find another financing source to continue the project. This may further delay the project completion and will likely increase the housing cost to the buyers.

Recommendation:

Staff recommends that the City Council approve a 120-day extension to the current loan between Mountainlands Community Housing Trust and Park City Municipal Corporation.

Attachments: Construction Review Report Summary

May 31, 2005

Zions First National Bank
12271 South 900 East
Draper, Utah 84020

Dear Ms. Taylor

The following construction review report has been prepared for your information and use as an aid in managing and funding the construction loan for Mountainlands. The information contained in this report is for your exclusive use and has been prepared with a standard of care consistent with the agreement for consulting services between Prospect and Zions Bank.

REPORT SUMMARY

Construction Status as of: May 26, 2005

Wood is nearing completion on all units and rough plumbing, rough electrical, windows, and fire sprinklers are being installed. Framing materials and gypsum board are stocked on site in several units . Sewer connections are being made at each building and the site grading is in rough condition making it difficult to move around between the units.

Percentages of Completion :

Borrower's Total Amount Requested to Date 64%

Prospect's Estimated Percentage of Completion 63%

Current Comments / Recommendations:

Significant progress has been made since our last site observations in February and the value of work in place is now in line with the amount that has been funded by Zions Bank.

Please contact us directly if you have any questions regarding this report.

Sincerely,

Rob Nielson

REPORT DETAIL

PROJECT DESCRIPTION

This project is the development of six to eight small low income housing residences of limit square footage. Unit designs are approximately 1000 to 1500 sq.ft. The design theme is to have the units be reminiscent of the old miner shacks of Park City. Along with the residential buildings, site improvements related to parking areas, sidewalks and landscaping is also included. Project documentation has not yet been provided to Prospect for review.

CONSTRUCTION PROGRESS ANALYSIS

Status of Construction:

Wood is nearing completion on all units and rough plumbing, rough electrical, windows, and fire sprinklers are being installed. Framing materials and gypsum board are stocked on site in several units . Sewer connections are being made at each building and the site grading is in rough condition making it difficult to move around between the units.

Construction Schedule Review:
I spoke with Ed Zite, project superintendent, about the schedule for completion and he is presently anticipating final occupancy inspections in the month of August. Given the modest pace of progress so far this year this appears to be an optimistic projection and I would estimate that September is a more reasonable target. In the coming week Ed will be providing a detailed construction schedule for my review.

Quality of Construction: Foundations, masonry walls, rough framing, and rough interior trades work is in progress and the work that has been completed to date appears to be of good quality.

Conformance with the Construction Documents: Ed Zite is preparing a set of current construction plans fro my review and I expect to receive them in the coming week .

Required Inspections: The Park City Building department is providing the required building inspection services for this project. The next inspections will be for rough framing and interior rough trades in the next 30 days.

REQUEST FOR PAYMENT REVIEW

Draw #13 dated May 24, 2005. See worksheet detail in Appendix A

Construction Budget Summary: The amount of work observed complete at the time of this review appears to representative of actual work completed to date. The borrower is working on transferring funds within the existing budget to more closely reflect actual costs and amounts remaining to complete each line item of work.

Change Orders and Budget Adjustments: Interior painting has been charged $13,211 to date although there has not been any work done in this category. The borrower indicates that this is a temporary charge to make up for shortages elsewhere I the budget. This should be replenished in the next 30 days as the date for painting to being is approaching.

Stored Materials: Framing materials including sheathing, beams, studs and trusses.

Builders Fee, General Conditions and Contingency Allowances: There are no builders fee or general conditions line items included in the budget. General Conditions costs are being charged in line with the general progress of the project.

Retention Withholding : Retention withholding does not appear to be a requirement of this contract. Note that a current draw has not been submitted for review at this time.

Builder and Architect's Endorsements: A current draw has not been submitted for review at this time.

Retention Withholding : A current draw has not been submitted for review at this time.

End Report

City Council
Staff Report

Author:	**Gary Hill**
Subject:	**FY 2005 Revised Budget, FY 2006 Budget, and FY 2007 Fiscal Plan**
Date:	**June 9, 2005**
Type of Item:	**Discussion/Legislative**

Budget, Debt, and Grants

Description:
Topic:

Final adoption of the FY 2005 Revised Budget, FY 2006 Budget, and FY 2007 Fiscal Plan

Background:

On May 2nd, staff delivered the City Manager's Recommended Budget (Tentative Budget) to City Council. Discussions have included the following:

- Budget Overview
- Financial Health Indicators
- Public Service Contracts
- Destination Tourism Joint Venture
- The Pay Plan
- Council Compensation

May 12th – Capital Improvement Program (CIP) Budget

- Prioritized CIPs
- Quinn's Junction
- Downtown Projects
- New Projects
- Impact Fee Update
- Water Fees

May 19th – Operating Budget

- Budget Process Overview
- Departmental Operating Requests
- Council Compensation

May 26th – Outstanding Issues

- Special Service Contracts
- CIP Overview
- Quinn's Junction Operating Budget

June 2nd – Tentative Adoption

- Special Service Contracts
- Technical Adjustments
- Quinn's Phasing
- Adoption of the Tentative Budget
- Adoption of new water rates (Fee Resolution)

Analysis:

The budget is scheduled for final adoption on June 9th. Topics for discussion and/or action on the 9th will include the following:

(1) Budget Policies and Objectives amendments
(2) Personnel Policies and Procedures
(3) Special Service Contracts
(4) Adoption of the Final Budget
(5) Adoption of new Impact Fees

Budget Policies and Objectives amendments

Attachment A of this staff report is a summary of recommended changes to the City's Budget Polices and Objectives. The recommended changes are as follows

- **City Manager as Budget Officer** – Page 27 of Volume I currently identifies the City Manager as the budget officer for the City. The budget officer is the individual statutorily responsible for delivering the budget to City Council. This language is repeated in the Policies and Objectives section (page 40) for consistency and clarity.
- **Special Service Contracts** – The Special Service Contract Subcommittee recommended making a few clarifications/modifications to the Public Service Contract Policy found on page 57 of Volume I. These include:
    - Clarification that an applicant must have federal non-profit status. The original version of this amendment specified 501c(3) status, but as this is a fairly specific type of non-profit organization, it is recommended that the language be broadened.
    - The Subcommittee has not recommended funding scholarship-type activities or equipment. An amendment is proposed that clarifies this in the policy.
    - Funding Categories are amended to include Victim Advocacy/Legal Services and Affordable Housing/Community Services

Personnel Policies and Procedures

Each spring the City Council adopts changes to the Personnel Policies and Procedures (P&P) Manual by Resolution. The policies are reviewed each year by a committee of exempt and non-exempt City employees and the City's legal staff. Many of the amendments recommended to the P & P manual are technical changes and clarify existing procedures or reflect changes to policies in regards to State or Federal regulations. Other changes are more substantive and are discussed in some detail below.

Substantive amendments this spring are largely a result of this year's Pay Plan, which has moved pay for City staff closer to market rates. On average, salary for City staff is in the 87th percentile of salaries in the benchmark group, with public safety salaries (defined as sworn police officers, water workers, and building inspectors) in the 93rd percentile. The draft P&P manual (provided under separate cover) includes changes to the City's policies regarding performance reviews, bonus eligibility, and overtime to reflect this move to market pay.

4.4 Overtime
For law enforcement personnel, overtime will be defined as those hours worked in excess of eighty-six (86) hours during the biweekly pay period. This mirrors Fair Labor Standards Act (FLSA) requirements. Historically law enforcement overtime for Park City officers has been defined as those hours worked in excess of eighty (80) hours.

5.8 Professional Development Reclassification within a Family
This policy creates a mechanism in which employees may be promoted to a new position within a job family (i.e. from Analyst I to Analyst II) after completion of identified criteria and demonstrated performance. It allows for professional development and salary movement for employees who are motivated and interested in developing skills and taking on greater responsibilities.

The reclassification must be agreed upon by both the employee and his/her manager prior to beginning the development process. The policy sets forth criteria which must be met including the following:

- The department must have a demonstrated need for the reclassified position;
- The employee must have a demonstrated history of exemplary performance;
- The reclassification must be at least temporarily offset with a reduction in the department's operating budget; and
- The department must demonstrate how the responsibilities of the vacated position will be absorbed by the department (without a budget increase).

The policy also gives the City Manager the ability to reclassify a position outside of the budget process if offset by a reduction in the department's budget. This will require the employee to demonstrate eligibility before a position is reclassified, and allow an individual meeting the necessary criteria to be reclassified at the time the requirements are satisfied rather than waiting for the next budget process.

6.4 Pay Plan Philosophy and Strategy
This amendment acknowledges the City's ability to implement cost containment strategies related to salary increases to remain fiscally responsible.

6.7 Salary Increase and Performance Bonus
Full-time employees are eligible for an annual bonus based upon performance (4% for non-exempt employees and 6% for exempt employees). Historically, employees

were eligible for performance bonuses if they were "meeting expectations" (i.e. performing their job duties in an acceptable manner). This practice reflects the fact that bonus amounts were included as compensation when comparing salary and benefits for benchmarking purposes.

This year, bonuses were not included as "compensation" in the benchmark data. The Performance Bonus policy has been amended so that an employee must now be given an "exceeding expectations" review to be eligible for a performance bonus. This change will go into effect for the December 2005 review.

6.17 Bonuses
This policy clarifies Park City's bonus policy, including a new bonus plan to recognize and reward the contribution of our temporary work force. This policy has been recommended by a task force made up of Managers who rely heavily on temporary workers.

7.2 (a) Probationary Performance Reviews
This policy clarifies that probationary employees are not eligible for performance bonuses until the have been released from probationary status. They are eligible during the next review process in June or December for a pro-rated performance bonus for the amount of time the employee has been off probation.

Other Changes
The Draft P&P Manual includes other technical and regulatory changes including the following:

- Family Medical Leave Act (FMLA) language clarification in section 10.13
- Family Illness and Internal Revenue Code exclusion maximums for Educational Assistance in section 10.27 Education Assistance.

Special Service Contracts
On June 2nd City Council reviewed the recommendations made by the Special Service Contract Subcommittee. Council approved the Subcommittee's findings including an amendment that left $15,000 (over two years) to be allocated. During work session, Council directed staff to distribute the funding proportionately between the non-profits receiving funding. During the regular session, however, public comment regarding rent contribution at Miner's Hospital prompted Council to request that the Subcommittee meet and return with a proposal.

In an effort to provide consistency in the City's rent policy, Staff does not recommend providing a rent contribution for tenants in Miner's Hospital. If Council chooses to distribute the remaining $15,000 as described in work session on the 2nd, the Arts Council and Mountain Mediation will receive some additional funding which could be used toward a rent payment.

The Subcommittee will meet this week and return with a recommendation for discussion on June 9th. Staff would appreciate direction on June 9th as to how the funds should be allocated.

Final Adoption of the Budget

Attached to this staff report is a resolution adopting a Revised Budget for FY 2005, a Budget for FY 2006, and a Fiscal Plan for FY 2007 for Park City Municipal Corporation. The budget resolutions for the Municipal Building Authority (MBA) and Redevelopment Agency (RDA) are also included. Council should hold a public hearing for each entity and adopt their respective budgets on June 9th.

Impact Fee Ordinance

The City has studied and discussed Parks, Public Safety, and Road Impact Fees over the past several months. These deliberations have included a public hearing that was opened on May 12th. Staff now recommends holding a final public hearing and adopting the proposed Impact Fees by ordinance (attached). The proposed fees would go into effect on July 1st, which will allow the Building Department staff time to update its software and building permit information.

Department Review:

Budget, City Manager, Human Resources

Recommendation: Provide direction about the remaining budget issues, hold a Public Hearing on the Budget and Impact Fees, and adopt the Final Budget and Impact Fee Ordinance.

SIGNIFICANT IMPACTS: The City's budget must be balanced. Staff recommends that Council provide policy direction on budget issues. Any unresolved issues should be discussed on June 9th so that the Final Budget can be adopted.

Attachments

A – Budget Policies and Objectives amendments
B – Resolution Adopting a Final Budget for Park City Municipal Corporation
C – Resolution Adopting a Budget for the Park City RDA
D - Resolution Adopting a Budget for the Park City MBA
E – Ordinance establishing Impact Fees for Parks, Public Safety and Roads (Impact Fee study available for review in the Recorder's Office)
F – Policies and Procedures Resolution (Policies and Procedures Manual under separate cover)

POLICIES AND OBJECTIVES

This section of the Budget outlines the City's Policies and Objectives as they relate to the municipal budget.

BUDGET ORGANIZATION

A. Through its financial plan (Budget), the City will do the following:

1. Identify citizens' needs for essential services.
2. Organize programs to provide essential services.
3. Establish program policies and goals that define the type and level of program services required.
4. List suitable activities for delivering program services.
5. Propose objectives for improving the delivery of program services.
6. Identify available resources and appropriate the resources needed to conduct program activities and accomplish program objectives.
7. Set standards to measure and evaluate the following:
    a) the output of program activities
    b) the accomplishment of program objectives
    c) the expenditure of program appropriations

B. All requests for increased funding or enhanced levels of service should be considered together during the budget process, rather than in isolation. A request relating to programs or practices which are considered every other year (i.e. the City Pay Plan) should be considered in its appropriate year as well. **According to state statute, the budget officer (City Manager) shall prepare and file a proposed budget with the City Council by the first scheduled council meeting in May.**

C. The City Council will review and amend appropriations, if necessary, during the fiscal year.

D. The City will use a multi-year format [two years for operations and five years for CIP] to give a longer range focus to its financial planning.

1. The emphasis of the budget process in the first year is on establishing expected levels of services, within designated funding levels, projected over a two-year period, with the focus on the budget.

2. The emphases in the second year are reviewing necessary changes in the previous fiscal plan and developing long term goals and objectives to be used during the next two-year budget process. The focus is on the financial plan. In the second year, operational budgets will be adjusted to reflect unexpended balances from the first year.

E. Through its financial plan, the City will strive to maintain **Structural Balance**; ensuring basic service levels are predictable and cost effective. A balance should be maintained between the services provided and the local economy's ability to pay.

POLICIES AND OBJECTIVES

PUBLIC SERVICE CONTRACTS (amended June 2004)

As part of the budget process, the City Council appropriates funds to contract with organizations offering services consistent with the needs and goals of the City. Depending upon the type of service category, payment terms of the contracts may take the form of cash payment and/or offset fees or rent relating to City property in exchange for value-in-kind services. The use of the public service contracts will typically be for specific services rendered in an amount consistent with the current fair market value of said services.

Public Service Fund Distribution Criteria: Organizations must meet the following criteria in order to be eligible for a public service contract in Fund Categories 1-3 below: (1) Accountability and Sustainability of Organization; (2) Program Need and Specific City Benefit; (3) Fiscal Stability and Other Financial Support; and (4) Fair Market Value of the Service.

> **Criterion #1** - Accountability and Sustainability of Organization: The organization must have the following: (1) Quantifiable goals and objectives; (2) Non-discrimination in providing programs or services; (3) Cooperation with existing related programs and community service; (4) Compliance with the City contract; and (5) **Federally recognized not-for-profit** ~~**organization**~~ ~~**with 501c(3)**~~ **status.**

> **Criterion #2** - Program Need and Specific City Benefit: The organization must have the following: (1) A clear demonstration of public benefit and provision of direct services to City residents; and (2) A demonstrated need for the program or activity. Special Service funds may not be used for one-time events, **scholarship-type activities or the purchase of equipment.**

> **Criterion #3** - Fiscal Stability and Other Financial Support: The organization must have the following: (1) A clear description of how public funds will be used and accounted for; (2) Other funding sources that can be used to leverage resources; (3) A sound financial plan that demonstrates managerial and fiscal competence; and (4) A history of performing in a financially competent manner.

> **Criterion #4** - Fair Market Value of the Services: The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

Total Public Service Fund Appropriations: The City may appropriate up to 1% of the City's total budget for public service contracts for the Special Service Contract and Rent Contribution Categories described below. In addition, the City appropriates specific dollar amounts from other funds specifically related to Historic Preservation as described below.

Fund Categories and Percentage Allocations: For the purpose of distributing Public Service Funds, public service contracts are placed into the following categories:

(1) Special Service Contracts, including

- Youth Programming;

- Victim Advocacy**/Legal Services**
- Arts;
- Health;
- Affordable Housing**/Community Services**
- Recycling;
- History/Heritage;
- Information and Tourist Services;

(2) Rent Contribution; and

(3) Historic Preservation.

A percentage of the total budget (which shall not exceed 1%) is allocated for contracts in the Special Service Contract and Rent Contribution categories by the City Council. A specific dollar amount is allocated to Historic Preservation based on funds available from the various Redevelopment Agencies.

The category percentage allocation does not vary from year-to-year. However, as the City's budget fluctuates (up or down) due to economic conditions, the dollar amounts applied to each category may fluctuate proportionally. Unspent fund balances at the end of a year will not be carried forward to future years. It is the intent of the City Council to appropriate funds for specific ongoing community services and not fund one-time projects or programs.

1) Special Service Contracts: A portion of the budget will be designated for service contracts relating to services that would otherwise be provided by the City. Special services that fall into this category would include, but not be limited to the following: youth programming, victim advocacy**/legal services**, arts, health, affordable housing**/community services**, recycling, history/heritage, information and tourist services, and minority affairs. To the extent possible, individual special services will be delineated in the budget.

Service providers are eligible to apply for a special service contract every biennial budget process. The City will award special service contracts through a competitive bid process administered by the Service Contract Subcommittee and City Staff. The City reserves the right to accept, reject, or rebid any service contracts that are not deemed to meet the needs of the community or the contractual goals of the service contract.

Each special service provider will have a special service contract with a term of two years. Half of the total contract amount will be available each year. 80% of each annual appropriation will be available at the beginning of the fiscal year, with the remaining 20% to be distributed upon demonstration through quantifiable and qualifiable measures that the program has provided public services meeting its goals as delineated in the public service contract. The disbursement of all appropriations will be contingent upon council approval. Special service providers will be required to submit current budgets and evidence of contract compliance (as determined by the contract) by March 31st of the first contract year.

The City reserves the right to appoint a citizen's task force to assist in the competitive selection process. The task force will be selected on an ad hoc basis by the Service Contract

Subcommittee.

All special service contract proposals must be consistent with the criteria listed in this policy, in particular criterion 1-4.

Youth Contracts: In addition to the above listed criteria, proposals for Youth Programming must meet the following requirements: 1) Provide a service to or enhancement of youth programs in the Park City community; and 2) Constitute a benefit to Park City area youth, community interests, and needs. Youth Programming funds must be used to benefit Park City area youth Citywide; this may be accomplished through one service contract or by dividing the funds between several contracts.

Deadlines: Beginning Fiscal Year 2004, all proposals for Special Service Contracts must be received no later than March 31st. A competitive bidding process conducted according to the bidding guidelines of the City may set forth additional application requirements.

Emergency requests received after this deadline must meet all of the following criteria to be considered before the next fiscal year:

(1) The request must meet all of the normal Public Service Fund Distribution Criteria and qualify under one of the existing Special Service Contract categories;

(2) The applicant must show that the requested funds represent an unexpected fiscal need that could not have been anticipated before the deadline; and

(3) The applicant must demonstrate that other possible funding sources have been exhausted.

2) Rent Contribution: A portion of the Special Service Contract funds will be used as a rent contribution for organizations occupying City-owned property and providing services consistent with criterion 1-4 pursuant to the needs and goals of the City. To the extent possible, individual rent contributions will be delineated in the budget. Rent contributions will usually be memorialized by a lease agreement with a term of five years or less, unless otherwise approved by City Council.

The City is required to make rent contributions to the Park City Building Authority for buildings that it occupies. Qualified Organizations may enter into a lease with the City to occupy City space at a reduced rental rate pursuant to criterion 1-4. The difference between the reduced rental rate and the rate paid to the Park City Building Authority will be funded by the rent contribution amount. Rent Contribution lease agreements will not exceed five years in length unless otherwise directed by the City Council. Please note that this policy only applies when a reduced rental rate is being offered. This policy does not apply to lease arrangements at "market" rates.

3) Historic Preservation: Each year, the City Council may appropriate a specific dollar amount relating to historic preservation. The City Council will appropriate the funding for these expenditures during the annual budget process. The funding source for this category is the Lower Park Avenue and Main Street RDA. The disbursement of the funds shall be administered pursuant to applications and criteria established by the Planning Department, and awarded by the City Council consistent with UCA § 17A-3-1303, as amended. In instances where another organization is involved, a contract delineating the services will be required.

Rent Contribution and Historic Preservation funds will be appropriated through processes separate from the biennial Special Service Contract process and when deemed necessary by City Council or its designee.

The Service Contract Sub-Committee has the discretion as to which categories individual organizations or endeavors are placed. Any percentage changes to the General Fund categories described above must be approved by the City Council. All final decisions relating to public service funding are at the discretion of the City Council.

Nothing in this policy shall create a binding contract or obligation of the City. Individual Service Contracts may vary from contract to contract at the discretion of the City Council. Any award of a service contract is valid only for the term specified therein and shall not constitute a promise of future award. The City Council reserves the right to reject any and all proposals, and to waive any technical deficiency at its sole discretion. Members of the City Council, the Service Contract Sub-Committee, and any advisory Board, Commission or special committee with the power to make recommendations regarding Public Service Contracts are ineligible to apply for such Public Service Contracts, including historic preservation funds. City Departments are also ineligible to apply for Public Service Contracts. The ineligibility of advisory Board, Commission and special committee members shall only apply to the category of Public Service Contracts that such advisory Board, Commission and special committee provides recommendations to the City Council. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to UCA Section 63-2-308, as amended.

INVESTMENTS

I. Policy: It is the policy of the Park City Municipal Corporation (PCMC) and its appointed Treasurer to invest public funds in a manner that ensures maximum safety, provides adequate liquidity to meet all operating requirements, and achieve the highest possible investment return consistent with the primary objectives of safety and liquidity. The investment of funds shall comply with applicable statutory provisions, including the State Money Management Act, the rules of the State Money Management Council and rules of pertinent bond resolutions or indentures, or other pertinent legal restrictions.

II. Scope: This investment policy applies to funds held in City accounts for the purpose of providing City Services. Specifically, this Policy applies to the City's General Fund, Enterprise Funds, and Capital Project Funds. Trust and Agency Funds shall be invested in the State of Utah Public Treasurer's Investment Pool.

III. Prudence: Investments shall be made with judgment and care under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their

Resolution No.

A RESOLUTION ADOPTING A REVISED BUDGET FOR FISCAL YEAR 2005 AND A BUDGET FOR FISCAL YEAR 2006 FOR PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES.

WHEREAS, the Utah State law requires that city budgets be adopted by resolution: and;

WHEREAS, a public hearing was held on May 5, May 12, May 19, May 26, June 2 and June 9, 2005 at the City Council's regularly scheduled meetings, complying with State law;

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

SECTION 1. REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 5, 2005 and with changes as summarized in the Attachments to this resolution is hereby adopted as the Revised Fiscal Year 2005 Operating Budget for Park City Municipal Corporation and its related agencies.

SECTION 2. BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 5, 2005 and with changes as summarized in the Attachments to this resolution is hereby adopted as the Budget for Fiscal Year 2006 for Park City Municipal Corporation and its related agencies.

SECTION 3. CERTIFIED PROPERTY TAX RATE. The City's Budget, Debt and Grants Manager is authorized, after Summit & Wasatch Counties have provided the certified property tax data, to compute and file the City's Certified Property Tax rate for 2005 at a "no tax increase rate". This resolution hereby adopts the Certified Property Tax rate for 2005.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect June 9, 2005 for the Revised Fiscal Year 2005 Operating Budget and July 1, 2005 for the Fiscal Year 2006 budget.

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

Budget Summary

Resources & Requirements - All Funds Combined

Description	2002 Actual	2003 Actual	2004 Actual	2005 Adjusted	2006 Budget	Change - 2005 to 2006 Increase (reduction)	%	2007 Plan	Change - 2006 to 2007 Increase (reduction)	%
RESOURCES										
Sales Tax	9,032,014	8,343,874	8,779,184	9,885,000	8,375,000	(1,510,000)	-15%	8,375,000	0	0%
Planning Building & Engineering Fees	1,754,604	2,437,924	2,685,083	4,598,360	2,967,456	(1,630,904)	-35%	3,267,456	300,000	10%
Charges for Services	3,792,633	3,809,242	3,980,151	4,415,182	5,605,182	1,190,000	27%	6,400,182	795,000	14%
Intergovernmental Revenue	2,022,518	1,906,597	1,222,720	1,429,704	3,317,000	1,887,296	132%	2,281,000	(1,036,000)	-31%
Franchise Tax	1,641,647	1,702,577	1,854,982	1,893,375	1,583,375	(310,000)	-16%	1,583,375	0	0%
Property Taxes	10,240,704	10,229,887	11,274,336	12,256,393	12,576,909	320,516	3%	12,576,909	0	0%
General Government	0	0	0	0	123,200	123,200		349,500	226,300	
Fees/Other	8,257,945	7,927,167	5,785,068	7,655,576	5,904,107	(1,751,469)	-23%	5,145,905	(758,202)	-13%
Total	$36,742,065	$36,357,268	$35,581,524	$42,133,590	$40,452,229	($1,681,361)	-4%	$39,979,327	($472,902)	-1%
REQUIREMENTS (by function)										
Executive	1,925,204	1,717,614	5,482,207	6,012,145	7,080,060	1,067,915	18%	7,352,803	272,743	4%
Police	2,422,521	2,360,301	2,907,410	3,060,608	3,256,678	196,070	6%	3,264,553	$7,875	0%
Public Works	6,887,506	6,595,417	8,880,030	10,498,812	10,981,752	482,940	5%	11,706,609	$724,857	7%
Library & Recreation	5,539,477	5,170,256	2,692,303	2,647,333	2,658,404	11,071	0%	2,676,745	$18,341	1%
Non-Departmental	1,557,171	1,553,528	1,534,620	1,923,932	2,095,007	171,075	9%	2,095,007	$0	0%
Grants	303,631	344,385	347,555	364,418	400,000	35,582	10%	400,000	$0	0%
Contingency	0	298,426	22,515	465,000	575,000	110,000	24%	575,000	$0	0%
Capital Improvs. (dept. operations)	1,623,927	227,311	181,073	0	0	0		0	$0	0%
Debt Service (dept. operations)	53,500	0	79,376	279,725	0	(279,725)	-100%	0	$0	0%
Community Development	1,964,716	2,008,825	0	0	0	0		0	$0	0%
Administrative Services	1,921,085	1,777,183	0	0	0	0		0	$0	0%
Total	$24,198,738	$22,053,246	$22,127,089	$25,251,973	$27,046,901	$1,794,928	7%	$28,070,717	$1,023,816	4%
REQUIREMENTS (by type)										
Personnel	13,812,300	13,220,378	13,900,853	13,936,729	15,249,824	1,313,095	9%	15,634,405	384,581	3%
Materials, Supplies & Services	9,252,884	7,855,397	7,985,878	10,182,872	10,467,927	285,055	3%	11,134,362	666,435	6%
Contingency	0	298,426	22,515	465,000	575,000	110,000	24%	575,000	0	0%
Capital Improvs. (dept. operations)	1,133,554	679,048	217,843	667,372	754,150	86,778	13%	726,950	(27,200)	-4%
Total	$24,198,738	$22,053,249	$22,127,089	$25,251,973	$27,046,901	$1,794,928	7%	$28,070,717	$1,023,816	4%
EXCESS (deficiency) OF RESOURCES OVER REQUIREMENTS	$12,543,327	$14,304,019	$13,454,435	$16,881,617	$13,405,328	($3,476,289)	-21%	$11,908,610	($1,496,718)	-11%
OTHER FINANCING SOURCES (uses)										
Bond Proceeds	3,380,000	0	5,024,109	32,732,335	8,143,278	(24,589,057)	-75%	1,736,000	(6,407,278)	-79%
Debt Service	(8,546,675)	(8,490,187)	(6,534,377)	(13,758,371)	(6,526,355)	7,232,016	-53%	(6,204,651)	321,704	-5%
Interfund Transfers In	21,416,581	11,906,096	14,054,357	29,203,184	22,098,649	(7,104,535)	-24%	7,476,156	(14,622,493)	-66%
Interfund Transfers Out	(21,416,581)	(11,906,096)	(14,054,357)	(29,203,184)	(22,098,649)	7,104,535	-24%	(7,476,156)	14,622,493	-66%
CIPProjects	(11,894,943)	(6,321,935)	(11,832,092)	(47,848,248)	(32,766,984)	15,081,264	-32%	(9,235,903)	23,531,081	-72%
Total	($17,061,618)	($14,812,122)	($13,342,360)	($28,874,284)	($31,150,061)	($2,275,777)	8%	($13,704,554)	$17,445,507	-56%
EXCESS (deficiency) OF RESOURCES OVER REQUIREMENTS AND OTHER SOURCES (uses)	($4,518,291)	($508,103)	$112,075	($11,992,667)	($17,744,733)	($5,752,066)	-48%	($1,795,944)	$15,948,789	-90%
Beginning Balance	$55,614,005	$51,092,711	$52,323,633	$52,863,897	$40,871,229	$11,992,668	23%	$23,126,495	$17,744,734	-43%
Ending Balance	$51,092,713	$50,584,608	$52,435,708	$40,871,229	$23,126,495	($17,744,734)	-43%	$21,330,550	($1,795,945)	-8%

Budget Summary

Resources & Requirements - All Funds Combined

Description	Budget (FY2005)				Budget (FY2006)			Plan (FY2007)		
	Original	Adjusted	Change from Original Total	Change from Original % of Total	Original	Adjusted	% Change	Original	Adjusted	% Change
RESOURCES										
Sales Tax	8,375,000	9,885,000	1,510,000	18%	8,375,000	8,375,000	0%	8,375,000	8,375,000	0%
Planning Building & Engineering Fees	3,437,456	4,598,360	1,160,904	34%	2,479,396	2,967,456	20%	2,455,873	3,267,456	33%
Charges for Services	4,291,232	4,415,182	123,950	3%	5,581,232	5,605,182	0%	6,376,232	6,400,182	0%
Intergovernmental Revenue	4,214,500	1,429,704	(2,784,796)	-66%	3,317,000	3,317,000	0%	2,281,000	2,281,000	0%
Franchise Tax	1,583,375	1,893,375	310,000	20%	1,583,375	1,583,375	0%	1,583,375	1,583,375	0%
Property Taxes	10,926,909	12,256,393	1,329,484	12%	12,576,909	12,576,909	0%	12,576,909	12,576,909	0%
Bond Proceeds	19,871,167	35,209,504	15,338,337	77%	7,286,353	8,341,640	14%	1,829,075	1,829,075	0%
Other	5,359,905	5,178,407	(181,498)	-3%	5,855,810	5,828,945	0%	5,502,847	5,402,330	-2%
Sub-Total	$58,059,544	$74,865,925	$16,806,381	29%	$47,055,075	$48,595,507	3%	$40,980,311	$41,715,327	2%
Interfund Transactions	6,323,216	29,203,184	22,879,968	362%	7,164,833	22,098,649	208%	6,943,704	7,476,156	8%
Beginning Balance	22,497,729	52,863,897	30,366,168	135%	26,720,794	40,871,229	53%	26,276,992	23,126,495	-12%
Total	$ 86,880,489	$ 156,933,006	$70,052,517	81%	$ 80,940,702	$111,565,385	38%	$74,201,007	$72,317,978	-3%
REQUIREMENTS										
Executive	5,876,370	5,886,920	10,550	0%	6,946,319	6,920,835	0%	7,386,142	7,194,578	-3%
Police	2,869,051	2,986,586	117,535	4%	3,119,478	3,119,478	0%	3,155,053	3,155,053	0%
Public Works	9,453,436	10,074,787	621,351	7%	10,481,550	10,575,127	1%	11,203,796	11,298,484	1%
Library & Recreation	2,549,875	2,603,233	53,358	2%	2,617,909	2,607,304	0%	2,636,318	2,625,645	0%
Non-Departmental	1,923,932	1,923,932	0	0%	2,095,007	2,095,007	0%	2,095,007	2,095,007	0%
Grants	364,418	364,418	0	0%	400,000	400,000	0%	400,000	400,000	0%
Contingency	575,000	465,000	(110,000)	-19%	575,000	575,000	0%	575,000	575,000	0%
Debt Service	5,663,885	13,758,371	8,094,486	143%	6,536,646	6,526,355	0%	6,218,188	6,204,651	0%
Debt Origination Fees	0	279,725	279,725		0	0	0%	0	0	0%
Sub-Total	$29,275,967	$38,342,972	$9,067,005	31%	$32,771,909	$32,819,106	0%	$33,669,504	$33,548,418	0%
Capital Improvements	27,371,901	48,515,620	21,143,719	77%	14,880,039	33,521,134	125%	10,990,853	9,962,853	-9%
Interfund Transactions	6,323,216	29,203,184	22,879,968	362%	7,164,833	22,098,649	208%	6,943,704	7,476,156	8%
Ending Balance	23,909,411	40,871,229	16,961,818	71%	26,123,920	23,126,495	-11%	22,596,945	21,330,550	-6%
Total	$86,880,495	$156,933,005	$70,052,510	81%	$80,940,701	$111,565,384	38%	$74,201,006	$72,317,977	-3%
REQUIREMENTS										
Personnel	13,743,590	13,936,729	193,139	1%	15,207,336	15,249,824	0%	15,761,954	15,634,405	-1%
Materials, Supplies & Services	9,293,492	10,182,872	889,380	10%	10,452,927	10,467,927	0%	11,114,362	11,134,362	0%
Contingency	575,000	465,000	(110,000)	-19%	575,000	575,000	0%	575,000	575,000	0%
Sub-Total	$23,612,082	$24,584,601	$972,519	4%	$26,235,263	$26,292,751	0%	$27,451,316	$27,343,767	0%
Capital Improvements	26,663,801	47,848,248	21,184,447	79%	14,125,889	32,766,984	132%	10,263,903	9,235,903	-10%
Operations Capital Equipment	708,100	667,372	(40,728)	-6%	754,150	754,150	0%	726,950	726,950	0%
Debt Service	5,663,885	13,758,371	8,094,486	143%	6,536,646	6,526,355	0%	6,218,188	6,204,651	0%
Sub-Total	$33,035,786	$62,273,991	$29,238,205	89%	$21,416,685	$40,047,489	87%	$17,209,041	$16,167,504	-6%
Interfund Transactions	6,323,216	29,203,184	22,879,968	362%	7,164,833	22,098,649	208%	6,943,704	7,476,156	8%
Ending Balance	23,909,411	40,871,229	16,961,818	71%	26,123,920	23,126,495	-11%	22,596,945	21,330,550	-6%
Total	$86,880,495	$156,933,005	$70,052,510	81%	$80,940,701	$111,565,384	38%	$74,201,006	$72,317,977	-3%

Budget Summary

Expenditure Summary by Fund and Unit

Expenditures	Budget (FY2005)	Budget (FY2006)	Plan (FY2007)
Park City Municipal Corp			
11 General Fund	24,966,378	20,157,427	20,778,982
12 Quinns Recreation Complex	0	198,200	205,920
21 Police Special Revenue Fund	16,522	0	0
31 Capital Improvement Fund	43,385,949	27,020,077	13,005,666
38 Equip. Replacement Fund	3,178,637	831,266	831,266
51 Water Fund	9,777,300	16,205,343	6,684,055
54 Recreation Fund	(1)	(1)	(1)
55 Golf Course Fund	1,336,420	1,362,121	1,350,642
57 Transportation & Parking Fund	10,816,305	7,674,251	7,620,989
62 Fleet Services Fund	1,523,393	1,643,664	1,571,827
63 Equip. Replacement Fund	0	0	0
64 Self Insurance Fund	3,598,351	3,445,279	3,292,207
71 Debt Service Fund	11,200,163	2,680,964	2,702,873
70 Sales Tax Rev Bonds Debt Svc F/T	22,136,049	18,048,620	3,707,509
Park City Redevelopment Agency			
33 Redevelopment Agency Lower Prk	6,309,339	4,887,927	5,022,927
34 Redevelopment Agency Main LSTA	2,521,552	2,712,847	1,826,216
72 RDA Main Street Debt Service	1,263,996	1,000,996	93,496
76 RDA Lower Pk Ave Debt Service	2,335,914	2,334,029	2,293,029
Municipal Building Authority			
35 Building Authority	1,884,760	1,277,356	1,277,356
73 MBA Debt Service Fund	10,621,649	32,727	727
Housing Authority			
36 Park City Housing Authority	60,329	52,291	52,291
TOTAL	$156,933,005	$111,565,384	$72,317,977
Interfund Transfer	(29,203,184)	(22,098,649)	(7,476,156)
Ending Balance	(40,871,229)	(23,126,495)	(21,330,550)
Operating Total	$86,918,921	$66,392,531	$43,563,562

Expenditure Summary by Fund and Major Object (FY 2005)

Expenditures	Operating Budget		Capital	Debt Service	Contingency	Sub-Total	Interfund Transfer	Ending Balance	Total
	Personnel	Mat, Suppls, Services							
Park City Municipal Corp									
11 General Fund	10,309,856	4,738,038	357,125	0	465,000	15,870,019	8,075,576	1,020,783	24,966,378
21 Police Special Revenue Fund	0	0	16,522	0	0	16,522	0	0	16,522
31 Capital Improvement Fund	0	0	32,397,684	0	0	32,397,684	0	10,988,265	43,385,949
38 Equipment Replacement	0	0	3,047,371	0	0	3,047,371	0	131,266	3,178,637
51 Water Fund	814,074	1,498,200	5,240,044	798,000	0	8,350,318	1,214,217	212,765	9,777,300
54 Recreation Fund	(1)	0	0	0	0	(1)	0	0	(1)
55 Golf Course Fund	501,780	421,112	119,500	7,000	0	1,049,392	187,915	99,113	1,336,420
57 Transportation & Parking Fund	1,857,288	553,010	4,177,146	0	0	6,587,444	1,860,246	2,368,615	10,816,305
62 Fleet Services Fund	453,732	908,397	5,000	0	0	1,367,129	0	156,264	1,523,393
63 Equipment Replacement	0	0	0	0	0	0	0	0	0
64 Self Insurance Fund	0	674,390	0	0	0	674,390	0	2,923,961	3,598,351
71 Debt Service Fund	0	150,725	0	2,207,500	0	2,358,225	8,372,883	469,055	11,200,163
70 Sales Tax Rev Bonds Debt Svc F/T	0	129000	0	0	0	129000	5982080	16024969	22136049
12 Quinns Recreation Complex	0	0	0	0	0	0	0	0	0
Park City Municipal Corp Total	$ 13,936,729	$ 9,072,872	$ 45,360,392	$ 3,012,500	$ 465,000	$ 71,847,493	$ 25,692,917	$ 34,395,056	$ 131,935,466
Park City Redevelopment Agency									
33 Redevelopment Agency Lower Prk	0	695,000	2,006,412	0	0	2,701,412	920,000	2,687,927	6,309,339
34 Redevelopment Agency Main LSTA	0	415000	973705	0	0	1388705	720000	412847	2521552
72 RDA Main Street Debt Service	0	0	0	913,000	0	913,000	0	350,996	1,263,996
76 RDA Lower Pk Ave Debt Service	0	0	0	641,885	0	641,885	0	1,694,029	2,335,914
Park City Redevelopment Agency Total	$ -	$ 1,110,000	$ 2,980,117	$ 1,554,885	$ -	$ 5,645,002	$ 1,640,000	$ 5,145,799	$ 12,430,801
Municipal Building Authority									
35 Building Authority	0	0	167,073	0	0	167,073	472,331	1,245,356	1,884,760
73 MBA Debt Service Fund	0	0	0	9,190,986	0	9,190,986	1,397,936	32,727	10,621,649
Municipal Building Authority Total	$ -	$ -	$ 167,073	$ 9,190,986	$ -	$ 9,358,059	$ 1,870,267	$ 1,278,083	$ 12,506,409
Housing Authority									
36 Park City Housing Authority	0	0	8,038	0	0	8,038	0	52,291	60,329
Housing Authority Total	$ -	$ -	$ 8,038	$ -	$ -	$ 8,038	$ -	$ 52,291	$ 60,329
TOTAL	**$ 13,936,729**	**$ 10,182,872**	**$ 48,515,620**	**$ 13,758,371**	**$ 465,000**	**$ 86,858,592**	**$ 29,203,184**	**$ 40,871,229**	**$ 156,933,005**

Expenditure Summary by Fund and Major Object (FY 2006)

Expenditures	Operating Budget: Personnel	Operating Budget: Mat, Suppls, Services	Capital	Debt Service	Contingency	Sub-Total	Interfund Transfer	Ending Balance	Total
Park City Municipal Corp									
11 General Fund	10,991,155	5,000,058	473,825	-	575,000	17,040,038	1,443,051	1,674,338	20,157,427
21 Police Special Revenue Fund	0	0	0	0	0	0	0	0	0
31 Capital Improvement Fund	0	0	17,236,466	0	0	17,236,466	628,302	9,155,309	27,020,077
38 Equip. Replacement Fund	0	0	700,000	0	0	700,000	0	131,266	831,266
51 Water Fund	900,944	1,535,580	11,555,518	809,000	0	14,801,042	1,238,046	166,255	16,205,343
54 Recreation Fund	(1)	0	0	0	0	(1)	0	0	(1)
55 Golf Course Fund	402,290	421,112	290,000	7,000	0	1,120,402	138,085	103,634	1,362,121
57 Transportation & Parking Fund	2,133,296	581,910	1,474,325	0	0	4,189,531	1,959,867	1,524,853	7,674,251
62 Fleet Services Fund	570,940	983,297	5,000	0	0	1,559,237	0	84,427	1,643,664
63 Equip. Replacement Fund	0	0	0	0	0	0	0	0	0
64 Self Insurance Fund	0	674,390	0	0	0	674,390	0	2,770,889	3,445,279
71 Debt Service Fund	0	0	0	2,190,000	0	2,190,000	0	490,964	2,680,964
70 Sales Tax Rev Bonds Debt Svc F/T	0	0	0	1971855	0	1971855	14867667	1209098	18048620
12 Quinns Recreation Complex	251200	161580	4000	0	0	416780	0	-218580	198200
Park City Municipal Corp Total	$ 15,249,824	$ 9,357,927	$ 31,739,134	$ 4,977,855	$ 575,000	$ 61,899,740	$ 20,275,018	$ 17,092,453	$ 99,267,211
Park City Redevelopment Agency									
33 Redevelopment Agency Lower Prk	0	695000	700000	0	0	1395000	670000	2822927	4,887,927
34 Redevelopment Agency Main LSTA	0	415000	1050000	0	0	1465000	1121631	126216	2712847
72 RDA Main Street Debt Service	0	0	0	907500	0	907500	0	93496	1,000,996
76 RDA Lower Pk Ave Debt Service	0	0	0	641000	0	641000	0	1693029	2,334,029
Park City Redevelopment Agency Total	$ -	$ 1,110,000	$ 1,750,000	$ 1,548,500	$ -	$ 4,408,500	$ 1,791,631	$ 4,735,668	$ 10,935,799
Municipal Building Authority									
35 Building Authority	0	0	32,000	0	0	32,000	0	1,245,356	1,277,356
73 MBA Debt Service Fund	0	0	0	0	0	0	32,000	727	32,727
Municipal Building Authority Total	$ -	$ -	$ 32,000	$ -	$ -	$ 32,000	$ 32,000	$ 1,246,083	$ 1,310,083
Housing Authority									
36 Park City Housing Authority	0	0	0	0	0	0	0	52,291	52,291
Housing Authority Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 52,291	$ 52,291
TOTAL	**$ 15,249,824**	**$ 10,467,927**	**$ 33,521,134**	**$ 6,526,355**	**$ 575,000**	**$ 66,340,240**	**$ 22,098,649**	**$ 23,126,495**	**$ 111,565,384**

Expenditure Summary by Fund and Major Object (FY 2007)

Expenditures	Operating Budget		Capital	Debt Service	Contingency	Sub-Total	Interfund Transfer	Ending Balance	Total
	Personnel	Mat, Suppls, Services							
Park City Municipal Corp									
11 General Fund	11,128,279	4,989,492	417,625	0	575,000	17,110,396	1,436,868	2,231,718	20,778,982
21 Police Special Revenue Fund	0	0	0	0	0	0	0	0	0
31 Capital Improvement Fund	0	0	3,663,456	0	0	3,663,456	631,607	8,710,603	13,005,666
38 Equip. Replacement Fund	0	0	700,000	0	0	700,000	0	131,266	831,266
51 Water Fund	969,446	2,067,147	1,567,447	809,000	0	5,413,040	1,237,574	33,441	6,684,055
54 Recreation Fund	(1)	0	0	0	0	(1)	0	0	(1)
55 Golf Course Fund	404,356	420,889	270,000	7,000	0	1,102,245	138,085	110,312	1,350,642
57 Transportation & Parking Fund	2,196,292	581,972	2,424,325	0	0	5,202,589	1,959,608	458,792	7,620,989
62 Fleet Services Fund	579,995	982,497	5,000	0	0	1,567,492	0	4,335	1,571,827
63 Equip. Replacement Fund	0	0	0	0	0	0	0	0	0
64 Self Insurance Fund	0	674,390	0	0	0	674,390	0	2,617,817	3,292,207
71 Debt Service Fund	0	0	0	2,189,000	0	2,189,000	0	513,873	2,702,873
70 Sales Tax Rev Bonds Debt Svc F/T	0	0	0	2600651	0	2600651	492414	614444	3707509
12 Quinns Recreation Complex	356038	307975	33000	0	0	697013	0	-491093	205920
Park City Municipal Corp Total	$ 15,634,405	$ 10,024,362	$ 9,080,853	$ 5,605,651	$ 575,000	$ 40,920,271	$ 5,896,156	$ 14,935,508	$ 61,751,935
Park City Redevelopment Agency									
33 Redevelopment Agency Lower Prk	0	695,000	400,000	0	0	1,095,000	630,000	3,297,927	5,022,927
34 Redevelopment Agency Main LSTA	0	415000	450000	0	0	865000	950000	11216	1826216
72 RDA Main Street Debt Service	0	0	0	0	0	0	0	93,496	93,496
76 RDA Lower Pk Ave Debt Service	0	0	0	599,000	0	599,000	0	1,694,029	2,293,029
Park City Redevelopment Agency Total	$ -	$ 1,110,000	$ 850,000	$ 599,000	$ -	$ 2,559,000	$ 1,580,000	$ 5,096,668	$ 9,235,668
Municipal Building Authority									
35 Building Authority	0	0	32,000	0	0	32,000	0	1,245,356	1,277,356
73 MBA Debt Service Fund	0	0	0	0	0	0	0	727	727
Municipal Building Authority Total	$ -	$ -	$ 32,000	$ -	$ -	$ 32,000	$ -	$ 1,246,083	$ 1,278,083
Housing Authority									
36 Park City Housing Authority	0	0	0	0	0	0	0	52,291	52,291
Housing Authority Total	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 52,291	$ 52,291
TOTAL	**$ 15,634,405**	**$ 11,134,362**	**$ 9,962,853**	**$ 6,204,651**	**$ 575,000**	**$ 43,511,271**	**$ 7,476,156**	**$ 21,330,550**	**$ 72,317,977**

Budget Summary

All Funds Combined

Revenue	2002	2003	2004	2005 Budget		2006		2007	
	(actual)			(original)	(adj)	(budget & % of total)		(plan & % of total)	
Property Taxes	10,240,704	10,229,887	11,274,336	10,926,909	12,256,393	12,576,909	11%	12,576,909	17%
Sales Tax	9,032,014	8,343,874	8,779,184	8,375,000	9,885,000	8,375,000	8%	8,375,000	12%
Franchise Tax	1,641,647	1,702,577	1,854,982	1,583,375	1,893,375	1,583,375	1%	1,583,375	2%
Licenses	734,101	659,705	684,000	628,500	703,500	628,500	1%	628,500	1%
Planning Building & Engineering Fees	1,754,604	2,437,924	2,685,083	3,437,456	4,598,360	2,967,456	3%	3,267,456	5%
Other Fees	0	2,500	1,058	20,500	40,500	20,500	0%	20,500	0%
Intergovernmental Revenue	2,022,518	1,906,597	1,222,720	4,214,500	1,429,704	3,317,000	3%	2,281,000	3%
Charges for Services	3,792,633	3,809,242	3,980,151	4,291,232	4,415,182	5,605,182	5%	6,400,182	9%
Recreation	2,132,497	2,191,444	2,226,045	2,332,525	2,145,800	2,186,450	2%	2,170,450	3%
Other Service Revenue	66,155	51,654	76,503	50,000	74,000	50,000	0%	50,000	0%
Fines & Forfeitures	766,213	640,806	570,477	606,254	606,254	606,254	1%	606,254	1%
Misc. Revenue	3,834,442	2,472,537	1,754,068	1,722,126	1,608,353	2,214,041	2%	1,577,126	2%
Interfund Transactions	21,416,581	11,906,096	14,054,357	6,323,216	29,203,184	22,098,649	20%	7,476,156	10%
Interfund Charges	3,000	0	0	0	0	0	0%	0	0%
Special Revenue & Resources	4,101,537	1,908,521	5,497,026	19,871,167	35,209,504	8,341,640	7%	1,829,075	3%
General Government	0	0	0	0	0	123,200	0%	349,500	0%
Beginning Balance	55,614,005	51,092,711	52,323,633	22,497,729	52,863,897	40,871,229	37%	23,126,495	32%
TOTAL	**117,152,651**	**99,356,075**	**106,983,623**	**86,880,489**	**156,933,006**	**111,565,385**	**100%**	**72,317,978**	**100%**

Budget Summary

All Funds Combined

Expenditures		2002 (actual)	2003	2004	2005 Budget (original)	2005 Budget (adj)	2006 (budget & % of total)		2007 (plan & % of total)	
Park City Municipal Corp										
11	General Fund	23,650,071	19,987,571	21,918,792	19,603,167	24,966,378	20,157,427	18%	20,778,982	29%
12	Quinns Recreation Complex	0	0	0	0	0	198200	0.18%	205,920	0%
21	Police Special Revenue Fund	12,065	12,590	15,372	0	16,522	0	0%	0	0%
31	Capital Improvement Fund	30,096,406	25,407,585	32,565,190	18,792,898	43,385,949	27,020,077	24%	13,005,666	18%
38	Equipment Replacement CIP	0	3,028,758	2,768,481	416,415	3,178,637	831,266	1%	831,266	1%
51	Water Fund	8,998,120	9,279,592	7,020,984	10,930,899	9,777,300	16,205,343	15%	6,684,055	9%
54	Recreation Fund	1,746,252	2,166,997	269,647	(1)	(1)	(1)	0%	-1	0%
55	Golf Course Fund	1,379,820	1,476,801	1,371,676	1,413,557	1,336,420	1,362,121	1%	1,350,642	2%
57	Transportation & Parking Fund	10,435,992	10,328,263	9,715,280	8,892,304	10,816,305	7,674,251	7%	7,620,989	11%
62	Fleet Services Fund	1,049,876	1,184,533	1,295,111	1,269,547	1,523,393	1,643,664	1%	1,571,827	2%
63	Equipment Replacement Fund	3,177,438	2,710,528	0	0	0	0	0%	0	0%
64	Self Insurance Fund	3,524,150	3,472,500	3,437,700	3,284,628	3,598,351	3,445,279	3%	3,292,207	5%
67	Circuit Court Fund	36,081	0	0	0	0	0	0%	0	0%
71	Debt Service Fund	7,775,107	1,781,705	7,340,095	1,886,702	11,200,163	2,680,964	2%	2,702,873	4%
70	Sales Tax Rev Bonds Debt Svc F/T	0	0	0	0	22136049	18048620	16.18%	3,707,509	5%
Park City Municipal Corp Total		**91,881,378**	**80,837,423**	**87,718,328**	**66,490,116**	**131,935,466**	**99,267,211**	**89%**	**61,751,935**	**85%**
Housing Authority										
36	Park City Housing Authority	58,195	59,393	60,329	51,355	60,329	52,291	0%	52,291	0%
Housing Authority Total		**58,195**	**59,393**	**60,329**	**51,355**	**60,329**	**52,291**	**0%**	**52,291**	**0%**
Municipal Building Authority										
35	Building Authority	1,902,080	1,738,214	1,737,505	256,462	1,884,760	1,277,356	1%	1,277,356	2%
73	MBA Debt Service Fund	5,676,965	5,453,046	5,500,280	5,310,313	10,621,649	32,727	0%	727	0%
Municipal Building Authority Total		**7,579,045**	**7,191,260**	**7,237,785**	**5,566,775**	**12,506,409**	**1,310,083**	**1%**	**1,278,083**	**2%**
Park City Redevelopment Agency										
33	Redevelopment Agency Lower Prk	6,201,206	5,243,528	5,889,725	4,229,078	6,309,339	4,887,927	4%	5,022,927	7%
34	Redevelopment Agency Main LSTA	2,229,681	2,656,517	2,518,254	7,303,526	2,521,552	2,712,847	2%	1,826,216	3%
72	RDA Main Street Debt Service	4,228,556	1,300,749	1,474,835	1,167,130	1,263,996	1,000,996	1%	93,496	0%
76	RDA Lower PK Ave Debt Service	4,974,589	2,067,205	2,084,367	2,072,515	2,335,914	2,334,029	2%	2,293,029	3%
Park City Redevelopment Agency Total		**17,634,032**	**11,267,999**	**11,967,181**	**14,772,249**	**12,430,801**	**10,935,799**	**10%**	**9,235,668**	**13%**
TOTAL		**117,152,650**	**99,356,075**	**106,983,623**	**86,880,495**	**156,933,005**	**111,565,384**	**100%**	**72,317,977**	**100%**

Budget Summary

All Funds Combined

Expenditures	2002	2003	2004	2005 Budget		2006		2007	
	(actual)			(original)	(adj)	(budget & % of total)		(plan & % of total)	
Personnel	13,812,300	13,220,378	13,900,853	13,743,590	13,936,729	15,249,824	14%	15,634,405	22%
Materials, Supplies & Services	9,252,884	7,855,397	7,985,878	9,293,492	10,182,872	10,467,927	9%	11,134,362	15%
Capital Outlay	13,028,497	7,000,983	12,049,935	27,371,901	48,515,620	33,521,134	30%	9,962,853	14%
Debt Service	8,546,675	8,490,187	6,534,377	5,663,885	13,758,371	6,526,355	6%	6,204,651	9%
Contingency	0	298,426	22,515	575,000	465,000	575,000	1%	575,000	1%
Sub-Total	**$44,640,356**	**$36,865,371**	**$40,493,558**	**$56,647,868**	**$86,858,592**	**$66,340,240**	**59%**	**$43,511,271**	**60%**
Interfund Transfer	21,419,581	11,906,096	14,054,357	6,323,216	29,203,184	22,098,649	20%	7,476,156	10%
Ending Balance	51,092,713	50,584,608	52,435,708	23,909,411	40,871,229	23,126,495	21%	21,330,550	29%
TOTAL	**$117,152,650**	**$99,356,075**	**$106,983,623**	**$86,880,495**	**$156,933,005**	**$111,565,384**	**100%**	**$72,317,977**	**100%**

PARK CITY REDEVELOPMENT AGENCY
SUMMIT COUNTY, UTAH
APRIL 28, 2005

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Redevelopment Agency to order at approximately 8:30 p.m. at the Marsac Municipal Building on Thursday, April 28, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, Executive Director and Mark Harrington, City Attorney.

II PUBLIC INPUT

None.

III MINUTES OF MEETING OF JANUARY 13, 2005

Marianne Cone, "I move to approve the Minutes". Candace Erickson seconded. Motion unanimously carried".

IV CONSENT AGENDA

Consideration for adoption of a Resolution of the Governing Body of the Redevelopment Agency of Park City, Utah approving the acquisition and construction of certain improvements; approving and authorizing the execution of an Agreement between the Agency and Park City, Utah providing that the Agency reimburse the City for certain costs of the improvements and related matters – Marianne Cone, "I move that we adopt a resolution of the Governing Body of the Redevelopment Agency of Park City, Utah approving the acquisition and construction of certain improvements; approving and authorizing the execution of an Agreement between the Agency and Park City, Utah providing that the Agency reimburse the City for certain costs of the improvements and related matters". Kay Calvert seconded. Motion unanimously carried.

V ADJOURNMENT

With no further business, the regular meeting of the RDA was adjourned. 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, Secretary

A RESOLUTION ADOPTING THE FISCAL YEAR 2006 BUDGET FOR PARK CITY REDEVELOPMENT AGENCY

WHEREAS, Utah State law requires that city budgets be adopted by resolution; and

WHEREAS, a public hearing was held on May 5, May 12, May 19, May 26, June 2 and June 9, 2005 at the City Council's regularly scheduled meetings, complying with State law;

NOW, THEREFORE BE IT RESOLVED by the Redevelopment Agency of Park City, Utah that:

SECTION 1. BUDGET ADOPTED. The following budget is hereby adopted as the Fiscal Year 2006 Redevelopment Agency Budget for Park City, Utah.

	Main Street	Park Avenue
Main Street debt service	$1,000,996	
Main Street CIP	2,712,847	
Lower Park Avenue debt service		$2,334,029
Lower Park Avenue CIP		4,887,927
Subtotal	$3,713,843	$7,221,956
Less:		
Interfund transactions	($650,000)	($640,000)
Beginning balance	(763,843)	(4,381,956)
Net RDA Tax Increment	$1,300,000	$2,200,000

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

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

PARK CITY MUNICIPAL BUILDING AUTHORITY
SUMMIT COUNTY, UTAH
JANUARY 13, 2005

I ROLL CALL

Chairman Dana Williams called the regular meeting of the Municipal Building Authority to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, January 13, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, Executive Director, and Mark Harrington, City Attorney.

II PUBLIC INPUT

The Chairman invited the public to comment on any matter of MBA business. Hearing none, the public input session was closed.

II MINUTES OF MEETING OF JUNE 17, 2004

Marianne Cone, "I move approval of the Minutes of the meeting of June 17, 2004". Kay Calvert seconded. Motion unanimously carried.

IV CONSENT AGENDA

Resolution establishing a regular meeting date, time, and location for 2005 meetings and appointing officers of the Board of Directors of the Municipal Building Authority of Park City, Utah – The Chairman requested a motion to approve. Jim Hier, "I so move". Candace Erickson seconded. Motion unanimously carried.

V ADJOURNMENT

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

RESOLUTION ADOPTING THE PARK CITY MUNICIPAL BUILDING AUTHORITY BUDGET FOR FISCAL YEAR 2006

WHEREAS, Utah State law requires that city budgets be adopted by resolution; and

WHEREAS, a public hearing was held on May 5, May 12, May 19, May 26, June 2 and June 9, 2005 at the City Council's regularly scheduled meetings, complying with State law;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Building Authority of Park City, Utah that:

SECTION 1. BUDGET ADOPTED. The following budget is hereby adopted as the Fiscal Year 2006 Municipal Building Authority Budget for Park City, Utah:

Debt Service Fund	$ 32,727
Capital Improvement Program	1,277,356
Subtotal	$1,310,083
Less ending balance	(1,246,083)
	$ 64,000

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

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

The Impact Fee Analysis and New Development Capital Facilities Plan is available for review at the City Recorder's Office during regular business hours, 435-615-5007.

AN ORDINANCE AMENDING THE CAPITAL FACILITIES PLAN, AN IMPACT FEE ANALYSIS, AND AMENDING TITLE 11, CHAPTER 13 OF THE MUNICIPAL CODE OF PARK CITY, UTAH SETTING FORTH THE ASSESSMENT AND CALCULATION OF IMPACT FEES

WHEREAS, Park City Municipal Corporation is a political subdivision of the state of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the City has created a Capital Facilities Plan and requires the payment of impact fees as a condition of development approval, so that development pays an equitable portion of the costs of facilities relating to growth; and

WHEREAS, the City Council has caused an Impact Fee Study and Analysis to be completed for the City and consistent with the Impact Fees Act Section 11, Chapter 36 Parts 101-401, Utah Code Ann.; and

WHEREAS, the Impact Fee Study contains an analysis and an executive summary that clearly defines the methodology by which the impact fees have been calculated and which identifies the impact upon parks, trails, open space, police facilities, and roadway systems required by the development activity and demonstrates how those impacts on system improvements are reasonably related to the development activity; and

WHEREAS, a public hearing was duly noticed and held at the regular scheduled City Council meeting of June 9, 2005;

NOW THEREFORE BE IT ORDAINED:

SECTION 1. PURPOSE. This Impact Fee Ordinance is promulgated pursuant to the requirements of the Impact Fees Act, Utah Code Annotated §11-36-101-401 (the "Act"). The purpose of this ordinance is to provide for the generation of sufficient revenue to pay the costs of capital projects and debt service related to or required due to new development.

SECTION 2. CAPITAL FACILITIES PLAN ADOPTED. The Capital Facilities Plan dated May 2005 relating to capital projects to be funded through impact fees is hereby adopted.

SECTION 3. IMPACT FEE ANALYSIS ADOPTED. The May 2005 Impact Fee Study and Analysis generated by the City pursuant to the Act is hereby adopted.

SECTION 4. AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY, UTAH ADOPTED -

(A) **Amendment to 11-13-2, Assessment and Calculation of Impact Fees**.

11-13- 2. ASSESSMENT AND CALCULATION OF IMPACT FEES.

(A) **ASSESSMENT OF IMPACT FEES.** The City shall collect the following Impact Fees from any applicant seeking a Building Permit:
~~(1) **Parks, Trails, and Open Space Impact Fee**: 1.35% of Construction Value.~~
~~(2) **Public Safety Facilities Impact Fee**: 0.05% of Construction Value.~~
~~(3) **Streets and Storm Water Facilities Impact Fee**: 0.60% of Construction Value.~~
(1) Parks, Trails, Open Space, Public Safety Facilities, Streets and Storm Water Facilities Impact Fees.

2005 PCMC IMPACT FEE ANALYSIS UPDATE
Proposed Impact Fee Schedule (Calendar Year 2005)

	Parks, Trails, Open Space	Police	Roadway Facilities	Total
New Construction				
Single Family				
Average Unit	$3,855.00	$605.00	$315.00	$4,775.00
Unit Less Than 3,000 sq. ft.	$1,925.00	$300.00	$155.00	$2,380.00
Unit More Than 5,000 sq. ft.	$5,780.00	$910.00	$470.00	$7,160.00
Duplex & Multi-Family				
Average Unit	$3,150.00	$495.00	$290.00	$3,935.00
Unit Less Than 2,000 sq. ft.	$1,575.00	$245.00	$145.00	$1,965.00
Unit More Than 4,000 sq. ft.	$4,725.00	$740.00	$435.00	$5,900.00
Hotel Room				
Average Unit	$2,005.00	$315.00	$170.00	$2,490.00
Unit Less Than 750 sq. ft.	$1,000.00	$155.00	$85.00	$1,240.00
Unit More Than 2,000 sq. ft.	$3,005.00	$470.00	$255.00	$3,730.00
Commercial	NA	$555.00	$410.00	$965.00
Light Industrial	NA	$445.00	$320.00	$765.00
Additions				
Single Family				
0-500 Square Feet	NA	NA	NA	$0.00
501-1500 Square Feet	$480.00	$75.00	$35.00	590.00
1501-3000 Square Feet	$960.00	$150.00	$75.00	1,185.00
3001-5000 Square Feet	$1,925.00	$300.00	$155.00	2,380.00
More than 5000 Square Feet	$3,855.00	$605.00	$315.00	4,775.00
Duplex & Multi Family				
0-500 Square Feet	NA	NA	NA	0.00
501-1000 Square Feet	$390.00	$60.00	$35.00	485.00
1001-2000 Square Feet	$785.00	$120.00	$70.00	975.00
2001-4000 Square Feet	$1,575.00	$245.00	$145.00	1,965.00
More than 4000 Square Feet	$3,150.00	$495.00	$290.00	3,935.00
Hotel Room				
0-200 Square Feet	NA	NA	NA	0.00
201-750 Square Feet	$500.00	$75.00	$40.00	615.00
751-2000 Square Feet	$1,000.00	$155.00	$85.00	1,240.00
More than 2000 Square Feet	$2,005.00	$315.00	$170.00	2,490.00
Commercial (per sq. ft.)	NA	$0.55	$0.41	$0.96
Light Industrial (per sq. ft.)	NA	$0.44	$0.32	$0.76

~~(4)~~ (2) **Water Impact Fee Schedule**:

Further calculation and presentation is included in the Impact Fee Analysis Draft, Exhibit A.

SECTION 5. REPEALER. This ordinance amends and repeals Title 11, Chapter 13, of the Municipal Code of Park City to the extent it is inconsistent with this Ordinance.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective July 1, 2005. All projects submitted after this date are subject to the fees set forth above.

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

See Policy and Procedures Manual under separate cover

A RESOLUTION ADOPTING REVISED PERSONNEL POLICIES AND PROCEDURES MANUAL, DATED JULY 1, 2005 FOR PARK CITY MUNICIPAL CORPORATION

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

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

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

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

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

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

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